



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, September 17, 2025 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Mayor's Comments

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$5,226,521.40 For The Period Ending August 30, 2025, Through September 5, 2025.

Documents:

[RES_CLAIMS PAYABLE 09.05.25.PDF](#)

(2) Authorize The Mayor Or Her Designee To Apply For, And If Awarded, To Sign All Necessary Documents And Agreements For The Municipal Stormwater Capacity Grant In The Amount Of \$120,000.

Documents:

[DOE_STORMWATER CAPACITY GRANT_APPLICATION.PDF](#)

(3) Authorize The Mayor To Sign The Washington State Department Of Transportation 2025-2027 Commute Trip Reduction Grant Agreement.

Documents:

[PTD1210 WSDOT CTR GRANT AGREEMENT.PDF](#)

(4) Reject All Bids Received And Authorize A Call For Bids For The Port Gardner Storage Facility Site Construction Project.

Documents:

[PGSF_REBID.PDF](#)

(5) Authorize The Mayor Or Her Designee To Sign All Necessary Documents And Agreements For The Defense Community Infrastructure Program Grant Agreement In The Amount Of \$300,000.

Documents:

[DCIP GRANT BOATHOUSE.PDF](#)

PROPOSED ACTION ITEMS:

(6) CB 2508-48 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "North Broadway Pedestrian Bridge" Fund 303, Program 133, To Accumulate All Costs For The Improvement. (3rd & Final Reading 9/24/25)

Documents:

[CB 2508-48.PDF](#)

ACTION ITEMS:

(7) CB 2508-46 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Riverpoint Outfalls Replacement" Fund 336, Program 049.

Documents:

[CB 2508-46.PDF](#)

(8) CB 2508-47 – 3rd & Final Reading - Adopt An Ordinance Approving The Appropriations Of The 2025 Revised City Of Everett Budget And Amending Ordinance No. 4099-25.

Documents:

[CB 2508-47.PDF](#)

(9) Adopt A Resolution Rebuking Kroger's Closure Of SW Everett Fred Meyer.

Documents:

[RES_KROGER CLOSURE.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

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

AGENDAS, BROADCAST AND RECORDINGS

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

CONTACT THE COUNCIL

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

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



Whereas the claims payable by check against the City of Everett for the period August 30, 2025 through September 05, 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
001	City Council	491.53
002	General Funds	5,035.69
003	Legal	16,024.21
004	Administration	339.65
005	Municipal Court	497.57
007	Human Resources	416.55
009	Misc Financial Funds	46,560.83
010	Finance	858.36
015	Information Technology	136.39
021	Planning & Community Dev	862.14
024	Public Works-Engineering	7,516.76
026	Animal Shelter	262.72
030	Emergency Management	122.22
031	Police	4,295.15
032	Fire	949.80
038	Facilities Maintenance	232.43
TOTAL GENERAL FUND		\$ 84,602.00

Fund	Department	Amount
101	Parks & Recreation	13,131.48
110	Library	4,699.13
112	Municipal Arts	1,900.00
119	Public Works - Str Imp	311,068.36
120	Public Works - Streets	1,814.98
138	Hotel/Motel Tax Fund	4,950.00
146	Property Management	11,134.12
151	Fund for Animals	6,182.56
153	Emergency Med Svc	21,226.17
155	Capital Reserve Fund	71,187.69
156	Criminal Justice	4,505.50
197	CHIP Loan Program	61.21
303	Public Works Impr. Projects	1,708,486.66
336	Water & Sewer Sys Improv I	1,198,239.02
342	City Facilities Const.	7,087.50
354	Parks Capital Const.	1,495.00
401	Public Works-Utilities	1,477,580.26
425	Public Works-Transit	81,330.50
430	Everpark Garage	16,093.00
440	Golf	76,056.39
501	MVD - Trans Services	17,503.41
503	Self-Insurance	1,020.00
505	Computer Reserve	54,418.96
665	Other Special Agency Funds	50,747.50
TOTAL CLAIMS		5,226,521.40

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2025

Council President

Project title: Authorize the Mayor or her designee to apply for, and if awarded, to sign all necessary documents and agreements for the Municipal Stormwater Capacity Grant in the amount of \$120,000.

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 9/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:

Department(s) involved:
Public Works

Contact person:
Tom Hood

Phone number:
425-257-8809

Email:
THood@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Consideration: 2025-2027 Biennial Stormwater Capacity Grant Agreement

Project: City of Everett Western Washington Phase II Municipal Stormwater Permit Implementation

Partner/Supplier: Washington State Department of Ecology

Location: City of Everett

Preceding action: NA

Fund: Fund 401 – Water/Sewer Utility

Fiscal summary statement:

The City of Everett has an opportunity to apply for a Municipal Stormwater Capacity Grant (2025-2027) in the amount of \$120,000 funded by the Washington State Department of Ecology. No match is required

Project summary statement:

The Washington State Department of Ecology (Ecology) issued the City of Everett the first Phase II Municipal Stormwater Permit in 2007 under the National Pollutant Discharge Elimination System (NPDES) permit program. This permit program is a requirement of the federal Clean Water Act. The Phase II Municipal Stormwater Permit authorizes the discharge of stormwater runoff from the municipal separate stormwater system into surface waters and groundwaters, as long as the City implements Permit-specified components to protect water quality. Ecology recently issued a new Phase II Municipal Stormwater Permit, which became effective August 1, 2024. The new Permit has new compliance and reporting requirements that are phased in over the next 5 years.

Ecology provides non-competitive biennial grant funding in the form of Municipal Stormwater Capacity grants to Phase I and Phase II Permittees to assist with implementation and management of the Phase II Municipal Stormwater Permit.

If awarded, grant funds will be used to attain compliance with current and future requirements where applicable such as: developing policies, source control, and stormwater management action planning.

Recommendation (exact action requested of Council):

Authorize the Mayor or her designee to apply for, and if awarded, to sign all necessary documents and agreements for the Municipal Stormwater Capacity Grant in the amount of \$120,000.



City Council Agenda Item Cover Sheet

Project title: Washington State Department of Transportation 2025-2027 Commute Trip Reduction Grant Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 9/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Grant Agreement

Department(s) involved:

Transit

Contact person:

Mike Schmieder

Phone number:

425-257-7761

Email:

mschmieder@everettwa.gov

Initialed by:

MJS

Department head

Administration

Council President

Project: Commute Trip Reduction Program

Partner/Supplier: Washington State Department of Transportation

Location: City of Everett

Preceding action: N/A

Fund: 425/Transit

Fiscal summary statement:

This project will have a positive financial impact as the City will receive grant funding in the amount of \$204,200 from the Washington State Department of Transportation. There is no funding match requirement, and no budget amendment is necessary.

Project summary statement:

The City of Everett will receive a total of \$204,200 from the Washington State Department of Transportation (WSDOT) to administer Everett Transit's state worker Commute Trip Reduction program (\$201,200 in grant funding) and state worker Guaranteed Ride Home program (\$3,000 in grant funding) from July 1, 2025 through June 30, 2027. The Commute Trip Reduction program works with Everett's largest employers to reduce the rate of drive-alone commute trips by providing incentives and assistance to employers who are required to participate in the program by law.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Washington State Department of Transportation 2025-2027 Commute Trip Reduction grant agreement.



**Washington State
Department of Transportation**

Public Transportation Division
310 Maple Park Avenue S.E.
P.O. Box 47387
Olympia, WA 98504-7387

WSDOT Contact: Patrick Green
206-440-4026
patrick.green@wsdot.wa.gov

Commute Trip Reduction (CTR)			
Agreement Number	PTD1210	Grantee:	City of Everett dba Everett Transit 3201 Smith Avenue Suite 215 Everett, WA 98201
Term of Project	July 1, 2025 through June 30, 2027		
Vendor #	916001248	Contact:	Amanda Koerber akoerber@everettwa.gov

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Grantee identified above, hereinafter the "GRANTEE," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

SCOPE OF WORK AND BUDGET

The GRANTEE agrees to provide Transportation Demand Management (TDM) services, primarily used to support local Commute Trip Reduction (CTR) programs associated with the Statewide Commute Trip Reduction Program, including: 1) Development and submission of an Administrative Work Plan by the end of the first quarter of this AGREEMENT that must be approved by WSDOT in writing; 2) Implementation of the strategies and production of the deliverables outlined in the WSDOT-approved Administrative Work Plan in order to implement a CTR program; and 3) Provision of emergency ride home services for state emergency ride home services for state agency employees that participate in the CTR program. The Administrative Work Plan shall be incorporated as an amendment to this AGREEMENT.

Funds	Current Funds
Commute Trip Reduction (MMA)	\$ 201,200
Emergency Ride Home/Guaranteed Ride Home GRH (Parking Fund)	\$ 3,000
Total Project Cost	\$ 204,200

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2025-2027 biennium.

Section 2
Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for public transportation services that meet the needs of persons in the State of Washington.

Section 3
Scope of Project

The GRANTEE agrees to perform all designated tasks of the Project under this AGREEMENT as described in “Scope of Work and Budget”.

Section 4
Term of Agreement

The GRANTEE shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled “Term of Agreement” on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT unless terminated as provided herein.

Section 5
General Compliance Assurance

- A. The GRANTEE agrees to comply with all instructions as prescribed in WSDOT’s Public Transportation Grant Guidebook, Chapter 8: Commute Trip Reduction program, hereinafter referred to as the “Guidebook”, and any amendments thereto, found at <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant>, which by this reference is fully incorporated herein.
- B. The GRANTEE agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

Section 6
Administrative Work Plan

The GRANTEE agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the GRANTEE submits its first invoice, whichever is sooner. The administrative work plan will include the following elements:

- A. The work plan shall identify the activities and deliverables associated with this AGREEMENT and other strategies as defined in the approved and locally adopted CTR plans. These plans may include, but are not limited to, recruiting new employer worksites, reviewing employer programs and providing site-specific suggestions for improved CTR performance, administering surveys, CTR Work Plan reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
- B. The administrative work plan may be revised based on a mutual written agreement between the WSDOT Project Manager and the GRANTEE.

Section 7
CTR Plan

The GRANTEE shall prepare and submit a local CTR plan for each jurisdiction supported by project funds. The plan will meet the standards defined in the “Guidance Document.”

Section 8

Survey Coordination

The GRANTEE agrees to coordinate with WSDOT and its contracting partners for Commute Trip Reduction employer surveys.

Section 9

Database Updates

The GRANTEE agrees to provide WSDOT and the GRANTEE's contracting partners with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

Section 10

Use of State Funds for Incentives

The GRANTEE agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance that WSDOT shall provide to the GRANTEE.

Section 11

Coordination with Regional Transportation Planning Organizations (RTPO)

The GRANTEE shall coordinate the development and implementation of its CTR plan and programs with the applicable regional transportation planning organization (RTPO). The GRANTEE agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The GRANTEE agrees to provide information about the progress of its CTR plan and programs to the RTPO upon request.

Section 12

Project Records

The GRANTEE agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 13

Funding Distribution

The GRANTEE may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, Metropolitan Planning Organizations, or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR, plans as applicable, and as authorized by RCW 70A.15.4080, and by ordinances adopted pursuant to RCW 70A.15.4020(5).

Section 14

Reports

The GRANTEE shall prepare and submit quarterly, and annual program reports pursuant to this agreement and as prescribed in WSDOT's Guidebook. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook.

Section 15

Implementation Plans

The GRANTEE shall incorporate appropriate sections of the “Scope of Work and Budget” and description of allowable incentives in accordance with the incentives guidance provided to the GRANTEE by WSDOT as set forth in Section 10 of this AGREEMENT, as well as the WSDOT-approved Administrative Work Plan, in all agreements with an eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of such CTR plans, and in compliance with applicable ordinances.

Section 16

Assignments and Subcontracts

- A. The GRANTEE shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone, not under the GRANTEE’s direct supervision.
- B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Sections 5, 10, 11, and Sections 15 through 27**, of this AGREEMENT in each subcontract and in all contracts, it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 17

Reimbursement and Payment

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the GRANTEE for reimbursement. Failure to send in progress reports and financial information as required in **Section 14 – “Reports”** may delay payment. The GRANTEE shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
- B. **State Fiscal Year End Closure Requirement (RCW 43.88)**: The GRANTEE shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 of the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the GRANTEE is unable to provide an invoice by this date, the GRANTEE shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 18

Energy Credit

To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with the STATE'S public transportation grant program. GRANTEE'S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE'S funding of this AGREEMENT.

Section 19

Civil rights

The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

Section 20

Compliance with Laws and Regulations

- A. The GRANTEE agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The GRANTEE will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
 - 1. SB 5974 Move Ahead Washington
 - 2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT,
 - 3. RCW 70A. 65.260 Climate Commitment ACT, and
 - 4. Chapter 49.46 RCW – Minimum Wage Requirements & Labor Standards
 - 5. RCW 43.21C State Environmental Policy Act (SEPA)
 - 6. Executive Order 21-02 Archeological and Cultural Resources
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 21

Ethics

- A. Relationships with Employees and Officers of WSDOT. The GRANTEE shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall GRANTEE knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.
- B. Employment of Former WSDOT Employees. The GRANTEE hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

Section 22
Anti-Lobbying

- A. It is WSDOT's policy that no funds awarded through the agency to grantees can be used for lobbying activities.
- B. GRANTEEES who receive an award through WSDOT shall certify on an annual basis that the awarded funds are not used for lobbying activities. This certification may be provided as part of the Certification & Assurances annual submittal.

Section 23
Accounting Records

The GRANTEE agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 24
Audits, Inspections, and Records Retention

WSDOT, the State Auditor, and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the GRANTEE's records with respect to all matters covered by this AGREEMENT. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, the GRANTEE shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the Project or the Project's final payment date. However, in case of audit or litigation extending past that six (6) year's period, then the GRANTEE must retain all records until the audit or litigation is completed. The GRANTEE shall be responsible to assure that the GRANTEE and any subcontractors of the GRANTEE comply with the provisions of this section and provide WSDOT, the State Auditor, and any of their representatives, access to such records within the scope of this AGREEMENT.

Section 25
Recapture Provision

In the event that the GRANTEE fails to expend State Funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture State Funds in an amount equivalent to the extent of noncompliance. The GRANTEE agrees to repay such State Funds under this recapture provision within thirty (30) days of demand.

Section 26
No obligation by the state government

No contract between the GRANTEE and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 27
Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 28

Agreement Modifications

- A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Work and Budget. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES. However, changes to the Project title, the contact person of either PARTY, biennial adjustments with no impact to the overall project cost, or adding the Administrative Work Plan, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision or documentation in the Grants Management System. WSDOT shall notify the GRANTEE of any such approved revision in writing.
- B. If there is an increase or decrease in funding under this AGREEMENT, the GRANTEE and WSDOT agree to enter into a written amendment to this AGREEMENT, providing for an appropriate change in the Scope of Work and Budget and/or the Total Project Cost in order to reflect any such increase in funding.

Section 29

Changed Conditions Affecting Performance

The GRANTEE hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 30

Remedies for Misuse or Noncompliance.

If WSDOT determines that the Project has been used in a manner materially different from Section 1, WSDOT may direct the GRANTEE to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

Section 31

Disputes

- A. Disputes. Disputes, arising in the performance of this AGREEMENT, which is not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division's Assistant Director or Designee. This decision shall be final and conclusive unless within ten (10) days from the date of GRANTEE'S receipt of WSDOT's written decision, the GRANTEE mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The GRANTEE's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the GRANTEE, and the GRANTEE shall abide by the decision.
- B. Performance During Dispute. Unless otherwise directed by WSDOT, GRANTEE shall continue performance under this AGREEMENT while matters in dispute are being resolved.

Section 32

Termination

- A. **Termination for Convenience.** WSDOT and/or the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the GRANTEE shall agree upon the AGREEMENT termination provisions including but not

limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the state with respect to the preservation of energy resources;
4. The GRANTEE is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the GRANTEE; or
5. The state Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim for reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the GRANTEE, if the GRANTEE materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT.
5. WSDOT shall serve a notice of termination on the GRANTEE, setting forth the manner in which the GRANTEE is in default. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: (a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

- C. WSDOT, in its sole discretion, may, in the case of a termination for breach or default, allow the GRANTEE ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such cases, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the GRANTEE fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against GRANTEE and its sureties for said breach or default.
- D. In the event that WSDOT elects to waive its remedies for any breach by GRANTEE of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
- E. Any termination of the AGREEMENT, whether for convenience or for default, that requires the AGREEMENT to be terminated or discontinued before the specified end date set forth in the caption header, "Term of Project", shall require WSDOT to amend the AGREEMENT by written amendment to reflect the termination date and reason for termination.

Section 33

Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy under this agreement, or otherwise afforded by law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 34

Waiver

In no event shall any WSDOT payment of grant funds to the GRANTEE constitute or be construed as a waiver by WSDOT of any GRANTEE breach, or default, and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default. In no event shall acceptance of any WSDOT payment of grant funds by the GRANTEE constitute or be construed as a waiver by GRANTEE of any WSDOT breach, or default which shall in no way impair or prejudice any right or remedy available to GRANTEE with respect to any breach or default.

Section 35

WSDOT Advice

The GRANTEE bears complete responsibility for the administration and success of the work as it is defined in this AGREEMENT and any amendments thereto. Although the GRANTEE may seek the advice of WSDOT, the offering of WSDOT advice shall not modify the GRANTEE's rights and obligations under this AGREEMENT and WSDOT shall not be held liable for any advice offered to the GRANTEE.

Section 36

Limitation of Liability and Indemnification

- A. The GRANTEE shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to this AGREEMENT and/or the GRANTEE's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the acts or omissions of the GRANTEE, its agents, employees, and officers. Provided, however, that nothing herein shall require the

GRANTEE to indemnify and hold harmless or defend the WSDOT, its agents, employees, or officers to the extent that claims are caused by the acts or omissions of the WSDOT, its agents, employees, or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

- B. The GRANTEE shall be deemed an independent GRANTEE for all purposes, and the employees of the GRANTEE or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The GRANTEE specifically assumes potential liability for actions brought by the GRANTEE's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the GRANTEE specifically waives any immunity under the state Industrial Insurance Law, Title 51 Revised Code of Washington.
- D. In the event either the GRANTEE or WSDOT incurs attorney fees, costs, or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs, and expenses shall be recoverable by the prevailing PARTY.

Section 37

Governing Law, Venue, and Process

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance thereof shall be governed by the laws of the state of Washington. In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the state of Washington Thurston County Superior Court situated in Thurston County.

Section 38

Order of Precedence

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. State law
2. This AGREEMENT
3. CTR Guidebook

Section 39

Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, that in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 40

Counterparts

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The GRANTEE does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned in such executed counterpart and does hereby accept State Funds and agrees to all of the terms and conditions thereof.

Section 41

Execution

This AGREEMENT is executed by the Director of the Public Transportation Division, Washington State Department of Transportation, or the Director's designee, not as an individual incurring

personal obligation and liability, but solely by, for, and on behalf of the Washington State Department of Transportation, in his/her capacity as Director of the Public Transportation Division.

Section 42
Binding Agreement

The undersigned acknowledges that they are authorized to execute the AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last signed below.

WASHINGTON STATE
DEPARTMENT OF
TRANSPORTATION

GRANTEE

Authorized Representative
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Date

Project title: Port Gardner Storage Facility – Reject all Bids and Re-Bid

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 9/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Public Works, Legal, Admin

Contact person:

Tom Hood

Phone number:

425.257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Port Gardner Storage Facility (PGSF) – Reject all Bids and Re-Bid

Partner/Supplier: N/A

Location: 2200 West Marine View Drive

Preceding action: Funding Ordinance 4069-25 [02/05/2025](#)
Call for Bids [3/19/2025](#)

Fund: Fund 336 – Water & Sewer System Improvements

Fiscal summary statement:

Project funding is provided by Fund 336 – Water & Sewer System Improvements Fund. The programmed available funding for the project is \$150,800,000.

Project summary statement:

The Port Gardner Storage Facility repurposes the former Kimberly Clark Wastewater Treatment plant to temporarily store combined sewage flows during wet weather to reduce and control Combined Sewer Overflows (CSOs). Council previously authorized a call for bids on February 19, 2025.

Bids were received July 22, 2025. Due to ambiguities in the bidder qualification requirements, staff is unable to conclusively determine whether the apparent low bidder is qualified to perform the work. Therefore, staff recommends rejecting all bids and rebidding the project with updated bidder qualification requirements. Public Works expects to have the project back out to bid with revised specifications almost immediately after this Council action. The project is subject to an approved Project Labor Agreement and this action will have no effect on that agreement.

Recommendation (exact action requested of Council):

Reject all bids received and authorize a call for bids for the Port Gardner Storage Facility Site Construction project.



City Council Agenda Item Cover Sheet

Project title: Acceptance of Defense Community Infrastructure Program Grant for Police Boathouse

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 9/17/25
Action
Ordinance
Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Police

Contact person:

Deputy Chief Jeff
Hendrickson

Phone number:

425-257-8550

Email:

jhendrickson@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: Acceptance of Defense Community Infrastructure Program Grant for Police Boathouse

Partner/Supplier: Federal Office of Local Defense Community Cooperation

Location: NA

Preceding action: NA

Fund:

Fiscal summary statement:

The total cost for the project will be \$800,000 with the additional match funds coming from vessel registration funds, carried over unspent monies from the police department, and capital improvement dollars.

Project summary statement:

The City of Everett was selected to receive \$300,000 from the Defense Community Infrastructure Program (DCIP) grant to replace a failing boathouse located in the Port of Everett and used by the Police Department. Our DCIP grant was supported by Naval Station Everett as an important project for the security of the Navy base and region. The current boathouse is failing due to age and poses a threat to expensive equipment and the environment. This project entails constructing a new boathouse that will provide storage for a police boat, dive equipment, and office space allowing quicker response to emergencies in the port and surrounding areas that are critical to the nation's economy and defense.

The projected completion date is June of 2027.

Recommendation (exact action requested of Council):

Authorize the Mayor or her designee to sign all necessary documents and agreements for the Defense Community Infrastructure Program Grant agreement in the amount of \$300,000.

Project title: An Ordinance creating a special improvement project entitled “North Broadway Pedestrian Bridge” Fund 303, Program 133, to accumulate all costs for the improvement.

Council Bill #

CB 2508-48

Agenda dates requested:

Briefing

Proposed action 9/10/25

2nd Reading 9/17/25

Consent

Action 9/24/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: North Broadway Pedestrian Bridge

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

Location: North Broadway north of 10th Street

Preceding action: N/A

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

The City was awarded a Move Ahead Washington (MAWA) grant, supported through the Washington’s Climate Commitment Act, totaling \$12,900,000. Proceeds from the grant become available at each biennium, with the first proceeds available in 2025.

The programmed available funding for design of the project is \$2,500,050. The funding sources for this project will be as follows:

MAWA Grant	\$2,500,050
Total Funds	\$2,500,050

This ordinance will provide funding authorization for the design phase of the project. The department will bring a subsequent ordinance that will include construction funding for Council consideration when the remainder of the grant becomes available at the next biennium.

Project summary statement:

The City is partnering with Everett Community College (EvCC), and serving as the Certification Acceptance (CA) agency for the project

This project will build a pedestrian bridge over North Broadway that would connect EvCC and Washington State University Everett (WSU Everett). This bridge will enhance pedestrian safety by decreasing the number of pedestrians crossing North Broadway and allow for crossings to occur without interacting with traffic, and accessibility while serving as a critical link between campus facilities.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “North Broadway Pedestrian Bridge” Fund 303, Program 133, to accumulate all costs for the improvement.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “North Broadway Pedestrian Bridge” Fund 303, Program 133, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a comprehensive bridge construction, maintenance, and safety program.
- B.** The City of Everett has identified the need and obtained funds to construct a bridge at North Broadway, connecting Everett Community College and Washington State University – Everett.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 133, entitled “North Broadway Pedestrian Bridge” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 4. The sum of \$2,500,050 is hereby appropriated to Fund 303, Program 133, “North Broadway Pedestrian Bridge” as follows:

A.	Estimated Design Costs	\$2,500,050
B.	Source of Funds	
	Move Ahead Washington Grant	<u>\$2,500,050</u>
	Total Funds	\$2,500,050

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

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance creating a special improvement project entitled "Riverpoint Outfalls Replacement" Fund 336, Program 049.

Council Bill # *interoffice use*

CB 2508-46

Agenda dates requested:

1st Reading 9/03/25

2nd Reading 9/10/25

Consent

Action 9/17/25

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:

Grant Moen

Phone number:

425-257-8947

Email:

gmoen@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Riverpoint Outfalls Replacement

Partner/Supplier:

Location: North and South Outfall at Riverpoint (EPIC)

Preceding action: None

Fund: 336 - Water & Sewer System Improvements Fund

Fiscal summary statement:

This funding ordinance establishes funding and accounting for the Riverpoint Outfalls project. The programmed available funding for design and construction of this project is \$2,000,000. The funding source for this project will be Fund 401 – Water & Sewer Utility.

Project summary statement:

This project will improve drainage of the Riverpoint (EPIC) area by replacing two undersized stormwater outfalls (North and South Outfall) to the Snohomish River. This replacement will reduce backflow during wet conditions, help mitigate localized flooding along Railway Avenue and accommodate future development. Additionally, a water quality treatment facility using a Modular Wetlands Linear stormwater treatment system will be installed at the South Outfall to improve water quality by treating the approximately 43.8-acre contributing basin.

Anticipated future development of this area includes the construction of a bridge over the railroad tracks at Everett Avenue connecting to Railway Avenue, and construction of the new Public Works Service Center. This project will establish a foundation for improving water quality before full-scale development begins and ensure adequate drainage system capacity.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Riverpoint Outfalls Replacement" Fund 336, Program 049.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Riverpoint Outfalls Replacement” Fund 336, Program 049, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned stormwater infrastructure improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct certain stormwater improvements.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 049, entitled “Riverpoint Outfalls 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 \$2,000,000 is hereby appropriated to Fund 336, Program 049, “Riverpoint Outfalls Replacement” as follows:

A. Estimated Project Design and Construction Costs	\$2,000,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$2,000,000

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

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

may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4099-25.

Council Bill # *interoffice use*

CB 2508-47

Agenda dates requested:

Briefing 9/3/25
Proposed action 9/10/25
Action 9/17/25
Ordinance X
Public hearing

Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2025 Budget Amendment #3

Partner/Supplier: NA

Location: NA

Preceding action: Ordinance No. 4099-25

Fund: Multiple

Fiscal summary statement:

The proposed Ordinance amends the City of Everett 2025 Operating Budget, increasing General Government budgeted expenditures by \$671,767 and increasing Non-General Government budgeted expenses by \$32,194,474, for a total of \$32,866,241.

Project summary statement:

This budget amendment revises the 2025 budget to appropriate funding for financial activities that will occur this year.

Recommendation (exact action requested of Council):

Adopt an Ordinance approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4099-25.

2025 BUDGET ADJUSTMENTS for Budget Amendment # 3
General Government Amendments

<u>Fund</u>	<u>Description</u>	<u>Increase/(Decrease)</u>			<u>Ending Fund Balance</u>
		<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	
GGR-10 Emergency Management	Emergency Management - Department of Ecology Grant	-	-	25,432	(25,432)
GGR-10 General Fund	Emergency Management - Department of Ecology Grant	25,432	-	-	25,432
GGA-8 General Fund	Workforce Adjustments	-	97,285	-	97,285
GGA-8 CPED	Workforce Adjustments	-	-	97,285	(97,285)
GGA-8 Legal	Workforce Adjustments	-	-	100,000	(100,000)
GGA-8 Non-Departmental	Workforce Adjustments	-	-	-	-
GGA-9 Non-Departmental	Distribution of Vacancy Budget Offset	-	-	5,324,000	(5,324,000)
GGA-9 General Fund	Distribution of Vacancy Budget Offset	-	700,000	-	700,000
GGA-9 Police	Distribution of Vacancy Budget Offset	-	-	(3,359,000)	3,359,000
GGA-9 Fire	Distribution of Vacancy Budget Offset	-	-	(600,000)	600,000
GGA-9 Streets	Distribution of Vacancy Budget Offset	-	(400,000)	(400,000)	-
GGA-9 Engineering & Public Services	Distribution of Vacancy Budget Offset	-	-	(400,000)	400,000
GGA-9 Parks & Community Services	Distribution of Vacancy Budget Offset	-	(300,000)	(300,000)	-
GGA-9 Information Technology	Distribution of Vacancy Budget Offset	-	-	(150,000)	150,000
GGA-9 Municipal Court	Distribution of Vacancy Budget Offset	-	-	(75,000)	75,000
GGA-9 Animal Services	Distribution of Vacancy Budget Offset	-	-	(40,000)	40,000
GGA-10 Library	Library - Internet Utilities	-	5,650	5,650	-
GGA-10 General Fund	Library - Internet Utilities	-	(5,650)	-	(5,650)
GGA-10 Non-Departmental	Library - Internet Utilities	-	-	-	-
GGA-11 General Fund	Indigent Defense Grant	-	165,000	-	165,000
GGA-11 Legal	Indigent Defense Grant	-	-	165,000	(165,000)
GGA-12 Non-Departmental	Interfund Transfer for Reservoir #3 Site Cleanup	-	-	278,400	(278,400)
Total General Government Amendments		25,432	262,285	671,767	(384,050)

Non-General Government Amendments

<u>Fund</u>	<u>Description</u>	<u>Increase/(Decrease)</u>			<u>Ending Fund Balance</u>
		<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	
NGA-14 CIP-1	CIP-1 General Government Capital Projects	-	-	277,000	(277,000)
NGA-15 Emergency Medical Services Fund	Fire Training Center Project Design	-	-	200,000	(200,000)
NGA-16 CIP-3	CIP-3 Parks Projects	-	-	2,375,159	(2,375,159)
NGA-17 Debt Service Fund	2025 Limited Tax General Obligation Bonds, Series A	-	21,535,046	21,535,046	-
NGA-17 CIP-2	2025 Limited Tax General Obligation Bonds, Series A	-	16,796,610	-	16,796,610
NGA-18 Debt Service Fund	2025 Limited Tax General Obligation Bonds, Series B	-	6,150,786	6,150,786	-
NGA-19 CIP-4	Adjustment to Reserve Balances	-	213,873	-	213,873
NGA-19 Cum Res/Real Prop Acq	Adjustment to Reserve Balances	-	261,166	-	261,166
NGA-20 Fund for Animals	Animal Reserve Grants and Donations	-	115,903	115,903	-
NGA-21 Cumulative Reserve for Library	Library Reserve Donation	-	5,000	5,000	-
NGA-22 Health Benefits Reserve	Health Benefits Cash Reserves	-	1,535,580	1,535,580	-
Total Non-General Government Amendments		-	46,613,964	32,194,474	14,419,490

TOTAL General and Non-General Government Amendments	25,432	46,876,249	32,866,241	14,035,440
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ORDINANCE NO. _____

An ORDINANCE approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4099-25.

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 4099-25 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2025 Budget with a total increased expenditure appropriation of \$32,866,241.

	<u>Beginning Fund balance and 2025 Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
2025 Amended Budget	\$ 981,067,420	\$ 688,045,929	\$ 293,021,491
Budget Amendment #3	46,901,681	32,866,241	14,035,440
2025 Amended Budget	<u>\$ 1,027,969,101</u>	<u>\$ 720,912,170</u>	<u>\$ 307,056,931</u>

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

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

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

may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	EFB
GGR-10	Emergency Management	Emergency Management - Department of Ecology Grant	030R		25,432	
GGR-10	General Fund	Emergency Management - Department of Ecology Grant	002R	25,432		

In 2024, the Emergency Management department received \$49,000 from Washington State Department of Ecology's Spill Prevention, Preparedness, and Response Equipment grant program. This reappropriation carries forward \$25,432 in unspent grant funds to be used in 2025.

Increase M&O expenditures - Emergency Management	030	5600000350	17,432	
Increase M&O expenditures - Emergency Management	030	5600000410	8,000	
Increase beginning fund balance - General Fund	002	3080000000		25,432

	Department			Rev	Exp	FB
GGA-8	General Fund	Workforce Adjustments	002A	97,285		
GGA-8	CPED	Workforce Adjustments	021A		97,285	
GGA-8	Legal	Workforce Adjustments	003A		100,000	
GGA-8	Non-Departmental	Workforce Adjustments	009A			(100,000)

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

- Addition of 1.0 FTE Community Support Crisis Responder funded by the Substance Abuse and Mental Health Services Administration (SAMHSA) grant
- Addition of 1.0 FTE Legal Administrator as part of succession planning and to support the indigent defense program
- Allocation for retirement payout in the Legal department

Increase transfers in revenues (SAMHSA) - General Fund	002	3970000155		97,285
Increase labor expenditures - CPED	021	5027000110	73,700	
Increase labor expenditures - CPED	021	5027000210	23,585	
Increase labor expenditures - Legal	003	5100000110	55,000	
Increase labor expenditures - Legal	003	5100000210	45,000	
Reduce ending fund balance - Non-Departmental	009	5980000490		100,000

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-9	Non-Departmental	Distribution of Vacancy Budget Offset	009A		5,324,000	
GGA-9	General Fund	Distribution of Vacancy Budget Offset	002A	700,000		
GGA-9	Police	Distribution of Vacancy Budget Offset	031A		(3,359,000)	
GGA-9	Fire	Distribution of Vacancy Budget Offset	032A		(600,000)	
GGA-9	Streets	Distribution of Vacancy Budget Offset	120A	(400,000)	(400,000)	
GGA-9	Engineering & Public Services	Distribution of Vacancy Budget Offset	024A		(400,000)	
GGA-9	Parks & Community Services	Distribution of Vacancy Budget Offset	101A	(300,000)	(300,000)	
GGA-9	Information Technology	Distribution of Vacancy Budget Offset	015A		(150,000)	
GGA-9	Municipal Court	Distribution of Vacancy Budget Offset	005A		(75,000)	
GGA-9	Animal Services	Distribution of Vacancy Budget Offset	026A		(40,000)	

This amendment locks in department labor under expenditures in the amount of \$5,624,000. Department budgets are reduced by this amount and allocated to the General Government Non-Departmental 009 to offset the 2025 budgeted labor under expenditure assumption. This follows our strategic, long-range financial practice to reduce the operating budget mid-year as a result of savings.

Adjust expenditures - Non-Departmental	009	multiple	5,624,000	300,000
Reduce labor expenditures - Police	031	multiple		3,359,000
Reduce labor expenditures - Fire	032	multiple		600,000
Reduce labor expenditures - Streets	120	multiple		400,000
Reduce labor expenditures - Engineering & Public Services	024	multiple		400,000
Reduce labor expenditures - Parks & Community Services	101	multiple		300,000
Reduce labor expenditures - Information Technology	015	multiple		150,000
Reduce labor expenditures - Municipal Court	005	multiple		75,000
Reduce labor expenditures - Animal Services	026	multiple		40,000
Increase property tax distribution - General Fund	002	3111002000		700,000
Reduce property tax distribution - Parks	101	3111010010	300,000	
Reduce property tax distribution - Streets	120	3111000000	400,000	

	Department		Code	Rev	Exp	FB
GGA-10	Library	Library - Internet Utilities	110A	5,650	5,650	
GGA-10	General Fund	Library - Internet Utilities	002A	(5,650)		
GGA-10	Non-Departmental	Library - Internet Utilities	009A			(5,650)

This amendment increases the Library's M&O budget to cover the unexpected internet cost increase due to the delay of LibTech implementation.

Increase M&O expenditures - Library	110	5600000470	5,650	
Increase property tax distribution - Library	110	3111010000		5,650
Reduce property tax distribution - General Fund	002	3111002000	5,650	
Reduce ending fund balance - Non-Departmental	009	5980000490		5,650

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-11	General Fund	Indigent Defense Grant	002A	165,000		
GGA-11	Legal	Indigent Defense Grant	003A		165,000	

The City was awarded \$165,000 from the Washington State Office of Public Defense. The award will be used to reimburse eligible expenses related to public defense services for indigent adults facing charges or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug. The grant period is July 1, 2025 through June 30, 2026.

Increase state grant revenues - General Fund	002	3341120003		165,000
Increase M&O expenditures - Legal	003	5250000410	165,000	

	Department		Code	Rev	Exp	FB
GGA-12	Non-Departmental	Interfund Transfer for Reservoir #3 Site Cleanup	009A		278,400	(278,400)

This amendment increases Non-Departmental Fund 009 M&O expenditures to reimburse the Water & Sewer Utility Fund 401 for the General Government's share of environmental remediation costs at Reservoir #3.

Increase M&O expenditures - Non-Departmental	009	5000401550	278,400	
Reduce ending fund balance - Non-Departmental	009	5980000490		278,400

	Department		Code	Rev	Exp	FB
NGA-14	CIP-1	CIP-1 General Government Capital Projects	162A		277,000	(277,000)

This amendment increases the CIP 1 expenditure budget for the following projects:
 --\$100,000 Animal Shelter HVAC Controls Update as approved in Ordinance No. 4073-25
 --\$50,000 Downtown Restrooms Access Controls as approved in Ordinance No. 4081-25
 --\$127,000 Police Firing Range Renovations as approved in Ordinance No. 4094-25

Increase M&O expenditures - CIP-1	162	5500000550	277,000	
Reduce ending fund balance - CIP-1	162	5500999490		277,000

	Department		Code	Rev	Exp	FB
NGA-15	Emergency Medical Services Fund	Fire Training Center Project Design	153A		200,000	(200,000)

This amendment increases the Emergency Medical Services Fund 153 M&O expenditure budget for the Fire Training Center Project as approved by Ordinance No. 4066-25.

Increase M&O expenditures - Emergency Medical Services Fund	153	5600000550	200,000	
Reduce ending fund balance - Emergency Medical Services Fund	153	5990000490		200,000

**2025
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
NGA-16	CIP-3	CIP-3 Parks Projects	154A	2,375,159	(2,375,159)

This amendment increases the CIP 3 expenditure budget for the following projects:
 --\$15,159 Edgewater Park Renovation as approved by Ordinance No. 4089-25
 --\$100,000 Thornton A. Sullivan Dock Repair Work as approved by Ordinance No. 4084-25
 --\$345,000 Drew Nielsen Playground Replacement as approved by Ordinance No. 4075-25
 --\$990,000 Parks Restroom Renovation as approved by Ordinance No. 4068-25
 --\$575,000 Lowell Park Playground Replacement as approved by Ordinance No. 4080-25
 --\$50,000 Forest Park Entry Driveway Repave as approved by Ordinance No. 4079-25
 --\$300,000 Park Restrooms Access Control as approved by Ordinance No. 4081-25

Increase M&O expenditures - CIP-3	154	5354010550	2,375,159	
Reduce ending fund balance - CIP-3	154	5990000490		2,375,159

	Department	Code	Rev	Exp	FB
NGA-17	Debt Service Fund	2025 Limited Tax General Obligation Bonds, Series A	210A	21,535,046	21,535,046
NGA-17	CIP-2	2025 Limited Tax General Obligation Bonds, Series A	162A	16,796,610	16,796,610

The City issued LTGO Bonds Series A to finance the Everett Municipal Building Tenant Improvement and Edgewater Bridge Replacement projects. The bonds were sold at auction on April 22, 2025. The true interest cost (TIC) on the new bonds is 4.43%. This amendment will provide the budget authority to account for the transaction and to transfer the bond proceeds to the designated projects as authorized by Ordinance No. 4082-25

Increase bond principal proceeds	210	3930281000		19,995,000
Increase bond premium proceeds	210	3920281000		1,540,046
Increase bond underwriter's discount	210	5120281890	483,237	
Increase bond issuance cost	210	5120281890	105,199	
Increase transfers-out Debt Service, EMB Tenant Improvement	210	5120281550	16,796,610	
Increase transfers-out Debt Service, Edgewater Bridge	210	5120281550	4,150,000	
Increase transfers-in CIP-2, EMB Tenant Improvement	162	3971050000		16,796,610
Increase ending fund balance, EMB Tenant Improvement	162	5500999490	16,796,610	

	Department	Code	Rev	Exp	FB
NGA-18	Debt Service Fund	2025 Limited Tax General Obligation Bonds, Series B	210A	6,150,786	6,150,786

The City issued LTGO Bonds Series B to finance the Later Phase Eclipse Mill Park and Lowell Riverfront Trail Improvement projects. The bonds were sold at auction on April 22, 2025. The true interest cost (TIC) on the new bonds is 4.37%. This amendment will provide the budget authority to account for this transaction as authorized by Ordinance No. 4082-25.

Increase bond principal proceeds	210	3930282000		5,780,000
Increase bond premium proceeds	210	3920282000		370,786
Increase bond underwriter's discount	210	5120282890	70,516	
Increase bond issuance cost	210	5120282890	30,410	
Increase transfers-out, Eclipse Mill Park	210	5120282550	4,400,000	
Increase transfers-out, Lowell Riverfront Trail	210	5120282550	1,649,860	

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-19	CIP-4	Adjustment to Reserve Balances	162A	213,873		213,873
NGA-19	Cum Res/Real Prop Acq	Adjustment to Reserve Balances	145A	261,166		261,166

This amendment increases the beginning balances for both CIP-4 and Cumulative Reserve for Real Property Acquisition funds. The 2025 beginning balances are higher than originally estimated in the adopted budget. This adjustment ensures the funds maintain positive ending balances.

Increase beginning fund balance - CIP-4	162	3080062000		213,873
Increase ending fund balance - CIP-4	162	5620999490	213,873	
Increase beginning fund balance - Cumulative Reserve for Real Property Acquisition Fund 145	145	3080000000		261,166
Increase ending fund balance - Cumulative Reserve for Real Property Acquisition Fund 145	145	5980000000999	261,166	

	Department		Code	Rev	Exp	FB
NGA-20	Fund for Animals	Animal Reserve Grants and Donations	151A	115,903	115,903	

This amendment proposes to increase Fund for Animals expenditure budget for the following donations received and unspent in 2024 and 2025:
 --\$53,903 ASPCA Behavior Grant
 --\$20,000 Petco Love Grant
 --\$25,000 Best Friends Animal Society
 --\$17,000 in Stripe credit card transaction fees for online donations.

Increase beginning fund balance - Fund for Animals 151	151	3080000000		12,500
Increase donation - Fund for Animals 151	151	3670000000		103,403
Increase M&O expenditures - Fund for Animals 151	151	5010000410	63,903	
Increase M&O expenditures - Fund for Animals 151	151	5010000350	10,000	
Increase M&O expenditures - Fund for Animals 151	151	5010000494	17,000	
Increase M&O expenditures - Fund for Animals 151	151	5010000550	25,000	

	Department		Code	Rev	Exp	FB
NGA-21	Cumulative Reserve for Library	Library Reserve Donation	152A	5,000	5,000	

The Library received \$5,000 donation from the Everett Woman's Book Club in 2025. This amendment increases the Library Reserve Fund's expenditure budget to utilize the revenue.

Increase donation revenue - Library	152	3670000071		5,000
Increase M&O expenditures - Library	152	5710000494	5,000	

	Department		Code	Rev	Exp	FB
NGA-22	Health Benefits Reserve	Health Benefits Cash Reserves	508A	1,535,580	1,535,580	

This amendment re-balances cash reserves between the HMA Legacy PPO and the HMA CDHP medical plans. Cash reserves are allocated to the two medical plans proportional to their participation.

Increase CDHP Transfer In	508	3970000200		1,535,580
Increase HMA Legacy Transfer Out	508	5170000550	1,535,580	



City Council Agenda Item Cover Sheet

Project title: Resolution from Mayor and City Council Rebuking Kroger's closure of SW Everett Fred Meyer.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 09/17/25
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Resolution

Department(s) involved:

Council

Contact person:

Councilmember Rhyne

Phone number:

Email:

prhyne@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Resolution Rebuking Kroger's Closure of the SW Everett Fred Meyer

Partner/Supplier: N/A

Location: N/A

Preceding action: None

Fund: N/A

Fiscal summary statement:

None.

Project summary statement:

This Resolution responds to Kroger's recent announcement of its intention to close the Fred Meyer store in SW Everett, located in the Casino Road Neighborhood. The closure will result in the loss of jobs and significantly impact food and retail access in Everett's most diverse and economically challenged communities. This Resolution expresses the City Council's solidarity with affected workers and residents, calls on Kroger to reconsider its decision, and urges reinvestment in employees and the neighborhood.

Recommendation (exact action requested of Council):

Adopt a Resolution rebuking Kroger's closure of SW Everett Fred Meyer.

RESOLUTION NO. _____

**Resolution of the Everett Mayor and City Council Rebuking Kroger's Closure of the
Evergreen Way Fred Meyer and Abandonment of the Casino Road Community**

WHEREAS,

- A. Kroger, the parent company of Fred Meyer, has announced the closure of several stores across the Puget Sound Region including the South Everett Fred Meyer store in the Casino Road Neighborhood, impacting hundreds of good union jobs and abandoning one of Everett's most diverse and working-class communities; and
- B. This closure will create a food and retail desert in the Casino Road Neighborhood, depriving thousands of families of nearby, walkable, affordable grocery access and dismantling an essential community anchor in a neighborhood already facing systemic inequities; and
- C. Kroger has publicly blamed rising thefts as the reason for this closure, despite the fact that the City of Everett has invested heavily in the surrounding area at the company's request — including policing, infrastructure, and community resources — which has led to a significant decrease in crime; and
- D. The decision to close disregards collective efforts by workers, residents, and city officials who have stepped up to deliver on commitments of support; and
- E. Kroger has underfunded store operations and cut staffing, forcing workers into unsafe conditions, worsening customer experience, and undermining store stability, instead prioritizing stock buybacks and shareholder dividends; and
- F. Kroger reported record profits of \$2.7 billion in 2024 — nearly 77 percent higher than in 2019 — proving that the decision to shutter South Everett's store is not about financial necessity but about prioritizing record profits over the needs of working families;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Everett Mayor and City Council declare this closure an act of corporate neglect, a betrayal of the community's trust, and a profound setback for working families who deserve stability, food access, and respect; and
2. The Everett Mayor and City Council stand firmly with UFCW 3000 members, their families, and the Casino Road community, and will fight alongside them to demand accountability, fair treatment, and reinvestment; and
3. The Everett Mayor and City Council recognize that thriving businesses and empowered workers are the cornerstone of resilient neighborhoods and a strong local economy. The city remains committed to fostering an environment where both employers and employees can succeed together for the long-term stability of Everett; and
4. The Everett Mayor and City Council call on Kroger to recognize their obligation to the City, community and workers that have supported them for many years, to act decisively and promptly to allow and encourage this property to be repurposed to benefit the community. We call on Kroger to work with City, community and labor leaders and nearby business owners to establish a productive way forward for this site, to be a real partner in the economy of Everett, a city that strongly supports several other Kroger stores; and
5. The Everett Mayor and City Council urge state and federal elected officials, regulators, and community partners to defend food access in working-class neighborhoods, and advance policies that protect workers and communities from destructive business practices.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2025.

Cassie Franklin, Mayor

Don Schwab, Council President

Ben Zarlingo, Council Vice President

Mary Fosse, Councilmember

Paula Rhyne, Councilmember

Elizabeth Vogeli, Councilmember

Scott Bader, Councilmember

Judy Tuohy, Councilmember



PROCLAMATION

WHEREAS, the City of Everett believes in the joyful, transformative power of the human-canine bond and inclusivity of all community members;

And, Canine Companions is a nonprofit organization that enhances the lives of people with disabilities by providing expertly-trained service dogs and ongoing support to ensure quality partnerships, free of charge;

And, Canine Companions created the service dog for people with physical disabilities in 1975, creating a new kind of support for disabled individuals;

And, Canine Companions and their service dogs empower people with disabilities to lead life with greater independence by providing best-in-class training, ongoing follow up services and a deeply committed community of support;

And, in the United States, 70 million adults have some form of disability, but only 16,000 service dogs from accredited training programs exist nationwide, and the need is growing;

And, National Service Dog Month aims to educate our community about the benefits of service dogs and the laws protecting their handlers;

And, the City of Everett continues to work towards becoming an inclusive community in which all community members, and their trained service dogs, are embraced.

NOW, THEREFORE, BE IT RESOLVED, I, Cassie Franklin, Mayor of the City of Everett, do hereby proclaim September to be

“National Service Dog Month”

And encourage all residents to celebrate service dogs and be respectful of the rights to safe access in our community afforded to the adults, children and veterans who lead more independent lives because of service dogs and their assistance.

Signed this 1st day of September 2025.

Mayor Cassie Franklin

Frog Report 09-17-2025
Delivered to the Everett City Council

My name is John....

And it's time ... for the Frog Report

I've been a frog for a long time, over 60 million years,
and way back in frog history they wanted to create a Luxurious Frog Pond
with lily pads, and water fountains, and wonderful things to eat
so our best jumping frogs could jump in front of all the rest of us frogs.

It was an idea created by the Messianic Legislative Bullfrog

Or, as we regular frogs call it - - the MLB.

The MLB told us regular frogs that if we didn't build the most Luxurious
Frog Pond,

the MLB would take our best jumping frogs away and leave us regular frogs
with nothing - - nothing.

We regular frogs couldn't pay for the Luxurious Frog Pond.

So, the MLB changed the design build plan.

The MLB thought it was OK

to take lots of lily pads out....

and take lots of the water fountains out to start....

Because the MLB knew,
they could add more lily pads and water fountains later,
And get the money from us regular frogs, later,
through Messianic Legislative Bullfrog actions ...

and call it...

The Downtown Frog Pond.

But the regular frogs were a lot smarter than the MLB thought.

The regular frogs were very happy and excited to watch the elite frogs jump right up to the MLB.

And the regular frogs also knew that generations and generations of frogs would have to pay for that Luxurious Downtown Frog Pond.

They weren't dumb.

All the Frogs started singing in the streets,

And at hearings,

And during campaigns.

They started singing:

"We got frogs that are green

And frogs that are brown

But we don't want No Frogs Downtown."

My name is John, and that's the Frog report.

John E. Martin
Mountlake Terrace, WA 98043
425-361-2854
jmartinnoj@hotmail.com



EVERETT CITY COUNCIL Public Comment Form

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

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

The following comments are not allowed:

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

You can also submit a comment and attend meetings online at everettwa.gov/city-council. 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: 9/17/25

NAME (required): Linda WarBonnet

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 #: _____

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

Fredmeyer



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DATE: 9/17/2025

NAME (required): Gordon McLaren

CITY (required): Puyallup ZIP (required): 98372

EMAIL (optional): gmclaren@prospectconst.com PHONE (optional): 253 880 6337

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

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: 4

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



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DATE:

9/17/25

NAME (required):

Tricia
Fisher Warren

CITY (required):

Everett

ZIP (required):

98203

EMAIL (optional):

trv

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 #:

9



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



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DATE: 9/17/25

NAME (required): LUIS M BURGANO

CITY (required): EVERETT ZIP (required): 98204

EMAIL (optional): LUISMBS34@gmail 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 #: FRED MEYER CLOSURE #9

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

FRE:



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

DATE: 9/17/2025

NAME (required): JOHN DIMAS

CITY (required): EVERETT ZIP (required): 98204

EMAIL (optional): john.dimas@gmail PHONE (optional): 815-519-6364

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 #: 9

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

