



# EVERETT

WASHINGTON

## **Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, May 7, 2025 City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: April 30, 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 \$4,340,204.21 For The Period Ending April 19, 2025 Through April 25, 2025.

Documents:

[RES\\_CLAIMS PAYABLE 4.25.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,624,911.53 For The Period Ending April 19, 2025.

Documents:

[2025 RESOLUTION FOR PAYROLL PAY PERIOD 09.PDF](#)

(3) Award The Construction Contract For The 2025 Pavement Maintenance Overlay Project To Granite Construction Company Of Everett, WA In The Amount Of \$1,327,733.50.

Documents:

[2025 PAVEMENT MAINTENANCE OVERLAY\\_AWARD.PDF](#)

(4) Accept The Citywide Bicycle Wayfinding Project As Complete And Authorize The Mayor To Sign The Certificate Of Completion.

Documents:

[ALWAYS ACTIVE LLC-CITYWIDE BICYCLE WAYFINDING-FINAL  
ACCEPTANCE.PDF](#)

(5) Accept The Evergreen Pump Station Modifications Project As Complete And Authorize The Mayor To Sign The Certificate Of Completion.

Documents:

[MCCLURE AND SONS-EVERGREEN PUMP STA-FINAL ACCEPT.PDF](#)

(6) Authorize The Mayor To Sign The Contract With NW Innovation Resource Center To Provide Business Support Services From 2025-2027.

Documents:

[NWIRC CONTRACT AMEND 2025-2027.PDF](#)

PROPOSED ACTION ITEMS:

(7) CB 2504-25 – 2nd Reading - Adopt An Ordinance Creating A Special Improvements Project Entitled "Later Phase Eclipse Mill Park", Fund 308, Program 083, To Accumulate Construction Costs For The Eclipse Mill Park Project In The Amount Of \$4,400,000. (3rd & Final Reading 5/14/25)

Documents:

[CB 2504-25.PDF](#)

(8) CB 2504-26 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "WPCF FEN Meter Replacement" Fund 336, Program 048. (3rd & Final Reading 5/14/25)

Documents:

[CB 2504-26.PDF](#)

(9) CB 2504-27 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Edgewater Creek Bridge Replacement" Fund 303, Program 115, To Accumulate All Costs For The Improvement And Repealing Ordinance No. 4072-25. (3rd & Final Reading 5/21/25)

Documents:

[CB 2504-27.PDF](#)

BRIEFING & PROPOSED ACTION ITEM:

(10) CB 2504-28 – 1st Reading - Adopt An Ordinance Relating To Utilization Of Apprentices On Public Works Construction Projects, Adding A New Section To Chapter 3.80 EMC. (3rd & Final Reading 5/21/25)

Documents:

[CB 2504-28.PDF](#)

Executive Session

Adjourn

## **PARTICIPATION IN REMOTE COUNCIL MEETINGS**

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

## **AGENDAS, BROADCAST AND RECORDINGS**

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

## **CONTACT THE COUNCIL**

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

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



Whereas the claims payable by check against the City of Everett for the period April 19, 2025 through April 25, 2025, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

Fund	Department	Amount
002	General Funds	20,578.31
003	Legal	2,625.00
009	Misc Financial Funds	39,997.49
018	Communications, Mktg & Engag	4,500.00
021	Planning & Community Dev	2,694.45
024	Public Works-Engineering	59,787.58
030	Emergency Management	7,584.64
031	Police	9,036.37
032	Fire	108,971.02
TOTAL GENERAL FUND		\$ 255,774.86

Fund	Department	Amount
101	Parks & Recreation	13,201.53
112	Municipal Arts	15,772.39
120	Public Works - Streets	2,407.38
130	Develop & Const Permit Fee	116.80
138	Hotel/Motel Tax Fund	11,353.63
145	Cum Res/ Real Prop Acq.	8,242.50
146	Property Management	17,125.03
153	Emergency Med Svc	101,781.91
155	Capital Reserve Fund	14,582.48
156	Criminal Justice	12,476.38
157	Traffic Mitigation	19,135.90
197	CHIP Loan Program	10,223.00
198	Comm Dev Block Grants	1,310.24
303	Public Works Impr. Projects	74,921.39
336	Water & Sewer Sys Improv I	80,193.92
342	City Facilities Const.	2,904,037.24
354	Parks Capital Const.	10,852.63
401	Public Works-Uilities	272,296.30
402	Solid Waste Utility	8,162.07
425	Public Works-Transit	97,809.07
430	Everpark Garage	2,071.93
440	Golf	26,072.12
501	MVD - Trans Services	135,729.70
503	Self-Insurance	22,821.00
505	Computer Reserve	3,327.51
507	Telecommunications	1,501.35
508	Health Benefits Reserve	8,268.75
637	Police Pension	42,380.06
638	Fire Pension	70,215.65
661	Claims	66,459.41
665	Other Special Agency Funds	29,580.08
TOTAL CLAIMS		4,340,204.21

Councilperson introducing Resolution \_\_\_\_\_ day of \_\_\_\_\_, 2025

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025





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

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

That the payroll of the employees of the City of Everett as of April 19th, and checks issued April 25, 2025, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	13,681.28	7,546.65
003	Legal	99,014.89	27,181.58
004	Administration	54,799.84	12,266.75
005	Municipal Court	85,073.47	28,077.31
007	Personnel	54,661.93	17,359.63
010	Finance	118,726.53	37,080.50
015	Information Technology	123,179.33	38,650.82
018	Communications and Marketing	18,588.25	5,307.14
021	Planning & Community Dev	128,287.52	40,034.30
024	Public Works	238,711.48	77,396.89
026	Animal Shelter	58,554.89	22,025.33
030	Emergency Management	8,322.24	2,677.49
031	Police	1,269,213.19	312,453.34
032	Fire	821,384.23	195,276.76
038	Facilities/Maintenance	102,976.50	39,314.04
101	Parks & Recreation	145,050.59	55,276.93
110	Library	112,376.31	38,397.97
112	Community Theatre	8,974.24	6,497.91
120	Street	79,225.42	27,573.27
153	Emergency Medical Services	451,172.86	100,175.38
197	CHIP	7,988.03	2,032.04
198	Community Dev Block	4,049.68	1,268.69
401	Utilities	946,692.74	344,952.28
425	Transit	544,176.65	200,761.37
440	Golf	43,157.35	13,508.75
501	Equip Rental	86,872.09	31,633.01
		<u>\$5,624,911.53</u>	<u>\$1,684,726.13</u>

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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



## City Council Agenda Item Cover Sheet

**Project title:** Award the construction contract for the 2025 Pavement Maintenance Overlay project to Granite Construction Company of Everett, WA in the amount of \$1,327,733.50.

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 05/07/2025  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Bid Summary, Project Map

**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:** 2025 Pavement Maintenance Overlay

**Partner/Supplier:** Granite Construction Company

**Location:** Various locations within city, see attached vicinity maps

**Preceding action:** [Authorize Call for Bids, 3/5/25](#)

**Fund:** 119 – Street Improvements

**Fiscal summary statement:**

Bid proposals for the 2025 Pavement Maintenance Overlay project were opened on April 15, 2025, with two bid proposals received. Granite Construction Company of Everett, WA was the lowest responsible bidder in the amount of \$1,327,733.50.

The project will be funded as follows:

Fund 119 – Street Improvements	\$1,327,733.50
--------------------------------	----------------

**Project summary statement:**

The 2025 Pavement Maintenance Overlay Project will overlay various locations, including 34<sup>th</sup> Avenue, Ross Avenue, E. Casino Road, and portions of Evergreen Way. The roadways require resurfacing to prevent further deterioration and ensure the continued safety and functionality of the roadways.

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

Award the construction contract for the 2025 Pavement Maintenance Overlay project to Granite Construction Company of Everett, WA in the amount of \$1,327,733.50.



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

BID SUMMARY

2025 Pavement Maintenance Overlay, City of Everett, WA #3830  
W.O.# 3830

Date: 4/15/2025

For: Dan Enrico, Project Engineer

**Bidder Name:**

**Bidder Totals:**

Engineers Estimate

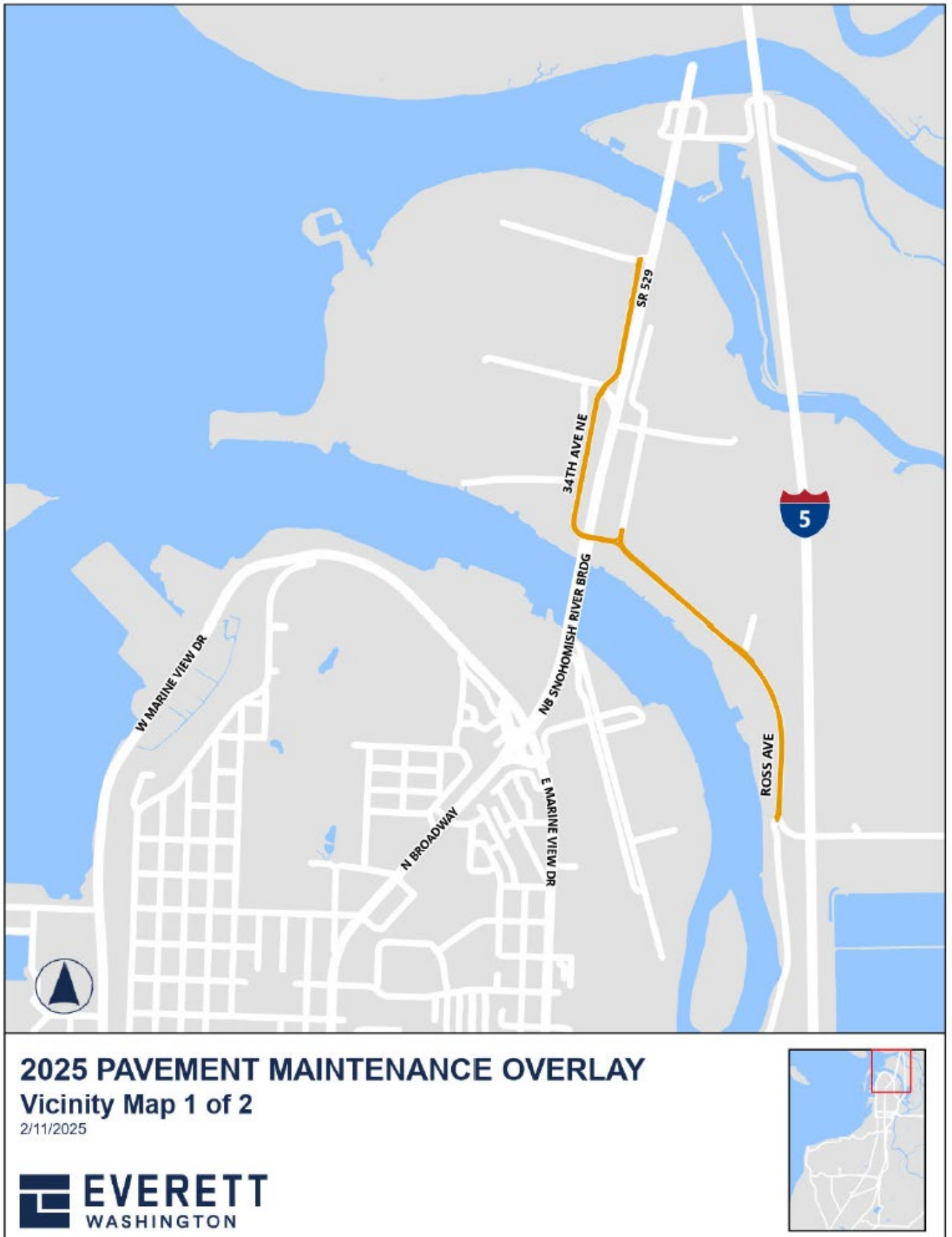
\$1,233,977.00

Granite Construction Company

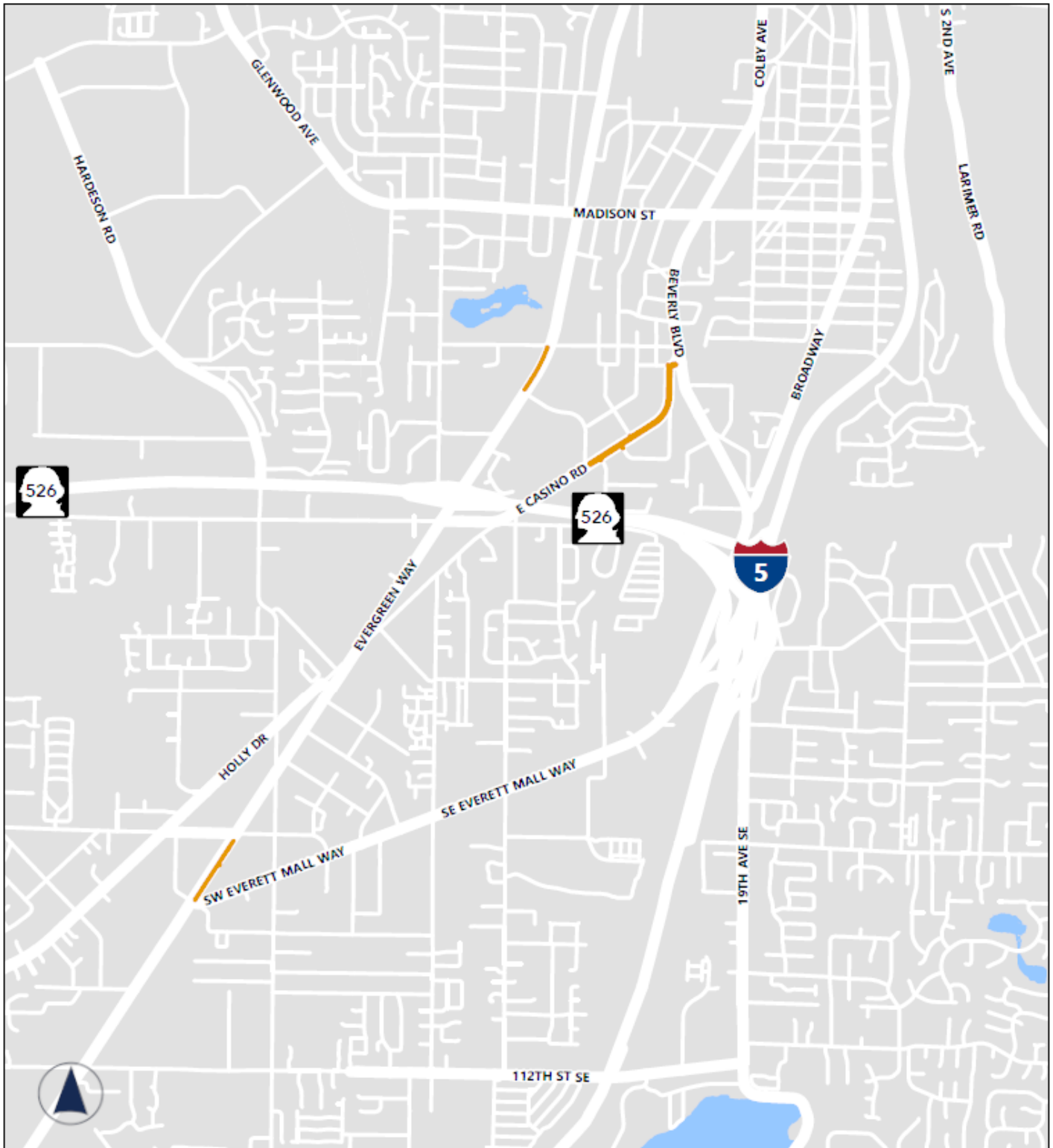
\$1,327,733.50

Lakeside Industries Inc

\$1,429,691.00

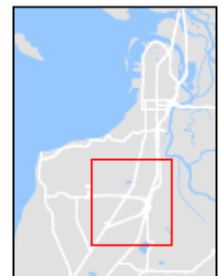


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## 2025 PAVEMENT MAINTENANCE OVERLAY Vicinity Map 2 of 2

9/11/2024



**Project title:** Citywide Bicycle Wayfinding; Final Acceptance

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 05/07/2025  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Final Contract Voucher,  
Affidavit of Amounts Paid  
DBE Participation,  
Subcontractor Tracking Log,  
Final Estimate, Certificate of  
Completion

**Department(s) involved:**

Public Works, Admin

**Contact person:**

Tom Hood

**Phone number:**

425-257-8809

**Email:**

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

**Initialed by:**

RLS

Department head

Administration

Council President

**Consideration:** Final Acceptance & Certificate of Completion

**Project:** Citywide Bicycle Wayfinding

**Partner/Supplier:** Always Active Services LLC

**Location:** Citywide

**Preceding action:** Award: [12/6/2023](#)

**Fund:** 303 – Public Works Improvement Projects

**Fiscal summary statement:**

The programmed available funding for this project includes a State Pedestrian & Bicycle Safety Program (PB) grant of \$373,090 and local matching funds of \$100,000 from Fund 119 – Street Improvements for a total of \$473,090.

Always Active Services of Seattle, WA was awarded the contract in the amount of \$363,113.

**FINAL PAYMENT**

Fund 303 – Public Works Improvements Projects	<u>\$ 340,318.05</u>
Total Payment	<u>\$ 340,318.05</u>

**Project summary statement:**

This project installed wayfinding signs and pavement markings for bicyclists at multiple locations to facilitate the safe travel of bicyclists and pedestrians.

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

Accept the Citywide Bicycle Wayfinding Project as complete and authorize the Mayor to sign the Certificate of Completion.

## CERTIFICATE OF COMPLETION

Project:	Citywide Bicycle Wayfinding
Contractor:	Always Active LLC
Work Order Number:	PW 3786

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

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

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

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

Recommended:

\_\_\_\_\_  
Ryan Sass, Director of Public Works

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Cassie Franklin, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Office of the City Clerk

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



March 4, 2025

Ms. Amanda Franks and Mr. Sam Franks  
Always Active Services, LLC  
2014 171<sup>st</sup> Avenue SE  
Snohomish, WA 98290

RE: Citywide Bicycle Wayfinding Project  
Work Order # PW-3786  
Final Estimate and Final Contract Voucher: March 4, 2025

Dear Ms. Amanda Franks and Mr. Sam Franks,

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

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

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

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

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

If you have any questions, please contact me at 425-257-7225 or by email at [Kalewine@everettwa.gov](mailto:Kalewine@everettwa.gov).

Sincerely,

*Keith Alewine*

Keith Alewine  
Construction Manager

#### Public Works



3200 Cedar Street  
Everett, WA 98201



425-257-8800  
425-257-8882 Fax



[everettpw@everettwa.gov](mailto:everettpw@everettwa.gov)  
[everettwa.gov/pw](http://everettwa.gov/pw)





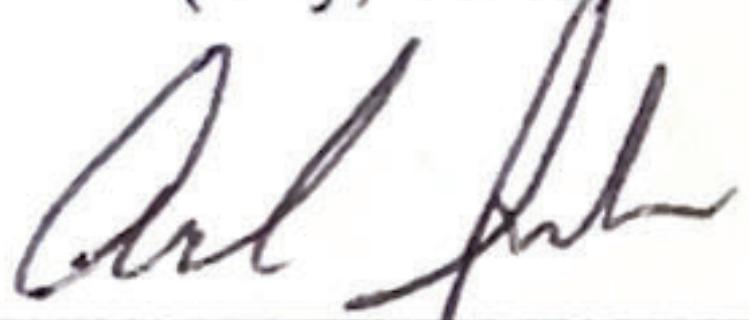
## Final Contract Voucher Certificate

Contractor <b>Always Active services, LLC</b>			
Street Address <b>2014 171st Avenue SE</b>			
City <b>Snohomish</b>	State <b>WA</b>	Zip <b>98290</b>	Date <b>3/4/2025</b>
Work Order No. <b>PW-3786</b>			
Project Title <b>Citywide Bicycle Wayfinding</b>			
Date Work Physically Completed <b>11/6/2025</b>		Final Amount <b>\$340,318.05</b>	

### Contractor's Certification

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

DATED at Snohomish, WA this 15<sup>th</sup> day of April, 2025.  
(City, State)

  
Contractor Authorized Signature  
Amanda Franks  
Printed Name

owner  
Title

### Public Works Department Certification

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

Approved Date \_\_\_\_\_

  
Keith Alewine, Construction Manager

\_\_\_\_\_  
Ryan Sass, Director of Public Works

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





City of Everett  
Construction Management

**Affidavit of Amounts Paid DBE Participants**

Contractor: <u>Always Active Services</u>		Date: <u>11/20/24</u>		
Address: <u>2014 171st Ave SE</u>		City: <u>Snohomish</u>		State: <u>WA</u> Zip Code: <u>98290</u>
Project Title: <u>Citywide Bicycle Wayfinding</u>				Project Work Order #: <u>PW- 3786</u>
Federal Aid Project Number (if Federally Funded)				
Contract Bid Price: \$			DBE Condition of Award: <u>n/a</u> \$	
DBE Participant Name and Address		Ethnic Code	Contract Type	Bid Item No.(s)
<u>n/a</u>		<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
Ethnic Code: B = Black H = Hispanic A = Asian American		Contract Type: S = Subcontractor M = Material Supplier JV = Joint Venture		Total DBE Participation Achieved \$ <u>0</u>
I = American Indian and Alaskan Native O = Other				

**Affidavit**

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

	Signature <u>[Signature]</u>	Title <u>owner</u>
	Subscribed and sworn before me this: <u>20th</u> day of <u>November</u> , <u>2024</u>	
	_____ Notary Public in and for the State of Washington	
	residing at <u>Lynnwood, WA</u>	

THIS FORM IS REQUIRED WITH THE FINAL ESTIMATE  
FROM THE PRIME CONTRACTOR ON ALL PROJECTS

SUBCONTRACTOR TRACKING LOG

PROJECTCitywide Bicycle Wayfinding

JOB NUMBERWO PW-3786

FEDERAL AID NUMBERTA

STATE FUND NUMBER:HLP-PB21(014)

CONTRACT BID AMOUNT(excludes WSST)\$363,113.00

	Prime Contractor: Always Active	604594690						NA	Yes	No	Yes	NA	NA	64925	8/5/2022	1420008	4/24/2024	1368538	12/23/2024
Req #	Subcontractor	UBI #	Amount	This %	Prior %	% To Date	Return Date	FED CERT	DBE	MBE	WBE	DBE ONSITE INTERVIEW	WAGE RATE INTERVIEW	COEBL	DATE RECEIVED	L&I Intent	Date	L&I Affidavit	Date
1	Specialized Pavement Markings (SPM)	602001003	\$142,882.00	39.349	0.00	39.349	3/27/2024	NA	NA	NA	NA	NA	NA	55302	3/2/2016	1428524	5/15/2024	1375638	1/7/2025
2	Method Traffic Control	604744529	\$20,075.00	5.529	39.349	44.88	5/23/2024	NA	NA	NA	NA	NA	NA	64146	1/25/2022	1428513	5/23/2024	1369302	3/11/2025
	Vendors, Suppliers, Services																		
1																			
	TOTAL		\$162,957.00																
	CHECKED DATE		3/27/2025																

CONTRACT ESTIMATE VOUCHER

Schedule: A

40730

1

Recommended By: Keith Alewine

Date: 11/7/2024

CM Check: Keith Alewine

Date: 11/7/2024

Retainage not withheld  
per Retainage Bond  
# 100024816

Date: 11/07/2024

PM Review: Laura L Claywell

Date: 11-19-2024

PW Director: [Signature]

Contractor: Always Active Services, LLC

Project: Citywide Bicycle Wayfinding

Estimate: 3

W.O.# PW3786

Ends: 11/1/2024

FINAL

SCHEDULE	ORG. CONTRACT	TO DATE	VARIANCE
A	\$ 363,113.00	\$ 340,318.05	\$ (22,794.95)
Total	\$ 363,113.00	\$ 340,318.05	\$ (22,794.95)

TOTAL

LESS RETENTION 0.0%

SALES TAX 0.0%

AMOUNTS PAID

DUE THIS ESTIMATE

TO DATE	PREVIOUS	PRESENT
\$ 340,318.05	\$ 315,895.25	\$ 24,422.80
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 340,318.05	\$ 315,895.25	\$ 24,422.80
		\$ 24,422.80

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	PRESENT QUANTITY	PRESENT TOTAL
1	MINOR CHANGE	F.A.	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
2	RECORD DRAWINGS (MINIMUM B/D)	L.S.	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00
3	SPCC PLAN	L.S.	\$ 500.00	1.00	\$ 500.00	1.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
4	MOBILIZATION	L.S.	\$ 40,000.00	1.00	\$ 40,000.00	1.00	\$ 40,000.00	1.00	\$ 40,000.00	0.90	\$ 36,000.00	0.10	\$ 4,000.00
5	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	\$ 35,000.00	1.00	\$ 35,000.00	1.00	\$ 35,000.00	1.00	\$ 35,000.00	0.90	\$ 31,500.00	0.10	\$ 3,500.00
6	FLAGGERS	HR	\$ 1.00	720.00	\$ 720.00	720.00	\$ 720.00	55.25	\$ 55.25	55.25	\$ 55.25	0.00	\$ -
7	UNIFORMED POLICE OFFICER	HR	\$ 45.00	96.00	\$ 4,320.00	96.00	\$ 4,320.00	53.00	\$ 2,385.00	53.00	\$ 2,385.00	0.00	\$ -
8	EROSION/WATER POLLUTION CONTROL	L.S.	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	0.50	\$ 500.00	0.50	\$ 500.00
9	PERMANENT SIGNING	L.S.	\$ 100,000.00	1.00	\$ 100,000.00	1.00	\$ 100,000.00	1.00	\$ 100,000.00	0.96	\$ 96,000.00	0.04	\$ 4,000.00
10	REMOVING PLASTIC CROSSWALK LINE	S.F.	\$ 5.80	1,500.00	\$ 8,700.00	1,500.00	\$ 8,700.00	1,410.00	\$ 8,178.00	1,310.00	\$ 7,598.00	100.00	\$ 580.00
11	REMOVING PLASTIC LINE	L.F.	\$ 4.20	3,655.00	\$ 15,351.00	3,655.00	\$ 15,351.00	4,969.00	\$ 20,869.80	3,515.00	\$ 14,763.00	1,454.00	\$ 6,106.80
12	REMOVING PLASTIC TRAFFIC MARKING	EACH	\$ 265.00	2.00	\$ 530.00	2.00	\$ 530.00	2.00	\$ 530.00	2.00	\$ 530.00	0.00	\$ -
13	PLASTIC BIKE ROUTE ON SIDEWALK SYMBOL (WHITE)	EACH	\$ 368.00	29.00	\$ 10,672.00	29.00	\$ 10,672.00	29.00	\$ 10,672.00	27.00	\$ 9,936.00	2.00	\$ 736.00
14	PLASTIC BIKE SYMBOL - DRIVEWAY (WHITE)	EACH	\$ 900.00	1.00	\$ 900.00	1.00	\$ 900.00	1.00	\$ 900.00	1.00	\$ 900.00	0.00	\$ -
15	PLASTIC CROSSWALK MARKING (GREEN AND WHITE)	S.F.	\$ 24.00	2,625.00	\$ 63,000.00	2,625.00	\$ 63,000.00	2,592.00	\$ 62,208.00	2,592.00	\$ 62,208.00	0.00	\$ -
16	PLASTIC DOUBLE LINE (YELLOW)	L.F.	\$ 11.00	400.00	\$ 4,400.00	400.00	\$ 4,400.00	400.00	\$ 4,400.00	400.00	\$ 4,400.00	0.00	\$ -
17	PLASTIC BIKE LANE SYMBOL (WHITE)	EACH	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -
18	PLASTIC BIKE LANE STRAIGHT/LEFT TURN SYMBOL (WHITE)	EACH	\$ 1,000.00	2.00	\$ 2,000.00	2.00	\$ 2,000.00	2.00	\$ 2,000.00	2.00	\$ 2,000.00	0.00	\$ -
19	PLASTIC BIKE LANE LEFT/RIGHT TURN ARROW SYMBOL (WHITE)	EACH	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -
20	PLASTIC BIKE LANE LEFT/STRAIGHT/RIGHT TURN ARROW SYMBOL (WHITE)	EACH	\$ 1,000.00	2.00	\$ 2,000.00	2.00	\$ 2,000.00	2.00	\$ 2,000.00	2.00	\$ 2,000.00	0.00	\$ -
21	PLASTIC SHARROW STRAIGHT SYMBOL (WHITE)	EACH	\$ 1,000.00	13.00	\$ 13,000.00	13.00	\$ 13,000.00	13.00	\$ 13,000.00	13.00	\$ 13,000.00	0.00	\$ -
22	PLASTIC SHARROW STRAIGHT SYMBOL (WHITE ON GREEN BACKGROUND)	EACH	\$ 1,000.00	18.00	\$ 18,000.00	18.00	\$ 18,000.00	18.00	\$ 18,000.00	18.00	\$ 18,000.00	0.00	\$ -
23	PLASTIC SHARROW LEFT TURN SYMBOL (WHITE ON GREEN BACKGROUND)	EACH	\$ 2,575.00	1.00	\$ 2,575.00	1.00	\$ 2,575.00	1.00	\$ 2,575.00	1.00	\$ 2,575.00	0.00	\$ -
24	PLASTIC SHARROW RIGHT TURN SYMBOL (WHITE)	EACH	\$ 1,100.00	1.00	\$ 1,100.00	1.00	\$ 1,100.00	2.00	\$ 2,200.00	2.00	\$ 2,200.00	0.00	\$ -
25	PLASTIC SHARROW RIGHT TURN/STRAIGHT SYMBOL (WHITE)	EACH	\$ 1,100.00	1.00	\$ 1,100.00	1.00	\$ 1,100.00	1.00	\$ 1,100.00	1.00	\$ 1,100.00	0.00	\$ -
26	PLASTIC SHARROW LEFT/RIGHT TURN SYMBOL (WHITE)	EACH	\$ 1,100.00	1.00	\$ 1,100.00	1.00	\$ 1,100.00	1.00	\$ 1,100.00	1.00	\$ 1,100.00	0.00	\$ -

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	PRESENT QUANTITY	PRESENT TOTAL
27	PLASTIC SHARROW LEFT/STRAIGHT/RIGHT TURN SYMBOL (WHITE)	EACH	\$ 1,100.00	1.00	\$ 1,100.00	1.00	\$ 1,100.00	1.00	\$ 1,100.00	1.00	\$ 1,100.00	0.00	\$ -
28	PLASTIC SHARROW LEFT/STRAIGHT/RIGHT TURN SYMBOL (WHITE ON GREEN BACKGROUND)	EACH	\$ 4,045.00	1.00	\$ 4,045.00	1.00	\$ 4,045.00	1.00	\$ 4,045.00	1.00	\$ 4,045.00	0.00	\$ -



W.O.# PW3786

Contractor: Always Active Services, LLC

Project: Citywide Bicycle Wayfinding

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

Reviewed By	Keith Alewine	Keith Alewine	Keith Alewine
Date	5/31/2024	6/17/2024	11/6/2024

Schedule	ITEM #	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	TOTAL QUANTITY	Est 1	Est 2	Est 3	Est 4	Est 5	Est 6	Est 7	Est 8	Est 9	Est 10
						5/17/2024	6/17/2024	10/31/2024	Date4	Date5	Date6	Date7	Date8	Date9	Date10
A	1	MINOR CHANGE	F.A.	1.00	0.00	0.00	0.00	0.00							
A	2	RECORD DRAWINGS (MINIMUM BID)	L.S.	1.00	1.00	0.00	0.00	1.00							
A	3	SPCC PLAN	L.S.	1.00	0.00	0.00	0.00	0.00							
A	4	MOBILIZATION	L.S.	1.00	1.00	0.50	0.40	0.10							
A	5	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1.00	1.00	0.44	0.46	0.10							
A	6	FLAGGERS	HR	720.00	55.25	55.25	0.00	0.00							
A	7	UNIFORMED POLICE OFFICER	HR	96.00	53.00	53.00	0.00	0.00							
A	8	EROSION/WATER POLLUTION CONTROL	L.S.	1.00	1.00	0.50	0.00	0.50							
A	9	PERMANENT SIGNING	L.S.	1.00	1.00	0.66	0.30	0.04							
A	10	REMOVING PLASTIC CROSSWALK LINE	S.F.	1,500.00	1,410.00	1,310.00	0.00	100.00							
A	11	REMOVING PLASTIC LINE	L.F.	3,655.00	4,969.00	3,515.00	0.00	1,454.00							
A	12	REMOVING PLASTIC TRAFFIC MARKING	EACH	2.00	2.00	0.00	2.00	0.00							
A	13	PLASTIC BIKE ROUTE ON SIDEWALK SYMBOL (WHITE)	EACH	29.00	29.00	0.00	27.00	2.00							
A	14	PLASTIC BIKE SYMBOL - DRIVEWAY (WHITE)	EACH	1.00	1.00	0.00	1.00	0.00							
A	15	PLASTIC CROSSWALK MARKING (GREEN AND WHITE)	S.F.	2,625.00	2,592.00	2,592.00	0.00	0.00							
A	16	PLASTIC DOUBLE LINE (YELLOW)	L.F.	400.00	400.00	400.00	0.00	0.00							
A	17	PLASTIC BIKE LANE SYMBOL (WHITE)	EACH	1.00	1.00	0.00	1.00	0.00							
A	18	PLASTIC BIKE LANE STRAIGHT/LEFT TURN SYMBOL (WHITE)	EACH	2.00	2.00	0.00	2.00	0.00							
A	19	PLASTIC BIKE LANE LEFT/RIGHT TURN ARROW SYMBOL (WHITE)	EACH	1.00	1.00	0.00	1.00	0.00							
A	20	PLASTIC BIKE LANE LEFT/STRAIGHT/RIGHT TURN ARROW SYMBOL (WHITE)	EACH	2.00	2.00	0.00	2.00	0.00							
A	21	PLASTIC SHARROW STRAIGHT SYMBOL (WHITE)	EACH	13.00	13.00	0.00	13.00	0.00							
A	22	PLASTIC SHARROW STRAIGHT SYMBOL (WHITE ON GREEN BACKGROUND)	EACH	18.00	18.00	0.00	18.00	0.00							
A	23	PLASTIC SHARROW LEFT TURN SYMBOL (WHITE ON GREEN BACKGROUND)	EACH	1.00	1.00	0.00	1.00	0.00							
A	24	PLASTIC SHARROW RIGHT TURN SYMBOL (WHITE)	EACH	1.00	2.00	0.00	2.00	0.00							
A	25	PLASTIC SHARROW RIGHT TURN/STRAIGHT SYMBOL (WHITE)	EACH	1.00	1.00	0.00	1.00	0.00							
A	26	PLASTIC SHARROW LEFT/RIGHT TURN SYMBOL (WHITE)	EACH	1.00	1.00	0.00	1.00	0.00							
A	27	PLASTIC SHARROW LEFT/STRAIGHT/RIGHT TURN SYMBOL (WHITE)	EACH	1.00	1.00	0.00	1.00	0.00							
A	28	PLASTIC SHARROW LEFT/STRAIGHT/RIGHT TURN SYMBOL (WHITE ON GREEN BACKGROUND)	EACH	1.00	1.00	0.00	1.00	0.00							

**Project title:** Request for Final Acceptance & Certificate of Completion for Evergreen Pump Station Modifications

**Council Bill #**

**Consideration:** Final Acceptance

**Agenda dates requested:**

**Project:** Evergreen Pump Station Modifications, UP3747

Briefing  
Proposed action  
Consent 05/07/2025  
Action  
Ordinance  
Public hearing  
Yes X No

**Partner/Supplier:** McClure and Sons, Inc.

**Location:** Evergreen Pump Station at Reservoir 3

**Preceding action:** Contract Award – [3/30/2022](#)

**Fund:** 336 – Water & Sewer System Improvements Fund

**Budget amendment:**

Yes X No

**Fiscal summary statement:**

Original Contract Amount: \$ 4,863,152.90

Final Contract Voucher Amount \$ 4,974,468.18

**PowerPoint presentation:**

Yes X No

**Attachments:**

**Project summary statement:**

The Evergreen Pump Station is a critical component of the City's water transmission and distribution system. This project includes the construction of a new electrical building adjacent to the existing pump station, replacement of outdated electrical equipment, seismic upgrades to the existing pump station building, and associated site work.

**Department(s) involved:**

Public Works, Admin

**Contact person:**

Tom Hood

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

**Phone number:**

(425) 257-8809

Accept the Evergreen Pump Station Modifications Project as complete and authorize the Mayor to sign the Certificate of Completion.

**Email:**

thood@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President



## CERTIFICATE OF COMPLETION

Project:	Evergreen Pump Station Modifications
Contractor:	McClure and Sons, Inc.
Work Order Number:	UP3747

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

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

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

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

Recommended:

  
\_\_\_\_\_  
Ryan Sass, Director of Public Works

Date: 04-24-2025

Approved:

\_\_\_\_\_  
Cassie Franklin, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Office of the City Clerk

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





February 5, 2025

Mr. John Ogorsolka  
McClure and Sons, Inc.  
15714 Country Club Drive  
Mill Creek, WA 98012

RE: Evergreen Pump Station Modifications  
Work Order # UP-3747  
Final Estimate and Final Contract Voucher: February 5, 2025

Dear Mr. Ogorsolka,

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

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

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

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

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

If you have any questions, please contact me at 425-257-7223 or by email at [DLSnyder@everettwa.gov](mailto:DLSnyder@everettwa.gov).

Sincerely, .

A handwritten signature in blue ink that reads 'Don Snyder'.

Don Snyder  
Assistant Construction Manager

#### Public Works

3200 Cedar Street  
Everett, WA 98201

425-257-8800  
425-257-8882 Fax

[everettpw@everettwa.gov](mailto:everettpw@everettwa.gov)  
[everettwa.gov/pw](http://everettwa.gov/pw)



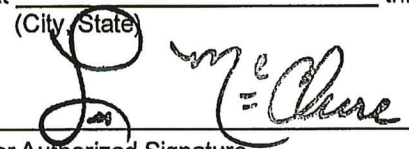
## Final Contract Voucher Certificate

Contractor <b>McClure and Sons, Inc.</b>			
Street Address <b>15714 Country Club Drive</b>			
City <b>Mill Creek</b>	State <b>WA</b>	Zip <b>98012</b>	Date <b>February 5, 2025</b>
Work Order No. <b>UP-3747</b>			
Project Title <b>Evergreen Pump Station Modifications</b>			
Date Work Physically Completed <b>November 29, 2024</b>		Final Amount <b>\$4,974,468.18</b> inclusive of Washington sales tax	

### Contractor's Certification

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

DATED at Mill Creek, WA this 15th day of April, 2025.  
(City, State)

  
Contractor Authorized Signature  
Les McClure  
Printed Name

President  
Title

### Public Works Department Certification

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

Approved Date 04-24-2025

  
Keith Alewine, Construction Manager

  
Ryan Sass, Director of Public Works

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



City of Everett  
Construction Management

**Affidavit of Amounts Paid DBE Participants**

Contractor: McClure and Sons, Inc.				Date: 4/15/2025	
Address: 15714 Country Club Drive		City: Mill Creek		State: WA	Zip Code: 98012
Project Title: EVERGREEN PUMP STATION MODIFICATIONS				Project Work Order #: UP 3747	
Federal Aid Project Number (if Federally Funded)					
Contract Bid Price: <b>\$4,863,152.90</b>			DBE Condition of Award: <b>\$ -0-</b>		
DBE Participant Name and Address		Ethnic Code	Contract Type	Bid Item No.(s)	Amount Paid Participants (Including retainage held)
NONE USED					NONE
Ethnic Code: B = Black H = Hispanic A = Asian American		Contract Type: S = Subcontractor M = Material Supplier JV = Joint Venture		Total DBE Participation Achieved  <b>\$ -0-</b>	

**Affidavit**

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

	Signature <u></u>	Title <u>Operations Manager</u>
	Subscribed and sworn before me this: 15th _____ day of April _____, 2025	
	<u>Judy McClure</u> Notary Public in and for the State of Washington	
	residing at Mill Creek, WA _____	

**THIS FORM IS REQUIRED WITH THE FINAL ESTIMATE  
FROM THE PRIME CONTRACTOR ON ALL PROJECTS**





**McClure and Sons Inc.**  
**HOLD HARMLESS STATEMENT**

Contract No: Work Order # UP 3747  
Contract Title: EVERGREEN PUMP STATION MODIFICATIONS  
Contractor: McClure & Sons, Inc.

I, the undersigned, as the duly authorized representative for the above-named Contractor, hereby certify that all Work has been performed and materials supplied in accordance with the Contract Documents for the above mention Project, and that:

- 1) No less than the prevailing wage rates have been paid as required in the Contract.
- 2) All firms supplying labor or materials have an approved "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" by the Washington State Department of Labor and Industry on file for this Project.
- 3) All claims by subcontractors and suppliers for materials, labor and/ or other services performed in connection with the Contract have been satisfied by the Contractor. All claims by the Contractor for materials, labor and/ or other services performed in connection with the Contract have been satisfied by The City of Everett, except if specifically exempted as described below.
- 4) All federal, State and County mandated insurance premiums have been paid for the Contractor and all sub-contractors for this Project.
- 5) Our worker's compensation premiums have been paid to the Washington State Department of Labor and Industries current with the contract completion; amounts due under the Employment Security Act have been paid in full for the contract; all excise taxes due have been paid to the Washington State Department of Revenue.

I, also certify under penalty of perjury, that all persons performing labor or furnishing materials in connection with the performance of this contract have been paid in accordance with the terms and conditions of the Contract and all applicable State laws. I hereby grant a release of, and agree to defend, hold harmless and indemnify City of Everett against all claims of any nature whatsoever arising under virtue of this Contract, including any subcontract, purchase order or agreement providing labor or materials in connection with the performance of this Contract; other than such claims, if any, as are specifically exempted by the Contractor from the operation of this release by identification of the specific claim and approximate amount as set forth below.

Contractor's Authorized Representative:

Les McClure, President

Printed Name & Title

A handwritten signature in dark ink, appearing to read "Les McClure", is written over a horizontal line. The signature is stylized with a large, looped "L" and a cursive "McClure".

Signature

4.16.25

Date

Contract Amount at Bid	(excludes WSST)	\$4,863,152.90
------------------------	-----------------	----------------

TOTAL		\$3,594,959.14
CHECKED DATE		4/16/2025



AP401

INVOICE ENTRY EDIT LIST  
FUND/SUB FUND 000 000 CITY OF EVERETTSignature: 85 2/13/25 2/12/25 Signature:                                Signature:                               

Batch	Batch Date	GL Period	Operator	AP GL Code	Balance	Group ID
192938	02/12/25	2	JSI	661 2110000000	Y	DFLT

Sheet	Spl/Invoice Desc.	Invoice	Inv Date	Due Date	PO/PO Line	Quantity	PO Amount	Invoice Amount	GL T	Rf	TP
Seq	GL Code	GL Code Description	Transaction Description		OH UT	Amount					

## =====

SCHEDULE D. RETAINAGE NOT W/H PER BOND #54259580

1	336	5035119107650	Capital Construction	3814 EST #7. WATER MAIN		31,812.12					
Job:		UP 3814-30-311	0650 CN - Contract								

6	03216	3694EST4	I M 012425 012525			1,374,327.00	Y				
GRANITE CONSTRUCTION CO											
3694 EST #4. EDGEWATER CREEK BRIDGE REPLACEMENT.											
RETAINAGE NOT W/H PER FEDERAL AID PROJECT AGREEMENT.											

1	303	5115956650	Construction Projects	3694 EST #4. EDGEWATER CREEK		1,374,327.00					
Job:		PW 3694-30-311	0650 CN-Contract								

7	06717	3739EST7	I M 012425 012525			1,877,471.36	Y				
IMCO GENERAL CONTRACTORS											
3739 EST #7. RESERVOIR 3 REPLACEMENT PHASE 1.											
RETAINAGENOT W/H PER BOND #9456242											

1	336	5016118107650	Capital Construction	3739 EST #7. RESERVOIR 3		1,877,471.36					
Job:		UP 3739-30-311	0650 CN-Contract								

8	30726	3747EST27	I M 012425 012525			2,198.00	Y				
MCCLURE & SONS INC											
3747 EST #27. EVERGREEN PUMP STATION MODIFICATIONS.											
RETAINAGE NOT W/H PER BOND #107598496.											

1	336	5007118107650	Capital Construction	3747 EST #27. EVERGREEN PUMP		2,198.00					
Job:		UP 3747-3	0650 Pump Station Upgrade -CONTRACT								

9	41280	3741EST1	I M 012425 012525			104,353.16	Y				
MOECO LLC											
3741 EST #1. 18TH STREET PEDESTRIAN IMPROVEMENTS.											
RETAINAGE NOT W/H PER BOND #55212											

1	303	5118956650	Construction Projects	3741 EST #1. 18TH STREET		104,353.16					
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## Direct Invoice Entry Input / Contract Payment Worksheet

Complete PART I for ALL DIE's and attach to your original invoice. Forward all to Accounting.  
Submit all other purchases by Purchase Order or pay by PCard. (Contact Purchasing if not sure)

Complete Part II for Professional Service Agreements, Contracts and other Agreements.

### PART I

Use Direct Invoice Entry for the following expenses ONLY:

- Dues, memberships, registrations & minor training incidentals
- Reimburse travel funds (CITY CLERK ONLY)
- Reimburse Petty Cash funds & Revolving funds
- Medical & Pension (POLICE & FIRE ONLY)
- Worker's compensation claims & medical expenses (RISK MANAGEMENT ONLY)
- Training registrations ONLY when PCards are not accepted
- Mandated license, permit, certification or accreditation ONLY available from a Government Agency

•Subscriptions

•Legal Claims

•Library books

•Refunds for:

- ✓Jury witness fees
- ✓Overpayment of City taxes
- ✓Spay/neuter deposits
- ✓Facility rental refunds

✓Library book fines

✓Trap refunds

✓Class refunds (Parks & Senior Center)

✓Refund of deposits for Utility work

•Contract payments & retainage, pay estimates (see Part II)

•Professional Services (see Part II)

### Direct Invoice Entry Worksheet

Vendor Number	Invoice Number	Vendor Name
30726	3747EST27	MCCLURE AND SONS, INC
<input type="checkbox"/> Check this box if enclosures are required with the check and provide a copy of the enclosure.		
GL Code	Invoice Description	Amount
UP3747-3/0650	3747 EST #27. EVERGREEN PUMP STATION MODIFICATIONS.	\$ 2,198.00
	RETAINAGE NOT W/H PER BOND #107598496.	
Attach supporting documentation		TOTAL: \$ 2,198.00

PART II Is there a Contract/Agreement for this vendor? ☒ YES, proceed to Part II ☐ NO, sign at bottom

For ALL payments under contract and Professional Services, such as retainage & pay estimates, engineering & management consulting, and legal, accounting, insurance, real estate, interpreter and commissioned artist services

### Contract/Agreement Info (if applicable)

Project Description		EVERGREEN PUMP STATION MODIFICATIONS	
Does the Project have a final completion date?			
<input type="checkbox"/> YES	Date	<input checked="" type="checkbox"/> NO	
Does contract have a max amount?			
<input checked="" type="checkbox"/> If YES, complete below	<input type="checkbox"/> NO		
Max Amount	\$	4,995,071.64	
Amount paid to date	\$	4,972,270.18	
Amount this payment	\$	2,198.00	
Amount remaining	\$	20,603.46	
Is this the final progress payment for a Capital Construction project?			
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Was retainage withheld on this project?			
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		

	2/13/25
Signature of Fund/Contract Manager or Authorized Signer	Date

Revised March 2023



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

**FINAL**

Retainage not withheld  
per Retainage Bond

# 107598496

CONTRACT ESTIMATE VOUCHER

Schedule: A

30726

Date: 2/11/25

CM Check: 2/11/25

PM Review: 2/11/25

Date: 2/15/2025

Recommended By: Kefu

Date: 2/11/25

PM Review: 2/11/25

PM Director: J.L.

Contractor: McClure and Sons, Inc.  
Project: EVERGREEN PUMP STATION MODIFICATIONS  
Estimate: 27  
W.O.# UP 3747  
Ends: 1/24/2025

ORG. CONTRACT	UPDATED W/ CO	TO DATE	VARIANCE
\$ 4,863,152.90	\$ 4,995,071.64	\$ 4,974,468.18	\$ (20,603.46)
\$ 4,863,152.90	\$ 4,995,071.64	\$ 4,974,468.18	\$ (20,603.46)

TOTAL  
LESS RETENTION  
SALES TAX  
AMOUNTS PAID  
DUE THIS ESTIMATE

TO DATE	PREVIOUS	PRESENT
\$ 4,526,358.67	\$ 4,524,358.67	\$ 2,000.00
\$ -	\$ -	\$ -
\$ 448,105.51	\$ 447,911.51	\$ 198.00
\$ 4,974,468.18	\$ 4,972,270.18	\$ 2,198.00

PERCENT PAID ON CONTRACT

99.59%

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	PRESENT QUANTITY	PRESENT TOTAL
1	MOBILIZATION	LS	\$ 240,000.00	1.00	\$ 240,000.00	1.00	\$ 240,000.00	1.00	\$ 240,000.00	1.00	\$ 240,000.00	0.00	\$ -
2	CONSTRUCTION SURVEYING	LS	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -
3	MAINTENANCE AND PROTECTION OF TRAFFIC CONTROL	LS	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -
4	SPCC PLAN	LS	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -
5	CONSTRUCTION SOTRMWATER GENERAL PERMIT AND SWPPP	LS	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -
6	TYPE B PROGRESS SCHEDULE	LS	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -
7	TRENCH EXCAVATION SAFETY SYSTEMS	LS	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	0.00	\$ -
8	RESOLUTION OF UTILITY CONFLICTS	FA	\$ 1.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9	DEMOLITION	LS	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	0.00	\$ -
10	REMOVAL OF UNSUITABLE MATERIAL	CY	\$ 120.00	50.00	\$ 6,000.00	50.00	\$ 6,000.00	1.00	\$ 120.00	1.00	\$ 120.00	0.00	\$ -
11	SITE GRADING	SY	\$ 20.00	1,000.00	\$ 20,000.00	1,000.00	\$ 20,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
12	CONTROLLED DENSITY FILL (CDF)	CY	\$ 330.00	5.00	\$ 1,650.00	5.00	\$ 1,650.00	6.00	\$ 1,980.00	6.00	\$ 1,980.00	0.00	\$ -
13	CRUSHED SURFACING TOP AND BASE COURSE	TON	\$ 80.00	75.00	\$ 6,000.00	75.00	\$ 6,000.00	106.57	\$ 8,525.60	106.57	\$ 8,525.60	0.00	\$ -
14	GRAVEL BORROW	TON	\$ 65.00	306.00	\$ 19,890.00	306.00	\$ 19,890.00	365.54	\$ 23,760.10	365.54	\$ 23,760.10	0.00	\$ -
15	FOUNDATION MATERIAL, CLASS A OR B	TON	\$ 100.00	61.00	\$ 6,100.00	61.00	\$ 6,100.00	56.38	\$ 5,638.00	56.38	\$ 5,638.00	0.00	\$ -
16	HMA CLASS 1/2" PG 64-22	TON	\$ 300.00	40.00	\$ 12,000.00	40.00	\$ 12,000.00	53.59	\$ 16,077.00	53.59	\$ 16,077.00	0.00	\$ -
17	PVC PIPE, SDR 35, SOLID WALL, 6-INCH DIAM.	LF	\$ 55.00	120.00	\$ 6,600.00	120.00	\$ 6,600.00	167.00	\$ 9,185.00	167.00	\$ 9,185.00	0.00	\$ -
18	PVC PIPE, SDR 35, PERFORATED WALL, 6-INCH DIAM.	LF	\$ 50.00	144.00	\$ 7,200.00	144.00	\$ 7,200.00	115.00	\$ 5,750.00	115.00	\$ 5,750.00	0.00	\$ -
19	DI PIPE, CLASS 52, 36-INCH DIAM.	LF	\$ 975.00	85.00	\$ 82,875.00	85.00	\$ 82,875.00	83.00	\$ 80,925.00	83.00	\$ 80,925.00	0.00	\$ -
20	FULL PROFILE INSERTION MAG FLOW METER	LS	\$ 49,000.00	1.00	\$ 49,000.00	1.00	\$ 49,000.00	1.00	\$ 49,000.00	1.00	\$ 49,000.00	0.00	\$ -



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21	INSERTION FLOW METER MANHOLE, TYPE 3, 72-INCH	EA	\$ 23,000.00	1.00	\$ 23,000.00	1.00	\$ 23,000.00	1.00	\$ 23,000.00	1.00	\$ 23,000.00	0.00	\$ -
22	MANHOLE, TYPE 3, 72-INCH	EA	\$ 14,000.00	2.00	\$ 28,000.00	2.00	\$ 28,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
23	MANHOLE, TYPE 3, 84-INCH	EA	\$ 18,000.00	1.00	\$ 18,000.00	1.00	\$ 18,000.00	3.00	\$ 54,000.00	3.00	\$ 54,000.00	0.00	\$ -
24	MANHOLE SUMP PUMP	LS	\$ 16,000.00	1.00	\$ 16,000.00	1.00	\$ 16,000.00	1.00	\$ 16,000.00	1.00	\$ 16,000.00	0.00	\$ -
25	BOLLARDS	EA	\$ 1,400.00	4.00	\$ 5,600.00	4.00	\$ 5,600.00	4.00	\$ 5,600.00	4.00	\$ 5,600.00	0.00	\$ -
26	RELOCATE LEAK DETECTION PIPE AND METER	LF	\$ 80.00	205.00	\$ 16,400.00	205.00	\$ 16,400.00	130.00	\$ 10,400.00	130.00	\$ 10,400.00	0.00	\$ -
27	EROSION/WATER POLLUTION CONTROL	LS	\$ 6,500.00	1.00	\$ 6,500.00	1.00	\$ 6,500.00	1.00	\$ 6,500.00	1.00	\$ 6,500.00	0.00	\$ -
28	SOIL QUALITY AND DEPTH	SY	\$ 33.00	184.00	\$ 6,072.00	184.00	\$ 6,072.00	358.67	\$ 11,836.11	358.67	\$ 11,836.11	0.00	\$ -
29	CONCRETE BLOCK RETAINING WALL	LF	\$ 210.00	130.00	\$ 27,300.00	130.00	\$ 27,300.00	109.00	\$ 22,890.00	109.00	\$ 22,890.00	0.00	\$ -
30	ELECTRICAL BUILDING STRUCTURE	LS	\$ 350,000.00	1.00	\$ 350,000.00	1.00	\$ 350,000.00	1.00	\$ 350,000.00	1.00	\$ 350,000.00	0.00	\$ -
31	PUMP BUILDING SEISMIC UPGRADE	LS	\$ 155,000.00	1.00	\$ 155,000.00	1.00	\$ 155,000.00	1.00	\$ 155,000.01	1.00	\$ 155,000.01	0.00	\$ -
32	EXISTING BUILDING HVAC	LS	\$ 1.00	1.00	\$ 1.00	1.00	\$ 1.00	1.00	\$ 1.00	1.00	\$ 1.00	0.00	\$ -
33	NEW BUILDING HVAC	LS	\$ 57,000.00	1.00	\$ 57,000.00	1.00	\$ 57,000.00	1.00	\$ 57,000.00	1.00	\$ 57,000.00	0.0000	\$ -
34	ELECTRICAL	LS	\$ 3,029,913.00	1.00	\$ 3,029,913.00	1.00	\$ 3,029,913.00	1.00	\$ 3,029,913.00	1.00	\$ 3,029,913.00	0.00	\$ -
35	ELECTRICAL SURGE CONTROL PANEL	EA	\$ 16,000.00	3.00	\$ 48,000.00	3.00	\$ 48,000.00	3.00	\$ 48,000.00	3.00	\$ 48,000.00	0.00	\$ -
36	SITE RESTORATION	LS	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -
37	STARTUP AND TESTING	LS	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -
38	RECORD DRAWINGS	LS	\$ 2,000.00	1.00	\$ 2,000.00	1.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00
39	MINOR CHANGES	FA	\$ 1.00	100,000.00	\$ 100,000.00	100,000.00	\$ 100,000.00	79,372.72	\$ 79,372.72	79,372.72	\$ 79,372.72	0.00	\$ -
201	CONTROL CABINET MODIFICATIONS	LS	\$ 116,005.13	1.00	\$ 116,005.13	1.00	\$ 116,005.13	1.00	\$ 116,005.13	1.00	\$ 116,005.13	0.00	\$ -



**Project title:** NW Innovation Resource Center (NWIRC) Contract Amendment

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 05/07/2025  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

NWIRC 2025-2027 Contract

**Department(s) involved:**

Economic Development

**Contact person:**

Dan Eernisse

**Phone number:**

425-257-8681

**Email:**

deernisse@everettwa.gov

**Initialed by:**

DE

Department head

Administration

Council President

**Project:** NWIRC Contract 2025-2027

**Partner/Supplier:** Northwest Innovation Resource Center (NWIRC)

**Location:** Citywide Services

**Preceding action:** NWIRC has provided contracted business service for the city since 2017.

**Fund:** 021/CPED

**Fiscal summary statement:**

Since 2017 Northwest Innovation Resource Center (NWIRC) has provided small business and entrepreneurial support services for the City of Everett through professional service agreements. This contract continues the service agreement with NWIRC through 2027.

The contract will be paid through Fund 21, Economic Development. The contract amendment is for \$72,000 total, \$24,000 per year for each of the three years. The annual payment is an increase of \$750 per month over the contract that expired in 2024.

NWIRC rents space from the City of Everett at the Angel of the Winds Arena for \$30,000 per year for space to house its offices and the *IRC Lab-Everett* meeting space.

**Project summary statement:**

NWIRC assists entrepreneurs to create, build and grow innovative businesses that strengthen the economic diversity of NW Washington. The full scope is attached to the proposed contract, and summarized as NWIRC will provide:

- Support entrepreneurs and inventors by providing direct technical assistance to entrepreneurs located in Everett;
- Assist startup businesses in Everett to help them understand and access private capital;
- Create cohort and accelerator programs;
- Create informational presentations for entrepreneurs, small businesses, community and government groups; and
- Work in partnership with educational, work force, technology, industry, and government partners to make the Everett economy sustainable and resilient.

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

Authorize the Mayor to sign the contract with NW Innovation Resource Center to provide business support services from 2025-2027.



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the “**City**”), and the Service Provider identified in the Basic Provisions below (“**Service Provider**”). This Agreement is for the purpose of the Service Provider providing services as set forth in this Agreement. This Agreement includes the Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Northwest Innovation Resource Center
	2200 Rimland Drive, Ste 210
	Bellingham WA 98226
	dkamionka@nwirc.com
City Project Manager	Dan Eernisse
	City of Everett – Economic Development
	2930 Wetmore Ave
	Everett, WA 98201
Scope of Work (must select one)	<input checked="" type="checkbox"/> Scope of Work is attached. One sentence summary of scope of work is as follows The Service Provider will support entrepreneurs and innovation in Everett.
	<input type="checkbox"/> Scope of Work is not attached. Instead, the Scope of Work is as follows: Enter scope of work here. If space here is insufficient, attach scope of work instead.

BASIC PROVISIONS	
<b>Completion Date</b>	December 31, 2027
<b>Eligible Expenses (not-to-exceed)</b>	0
<b>Maximum Compensation Amount</b>	72,000 Note: the Maximum Compensation Amount is <b>inclusive</b> of Eligible Expenses.
<b>Method of Payment (must select one)</b>	<input type="checkbox"/> Lump Sum paid upon completion of all work. <input type="checkbox"/> Payment method is described in scope of work. <input checked="" type="checkbox"/> Payment method is as follows: Paid quarterly at \$6,000 per quarter following the submission of an invoice that includes a summary of accomplishments.
<b>State Retirement Systems (must answer both questions)</b>	<p>Does Service Provider have 25 or more employees?</p> <p><b>Answer:</b> <a href="#">Click for Dropdown Menu</a></p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p><b>Answer:</b> <a href="#">Click for Dropdown Menu</a></p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

<b>Willful Wage Violation Certification</b>	<p>If the Maximum Compensation Amount under this Agreement is \$10,000 or greater, then, by signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider's signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.</p>
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### END OF BASIC PROVISIONS



IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes the above Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

**CITY OF EVERETT  
WASHINGTON**

**NORTHWEST INNOVATION RESOURCE CENTER**

\_\_\_\_\_  
Cassie Franklin, Mayor

Signature: \_\_\_\_\_

Name of Signer: Diane Kamionka

Signer's Email Address: dkamionka@nwirc.com

Title of Signer: Executive Director

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Office of the City Clerk



STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
DECEMBER 2, 2024

**ATTACHMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(GENERAL PROVISIONS v.070324)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider.
2. **Intellectual Property Rights.** Unless otherwise expressly agreed in writing, all intellectual property rights in works created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in works created by Service Provider prior to engagement, or not for its performance of this Agreement. Service Provider expressly represents and warrants that the Work shall be original and shall not infringe on another’s copyright, or rights in trade or service marks. Service Provider agrees to defend and indemnify City from any and all claims and damages arising out of this Agreement or the Work created hereunder.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
  - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
  - B. Service Provider shall be paid such amounts and in such manner as described in Basic Provisions.
  - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those types and amounts of expenses approved for reimbursement by the City. If approval for reimbursement is not obtained from the City prior to Service Provider’s incurring the expense, Service Provider acknowledges that the City retains the option not to reimburse Service Provider. Eligible expenses shall not exceed the amount stated in the Basic Provisions.
  - D. Total compensation, including all services and expenses, shall not exceed the Maximum



Compensation Amount in the Basic Provisions.

- E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.** Method of payment is as described in the Basic Provisions. All requests for payment must be sent to the City Project Manager Address in the Basic Provisions or such other address as the City Project Manager may designate in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section

shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

11. **Insurance.** Service Provider shall procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, automobile liability insurance on all vehicles used by Service Provider in the performance of its duties under this Agreement. Proof of such insurance shall be provided to the City prior to performing any services hereunder. A statement certifying that no vehicle will be used in fulfilling this Agreement may be substituted for this insurance requirement.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
  - A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
  - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
    - (1) Service Provider is free from control or direction over the performance of the service; and
    - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service

- is performed; and
  - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
  - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
  - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
  - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
- 14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with

Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.

15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**  
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.  
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

**END OF GENERAL PROVISIONS  
(v.070324)**

# **Attachment A**

## **Scope of Services**

The Service Provider will build upon the ecosystem required to support entrepreneurs and innovation in Everett.

The Service Provider will provide support of entrepreneurs and inventors by providing direct technical assistance to entrepreneurs located in Everett or establishing their business in Everett and will identify mentors who can be of assistance to the entrepreneurs and inventors in Everett.

The Service Provider will create cohort and accelerator programs that will aid entrepreneurs and small businesses with skills to integrate new technologies into their products to be more competitive in the digital economy.

The Service Provider will create informational presentations for entrepreneurs, small businesses, community and government groups about the fast developing technologies. These will include Artificial Intelligence and Augmented Reality technologies.

The Service Provider will assist new businesses starting their businesses in Everett to understand options for accessing private capital. It will aide entrepreneurs and inventors to prepare materials required by the funding sources. The Service Provider will also assist with identifying additional potential investors for Everett based startups.

The Service Provider will utilize its partnership with CleanTech Alliance, Maritime Blue and Washington Technology Industry Association partnerships to add resources for the Everett ecosystem. It will further partner with Education Institutions, Port of Everett, Economic Alliance of Snohomish County, Business Leaders and others to complete activities which will contribute to a sustainable entrepreneurial environment in Everett including working with WSU students to encourage entrepreneurial activity in the area; work with the Everett Community College AMTEC program to evaluate commercial potential of activities of the students' capstone projects. The Service Provider will work with Workforce Snohomish to provide training support for dislocated Boeing workers.

Service Provider is granted a permanent non-exclusive license to re-use intellectual property created by Service provider under this Agreement, so long as the re-used intellectual property does not reference the City unless the City gives permission.

An Ordinance Creating a Special Improvements Project Entitled "Later Phase Eclipse Mill Park", Fund 308, Program 083, to Accumulate Construction Costs for the Eclipse Mill Park Project in the Amount of \$4,400,000

## Project title:

### Council Bill #

CB 2504-25

### Agenda dates requested:

#### Briefing

Proposed action 04/30/25

Proposed action 05/07/25

#### Consent

Action 05/14/25

#### Public hearing

Yes ☒ No

### Budget amendment:

Yes ☒ No

### PowerPoint presentation:

Yes ☒ No

### Attachments:

Ordinance Amendment

### Department(s) involved:

Parks & Facilities

Finance

### Contact person:

Bob Leonard

### Phone number:

425-257-8335

### Email:

bleonard@everettwa.gov

### Initialed by:

RML

Department head

Administration

Council President

**Project:** Later Phase Eclipse Mill Park Construction

**Partner/Supplier:** TBD

**Location:** Riverfront Development Area

**Preceding action:** Funding Ordinance [3986-23](#)

**Fund:** Fund 308, Program 083

### Fiscal summary statement:

On December 13, 2023, City Council adopted an ordinance to fund design and construction support services for the Eclipse Mill Park and Riverfront Trail Projects in the amount \$1,113,752. This ordinance will provide the funding necessary to complete physical construction of the Later Phase Eclipse Mill Park project. The source of funds for the project is 2025 Limited-Tax General Obligation (LTGO) Series B bond proceeds. The funding needed for the construction of the Later Phase Eclipse Mill Park project is \$4,400,000.

### Project summary statement:

The work at Eclipse Mill Park will develop the waterside portion of the future park, the site of a former lumber mill. Completed amenities include a river overlook deck, gangway and personal watercraft floating boarding dock on the Snohomish River, debris deflector, and access trail in the lowland park area.

The project will lay back and stabilize the riverbank and install stone column ground improvements. Relic timber piles, concrete debris, and other associated debris will be removed from the riverbank. The shoreline will be restored with native plantings and aquatic habitat which will be enhanced with streambed sediment and large woody debris.

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

Adopt an Ordinance creating a special improvements project entitled "Later Phase Eclipse Mill Park", Fund 308, Program 083, to accumulate construction costs for the Eclipse Mill Park Project in the amount of \$4,400,000.



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

**An Ordinance creating a special improvement project entitled "Later Phase Eclipse Mill Park", Fund 308, Program 083, to accumulate construction costs for the Eclipse Mill Park Project in the amount of \$4,400,000.**

**WHEREAS,**

- A. The City of Everett is committed to a planned parks capital improvement program as part of the City of Everett Parks & Recreation Comprehensive Plan.
- B. The City of Everett is committed to the construction of the Later Phase Eclipse Mill Park Project in advance of the Eclipse Mill Park by Shelter Holdings.
- C. The Later Phase Eclipse Mill Park Project shall include stabilization of the Snohomish riverbank, river overlook, gangway and personal watercraft floating boarding dock and debris deflector.
- D. Ordinance 3839-21 established Fund 354, Program 073 to accumulate design costs for the project in the amount of \$600,000.
- E. Ordinance 3986-23 was established amending Ordinance 3839-21, Fund 354, Program 073, to accumulate design, bid, and construction support services for the project in the amount of \$1,113,752.
- F. Additional funding is required to construct the Later Phase Eclipse Mill Park amenities.

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

**Section 1.** A special improvement project is hereby established as Fund 308, Program 083, and shall be entitled "Later Phase Eclipse Mill Park" to accumulate all construction costs for the improvement project.

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

**Section 3.** The estimated cost of construction is \$4,400,000.

**Section 4.** The sum of \$4,400,000 is hereby appropriated to Fund 308, Program 083, "Later Phase



Eclipse Mill Park” as follows.

The sum of \$4,400,000 is hereby appropriated to Fund 308, Program 083, “Later Phase Eclipse Mill Park”

A. Use of Funds	
Construction	<u>\$4,400,000</u>
Total Costs	\$4,400,000
B. Source of Funds	
2025 LTGO Series B Bond Proceeds	<u>\$4,400,000</u>
Total Costs	\$4,400,000
C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.	

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

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

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

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

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Cassie Franklin, Mayor



ATTEST:

\_\_\_\_\_  
Marista Jorve, City Clerk

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_





## City Council Agenda Item Cover Sheet

**Project title:** An Ordinance creating a special improvement project entitled "WPCF FEN Meter Replacement" Fund 336, Program 048.

**Council Bill #** *interoffice use*

CB 2504-26

**Agenda dates requested:**

Briefing  
1<sup>st</sup> Reading 04/30/25  
2<sup>nd</sup> Reading 05/07/25  
Action 05/14/25  
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:**

Jeff Marrs

**Phone number:**

425-257-8967

**Email:**

jmarrs@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President

**Project:** WPCF FEN Meter Replacement

**Partner/Supplier:** N/A

**Location:** Water Pollution Control Facility (WPCF)

**Preceding action:** None

**Fund:** 336 - Water & Sewer System Improvements Fund

**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund.

The programmed available funding for engineering assessment and design of this project is \$250,000.

**Project summary statement:**

The existing WPCF Final Effluent North (FEN) pump station flow metering system is beyond its useful life and inaccurate at certain flow rates. Accuracy and/or calibration issues have the potential to become Department of Ecology (DOE) permit compliance issues. WPCF staff have shelf ready parts and can keep the current metering system in service for the next two to three years; however, additional replacement parts are no longer available. The proposed project will replace the FEN metering system with a more appropriate metering system to ensure that WPCF remains in compliance with DOE permitting requirements. The new system may require reconfiguring the pump station outlet piping and possible work within adjacent wetland areas.

Council approval of this ordinance will provide funding for engineering assessment and design phase of the project.

Public Works will return with a subsequent funding ordinance when design is substantially complete and detailed construction cost estimates are available.

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

Adopt an Ordinance creating a special improvement project entitled "WPCF FEN Meter Replacement" Fund 336, Program 048.



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

**An ORDINANCE creating a special improvement project entitled “WPCF FEN Meter Replacement” Fund 336, Program 048, to accumulate all costs for the improvement.**

**WHEREAS,**

- A.** The City of Everett is committed to a planned sewer treatment infrastructure improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new improvements at the Water Pollution Control Facility.

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

**Section 1.** A special improvement project is hereby established as Fund 336, Program 048, entitled “WPCF FEN Meter Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

**Section 3.** The sum of \$250,000 is hereby appropriated to Fund 336, Program 048, “WPCF FEN Meter Replacement” as follows:

A. Estimated Project Assessment & Design Costs	\$ 250,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$ 250,000

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

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

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

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

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

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Cassie Franklin, Mayor

ATTEST:

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Marista Jorve, City Clerk

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**Project title:** An Ordinance creating a special improvement project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, to accumulate all costs for the improvement and repealing Ordinance No. 4072-25.

**Council Bill #**

CB 2504-27

**Agenda dates requested:**

Briefing

1<sup>st</sup> Reading 05/07/2025

2<sup>nd</sup> Reading 05/14/2025

Consent

Action 05/21/2025

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

**Consideration:** Plans & Systems Ordinance

**Project:** Edgewater Creek Bridge Replacement

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

**Location:** Mukilteo Boulevard at Shore Avenue

**Preceding action:** [Ordinance No. 3636-18, approved on 11/21/18](#)  
[Ordinance No. 3719-19, approved on 12/18/19](#)  
[Ordinance No. 4002-24, approved on 2/21/24](#)  
[Ordinance No. 4072-25, approved on 2/5/25](#)

**Fiscal summary statement:** Fund 303 – Public Works Improvement Projects

Ordinance 4072-25 authorized an appropriation of \$34,850,000 for design and construction of the project.

The City has received proceeds from the Limited Tax General Obligation (LTGO) Bonds, Series A and B. An allocation of \$4,150,000 from the Series A bond proceeds will be applied to fund this project. This funding will offset a corresponding reduction in the prior local fund allocation from Fund 157. The total project appropriation and costs remain unchanged.

This Ordinance will repeal Ordinance 4072-25, and authorizes the following appropriations to be programmed:

Design and Construction (previously programmed)	\$ 34,850,000
LTGO Series A Bond Proceeds (newly programmed)	\$ 4,150,000
Fund 157 – Traffic Mitigation (programmed reduction)	\$ (4,150,000)
Total Project Costs	\$ 34,850,000

The total programmed available funding for design and construction of the project is \$34,850,000. The funding sources for this project will be as follows:

Bridge Program – Federal Funds	\$ 25,000,000
DEMO Grant ID # WA329 & WA368	\$ 3,850,000
LTGO Series A Bond Proceeds	\$ 4,150,000
Fund 157 – Traffic Mitigation	\$ 1,850,000
Total Funds	\$ 34,850,000

**Project summary statement:**

This ordinance amends the funding appropriations to reflect usage of LTGO Bonds, for the removal and replacement of the existing Edgewater Creek Bridge, which was built in 1946 and is a vital link in a chain of three bridges that provide the only access to neighborhoods along Mukilteo Boulevard.

The existing bridge is a non-redundant two girder composite deck concrete structure that is structurally deficient in load capacity. In addition, the bridge is seismically vulnerable and functionally obsolete due to narrow substandard traffic lanes and sidewalks.

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

Adopt an Ordinance creating a Special Improvement Project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, to accumulate all costs for the improvement and repealing Ordinance No. 4072-25.



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

**An ORDINANCE creating a special improvement project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, and repealing Ordinance No. 4072-25**

**WHEREAS,**

- A.** The City of Everett is committed to replacing structurally deficient and functionally obsolete bridge infrastructure.
- B.** The bridge over Edgewater Creek requires complete replacement.
- C.** The City of Everett has identified the need and obtained Federal funds to remove and replace the existing structure.
- D.** Ordinance No. 4072-25 obligated funds for the design and construction and there is need to program bond proceeds.

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

**Section 1.** Ordinance No. 4072-25 is hereby repealed.

**Section 2.** A special improvement project is hereby established as Fund 303, Program 115, entitled “Edgewater Creek Bridge Replacement” 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 \$34,850,000 is hereby appropriated to Fund 303, Program 115, “Edgewater

Creek Bridge Replacement” as follows:

A.	Estimated Project Costs	\$34,850,000
B.	Source of Funds	
	Bridge Program – Federal Funds BRM-2776(009)	\$25,000,000
	DEMO Grant – ID # WA329 and WA368	3,850,000
	LTGO Series A Bond Proceeds	4,150,000
	Fund 157 – Traffic Mitigation	<u>1,850,000</u>
	Total Funds	\$34,850,000

**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.

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Cassie Franklin, Mayor

ATTEST:

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Marista Jorve, City Clerk

PASSED: \_\_\_\_\_



ORDINANCE



VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**Project title:** Apprenticeship Ordinance

**Council Bill #** interoffice use  
CB 2504-28

**Agenda dates requested:**

Briefing 05/07/2025  
Proposed action 05/14/2025  
Consent  
Action 05/21/2025  
Ordinance X  
Public hearing  
Yes x No

**Budget amendment:**

Yes x No

**PowerPoint presentation:**

Yes x No

**Attachments:**

Apprenticeship Ordinance

**Department(s) involved:**

**Contact person:**

Jennifer Gregerson

**Phone number:**

**Email:**

jgregerson@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** Apprenticeship Ordinance, expanding current requirements

**Partner/Supplier:** NA

**Location:** NA

**Preceding action:** [Ordinance 7461](#) related to projects above \$5million adopted 12/18/19 and [Apprenticeship Resolution 5286](#) related to City buildings adopted 1/8/03

**Fund:** NA

**Fiscal summary statement:** NA

**Project summary statement:**

This apprenticeship ordinance would expand existing requirements to all city projects. Current state law covers all projects above a \$2m threshold. This ordinance would expand that beginning on July 1, 2026 to projects above a \$1.5m threshold, and dropping to include all projects above a \$1.0m threshold on July 1, 2027. State law requires the same, but on a longer timeline ending on 7/1/28.

City staff communicated with various contracting representatives, labor representatives and staff subject matter experts to draft, review and finalize this proposal.

This ordinance includes objective requirements for future bids, ensuring that contractors who do not comply within a two-year retrospective window are not allowed to earn future contracts, based on good-faith efforts. The language related to good faith efforts is the same as the statewide WSDOT apprenticeship requirements.

The ordinance includes robust reporting requirements for the number and percentage of apprentices by craft, gender, minorities, and veterans.

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

Adopt an Ordinance relating to Utilization of Apprentices on Public Works Construction Projects, adding a new section to chapter 3.80 EMC.

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

**An ORDINANCE relating to Utilization of Apprentices on Public Works Construction Projects, adding a new section to chapter 3.80 EMC.**

**WHEREAS,**

- A. A highly skilled workforce is essential for enhanced economic growth and the continued prosperity of workers and the City of Everett.
- B. Shortages of skilled construction workers limit job growth and affect our economy.
- C. The responsibility to train the next generation of skilled workers rests with both the public and private sectors.
- D. The City of Everett is committed to working in partnership with labor and business to create a skilled workforce that reflects the diversity of our population and promotes community development.
- E. Growing participation in apprenticeship programs today will ensure a viable workforce in the construction trade industry tomorrow.
- F. In connection with apprentice utilization, the City Council in 2003 adopted Resolution 5286 (entitled "Promoting the Use of Apprentices in Public Works Projects"), which states that "the City shall require good faith efforts from contractors" so that the level of apprenticeship participation is fifteen percent (15%) of total labor hours "for contracts estimated to cost more than one million dollars (\$1,000,000.00) for the construction, remodeling, or renovation of City buildings."
- G. In Resolution 7461 (entitled "A Resolution of the City of Everett concerning Project Labor Agreements and Community Workforce Agreements"), the City Council in 2019 stated as follows regarding the apprenticeship requirement in Resolution No. 5286:

In practice, this apprentice requirement has been applied to projects relating to City buildings by the Facilities department. Past projects using this apprenticeship requirement include the Municipal Court project, the Key Bank remodel and the current Evergreen Branch Library expansion project. The City Council intends for City staff to continue the City's longstanding and successful apprenticeship requirements and practices under Resolution No. 5286.

- H. RCW 39.04.320 was revised in 2023 to establish the following schedule for implementation of apprentice requirements on municipal public works contracts:

RCW 39.04.320		
Date	Threshold	Requirement
Contracts awarded after July 1, 2024	\$2,000,000 or more	15 percent of labor hours performed by apprentices
Contracts advertised for bid on or after July 1, 2026	\$1,500,000 or more	15 percent of the labor hours performed by apprentices
Contracts advertised for bid on or after July 1, 2028	\$1,000,000 or more	15 percent of the labor hours performed by apprentices

One purpose of this ordinance is to implement the apprentice requirement for contracts or \$1,000,000 or more on July 1, 2027, rather than the July 1, 2028 date established under RCW 39.04.320.

- I. In light of the critical importance of training tomorrow's workforce, the City Council has now determined that the City will:
- continue its apprentice requirements for projects to City buildings by the City Parks and Facilities department estimated to cost \$1 million or more, and
  - implement apprentice requirements for all other projects on a faster schedule than the schedule under RCW 39.04.320.

The purpose of this ordinance is to implement these determinations.

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

**Section 1.** A new section (to be codified as EMC 3.80.070 and entitled "Apprentice Utilization") is hereby added to Chapter 3.80 EMC as shown below. This section supersedes and replaces Resolution 5286 (entitled "Promoting the Use of Apprentices in Public Works Projects") for all public works advertised for bid on or after July 1, 2025. Resolution 5286 remains in effect for projects advertised prior to that date.

**EMC 3.80.070 Apprentice Utilization**

- A. Definitions. The following definitions apply to this section.
1. "Apprentice" means an apprentice enrolled or registered in an apprenticeship training program approved or recognized by the Washington State Apprenticeship and Training Council.
  2. "Apprentice utilization rate" means the percentage of labor hours, including contractor and subcontractor hours, performed by apprentices.
  3. "Contractor" means a person, corporation, partnership, limited liability company, or joint venture under contract with the City to construct a public work.
  4. "Director" means the City department director whose department is undertaking the public work.
  5. "Estimated cost" or "estimated to cost" means the anticipated construction cost of a public work, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes.

6. "Labor hours" means the total hours of workers receiving an hourly wage who are directly employed upon the public works project. "Labor hours" includes hours performed by workers employed by the contractor and all subcontractors working on the project. "Labor hours" does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements.
7. "Public work" is as defined by RCW 39.04.010 as may be superseded or amended.
8. "Subcontractor" means a person, corporation, partnership, limited liability company, or joint venture that has contracted with the contractor or subcontractor of any tier to perform all or part of the public work.

**B. Project Requirements**

1. Apprentice Utilization Requirement. For the City public works projects listed below, the project contract shall require the specified apprentice utilization rate. However, this requirement does not apply when it conflicts with federal funding conditions or the conditions of any other funding.
  - a. For projects relating to City buildings by the City Parks and Facilities department estimated to cost \$1 million or more, the required apprentice utilization rate shall be no less than fifteen percent of the labor hours.
  - b. For all other projects:
    - i. For contracts advertised for bid on or after July 1, 2026 estimated to cost \$1.5 million or more, the required apprentice utilization rate shall be no less than fifteen percent of the labor hours.
    - ii. For contracts advertised for bid on or after July 1, 2027, estimated to cost \$1 million or more, the required apprentice utilization rate shall be no less than fifteen percent of the labor hours.
2. Supplemental Bidder Responsibility Requirements. Solicitations for projects with a required apprentice utilization rate under this section or under state law shall include supplemental bidder responsibility criteria (or similar requirements) pertaining to apprentice utilization requirements. A bidder will be not responsible, if, on any public project completed by the bidder during the two-year period immediately preceding the date of the bid solicitation, the awarding agency for the completed project made a final determination that the bidder failed without good faith efforts approved by the awarding agency to meet applicable project apprentice utilization requirements.
3. Preconstruction Apprentice Plan. A bidder awarded a project with a required apprentice utilization rate under this section shall submit an apprentice utilization plan prior to the preconstruction meeting that reflects its plan to meet or exceed the required apprentice utilization rate. Contractors shall update their apprentice utilization plan throughout the project to reflect changes to their plan to meet the required apprentice utilization rate.
4. Contract Requirements. Contract documents for projects with a required apprentice utilization rate under this section shall include provisions detailing the apprentice labor requirements, including enforcement provisions and provisions requiring monitoring and periodic reporting.

5. Adjustment. The Director may adjust a project's apprentice utilization rate upon the Director's determination that at least one of the following reasons apply:
- a. A demonstrated lack of availability of apprentices in the specific geographic area of the project;
  - b. the contractor has demonstrated a good faith effort to comply with the requirements of this section but has been unable;
  - c. the project has a disproportionately high ratio of material costs to labor hours, which does not make feasible the required apprentice utilization rate; or
  - d. other reason(s) as may be determined by the City Council.

In lieu of the adjustment procedure in this Section 5, contract documents for projects may instead include good faith effort (GFE) procedures substantially similar to WSDOT local project template apprentice provisions.

6. Reporting. The Mayor shall report to the City Council annually upon the use of apprentices for projects with a required apprentice utilization rate under this section. The report shall include to the extent it is available:
- a. The percentage of labor hours actually worked by apprentices on each project and the total number of labor hours on each such project;
  - b. The number of apprentices by contractor broken down by trade and craft category;
  - c. The number and percentage of minorities, women and veterans utilized as apprentices on each project;
  - d. The number and percentage of City of Everett residents utilized as apprentices on each project; and
  - e. Data, to the extent it is available, on the use and issuance of exceptions and waivers under EMC 3.80.070.B.5 for the prior 12-month period.

"Craft" for this reporting subsection means each and every trade and occupation recognized as being involved in public work based on Washington State Prevailing Wage Rules in WAC 296-127-013.

**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.

**Section 5.** 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. 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.

**Section 6.** This ordinance is effective July 1, 2025.

\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: JULY 1, 2025

**From:** [Jose Villalaz](#)  
**To:** [Angela Ely](#)  
**Subject:** Re: [EXTERNAL] Council comments  
**Date:** Wednesday, April 30, 2025 1:36:37 PM  
**Attachments:** [image002.png](#)

---

Category 2: Sensitive information

Please add it to next week's written communication please

Jose Villalaz

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

Category 2: For official use only / disclosure permissible by law.

---

**From:** Angela Ely <AEly@everettwa.gov>  
**Sent:** Wednesday, April 30, 2025 1:35:13 PM  
**To:** Jose Villalaz <j\_villalaz@hotmail.com>  
**Subject:** RE: [EXTERNAL] Council comments

Category 2: Sensitive information

Hi Jose,

As I mentioned in the past, written comments consist of emails received that pertain to items that are on the upcoming council agenda or is an ongoing project managed by the city. I understand the situation at Andy's Place has been a topic discussed at council, mainly during public comment, but it was not included on today's council agenda; therefore, it does not become part of the city clerk's final packet posted online.

If you are wishing to have your email submitted as public comment for the record, in lieu of speaking during public comment, you can mention that in your email. I will see if I can get it in today's agenda packet that the city clerk posts.

Sincerely,

Angela



**Angela Ely**

Executive Assistant | Everett City Council

425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201

[everettwa.gov](#) | [Facebook](#) | [Twitter](#)

Note: Emails and attachments sent to and from the City of Everett are public records and may be subject to disclosure pursuant to the Public Records Act.

**From:** Jose Villalaz <j\_villalaz@hotmail.com>

**Sent:** Wednesday, April 30, 2025 1:27 PM

**To:** Angela Ely <AEly@everettwa.gov>

**Subject:** [EXTERNAL] Council comments

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.

Hi,

Earlier in the week I emailed the city council. It was regarding some concerns about safety and security and Andy's place residents.

I wanted that email to be included in for the record.

During my lunch hour, I watched the council meeting and noticed my email wasn't included in the public written message.

Jose Villalaz (District 2)  
3314 Lombard Avenue  
Everett, Washington 98201

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)



# PROCLAMATION

**Whereas**, the City of Everett celebrates the freedom, joy, and well-being that bicycling offers,

**And;** throughout the month of May, residents and visitors alike can participate in a variety of local biking events or simply head outside to enjoy a solo ride,

**And;** bicycling promotes health, quality of life, and economic vitality by reducing pollution and congestion, supporting local businesses, and drawing tourism to Everett;

**And;** local organizations, businesses, and civic groups, together with the League of American Bicyclists, will join in promoting cycling as a safe, sustainable, and year-round form of transportation and recreation;

**And;** these efforts will enhance public awareness of bike safety and education, contributing to safer streets and healthier communities;

**Now, therefore**, I, Cassie Franklin, Mayor of the City of Everett, do hereby proclaim May 2025 as

## **“Bike Month”**

in Everett, and encourage all residents to get involved, ride safely, and celebrate the many benefits of biking.

**Signed this 7<sup>th</sup> day of May, 2025**

**Mayor Cassie Franklin  
City of Everett, WA**



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The following comments are not allowed:

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

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

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

DATE: 5/7/25

NAME (required): Seth Newsome

CITY (required): Everett ZIP (required): 98204

EMAIL (optional): \_\_\_\_\_ PHONE (optional): \_\_\_\_\_

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

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: 10

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

\_\_\_\_\_  
\_\_\_\_\_



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DATE: 5/6/25

NAME (required): Bonnie Townsend

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

EMAIL (optional): Bonnie98203@yahoo.com PHONE (optional): \_\_\_\_\_

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

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: Rezoning 6-lane street R1-PUR4

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

\_\_\_\_\_  
\_\_\_\_\_





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DATE: 5-6-25

NAME (required): Carpenter Chuck

CITY (required): EVERETT, ZIP (required): 98203

EMAIL (optional): ChuckCarpenter2000@yahoo PHONE (optional): 425-359-7005

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

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: RE-ZONING - GLACIER VIEW-

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



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DATE: 5-7-25

NAME (required): Tyler Beckley

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

EMAIL (optional): \_\_\_\_\_ PHONE (optional): \_\_\_\_\_

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

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item  
AGENDA ITEM #: \_\_\_\_\_

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

Problems at 3327 Hoyt Ave



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DATE: 5-7-25

NAME (required): Patty Manning

CITY (required): EVERETT ZIP (required): 98201

EMAIL (optional): \_\_\_\_\_ PHONE (optional): \_\_\_\_\_

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

Is your topic on today's agenda? DON'T KNOW- R44 RESIDENTIAL NEIGHBORHOOD ZONING CHANGE

☐ YES – the comment period will follow the agenda item  
AGENDA ITEM #: \_\_\_\_\_

☐ NO – speak during general public comment, topic you would like to speak on:  
\_\_\_\_\_  
\_\_\_\_\_





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DATE: 5-7-2025

NAME (required): Carl Agne

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

EMAIL (optional): dream59@frontier.com PHONE (optional): \_\_\_\_\_

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

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item  
AGENDA ITEM #: \_\_\_\_\_

☒ NO – speak during general public comment, topic you would like to speak on:  
Rezone to N. Everett Neighborhood.  
(Waverly Ave)



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DATE: 5-7-25

NAME (required): Neil Anderson

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

EMAIL (optional): \_\_\_\_\_ PHONE (optional): 425-231-4769

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

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: \_\_\_\_\_

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

Proposed Comprehensive Plan Change  
designating our neighborhood to UR4



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DATE: May 7, 2025

NAME (required): MARK SIMPSON

CITY (required): EVERETT ZIP (required): 98201

EMAIL (optional): markbsimps@gmail.com PHONE (optional): 425-299-5902 cell

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

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: \_\_\_\_\_

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

Proposed rezone R1 to UR4 in my  
plat and nearby plat. I live at  
5th st in North Everett. My plat Legion Park

*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.*

Addtion Div 2,





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DATE: May 7, 2025

NAME (required): Jo Newland

CITY (required): Everett ZIP (required):

EMAIL (optional): mojonow@yahoo.com PHONE (optional): 4253192696

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

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item  
AGENDA ITEM #:

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



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DATE: 5-7-25

NAME (required): TIMOTHY CHIPMAN

CITY (required): EVERETT ZIP (required): 98201

EMAIL (optional): \_\_\_\_\_ PHONE (optional): \_\_\_\_\_

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

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: \_\_\_\_\_

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

COMPASS AGAIN



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DATE: 5/7/2024

NAME (required): Brock Howell

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

EMAIL (optional): brock@go5notrac.org PHONE (optional): \_\_\_\_\_

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

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: \_\_\_\_\_

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

Bike Month

\_\_\_\_\_

April 28, 2025

Council member Judy Tuohy,

We, the undersigned are residents of north Everett in the Plat of Legion Park Division 2 and we have some concerns. We are noticing an increase in the number of dwelling units permitted on lots in the neighborhood utilizing new ADU provisions allowed by City Code. We are now aware that the neighborhood may also be subject to a rezone to the UR4 zone classification. It appears that the UR4 zone will allow a much higher density of dwelling units, buildings up to four (4) stories in height, in comparison to ADU standards. See the attached email from city staff member Jennifer Gregerson.

The Plat of Legion Park Division 2 consists of 143 lots. Generally, the lots are the same size for sake of argument. Assuming today that each house here in Division 2, on the average, is occupied by one family, say 2 parents and 2 children, Division 2 has a population of approximately 572 residents. With an average of say 2 cars per family, that are 286 vehicles parked in the Division 2 subdivision. So, if Division 2 is redeveloped with the new proposed UR4 standards with perhaps another 3 dwelling units per lot, the Division 2 population could rise to 2,288 residents with some 1,144 vehicles parked in the neighborhood.

With full built-out under UR4 standards, we have concerns as to whether or not the existing road system for Legion Park Division No. 2 can handle a triple or perhaps quadruple increase in development. There are basically 2 access points into Legion Park Division 2. The first being at the 8<sup>th</sup> Street intersection with Broadway which includes and a smaller street approaching Broadway at an angle just south of 8<sup>th</sup> Street allowing cars to merge onto southbound Broadway. However, using this small street can be somewhat more dangerous due to the approach angle and narrow width of the pavement.

The second access point is further north utilizing Skyline Drive to connect northward with Marine View Drive thru the Plat of Mt. Baker View Addition. Skyline Drive is a very narrow paved surface. Two cars can pass provided there are no cars parked in the street. The roadways in Legion Park Division 2 are sixty-foot right-of-way with wide paved surfaces.

Please note that there was a 3<sup>rd</sup> access point into the neighborhood until about 25 years ago at Waverly Ave and Tower Street. This is next to the new EvCC gym (former Tyee Bowl site). About 25 years ago, EvCC proposed to build a new 7 story parking garage in the parking lot just north of the EvCC gym. Working with the neighborhood, the college agreed to build the garage as far away as possible from the neighborhood which meant building the garage next to Tower St. This would require the parking garage to straddle Waverly Ave and thus the Waverly right-of-way would need to be vacated. Vacation of the Waverly Ave right-of-way was approved by the City. Funding for the parking garage never materialized and the college parking garage project was dropped. At the north end of the EvCC Early Learning Center, along the former Waverly Street right-of-way, the old roadway is now a cul-de-sac, gated and planted with landscaping. Please refer to the attached road vacation map. This one map depicts a vacated right-of-way thru the State of Washington DSHS complex, that may have needed to be done for the construction of the DSHS project in the late 1970's. But this is not Waverly Avenue. Waverly runs north-south and I am most certain is vacated thru the college parking lot. It would be questionable if the Early Learning Center would support reinstating Waverly as a city street and increasing traffic in front of their



facility. And someday, the proposed parking garage may actually be built (or another college building) at the Tower Street location, north of the EvCC Gym building.

It is also important to consider the traffic problems associated with north Broadway and connection to SR 529. We all remember the summer/fall of 2024 with Snohomish River bridge work. A much higher density allowed by the UR4 zone classification will only add to the problem. Before a much higher increase in development is permitted, perhaps the SR 529 transportation network needs to be resolved first.

Finally, the majority of lots, if not all lots in Legion Park Division 2, are part of the Department of Ecology/ ASARCO smelter contaminated soil removal project. Lot 14, for example, had the top 12 inches of soil removed in the front yard and 18 inches of soil removed in the backyard and replaced with clean soil. A thick fabric liner was placed at the bottom of the new soil mark. There are guidelines from the DOE on working below the liner so disruption of the contaminated soil particles is not spread. At the intersection of Legion Drive and Skyline Drive, an Accessory Dwelling Unit project consisting of 5 new single-family residents on two lots, Lots 11 and 12 of the Plat of Legion Park Division No. 2, required some deep digs for the installation of concrete drainage facilities along with some grading activity. This property may not have participated in the soil cleanup project for this immediate area in 2012.

New construction standards which may be allowed in the UR4 zone classification will most certainly require new foundations, sewer, utility and water lines, drainage vaults with this work taking place below the cleanup areas. The City may want to make sure that new construction activity does not disturb all of the cleanup work done in the recent past. There is cleanup work being done at the present time in the north Waverly Ave area, west side of street.

We do not know if the adjacent 52 lot plat to the north, Plat of Mt. Baker View Addition, is part of the proposed rezone action to UR4.

Thank you for your consideration.

Sincerely,

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*Mark B. Simpson* 2505 5<sup>th</sup> St, Everett, WA 98201  
*Mary B. Jipson* 2505 5<sup>th</sup> St. Everett, WA 98201  
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*Mark Ryckel* 2709 5<sup>th</sup> St. Everett, WA 98201  
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Roy H. Brobyskov 509 WINTON AVE

Elizabeth Jennings 307 Skyline

Robbie Seely 307 Skyline Blvd

John Fennelly 2405 5th St.

Ernie Everett 2405 5th St.

Richard Drouillard 2321 5th St.

Christina Stokes 2315 5th St

William Angus 2209 5th St

Angelica Hangstad 2304 5th St

~~TRH~~

2304 5th St.

Kimberly J. Woodward 2310-5th St.

Victoria McBride 2404-5th St.

Patty Manning 2415 7th St.

~~Colyn McCallum~~

Amy N. Neis 503 Legion Dr

Ryan Cox 503 Legion Dr.

~~ST. WAMBA~~ 415-LEGION DRIVE

Cornelius Coly 2409 5th

Diane Velders

~~Ala Laine~~ 221 Skyline Dr



## CITY OF EVERETT Economic Development

### MEMO: THREE-YEAR CONTRACT WITH NORTHWEST INNOVATION RESOURCE CENTER (NWIRC)

Dear Council members,

Councilmember Rhyne asked that Item No. 6 on the consent agenda be moved to an action item, a 3-year professional services contract with NWIRC for \$24,000 per year. The following are responses to Councilmember Rhyne's emailed questions.

**1. *Does this contract renewal allow NWIRC to continue to occupy the space along Hewitt at the arena?***

The proposed professional services contract with NWIRC is independent of the NWIRC lease with the City of Everett. The City of Everett leases NWIRC to space in the Angel of the Winds Arena facility. NWIRC utilizes (1) a small retail storefront on Hewitt for *IRC Lab-Everett* training workshops and events, and (2) space on the second floor near the Oak View Group's management offices. This space is used for meetings, staff office space, and incubator space.

**2. *Should [the support of NWIRC] still be a function of the City with the newly established Everett Chamber doing similar services? Or with the Chamber being a better conduit?***

The function of NWIRC and the Chamber differs and is complementary. According to its website, the Greater Everett Chamber is a membership organization assisting established businesses "connect businesses of all sizes, providing access to resources, opportunities, and partnerships."

NWIRC is a charitable 501(c)3 not-for-profit organization that assists entrepreneurs and innovators who typically have not yet started their business. These entrepreneurs require resources to validate their ideas, establish patent protection, and attract startup funding. NWIRC offers a pool of business advisors who share knowledge and skills, and NWIRC works one-on-one to assist entrepreneurs so that they can understand and apply the advice they are receiving. As NWIRC-aided startups typically do not qualify for bank funding, the NWIRC Board is developing a network of potential individual funding sources.

In addition, NWIRC partners with Workforce Snohomish, Everett Community College, and WSU-Everett to focus on building the skills required for the future economy. This work assists dislocated workers and immigrants, providing training to develop skills required to achieve meaningful employment. NWIRC works with individuals to develop work experience projects, which in turn adds quality to the Everett workforce, aiding current businesses as well as attracting new businesses.



**3. *Am I reading it correctly that we pay them \$24K per year for services but they pay us \$30K per year in rent?***

Yes, that is correct; if adopted, the city will net \$6,000 per year from its contracts with NWIRC.

**4. *Are there reports or metrics on the number of people they serve or the economic return our city receives?***

Entrepreneurs

- On average, 8 entrepreneurs are engaged in concurrent one-on-one training. They are working on diverse business plans involving such things as AI software-based programs, technology advances for agriculture, and maritime inventions.
- NWIRC support includes assistance validating innovation and preparation for and introductions to funding sources.

Workforce

- Since 2022, the NWIRC Data Bootcamp has educated 97 in the field of Data Analytics.
  - 33% from the City of Everett
  - 56% of all applicants from Snohomish County.
  - 68% of graduates gain employment in the data analytics field.
- A new Artificial Intelligence Courses has recently been launched, with the first course completed with 4 City of Everett students.

Businesses

- 5 Everett businesses benefitted from a data graduate completing a data analytics project in the past year alone. The projects provided strategic information to help the business with revenue growth.

Other

- NWIRC—in partnership with CleanTech Alliance—supports startups in the fusion energy supply chain with session leadership in 2024 Fusion Week in Everett.
- In partnership with Economic Alliance of Snohomish County and WA State Dept of Commerce, NWIRC is promoting Everett for location of US presence for international businesses.
- NWIRC will participate as a EG panel member in SelectUSA event in Everett on May 9<sup>th</sup>, promoting the IRC Lab-Everett. To date, SelectUSA has resulted in two international startups utilized the IRC Lab-Everett location for its US presence.
- IRC Lab-Everett is a part of the NWIRC network of locations in support of entrepreneurs between Seattle and the Canadian border. NWIRC has been asked to present the details of this regional focus at the 2025 Cascade Innovation Corridor conference as an example of entrepreneurial support as a critical element of the future economy workforce.
- WSU certificate issued for the Data Bootcamp with graduation held at WSU-Everett.
- NWIRC is currently in discussion with Dr. Crawford, EvCC President, about working together to provide continuing education programs.

In conclusion, the city's Office of Economic Development considers that the NWIRC professional service agreement has provided—and will continue to provide—a significant return on investment for the overall city and county business support network.

