



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, October 8, 2025 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: October 1, 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 \$4,832,328.83 For The Period Ending September 20, 2025 Through September 26, 2025.

Documents:

[RES_CLAIMS PAYABLE 09.26.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,757,772.19 For The Period Ending September 20, 2025.

Documents:

[2025 RESOLUTION FOR PAYROLL PAY PERIOD NO. 20.PDF](#)

(3) Authorize The Mayor To Sign The Professional Services Agreement With Osborn Consulting Inc. For The Fish Passage Barrier Inventory And Assessments Program In The Amount Of \$100,000.

Documents:

[OSBORN CONSULTING INC_FISH PASSAGE BARRIER INVENTORY AND ASSESSMENTS PROGRAM_PSA.PDF](#)

(4) Adopt A Resolution Waiving Public Bidding Requirements And Approving A Multiple-Year Sole Source Purchase Of Refurbishment And Remounting Services From Braun Northwest Inc For Approximately \$400,000 Annually.

Documents:

[RES_2024-168 BRAUN AMBULANCE REBOX.PDF](#)

(5) Adopt A Resolution Declaring A 2006 Ford F-450, J0080, Surplus And Authorizing Its Sale At Public Auction.

Documents:

[RES_J0080 2006 FORD F450.PDF](#)

(6) Adopt The Resolution Waiving Public Bidding Requirements And Approving A Multiple-Year Sole Source For Integrated Technology Systems (ITS) Hardware And Associated Software For Everett Transit's Fixed-Route Fleet From Strategic Mapping, Inc.

Documents:

[RES-2025-066 STRATEGIC MAPPING HARDWARE AND SOFTWARE.PDF](#)

(7) Accept The 20th Street Sewer Rehabilitation Project As Complete And Authorize The Mayor To Sign The Certificate Of Completion.

Documents:

[ALLIED TRENCHLESS_20TH ST SEWER FINAL ACCEPTANCE.PDF](#)

PROPOSED ACTION ITEM & BRIEFING:

(8) CB 2509-53 – 1st Reading – Adopt An Ordinance Amending Ordinance 3957-23 Deleting The Expiration Provision So That The Ordinance Providing For Service Facility Buffer Zones Continue In Effect Until December 31, 2027, And Add New Reporting Requirements. (3rd & Final Reading 10/22/25)

Documents:

[CB 2509-53.PDF](#)

PROPOSED ACTION ITEMS:

(9) CB 2509-50 – 2nd Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "Lift Station #24 Conveyance Improvements" Fund 336, Program 050. (3rd & Final Reading 10/15/25)

Documents:

[CB 2509-50.PDF](#)

(10) CB 2509-51 – 2nd Reading – Adopt An Ordinance Amending Ordinance No. 4010-24 Entitled, "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 To Accumulate All Costs For The Project. (3rd & Final Reading 10/15/25)

Documents:

[CB 2509-51.PDF](#)

(11) CB 2509-52 – 2nd Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "RRFB Pedestrian Safety" Fund 303, Program 134, To Accumulate All

Costs For The Improvement. (3rd & Final Reading 10/15/25)

Documents:

[CB 2509-52.PDF](#)

ACTION ITEM:

(12) CB 2508-49 – 3rd & Final Reading - Adopt An Ordinance Relating To Indigent Defense Standards, Amending EMC 2.108.390.

Documents:

[CB 2509-49.PDF](#)

BRIEFING:

(13) Adopt A Resolution Establishing Prohibited Areas Related To Areas Of Drug Trafficking. (Action On 10/22/25)

Documents:

[RES_FALL 2025 SODA UPDATE.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 September 20, 2025 through September 26, 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	213.93
002	General Funds	401.00
003	Legal	131,444.63
004	Administration	320.90
005	Municipal Court	10,207.85
007	Human Resources	1,580.64
009	Misc Financial Funds	24,174.98
010	Finance	2,781.11
015	Information Technology	864.12
018	Communications, Mktg & Engag	2,403.53
021	Planning & Community Dev	3,907.13
024	Public Works-Engineering	102,200.66
026	Animal Shelter	1,228.98
030	Emergency Management	213.93
031	Police	109,404.82
032	Fire	75,786.99
038	Facilities Maintenance	748.76
TOTAL GENERAL FUND		\$ 467,883.96

Fund	Department	Amount
101	Parks & Recreation	8,328.13
110	Library	18,436.58
112	Municipal Arts	26,859.86
126	MV-Equip. Replacement Re:	841.23
145	Cum Res/ Real Prop Acq.	549.50
146	Property Management	11,889.58
149	Senior Center Reserve	20,833.33
152	Cum Res/Library	577.52
153	Emergency Med Svc	25,512.78
155	Capital Reserve Fund	75,785.69
156	Criminal Justice	19,363.05
162	Capital Projects Reserve	28,291.00
197	CHIP Loan Program	11,178.81
303	Public Works Impr. Projects	2,493,624.78
336	Water & Sewer Sys Improv I	971,023.82
342	City Facilities Const.	44,535.57
354	Parks Capital Const.	40,011.39
401	Public Works-Utilities	227,625.56
425	Public Works-Transit	21,896.51
440	Golf	26,112.99
501	MVD - Trans Services	96,437.24
503	Self-Insurance	109,925.39
508	Health Benefits Reserve	8,397.91
637	Police Pension	2,449.17
638	Fire Pension	7,237.98
661	Claims	66,719.50
TOTAL CLAIMS		4,832,328.83

Councilperson introducing Resolution

Passed and approved this day of , 2025

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of September 20, and checks issued September 26, 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	13,741.46	7,186.02
003	Legal	105,178.51	26,454.57
004	Administration	49,994.70	8,864.38
005	Municipal Court	87,185.15	24,991.94
007	Personnel	55,452.97	15,336.90
010	Finance	113,598.42	31,443.54
015	Information Technology	127,180.09	34,936.22
018	Communications and Marketing	21,361.12	5,888.03
021	Planning & Community Dev	137,441.79	35,937.04
024	Public Works	241,565.76	68,207.02
026	Animal Shelter	62,854.11	19,758.67
030	Emergency Management	8,446.92	2,401.16
031	Police	1,309,758.68	308,041.53
032	Fire	822,398.51	190,359.00
038	Facilities/Maintenance	102,123.67	34,130.08
101	Parks & Recreation	153,150.55	50,651.28
110	Library	113,693.53	34,491.95
112	Community Theatre	9,108.95	2,368.71
120	Street	81,454.40	24,638.18
153	Emergency Medical Services	463,870.02	98,758.68
197	CHIP	8,107.59	1,770.48
198	Community Dev Block	4,110.32	1,132.91
401	Utilities	978,828.44	320,685.80
425	Transit	546,679.63	181,507.49
440	Golf	47,556.50	14,093.62
501	Equip Rental	92,930.40	30,661.85
		<u><u>\$5,757,772.19</u></u>	<u><u>\$1,574,697.05</u></u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: Authorize the Mayor to sign the Professional Services Agreement with Osborn Consulting Inc. for the Fish Passage Barrier Inventory and Assessments Program in the amount of \$100,000.

Council Bill #

Project: Fish Passage Barrier Inventory and Assessments Program

Partner/Supplier: Osborn Consulting Inc.

Location: Citywide

Preceding action: [PSA \(approved on 2/21/2024\)](#)

Fund: Fund 401 – Water & Sewer Utility

Agenda dates requested:

Briefing

Proposed action

Consent 10/08/25

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Professional Service Agreement

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

THood@everettwa.gov

Fiscal summary statement:

The Professional Services Agreement is for a total of \$100,000. This will be sourced from Fund 401 – Water & Sewer Utility. No budget amendments are necessary.

Project summary statement:

The State is required by court injunction to remove state-owned fish passage barriers by 2030. Surface Water Management is conducting a voluntary, preemptive effort to inventory and assess City fish barriers. Work will include developing approaches to evaluating a subset of complex culverts, such as use of hydraulic modeling. The selected consultant specializes in conducting these types of analyses.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Osborn Consulting Inc. for the Fish Passage Barrier Inventory and Assessments Program in the amount of \$100,000.

Initialed by:

RLS

Department head

Administration

Council President



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 to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS	
Service Provider	Laura Ruppert
	Osborn Consulting, Inc.
	1317 Commercial St, Suite 201, Bellingham, WA 98225
	laura@osbornconsulting.com
City Project Manager	Cindy Cullen
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
Brief Summary of Scope of Work	ccullen@everettwa.gov
	Evaluate complex culverts for fish passability
Completion Date	December 31, 2026
Maximum Compensation Amount	\$100,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Melayna Quimby
	509-456-2648
	melayna.quimby@usi.com
State Retirement Systems (must answer both questions)	Does Service Provider have 25 or more employees? Answer: Yes 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? Answer: N/A - Service Provider has 25 or more employees “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). “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.
Willful Wage Violation Certification	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.

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

**CITY OF EVERETT
WASHINGTON**

OSBORN CONSULTING, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Laura Ruppert

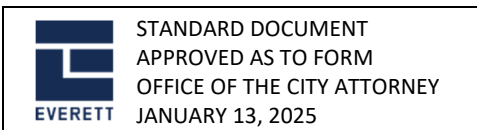
Signer's Email Address: laura@osbornconsulting.com

Title of Signer: Principal & Vice President

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

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 attached as Exhibit A. 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 or in any amendment or task or work order pursuant 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. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. 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 documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
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 Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not

- identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
- 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.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
 - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager 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.**
 - A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
 - C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
 - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
 - F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

- 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/Prevailing Wages.** 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. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW, all wages to

workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

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 thereto 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. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.1.13.25)**

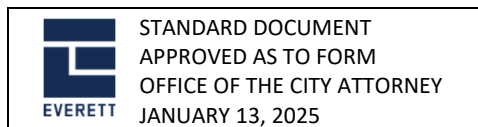


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

EXHIBIT A

SCOPE OF WORK

Project Name:	Fish Passage Barrier Inventory and Assessments Program
Client:	City of Everett
Prime Consultant:	Osborn Consulting Inc.
Contract Number:	

BACKGROUND

In 2023 the City of Everett assessed and characterized their fish passage related assets on fish bearing streams for complexity. They defined “complex” structures as those that cannot be assessed using the standard Level A assessment or Level B analysis protocols from the Washington Department of Fish and Wildlife (WDFW) Fish Passage Inventory, Assessment, and Prioritization Manual (WDFW, 2019b). From this inventory, the City identified 78 sites that were categorized as “complex” in that these sites involve but are not limited to: long culverts, presence of catch basins, multiple connected pipe networks and/or stormwater systems. The majority of these sites although not directly conveying a mainstem stream, are closely connected to a mainstem fish-bearing stream and therefore have potential for fish use.

The City of Everett is contracting Osborn Consulting Inc. (Osborn) to further evaluate these “complex” crossings and assess their fish passage barrier status, according to WDFW’s Fish Passage Inventory, Assessment, and Prioritization Manual where possible. Osborn plans to identify approaches to analyze these complex culverts and evaluate a subset to determine barrier status.

SCOPE OF WORK

Task 1 Project Management

Objective: The objective of this task is to provide project administration including budget and schedule management, maintenance of records and monthly progress reports, and project set-up and close-out. This task also includes internal coordination between the project team members.

Assumptions

- Contracted work will not begin until Osborn receives the City’s written notice to proceed.
- Project duration is 16 months, with the work occurring September 2025 through December 2026.
- There will be one Project Kickoff Meeting between the City and up to two Osborn staff, lasting up to one hour and held over Microsoft Teams.
- There will be monthly coordination meetings between the City, their attendees, and up to two Osborn staff, lasting up to thirty minutes and held over Microsoft Teams.
- There will be up to five hours of additional coordination between the City and Osborn PM.

Deliverables

- Monthly Progress Reports
- Agenda and Minutes for the Project Kickoff Meeting
- Agenda and Minutes for the monthly coordination meetings

Task 2 Desktop Data Review and Complex Culvert Categorization

Objective: The Consultant team will gather and analyze data available from City of Everett as well as publicly available from Washington Department of Fish and Wildlife's (WDFW) Fish Passage inventory. Osborn will use this data in conjunction with the 78 complex unknown barrier status sites to categorize each site based on ease of assessment into three different categories.

Consultant Services

Osborn will cross reference the 78 complex sites against most recent 2025 WDFW Statewide Inventory to determine whether any of the sites have been assessed by WDFW since the completion of the City's previous assessment task. Osborn will place each of the 78 complex sites into one of the following three categories:

1. **Simple:** The site's fish passage barrier assessment can be completed as part of a desktop survey (e.g. sufficient City or WDFW data has become available since the 2023 study), including a brief site visit to photograph the inlet and outlet.
2. **Moderate:** The site's fish passage barrier assessment requires field work as insufficient data is available in City and / or WDFW GIS databases. Field work may include measurement of slope, relative invert elevations using measure-downs, measurement of water surface drop, or measurement of channel cross sections. These sites may require, HY-8, FishXing, or ArcGIS Pro analysis.
3. **Complex:** The site's fish passage barrier assessment requires field work in conjunction with hydraulic modeling exceeding the effort covered under Category 2: Moderate. Hydraulic modeling would be performed using HEC-RAS or XP-SWMM, and field assessment may require wetland proximity and extent measurements or complex topographic survey of sites located in deep ravines.

Assumptions

- The data sources that will be included in the desktop based reconnaissance will be the "Complex Culvert Map Package" GIS data layer provided to the consultant.
- The City will provide as-built data for their assets for sites which require further documentation to aid barrier status assessment, when available.

Deliverables

1. Provide a categorized list of the complexity of each site broken down into categories of assessment difficulty based on the criteria stated above (Simple, Moderate, and Complex).

Task 3 Barrier Assessment

Objective: Osborn will conduct fish passage barrier assessments on sites previously identified as "complex". Osborn will conduct site visits according to the categorized list delivered from Task 2.

Consultant Services

Osborn will perform fish passage barrier assessments according to WDFW's Fish Passage Screening and Inventory protocols. Osborn will perform field visits as needed based on the categorization. Each category of complexity consisting of; "Simple, Moderate, and Complex" will require different needs as described in Task 2. Osborn will perform this task through in-person field visits using the necessary equipment needed and as outlined in WDFW's Fish Passage Screening and Inventory protocols.

Osborn's scope of work includes assessment of up to 25 Simple category sites and up to 25 Moderate category sites. As budget allows, additional sites will be assessed.

Assumptions

- The City will inform Osborn with their preferred method of data collection for barrier assessments, being either paper or digital forms of submittal.
- The City will obtain Right of Entry permission from landowners for crossings that occur on private land.
- High and low fish passage flows will be calculated using regional regression equations.
- The barrier assessment will include up to the 78 complex culvert sites the City has previously identified. Further evaluation of these sites, based on their complexity, may be authorized by the City under Task 4.
- There may be stream crossings which are unable to be accessed and/or have their barrier status properly assessed according to WDFW's protocols due to landowner permission or geographical access.
- Two Osborn staff will perform up to 8 days of field reconnaissance.
- The City will allow Osborn to lift manhole lids in stormwater systems to perform measuredowns for slope or water surface drop measurements.
- If stormwater infrastructure that needs to be assessed as part of the barrier assessment is located within travel lanes, Osborn will coordinate traffic control needs with the City to facilitate performance of this work. If possible, assessment of these sites will be included in the list of data needs provided to the City prior to field work.
- Osborn will perform light brush removal, if needed, to access sites (e.g. brush that can be cleared with loppers). If more substantial clearing is required, Osborn understands assistance may be available from City crews. If possible, sites requiring clearing assistance will be included in the list of data needs provided to the City prior to field work.
- The City will provide consolidated review comments on the Draft Assessment Protocols Memorandum.
- The following "eligible expenses" are identified for this task: mileage and field equipment (to perform clearing and measurements).
- The City plans to form their fish passage barrier statuses according to WDFW's Fish Passage Inventory, Assessment, and Prioritization protocols. Barrier statuses will be categorized accordingly as; 100%, 66%, 33%, and 0% passable according to WDFW's metrics when sites are possible to properly assess.

Deliverables

- Provide a list of data needs to the city prior to initiating field work. City staff may be able to gather measure-downs and other data as need.
- Excel spreadsheets and field data forms with updated fish passage barrier statuses for desired crossings according to WDFW fish barrier assessment protocols.
- Draft and Final Assessment Protocols Memorandum, including daily field logs, in MS Word and PDF format.
- Field documentation forms needed for the City to provide WDFW for the Statewide Fish Passage Inventory

Task 4 Task 4 Unauthorized Additional Services

With prior written approval from the city project manager, additional services may be authorized on a task order basis up to the amount of \$50,000. These services may include tasks such as characterizing culverts remaining to be assessed within the 78 complex sites identified, field work, and conducting hydraulic analyses.

FEE

The estimated total contract amount to complete professional services identified in the scope of work is offered on a time-and-materials basis, not to exceed \$100,000, as shown in the table below.

Task #	Description	Budget
Task 1	Project Management	\$9,300
Task 2	Desktop Data Review and Complex Culvert Categorization	\$11,700
Task 3	Barrier Assessment	\$29,000
Task 4	Unauthorized Additional Services	\$50,000
	Total	\$100,000

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

**SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS
SUBJECT TO THE MAXIMUM COMPENSATION AMOUNT**

- ☒ **HOURLY RATE.** The City shall pay Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Rate
See Attached	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

- ☐ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.

- ☐ **METHOD CONTAINED IN ATTACHED PAGE(S).** The City shall pay Service Provider as set forth in the spreadsheets or other documents attached to this Exhibit B.

OSBORN CONSULTING, INC.

ALL-INCLUSIVE BILLING RATES

Classification	2025 All-Inclusive Rate
Principal Engineer	\$ 310.00
Senior Project Manager / QC	\$ 290.00
Senior Engineer II	\$ 265.00
Senior Engineer I	\$ 245.00
Principal Landscape Architect	\$ 242.00
Senior Landscape Architect	\$ 214.00
Project Engineer II	\$ 213.00
Senior Planner	\$ 212.00
Design Technology Manager	\$ 202.00
Senior Design Technician	\$ 199.00
Project Manager	\$ 205.00
Systems Administrator	\$ 217.00
Project Engineer I	\$ 193.00
Project Landscape Architect II	\$ 174.00
Senior Biologist	\$ 177.00
Engineer IV	\$ 175.00
Senior Project Accountant	\$ 170.00
Technical Editor	\$ 155.00
Design Technician III	\$ 160.00
Engineer III	\$ 162.00
Deputy Project Manager	\$ 152.00
Project Landscape Architect I	\$ 155.00
Senior Administration	\$ 155.00
Engineer II	\$ 137.00
Design Technician II	\$ 147.00
Project Biologist	\$ 132.00
Project Accountant	\$ 146.00
Engineer I	\$ 123.00

Classification	2025 All-Inclusive Rate
Engineering Technician	\$ 121.00
Design Technician I	\$ 118.00
Landscape Designer	\$ 120.00
Administration	\$ 105.00
Intern Designer	\$ 95.00

Reimbursables	
Mileage	Federal Rate
Parking/Tolls	At Cost
Reproductions	At Cost
Shipping/Mailing	At Cost

Annual Rate Adjustments

- Annual Rate adjustments will be limited to one adjustment event per firm, per calendar year.
- Staff may be periodically moved into different classifications to reflect promotions or other role changes.

Project title: Adopt A Resolution Waiving Public Bidding Requirements and Approving A Multiple Year Sole-Source Purchase Of Refurbishment and Remounting Services From Braun Northwest Inc

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/8/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Resolution
Sole Source Document

Department(s) involved:
Procurement & Fire

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425)257-8901

Email:
tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution to Waive Public Bidding Requirements for refurbishment and remounting services from Braun Northwest, Inc.

Partner/Supplier: Braun Northwest Inc.

Location:

Preceding action: None

Fund: 153 Fire

Fiscal summary statement:

Everett Fire requires refurbishment and remounting services for the current North Star Emergency Response ambulance units in service throughout the fleet. Approval of the sole source resolution will enable Everett Fire to upgrade the ambulance units by overhauling their interior and exterior. The anticipated spend is approximately \$400,000 annually.

Project summary statement:

The Emergency response vehicle ambulance units purchased from Braun Northwest are approaching the end of their useful service life. Due to their age and service hours, the ambulance units must be refurbished to extend their service life. The refurbishment service will completely overhaul the interior and exterior box, patient compartment, components, and chassis. Over time, the chassis on the ambulance unit can develop cracks, which can cause unreliability and require significant repairs to maintain operational capability. These repairs become more significant with age, and replacing the older chassis with newer ones becomes more cost-efficient.

As the original equipment manufacturer, Braun Northwest is the only provider able to refurbish and remount the ambulance units. This allows Everett Fire to maintain the lifetime warranty on the modular body, exterior doors, and interior cabinets. Maintaining the lifetime warranty will also help ensure Everett Fire meets the state and federal licensing requirements on all ambulance units.

Recommendation (exact action requested of Council):

Adopt a Resolution waiving public bidding requirements and approving a multiple-year sole source purchase of refurbishment and remounting services from Braun Northwest Inc for approximately \$400,000 annually.



RESOLUTION NO. _____

A RESOLUTION waiving public bidding requirements and approving a multiple-year sole-source purchase of refurbishment and remounting services from Braun Northwest Inc.

WHEREAS,

- A. The City chose Braun Northwest Inc. to complete refurbishment and remounting services on North Star Emergency Response Vehicles throughout Everett Fire; and
- B. Braun Northwest is the only source available to complete the services and maintain the lifetime warranty on the unit's structural and operational integrity; and
- C. As long as Braun Northwest Inc. is the sole provider of refurbishment and remounting services, it is in the City's best interest to approve the sole source purchase for multiple years rather than on an annual basis.

NOW, THEREFORE, BE IT RESOLVED THAT:

There is clearly and legitimately only one source capable of completing refurbishment and remounting services for the Everett Fire fleet of North Star Emergency Response Vehicles; the City hereby waives competitive bidding requirements and authorizes the purchase of refurbishment and remounting services from Braun Equipment, Inc.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2025.

Council President

PROCUREMENT

SOLE SOURCE JUSTIFICATION

Purchases \$10,000 & Above

When filling out a sole source, use this [document](#) as a guide to answer each section.

A sole source is defined as: A purchase that is clearly and legitimately limited to a single source or supply. A. If there is a way to draft the specifications so that more than one respondent will reply, it is not a sole source. B. The use of sole source purchases shall be limited only to specific instances which are totally justified to satisfy compatibility or technical performance needs. All sole source purchases shall follow the City of Everett Standard Procurement Policy & Federal Emergency Contracting Section 9.4.	
I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE PURCHASE.	
Proposed supplier name and address: Braun Northwest Inc. PO Box 1204 Chehalis, WA 98532	Estimated cost of goods or services: Approx \$400,000 per year
Purchase Requisition #: Multiple	Cayenta Supplier # 27809 Or attach Supplier's W-9 Form
This is a sole source purchase because (Check all that apply): ☐ Licensed or patented – supplier has a license or patent that makes them the sole provider. ☐ One-of-a-kind – there is no competitive alternatives available on the market. ☐ Sole Distributor – Supplier is the sole distributor for the region or municipality ☐ Compatibility – must match existing brand or equipment for compatibility. ☐ Replacement part – for a specific brand or existing equipment. ☒ Warranty – sole provider of factory-authorized warranty service. ☐ Unique design – must meet physical design or quality standards. ☐ Public Utility Services – Necessary adjustment of utility facilities ☒ Other - <u>Original Equipment Manufacturer</u> • If the justification for sole source is "Standardization" then additional supporting documentation must be provided. See Brand Name or Standardization Justification Form. • Procurements of items which the City has established a standard of designating a brand name or manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier for the item.	
Describe the proposed goods or services.	Refurbishment and remounting service for the current North Star Emergency Response vehicles built by Braun Northwest, Inc., in service throughout the Everett Fire Fleet. Over time, the chassis on the unit can develop cracks, which can cause unreliability and require significant repairs to maintain operational capability. These repairs become more significant with age, and replacing the older chassis with newer ones becomes more cost-effective. The refurbishment services would provide a complete overhaul of the interior and exterior box, patient compartment, and components, including repainting, replacing lights, installing updated electrical components, and replacing wheels, among other options to upgrade the unit. The remounting services would replace the vehicle chassis upon which the patient compartment box sits.

What are the specific <u>necessary</u> features that this supplier provides that are not available from other suppliers?	The emergency response vehicles and ambulances purchased from Braun Northwest (NW) Inc. are approaching the end of their useful service life. Due to their age and hours of service, the ambulance units need to be refurbished and remounted to extend their service life. Braun NW Inc. is the only provider able to refurbish and remount Braun ambulance boxes, including updating electrical and mechanical components and vehicle chassis, to ensure the fire staff can provide life-saving services to the community.
Discuss how similar goods or services are <u>unable</u> to meet the required objective.	Utilizing any supplier other than Braun NW Inc., the original equipment manufacturer, to complete remounting and refurbishment services will void the lifetime warranty provided on the ambulance units' modular body, exterior doors, and interior cabinets. Everett Fire is required to meet state and federal licensing requirements on all ambulance units. Maintaining the lifetime warranty will help maintain these units' structural and operational integrity to meet the licensing requirements. If the services completed by unauthorized suppliers jeopardized the unit's structural or operational integrity and the vehicle's reliability was unknown, the City would violate the licensing requirement.
Describe your efforts to identify other potential sources.	Fire and Procurement staff conducted research and verified that Braun Northwest is the sole provider of refurbishment and remounting services in our area. The research included reviewing ambulance refurbishment services nationally and discussions with the original equipment manufacturer, Braun Northwest. Additionally, Braun NW Inc. provided a lifetime warranty document and e-mail correspondence stating that no other authorized remount or repair facilities exist for Braun NW Inc. From: Jim Jaques <JimJaques@braunnorthwest.com> Sent: Tuesday, December 3, 2024 7:33 AM To: Theresa Bauccio <TBauccio@everettwa.gov> Cc: Dave DeMarco <DDemarco@everettwa.gov>; Jim Jaques <JimJaques@braunnorthwest.com> Subject: RE: [EXTERNAL] Everett Fire Contract Category 2: Sensitive information Good morning, I hope you had a great holiday weekend! Sorry in the delay getting back to you. There are no other authorized remount repair facilities for Braun. Best Regards, Jim Jaques Sales Representative  Braun Northwest, Inc. Cell: (253) 304-5230 Fax: (360) 748-0256 Tel: (800) 245-6303 <i>A sense of duty to our customers and the public they serve.</i>
List any other facts supporting the use of a non-competitive process.	Refurbishment and remounting of the ambulance units will save upwards of 30% compared to purchasing a new unit.
Is this a one-time procurement? ☒ No* ☐ Yes	*If an on-going sole source procurement is <u>required</u>, include or attach an estimate that shows total annualized expenditure for each year.

PRICE REASONABLENESS (Check all that apply and attach back-up documentation)

I determined that the price is fair and reasonable because:

- ☐ I compared the proposed price to prices I previously paid for the same or similar goods and/or services. See PO # _____ . Specify price: _____
- ☐ I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. **Attach relevant documentation.**
- ☐ I compared the proposed price to rough yardsticks, such as dollars per pound, per horsepower, or other units of measure and did not discover significant inconsistencies that warrant additional pricing inquiry.
- ☒ Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- ☐ The price is set by law or regulations.
- ☐ Market research reveals that same or similar goods or services are available for a similar price.
- ☐ Other: _____
- ☐ Back-up documentation is attached.

Explanation of above-checked justification: Staff conducted online research and spoke to service representatives, and all informed the city of the overall potential cost savings.

STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City of Everett. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

I hereby certify that this justification for sole source procurement is accurate and complete to the best of my knowledge and belief.

Signature (Requestor)

Date

Printed Name: _____

Title: _____

DEPARTMENT DIRECTOR

Based upon the above, I authorize the sole source acquisition of the goods or services specified.

Signature

Date

Printed Name: _____

INFORMATION TECHNOLOGY – For any technology purchases including software

Based upon the above, I authorize the sole source acquisition of the goods or services specified.

N/A

Signature

Date

PROCUREMENT MANAGER

Based upon the above, I authorize the sole source acquisition of the goods or services specified.

Signature

Date

Note: If additional space is required, use additional sheets of paper and submit with this completed form.

9.1 SOLE SOURCE

Sole source procurements are governed by RCW 39.04.280(1)(a). Sole source procurements may be made directly from a sole source supplier without soliciting additional competition if there is clearly and legitimately only one source capable of supplying the commodity that result in only one source.

In the event the commodity is available from only one supplier, a Sole Source Justification Form must be completed and provided to the Procurement Manager.

When a single or annual proposed sole source purchase exceeds the Council authorization limit, the Purchasing Manager must seek the City Council's approval, by resolution, that there is only one source. The resolution will recite the factual basis for the exception from competitive procurement.

Refurbishment Schedule

Everett Fire operates a fleet of nine Braun ambulances, all at various ages. We anticipate a need for refurbishment every other year for the next decade.

Project title: Adopt a Resolution Declaring a 2006 Ford F-450 Truck Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/8/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2006 Ford F-450 Truck (J0080) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: N/A

Location: N/A

Preceding action: N/A

Fund: 401 Utilities

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department Operations Division owns a 2006 Ford F-450 (J0080) and is being surplussed based on its age, maintenance cost, and maintenance cost scoring.

J0080 has approximately 96,410 miles and has an estimated surplus value of \$10,000. It was replaced by a 2024 Isuzu NRR Service Truck (J0194) and is no longer needed.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2006 Ford F-450, J0080, surplus and authorizing its sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2006 Ford F-450 (J0080) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2006 Ford F-450 (J0080), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2006 Ford F-450 (J0080);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title:

Adopt the Resolution Waiving Public Bidding Requirements and Approving A Multiple-Year Sole Source for Integrated Technology Systems (ITS) Hardware and Associated Software for Everett Transit's Fixed-Route Fleet from Strategic Mapping, Inc.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/8/25
Action
Ordinance
Public hearing
Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Resolution
Sole Source Document
Contract Amendment #4

Department(s) involved:

Procurement, Transit &
Information Technology

Contact person:

Theresa Bauccio-Teschlog

Phone number:

425-257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution to waive public bidding requirements

Partner/Supplier: Strategic Mapping, Inc.

Location: N/A

Preceding action: N/A

Fund: 425

Fiscal summary statement:

Everett Transit requires hardware and software upgrades, maintenance, repairs, and replacements used in conjunction with Everett Transit operations from Strategic Mapping, Inc. Approval of the sole source resolution will allow Everett Transit to ensure consistency throughout the fleet and continuity of operations, regional data sharing integration, and reporting functionalities. The anticipated spend is approximately \$350,000 over a 5-year period.

Funds used to purchase the hardware and software are from fund 425, Transit. The annual costs for the software license, maintenance, support, and extended warranty coverage are identified in Contract Amendment #4 and provided here:

Year 1	Year 2	Year 3	Year 4	Year 5
\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00

Subtotal: \$275,000.000

9.9% Tax: \$27,225.00

Total: \$302,225.00

In addition to the above costs for software licenses, maintenance, support, and extended warranty coverage, Everett Transit estimates the costs for upgrades, repairs, or replacements to the hardware to be approximately \$45,000, bringing the request to roughly \$350,000.

City Procurement Policy requires Council authorization of awards greater than \$250,000.

Project summary statement:

Everett Transit's fixed-route fleet is equipped with Integrated Technology Systems (ITS), which provide reliable data on transit ridership, expenses, fares, safety, assets, and other transit system information. The data is compiled and submitted to the National Transit Database. The software and modules provided are necessary to comply with federal reporting and real-time information requirements.

The City went through a Request for Proposal process in 2009 to choose an Integrated Technology System for the buses. Strategic Mapping was awarded the contract to provide the entire program, including the hardware and software. Strategic Mapping is the sole provider of all components and services of the ITS. This sole source request is to purchase upgrades, maintenance, repairs, and replacements to hardware and software that are used in conjunction with Everett Transit operations.

Recommendation (exact action requested of Council):

Adopt the resolution waiving public bidding requirements and approving a multiple-year sole source for Integrated Technology Systems (ITS) hardware and associated software for Everett Transit's fixed-route fleet from Strategic Mapping, Inc.



RESOLUTION NO. _____

A RESOLUTION waiving public bidding requirements and approving a multiple-year sole-source for Integrated Technology Systems (ITS) hardware and associated software from Strategic Mapping, Inc.

WHEREAS,

- A. Everett Transit’s fixed fleet is equipped with Integrated Technology Systems (ITS), which provide reliable data on transit ridership, expenses, fares, safety, assets, and other transit system information; and
- B. Strategic Mapping, Inc. is the only authorized supplier and service provider for the ITS and associated software; and
- C. As long as Strategic Mapping, Inc. is the only authorized provider of the ITS and associated software, it is in the City’s best interest to approve the sole source purchase for multiple years rather than on an annual basis.

NOW, THEREFORE, BE IT RESOLVED THAT:

There is clearly and legitimately only one source capable of supplying Integrated Technology Systems and associated software on the Everett Transit fixed-route fleet. The City hereby waives competitive bidding requirements and authorizes a sole source for hardware and software upgrades, maintenance, repairs, and replacements to components from Strategic Mapping, Inc.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2025.

Council President

PROCUREMENT

SOLE SOURCE JUSTIFICATION

Purchases \$10,000 & Above

When filling out a sole source, use this [document](#) as a guide to answer each section.

A sole source is defined as: A purchase that is clearly and legitimately limited to a single source or supply. A. If there is a way to draft the specifications so that more than one respondent will reply, it is not a sole source. B. The use of sole source purchases shall be limited only to specific instances which are totally justified to satisfy compatibility or technical performance needs. All sole source purchases shall follow the City of Everett Standard Procurement Policy & Federal Emergency Contracting Section 9.4.	
I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE PURCHASE.	
Proposed supplier name and address: Strategic Mapping Inc., 40 Eglinton Ave. E, Unit 500, Toronto, Ontario M4P 3A2	Estimated cost of goods or services: \$350,000 over a 5-year period
Purchase Requisition #:	Cayenta Supplier # 10357 Or attach Supplier's W-9 Form
This is a sole source purchase because (Check all that apply): ☐ Licensed or patented – supplier has a license or patent that makes them the sole provider. ☒ One-of-a-kind – there is no competitive alternatives available on the market. ☒ Sole Distributor – supplier is the sole distributor for the region or municipality. ☒ Compatibility – must match existing brand or equipment for compatibility. ☐ Replacement part – for a specific brand or existing equipment. ☐ Warranty – sole provider of factory authorized warranty service. ☐ Unique design – must meet physical design or quality standards. ☐ Public Utility Services – necessary adjustment of utility facilities ☐ Other • If the justification for sole source is "Standardization" then additional supporting documentation must be provided. See Brand Name or Standardization Justification Form. • Procurements of items which the City has established a standard of designating a brand name or manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier for the item.	
Describe the proposed goods or services.	Hardware and software upgrades, maintenance, repairs, and replacements to components used in conjunction with Everett Transit operations. The sole source includes the following: • Integrated Technology Systems (ITS), which includes on-board units (OBU), automatic vehicle location (AVL), automatic passenger counters (APC), automatic annunciation system (AAS), driver display unit (DDU), audio kits, and additional components associated with installation and functionality. • Software used with the ITS equipment installed on all Everett Transit buses. • Software data export for federal reporting requirements. • Software data export for GTFS static and real-time information. The data export is integrated with the ITS equipment. Strategic Mapping will provide any required installation services.

What are the specific necessary features that this supplier provides that are not available from other suppliers?	The Strategic Mapping ITS went through a federally required validation process with the National Transit Database (NTD) to ensure that it can provide reliable data on transit ridership, expenses, fares, safety, assets, and other transit system information. The data is compiled and submitted to NTD. The software and modules provided are necessary to comply with federal requirements for reporting and providing real-time information. Strategic Mapping is the developer and sole provider of the system and associated software installed on the Everett Transit buses. It is also the sole provider that can upgrade, maintain, repair, and replace the hardware and software.
Discuss how similar goods or services are <u>unable</u> to meet the required objective.	The current ITS equipment installed on Everett Transit buses can only integrate with the Strategic Mapping software. Other potential components that are available would not seamlessly integrate with the software. Everett Transit would be required to obtain new software to utilize the potential components, which would result in significant costs and added staff time. Additionally, the ITS must go through the NTD validation process, which could take up to a year and cause disruptions to transit services.
Describe your efforts to identify other potential sources.	This maintenance for the installed system and associated software provided by Strategic Mapping requires ongoing support. Per the attached letter, any upgrades or maintenance to the hardware and software can only be provided by Strategic Mapping Inc. This applies to any repairs or replacements needed for the hardware.
List any other facts supporting the use of a non-competitive process.	Strategic Mapping was awarded RFP #2009-034 Integrated Transit Technology System. Their equipment and software have been in use since the effective date of the professional services agreement in 2010. The cost to replace the entire system across the fleet would be over a million dollars.
Is this a one-time procurement? ☒ No* ☐ Yes	*If an on-going sole source procurement is <u>required</u>, include or attach an estimate that shows total annualized expenditure for each year.

PRICE REASONABLENESS (Check all that apply and attach back-up documentation)

I determined that the price is fair and reasonable because:

- ☐ I compared the proposed price to prices I previously paid for the same or similar goods and/or services. See PO # . Specify price:
- ☐ I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. **Attach relevant documentation.**
- ☐ I compared the proposed price to rough yardsticks, such as dollars per pound, per horsepower, or other units of measure and did not discover significant inconsistencies that warrant additional pricing inquiry.
- ☐ Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- ☐ The price is set by law or regulations.
- ☐ Market research reveals that same or similar goods or services are available for a similar price.
- ☒ Other: Pricing is from the original contract with Strategic Mapping.
- ☐ Back-up documentation is attached.

Explanation of above-checked justification: Strategic Mapping is the only company that can provide upgrades, maintenance, repairs, and replacements. Any components that need replacement can only be provided by Strategic Mapping. Contract Amendment #4 specifically addresses maintenance fees while we are continuing to use the installed system.

STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City of Everett. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

I hereby certify that this justification for sole source procurement is accurate and complete to the best of my knowledge and belief.	
Signature (Requestor)	Date
Printed Name: Sabina Araya	Title: IT Project Manager - Transit
DEPARTMENT DIRECTOR	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
Signature	Date
Printed Name: <u>Tom Hingson</u>	
INFORMATION TECHNOLOGY – For any technology purchases including software	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
Signature	Date
PROCUREMENT MANAGER	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
Signature	Date

Note: If additional space is required, use additional sheets of paper and submit with this completed form.

9.1 SOLE SOURCE

Sole source procurements are governed by RCW 39.04.280(1)(a). Sole source procurements may be made directly from a sole source supplier without soliciting additional competition if there is clearly and legitimately only one source capable of supplying the commodity that result in only one source.

In the event the commodity is available from only one supplier, a Sole Source Justification Form must be completed and provided to the Procurement Manager.

When a single or annual proposed sole source purchase exceeds the Council authorization limit, the Purchasing Manager must seek the City Council's approval, by resolution, that there is only one source. The resolution will recite the factual basis for the exception from competitive procurement.



Always ahead of the curve

Tuesday September 9, 2025

Jenny Chang
Buyer – Procurement City of Everett
2930 Wetmore Ave. Suite 9E
Everett, WA 98201

RE: City of Everett Agreement

Dear Jenny:

This letter is to confirm that any upgrades or maintenance to the hardware and software can only be provided by Strategic Mapping, and only Strategic Mapping. This letter also applies to any repairs or replacements needed for our hardware.

Should you have any questions or require any additional information, I may be reached by cell phone at (647) 539-4106 or my office (416) 483-7522 ext. 232 or by email at rpinhasov@mapstrat.com.

Yours very truly,

A handwritten signature in black ink, appearing to be "Roni Pinhasov" with a stylized flourish at the end.

Roni Pinhasov
Chief Financial Officer
STRATEGIC MAPPING INC.

CONTRACT AMENDMENT #4

THIS AMENDMENT is made effective this ___ 9th ___ day of ___ September ___ 2025 between:

1. **Strategic Mapping, Inc.** with its place of business at 90 Eglinton Ave East, Suite 601, Toronto, Ontario, M4P 2Y3 (“SMI”); and
2. **City of Everett** with its place of business at 3225 Cedar Street, Everett, Washington, U.S.A. 98201 (“Licensee”).

WHEREAS Strategic Mapping, Inc. and Licensee intend to amend the Strategic Mapping, Inc. Integrated Transit Technology System Agreement made effective January 6, 2010 (the “Agreement”) in order to reflect a 5-year license extension.

NOW THEREFORE Strategic Mapping, Inc. and Licensee agree as follows:

1. **Amendment to Agreement**

(a) The parties agree to the following 5-year software license, maintenance and support extension.

SMI License from September 1, 2025 to August 31, 2025 for up to 49 vehicles	\$ 40,000.00
SMI License from September 1, 2026 to August 31, 2027 for up to 49 vehicles	\$ 40,000.00
SMI License from September 1, 2027 to August 31, 2028 for up to 49 vehicles	\$ 40,000.00
SMI License from September 1, 2028 to August 31, 2029 for up to 49 vehicles	\$ 40,000.00
SMI License from September 1, 2029 to August 31, 2030 for up to 49 vehicles	\$ 40,000.00

(b) The parties agree to the following 5-year Extended Warranty coverage.

SMI Warranty from September 1, 2025 to August 31, 2025 for up to 49 vehicles	\$ 15,000.00
SMI Warranty from September 1, 2026 to August 31, 2027 for up to 49 vehicles	\$ 15,000.00
SMI Warranty from September 1, 2027 to August 31, 2028 for up to 49 vehicles	\$ 15,000.00
SMI Warranty from September 1, 2028 to August 31, 2029 for up to 49 vehicles	\$ 15,000.00
SMI Warranty from September 1, 2029 to August 31, 2030 for up to 49 vehicles	\$ 15,000.00

- This extended warranty will cover parts and labor but will exclude consumable items such as batteries.
- This will not cover physical damage nor abuse.
- Shipping inbound and outbound to be borne by Everett Transit.
- Strategic Mapping will provide 2 hot spares that will be stored at Everett Transit to assist in speeding up the RMA process. These 2 units will be the property of Strategic Mapping and will be labelled accordingly.

(c) The parties agree that Strategic Mapping Inc will provide SMS + IVR services until December 31, 2025 for a fee of \$18,895 which is due upon signing.

(d) Strategic Mapping Inc will include at no additional cost the FTP file and the GTFS feed.

IN WITNESS WHEREOF, the parties have caused this Contract Amendment to be signed by their duly authorized representatives as of the date above.

Strategic Mapping Inc.:

LICENSEE

By: _____

By: _____

Name: Roni Pinhasov

Name: _____

Title: Chief Financial Officer

Title: _____

Project title: Request for Final Acceptance & Certificate of Completion for 20th Street Sewer Rehabilitation Project

Council Bill #

Project: 20th Street Sewer Rehabilitation Project

Partner/Supplier: Allied Trenchless

Agenda dates requested:

Location: 20th Street, Grand to Broadway

Preceding action: Contract Award 7/10/2024

Briefing

Proposed action

Consent 10/8/25

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Certificate of Completion,
Final Closeout Package

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

Fund: Fund 401 – Water & Sewer Utility

Fiscal summary statement:

Original Contract Amount: \$2,169,950.00

+WSST \$214,825.05

Total \$2,384,775.05

Final Contract Voucher Amount \$2,270,377.39

Project summary statement:

This project encompasses the rehabilitation of aging sewer mains, and sewer manholes, along 20th Street, and in multiple locations along of East Marine View Drive.

Approximately 3,200 feet of pipe and 24 manholes will be rehabilitated using trenchless construction methods.

Recommendation (exact action requested of Council):

Accept the 20th Street Sewer Rehabilitation Project as complete and authorize the Mayor to sign the Certificate of Completion.



CERTIFICATE OF COMPLETION

Project:	20th Street Sewer Rehabilitation Project
Contractor:	Allied Trenchless
Work Order Number:	UP 3776

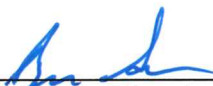
The above-mentioned Project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

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: 8-23-2025

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



August 12, 2025

Mr. Ron Smiley
Allied Plumbing & Pumps LLC DBA Allied Trenchless
2131 N. Wenatchee Ave.
Wenatchee, WA 98801

RE: 20th Street Sewer Rehabilitation Project
Work Order # UP-3776
Final Estimate and Final Contract Voucher: August 12, 2025

Dear Mr. Smiley,

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.

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
everettwa.gov/pw



Final Contract Voucher Certificate

Contractor Allied Plumbing & Pump DBA Allied Trenchless.			
Street Address 2131 N. Wenatchee Ave.			
City Wenatchee	State WA	Zip 98801	Date August 12, 2025
Work Order No. UP-3776			
Project Title 20th Street Sewer Rehabilitation			
Date Work Physically Completed July 11, 2025		Final Amount \$2,270,337.39 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 Wenatchee, WA this 15th day of September, 2025.
(City, State)

Contractor Authorized Signature

Ron Smiley

Printed Name

owner/member

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 9-23-2025

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.



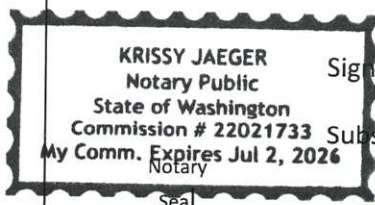
City of Everett
Construction Management

Affidavit of Amounts Paid DBE Participants

Contractor: Allied Plumbing & Pumps LLC DBA Allied Trenchless			Date: 8/12/2025	
Address: 2131 N. Wenatchee Ave.		City: Wenatchee		State: WA
Project Title: 20 th Street Sewer Rehabilitation Project				Zip Code: 98801
Federal Aid Project Number (if Federally Funded)				Project Work Order #: UP3776
Contract Bid Price: \$2,384,775.05			DBE Condition of Award: \$	
DBE Participant Name and Address	Ethnic Code	Contract Type	Bid Item No.(s)	Amount Paid Participants (Including retainage held)
Ethnic Code: B = Black H = Hispanic A = Asian American		Contract Type: S = Subcontractor M = Material Supplier JV = Joint Venture		Total DBE Participation Achieved \$

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

Title

Member

Subscribed and sworn before me this:

15th

day of

Sept., 2025

Krissy Jaeger Notary Public in and for the State of Washington

residing at

Chelan Co

SUBCONTRACTOR TRACKING LOG

PROJECT 20TH ST SEWER REHABILITATION PROJECT
JOB NUMBER WO UP-3776
FEDERAL AID NUMBER NA
STATE FUND NUMBER: NA
CONTRACT BID AMOUNT (excludes WSST) \$2,169,950.00

	PRIME CONTRACTOR: ALLIED TRENCHLESS	602903890						NA	NA	No	NA	NA	NA			1475488	11/1/2024	1439618	7/31/2025
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	Suncoast Environmental NW, Inc.	601-786-496	\$231,813.50	0.107	0.00	0.107		D5M0025999	YES	N/A	N/A	No	No			1524197	5/2/2025	1434117	7/18/2025
	Vendors, Suppliers, Services																		
1																			
TOTAL			\$231,813.50																
CHECKED DATE			9/17/2025																



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

FINAL

Retainage not withheld
per Retainage Bond
7901185562

CONTRACT ESTIMATE VOUCHER
Schedule: A

Date: 7/21/25 CM Check: Don Supala
Date: 7/28/25 PM Review: Mike Cardell

41215 1
Date: 7/21/2025 Recommended By: Keith Alewine
Date: 7-30-2025 PW Director: [Signature]

Contractor: Allied Trenchless
Project: 20th Street Sewer Rehabilitation Project
Estimate: 4
W.O.# 3776
Ends: 7/11/2025

SCHEDULE	ORG. CONTRACT	SALES TAX (9.9%)	ORG. CONTRACT + SALES TAX	TOTAL TO DATE	VARIANCE
A	\$ 2,169,950.00	\$ 214,825.05	\$ 2,384,775.05	\$ 2,270,377.39	\$ (114,397.66)
Total	\$ 2,169,950.00	\$ 214,825.05	\$ 2,384,775.05	\$ 2,270,377.39	\$ (114,397.66)

PERCENT PAID ON CONTRACT 95.20%

TOTAL
LESS RETENTION 0.0%
SALES TAX 9.9%
AMOUNTS PAID
DUE THIS ESTIMATE

TO DATE	PREVIOUS	PRESENT
\$ 2,065,857.50	\$ 2,045,857.50	\$ 20,000.00
\$ -	\$ -	\$ -
\$ 204,519.89	\$ 202,539.89	\$ 1,980.00
\$ 2,270,377.39	\$ 2,248,397.39	\$ 21,980.00
		\$ 21,980.00

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
1	MOBILIZATION/DEMobilIZATION (10%)	LS	\$ 200,000.00	1.00	\$ 200,000.00	1.00	\$ 200,000.00	1.00	\$ 200,000.00	1.00	\$ 200,000.00	0.00	\$ -
2	TEMPORARY EROSION AND SEDIMENT CONTROL (TESC)	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	\$ -
3	PROJECT TEMPORARY TRAFFIC CONTROL	LS	\$ 150,000.00	1.00	\$ 150,000.00	1.00	\$ 150,000.00	1.00	\$ 150,000.00	1.00	\$ 150,000.00	0.00	\$ -
4	TEMPORARY SEWAGE BYPASSING SYSTEM	LS	\$ 800,000.00	1.00	\$ 800,000.00	1.00	\$ 800,000.00	1.00	\$ 800,000.00	1.00	\$ 800,000.00	0.00	\$ -
5	36-INCH CURED-IN-PLACE-PIPE (CIPP) REHABILITATION	LF	\$ 250.00	2,450.00	\$ 612,500.00	2,450.00	\$ 612,500.00	2,452.00	\$ 613,000.00	2,452.00	\$ 613,000.00	0.00	\$ -
6	10-INCH CURED-IN-PLACE-PIPE (CIPP) REHABILITATION	LF	\$ 90.00	470.00	\$ 42,300.00	470.00	\$ 42,300.00	470.00	\$ 42,300.00	470.00	\$ 42,300.00	0.00	\$ -
7	8-INCH CURED-IN-PLACE-PIPE (CIPP) REHABILITATION	LF	\$ 80.00	150.00	\$ 12,000.00	150.00	\$ 12,000.00	150.00	\$ 12,000.00	150.00	\$ 12,000.00	0.00	\$ -
8	24-INCH CURED-IN-PLACE-PIPE (CIPP) REHABILITATION	LF	\$ 150.00	135.00	\$ 20,250.00	135.00	\$ 20,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9	STANDARD 48-INCH CURED-IN-PLACE MANHOLE	VF	\$ 1,025.00	236.00	\$ 241,900.00	236.00	\$ 241,900.00	146.06	\$ 149,711.50	146.06	\$ 149,711.50	0.00	\$ -
10	STANDARD 96-INCH CURED-IN-PLACE MANHOLE	VF	\$ 2,000.00	10.00	\$ 20,000.00	10.00	\$ 20,000.00	19.10	\$ 38,200.00	19.10	\$ 38,200.00	0.00	\$ -
11	FORCE ACCOUNT	FA	\$ 1.00	50,000.00	\$ 50,000.00	50,000.00	\$ 50,000.00	39,646.00	\$ 39,646.00	39,646.00	\$ 39,646.00	0.00	\$ -
12	RECORD DRAWINGS	LS	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	0.00	\$ -	1.00	\$ 20,000.00

Project title: An Ordinance relating to service facility buffer zones codified under chapter 9.54 EMC, amending Ordinance 3957-23

Council Bill #

CB 2509-53

Agenda dates requested:

Briefing 10/08/25

Proposed action 10/15/25

Consent

Action 10/22/25

Ordinance X

Public hearing

Yes ☒ No ☐**Budget amendment:**Yes ☒ No ☐**PowerPoint presentation:**Yes ☒ No ☐**Attachments:**

Ordinance

Department(s) involved:

Legal

Community Development

Contact person:

Lacey Offutt

Julie Willie

Phone number:

(425) 257-8528

(425)257-7120

Email:loffutt@everettwa.gov

JWillie@everettwa.gov

Initialed by:*JW*

Department head

Administration

Council President

Project: Ordinance amending Ordinance [3957-23](#)**Partner/Supplier:** N/A**Location:** Everett, WA**Preceding action:** Adoption of Ordinance 3597-23: [5/3/23](#)**Fund:** N/A**Fiscal summary statement:**

N/A

Project summary statement:

City Council adopted Ordinance 3957-23 on May 3, 2023, creating Service Facility Buffer Zones, codified as Chapter 9.54 EMC. This ordinance included a “sunset clause” that would expire the ordinance on December 31, 2025.

This proposed amendment incorporates a new reporting requirement from City Administration to City Council regarding the status of designated qualifying high-impact locations or designated qualifying service locations, including when new locations are designated.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance 3957-23 deleting the expiration provision so that the Ordinance providing for Service Facility Buffer Zones continue in effect until December 31, 2027, and add new reporting requirements.



ORDINANCE NO. _____

An ORDINANCE Relating to Service Facility Buffer Zones codified under chapter 9.54 EMC, AMENDING Ordinance 3957-23.

WHEREAS,

- A.** In May 2023, the City Council adopted Ordinance 3957-23, which created Service Facility Buffer Zones. This ordinance was codified as chapter 9.54 EMC.
- B.** Section 7 of Ordinance 3957-23 is a “sunset clause.” It states that Ordinance 3957-23 “expires on December 31, 2025.”
- C.** The City Council has determined that it is in the public interest that Ordinance 3957-23 not expire and that its sunset clause should be extended until December 31, 2027.
- D.** Moreover, the public interest is served by establishing a process to update City Council on the status of designated qualifying high-impact location and designated qualifying service locations.
- E.** The City of Everett has the power to provide for the punishment of all practices dangerous to public health or safety, and to make necessary for the preservation of public health, peace, and good order, and to provide for the punishment of all persons charged with violating any City ordinance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 7 of Ordinance 3957-23 states: “This ordinance expires on December 31, 2025.” Ordinance 3957-23 is hereby amended to state: “This ordinance expires on December 31, 2027.” Accordingly, Chapter 9.54 EMC will expire on December 31, 2027. Chapter 9.54 EMC will remain in full force and effect until City Council repeals or otherwise amends it by ordinance.

Section 2. **EMC 9.54 is amended to add the following section as EMC 9.54.060:**

- A.** Whenever the Mayor designates a new designated qualifying high-impact location or designated qualifying service location under EMC 9.54.030, the Mayor or his or her designee shall report such designation to City Council.
- B.** City Administration shall, from time to time, but at least annually, provide a status report to City Council on all designated qualifying high-impact locations and designated qualifying service

locations. The report shall include information on the creation and revocation of designated qualifying high-impact locations and designated qualifying service locations.

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

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

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title: An Ordinance creating a special improvement project entitled "Lift Station #24 Conveyance Improvements" Fund 336, Program 050.

Council Bill # *interoffice use*

CB 2509-50

Agenda dates requested:

1st Reading 10/01/25

Proposed action 10/08/25

Consent

Action 10/15/25

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

thood@everettwa.gov

Initialed by:

TH FOR RLS

Department head

Administration

Council President

Project: Lift Station #24 Conveyance Improvements

Partner/Supplier: N/A

Location: Lift Station #24

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 design and construction of this project is \$2,650,000.

Project summary statement:

The project will install approximately 2,140 LF of new 8-inch sewer along 115th St SE and 116th St SE from Meridian Ave and Silver Way. Side sewer stubs will be installed at each parcel to be served from the main to the Right of Way boundary. Restoration will include trench backfill, pavement patching, and full overlay. Project allows for sanitary sewage to be conveyed to lift station #24 through City of Everett sewer mains, including multiple parcels that are currently on aging septic systems. Design will be completed by in-house staff, with construction planned in summer of 2026.

Council approval of this ordinance will provide funding for the design and construction phases of the project.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "Lift Station #24 Conveyance Improvements" Fund 336, Program 050.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Lift Station #24 Conveyance Improvements” Fund 336, Program 050, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned sewer conveyance infrastructure improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new improvements near the City’s Lift Station #24.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 050, entitled “Lift Station #24 Conveyance Improvements” 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 \$2,650,000 is hereby appropriated to Fund 336, Program 050, “Lift Station #24 Conveyance Improvements” as follows:

A. Estimated Project Design & Construction Costs	\$ 2,650,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$ 2,650,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance Amending Ordinance No. 4010-24 Entitled, "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 to Accumulate All Costs for the Project

Council Bill #

CB 2509-51

Agenda dates requested:**Briefing**1st Reading 10/01/2025

Proposed action 10/08/2025

Consent

Action 10/15/2025

Ordinance**Public hearing**

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Parks and Facilities

Community Development

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Walter E. Hall Park Community Connections Path**Partner/Supplier:** Forma Construction**Location:** 1226 W Casino Rd**Preceding action:** Funding Ordinance [4010-24](#)**Fund:** Fund 354 – Program 094 (CIP-3)**Fiscal summary statement:**

On March 20, 2024, City Council adopted an ordinance to fund design and construction services for the Walter E. Hall Park Community Connections Path in the amount of \$350,000. The amending ordinance will provide additional funding necessary to complete physical construction of the project in the amount of \$173,000. This additional construction funding is needed to widen the pathway to allow for Public Works access. The primary source of funds for the project is the Community Development Block Grant which was increased by an additional \$80,000. The project is also supported by Fund 145 – Street and Alley Vacation Funds in the amount of \$78,000 and by a private grant from the AARP Community Challenge program in the amount of \$15,000. The estimated total cost of the project, including design and construction, is \$523,000.

Project summary statement:

The City of Everett will improve non-vehicular access to Walter E. Hall Park by constructing a multi-use path between the park and 90th St. SW. An architectural & engineering services provider will be contracted to provide design, engineering, permitting, and construction documents for the project.

Approximately 1860 LF of ADA accessible paved pathway will link the right-of-way of 90th Street SW to existing amenities within Walter E. Hall Park. This path reduces the walking distance into Walter E. Hall Park for residents of the Westmont and Holly neighborhoods to the east of the park. The project will also install a raised crosswalk where the path crosses the Walter E. Hall Park driveway, improving pedestrian safety within the park. This project is in alignment with the Mayoral Directive on Climate Action and Sustainability, and with the Parks Recreation and Open Space Plan.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance No. 4010-24 entitled, "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance Amending Ordinance 4010-24 entitled, “Walter E. Hall Park Community Connections Path”, Fund 354, Program 094, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with open recreation spaces.
- C.** The City recognizes the need to improve neighborhood walkability and encourage non-motorized forms of transportation.
- D.** The City Council recognizes Ordinance 4010-24 was established as Fund 354, Program 094 entitled “Walter E. Hall Park Community Connections Path” to accumulate all costs for the project.
- E.** The City Council recognizes the need for additional funding to complete construction of the project.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance No. 4010-24 which reads as follows:

The sum of \$350,000 is hereby appropriated to Fund 354, Program 094, “Walter E. Hall Park Community Connections Path” project.

A. Use of Funds		
Design and Construction Costs		<u>\$350,000</u>
Total		\$350,000
B. Source of Funds		
Community Development Block Grant		<u>\$350,000</u>
Total		\$350,000

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

The sum of \$523,000 is hereby appropriated to Fund 354, Program 094, “Walter E. Hall Park Community Connections Path” as follows:

A. Use of Funds

Design	\$ 89,496
Construction Costs	<u>\$433,504</u>
Total	\$523,000

B. Source of Funds

Community Development Block Grant	\$430,000
Fund 145 – Street and Alley Vacation Funds	\$ 78,000
AARP Community Challenge Grant	<u>\$ 15,000</u>
Total	\$523,000

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

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

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

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

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



Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: Adopt an Ordinance creating a Special Improvement Project entitled “RRFB Pedestrian Safety” Fund 303, Program 134, to accumulate all costs for the improvement.

Council Bill #

CB 2509-52

Agenda dates requested:

Proposed action 10/01/25

Proposed action 10/08/25

Consent

Action 10/15/25

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:

TH FOR RLS

Department head

Administration

Council President

Project: RRFB Pedestrian Safety

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

Location: Sievers-Duecy Blvd and E. Marine View Dr at 10th St and Summit Ave

Preceding action: N/A

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

The City was awarded a Pedestrian & Bicycle Safety program grant utilizing Climate Commitment Act (CCA) funds through WSDOT.

This ordinance will provide funding authorization for the construction phase of the project. The programmed available funding for the project is \$1,310,000 as follows:

CCA Grant	\$1,286,000
Fund 119 – Street Improvements	<u>24,000</u>
Total Funds	\$1,310,000

Project summary statement:

The primary goal of the Rectangular Rapid Flashing Beacon (RRFB) Pedestrian Safety Project is to enhance safety for pedestrians, cyclists, and individuals with disabilities at key arterial crossings.

This project will include the construction and installation of pedestrian safety devices at three locations:

1. Sievers-Duecy Blvd adjacent to the Phil Johnson Ballfields
2. E. Marine View Drive at Summit Ave adjacent to Jackson Ballfields
3. E. Marine View Drive at 10th St adjacent to the senior retirement complex

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “RRFB Pedestrian Safety” Fund 303, Program 134, to accumulate all costs for the improvement.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “RRFB Pedestrian Safety” Fund 303, Program 134, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned pedestrian safety program.
- B.** The City of Everett has identified the need and obtained funds to construct new pedestrian facilities at Sievers-Duecy Boulevard and East Marine View Drive.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 134, entitled “RRFB Pedestrian Safety” 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 \$1,310,000 is hereby appropriated to Fund 303, Program 134, “RRFB Pedestrian Safety” as follows:

A.	Estimated Construction Costs	\$1,310,000
B.	Source of Funds	
	Climate Commitment Act Grant	\$1,286,000
	Fund 119 – Street Improvements	<u>24,000</u>
	Total Funds	\$1,310,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Ordinance relating to Indigent Defense Standards, amending EMC 2.108.390

Council Bill # *interoffice use*

CB 2509-49

Agenda dates requested:

Briefing

Proposed Action 9/24/25

Proposed Action 10/1/25

Consent

Action 10/8/25

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Department(s) involved:

Legal

Contact person:

David Hall

Phone number:

425-257-8624

Email:

dhall@everettwa.gov

Initialed by:

DH

Department head

Administration

Council President

Project: Ordinance relating to Indigent Defense Standards, amending EMC 2.108.390

Partner/Supplier: Indigent Defense in Municipal Court

Location: NA

Preceding action: Ordinance [3429-15](#), 2015

Fund: NA

Fiscal summary statement: NA

Project summary statement:

The City is required by state and federal law to provide legal defense services to indigent persons charged with crimes in the Everett Municipal Court. The City has provided these services through contracted defense attorneys for decades. RCW 10.101.030 requires that the City Council adopt standards for the delivery of public defense services.

The City Council last adopted standards in 2015. Since then, the Washington Supreme Court and the Washington State Bar Association have adopted orders and standards for indigent defense. Some of these standards and order have differing requirements and/or may be inconsistent with each other.

The purpose of the proposed ordinance is to clarify that the City requires compliance to the orders of the Washington Supreme Court. The proposed ordinance also requires compliance with standards of the Washington State Bar Association to the extent those standards are called out in public defense services contract(s).

The proposed ordinance states that public defense services contracts will be approved by City Council, which has been the practice for many years. The ordinance clarifies that indigent defense conflict attorney contracts, which are much smaller contracts, need not be separately approved by City Council.

Recommendation (exact action requested of Council):

Adopt an Ordinance relating to Indigent Defense Standards, amending EMC 2.108.390

ORDINANCE NO. _____

An ORDINANCE relating to Indigent Defense Standards, amending EMC 2.108.390.

WHEREAS,

- A. The City is required by state and federal law to provide legal defense services to indigent persons charged with crimes in the Everett Municipal Court.
- B. The City has provided these services through contracted defense attorneys for decades. This is at great expense to City taxpayers.
- C. RCW 10.101.030 states the following regarding public indigent defense services, requiring the adoption of standards for the delivery of public defense services:

Each county or city under this chapter shall adopt standards for the delivery of public defense services The standards endorsed by the Washington state bar association for the provision of public defense services should serve as guidelines to local legislative authorities in adopting standards.

- D. The City Council last adopted standards in 2015. Since then, the Washington Supreme Court and the Washington State Bar Association have adopted orders and standards for indigent defense. Some of these standards and order have differing requirements and/or may be inconsistent with each other.
- E. The purpose of this ordinance is to clarify that the City requires compliance to the orders of the Washington Supreme Court. This City will also require compliance with standards of the Washington State Bar Association to the extent those standards are called out in public defense services contract(s).
- F. This ordinance does not limit the City's ability to request that the Washington Supreme Court or Washington state bar association to reconsider/amend orders and standards or to take other legal action to achieve uniform and reasonable indigent defense standards.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 2.108.390 is hereby amended as follows, with underlined text added and strikethrough text deleted:

2.108.390 Standards.

Indigent defense services shall be in accordance with the following standards:

A. Indigent defense services shall be provided by attorneys under contract with the City.

1. An indigent defense contract shall contain provisions and standards for compensation of counsel, duties and responsibilities of counsel, case load limits and types of cases, responsibility for expert witness fees and other costs associated with representation, administrative expenses, support services, reports of attorney activity and vouchers, training, supervision, monitoring and evaluation of attorneys, substitution of attorneys or assignment of contracts, limitations on private practice of contract

attorneys, qualifications of attorneys, disposition of client complaints, cause for termination of contract or removal of attorney, and nondiscrimination.

2. An indigent defense contract shall be approved by the City Council. Approval of such a contract will be approval and adoption of the standards contained therein. An indigent defense conflict attorney contract need not be approved by City Council if such a contract contains provisions and standards substantially similar to public defense contract(s) previously approved by the City Council.

B. Indigent defense services shall be provided to all clients in a professional, skilled manner consistent with the orders of Washington Supreme Court, as such orders may be hereafter amended. standards set forth by the Washington State Bar Association and Standards for Indigent Defense Services (June 3, 2011), as such standards may be hereafter amended.

C. Indigent defense services shall be provided in accordance with the Washington State Rules of Professional Conduct, as such rules may be hereafter amended.

D. Indigent defense services shall be provided in accordance with the standards established by the Washington State Bar Association, as such standards may be hereafter amended, but only to the extent that such standards are stated specifically in the indigent defense services contract between the City and the person providing the indigent defense services. The decision of the honorable Robert S. Lasnik, Western District of Washington, in Wilbur et al. v. Mt. Vernon et al., Case No. 2:11-cv-01100.

E. All providers of indigent defense services shall comply with all federal, state and local nondiscrimination laws or ordinances in the provision of services to indigent defendants as well as with respect to the hiring and employment practices of their employees.

F. City staff shall propose revisions to the above standards as needed to city council.

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.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: A Resolution establishing Prohibited Areas related to areas of drug trafficking

Council Bill #

Agenda dates requested:

Briefing 10/08/25

Consent

Action 10/22/25

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

x Yes No

Attachments:

Resolution

Department(s) involved:

Legal

Contact person:

Lacey Offutt

Phone number:

425-257-8528

Email:

loffutt@everettwa.gov

Initialed by:

DH

Department head

Administration

Council President

Project: A Resolution establishing Prohibited Areas related to areas of drug trafficking.

Partner/Supplier: N/A

Location: Everett, WA

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

N/A

Project summary statement:

Chapter 10.13 EMC of the Everett Municipal Code requires that the Stay Out of Drug Area (SODA) geographic areas be updated at least every two years. The Everett Police Department has requested an update to the geographic areas based on drug crime data, including narcotics related crimes, as outlined in the Declaration of Sergeant Nathan Wallace.

Recommendation (exact action requested of Council):

Adopt a Resolution establishing Prohibited Areas related to areas of drug trafficking.



RESOLUTION NO. _____

A RESOLUTION establishing Prohibited Areas related to areas of drug trafficking.

WHEREAS,

1. On December 19, 2007, the Council enacted Ordinances related to Violations of Court Orders; and
2. Ordinance No. 3048-07 §4, 2007 (EMC 10.13.040) requires that Stay Out of Drug Areas (“SODA”) orders set forth Prohibited Areas that have been established by a resolution of the City Council, at a minimum update of every two years; and
3. Due to the evolving nature of open-air drug markets, the areas must be updated every two years to account for areas of the City that become or cease to be areas of drug trafficking; and
4. The Ordinances require that the establishment of the Prohibited Areas be supported by information from the Police Department in the form of one or more declarations and/or sworn testimony; and
5. The City Council has reviewed the Declaration of Sergeant Nathan Wallace, and/or has heard other sworn testimony;

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

The City Council adopts the attached recommendations for Prohibited Areas related to areas of drug trafficking.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2025.

Council President

Stay Out of Drug Areas

Declaration of Sergeant Nathan Wallace

September 2025

I, Nathan Wallace, certify or declare under the penalty of perjury under the laws of the State of Washington that the following is true and correct:

I am a Sergeant with the Everett Police Department. My current assignment is Sergeant of the Community Response Team (CRT). CRT focuses on problem locations in the city with the goal of reducing crime, including narcotics related crimes, proactively.

I have been a commissioned police officer since 2007. In my time with the Everett Police Department I have been involved in uniform and undercover proactive narcotics investigations. I have spent my career working patrol and spent roughly three years working in CRT as a Sgt. I have been a Master Police Officer responsible for training new officers and was promoted to Sergeant in May of 2021.

I have made or been involved in hundreds of narcotics arrests in the City of Everett, including Stay out of Drug Areas ("SODA") Order violations. I have attended numerous hours of training related to narcotics investigations.

I was tasked with evaluating the areas south of downtown Everett (Pacific AVE – 35th ST) for an additional SODA zone recommendation.

In preparing this document, I consulted with the Everett Police Department Crime Analysis Unit evaluate the drug arrest and complaints of drug activity for a two-year time frame (Sept. 2023 – Sept. 2025). Included with this declaration is a PowerPoint presentation they prepared which includes maps that display drug related incidents, arrests and narcotic overdose data for the areas of Pacific AVE south to 36th ST and two blocks east or west of Colby Ave.

Based upon the experience of myself, other CRT officers, and the referenced crime data, it is my recommendation that the following area be added to the existing SODA boundaries.

The entire area on Colby Avenue extending from Pacific Avenue to the 3600 block, and two blocks east and west of this area of Colby Avenue.

With this inclusion, I am recommending on behalf of the Everett Police Department to the Everett City Council the following complete list of Stay Out of Drug Areas ("SODA"):

1. The entire area extending from the 1000 block to the 4100 block of Broadway, and two blocks east and west of this area of Broadway; and
2. The entire area on Evergreen Way extending from the 4700 block to the south city limits, and two blocks east and west of this area of Evergreen Way; and
3. The entire area on West Casino Road extending from the Evergreen Way to Airport Rd, and two blocks north and south of this area of West Casino Road; and
4. The entire area extending from the 1000 block to the 3200 block of Hewitt Ave, and two blocks north and south of this area of Hewitt Ave; and
5. The entire area extending from the 3100 block to the 3900 block of Smith Ave, and two blocks east and west of this area of Smith Ave.
6. The entire area extending from the 4000 block through 4700 block of Rucker Avenue, and two blocks east and west of this area of Rucker Avenue.
7. The entire area contained within Everett Avenue to 23rd Street on the south and north, and Broadway to Hoyt on the east and west (which includes Clark Park and the Everett High School campus; and
8. The entire area of Everett Mall Way from Evergreen Way to SR-526, and two blocks north and south of Everett Mall Way.
9. The entire area that makes up Senator Henry M. Jackson Park contained within 18th street to 16th street on the south and north, and Walnut Street and East Marine View Drive on the east and west, excluding any area within those boundaries that are not City of Everett Park Property.
10. The entire area extending from the 1000 block of North Broadway Ave to the intersection of Marine View Drive, and two blocks east and west of this area of Broadway Avenue, and one block north of Marine View Drive.
11. The entire area on Colby Avenue extending from Pacific Avenue to the 3600 block, and two blocks east and west of this area of Colby Avenue.

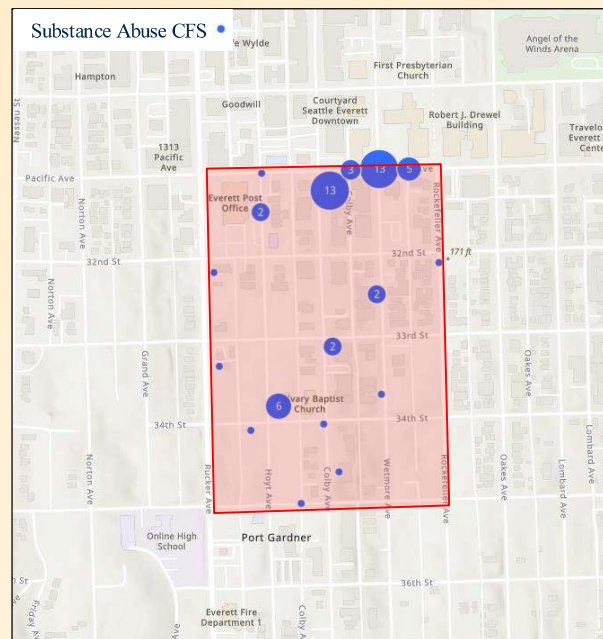
These areas are known to me from my experience, training, data produced above and interaction with law enforcement officers, neighbors and business people to be areas where narcotics activity presently justifies designation as SODAs. These areas include the listed streets and the immediately adjoining sidewalks and alleys.

Dated this 30th day of September, 2025 at Everett, Washington


Sgt. Nathan Wallace

Substance Abuse CFS

Pacific Ave to 36th St & Rucker Ave to Rockefeller Ave

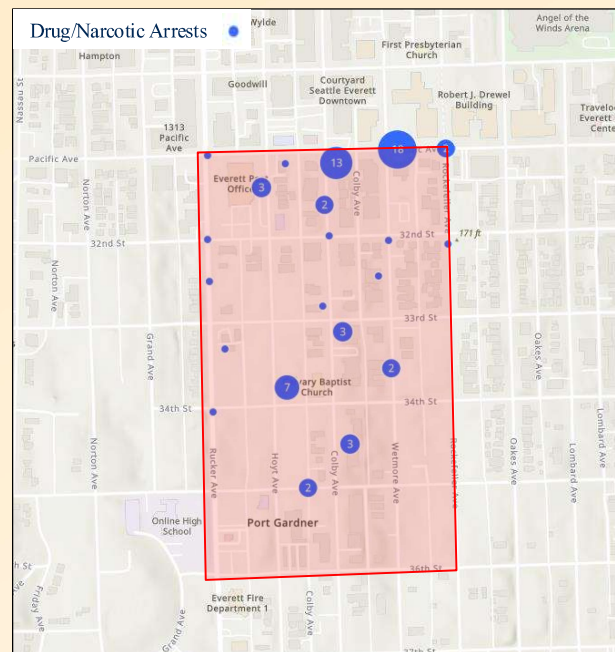


Between 9/22/23 and 9/22/25, there were 55 substance abuse calls for service in this area of the downtown corridor.



Drug/Narcotic Arrests

Pacific Ave to 36th St & Rucker Ave to Rockefeller Ave



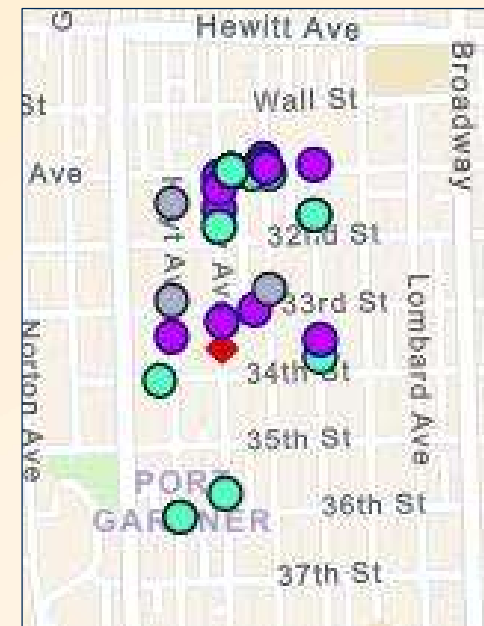
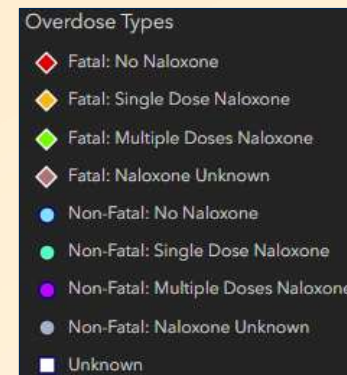
Between 9/22/23 and 9/22/25, there were 66 drug/narcotic (35A) arrests in this area.



Overdoses

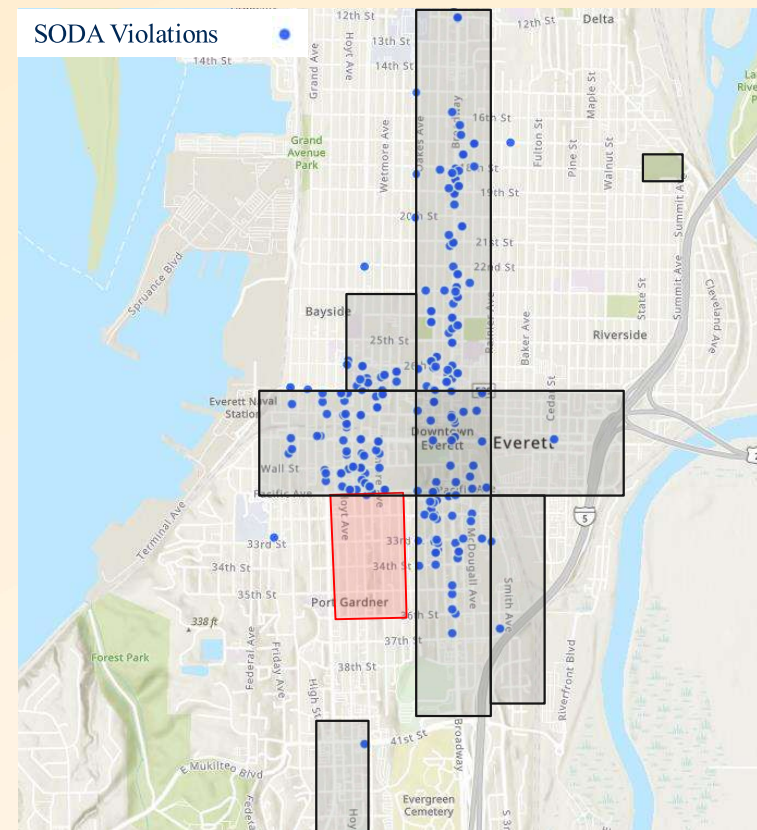
- Between 9/22/23 and 9/22/25, there were 37 suspected overdoses.
- Two overdoses were fatal.
- Thirty-two overdoses involved the use of Naloxone.

Pacific Ave to 36th St & two blocks East/West



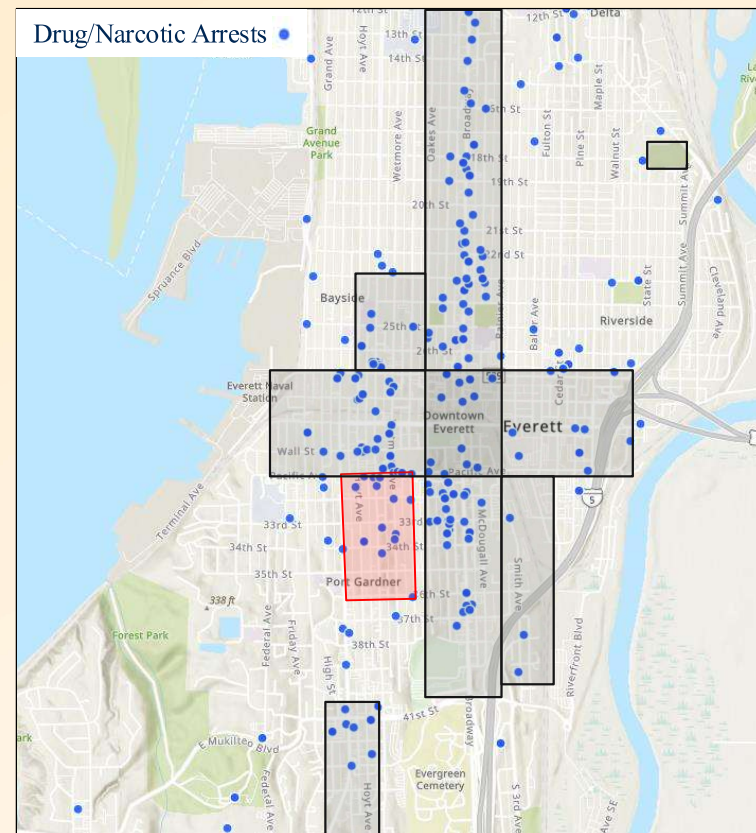
SODA Violations

- Between 9/22/23 and 9/22/25, there were 674 SODA-related arrests.
- Most of the arrests in North Everett were made along Broadway and west of Wetmore Ave.



Proposed SODA Amendment

- This new SODA zone will encompass Pacific Ave to 36th St & two blocks East/West of Colby Ave.



From: Liz Stenning <liz.stenning@downtowneverettwa.org>
Sent: Monday, October 6, 2025 1:01 PM
To: DL-Council
Cc: Cassie Franklin; Angela Ely
Subject: [EXTERNAL] Buffer Zone Ordinance Support CB 2509-53

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.

Dear Everett City Councilmembers,

I am writing in advance of the 10/8 City Council meeting. On behalf of the Downtown Everett Association, I urge your continued support for extending the Buffer Zone ordinance. A thriving downtown is vital to the health and prosperity of our city, and the buffer zone has proven to be an effective tool in fostering a safe, welcoming, and vibrant environment.

Since its implementation, we've seen meaningful improvements. Our downtown field crews report fewer incidents of trash and biohazards in high-impact areas, and spaces like the Everpark Garage and the breezeway to Colby Avenue have become noticeably more inviting and secure. The area surrounding the Imagine Children's Museum, in particular, has benefited from reduced negative disruptions making it a safer space for families and children.

We appreciate the City's approach in pairing enforcement with outreach. The ongoing communication between law enforcement and social workers has made a difference—not only in supporting our businesses and neighbors, but also in connecting vulnerable individuals with the services they need. Our regular conversations with EPD and community development staff highlight the positive, respectful interactions that help build trust and guide people toward stability.

Additionally, the ordinance's requirement for a Right of Way Use permit has helped reduce unintended consequences from food and supply events, such as litter and loitering, while still allowing for meaningful support to those in need.

Thank you for your leadership and commitment to the well-being of our downtown community. We look forward to continuing our partnership in making Everett a place where everyone feels safe, supported, and proud to belong.

Sincerely,

Liz Stenning
Executive Director
Downtown Everett Association
desk: 425-367-0355



To advance a vibrant and thriving downtown

From: Deanna Valento <deannav@norco-inc.com>
Sent: Monday, October 6, 2025 2:27 PM
To: DL-Council
Subject: [EXTERNAL] BUFFER ZONE

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.

EMAIL TEMPLATE

Dear Everett City Councilmembers,

I am writing to express support for CB 2509-53, extending the buffer zone ordinance before it expires this year.

As a downtown **Business owner of Norco Medical**, I've seen significant improvements downtown with increased cleanliness, foot traffic, and an overall positive environment. The buffer zones have helped with this momentum and continue to be an important way to increase the vibrancy and well-being of our community.

Our patients have expressed much improvement. Safety is a high priority and it is important that my staff and patients feel safe entering the building.

We must support our business community, residents, and vulnerable population. Establishing buffer zones supports community members living and working near these locations and creates a safe environment for those receiving assistance.

Thank you for your attention to these matters. I urge you to vote in favor of Council Bill 2509-53



Deanna Valento-Stemm

Branch Manager | Employee Owner

Norco Inc.

p: 425-949-4552

a: 3030 Hoyt Ave, Everett, WA 98201

w: www.norco-inc.com e: deannav@norco-inc.com

From: Tom Hoban <TomHoban@hobanfamilyoffice.com>
Sent: Tuesday, October 7, 2025 6:05 AM
To: DL-Council
Subject: [EXTERNAL] Downtown Everett Buffer Zones

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.

Dear Everett City Council,

As a property owner and business operating at the NE corner of Hewitt & Rucker, I am an enthusiastic supporter of CB 2509-53, extending the buffer zone ordinance before it expires this year.

This ordinance has been critical to maintaining cleanliness, foot traffic, and an overall positive environment. Because most of the parking in Downtown Everett isn't under the office buildings where people work, many people who work downtown must typically walk from their parking to work. We are a good example of that, with a parking lot we own half a block away and two we lease off the Hoyt alley and across Rucker Avenue. For half of the year, our staff walk to and from work in the dark mornings and evenings. More than 80% are female and if they request we will escort them for their safety. Some have never returned back to work (they work remote) since the pandemic, but most have - aided considerably by our office recently being included in the buffer zone due to our proximity to Imagine Children's Museum.

We are pragmatists and problem solvers. Very often we deal with threatening people with compassion and a helping hand. It is our view that it is not government's job to solve the drug problem that leads to the challenges our staff face on its own. It is a true partnership. This approach, while unique, brings us all kinds of great stories of acting on our faith/values, recovery stories for broken homeless folk and more. But we cannot do it alone. We need the pathways in Downtown from parking areas to and from our office to be safe to protect our staff. Mayor Franklin, her staff (esp Scott Pattison) and council's support for this ordinance have been extraordinarily helpful.

We will continue to do our part. I urge you to vote in favor of Council Bill 2509-53 to keep the partnership in tact.

Best,

Tom Hoban | Chairman & Co-founder

Hoban Family Office

[2829 Rucker Ave, Everett, WA 98201](https://www.hobanfamilyoffice.com)

www.hobanfamilyoffice.com

o [425.339.3638](tel:425.339.3638) d[425.551.0802](tel:425.551.0802) | [LinkedIn](#)

tomhoban@hobanfamilyoffice.com

Our Values: Do the right thing | Others-centered | Get it Done

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Sent from my iPad

From: Cindy Kyle <cindy.k@milltowncu.org>
Sent: Tuesday, October 7, 2025 2:21 PM
To: DL-Council; Cassie Franklin
Cc: Angela Ely
Subject: [EXTERNAL] Bill 2509-53
Attachments: Everett City Council-Bill 2509-53.docx

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.

Hello,
Please see the attached regarding Bill 2509-53.

Thank you

Cindy Kyle, CCUE-WCMS

President/CEO

 cindy.k@milltowncu.org

 425-252-5139  425-259-1361

 milltowncu.org

 3102 Broadway • Everett, WA 98201



FOR THE *Makers*, THE *Dreamers*, THE *Doers*.

Mill Town Credit Union...Since 1939

We are the keepers of old stories and new beginnings.

We are the reflection of the land and its people-a place where the weight of history meets the quite strength of resilience.

Inspired by the hands that shaped our city from a blue-collar mill town to a vibrant cultural hub that our city is becoming.

We are the makers, dreamers, and doers. For our members, we are everlasting, ever forward.



Dear Everett City Councilmembers,

I am writing to express support for CB 2509-53, extending the buffer zone ordinance before it expires this year.

As a downtown business I've seen significant improvements downtown with increased cleanliness, foot traffic, and an overall positive environment. The buffer zones have helped with this momentum and continue to be an important way to increase the vibrancy and well-being of our community.

Our members have expressed they feel safer coming into our credit union.

We must support our business community, residents, and vulnerable population. Establishing buffer zones supports community members living and working near these locations and creates a safe environment for those receiving assistance.

Thank you for your attention to these matters. I urge you to vote in favor of Council Bill 2509-53.

Thank you

A handwritten signature in black ink that reads "Cindy Kyle".

Cindy Kyle, CEO

Mill Town Credit Union

Everett, Washington

From: Alvaro Guillen <alvaro@cf-sc.org>
Sent: Wednesday, October 8, 2025 10:47 AM
To: Cassie Franklin; Scott Bader; Judy Tuohy; Mary Fosse; Paula Rhyne; Donald Schwab; Elizabeth Vogeli; Ben Zarlingo; DL-Council
Subject: [EXTERNAL] Re: Buffer Zone

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.

Dear Mayor Franklin and City Council,

I am writing to you today on behalf of the Casino Road neighborhood and our organization, Connect Casino Road to request extending the existing buffer zone around the Fred Meyer retail location on our street.

We believe this proactive measure is crucial for building upon recent public safety gains (Crime Analysis Report Fred Meyer -8530 Evergreen Way Jan 2020-July 2025) and fostering a safer, more vibrant community for all residents.

I want to acknowledge that when buffer zones were first proposed and implemented in Everett, there was some skepticism and opposition within our community. Many of us were concerned about the potential for over-policing, the displacement of individuals in need of services, and the perceived criminalization of simply existing in public spaces. However, the data and our lived experiences at our community center have prompted a reassessment. We have observed a notable and welcome decrease in overt illegal activity, particularly in the vicinity of our community center. This area has become more tranquil and accessible to families and children.

Thank you for your commitment to the safety of all Everett neighborhoods. We urge you to act on this request and work with us to make the Casino Road community a safer place to live, work, and thrive.

Sincerely,
Alvaro Guillen



Alvaro Guillen
*Director, Connect Casino Road
Community Foundation of Snohomish
County*
Phone : (425) 610-3856



[Check out CCR's new impact report!](#)