



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, April 2, 2025 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: March 26, 2025

Mayor's Comments

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$5,287,176.58 For The Period Ending March 15, 2025 Through March 21, 2025.

Documents:

[RES_CLAIMS PAYABLE 3.21.25.PDF](#)

(2) Authorize The Mayor To Sign The Interagency Agreement With The Washington Traffic Safety Commission To Participate In The 2025 FG 5539-Region 10 Walker Roller Safety Grant.

Documents:

[WTSC REGION 10 WALKER ROLLER SAFETY GRANT.PDF](#)

(3) Adopt A Resolution Declaring A 2014 Cat CB-24B Asphalt Roller, N0035, Surplus And Authorizing Sale At Public Auction.

Documents:

[2014 ASPHALT ROLLER SALE.PDF](#)

BRIEFING & PROPOSED ACTION ITEM:

(4) CB 2503-22 – 2nd Reading – Adopt An Ordinance Approving The Appropriations Of The 2025 Revised City Of Everett Budget And Amending Ordinance No. 4055-24. (3rd & Final

Reading 4/9/25)

Documents:

[CB 2503-22.PDF](#)

PROPOSED ACTION ITEM:

(5) CB 2503-23 – 1st Reading - Adopt An Ordinance Regarding Expired Wholesale Sewage Disposal Contracts, Amending EMC 14.04.150. (3rd & Final Reading 4/16/25)

Documents:

[CB 2503-23.PDF](#)

ACTION ITEMS:

(6) CB 2503-20 – 3rd & Final Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled “Sewer “O” Utility Upgrades Phase 2” Fund 336, Program 026, As Established By Ordinance No. 3834-21.

Documents:

[CB 2503-20.PDF](#)

(7) CB 2503-21 – 3rd & Final Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled “Everett Point Industrial Center (EPIC) Green Bridge” Fund 303, Program 132, To Accumulate All Costs For The Improvement.

Documents:

[CB 2503-21.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

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

AGENDAS, BROADCAST AND RECORDINGS

- The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.

- Watch live meetings and recordings at [YouTube.com/EverettCity](https://www.youtube.com/EverettCity).

CONTACT THE COUNCIL

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

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



Whereas the claims payable by check against the City of Everett for the period March 15, 2025 through March 21, 2025, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2025

Council President



City Council Agenda Item Cover Sheet

Project title: WTSC Interagency Agreement for participation as sub-recipient in the Region 10 Walker Roller Safety Grant project

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 4/2/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Interagency Agreement

Department(s) involved:
Police, Legal

Contact person:
Kevin Fairchild

Phone number:
425-257-8442

Email:
kfairchild@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: 2025 FG 5539-REGION 10 Walker Roller Safety Grant

Partner/Supplier: Washington Traffic Safety Commission (WTSC)

Location: NA

Preceding action: NA

Fund: 031/Police General Fund

Fiscal summary statement:

Through execution of this agreement, the Everett Police Department is eligible for reimbursement of officer overtime costs associated with grant-related emphasis patrols. There is a total of \$50,000.00 available to be shared by participating Region 10 agencies.

Project summary statement:

The United States Department of Transportation, National Highway Traffic Safety Administration has provided funding for law enforcement agencies in WTSC Region 10 to conduct overtime walker/roller safety education and enforcement. The goal is to positively change walker (e.g. pedestrian), roller (e.g. bicyclist) and motor vehicle driver behaviors through law enforcement patrols and public outreach/media efforts. This agreement becomes effective upon execution by both parties and is valid through September 30, 2025.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interagency Agreement with the Washington Traffic Safety Commission to participate in the 2025 FG 5539-Region 10 Walker Roller Safety Grant.

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

City of Everett

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and the City of Everett, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.616, for traffic safety grant project **2025 FG 5539-REGION 10 WALKER ROLLER SAFETY GRANT**, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct overtime walker/roller safety enforcement as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2025 FG 5539-REGION 10 WALKER ROLLER SAFETY GRANT** was awarded to **SNOHOMISH COUNTY** to support collaborative efforts to conduct walker/roller safety enforcement activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved overtime expenses incurred as a participant in **2025 FG 5539-REGION 10 WALKER ROLLER SAFETY GRANT**.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than April 2, 2025, and remain in effect until September 30, 2025, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

Note: This statement of work applies only to Walker/Roller Safety Enforcement for traffic safety areas which recipient region has received funding.

GOAL: Positively change walker, roller, and motor vehicle driver behaviors through law enforcement patrols and media efforts. Engage multiple law enforcement agencies in Snohomish County in the design, implementation of enforcement, community outreach and education activities for the project period.

STRATEGY: Prevent drivers from engaging in high-risk behaviors related to walkers and rollers by increasing drivers' perception of the risk of being stopped by a patrol officer. This perception is achieved through 1) an increase in media messages and outreach about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols, drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence and activities that reinforces the media messages they received and influences them to modify their driving behavior and 3) officers who stop drivers will use the stop to educate drivers on the importance of sharing the roadways with walkers and rollers and applicable laws violated by the driver.

OBJECTIVES: There are several requirements identified for the **2025 FG 5539-REGION 10 WALKER ROLLER SAFETY GRANT** along PUBLIC TRANSIT AREAS IN LYNNWOOD, EDMONDS, MOUNTLAKE TERRACE, EVERETT, ARLINGTON, MARYSVILLE AND UNINCORPORATED SNOHOMISH COUNTY in SNOHOMISH COUNTY. The SUB-RECIPIENT agrees to the following requirements:

1. Implement the mobilization plan developed by the local traffic safety task force. The enforcement includes:
 - a. Problem Statement
 - b. Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations.
 - c. Public outreach strategy that targets behaviors drivers are most likely to engage in that contribute to traffic crashes.
 - d. Evaluation plan.
2. The event is data driven. This means data is used to identify locations where enforcement should occur and driver demographics with the highest potential of causing traffic crashes.
3. The enforcement is multijurisdictional and uses a saturation approach. This means SUB-RECIPIENT is coordinating efforts with adjacent law enforcement agencies so that the driving public has the perception of law enforcement omnipresence on targeted roads.
4. The public is made aware of the event before, during, and after the enforcement takes place. This means that messages reach all target audiences in the community, regardless of English proficiency, who use the targeted transportation system. Local outreach and public education campaigns will take place during the enforcement period.
5. Officers are encouraged to educate drivers about walker and roller laws and safety during traffic stops.
6. The SUB-RECIPIENT deploys resources to enforce traffic laws in priority areas throughout the year when this project not being implemented.

ADDITIONAL REQUIREMENTS:

In addition, SUB-RECIPIENT agrees to all the following requirements for walker/roller safety enforcement:

1. Use the WEMS system provided by the WTSC to record all activities conducted by their commissioned officers. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
2. All participating staff receive a briefing prior to the event so that every participant understands and can explain all of the items on the briefing list below. This can be done in person (preferred) or electronic via telephone, email, or virtually.
 - Purpose, goals, strategy, and objectives of the specific enforcement with a focus on the targeted locations and driving behaviors
 - List of on-call DREs and request procedures
 - How to fill out their digital activity log in WEMS
 - Information on how the Mobile Impaired Driving Unit will be used (if applicable)
 - Dispatch information
 - All Participating officers
 - Spotter processes (if applicable)
 - Draeger machines and locations (if applicable)
3. To utilize all available media platforms it has available (website, email newsletters, social media etc...).
4. Participating officers should make as many contacts as they can during these patrols to positively influence driving behavior.

3.1. MILESTONES AND DELIVERABLES

Mobilization

Walker/Roller Safety Enforcement

Other dates could be identified by the task force.

Dates

Quarterly TBD by Target Zero Manager and partner agency.

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active

members of REGION NUMBER traffic safety task force with a fully executed grant agreement are eligible to participate in this grant. Agencies may also be compensated at the straight time rate in lieu of overtime.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. Grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all parties involved, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an Allocation Adjustment form, which details the funding alterations.

Funds within the same enforcement campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.6. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has **awarded \$50,000** in **2025 FG 5539-REGION 10 WALKER ROLLER SAFETY GRANT** for the purpose of conducting coordinated Walker/Roller Safety Education and Enforcement activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated and pre-approved by the region's traffic safety task force and Target Zero Manager to be eligible for reimbursement. Enforcement activities include emphasis patrols near transit/focus areas. Officers will be looking for poor driver behavior in pedestrian safety focus areas, along with pedestrians not following applicable pedestrian laws. Officers will be expected to provide education on these stops along with reasonable enforcement action. Officers may be asked to conduct observation tasks in focus areas for the purposes of pre and post activity measurement. Education activities may include attending meetings and community events, handing out fliers, presenting to community groups or organizations.

The funding for **REGION 10** is as follows:

EMPHASIS PATROL

Walker/Roller Safety Enforcement	\$40,000
Walker/Roller Education	\$10,000
(Section 405, CFDA 20.616)	\$50,000 Total

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel

authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoicing for reimbursement of enforcement activities will be conducted through WTSC's grant management system, WEMS. WEMS Officer Activity logs submitted in WEMS, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM/grant project manager for review and approval. The TZM/grant project manager will submit all approved activity logs linked to the invoice to WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to September 30, 2025, **must be received by WTSC no later than November 5, 2025.**

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or

omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures

and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held

invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

SUB-RECIPIENT Contact	Target Zero Manager Region 10 /Walker Roller Grant Project Manager	WTSC Contact
Tracey Landry Everett Police Department tlandry@everettwa.gov 425-257-8447	Stacey McShane Stacey.McShane@Snoco.org 425-388-3817	Jessie Knudsen Program Manager jknudsen@wtsc.wa.gov (360) 791-9456

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT	WASHINGTON TRAFFIC SAFETY COMMISSION
_____ Signature	_____ Signature
CASSIE FRANKLIN Printed Name	JESSIE KNUDSEN Printed Name
MAYOR Title	PROGRAM MANAGER Title
_____ Date	_____ Date

Project title: Adopt a Resolution Declaring a 2014 Cat CB-24B Asphalt Roller Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 4/2/2025
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2014 Cat CB-24B Asphalt Roller, N0035, Surplus and Authorizing Sale at Public Auction

Partner/Supplier: N/A

Location: N/A

Preceding action: N/A

Fund: 126 Motor Vehicle Replacement

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 126 Motor Vehicle Replacement.

Project summary statement:

The Public Works Department, Streets division owns a 2014 Cat CB-24B Asphalt Roller, N0035. N0035 has 2799 hours and is being surplused because it has emissions-related damage that cannot be repaired after repeated attempts.

N0035 has an estimated surplus value of \$10,000 and was replaced by a 2024 Hamm HD24 VV asphalt roller, H0092.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2014 Cat CB-24B Asphalt Roller, N0035, surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2014 Cat CB-24B Asphalt Roller (N0035) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2014 Cat CB-24B Asphalt Roller (N0035) and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2014 Cat CB-24B Asphalt Roller, (N0035);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: An Ordinance approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4055-24

Council Bill # *interoffice use*

CB 2503-22

Agenda dates requested:

Briefing 3/26/25

Proposed action 4/02/25

Consent

Action 4/09/25

Ordinance ☒ X

Public hearing

Yes ☒ X No

Budget amendment:

☒ X Yes ☐ No

PowerPoint presentation:

☒ X Yes ☐ No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project:

Partner/Supplier:

Location:

Preceding action: Ordinance [4055-24](#)

Fund: Multiple

Fiscal summary statement:

The proposed Ordinance amends the City of Everett 2025 Operating Budget, increasing General Government budgeted expenditures by \$1,457,571 and increasing Non-General Government budgeted expenditures by \$37,663,497, for a total of \$39,121,068.

Project summary statement:

This budget amendment revises the 2025 original budget adopted on December 4, 2024. It proposes to carry forward spending authority for projects and expenditures not completed in 2024 and to appropriate new funding for financial activities that will occur this year.

Recommendation (exact action requested of Council):

Adopt an Ordinance approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4055-24.

ORDINANCE NO. _____

An ORDINANCE approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4055-24.

WHEREAS,

The City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2025 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 4055-24 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2025 Budget with a total increased expenditure appropriation of \$39,121,068.

	<u>Beginning Fund balance and 2025 Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
2025 Original Adopted Budget	\$ 944,422,185	\$ 644,124,861	\$ 300,297,324
Budget Amendment #1	36,645,235	39,121,068	(2,475,833)
2025 Amended Budget	<u>\$ 981,067,420</u>	<u>\$ 683,245,929</u>	<u>\$ 297,821,491</u>

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

**2025
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
GGR-1	Police	Special Operations Group Ammunition	031R	19,980	
GGR-1	General Fund	Special Operations Group Ammunition	002R	19,980	

In 2024, the Everett Police Department issued a purchase order to Curtis Blue Line for the procurement of ammunition for the Special Operations Group (SOG). However, due to market conditions and supply chain delays, the order was not received in 2024 as expected. The Police Department now anticipates receiving the ammunition in the first half of 2025. This reappropriation request seeks to carry forward \$19,980 to cover the payment upon receipt of the order.

Increase M&O expenditures - Police	031	5320000310	19,980	
Increase beginning fund balance - General Fund	002	3080000000		19,980

	Department	Code	Rev	Exp	FB
GGR-2	Police	Police Recruitment Videos	031R	5,000	
GGR-2	General Fund	Police Recruitment Videos	002R	5,000	

In 2024, the Everett Police Department entered into a Professional Services Agreement (PSA) with Lightform Film for the development of three (3) police recruiting videos to support additional hiring campaign efforts. This reappropriation will carry forward the \$5,000 unspent in 2024 into the 2025 expenditure budget for payment upon receipt of the videos, as outlined in the PSA.

Increase M&O expenditures - Police	031	5320000410	5,000	
Increase beginning fund balance - General Fund	002	3080000000		5,000

	Department	Code	Rev	Exp	FB
GGR-3	Legal	Legal Contracted Services	003R	4,570	
GGR-3	General Fund	Legal Contracted Services	002R	4,570	

The Legal Department reappropriated \$4,570 to its 2024 budget for a claims management software upgrade and a new report writing platform. However, none of the allocated \$4,570 was spent in 2024. This reappropriation will carry forward the unspent funds into the 2025 expenditure budget to complete the services related to the new report writing platform.

Increase M&O expenditures - Legal	003	5100000410	4,570	
Increase beginning fund balance - General Fund	002	3080000000		4,570

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGR-4	Municipal Arts	Municipal Arts Grants and Events Support	112R	68,434	68,434	

This reappropriation proposes to carry forward \$68,434 from the Municipal Arts 2024 budget. These funds were originally allocated for various programs and events. Due to factors such as surplus revenue from successful staff fundraising and sales efforts, project delays, logistical challenges, and external circumstances, there are unspent balances across multiple programs and events in 2024. The rollover of these funds is essential to ensure the intended initiatives can be completed effectively and that the allocated resources are utilized optimally. The funds will be allocated as follows:

--\$42,879 for Visual Art Projects currently in progress, including art maintenance, utility box wraps, and downtown crosswalk murals.
 --\$15,555 for 2024 grant-supported projects that have not yet been completed.
 --\$10,000 for miscellaneous events and projects such as Sorticulture, Wintertide, and the Creative District.

Increase beginning fund balance - Municipal Arts	112	3080000100		68,434
Increase M&O expenditures - Municipal Arts	112	5102201494	42,879	
Increase M&O expenditures - Municipal Arts	112	5102202410	15,555	
Increase M&O expenditures - Municipal Arts	112	5103307494	10,000	

	Department		Code	Rev	Exp	FB
GGR-5	Library	Library Purchases	110R	19,965	19,965	

This reappropriation will carry forward unspent funds from the Library's 2024 budget to the 2025 expenditure budget for items and services ordered in 2024 but not paid until 2025. The funds will be allocated as follows:

--\$17,498 for furniture purchase
 --\$1,125 for Envisionware
 --\$1,342 for interpretation services

Increase beginning fund balance - Library	110	3080000000		19,965
Increase small tools/equipment expenditures - Library	110	5500000350	17,498	
Increase small tools/equipment expenditures - Library	110	5600000350	1,125	
Increase professional service expenditures - Library	110	5100000410	1,342	

	Department		Code	Rev	Exp	FB
GGR-6	Street Improvements	Overlay and Street Projects	119R	499,239	499,239	

This reappropriation proposes to carry forward the remaining Street Improvement funds into the 2025 budget for upcoming street improvement projects. The source of these funds is an allocated share of the motor vehicle fuel tax from Washington State and car tab fees. These funds are used for various initiatives, including arterial street projects, sidewalk replacements, parking improvements, non-motorized improvements, traffic signal projects, capital project grant matching funds, and the overlay program.

Increase beginning fund balance - Street Improvement Fund	119	3080000000		499,239
Increase M&O expenditures - Street Improvement Fund	119	5524000953650	499,239	

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGR-7	General Fund	Human Needs Grants	002R	46,231		
GGR-7	CPED	Human Needs Grants	021R		27,095	
GGR-7	Non-Departmental	Human Needs Grants	009R		19,136	

This reappropriation proposes to carry forward unspent 2024 Human Needs grant award funds into the 2025 allocation. A total of \$19,136 will be allocated under professional services for subrecipient agreements, as outlined in Resolution 8129. Additionally, \$27,095 will be used by Community Support staff for miscellaneous expenses related to Client Basic Needs, also in accordance with Resolution 8129.

Increase beginning fund balance - General Fund	002	3080000000		46,231
Increase miscellaneous expenses - CPED	021	5027000494	27,095	
Increase professional services - Non-Departmental	009	5000199410	19,136	

	Department		Code	Rev	Exp	FB
GGR-8	General Fund	Street-Level Issues Flex Funds	002R	47,896		
GGR-8	Non-Departmental	Street-Level Issues Flex Funds	009R		47,896	

This reappropriation proposes to carry forward unspent 2024 street-level issues flex funds into 2025 to cover a pending 2024 purchase order for fencing installation and other professional service expenditures.

Increase beginning fund balance - General Fund	002	3080000000		47,896
Increase professional service expenditures - Non-Departmental	009	5000900410	47,896	

	Department		Code	Rev	Exp	FB
GGR-9	Non-Departmental	Fuel Infrastructure Upgrades and Refurbishment	009R		34,969	
GGR-9	General Fund	Fuel Infrastructure Upgrades and Refurbishment	002R	34,969		

The City owns and maintains 10 fueling sites of varying ages and conditions, including Fire Stations 1 through 6, the Service Center, Kasch Park, Legion Golf Course, Walter E. Hall Golf Course, and the Water Filtration Station. In 2019, the City's Motor Vehicle Division (MVD) contracted with an external expert to evaluate all 10 fueling sites. The resulting report outlined the estimated upgrades, repairs, and refurbishments needed to bring each site back to good material condition. This reappropriation proposes to carry forward \$34,969 for the General Government's share of costs to upgrade and refurbish these fueling sites and to upgrade the fueling data management system. (See also NGR-5)

Increase M&O expenditures - Non-Departmental	009	5000501550	34,969	
Increase beginning fund balance - General Fund	002	3080000000		34,969

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-1	General Fund	Workforce Adjustments	002A	296,602		
GGA-1	Non-Departmental	Workforce Adjustments	009A			(235,550)
GGA-1	Finance	Workforce Adjustments	010A		110,121	
GGA-1	Police	Workforce Adjustments	031A		251,458	
GGA-1	Fire	Workforce Adjustments	032A		(138,221)	
GGA-1	Municipal Court	Workforce Adjustments	005A		289,623	
GGA-1	Engineering & Public Services	Workforce Adjustments	024A		19,171	

This amendment proposes an increase in labor expenditures to fund necessary staffing additions, including:

--1.0 FTE Court Commissioner in the Municipal Court due to the implementation of Photo Enforcement cameras. Labor costs will be funded through a 50% allocation from the general fund and 50% from photo enforcement revenue (Criminal Justice Fund). (See also NGA-3)
--1.0 FTE Building Inspector to address backlogs in the permitting department. This position is necessary due to an extended leave of absence within the current inspector staff. Labor costs will be fully supported by development and construction permit fees (Fund 130). (See also NGA-2)
--Interim support in the Clerk's Office and Legal Department due to extended leave of absence and planned retirement. This support will assist with Clerk duties and the indigent defense program.
--Reinstatement of 2.0 FTE Parking Enforcement Officers who did not participate in the Voluntary Separation Incentive Program, as was initially assumed in the budget. Reductions in other departments will offset these costs, including M&O reductions in the Fire Department, which will not impact fire or medical support to the community. Additionally, a vacant position has been identified in Public Works to help offset these expenses.

Increase transfers in revenues - General Fund	002	3970000130		151,791
Increase transfers in revenues - General Fund	002	397XXXX156		144,811
Decrease ending fund balance - Non-Departmental	009	5984900000		235,550
Increase labor expenditures - Municipal Court	005	5010000110	198,372	
Increase labor expenditures - Municipal Court	005	5010000210	91,251	
Increase labor expenditures - Engineering and Public Services	024	5831060242110	108,960	
Increase labor expenditures - Engineering and Public Services	024	5831060242210	42,831	
Increase labor expenditures - Police	031	5720000110	153,662	
Increase labor expenditures - Police	031	5720000210	97,796	
Increase labor expenditures - Finance	010	5110000110/210	110,121	
Decrease labor expenditures - Fire	032	5101500180		41,645
Decrease labor expenditures - Fire	032	5101500210		5,289
Decrease labor expenditures - Fire	032	5300000180		20,000
Decrease labor expenditures - Fire	032	5300000210		2,540
Decrease labor expenditures - Fire	032	5350000180		45,000
Decrease labor expenditures - Fire	032	5350000210		5,715
Decrease labor expenditures - Fire	032	5457500180		16,000
Decrease labor expenditures - Fire	032	5457500210		2,032
Decrease labor expenditures - Engineering and Public Services	024	5115020322110		82,693
Decrease labor expenditures - Engineering and Public Services	024	5115020322210		49,927

	Department		Code	Rev	Exp	FB
GGA-2	Police	2025 Boating FFA Grant	031A		24,384	
GGA-2	General Fund	2025 Boating FFA Grant	002A	24,384		

In November 2024, the Washington State Parks and Recreation Commission, Boating Program awarded the Everett Police Department \$24,384 in grant funds. These funds are designated to supplement overtime expenses related to enhancing boating safety and education services in the state. The program's goal is to reduce the number and severity of recreational boating accidents and ensure a safe and enjoyable boating environment for all users. The 2025 Federal Financial Boating grant program activities will run from January 1, 2025, to December 31, 2025.

Increase labor expenditures - Police	031	5220000120	24,384	
Increase grant revenues - General Fund	002	3336702400		24,384

**2025
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
GGA-3	Police	2025 STOP Violence Against Women Grant	031A	15,000	
GGA-3	General Fund	2025 STOP Violence Against Women Grant	002A	15,000	
<p>In January 2025, the Everett Police Department was awarded \$15,000 from the Department of Commerce for the FY2024 STOP Violence Against Women grant. These funds will be used for the management and training of county-wide law enforcement personnel, equipping them with additional knowledge, tools, and opportunities for collaboration with Domestic Violence Services, Providence Sexual Assault, and the Snohomish County Prosecutor's Office. The goal is to improve the community's response to violence against women. The grant award period runs from January 1, 2025, through December 31, 2025.</p>					
Increase M&O expenditures - Police			031	5920000520	15,000
Increase grant revenues - General Fund			002	3331657001	15,000

	Department	Code	Rev	Exp	FB
GGA-4	Non-Departmental	2025 Salmon Recovery State Grant	009A		75,000
GGA-4	General Fund	2025 Salmon Recovery State Grant	002A	75,000	
<p>In 2025, the City of Everett was awarded a \$250,000 salmon recovery planning grant from the Washington State Department of Commerce to coordinate and integrate salmon recovery plan goals with the Everett Municipal Code. Of this, \$75,000 will be allocated in 2025 to offset staff labor expenses for reviewing and updating the City's policies, regulations, mitigation framework, and administrative procedures. These updates will focus on protecting and restoring the functions and values of streams and wetlands, with a particular emphasis on salmon recovery. An additional \$175,000 will be available in 2026-2027, contingent on state legislative appropriation.</p>					
Increase ending fund balance - Non-Departmental			009	5984900000	75,000
Increase grant revenues - General Fund			002	3340420014	75,000

	Department	Code	Rev	Exp	FB
GGA-5	Emergency Management	Emergency Preparedness Performance Grant	030A	13,651	
GGA-5	Non-Departmental	Emergency Preparedness Performance Grant	009A		39,960
GGA-5	General Fund	Emergency Preparedness Performance Grant	002A	53,611	
<p>Emergency Management has received an Emergency Management Performance Grant (EMPG) award from the Washington State Military Department totaling \$53,611. This grant will fund a portion of one Administrative Coordinator's labor costs, the Alertsense-Konexus notification system, annual cost for the department's Ricoh printer, and other supplies.</p>					
Increase ending fund balance - Non-Departmental			009	5984900000	39,960
Increase supplies expenditures - Emergency Management			030	5100000310	2,151
Increase professional services expenditures - Emergency Management			030	5100000410	11,500
Increase grant revenues - General Fund			002	3339704312	53,611

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	Department		Code	Rev	Exp	FB
GGA-6	CPED	Coordinating Low-Income Housing Planning Grant	021A		10,000	
GGA-6	Non-Departmental	Coordinating Low-Income Housing Planning Grant	009A			39,999
GGA-6	General Fund	Coordinating Low-Income Housing Planning Grant	002A	49,999		

The Planning Department has received a Coordinating Low-Income Housing Planning (CLIHP) Grant from the Washington State Department of Commerce. The grant-funded work program will focus on developing a Strategic Action Plan for housing targeted at households with 0-50% area median income, including permanent supportive housing. The deliverables for this project include baseline and needs analysis documents, policy recommendations and funding strategy documents, a stakeholder engagement report, implementation and monitoring protocol documents, and the final action plan. Expenses will be limited to existing staff time and limited professional services with a community partner to meet the deliverables of the grant.

Increase ending fund balance - Non-Departmental	009	5984900000	39,999	
Increase professional services expenditures - CPED	021	5010000410	10,000	
Increase grant revenues - General Fund	002	3340420012		49,999

	Department		Code	Rev	Exp	FB
GGA-7	Engineering & Public Services	Traffic Management Center Video Wall	024A		116,100	
GGA-7	Non-Departmental	Traffic Management Center Video Wall	009A			(116,100)

The Traffic Management Center (TMC) is the hub for monitoring traffic in Everett, with over 40 cameras, live feeds from WSDOT, and remote signal control for the city's 178 traffic signals. As part of the Public Works Department's move to the Everett Municipal Building (EMB), the TMC will be relocated from the second floor of the Public Works building to the fourth floor of the EMB. This requires replacing outdated video wall components, central management software, and servers to maintain operations. This amendment Engineering and Public Services' maintenance and operations (M&O) budget to cover relocation and upgrade costs, ensuring the TMC continues its critical role in traffic management and emergency response.

Increase capital expenditures - Engineering and Public Services	024	5115021320640	116,100	
Decrease ending fund balance - Non-Departmental	009	5980000490		116,100

	Department		Code	Rev	Exp	FB
NGR-1	CIP-1	CIP-1 General Gov't Capital Projects	162R	15,515,266	15,515,266	

This reappropriation proposes to carry forward funds for capital projects originally approved by Council, but were not completed by December 31, 2024:

\$ 57,000 South Precinct Controls and HVAC Upgrades - Ordinance 4024-24
 \$ 40,000 Everett Performing Art Center Masonry Seal & Paint - Ordinance 3948-23
 \$ 15,058,266 EMB Tenant Improvement Project - Ordinance 4008-24
 \$ 360,000 Main Library HVAC Renovation - Ordinance 4023-24

Increase beginning fund balance - CIP-1	162	3080050000		15,515,266
Increase M&O expenditures - CIP-1	162	5500000550	15,515,266	

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGR-2	CIP-3	CIP-3 Parks Projects	154R	1,626,000	1,626,000	

This reappropriation proposes to carry forward funds for capital projects approved by Council, but were not completed by December 31, 2024:

\$ 250,000 Lowell Riverfront Trail - Ordinance 3899-22
 \$ 30,000 Edgewater Park Renovation - Ordinance 3916-22
 \$ 35,000 Wiggums Hollow Park Playground - Ordinance 3951-23
 \$ 60,000 Multiple Parks Restroom Renovation - Ordinance 4068-25
 \$ 35,000 Walter E. Hall Community Amenities - Ordinance 3971-23
 \$ 350,000 Walter E. Hall Access Trail - Ordinance 4010-24
 \$ 70,000 Loganberry Lane Wayfinding and Trail - Ordinance 3987-23
 \$ 100,000 Forest Park Pickleball Court - Ordinance 4003-24
 \$ 86,000 Kiwanis Playground Replacement - Ordinance 4004-24
 \$ 150,000 Jackson Park Lighting - Ordinance 4018-24
 \$ 30,000 T.A. Sullivan Dock Repair - Ordinance 4019-24
 \$ 100,000 T.A. Sullivan Disc Golf - Ordinance 4020-24
 \$ 330,000 Clark Park Off Leash Dog Area - Ordinance 4032-24

Increase beginning fund balance - CIP-3	154	3080000000		1,626,000
Increase M&O expenditures - CIP-3	154	5354010550	1,626,000	

	Department		Code	Rev	Exp	FB
NGR-3	CIP-4	CIP-4 General Gov't Capital Projects	162R	350,000	350,000	

This reappropriation proposes to carry forward funds for capital projects originally approved by Council, but were not completed by December 31, 2024:

--Design costs for Eclipse Mill Park Project and Riverfront Trail Improvement per Ordinance 3986-23

Increase beginning fund balance - CIP-4	162	3080062000		350,000
Increase M&O expenditures - CIP-4	162	5625200550	350,000	

	Department		Code	Rev	Exp	FB
NGR-4	Vehicle and Equipment Repl.	Vehicle Replacements	126R	3,788,525	3,788,525	

This reappropriation proposes to carry forward funds for vehicles scheduled for replacement in 2024, but not received by December 31, 2024. See also NGA-6.

--Engineering and Public Services -- Replace vehicles J0087 and V0113
 --Police - Various vehicle replacements
 --Fire - Replace vehicles J0059, J0064, and J0069
 --Parks and Community Services - Replace vehicle J0036
 --Streets - Replace vehicles N0011 and N0017

Increase beginning fund balance - MVD	126	3080000000		3,788,525
Increase vehicle expenditures - Engineering and Public Services	126	5200024640	111,846	
Increase vehicle expenditures - Police	126	5200031640	88,142	
Increase vehicle expenditures - Fire	126	5200032640	3,528,301	
Increase vehicle expenditures - Parks and Community Services	126	5200101640	35,236	
Increase vehicle expenditures - Streets	126	5200120640	25,000	

**2025
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
NGR-5	Motor Vehicle	Fuel Infrastructure Upgrades and Refurbishment	501R	219,831	219,831

The City owns and maintains 10 fueling sites of varying ages and conditions - Fire Stations 1 through 6, Service Center, Kasch Park, Legion Golf Course, Walter E. Hall Golf Course, and the Water Filtration Station. In 2019, the City's Motor Vehicle Division (MVD) contracted with an outside expert to conduct a site evaluation of all 10 fueling sites. This generated a report with estimated upgrades, repairs, and refurbishments each site would require to be brought back to good material condition. This reappropriation proposes to carry forward \$219,831 for the Non-General Government's share of costs to upgrade and refurbish fueling sites and upgrade the fueling data management system. See also GGR-9.

Increase M&O expenditures - Motor Vehicle	501	5500600650	219,831	
Increase transfers in - Motor Vehicle from Non-Departmental	501	3970006009		34,969
Increase transfers in - Motor Vehicle from EMS	501	3970006153		1,060
Increase transfers in - Motor Vehicle from CHIP	501	3970006197		3
Increase transfers in - Motor Vehicle from CDBG	501	3970006198		3
Increase transfers in - Motor Vehicle from Utilities	501	3970006401		34,812
Increase transfers in - Motor Vehicle from Transit	501	3970006425		79,306
Increase transfers in - Motor Vehicle from Golf	501	3970006440		7
Increase transfers in - Motor Vehicle from Telecommunications	501	3970006507		58
Increase beginning fund balance - Motor Vehicle	501	3080006000		69,613

	Department	Code	Rev	Exp	FB
NGR-6	IT Reserve	IT Projects	505R	566,994	566,994

This reappropriation proposes to carry forward \$566,994 of the Information Technology Reserve budget to complete the following IT projects:

--Serverless printing
 --Court digital transformation
 --Cayenta upgrade
 --Fuel infrastructure upgrades
 --Courts of Limited Jurisdiction Case Management System Upgrade
 --Laptop purchase for PC replacement

Increase beginning fund balance - Information Technology Reserve Fund - Special Projects	505	3080040000		455,526
Increase beginning fund balance - Information Technology Reserve Fund - PC Replacement	505	3080010000		111,468
Increase M&O expenditures - Information Technology Reserve Fund	505	5140214492	30,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140215350	50,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140213410	189,526	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140212410	35,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140212492	20,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140212640	59,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140216350	60,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140216410	12,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5110000350	111,468	

**2025
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
NGR-7	Cumulative Reserve for Library	152R	7,500	7,500	

This reappropriation proposes to carry forward the \$7,500 donation the library received and did not spend in December 2024, increasing the 2025 expenditure budget accordingly.

Increase beginning fund balance - Cumulative Reserve for Library Fund	152	3080000000		7,500
Increase M&O expenditures - Cumulative Reserve for Library Fund	152	5710000350	7,500	

	Department	Code	Rev	Exp	FB
NGR-8	General Gov't Special Projects	155R	129,318	129,318	

The City was awarded a \$500,000 grant from the Washington State Health Care Authority (HCA) for the Street Medicine Team Pilot Program. This program is a component of the Emergency Mobile Opioid Team in Everett (EMOTE) program. The grant funds will support a portion of labor cost for the Program Manager (\$50,000) and establish a subrecipient relationship with a community partner for the delivery of services to reduce health disparities and to improve health outcomes among the unhoused population (\$450,000). The period of performance for the grant is 7/1/24 - 6/30/25. Funds will be spent in 2024 and 2025 - \$250,000 each year. This reappropriation will carry forward the unspent in 2024 to the 2025 expenditure budget.

Increase beginning fund balance - General Government Special Projects	155	3080000420		129,318
Increase M&O expenditures - General Government Special Projects	155	5420000410	129,318	

	Department	Code	Rev	Exp	FB
NGR-9	General Gov't Special Projects	155R	470,087	470,087	

The City accepted a \$4,000,000 Chemical Dependency and Mental Health (CDMH) Interlocal Agreement from Snohomish County. The purpose of this Agreement is to establish a housing facility within the City of Everett to provide short term dwelling for persons who are unhoused, along with coordination and access to substance use and mental health treatment and services. The period of performance for the agreement is from 10/24/24 - 12/31/26. This reappropriation will carry forward the \$470,087 unspent in 2024 to the 2025 expenditure budget to cover the associated costs paid in 2025.

Increase beginning fund balance - General Government Special Projects	155	3080000410		470,087
Increase M&O expenditures - General Government Special Projects	155	5410000410	470,087	

	Department	Code	Rev	Exp	FB
NGR-10	General Gov't Special Projects	155R	16,520	16,520	

The City established two rounds of small business grants to support recovery from the COVID-19 pandemic. There was a total of \$16,520 remaining in Everett Forward Grant Round 1 as of December 31, 2024. This reappropriation proposes to carry forward the unspent funds to complete the programs in 2025.

Increase beginning fund balance - Gen Gov't Special Projects	155	3080000310		16,520
Increase Everett Forward Grant 1 expenditures - Gen Gov't Special Projects	155	5312901412	16,520	

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGR-11	General Gov't Special Projects	Local COVID Recovery Program	155R	11,277,788	10,777,482	500,306

The City established the COVID Relief Program in 2023. The source of funding was resources made available in the General Fund by using ARPA funding to pay a portion of the 2023 Police and Fire labor costs. The programs submitted for reappropriation (below) were approved by Council Resolution or supplier contracts.

Increase beginning fund balance - COVID Relief Program	155	3080000325		11,277,788
Increase ending fund balance - COVID Relief Program	155	5983250999	500,306	
Prg 110 Pallet Shelters	155	5325110410	2,044,606	
Prg 120 Clean Everett	155	5325120410	514,447	
Prg 130 CHART 2.0	155	5325130410	773,355	
Prg 150 Daytime Svcs Access	155	5325150410	2,000,000	
Prg 160 MHP Fire/Library	155	5325160550	686,893	
Prg 180 Bridge Design	155	5325180410	49,539	
Prg 190 Property Room Relocation	155	5325190550	200,000	
Prg 200 Fire Training Facility	155	5325200550	50,000	
Prg 220 Tree Planting/Urban Forester	155	5325220410	300,000	
Prg 230 Digital Permit Accelerator	155	5325230550	68,670	
Prg 240 South Everett Business & Economic Development	155	5325240410	137,477	
Prg 300 City Council Allocations	155	multiple	963,362	
Prg 310 Grant Admin Support	155	5325310550	171,249	
Prg 320 Council of Neighborhoods	155	5325320410	100,000	
Prg 330 Housing Hope Childcare	155	5325330410	1,000,000	
Prg 340 Everett Early Learning	155	5325340410	117,884	
Prg 350 Compass Health	155	5325350410	1,000,000	
Prg 360 Chamber of Commerce	155	5325360550	600,000	

	Department		Code	Rev	Exp	FB
NGA-1	Water & Sewer Utility	Workforce Adjustments	401A		242,746	(242,746)

This amendment proposes to increase labor expenditures to fund needed staffing additions, including:

--1.0 FTE Water Quality Analyst to support the additional requirements that have been imposed from the Nutrients General Permit and the recently issued Individual NPDES permit for the WPCF.

--1.0 FTE Industrial Waste Inspector to support the additional requirements that imposed from the recently issued NPDES Permit by the Department of Ecology.

Increase labor expenditures - Water & Sewer Utility Fund	401	5200111646110	86,760	
Increase labor expenditures - Water & Sewer Utility Fund	401	5200111646210	35,520	
Increase labor expenditures - Water & Sewer Utility Fund	401	5200113647110	86,760	
Increase labor expenditures - Water & Sewer Utility Fund	401	5200113647210	33,706	
Decrease ending fund balance - Water & Sewer Utility Fund	401	5999000508490		242,746

	Department		Code	Rev	Exp	FB
NGA-2	Dev/Const Permits	Funding for 1.0 FTE Building Inspector	130A		151,791	(151,791)

This amendment proposes to fund 1.0 FTE Building Inspector in Engineering and Public Services department 024. Labor costs will be supported by development and construction permit fees (See also GGA-1).

Decrease ending fund balance - Development and Construction Permit Fees Fund	130	5980000999		151,791
Increase M&O expenditures - Development and Construction Permit Fees Fund	130	597XXX024		

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-3	Criminal Justice	Funding for 1.0 FTE Municipal Court Commissioner	156A		144,811	(144,811)

This amendment proposes to fund 50% of the labor cost for an additional 1.0 FTE Municipal Court Commissioner. The remaining 50% of the cost will be funded by the General Fund. This additional Municipal Court Commissioner is needed due to the implementation of the Automated Traffic Safety Camera Program (See also GGA-1).

Decrease ending fund balance - Criminal Justice Fund	156	5980410999		144,811
Increase M&O expenditures - Criminal Justice Fund	156	5000410550	144,811	

	Department		Code	Rev	Exp	FB
NGA-4	Cumulative Reserve for Library	Library Reserve Donation	152A	98,743	98,743	

The Library received a \$98,743 bequest in 2025. This amendment increases the department's expenditure budget to utilize the revenue.

Increase donation revenue - Library	152	3670000071		98,743
Increase M&O expenditures - Library	152	5710000350	98,743	

	Department		Code	Rev	Exp	FB
NGA-5	Vehicle and Equipment Repl.	Vehicle and Equipment Replacements	126A		982,114	(982,114)

This amendment proposes to increase the Motor Vehicle and Equipment Replacement Reserve Fund 126 expenditure budget for the following vehicle and equipment replacements and projects:

Engineering:

- \$15,000 for a Stalker Radar SAM-3 radar trailer. This is an emergent replacement for a totaled radar trailer.
- \$ 92,000 for replacing J0087 and V0113. Additional funding needed due to increased service body cost.
- \$ 145,000 additional fund needed for adding a large crane and completing custom build for J0193.

Park:

- \$ 11,114 for replacing J0036. Additional funding needed due to price increase from vendor.

Streets:

- \$60,000 for a steam roller for Streets to replace a 10 year old broken roller.
- \$10,000 for replacing N0011 and \$ 55,000 for replacing N0017. Additional funding needed due to price increase from vendor.

Fire:

- \$ 594,000 for portion of the Fire department's self-contained breathing apparatus (SCBA) purchasing which was originally planned for 2026. Now the purchase is expected to be completed in 2025.

Decrease ending fund balance - Vehicle Equipment and Replacement Reserve	126	5980000490		982,114
Increase vehicle expenditures - Engineering and Public Services	126	5200024640	252,000	
Increase vehicle expenditures - Fire	126	5400032640	594,000	
Increase vehicle expenditures - Parks and Community Services	126	5200101640	11,114	
Increase vehicle expenditures - Streets	126	5200120640	125,000	

**2025
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
NGA-6	Criminal Justice	2024 JAG Grant	156A	34,720	34,720

In December 2024, the Everett Police Department was awarded \$34,720 from the Department of Justice for the FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG). These funds are designated to enhance recruitment efforts and address the growing need for qualified law enforcement officers. The grant will support initiatives to attract diverse and highly skilled candidates to join EPD, including the use of digital marketing strategies and targeted visual ads both regionally and nationally. The grant award period runs from 10/1/24 through 9/30/2027.

Increase grant revenue - Criminal Justice	156	3311673877		34,720
Increase M&O expenditures - Criminal Justice	156	5770000410	34,720	

	Department	Code	Rev	Exp	FB
NGA-7	General Gov't Special Projects	WA HCA Grant	155A	250,000	250,000

The City was awarded a \$500,000 grant from the Washington State Health Care Authority (HCA) for the Street Medicine Team Pilot Program, which is part of the Emergency Mobile Opioid Team in Everett (EMOTE) program. The grant will cover a portion of the labor costs for the Program Manager (\$50,000) and establish a subrecipient relationship with a community partner to deliver services aimed at reducing health disparities and improving health outcomes for the unhoused population (\$450,000). The period of performance for the grant is from 7/1/24 to 6/30/25, with funds allocated over two years—\$250,000 each year.

Increase grant revenue - General Government Special Projects	155	3340690420		250,000
Increase transfers out - General Government Special Projects	155	5420000550	25,000	
Increase M&O expenditures - General Government Special Projects	155	5420000410	225,000	

	Department	Code	Rev	Exp	FB
NGA-8	General Gov't Special Projects	Snohomish County Interlocal Agreement	155A	1,033,063	1,033,063

The City has accepted a \$4,000,000 Chemical Dependency and Mental Health (CDMH) Interlocal Agreement from Snohomish County. This Agreement aims to establish a housing facility within the City of Everett to provide short-term housing for individuals who are unhoused, along with coordination and access to substance use and mental health treatment services. The period of performance for the agreement is from 10/24/24 to 12/31/26. The City will act as a pass-through for the funds, providing a forgivable loan of \$2,966,937 in 2024 and a grant of \$1,033,063 in 2025 to the Everett Gospel Mission.

Increase revenue - General Government Special Projects	155	3370070410		1,033,063
Increase M&O expenditures - General Government Special Projects	155	5410000410	1,033,063	

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-9	CIP-4	Stadium Project	162A		965,468	(965,468)
NGA-9	Real Property Reserve	Stadium Project	145A		292,518	(292,518)

This amendment is related to the stadium project. In 2024, the Council authorized the appropriation of \$292,518 from the Real Property Reserve Fund 145 and \$165,468 from Fund 162 to cover the professional services agreement with Shiels Obletz Johnsen, Inc. (SOJ) for the proposed stadium project. In 2025, the Council authorized the appropriation of \$200,000 from Fund 162 to cover professional services agreements with Bayley Construction LP for the proposed stadium project. This amendment also proposes to fund the estimated stadium-related outside legal counsel expenses from January 2025 to December 2025.

Increase M&O expenditures - CIP-4	162	multiple	965,468	
Decrease ending fund balance - CIP-4	162	multiple		965,468
Increase M&O expenditures - Real Property Reserve Fund	145	5626000943410	292,518	
Decrease ending fund balance- Real Property Reserve Fund	145	5980000010999		292,518

2025 BUDGET ADJUSTMENTS for Budget Amendment # 1

General Government Reappropriations

			Increase/(Decrease)		
<u>Fund</u>	<u>Description</u>	<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
GGR-1 Police	Special Operations Group Ammunition	-	-	19,980	(19,980)
GGR-1 General Fund	Special Operations Group Ammunition	19,980	-	-	19,980
GGR-2 Police	Police Recruitment Videos	-	-	5,000	(5,000)
GGR-2 General Fund	Police Recruitment Videos	5,000	-	-	5,000
GGR-3 Legal	Legal Contracted Services	-	-	4,570	(4,570)
GGR-3 General Fund	Legal Contracted Services	4,570	-	-	4,570
GGR-4 Municipal Arts	Municipal Arts Grants and Events Support	68,434	-	68,434	-
GGR-5 Library	Library Purchases	19,965	-	19,965	-
GGR-6 Street Improvements	Overlay and Street Projects	499,239	-	499,239	-
GGR-7 General Fund	Human Needs Grants	46,231	-	-	46,231
GGR-7 CPED	Human Needs Grants	-	-	27,095	(27,095)
GGR-7 Non-Departmental	Human Needs Grants	-	-	19,136	(19,136)
GGR-8 General Fund	Street-Level Issues Flex Funds	47,896	-	-	47,896
GGR-8 Non-Departmental	Street-Level Issues Flex Funds	-	-	47,896	(47,896)
GGR-9 Non-Departmental	Fuel Infrastructure Upgrades and Refurbishment	-	-	34,969	(34,969)
GGR-9 General Fund	Fuel Infrastructure Upgrades and Refurbishment	34,969	-	-	34,969
Total General Government Reappropriations		\$ 746,284	\$ -	\$ 746,284	\$ -

General Government Amendments

			Increase/(Decrease)		
<u>Fund</u>	<u>Description</u>	<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
GGA-1 General Fund	Workforce Adjustments	-	296,602	-	296,602
GGA-1 Non-Departmental	Workforce Adjustments	-	-	-	-
GGA-1 Finance	Workforce Adjustments	-	-	110,121	(110,121)
GGA-1 Police	Workforce Adjustments	-	-	251,458	(251,458)
GGA-1 Fire	Workforce Adjustments	-	-	(138,221)	138,221
GGA-1 Municipal Court	Workforce Adjustments	-	-	289,623	(289,623)
GGA-1 Engineering & Public Services	Workforce Adjustments	-	-	19,171	(19,171)
GGA-2 Police	2025 Boating FFA Grant	-	-	24,384	(24,384)
GGA-2 General Fund	2025 Boating FFA Grant	-	24,384	-	24,384
GGA-3 Police	2025 STOP Violence Against Women Grant	-	-	15,000	(15,000)
GGA-3 General Fund	2025 STOP Violence Against Women Grant	-	15,000	-	15,000
GGA-4 Non-Departmental	2025 Salmon Recovery State Grant	-	-	-	-
GGA-4 General Fund	2025 Salmon Recovery State Grant	-	75,000	-	75,000
GGA-5 Emergency Management	Emergency Preparedness Performance Grant	-	-	13,651	(13,651)
GGA-5 Non-Departmental	Emergency Preparedness Performance Grant	-	-	-	-
GGA-5 General Fund	Emergency Preparedness Performance Grant	-	53,611	-	53,611
GGA-6 CPED	Coordinating Low-Income Housing Planning Grant	-	-	10,000	(10,000)
GGA-6 Non-Departmental	Coordinating Low-Income Housing Planning Grant	-	-	-	-
GGA-6 General Fund	Coordinating Low-Income Housing Planning Grant	-	49,999	-	49,999
GGA-7 Engineering & Public Services	Traffic Management Center Video Wall	-	-	116,100	(116,100)
GGA-7 Non-Departmental	Traffic Management Center Video Wall	-	-	-	-
Total General Government Amendments		\$ -	\$ 514,596	\$ 711,287	\$ (196,691)

2025 BUDGET ADJUSTMENTS for Budget Amendment # 1

Non-General Government Reappropriations			Increase/(Decrease)			
Fund		Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
NGR-1	CIP-1	CIP-1 General Gov't Capital Projects	15,515,266	-	15,515,266	-
NGR-2	CIP-3	CIP-3 Parks Projects	1,626,000	-	1,626,000	-
NGR-3	CIP-4	CIP-4 General Gov't Capital Projects	350,000	-	350,000	-
NGR-4	Vehicle and Equipment Repl.	Vehicle Replacements	3,788,525	-	3,788,525	-
NGR-5	Motor Vehicle	Fuel Infrastructure Upgrades and Refurbishment	219,831	-	219,831	-
NGR-6	IT Reserve	IT Projects	566,994	-	566,994	-
NGR-7	Cumulative Reserve for Library	Library Donation	7,500	-	7,500	-
NGR-8	General Gov't Special Projects	WA HCA Grant	129,318	-	129,318	-
NGR-9	General Gov't Special Projects	Snohomish County Interlocal Agreement	470,087	-	470,087	-
NGR-10	General Gov't Special Projects	Everett Forward Grant 1	16,520	-	16,520	-
NGR-11	General Gov't Special Projects	Local COVID Recovery Program	11,277,788	-	10,777,482	500,306
Total Non-General Government Reappropriations			\$ 33,967,829	\$ -	\$ 33,467,523	\$ 500,306

Non-General Government Amendments			Increase/(Decrease)			
Fund		Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
NGA-1	Water & Sewer Utility	Workforce Adjustments	-	-	242,746	(242,746)
NGA-2	Dev/Const Permits	Funding for 1.0 FTE Building Inspector	-	-	151,791	(151,791)
NGA-3	Criminal Justice	Funding for 1.0 FTE Municipal Court Commissioner	-	-	144,811	(144,811)
NGA-4	Cumulative Reserve for Library	Library Reserve Donation	-	98,743	98,743	-
NGA-5	Vehicle and Equipment Repl.	Vehicle and Equipment Replacements	-	-	982,114	(982,114)
NGA-6	Criminal Justice	2024 JAG Grant	-	34,720	34,720	-
NGA-7	General Gov't Special Projects	WA HCA Grant	-	250,000	250,000	-
NGA-8	General Gov't Special Projects	Snohomish County Interlocal Agreement	-	1,033,063	1,033,063	-
NGA-9	CIP-4	Stadium Project	-	-	965,468	(965,468)
NGA-9	Real Property Reserve	Stadium Project	-	-	292,518	(292,518)
Total Non-General Government Amendments			\$ -	\$ 1,416,526	\$ 4,195,974	\$ (2,779,448)

TOTAL General and Non-General Gov't. Amendments			\$ 34,714,113	\$ 1,931,122	\$ 39,121,068	\$ (2,475,833)
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Project title: An Ordinance regarding Wholesale Sewage Disposal Contracts, amending EMC 14.04.150

Council Bill #

CB 2503-23

Agenda dates requested:

Briefing

1st Reading 4/02/25

2nd Reading 4/09/25

Consent

Action 4/16/25

Ordinance X

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Legal

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Adopt Wholesale Sewage Disposal Contract Ordinance

Project: N/A

Partner/Supplier: Wholesale Sewer Customers

Location: N/A

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

N/A

Project summary statement:

This proposed ordinance will amend EMC 14.04.150 – Sewage disposal for areas outside the city.

The City of Everett provides wholesale sewage disposal to three wholesale customers: Alderwood Water & Wastewater District, Mukilteo Water and Wastewater District, and Silver Lake Water & Sewer District. This is done under a written contract with each district. These contracts are extremely complex and have up to 50-year terms. Negotiating these contracts can take years, as all parties will invest millions of dollars in infrastructure throughout the duration of the agreements.

The last round of contracts was executed in the early 1980's and have since expired with the exception of Silver Lake's in which a new contract was approved by City Council in 2015. This new Silver Lake contract will not expire until 2065.

Alderwood's contract expired in 2021, and a new contract should be brought to Council in 2025-26. Mukilteo's situation is similar to Alderwood's.

This proposed ordinance will amend the EMC to make clear that the City may continue to provide sewer disposal in the interim between contract expiration and the new contract approval. The ordinance provides that the Public Works Director may determine the rates and charges for this interim service, but in no case will those rates and charges be less than the rates and charges as calculated under the provisions of the expired contract. The ordinance also limits the interim period to five years.

Recommendation (exact action requested of Council):

Adopt an Ordinance regarding expired wholesale sewage disposal contracts, amending EMC 14.04.150.

ORDINANCE NO. _____

An ORDINANCE regarding expired wholesale sewage disposal contracts, amending EMC 14.04.150

WHEREAS,

- A. The City provides sewage disposal service to water and wastewater districts under long-term (usually 50-year) contracts. These contracts are complex and require extensive negotiation and staff work from both City and District staffs.
- B. A sewage disposal contract may expire before a replacement contract is prepared. The purpose of this ordinance is to recognize the longstanding practice that sewage disposal service may be continued after expiration until the replacement contract is prepared.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 14.04.150 is amended to add the underlined text below.

- A. Sewage disposal service may be provided through the Everett system for such areas outside and adjacent to the city as can, in the judgment of the mayor be feasibly served.
- B. Wholesale sewage disposal service shall be provided under contract or as otherwise provided in this subsection B, the terms of which will include, but are not limited to, the rates, regulations, and conditions as hereinafter provided:
 - 1. *Sewage Disposal Contract Limitation Outside the City.* Contracts for sewage disposal service to the city's system shall be limited to the county or any municipality or public body under whose jurisdiction local sewerage facilities may be constructed and operated.
 - 2. *Sewage Service Outside—Review by Mayor.* Prior to entering any contract, the mayor shall review the quality and quantity of the sewage to be accepted and shall determine that the city has the excess capacity to enable it to dispose of the sewage to be accepted.
 - 3. *Service Charge for Sewage Outside the City.* Monthly service charge for disposal of sewage to the city system shall be as provided by contract.
 - 4. *Trunk and Lateral Connections Outside the City.* All trunks, laterals or any special facilities required for acceptance and transportation of sewage which shall be

connected to the city sewerage system shall be subject to approval of the mayor, and any additions to an approved system so connected shall also be subject to the approval of the mayor. Municipalities desiring a contract for connection to the city sewerage system shall file with the sewer department, or the city engineer, drawings describing and locating all trunks, laterals and any special facilities associated to the system. Satisfactory provisions for maintenance shall be made and where necessary, the city shall have the right to perform maintenance operations on facilities outside the city at the cost of the contracting party. The city shall have the right of inspection of all facilities connected to the city sewage system.

5. *Connections Points for Trunks, Laterals or Special Facilities Outside City.* All connections to the trunks, laterals, or special facilities of the city sewerage system shall be at points designed by the city. Connection shall be under the supervision of the city and the cost thereof shall be borne by the party connecting to the city system which cost shall be in addition to other charges.

6. *Property Owner Outside City Subject to City Sewage Regulations.* Owners and/or tenants of all property connected to the sewerage system through or by any district, municipality or governmental unit contracting for such service, shall be subject to all rules and regulations governing sewage and sewage disposal within the city. Failure to abide by such rules and regulations shall be cause for cancellation of continued transmission and treatment service to the entire district, municipality, or governmental unit.

7. *Expired sewer contracts.* If a wholesale sewage disposal contract expires and a replacement contract for that wholesaler is not yet in effect, the city may for a period not longer than five years after expiration, continue to provide sewage disposal service to the wholesaler in accordance with the following: (i) the rates and charges to be paid by the wholesaler for such service shall be as determined by the Public Works Director by written notice(s) to the wholesaler, but in no case will be less than the rates and charges as calculated under the provisions of expired contract and (ii) all other terms and conditions of such service shall be deemed the same as provided in the expired contract, except as determined otherwise from time to time by the Public Works Director by written notice(s) to the wholesaler. By continuing to deliver sewage to the city after contract expiration, the wholesaler is deemed subject to this subsection.

C. Retail sewer service shall be subject to the following conditions:

1. *Sewage Service Outside City—Review by Mayor.* Prior to allowing any retail service outside the city, the mayor shall review the quality and quantity of the sewage to be accepted and shall determine that the city has the excess capacity to enable it to dispose of the sewage to be accepted.
2. *Service Charge for Sewage Outside City.* Monthly service charge for sewer service shall be as provided under the current sewer rate ordinances of the city, less surface water protection and enhancement, plus a fifty percent surcharge.

3. *Utility Service Agreement.* Properties located outside the city limits receiving water service from the city are deemed by the city as eligible to receive retail sewer service per the provisions of this chapter. Property owners requesting sewer service shall submit an agreement to be recorded on the property with the property records of Snohomish County in a form approved by the city attorney in which the owners and persons having an interest in the property agree to the following (unless otherwise authorized in writing by the city attorney): annexation of the property to the city; designation of the city's mayor or designee as attorney-in-fact to execute annexation documents; petition for and participation without protest in the formation of any local improvement district or utility local improvement district for sewer service; payment of connection fees and monthly charges established from time to time by the city; and agreement to abide by all city ordinances, rules, and regulations regarding sewer service.

4. *Connection Charge for Sewage Outside the City.* The connection charges for retail service areas outside the city limits shall be as provided in Section [14.08.135](#) (Special connection charges).

5. *Property Owner Outside City Subject to City Sewage Regulations.* Owners and/or tenants of all property connected to the city sewerage system shall be subject to all rules and regulations governing sewage and sewage disposal within the city. Failure to abide by such rules and regulations shall be cause for cancellation of service.

6. Areas outside the city shall not be eligible for benefits per Ordinance No. [1561-89](#), as amended.

7. Nothing in this section shall be construed to require the provision of sewer service outside of the city limits and the city's decision to extend such service shall remain a discretionary authority of the city.

Section 2. The following is provided for reference and may not be complete:

EMC Amended by this Ordinance	Ordinance History of EMC Amended by this Ordinance
EMC 14.04.150	(Ord. 2366-99 § 1, 1999; prior code § 14.12.170)

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other

matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 6. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

CASSIE FRANKLIN, MAYOR

ATTEST:

CITY CLERK

Passed: _____

Valid: _____

Published: _____

Effective: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a special improvement project entitled "Sewer "O" Utility Upgrades Phase 2" Fund 336, Program 026, as established by Ordinance No. 3834-21.

Council Bill # *interoffice use*

CB 2503-20

Agenda dates requested:

Briefing
1st Reading 03/19/25
2nd Reading 03/26/25
Consent
Action 04/02/25
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Sewer "O" Utility Upgrades Phase 2

Partner/Supplier:

Location: 36th Street from Smith to McDougal, Lombard from 32nd to 35th

Preceding action: Ordinance 3834-21, approved on [11/24/21](#)

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

Ordinance No. 3834-21 appropriated \$7,580,000 in local funds to Fund 336, Program 026 for the project.

Project design costs incurred to date are \$21,602.50

Project summary statement:

This project will install new sewer mains within the general area of 36th St. from Smith Ave. to McDougal Ave., McDougal Ave. between 36th St. and 35th St., 35th St. from Oakes St. to McDougal Ave., 32nd St. west for about 200 ft west of Broadway Ave. The new sewer main will route flows out of pipes that are currently having capacity issues and provide additional capacity to the sewer basin. Sewer main pipe will be replaced and upsized on Lombard Ave. from 32nd St., to 35th St.

The department currently has the 36th Street Combined Sewer Outflows (CSO) project on-going and is unable to make further progress on this project until completion of 36th Street CSO. After careful consideration, the department determined that the project will be deferred and re-scheduled for a later time outside of the current water & sewer utility rate cycle.

Upon reopening the project, the department will return to council with a new funding ordinance.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Sewer "O" Utility Upgrades Phase 2" Fund 336, Program 026, as established by Ordinance No. 3834-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Sewer “O” Utility Upgrades Phase 2” Fund 336, Program 026, as established by Ordinance No. 3834-21.

WHEREAS,

- A.** The special improvement project entitled “Sewer “O” Utility Upgrades Phase 2” Fund 336, Program 026, was established to provide for identified improvements.
- B.** The project has been deferred to a future date and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Sewer “O” Utility Upgrades Phase 2” Fund 336, Program 026, as established by Ordinance No. 3834-21 be closed.

Section 2. That the final expenses and revenues for the “Sewer “O” Utility Upgrades Phase 2” Fund 336, Program 026 are as follows:

A. Expense	
Design	\$ 21,603
Remaining Balance Transfer to Fund 401	<u>\$7,558,397</u>
Total Expenses	\$7,580,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$7,580,000</u>
Total Funds	\$7,580,000

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:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a special improvement project entitled “Everett Point Industrial Center (EPIC) Green Bridge” Fund 303, Program 132, to accumulate all costs for the improvement.

Council Bill #

CB 2503-21

Agenda dates requested:

Briefing

1st Reading 3/19/25

2nd Reading 3/26/25

Consent

3rd Reading 4/2/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Everett Point Industrial Center (EPIC) Green Bridge

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

Location: Everett Avenue to the EPIC site

Preceding action: N/A

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

The programmed available funding for design of the project is \$5,000,000. The funding sources for this project will be as follows:

DEMO Grant – ID # WA365	\$ 850,000
Fund 157 – Traffic Mitigation	<u>4,150,000</u>
Total Funds	\$5,000,000

This ordinance will provide funding authorization for the design phase of the project. The department will bring a subsequent ordinance that will include construction funding for Council consideration in the future.

Project summary statement:

This project will construct a new bridge over Railway Avenue that will extend Everett Avenue from its current terminus at E. Grand Avenue and provide connection to the EPIC Green site. The site spans over 100 acres, of which the City owns 64 acres. Currently, its sole access is via Railway Avenue, via an at-grade crossing of the BNSF railway mainline.

The site currently hosts the City’s Police Department impound yard and City’s Public Works bulk storage yard. The department also plans to move and consolidate its Public Works Service Center to this location.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Everett Point Industrial Center (EPIC) Green Bridge” Fund 303, Program 132, to accumulate all costs for the improvement.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Everett Point Industrial Center (EPIC) Green Bridge” Fund 303, Program 132, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a comprehensive bridge construction, maintenance, and safety program.
- B.** The City of Everett has identified the need and obtained funds to construct a bridge from Everett Avenue to the EPIC site.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 132, entitled “Everett Point Industrial Center (EPIC) Green Bridge” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 4. The sum of \$5,000,000 is hereby appropriated to Fund 303, Program 132, “Everett Point Industrial Center (EPIC) Green Bridge” as follows:

A.	Estimated Design Costs	\$5,000,000
B.	Source of Funds	
	DEMO Grant – ID # WA365	\$ 850,000
	Fund 157 – Traffic Mitigation	<u>4,150,000</u>
	Total Funds	\$5,000,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at everettwa.gov/city-council. Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

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

DATE: 4-2-25

NAME (required): Jose Villalaz

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

EMAIL (optional): _____ PHONE (optional): 425-344-7363

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

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Abandoned, vacant properties surrounding Andy's Place Compass Health Enforcement.

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

4-2-2025
Wed

To: Everett City Council & Mayor

From: Jimmy Castro 4618 Fowler AV #35 Everett, WA
360 591-3920 CastroJimmy414@gmail.com

Re: (1) Release of ALL Jimmy Castro Money now
(2) Copyrights/Patents West Coast 17 songs &
Songwriting Theorem Invention & sale contract of
Songwriting Theorem

(3) construction date start of Funko Field for
Baseball High A minor league Everett
Aquaso X Baseball Club

Jimmy Castro

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

Contact the Mayor

Thank you for contacting the Mayor's Office.

Please use this form to provide feedback, share concerns or ask a question.

Additional entry fields will appear when you check 'yes' in a category below. You may choose more than one category.

Reply email	maryfrancis.witte@kotatv.com
General subject	Other
Would you like to give a compliment, share your opinion or a concern ?	Yes
Describe your concern or compliment	Good Morning Mayor, I would like to see an NFL Team in Everett. And a WNBA Team and an NBA team and an MLB and a NWSL Team and an NHL Team in Everett Thank you, Mary Francis Witte
Upload attachment if needed	Field not completed.
Do you have a question for the Mayor or her staff? If you have an inquiry, please provide your question, name and telephone number in the spaces provided so the City can contact you.	Yes
Your inquiry:	Sports in Everett
Name	Field not completed.
Phone Number	Field not completed.

**City Of Everett
2025 Proposed
Budget Amendment #1
April 2, 2025**

Budget Amendment #1

- Professional Service Agreement in the Amount of \$457,000
With SOJ- Approved on December 18, 2024
- Professional Service Agreement in the Amount of \$200,000
With Bayley Construction LP- Approved on February 12, 2025
- Council to Consider Budget Amendment for Outside Legal
Council Initial Legal Fees in the Amount of \$600,000 - April 2, 2025



Budget Amendment For Initial Legal Fees

- **PFM Financial Advisors-** Develop a Finance Plan Including Bonding
- **Kimley Horn-** Initiate Communication With Property and Business Owners With Regard to Acquisition and Relocation
- **Outside Legal Council-** Start Appraisal Process, Negotiate PDB Contract, Draft Lease Agreement with USL and Aquasox
- **Stafford Sports-** Developing Detailed Pro-forma Based on National Comparable Stadium, Leases and Operating Costs to Validate Assumptions and Provide Guidance in MOU and Initial Lease Terms



**Thank You
Discussion**