



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, November 19, 2025 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: November 12, 2025

Mayor's Comments

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$5,803,197.64 For The Period Ending October 25, 2025, Through October 31, 2025.

Documents:

[RES_CLAIMS PAYABLE 11.07.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,661,995.74 For The Period Ending November 1, 2025.

Documents:

[2025 RESOLUTION FOR PAYROLL PAY PERIOD 23.PDF](#)

(3) Award The Contract For The Port Gardner Storage Facility – Facility Construction Package To Absher/Stellar J Joint Venture In The Amount Of \$104,860,670.13.

Documents:

[ABSHER STELLAR J JOINT VENTURE_PGSF FACILITY CONSTRUCTION PACKAGE_AWARD.PDF](#)

(4) Authorize The Mayor To Sign Amendment No. 1 To The Professional Service Agreement With Jacobs Engineering Group Inc. For The WFP High-Rate Filter Pilot Study To Extend The Contract Completion Date.

Documents:

[JACOBS ENGINEERING GROUP INC_WFP HIGH-RATE PILOT STUDY_AMEND NO. 1.PDF](#)

(5) Authorize The Mayor To Sign The Washington State Department Of Transportation 2025-2027 Paratransit Grant Agreement (PTD1018).

Documents:

[PTD1018 WSDOT PARATRANSIT GRANT AGREEMENT.PDF](#)

(6) Authorize The Mayor To Sign The Interlocal Agreement For Animal Shelter Services With Snohomish County, In Substantially The Form Provided.

Documents:

[SNOHOMISH COUNTY_ILA_ANIMAL SERVICES.PDF](#)

(7) Approve The Mayor's Acceptance Of A Donation From SpotOn Gives Totaling \$20,000, Into The Fund For The Animals.

Documents:

[SPOTON DONATION.PDF](#)

(8) Authorize The Mayor To Sign The 2026 Washington Department Of Fish And Wildlife Law Enforcement Services Contract.

Documents:

[WASHINGTON STATE DEPT OF FISH AND WILDLIFE_LAW ENFORCEMENT SERVICE LAKE CHAPLAIN_CONTRACT.PDF](#)

(9) Authorize The Mayor To Sign The PSA With Consor North America, Inc. In The Amount Of \$184,196.

Documents:

[CONSOR INC_CIP TOOL DEPLOYMENT AND ON-CALL SUPPORT_PSA.PDF](#)

PUBLIC HEARING & ACTION ITEMS:

(10) CB 2510-59 – 3rd & Final Reading – Adopt An Ordinance Levying The EMS Property Taxes For The City Of Everett For Fiscal Year Commencing January 1, 2026, On All Taxable Property, Both Real And Personal, Subject To Taxation Thereon.

Documents:

[CB 2510-59.PDF](#)

(11) CB 2510-61 – 3rd & Final Reading – Adopt An Ordinance Levying The Regular Property Taxes For The City Of Everett For Fiscal Year Commencing January 1, 2026, On All Taxable Property, Both Real And Personal, Subject To Taxation Thereon.

Documents:

[CB 2510-61.PDF](#)

(12) CB 2510-60 – 3rd & Final Reading – Adopt An Ordinance Appropriating The Budget For The City Of Everett For The Year 2026 In The Amount Of \$943,828,973.

Documents:

[CB 2510-60.PDF](#)

PUBLIC HEARING & PROPOSED ACTION ITEM:

(13) CB 2511-66 – 1st Reading - Adopt An Ordinance Renewing And Expanding The Downtown Everett Business Improvement Area For The 2026–2030 Term. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-66.PDF](#)

PROPOSED ACTION ITEMS:

(14) CB 2510-63 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Evergreen Way Drainage Improvements" Fund 336, Program 051. (3rd & Final Reading 12/3/25)

Documents:

[CB 2511-63.PDF](#)

(15) CB 2511-64 -1st Reading - Adopt An Ordinance Vacating The Remaining Alleys In The Block Bounded By Rockefeller Avenue On The West, Oakes Avenue On The East, Pacific Avenue On The North, And 32nd Street On The South. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-64.PDF](#)

(16) CB 2511-65 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Animal Shelter Fire Sprinkler Main Distribution Repair", Fund 342, Program 046, To Accumulate All Costs For The Project. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-65.PDF](#)

(17) CB 2511-67 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "20th St CIPP Sewer Lining" Fund 336, Program 038, As Established By Ordinance No. 4016-24. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-67.PDF](#)

(18) CB 2511-68 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "3rd Avenue WQ Treatment" Fund 336, Program 029, As Established By Ordinance No. 3876-22. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-68.PDF](#)

(19) CB 2511-69 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Beverly Lake WQ Retrofit" Fund 336, Program 040, As Established By Ordinance No. 3966-23. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-69.PDF](#)

(20) CB 2511-70 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Evergreen Pump Station Upgrades" Fund 336, Program 007, As Established By Ordinance No. 3850-21. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-70.PDF](#)

(21) CB 2511-71 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Fund 145 Non-Motorized Improvements" Fund 303, Program 118, As Established By Ordinance No. 3739-20. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-71.PDF](#)

(22) CB 2511-72 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Water Filtration Plant Emergency Generator Replacement" Fund 336, Program 006, As Established By Ordinance No. 3730-20. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-72.PDF](#)

(23) CB 2511-73 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Water Main Replacement Y" Fund 336, Program 035, As Established By Ordinance No. 3928-23. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-73.PDF](#)

(24) CB 2511-74 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Wiggums Hollow Playground Repair", Fund 354, Program 108, To Accumulate Project Costs In The Amount Of \$500,000. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-74.PDF](#)

(25) CB 2511-75 – 1st Reading - Adopt An Ordinance Closing Special Improvement Project Entitled "100th Street SW Improvements" Fund 303, Program 120, As Established By Ordinance No. 3761-20. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-75.PDF](#)

(26) CB 2511-76 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "2023 Federal Pavement Maintenance Overlay" Fund 303, Program 127, As Established By Ordinance No. 3893-22. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-76.PDF](#)

(27) CB 2511-77 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "California Street Pedestrian & Bicycle Corridor" Fund 303, Program 119, As Established By Ordinance No. 3738-20. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-77.PDF](#)

(28) CB 2511-78 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Casino Road & 5th Avenue W. Pedestrian Safety Improvements" Fund 303, Program 117, As Established By Ordinance No. 3718-19. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-78.PDF](#)

(29) CB 2511-79 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Citywide Innovative Safety Fund 303, Program 111, As Established By Ordinance No. 3590-18. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-79.PDF](#)

(30) CB 2511-80 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Citywide Safety Flashing Yellow Arrow Improvements Fund 303, Program 116, As Established By Ordinance No. 3701-19. (3rd & Final Reading 12/10/25)

Documents:

[CB 2511-80.PDF](#)

BRIEFING & PROPOSED ACTION ITEM:

ACTION ITEM:

(32) CB 2510-62 – 3rd & Final Reading - Adopt An Ordinance Relating To Business And Occupation Tax, Adopting The New Revisions To The Model B&O Tax Ordinance Incorporating SB 5814 Changes Relating To Retail Sales And Amending EMC 3.24.030.

Documents:

[CB 2510-62.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.

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 checks against the City of Everett for the period October 25, 2025 through October 31, 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	300.00
002	General Funds	(13,356.66)
003	Legal	12,651.20
004	Administration	6,250.00
005	Municipal Court	5,342.70
009	Misc Financial Funds	232,652.09
010	Finance	19.40
024	Public Works-Engineering	60,040.49
026	Animal Shelter	1,868.62
030	Emergency Management	84.33
031	Police	17,642.48
032	Fire	1,823.96
038	Facilities Maintenance	63.74
TOTAL GENERAL FUND	\$	325,382.35

Fund	Department	Amount
101	Parks & Recreation	5,920.57
110	Library	14,823.97
120	Public Works - Streets	530.50
126	MV-Equip. Replacement Reserve	87,359.52
146	Property Management	5,053.01
151	Fund for Animals	5,824.34
152	Cum Res/Library	165.36
153	Emergency Med Svc	111,820.51
155	Capital Reserve Fund	14,573.18
156	Criminal Justice	179,284.79
162	Capital Projects Reserve	51,114.24
197	CHIP Loan Program	17,539.91
303	Public Works Impr. Projects	115,269.04
336	Water & Sewer Sys Improv Project	102,921.58
342	City Facilities Const.	590,561.92
354	Parks Capital Const.	295,825.43
401	Public Works-Utilities	241,619.84
425	Public Works-Transit	2,530,076.57
430	Everpark Garage	16,093.00
440	Golf	58,594.52
501	MVD - Trans Services	53,602.51
503	Self-Insurance	525,672.67
505	Computer Reserve	77,893.87
508	Health Benefits Reserve	11,114.58
637	Police Pension	17,459.56
638	Fire Pension	14,381.93
661	Claims	233,062.60
665	Other Special Agency Funds	50,747.50
670	Custodial Funds	48,908.27

Councilperson introducing Resolution

TOTAL CLAIMS	5,803,197.64
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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 November 01, and checks issued November 07, 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	13,741.42	7,202.07
003	Legal	104,883.48	25,520.45
004	Administration	50,683.56	7,618.12
005	Municipal Court	87,146.29	24,145.13
007	Personnel	55,452.97	15,389.16
010	Finance	112,367.57	30,723.45
015	Information Technology	129,400.76	34,673.92
018	Communications and Marketing	18,897.25	4,917.35
021	Planning & Community Dev	138,869.73	35,748.28
024	Public Works	240,164.64	67,940.75
026	Animal Shelter	60,562.07	19,581.69
030	Emergency Management	8,446.91	2,406.61
031	Police	1,314,995.44	312,633.65
032	Fire	786,576.28	209,181.45
038	Facilities/Maintenance	99,392.31	33,457.50
101	Parks & Recreation	141,628.92	47,612.49
110	Library	110,057.38	33,970.91
112	Community Theatre	9,108.97	2,395.25
120	Street	73,827.54	23,160.07
153	Emergency Medical Services	414,423.54	103,821.98
197	CHIP	8,411.99	1,824.97
198	Community Dev Block	4,110.32	1,138.44
401	Utilities	989,151.83	320,718.81
425	Transit	560,251.92	183,226.98
440	Golf	39,712.26	12,978.12
501	Equip Rental	89,730.39	29,511.73
		<u>\$5,661,995.74</u>	<u>\$1,591,499.33</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: Award the contract for the Port Gardner Storage Facility – Facility Construction Package to Absher/Stellar J Joint Venture of Puyallup, WA in the amount of \$104,860,670.13.

Council Bill #

Agenda dates requested:

Briefing
 Proposed action
 Consent 11/19/25
 Action
 Ordinance
 Public hearing
 Yes X No

Budget amendment:
 Yes X No

PowerPoint presentation:
 Yes X No

Attachments:
 Bid Summary

Department(s) involved:
 Public Works

Contact person:
 Jeff Marrs

Phone number:
 425-257-8967

Email:
 jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Award of Contract

Project: Port Gardner Storage Facility – Facility Construction Package

Partner/Supplier: Absher/Stellar J Joint Venture

Location: 2200 West Marine View Drive

Preceding action: Ordinance No. 4069-25 – [2/5/25](#), Call for Bids – [9/17/25](#)

Fund: Fund 336 – Water and Sewer System Improvements Fund

Fiscal summary statement:

Project funding is provided by Fund 336 – Water and Sewer System Improvements Fund. The programmed available funding for the project is \$150,800,000.00

Project summary statement:

The former Kimberley-Clark Wastewater Treatment Plant is being repurposed to serve as the City’s future Port Gardner Storage Facility (PGSF). The PGSF project is being implemented in two project phases, selective site demolition and storage facility construction. Demolition was completed in 2024. The Engineer’s estimate for the PGSF Facility Construction Package was \$108,840.000.

Bids were opened on October 21, 2025, and three (3) bid proposals were received for the proposed facility construction project. Absher/Stellar J Joint Venture was the responsive and responsible bidder at a price of \$104,860,670.13. Public Works staff recommend that Absher/Stellar J Joint Venture be awarded the contract for the Port Gardner Storage Facility – Facility Construction Package in the amount of \$104,860,670.13.

This project is being constructed under a project labor agreement.

Recommendation (exact action requested of Council):

Award the Contract for the Port Gardner Storage Facility – Facility Construction Package to Absher/Stellar J Joint Venture in the amount of \$104,860,670.13.

SECTION 00 52 13 - AGREEMENT FORM

CONTRACT

THIS CONTRACT is made and entered by and between the City of Everett, Washington, a municipal corporation existing under the laws of the State of Washington (the “City”) and Absher/Stellar J Joint Venture, (the “**Contractor**”).

In consideration of the sums to be paid to it by the City, Contractor hereby covenants and agrees to furnish all labor, tools, materials, equipment, and supplies required to complete in a workmanlike manner the work, improvements, and/or appurtenances in accordance with the Specifications and Drawings and all other Contract Documents entitled: “Port Gardner Storage Facility – Facility Construction Package” (the “**Project**”).

1. Contract Documents. The “Contract Documents” are defined in the General Conditions. The Contract Documents are part of this Contract and are hereby incorporated by reference. Terms that are capitalized in a Contract Document but not defined in that Contract Document shall have the meaning defined to them in the other Contract Documents. A copy of the Contract Documents that were posted for the Project on Builder’s Exchange of Washington (www.bxwa.com) as of Bid Opening Date is maintained by the City Clerk’s Office as a single pdf and is available as follows:

Link to PDF	
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Contractor acknowledges that Contractor has downloaded and reviewed this pdf prior to signing this Contract. City and Contractor agree that this pdf contains all posted Contract Documents as of the Bid Opening Date. City and Contractor further agree that this pdf may contain some other documents (such as Reference Information) that are not Contract Documents.

2. Contract Time. Substantial Completion of the Work shall be achieved within Seven Hundred Sixty (760) calendar days after the effective date of the Notice to Proceed. Physical Completion shall be within thirty (30) calendar days after the actual date of issuance of Substantial Completion. (**Contractor acknowledges that, in accordance with the Washington State Department of Ecology Agreed Order 11638, all Work associated with combined sewer overflow control must be substantially complete by December 31, 2027.**) Contractor shall cause the Project to be ready for Final acceptance no later than ninety (90) calendar days following Substantial Completion.

3. Liquidated Damages. The parties agree the City will suffer damage and be put to additional expense in the event that the Contractor does not complete the Work in all respects and have it ready for use by the Substantial and Physical Completion dates stated above. Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the City liquidated damages for each and every calendar day (or working day, if Contract Time is described in working days) in the amounts set forth in this Section. For failure to achieve Substantial Completion by the Substantial Completion date stated above, the Contractor shall pay liquidated damages to the City computed at the daily rate of fifteen percent (15%) of the Contract Sum divided by the number of days of Contract Time for Substantial Completion stated above. Once Substantial Completion is achieved, for failure to achieve Physical Completion by the Physical Completion Date stated above, the Contractor shall pay liquidated damages at the daily rate of ten percent (10%) of the liquidated damages rate applicable to delays to Substantial Completion.

4. Contract Sum. The Contract Sum of this Contract is:

	\$95,414,622.50
+ WA Sales Tax (as applicable)	\$9,446,047.63
Contract Sum	\$104,860,670.13

This is based on the proposal/bid submitted by Contractor dated October 21, 2025. A copy of this proposal/bid is attached hereto.

The basis for final payment will be the actual amount of work performed according to the Contract Documents and payments, whether partial or final, shall be made as specified therein. If, and to the extent, payment (in whole or in part) is based upon unit prices multiplied by quantities of work actually performed, the total amount paid to the Contractor may be less than Contract Sum stated herein and the Contractor agrees to execute one or more change orders in such event. In no event shall the total amount paid Contractor exceed the Contract Sum stated herein, unless the Contract amount has first been increased by one or more Change Orders signed by the City. The City may, in its sole discretion, withhold amounts from payments otherwise due as offsets or back charges for expenses, damages, liquidated damages or costs for which the Contractor is liable for not to exceed 10% of the total amount of the contract. If the City chooses not to offset or deduct any such expenses, damages, liquidated damages or costs from one or more payments or return of retainage, the City does not waive its claim for such damages and hereby expressly reserves its right to assert a claim against the Contractor for such damages.

5. Withholding. Five percent (5%) of amounts due Contractor shall be retained and withheld to comply with RCW Chap. 60.28. Retained amounts shall only be released: (A) as required by law or (B) sixty (60) days after completion of all contract work if there are no claims against the retained funds. In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the Contractor, the City may, in its sole discretion, withhold any amounts sufficient to pay any claim against the Contractor of which the City may have knowledge and regardless of the informalities of notice of such claim arising out of the performance of this Contract. The City may withhold the amount until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The City shall not be liable for interest during the period the funds are so held.

6. Compliance with Employment and Wage Laws. Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid.

7. Compliance with Project Labor Agreement. Contractor agrees to be party to and bound by the terms and conditions of the Northwest Washington Building and Construction Trades Council Project Labor Agreement (PLA) included as an attachment to this Contract. The PLA is a Contract Document. By signing this Contract and the Letter of Assent, Contractor certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of the PLA. By signing this Contract, Contractor agrees that it is thoroughly familiar with the requirements of the PLA and that no claim for additional compensation will be allowed that is based upon Contractor's lack of knowledge of these requirements. In the event of any conflict between the PLA and any other Contract Document, the PLA governs unless otherwise required by applicable law.

8. RCW 35.33.650. Contractor shall actively and in good faith solicit the employment of minority group members and bids for the supply of goods or subcontracting of services from qualified minority businesses. Contractor shall consider granting contracts to possible minority suppliers and subcontractors on the basis of substantially equal proposals in the light most favorable to the minority businesses. Contractor shall furnish evidence of its compliance with these requirements. As used in this section, the term "minority business" means a business at least fifty-one percent (51%) of which is owned by minority group members. Minority group members include, but are not limited to, African-Americans, Women, Native Americans, Asian/Pacific Islander-Americans, and Hispanic-Americans.

9. Indemnification.

A. Contractor will defend, indemnify and hold harmless the City from any and all Claims arising out or relating to any acts, errors, omissions, or conduct by Contractor in connection with its performance of this Contract, including without limitation (and without limiting the generality of the foregoing) all Claims resulting from Contractor's performance of, or failure to perform, its express and implied obligations under the

Contract. The Contractor will defend and indemnify and hold harmless the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of the Contractor does not in any way limit the Contractor's duty to defend and indemnify the City. The City retains the right to approve Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City. This Section 8 is in addition to any other defense or indemnity or hold harmless obligation in the Contract Documents.

B. The Contractor's obligations under this Section 8 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) the Contractor and (b) the City, then the Contractor's liability under this Section 8 shall be only to the extent of the Contractor's negligence.

C. As used in this section: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Contractor" includes Contractor, its employees, agents, representatives and subcontractors. If, and to the extent, Contractor employs or engages subcontractors, then Contractor shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify and hold harmless the City to the extent and on the same terms and conditions as the Contractor pursuant to this section.

10. Insurance. The Contractor shall purchase and maintain such insurance as set forth in the Contract Documents. Failure to maintain such insurance shall be a material breach of the Contract. The City shall be entitled to damages for such a breach that include, but are not limited to, any loss (including, but not limited to, third party litigation expenses and professional fees) suffered by the City if the City is determined to be solely or concurrently negligent, and if the City suffers any loss or must pay or defend against any such claim, suit, demand or damage as a result of such breach.

11. Waiver of Industrial Insurance Immunity. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under

industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Contractor's and City's signatures hereto indicate specific waiver of Contractor's industrial insurance immunity in order to fulfill the indemnities hereunder. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

12. Repair of Damage. The Contractor agrees to repair and replace all property of the City and all property of others damaged by it, its employees, subcontractors, suppliers and agents.

13. Pre-Bid Inspection and Risk of Loss. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that: (1) prior to submitting its proposal or bid, it became familiar with the conditions of excavation, subsurface, backfill, materials, climatic conditions, location, traffic, and other contingencies that may affect the work and has made its bid or proposal accordingly and (2) that it assumes the responsibility and risk of all loss or damage to materials or work that may arise from any cause whatsoever prior to completion.

14. Headings for Convenience Only. The headings in this document are for convenience only, and shall not be used or considered to interpret or construe this document.

15. Effective Date/Counterparts/Signature. This Contract is effective as of the date of the last person to sign it, and may be executed in multiple counterparts, each of which shall be deemed an original. This Contract may be signed with AdobeSign, and any such signature is fully binding.

16. Third-Party Beneficiary. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

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**CITY OF EVERETT
WASHINGTON**

By:

Cassie Franklin, Mayor

ATTEST:

Date

Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
(10.31.23)

CONTRACTOR: .

[Contractor's Complete Legal Name]

By: _____
Signature

Typed/Printed Name of Signer: _____

Title of Signer: _____

Date: _____

END OF SECTION 00 52 13

Project title: Amendment No. 1 Professional Service Agreement with Jacobs Engineering Group Inc. for the WFP High-Rate Filter Pilot Study.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/19/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
PSA Amendment No. 1

Department(s) involved:
Public Works

Contact person:
Jeff Marrs

Phone number:
425-257-8967

Email:
jmarrs@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Project: WFP High-Rate Pilot Study

Partner/Supplier: Jacobs Engineering Group Inc. (Jacobs)

Location: WFP at Lake Chaplain Reservoir

Preceding action: N/A

Fund: 401 – Water & Sewer Utility Fund

Fiscal summary statement:

Amendment No. 1 to the Professional Service Agreement with Jacobs Engineering Group Inc. for the WFP High-Rate Filter Pilot Study makes no changes to the expenditures or total compensation.

Project summary statement:

Jacobs Engineering Group Inc. (Jacobs) has been providing technical support for the Water Filtration Plant (WFP) high-rate filtration pilot study. During the pilot, Jacobs has been assisting with data management and completion of the pilot test reports for submission to DOH. The results of the pilot study will help to determine if, and when, capital expenditures may be needed to expand WFP capacity.

During 2025 Phase 2 construction activities at WFP prevented operation of the facility under its standard configuration. As a result, high-rate performance data representing standard operating conditions could not be obtained during this timeframe. To ensure the high-rate testing yields meaningful and representative results, testing was deferred until substantial completion of Phase 2 construction.

Amendment No. 1 extends the term of the existing Professional Services Agreement between the City and Jacobs to December 31, 2027.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Professional Service Agreement with Jacobs Engineering Group Inc. for the WFP High-Rate Filter Pilot Study to extend the contract completion date.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") 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 below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may have been previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Jacobs Engineering Group Inc.
City Project Manager	Anna Thelen
	athelen@everettwa.gov
Original Agreement Date	1/5/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2027 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	Enter amount, if applicable
	Compensation Added (or Subtracted) by this Amendment	Enter amount, if applicable
	Maximum Compensation Amount After this Amendment	Enter amount, if applicable

Changes to Scope of Work	Scope of Work is not changed by this Amendment Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Provisions	Enter other changes to the Agreement, if any.
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.
	This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

JACOBS ENGINEERING GROUP INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Mike Reimbold

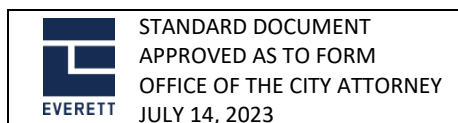
Signer's Email Address: Mike.Reimbold@jacobs.com

Title of Signer: Manager of Projects

Date

ATTEST

Office of the City Clerk





City Council Agenda Item Cover Sheet

Project title: Washington State Department of Transportation 2025-2027 Paratransit Grant Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/19/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Grant Agreement

Department(s) involved:
Transit

Contact person:
Michael Schmieder

Phone number:
425-257-7761

Email:

Initialed by:

MJS

Department head

Administration

Council President

Project: Sustain demand response transportation services to special needs populations

Partner/Supplier: Washington State Department of Transportation

Location: City of Everett

Preceding action: 2023-2025 Paratransit Grant PTD0947 for \$2,666,768

Fund: 425/Transit

Fiscal summary statement:

This project will have a positive financial impact as the City will receive grant funding. Funding has a \$0.00 match requirement, and no budget amendment is necessary.

Project summary statement:

The City of Everett will receive \$2,514,315 in grant funding from the Washington State Department of Transportation to provide demand response transit service to special needs populations from July 1, 2025, to June 30, 2027. This grant will reimburse Everett Transit for a portion of driver and scheduler salaries. There is no match requirement from the City.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Washington State Department of Transportation 2025-2027 Paratransit Grant agreement (PTD1018).

WSDOT Contact: Katie Stanford
WSDOT E-mail: katie.stanford@wsdot.wa.gov
WSDOT Phone: 360-705-7911

Consolidated Grant Program Operating Grant Agreement			
Agreement Number	PTD1018	Grantee:	City of Everett
Term of Agreement	July 1, 2025 through June 30, 2027		dba Everett Transit
Vendor #	916001248		3201 Smith Ave.
UEI	NB35N2NU35J3		Everett, WA 98201-4594
ALN # / ALN Name	N/A		
Indirect Cost Rate	No		
R & D	No		
Service Area	Snohomish County	Contact:	Amanda James
		Email:	ajames@everettwa.gov

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

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

WHEREAS, the GRANTEE has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

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

Section 1 SCOPE OF WORK AND BUDGET

Funding by Project

Project Title: 2025-2027 Special Needs Formula - Operating Paratransit and Demand Response Services

UPIN # N/A

Scope of Work: Provide Paratransit and Demand Response transportation services for the general public and the special needs population.

Type of Funds	Percentage	Current Funds	Projected Funds	Total Funds
State Special Needs Transportation - Transit Formula Funds (MMA)	100.00%	\$2,514,315		\$2,514,315
Projected Grant Funds			\$0	\$0
Grant Funds	100.00%	\$2,514,315	\$0	\$2,514,315
Grantee's Funds	0.00%	\$0	\$0	\$0
Total Project	100%	\$2,514,315	\$0	\$2,514,315

Budget: Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

Section 2

Purpose of Agreement

- A. The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for public transportation services that meet the needs of persons in the State of Washington.
- B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the GRANTEE will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

Section 3

Scope of Project

The GRANTEE shall undertake and complete the Project described and detailed in **Section 1-Scope of Work**. The GRANTEE shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

Section 4

Term of Agreement

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

Section 5

General Compliance Assurance

The GRANTEE agrees to comply with all instructions as prescribed in WSDOT's Consolidated Grants Program Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at, <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant> which by this reference is fully incorporated herein. The GRANTEE agrees that WSDOT, and/or authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regards to any matter arising under this AGREEMENT.

Section 6

GRANTEE's Share of Project Costs

- A. The Total Project Cost shall not exceed the amounts detailed in **Section 1**. The GRANTEE agrees to expend eligible funds, together with any GRANTEE's Funds allocated for the Project, in an amount sufficient to complete the Project. If at any time the GRANTEE becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the GRANTEE shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in **Section 6(A)**, shall preclude the requirements specified in **Section 7 (B)** for payments at the end of the biennium.
- B. **Minimum Match:** The GRANTEE is required to provide a minimum match of funds for the Project as identified in **Section 1**, indicated as GRANTEE's Funds.

Section 7
Reimbursement and Payment

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the GRANTEE for reimbursement. Failure to send in progress reports and financial information as required in **Section 10 –Reports** may delay payment. The GRANTEE shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
- B. The GRANTEE shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(13) “fiscal year” is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the GRANTEE is unable to provide an invoice by this date, the GRANTEE shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8
Assignments and Subcontracts

- A. The GRANTEE shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the GRANTEE’s direct supervision.
- B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Section 5, Sections 8 through 21, and Section 28**, in each subcontract and in all contracts it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9
Anti – lobbying

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

Section 10

Reports

- A. The GRANTEE shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the Guidebook. Those reports include, but are not limited to:
1. Project Passenger Trips Provided
 2. Project Service Hours Provided
 3. Project Revenue Service Miles Provided
 4. Narrative Progress Report
 5. Financial Status/Summaries of the Project.
- B. Failure to meet any of the above-identified report submittal timelines may result in the GRANTEE being considered to be in breach of contract and "Not In Good Standing" as defined in the Guidebook referenced in **Section 5 - General Compliance Assurance** of this agreement. Failure to meet the above-identified report submittal timelines may also prevent the GRANTEE from receiving grant funds in the next biennium.

Section 11

Energy Credit

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

Section 12

No Obligation by the State Government

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

Section 13

Personal Liability of Public Officers

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

Section 14 Ethics

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

Section 15 Civil rights

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

Section 16 Compliance with Laws and Regulations

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

Section 17

Environmental and Regulatory Requirements

The GRANTEE agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The GRANTEE agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 18

Accounting Records

- A. Project Accounts.** The GRANTEE agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The GRANTEE agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Documentation of Project Costs and Program Income.** The GRANTEE agrees to support all allowable costs charged to the Project, including any approved services contributed by the GRANTEE or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The GRANTEE also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 19

Audits, Inspection, and Retention of Records

Submission of Proceedings, Contracts, Agreements, and Other Documents. During the performance period of the Project and for six (6) years thereafter, the GRANTEE agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the GRANTEE's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

- A. General Audit Requirements.** The GRANTEE agrees to obtain any other audits required by WSDOT at GRANTEE's expense. Project closeout will not alter the GRANTEE's audit responsibilities.
- B. Inspection.** The GRANTEE agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the GRANTEE and its contractors pertaining to the Project. The GRANTEE agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 20

Labor Provisions

Overtime Requirements. No GRANTEE or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. The GRANTEE will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 21

Changed Conditions Affecting Performance

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

Section 22

Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support the coordination of special needs transportation in the state. As a condition of assistance, the GRANTEE is required to participate in local coordinated planning as led by GRANTEE's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Section 23

Remedies for Misuse or Noncompliance.

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

Section 24

Disputes

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

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or the GRANTEE shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

E. **Venue and Process** In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 25

Termination

A. Termination for Convenience. WSDOT and/or the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the GRANTEE shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms and conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through the failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The GRANTEE is prevented from proceeding with the Project by reason of a temporary, preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the GRANTEE; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;

- B. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim for reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same, and dispose of it in the manner WSDOT directs.
- C. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the GRANTEE, if the GRANTEE materially breaches or fails to perform any of the requirements of this AGREEMENT, including:
1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
 2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates;
 3. Fails to make reasonable progress on the Project or violates this AGREEMENT in a way that endangers substantial performance of the Project; or
 4. Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the GRANTEE setting forth the manner in which the GRANTEE is in default hereunder. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: (a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- D. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the GRANTEE ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the GRANTEE fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to the GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.
- E. In the event that WSDOT elects to waive its remedies for any breach by the GRANTEE of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
- F. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the GRANTEE shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 26
Forbearance by WSDOT Not a Waiver

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

Section 27
Lack of Waiver

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

Section 28
Limitation of Liability

- A. The GRANTEE shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to the execution of this AGREEMENT and/or the GRANTEE's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the GRANTEE, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the GRANTEE to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the GRANTEE its employees, agents, officers or GRANTEES and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the GRANTEE, its employees, officers, authorized agents, and/or GRANTEES. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall be deemed an independent GRANTEE for all purposes, and the employees of the GRANTEE or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The GRANTEE agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the GRANTEE, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.
- D. In the event either the GRANTEE or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 29

Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the GRANTEE of the revision in writing.

Section 30

WSDOT Advice

The GRANTEE bears complete responsibility for the administration and success of the Project as defined by this AGREEMENT and any amendments thereto. If the GRANTEE solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the GRANTEE for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the GRANTEE.

Section 31

Subrogation

- A. Prior to Subrogation. WSDOT may require the GRANTEE to take such reasonable action as may be necessary or appropriate to preserve the GRANTEE's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. Subrogation. WSDOT may require the GRANTEE to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the GRANTEE shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The GRANTEE shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
- C. Duties of the GRANTEE. If WSDOT has exercised its right of subrogation, the GRANTEE shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage to Project Equipment. The GRANTEE shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 32

Counterparts

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

Section 33

Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the GRANTEE has the authority to make, and neither WSDOT nor the GRANTEE shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 34
Severability

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

Section 35
Order of Precedence

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

1. Federal Law
2. Exhibit 1, Federal Provisions, If applicable
3. State law
4. This AGREEMENT
5. The Consolidated Operating Guidebook

Section 36
Execution

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

Section 37
Binding Agreement

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

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

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

GRANTEE

Authorized Representative
Public Transportation Division,
WSDOT

Authorized Representative

Title

Print Name

Date

Date



City Council Agenda Item Cover Sheet

Project title: Interlocal Agreement for Animal Shelter Services with Snohomish County, in Substantially the Form Provided

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/19/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Snohomish County ILA

Department(s) involved:

Parks & Facilities
Animal Services

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: 2026 Animal Sheltering Interlocal Agreement with Snohomish County

Partner/Supplier: Snohomish County

Location: Everett Animal Shelter

Preceding action: N/A

Fund: Fund 002 (Animal Services revenue)

Fiscal summary statement:

There is no financial impact to budget.

Project summary statement:

The Everett Animal Shelter (EAS) has provided animal sheltering services to Snohomish County since 1984. Snohomish County is a valued partner, one of 19 communities that contract with EAS for animal sheltering services. The current interlocal agreement with Snohomish County was signed in 2011 and expires on 12/30/2025. The Animal Shelter has updated the agreement with Snohomish County to be more consistent with interlocal agreements with other partner jurisdictions.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement for Animal Shelter Services with Snohomish County, in substantially the form provided.



INTERLOCAL AGREEMENT REGARDING ANIMAL SHELTER SERVICES

This Interlocal Agreement Regarding Animal Shelter Services (“**Agreement**”) is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the “**Everett**”), and the entity identified as Participating Jurisdiction in the Basic Provisions below (“**Participating Jurisdiction**”). This Agreement is pursuant to RCW 39.34.010 and 39.34.080, which authorize the parties to contract for the performance of government services such as Animal Shelter services. This Agreement includes the Basic Provisions, the General Provisions, the attached illustrative service list (Exhibit A), and the fee schedule (Exhibit B).

BASIC PROVISIONS	
Participating Jurisdiction	Snohomish County, a political subdivision of the State of Washington
Participating Jurisdiction Notice Address	Snohomish County Animal Services
	3000 Rockefeller Ave M/S 306 Everett, WA 98201-4046
	David.byrd@snoco.org
Everett Notice Address	Glynis Frederiksen
	City of Everett Animal Shelter 333 Smith Island Road Everett, WA 98201
	gfrederiksen@everettwa.gov
Term of Agreement	From January 1, 2026 to December 31, 2026

GENERAL PROVISIONS

I. Scope of Services.

A. Everett shall provide the services described herein for Animals found or living in the “Participating Jurisdiction” (unincorporated Snohomish County) that are delivered to Everett's Animal Shelter. The term “unincorporated Snohomish County” shall refer to those bodies of land within Snohomish County, Washington, which are not now, or later annexed to be, within the boundaries of an incorporated city. In consideration of Everett providing such services, Participating Jurisdiction agrees to comply with the provisions of this Agreement.

B. For purposes of this Agreement:

1. “**Animal**” refers to any member of the classes reptile, amphibian, bird or non-human mammal.

2. “**Small Animal**” refers to domestic Animals that are rabbits, small mammals, small birds/fowl, small reptiles, amphibians, and fish. Small Animal does not refer to dogs or cats.

C. Animal Shelter services provided by Everett shall include:

1. Receiving, sheltering, and holding stray, impounded, and owner-surrendered Animals at facilities operated by Everett, provided that Everett determines that capacity is available at the time of delivery. Sheltering will include daily care, feeding and routine veterinary services. Exhibit A is a current list of services provided by the Everett Animal Shelter. Exhibit A is provided solely for illustrative purposes. Everett Animal Shelter services (including without limitation those described in Exhibit A) may, in the sole discretion of Everett, change from time to time without prior notice to Participating Jurisdiction. Everett shall provide a letter to Animal owners outlining the process for paying relinquishment fees. Participating Jurisdiction shall provide a form letter to Everett for this purpose.

2. Making a reasonable effort at the time of intake to verify each stray Animal's ownership status when delivered by finder to Everett, including scanning for microchips, checking for identification, and requesting information pertaining to how the Animal was found. Participating Jurisdiction is responsible for pursuing any payment directly from any individual later discovered to have provided incorrect or incomplete or false information about an Animal's ownership.

3. Providing owner notification and releasing Animals to their owners. When any identified Animal is impounded, Everett will attempt to give notice to the owner by telephone. The notice shall inform the owner of the impounding of such Animal, the reason for impounding and the time period during which the Animal can be claimed prior to disposition. It shall, however, be the entire responsibility of the owner to ascertain that the Animal has been

impounded and to take such measures as the owner deems fit for redeeming the Animal. Everett shall not be responsible for failing to notify an Animal owner.

4. Disposing of Animals, including through adoption, transfer or humane destruction of Animals not claimed by an owner, in accordance with the provisions of Participating Jurisdiction's laws and regulations, the provisions of Everett Municipal Code, the provisions of applicable Everett regulations, and the provisions of this Agreement. In the event of a conflict between any such provisions, the parties will engage in discussions and mutually agree which controls. Everett reserves the right to use reasonable and humane alternatives to euthanasia.

5. Disposing of dead Animals delivered to the Everett Animal Shelter by Participating Jurisdiction's animal control officer or designee. (Participating Jurisdiction will pay for Dead-on-Arrival (DOA) Animals in accordance with Exhibit B attached.)

D. Everett reserves the right to refuse acceptance of any Animal, where, in the opinion of the Animal Services Manager or designee, the Shelter does not have facilities, capacity, or expertise appropriate or available to accommodate the needs of the Animal.

E. Prior to a Participating Jurisdiction's animal control officer or designee delivering an Animal to the Everett Animal Shelter, any reasonably apparent, urgent, or necessary veterinary care shall have been already provided by Participating Jurisdiction. In the event an Animal in need of such veterinary care is delivered to the Everett Animal Shelter by an officer or designee without prior notification and authorization by Everett, and veterinary care was not provided, Participating Jurisdiction agrees to pay and will be billed for (1) the cost of such care and any direct cost incurred by Everett to provide such care, with total up to \$250, and (2) a \$200 additional fee. However, if Everett provides advance authorization to deliver the Animal to the Everett Animal Shelter, the additional \$200 fee will not apply.

F. Everett agrees to provide Animal Shelter Services for stray and impounded Animals delivered to the Everett Animal Shelter for the following periods:

1. Seventy-two (72) hours from the hour of delivery for unlicensed stray Animals and currently licensed stray Animals that do not display a license tag or traceable, registered microchip with current owner contact information.

2. One hundred forty-four hours (144) from the hour of delivery for (a) currently licensed stray Animals displaying a license tag and/or traceable, registered microchip with current owner contact information and (b) impounded Animals with a known owner at the time the Animal is delivered to the Everett Animal Shelter by a Participating Jurisdiction's animal control officer or designee.

3. At the written request of Participating Jurisdiction, for a period longer than that set forth in I.F.1 or I.F.2. In such cases, Participating Jurisdiction agrees to pay Everett the daily boarding fee, starting with the 7th day from the date of delivery.

G. Unless otherwise specified by Participating Jurisdiction, Everett will release an impounded stray Animal to any person who claims to be and has evidence of the ownership of such Animal.

H. Everett has no obligation to release an Animal to its owner until fees associated with the Animal have been paid. Regardless of the foregoing sentence, Everett, may, in its sole discretion, release an Animal to its owner upon accepting less than the full amount of fees owed, if it is in the best interest of the Animal and the operations of the Everett Animal Shelter. All fees collected by Everett will be retained by Everett. Everett shall make a reasonable attempt to collect apprehension and/or transportation fees as provided in SCC 9.12.110 as now enacted or hereafter amended. Apprehension and transportation fees collected by Everett pursuant to this Agreement are the property of Participating Jurisdiction. Everett shall remit fees collected to Participating Jurisdiction each month. In the event that Everett is unable to collect the full amount of apprehension and/or transportation fees owed, Everett shall provide a letter to the Animal's owner, outlining the process for paying apprehension and/or transportation fees owed to Participating Jurisdiction. Participating Jurisdiction shall provide a form letter to Everett for this purpose.

I. Participating Jurisdiction agrees to furnish Everett copies of all provisions of Participating Jurisdiction's Municipal Code and regulations affecting Everett's performance under this Agreement and shall notify Everett at least thirty (30) days prior to the effective date of any amendment or revision of the code or regulations.

J. Everett shall have the authority to immediately sell or dispose of owner-surrendered Animals, and stray and impounded Animals after the period(s) provided in section I.F if not claimed as provided in sections I.G and I.H. The proceeds of such sale shall belong to Everett. Any such sale or disposition by Everett shall be in accordance with all applicable state statutes and state administrative codes.

K. Everett shall not sell or donate any Animal for the purpose of scientific research or testing.

II. Term of Agreement.

The initial term of this Agreement is as provided in the Basic Provisions. This Agreement will continue for the initial term and will be automatically renewed for additional one-year terms, subject to the right of either party to terminate this Agreement on sixty (60) days' notice in accordance with Section IV below.

III. Fees.

A. Participating Jurisdiction agrees to pay Everett, within thirty (30) days of receipt of an invoice or statement from Everett, all fees incurred pursuant to this Agreement in accordance with Exhibit B. Administrative fees are based on the Animal Shelter's per-Animal maintenance and operation costs and may be adjusted in accordance with section III.B below. Participating Jurisdiction shall pay the administrative fee for any Animal born at the Everett

Animal Shelter to an Animal delivered to Everett from Participating Jurisdiction during the holding periods set forth in section I.F.1-3.

B. Everett may adjust the fees imposed pursuant to this Agreement in Exhibit B on an annual basis to be effective on January 1 of each calendar year. If Everett intends to adjust Exhibit B, it will give Participating Jurisdiction at least ninety (90) days written notice of its intent to do so.

C. Everett, in its sole discretion, may establish and charge fees for additional and/or optional services.

D. Everett shall deliver a monthly invoice detailing the total number of Animals delivered and their disposition. Each invoice shall also be accompanied by a list that covers the same period as the invoice, showing the name, address, phone number and driver's license number of the person delivering the Animal that corresponds to each Animal on the invoice, the address where the Animal was found, if stray or impounded, and the name, address, phone number and driver's license number of any person reclaiming an Animal during the invoice period. The invoice shall include a detailed list of any Animal that incurred other fees or charges during the invoice period, including any Animal held pursuant to section I.F.3., the number of billable nights held, and the name of the Participating Jurisdiction's Animal Control Officer or other representative requesting the hold or other activity.

E. Everett must maintain adequate records to support billings for a period of six (6) years after the date of billing. Participating Jurisdiction or any of its duly authorized representatives shall have access to any books, documents, papers and records of Everett which are directly related to this Agreement for the purposes of audit examinations.

IV. Termination.

Either party may terminate this Agreement, for any reason, by sixty (60) days' written notice to the other party.

V. Indemnification.

A. Each party agrees to defend, indemnify and hold harmless the other party from any and all claims arising out of, in connection with, or incident to its conduct relating to this Agreement. A party shall not indemnify the other party for the other party's sole negligence. If a claim is caused by or results from the conduct of both parties, each party shall be responsible to the extent of its fault.

B. As used in this paragraph, "claims" include, but are not limited to, any and all losses, 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. "Party" includes Everett, Participating Jurisdiction and their employees, volunteers, officers, representatives, and elected officials.

VI. Miscellaneous.

A. Notices. Notices to the parties shall be sent to the notice addresses in the Basic Provisions.

B. Construction. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other, but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.

C. Modification. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

D. Severability. In the event that any provision of this Agreement is held invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect and shall be interpreted in a manner consistent with the intent of the parties.

E. Headings for Convenience. The section and subsection headings used herein are for convenience only and shall not be used to interpret the Agreement.

F. Assignment Barred. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party

G. 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.

H. Governing Law and Venue. The laws of the State of Washington shall govern this Agreement. Any lawsuit regarding this Agreement must be brought in the Superior Court of Snohomish County, Washington.

I. Relationship of Parties. Everett and Participating Jurisdiction shall not be construed as joint ventures or general partners, and neither shall have the power to bind or obligate the other party.

J. No Third-Party Rights. The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto. None of the rights or obligations of the parties herein set forth is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or for the benefit of any third party. This Agreement does not create any legal duty by any of the parties, except such contractual duties between them as explicitly stated in the Agreement.

K. Interlocal Cooperation Act. Each party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party's respective actions in performance of this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

L. Signatures/Counterparts. This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

IN WITNESS WHEREOF, Everett and Participating Jurisdiction have executed this Agreement, which includes the Basic Provisions, the General Provisions, the attached Exhibit A (Illustrative Service List), and the attached Exhibit B (Fee Schedule).

**CITY OF EVERETT
WASHINGTON**

SNOHOMISH COUNTY

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Dave Somers

Signer's Email Address: dave.somers@snohomish.wa.us

Title of Signer: County Executive

Date

ATTEST

Office of the City Clerk

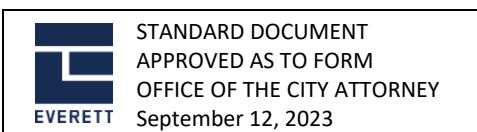


EXHIBIT A
ILLUSTRATIVE SERVICES LIST

Programs and services provided to the public:

- Everett Animal Shelter is open for shelter services, 7-days per week, excluding holidays, by appointment from 11 a.m. – 5 p.m., at 333 Smith Island Road, Everett, WA 98201. The lobby is open to the public from 2 – 5 p.m.
- Animal-related resource for Everett and contracted jurisdictions, including:
 - Lost/found inquiries, lost pet website checks for found animals at the shelter
 - Information and referrals regarding pet rehoming, behavior issues, end-of-life services, and responsible pet ownership
 - Referrals for animal control, community cats, and wildlife concerns
 - Emergency pet food pantry and supplies for low-income pet owners
- Stray, impounded, and owner-surrendered animal receiving for Everett and Participating Jurisdictions.
 - Except for emergencies, intakes are by appointment
 - Animals scanned for microchips, vaccinated, de-wormed, and treated for fleas on intake (May be delayed for fractious animals.)
 - Veterinary care is provided in-house by staff veterinarians and technicians
 - No time limit for holding adoptable animals, no euthanasia of healthy, behaviorally sound, or non-aggressive animals
- Release animals to owners
- Adoption program, including spay/neuter, vaccinations, microchip
- Barn cat program for feral/unsocialized cats
- Adoption transfer partnerships with local shelters and rescue organizations
- Owner-requested euthanasia for animals with incurable or untreatable medical or behavioral condition
- Disposal and cremation of deceased animals (private cremation available)
- Public microchipping services, spay/neuter, and veterinary care on a limited basis for low-income pet owners within Participating Jurisdiction's service area
- Volunteer and foster opportunities, approximately 300 active volunteers assist with animal care, socialization and exercise, customer service, veterinary clinic support, fostering animals, laundry, dishes, events/outreach, clerical and special projects, and Shelter Advisory Board participation
- Community donations, bequests and grants to Everett's 'Fund for the Animals' pay for medical and surgery supplies and other veterinary costs

Services limited to the City of Everett (and not provided to Participating Jurisdiction):

- Animal control investigations and enforcement of Everett Municipal Code
- Pet licensing

Services provided to Participating Jurisdictions:

- Shelter animals at facility operated by Everett, including holding for dangerous dog, bite quarantine and cruelty investigations
- Research animal identification/microchips, provide owner notification
- Return animals to owners (Owners reclaiming animals pay fees set by the City of Everett.)
- Deceased animal disposal, animal remains holding upon request
- 24/7 key card access to the facility to deliver animals
- Orientation and training for Participating Jurisdictions animal control officers or designees to Everett Animal Shelter's admissions policies, procedures, and operations as appropriate. Hands-on animal experience and training with shelter animals may be provided upon request.

Optional services that may be provided to Participating Jurisdiction if requested by Participating Jurisdiction and Everett agrees:

- Animal forensic exams & testimony upon request (as veterinary staffing resources permit)
- Microchipping of animals at time of owner reclaim

EXHIBIT B
2026 FEE SCHEDULE

Fees are payable to Everett by Participating Jurisdiction as follows:

Fees Charged Pursuant to the Interlocal Agreement:		
Fee	Amount	Description
Administrative Fee for Animals other than Small Animals	\$260	Fee for each Animal (for example: stray or impounded dog, cat, pot-bellied pig, goat, sheep, large exotic bird, e.g. ratite, large reptile) other than a Small Animal, delivered to and accepted by the Everett Animal Shelter
Administrative Fee for Small Animals	\$75	Fee for each Small Animal (for example: stray or impounded domestic rabbit, small domestic mammal, bird/fowl, reptile, amphibian, fish) delivered to and accepted by the Everett Animal Shelter
Administrative Fee for Owner-Surrendered Animals	\$150	Fee for each Animal (including each Small Animal) delivered to the Everett Animal Shelter by its owner
Boarding (per day)	\$25	Payable for each night an Animal is held by Everett at the Participating Jurisdiction's request, per I.F.3
Additional Fee for Failure to Provide Veterinary Care	\$200	Per section I.E., payable if Participating Jurisdiction delivers an Animal in need of urgent veterinary care to the Everett Animal Shelter without prior authorization from Everett.
Urgent and Necessary Veterinary Costs	Varies, up to \$250	Payable to Everett for direct costs incurred for urgent and necessary veterinary care at intake, per I.E., up to a total \$250 per Animal if payable by Participating Jurisdiction, or, actual cost of invoiced care if paid by the Animal's owner.
DOA Disposal Fee	\$60 \$2/lb for livestock/deer	For non-private cremation and disposal of deceased animals. No sheep.
Animal Remains Storage	\$50/month or portion of month	For holding Animal remains in walk-in cooler or chest freezer, at the written request of Participating Jurisdiction.

Fees For Optional Services:		
Forensic Veterinary Services	\$120/hour for veterinarian's time	When requested by Participating Jurisdiction and agreed upon by Everett if resources allow, may include exam/necropsy, report, and consultation.
Lab work	\$60 per item, or actual cost, if higher	When requested by Participating Jurisdiction and agreed upon by Everett as part of forensic veterinary services. Incurred vendor fees higher than \$60 are payable to Everett at cost.
Radiographs	\$90 for first view, \$60 each add'l view, \$50 for sedation if needed.	When requested by Participating Jurisdiction as part of forensic veterinary services.
Animal Shelter Staff Overtime	Actual cost	When assistance is requested by Participating Jurisdiction and agreed upon by Everett as resources allow, for work outside regularly scheduled work hours. This is not common and generally reserved for large-scale animal impounds.
Private Cremation	\$250	When requested by Participating Jurisdiction.
Microchip	\$25	Fee for microchip implantation, at the request of Participating Jurisdiction. May be payable by owner if reclaimed.



City Council Agenda Item Cover Sheet

Project title: Donation from SpotOn Gives totaling \$20,000, into the Fund for the Animals

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/19/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Parks & Facilities
Animal Services

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: SpotOn Gives Donation

Partner/Supplier: SpotOn Gives

Location: N/A

Preceding action: N/A

Fund: 151/Fund for the Animals

Fiscal summary statement:

Donation into the Fund for the Animals, Fund 151, in the amount of \$20,000.

Project summary statement:

The Everett Animal Shelter (EAS) is honored to have been awarded a donation from SpotOn Gives, who provides funding to animal welfare organizations working to create lasting change and whose mission is rooted in supporting dogs and their people.

The Fund for the Animals (Fund 151) is a cumulative reserve fund that benefits the animals. All gifts to the city in excess of \$10,000 must be approved by city council. Pursuant to EMC 2.105.020(B), the Mayor is authorized to conditionally accept this gift, and council shall, by motion, approve or reject the mayor's acceptance.

Recommendation (exact action requested of Council):

Approve the Mayor's acceptance of a donation from SpotOn Gives totaling \$20,000, into the Fund for the Animals.

Project title: 2026 Washington Department of Fish and Wildlife Law Enforcement Services Contract

Council Bill #

Project: Law Enforcement Services to City Owned Property around Lake Chaplain

Partner/Supplier: Washington Department of Fish and Wildlife

Agenda dates requested:

Location: Lake Chaplain Tract

Preceding action: n/a

Briefing

Fund: 401 Water & Sewer Utility Fund

Proposed action

Consent 11/19/25

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Contract
EMC 8.64

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Fiscal summary statement:

The City of Everett seeks an Agreement with Washington State Department of Fish and Wildlife with a total compensation amount not to exceed \$65,000. Source of funds for this PSA will be 401 – Water & Sewer Utility Fund.

Project summary statement:

Washington State Department of Fish and Wildlife (WDFW) will provide law enforcement services to areas around the Lake Chaplain Tract, demonstrating a visible and active presence while enforcing all Washington State and County laws/codes and City regulations set forth in Everett Municipal Code Chapter 8.64.

WDFW law enforcement personnel will conduct security inspections, investigate property use and escort trespassers and rule violators off the property. WDFW will provide copies of incident report(s), arrest report(s) or other public document(s) that document or substantiate actual or potential criminal activity occurring on City property.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the 2026 Washington Department of Fish and Wildlife Law Enforcement Services Contract.

**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
LAW ENFORCEMENT SERVICES CONTRACT**

Contract Title: City of Everett LES

WDFW Contract No.: 26-28659

Maximum Amount: \$65,000

Contract Period: 01/01/2026-12/31/26

A. PARTIES TO THE CONTRACT

This Contract is entered into between the Washington Department of Fish and Wildlife PO Box 43135, Olympia, WA 98501-1091 (hereinafter referred to as **WDFW**); and City of Everett (hereinafter referred to as the **City**); and shall be binding upon the agents and all persons acting by or through these parties who mutually agree as follows:

WHEREAS, the City allows public access to certain portions of the City's property for the purpose of outdoor recreation and other purposes; and prohibits public access in other portions of the City's property in the vicinity of the drinking water watershed;

WHEREAS, the WDFW has general law enforcement responsibilities within the boundaries of the State of Washington and;

WHEREAS, the City would like to contract for law enforcement services on the City's property from WDFW to ensure law enforcement officers are available when needed;

NOW THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between WDFW and the City as follows:

B. STATEMENT OF WORK

1. WDFW Responsibilities. WDFW commissioned law enforcement officers (WDFW Officers) will monitor designated properties as indicated in Appendix A, Location of Services. WDFW Officers will provide the following services as applicable:
 - a) Within WDFW officer discretion, enforce all Washington State and County laws/codes and City Regulations, to the extent that the same may be enforced through the State police authority. City Regulations are set forth in Everett Municipal Code Chapter 8.64 - Chaplain Tract, a copy of which is attached hereto as Appendix B and incorporated herein by this reference. If the City Regulations are amended by ordinance of the City Council, Appendix B will be deemed to be automatically updated to include the amendments upon effective date of the ordinance. The City will provide WDFW a written copy of the amendments prior to their effective date.
 - b) Patrol the area around Chaplain Tract and demonstrate a visible and active presence.
 - c) Conduct security inspections of access gates, and report missing or damaged locks and gates.
 - d) Investigate areas of use on the property, as evidenced by vehicular or foot traffic.

- e) Report all activities noted on the property and as pertinent on neighboring properties.
- f) Escort trespassers and rule-breakers off the property.
- g) WDFW will provide copies of incident report(s), arrest report(s) or other public document(s) that document or substantiate actual or potential criminal activity occurring on City property at the end of each shift or as soon as practical, as permitted by law to:

Anna Thelen
Email: athelen@everettwa.gov
City of Everett
3200 Cedar St
Everett, WA 98201
Telephone: (425) 257-7726

- h) WDFW shall, on a monthly basis, provide an invoice to the City detailing each person's time worked during the previous month. Invoices shall be addressed to:

Anna Thelen
City of Everett
3200 Cedar Street
Everett, WA 98201
Telephone: (425) 257-7726

- i) Reasonably respond to request for service as schedule allows.
2. City Responsibilities. The City will provide WDFW Officers with the necessary information, documents and required access to the City's property under this Contract to include:
- a. Gate codes or keys for locked gates where access is required.
 - b. The City will provide orientation training of personnel assigned by the WDFW on issues associated with the City.
 - c. The City Watershed Manager will work with the WDFW liaison to help assure coordination under this Agreement.
 - d. Make funding available for payment of law patrol services provided by WDFW Enforcement for the term of the contract.
 - e. Reimbursement WDFW for services rendered for actual hours worked, and mileage per the Cost of Services below.

C. PERIOD OF PERFORMANCE

The period of performance for this Contract shall commence on 01/01/2026 and will continue through 12/31/2026, unless terminated sooner as provided herein.

D. BILLING AND PAYMENT

The City will reimburse WDFW for the actual costs of providing services, including WDFW Officers' overtime salaries and benefits estimated to be approximately \$147.39 per hour for Officer's and \$175.46 for Sergeants, vehicle mileage at the current GSA-approved rate

(currently at \$0.70 per mile; subject to change January 1st of each year); and indirect costs at WDFW's current federally-approved indirect cost rate of 30.77%.

The maximum consideration payable to WDFW under this Contract shall not exceed \$65,000.

The WDFW officer(s) shall provide documentation of actual hours worked per enforcement officer on a monthly basis to include total amount due. A billing invoice will be mailed to the attention of Anna Thelen at City of Everett, 3200 Cedar St., Everett, WA 98201. The City shall make payment to WDFW within 45 days of receiving WDFW's documented billing statement.

Billable time for WDFW Officers providing services under this Contract shall include the time necessary for the completion of paperwork, reports, and other documents required under this Contract; the time and mileage reimbursement for travel to/from the location of service up to one hour each way based on the proximity of the officer's assigned duty station. Officers will work on-site a minimum of (2) hours.

E. GRANT OF ACCESS

This Contract applies to those properties administered by the City identified in Appendix A (Location of Services). The City grants permission to the WDFW Officers to enter into and upon the properties identified in Appendix A for the purpose of performing the work described in Section B – Statement of Work. The City also grants WDFW Officers permission to act on City's behalf with respect to trespass laws when unauthorized persons enter restricted areas or with respect to City area rule violations when certain persons have been asked to vacate.

F. NOTICES / PROJECT MANAGEMENT

1. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties identified below.

For WDFW:

Jennifer Maurstad
Enforcement Captain
PO 43135
Olympia, WA 98501-1091
Email:
Jennifer.maurstad@dfw.wa.gov
Phone: (425) 681-9607

For the City:

Anna Thelen
Senior Environmental Specialist
3200 Cedar Street
Everett, WA 98201
Email: athelen@everettwa.gov
Phone: (425) 257-7726

Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four (4) calendar days after mailing. The notice address as provided herein may be changed by written notice given as provided above.

2. Project Management. The work described herein, necessary for the performance of this Contract, shall be performed under the coordination of the persons listed below or their successors, who will provide assistance and guidance to the other party.

For WDFW:	For the City:
Captain Jennifer Maurstad 16018 Mill Creek Boulevard Mill Creek, WA 98012-1541 Email: Jennifer.maurstad@dfw.wa.go Phone: 425-681-9607	Anna Thelen Senior Environmental Specialist 3200 Cedar Street Everett, WA 98201 Email: athelen@everettwa.gov Phone: (425) 257-7726

G. GENERAL TERMS AND CONDITIONS

1. Amendments. This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
2. Assignment. The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
3. Confidential Information. To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, the WDFW shall maintain the confidentiality of City's information marked confidential or proprietary. If a request is made to view City proprietary information, WDFW will notify the City of the request and of the date that the records will be released to the requestor unless City obtains a court order enjoining that disclosure. If City fails to obtain the court order enjoining disclosure, WDFW will release the requested information on the date specified. The WDFW's sole responsibility shall be limited to maintaining the above data in a secure area and to notifying the City of any requests for disclosure so long as WDFW retains City's information in WDFW's records. Failure to so label such materials shall be deemed a waiver by the City of any claim that such materials are exempt from disclosure.
4. Disputes. In the event that a dispute arises under this contract, it shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto.
5. Entire Agreement. This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.
6. Governing Law: This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

7. Hold Harmless. Each party to this contract will be assigned, and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. Both parties agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this contract.
8. Independent Capacity. The employees or agents of each party who are engaged in the performance of this contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
9. Nondiscrimination. During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws, regulations and policies.
10. Order of Precedence. In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state laws, regulations and rules; any provision of this Contract; and any document incorporated by reference.
11. Personnel. WDFW Officers performing work under the terms of this Contract shall be under the direct command and control of the Chief of WDFW's Enforcement Program or designee and shall perform duties required under this Contract in a manner consistent with WDFW policy and regulations, and applicable federal, state and local laws. The assignment of WDFW Officers under this Contract shall be at the discretion of the Chief of WDFW's Enforcement Program or designee.
12. Severability. The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.
13. Termination. Either party may terminate this contract upon 30-days' prior written notification to the other party. If this contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination.
14. Waiver. A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original contract.

The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract.

STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

CITY

Signed by:

Marla Clary

10/30/2025 | 4:50 PM PDT

C2F1C7B94ABF417...

Signature

Date

Signature

Date

Marla Clary, Federal Grants Manager

Printed Name and Title

Cassie Franklin, Mayor

Printed Name and Title

Attachments:

Attachment A - Map

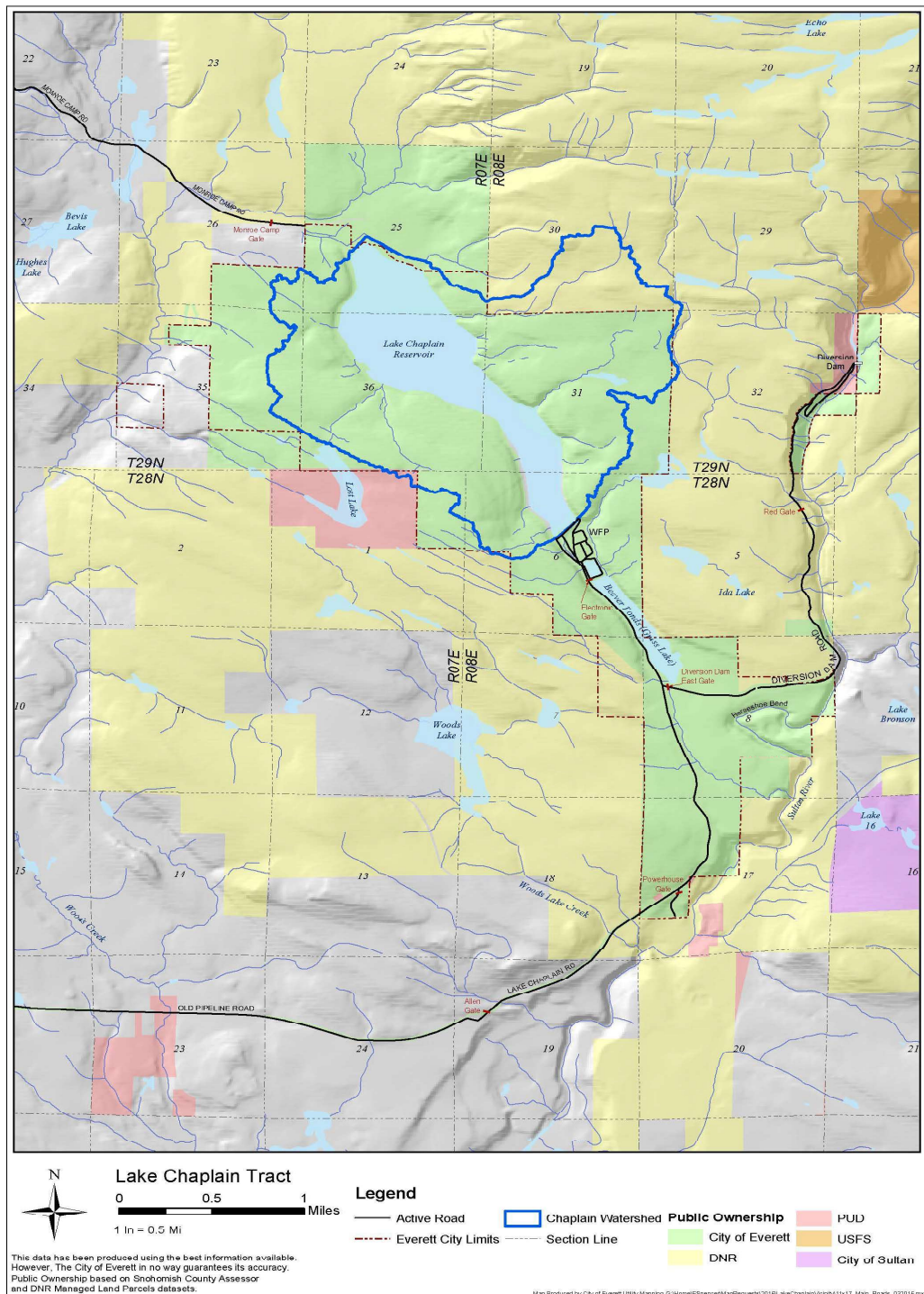
Attachment B – Everett Municipal Code 8.64

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 8/19/2014

Pursuant to EMC 8.64.190 B., I designate WDFW Officers to exercise the authority of peace officers on City-owned property within the corporate boundaries of the City to the extent necessary to enforce EMC Chapter 8.64, which power shall include issuance of citations

Ryan Sass, Director of Public Works

Attachment A - Map



Chapter 8.64

CHAPLAIN TRACT

Sections:

- 8.64.010 Short title.**
- 8.64.020 Purpose.**
- 8.64.030 Definitions.**
- 8.64.040 Area of regulations.**
- 8.64.050 Trespass in Chaplain Tract.**
- 8.64.060 Motor vehicles.**
- 8.64.070 Fires.**
- 8.64.080 Littering.**
- 8.64.090 Illegal dumping.**
- 8.64.100 Animal carcasses.**
- 8.64.110 Abandonment of animals.**
- 8.64.120 Unlawful discharge of firearms.**
- 8.64.125 Drones, unmanned aircraft, model airplanes, and other self-propelled objects.**
- 8.64.130 Trails and markings.**
- 8.64.140 Natural or cultural resources.**
- 8.64.150 Livestock.**
- 8.64.160 Minerals and mining.**
- 8.64.170 Possession of prospecting and mining equipment.**
- 8.64.180 Rescinding privileges.**
- 8.64.190 Enforcement.**
- 8.64.200 Obstructing watershed patrol prohibited.**
- 8.64.210 Making a false or misleading statement to watershed patrol.**
- 8.64.220 Violations.**
- 8.64.230 Other civil remedies.**
- 8.64.240 Hazards and cautions.**
- 8.64.250 Adjacent unincorporated lands.**

8.64.010 Short title.

This shall be known and may be cited as the “Chaplain Tract” chapter. (Ord. 3315-13 § 1, 2013.)

8.64.020 Purpose.

The purpose of this chapter is to protect the public health, safety, and welfare of those residents within the Everett water service area and provide a safe and environmentally sound public access program for the areas of the Chaplain Tract on which it is allowed. Specifically, this chapter seeks to protect public health and safety by regulating human activity located within the city-owned Chaplain Tract. (Ord. 3315-13 § 2, 2013.)

8.64.030 Definitions.

The following words and terms when used in this chapter shall mean as follows, unless a different meaning clearly appears from the context:

“Authorized” means any permitted activity as defined in this chapter or otherwise permitted by the director of public works or his or her designee.

“Chaplain Reservoir watershed boundary” means generally the area of land that collects and discharges runoff into Chaplain Reservoir.

“Chaplain Tract” is the combination of Chaplain Tract North and Chaplain Tract South as described in the areas of regulation below.

“Drones” refers to all types of unmanned aircraft systems (UAS) as defined by the Federal Aviation Administration (FAA) and includes any aircraft that is operated without the possibility of direct human intervention from within or on the aircraft and associated elements.

“Everett water service area” means that area bound generally by Arlington to the north; Granite Falls, Chaplain Reservoir and Sultan to the east; the Snohomish/King County line to the south; and Puget Sound to the west (as specifically delineated in the “Water System Plan Update” [City of Everett 2007]) in which domestic and industrial water is provided by the city of Everett to its customers.

“Model aircraft” refers to unmanned aircraft systems that are used solely for hobby and/or recreational purposes. A model aircraft is capable of sustained flight and must be flown within the visual line of sight of the person operating the aircraft.

“Off-road vehicles (ORVs)” means a non-street registered vehicle when used for recreational purposes on nonhighway roads, trails, or a variety of other natural terrain.

“Off-road vehicles” or “ORV” includes, but is not limited to, all-terrain vehicles, motorcycles, four-wheel drive vehicles, dune buggies, and snowmobiles. The term excludes any military, fire, emergency, or law enforcement vehicle when used for emergency purposes.

“Right-of-way” means the actual property which is publicly dedicated or reserved for road access and for other public purposes such as public utilities.

“Watershed” means, generally, that area of land that collects and discharges runoff into a specific body of water (used synonymously with “drainage basin” or “catchment”). In this case, the Chaplain Reservoir watershed is a smaller component of the larger Sultan River watershed.

“Watershed patrol” means any person designated by the public works director to enforce rules and regulations within city-owned Chaplain Tract property. Such persons shall bear identification reflecting the authority under which they act, which identification shall be shown to any person requesting the same.

“Wheeled all-terrain vehicles (WATVs)” has the same meaning as the definitions contained in Chapters [46.04](#) and [46.09](#) RCW and is incorporated by reference. (Ord. 3778-20 § 2, 2020; Ord. 3315-13 § 3, 2013.)

8.64.040 Area of regulations.

A. This chapter regulates human activity within incorporated, city-owned property known collectively as the Chaplain Tract, which is divided into two separate and distinct areas known as “Chaplain Tract North” and “Chaplain Tract South” as defined by this section. The regulations of this chapter apply to the entire Chaplain Tract except where specifically designated.

B. “Chaplain Tract North” means that incorporated, city-owned land which is not open for public use. It includes the following locations:

1. The entire area within the Chaplain Reservoir watershed boundary.
2. The entire area located north of the electronic gate at the entrance to the city water filtration plant except pedestrian and bicycle travel along T-1250 to Lost Lake south of the Chaplain Reservoir watershed boundary.
3. The area north of the Diversion Dam on the Sultan River.

C. "Chaplain Tract South" means that incorporated, city-owned property which is open to the public for limited recreational uses including hunting and fishing as licensed by the State Department of Fish and Wildlife and subject to the regulations of this chapter. It includes the following locations:

1. The area located south of the electronic gate at the entrance to the city water filtration plant and outside the Chaplain Reservoir watershed.
2. The area south of the Diversion Dam on the Sultan River.
3. Pedestrian and bicycle travel along T-1250 to Lost Lake south of the Chaplain Reservoir watershed boundary. (Ord. 3315-13 § 4, 2013.)

8.64.050 Trespass in Chaplain Tract.

A. *Chaplain Tract North—No Public Access.* No person shall knowingly enter or remain, unless authorized, on lands described as Chaplain Tract North or in or upon Chaplain Reservoir and its shoreline.

B. *Chaplain Tract South—Restricted Public Access.* No person shall knowingly enter or remain, unless authorized, on lands described as Chaplain Tract South between six p.m. and six a.m. every day of the week. The gate located at the south end of Lake Chaplain Road (approximately four miles south of the city filtration plant) will be locked between the hours of six p.m. and six a.m.

C. No person shall land an aircraft on Chaplain Tract including Chaplain Reservoir except as a result of emergency or by permission through prior arrangements with the city.

D. The owner or pilot in command of any aircraft that lands on Chaplain Tract including Chaplain Reservoir shall be strictly liable for the infraction of allowing aircraft trespass on Chaplain Tract and shall be fined up to ten thousand dollars unless the owner can prove by

a preponderance of evidence that the aircraft landed as a result of an emergency or by permission through prior arrangements with the city.

E. Public access areas may be closed at any time for construction, maintenance, security, or other operational necessities. Public access at these times is prohibited and a violation of this section.

F. No person shall knowingly enter or remain, unless authorized, on lands within four hundred feet of the city of Everett Diversion Dam in the Sultan River at river mile 9.5.

G. No person, unless authorized, shall operate a motor vehicle (including motorcycles), off-road vehicle, or wheeled all-terrain vehicle along T-1250 to Lost Lake south of the Chaplain Reservoir watershed boundary. Such use shall be considered unauthorized trespass absent express written permission by the city.

H. Violation of any provisions of this section, except subsection [\(D\)](#) of this section, shall constitute trespass in Chaplain Tract, a gross misdemeanor, as defined by EMC [10.04.080](#). (Ord. 3778-20 § 1, 2020; Ord. 3315-13 § 5, 2013.)

8.64.060 Motor vehicles.

A. Parked vehicles shall not restrict access on roads or to gates. Vehicles restricting access may be impounded and towed at the owner's expense.

B. Motor vehicle access to and use of closed city-owned roads and rights-of-way is limited to authorized vehicles on official business only. Unauthorized vehicles may be impounded and towed at owner's expense.

C. Motorized vehicle usage is restricted to improved roads.

D. Off-road vehicle (ORV) activity is prohibited.

E. Wheeled all-terrain vehicles (WATVs) are prohibited in Chaplain Tract North and South. They shall remain prohibited in Chaplain Tract North and South even if permitted in other areas of the city.

F. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3778-20 § 3, 2020; Ord. 3315-13 § 6, 2013.)

8.64.070 Fires.

All fires are prohibited in the Chaplain Tract other than fires for city-authorized management activities. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3315-13 § 7, 2013.)

8.64.080 Littering.

No person shall leave, deposit, drop, or scatter any bottles, broken glass, ashes, paper, cans, or other rubbish, litter, or refuse in the Chaplain Tract except in a garbage can or other receptacle designated for such purposes. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3315-13 § 8, 2013.)

8.64.090 Illegal dumping.

No person shall deposit household or commercial garbage, trash, refuse, waste, debris, rubbish, or organic matter in any Chaplain Tract garbage receptacle or upon any Chaplain Tract property. Violation of this section shall be a misdemeanor as defined by Section [10.04.080](#). (Ord. 3315-13 § 9, 2013.)

8.64.100 Animal carcasses.

Hunters shall not leave animal carcasses or putrescible material (viscera and skins) on Chaplain Tract property. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3315-13 § 10, 2013.)

8.64.110 Abandonment of animals.

No person shall abandon an animal by intentionally, knowingly, recklessly or with criminal negligence leaving a domesticated animal in the Chaplain Tract. Violation of this section shall be a misdemeanor as defined by Section [10.04.080](#). (Ord. 3315-13 § 11, 2013.)

8.64.120 Unlawful discharge of firearms.

Discharge of firearms is prohibited in the Chaplain Tract except when lawfully hunting in Chaplain Tract South. Discharge of firearms within one-half mile of the electronic gate at the south end of the city of Everett water filtration plant or from, across, or along the maintained portion of city-owned roads and rights-of-way is prohibited at all times. Violation of this section shall constitute unlawful discharge of a firearm in Chaplain Tract, a gross misdemeanor, as defined by Section [10.04.080](#). (Ord. 3315-13 § 12, 2013.)

8.64.125 Drones, unmanned aircraft, model airplanes, and other self-propelled objects.

A. No person shall take off, land, fly over, or operate any radio/remote controlled unmanned aircraft or self-propelled model airplane, glider, car, boat or any model rocket within Chaplain Tract North or Chaplain Tract South except with written authorization from the public works director or his/her designee.

B. Violation of any provision of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3778-20 § 4, 2020.)

8.64.130 Trails and markings.

The public is prohibited from marking new trails, hanging new ribbon, or removing existing ribbon in the Chaplain Tract. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3315-13 § 13, 2013.)

8.64.140 Natural or cultural resources.

The public is prohibited from damaging, destroying, or removing natural or cultural resources from the Chaplain Tract except berry and mushroom picking for personal use. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than five hundred dollars. (Ord. 3315-13 § 14, 2013.)

8.64.150 Livestock.

Horseback riding, and all other livestock, is prohibited in the Chaplain Tract except in limited areas along the Chaplain Road and pipeline right-of-way. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3315-13 § 15, 2013.)

8.64.160 Minerals and mining.

All mineral prospecting and mining is prohibited on or from the Chaplain Tract. Violation of this section shall be a gross misdemeanor as defined by Section [10.04.080](#). (Ord. 3315-13 § 16, 2013.)

8.64.170 Possession of prospecting and mining equipment.

Every person who shall use or have in his/her possession any equipment such as, but not limited to, a pan, sluice box, rocker box, shovel, metal detector, dredge, bucket, or implement adapted, designed, or commonly used for mining or mineral prospecting, under circumstances evincing an intent to use or employ, or allow the same to be used or employed, for mining or mineral prospecting on or from the Chaplain Tract, or knowing that the same is intended to be so used, shall be guilty of illegal possession of prospecting and mining equipment on Chaplain Tract. Violation of this section shall be a gross misdemeanor as defined by Section [10.04.080](#). (Ord. 3315-13 § 17, 2013.)

8.64.180 Rescinding privileges.

Visiting and use privileges may be rescinded for cause or violation of these regulations. (Ord. 3315-13 § 18, 2013.)

8.64.190 Enforcement.

A. It shall be the responsibility of the public works director to enforce all provisions of this chapter (as amended).

B. The public works director and his/her designees shall be empowered to exercise the authority of peace officers on city-owned property within the corporate boundaries of the city to the extent necessary to enforce this chapter, which power shall include issuance of citations.

C. Persons designated as watershed patrol by the public works director to enforce this chapter shall bear identification reflecting the authority under which they act, which identification shall be shown to any person requesting the same. (Ord. 3315-13 § 19, 2013.)

8.64.200 Obstructing watershed patrol prohibited.

A person commits the offense of obstructing the watershed patrol if:

A. He/she intentionally uses or threatens to use force to obstruct a person he/she knows or should reasonably know is a watershed patrol officer and while such watershed patrol officer is performing his/her official duties on city property, within the corporate boundary of the city.

B. He/she intentionally does any act that he/she knows or should reasonably know will interfere with or obstruct a person known to be or who should reasonably be known to be a watershed patrol officer and while such watershed patrol officer is performing his/her official duties within the corporate boundary of the city.

C. Obstructing watershed patrol is a gross misdemeanor as defined by Section [10.04.080](#). (Ord. 3315-13 § 20, 2013.)

8.64.210 Making a false or misleading statement to watershed patrol.

No person shall knowingly make a false or misleading material statement to a watershed patrol officer. "Material statement" means a written or oral statement reasonably likely to be relied upon by a watershed patrol officer in the discharge of his or her official powers or duties. Making a false or misleading statement to a watershed patrol is a gross misdemeanor as defined by Section [10.04.080](#). (Ord. 3315-13 § 21, 2013.)

8.64.220 Violations.

Unless otherwise specified, any violation of this chapter or failure to comply with its mandatory requirements shall be an infraction and may be punished by a penalty of not more than two hundred fifty dollars. Each violation shall be treated as a separate violation. (Ord. 3315-13 § 22, 2013.)

8.64.230 Other civil remedies.

Notwithstanding the enforcement procedures contained in this chapter, the city reserves the right to exercise any other available civil remedies otherwise provided by law including filing for injunctive or other civil relief. (Ord. 3315-13 § 23, 2013.)

8.64.240 Hazards and cautions.

Users seeking access to the Sultan River are advised to proceed with caution. Potentially hazardous natural conditions occur throughout the property, particularly in the vicinity of the Sultan River. Therefore, users proceed at their own risk. Also, river users are advised that the Sultan River may experience sudden increases in flow velocity and depth without warning due to operation of the Jackson Hydroelectric Power Project. For information about Jackson Project operating schedules that could affect river flows, contact the Snohomish County public utility district or refer to www.snopud.com. (Ord. 3315-13 § 24, 2013.)

8.64.250 Adjacent unincorporated lands.

The public works director shall also have the authority to develop rules for public access to city-owned, unincorporated property adjacent to Chaplain Tract. Any rules shall be made available to the public upon request at the department of public works. (Ord. 3315-13 § 25, 2013.)

The Everett Municipal Code is current through Ordinance 4100-25, passed June 11, 2025.

Disclaimer: The City Clerk's Office has the official version of the Everett Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.everettwa.gov](http://www.everettwa.gov)

[Hosted by General Code.](#)

Project title: Capital Improvement Project Planning Software Deployment and Support

Council Bill #

Project: CIP Tool deployment and on-call support

Partner/Supplier: Consor North America, Inc.

Location: NA

Preceding action: Software developed under WO3753, Comprehensive Sewer Plan

Fund: Fund 401 – Water & Sewer Utility

Agenda dates requested:

Briefing

Proposed action

Consent 11/19/25

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

PSA

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

thood@everettwa.gov

Fiscal summary statement:

Expenditure required: \$184,196

PSA will be funded through Fund 401 – Water & Sewer Utility.

Project summary statement:

Work proposed within this scope includes assisting the City in deployment of the Capital Improvement Program (CIP) planning software tool providing on-call technical support of the City's CIP Tool that was developed as part of the 2024 Comprehensive Sewer Plan project. Consor will work with City Staff, including the IT department, to deploy the software to City computing systems, for use by City CIP project managers. Capabilities include scheduling, cost estimating, scoring and ranking over multiple priority categories as well as custom fields and templates. The program is also integrated with GIS to provide project location information.

The planning software database allows for expansion to other types of CIP projects including water, surface water, treatment facilities etc. This software will replace the City's current legacy system of shared files (MS Word, Excel) to track and plan Utility CIP projects.

This Professional Services Agreement (PSA) includes services to assist the City in deployment of the software and 3-years of on-call technical support.

Initialed by:

RLS

Department head

Administration

Council President

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the PSA with Consor North America, Inc. in the amount of \$184,196.



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	Conсор North America, Inc
	600 University Street Suite 300 Seattle, WA 98101
	Adam.Schuyler@consoreng.com
City Project Manager	Amie Campbell
	City of Everett – Public Works 3200 Cedar St Everett, WA 98201
	acampbell@everettwa.gov
Brief Summary of Scope of Work	CIP tool software deployment and 3-years on-call support
Completion Date	December 31, 2028
Maximum Compensation Amount	\$184,196.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Caleb Coville
	(801) 637 0063
	caleb.coville@marsh.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**

CONSOR NORTH AMERICA, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Adam Schuyler

Signer's Email Address:

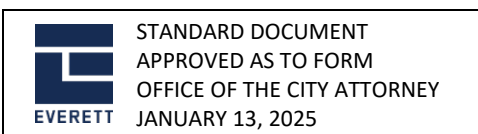
Adam.Schuyler@consoreng.com

Date

Title of Signer: Principal Engineer

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)**

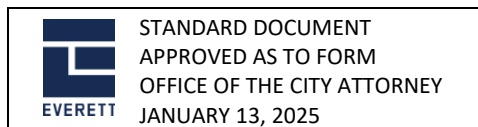


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

EXHIBIT A - DRAFT

SCOPE OF SERVICES

CIP TOOL DEPLOYMENT AND ON-CALL SUPPORT

CITY OF EVERETT, WA

Background

The following Scope of Services has been developed for the Capital Improvements Plan (CIP) Tool Deployment and On-call Support for the City of Everett, Washington City) and Consor North America, Inc. (Consultant).

Work proposed within this scope includes assisting the City in deployment of the CIP tool providing on-call technical support of the City's CIP Tool that was developed as part of the 2024 Comprehensive Sewer Plan project.

Scope of Services

Task 1 - Project Management and Coordination

Objective

Provide overall leadership and team strategic guidance aligned with City objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Kickoff Meeting

Prepare for and lead project kick-off meeting with City staff. Prepare meeting agendas and distribute notes after the meeting.

1.2 Project Coordination

Coordinate with City project manager when support is requested by City staff.

1.3 Invoicing

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

Task Deliverables

- Monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Problems encountered and actions taken for their resolution.
 - Potential impacts to budget shortfalls or optional services.
 - Issues requiring project team action.
- Kickoff Meeting agenda and notes in PDF format.

Assumptions

- Project duration is anticipated to be 36 months following notice to proceed.
- Assume 36 monthly invoices/status reports.

Task 2 – Software Deployment

Objective

Delivery and deployment of the CIP tool software and database to City computer systems.

Activities

- Consor will work with City Staff to deliver and deploy the CIP software to City computing systems.
- Coordinate and work with IT and GIS groups for complete set-up and launch of the software to City computing systems. Provide guidance to City staff on system requirements needed for timely deployment and complete set-up of the CIP tool.
- Assist the City with troubleshooting during deployment of the software.

Task Deliverables

- CIP database and all CIP tool software files
 - The database will include fields for project descriptions and justifications, project classification, and project manager information, provide project phase and scheduling information, and cost estimating, including soft costs and yearly costs across the capital improvement program. The database will include unit costs developed for sewer

projects as part of the 2024 Comprehensive Sewer plan and allows for additional cost information to be added to the database by the user. The CIP tool database can be expanded to include other types of projects like water, storm and streets projects, to be entered into the database by the City using the CIP tool. It also allows scoring and ranking of CIP projects based on multiple priority categories (capacity, health and safety, O&M, risk of failure, consequence of failure etc.). The CIP tool and database also has the capability of creating custom fields and templates.

- The software will allow for project summaries and CIP table reports to be printed directly from the CIP tool.
 - CIP tool software shall be integrated with GIS mapping to provide project location information.
- Instructions to IT for installation, (“runbook”) in pdf format.

Assumptions:

- There will be approximately 12 project manager “users” that will need access to the software, in addition to Software Admin/IT staff. That number may increase or decrease depending on Public Works staffing and expansion of the CIP tool use to other work groups within Public Works department.
- The CIP tool will be hosted on City servers after deployment by Consor.
- The master database is included in the CIP tool.
- System requirements include:
 - Relationship to 3rd Party hardware and software: documentation will be provided as Consor is creating the run book. The City needs to purchase the software prior to installation.
 - Confidentiality: The database will not be shared publicly or to third parties without prior authorization of the City.
 - Intellectual property: Jaspersoft Studio is a paid version and not an open source. They do use open-source libraries. The vendor will support the product since it is purchased and licensed.

Task 3 Technical Support

Objective

Provide on-going technical support for the CIP tool after deployment of the software.

Activities

3.1 Tier 1 Support –Minor Enhancements

Included Services up to 20 hours of work per month:

- Minor enhancements or improvements that do not fundamentally alter the scope or functionality of the software.
- General troubleshooting.

3.2 Tier 2 Support – Major Changes

Major changes include major updates, new features, architectural changes, and significant modifications to the software and are outside of the scope of Tier 1 Support. A budget allowance of up to 100 total hours is included in the fee estimate for Tier 2 Support. Major changes will be defined in a Statement of Work (SOW) to be mutually agreed upon by both parties. A SOW will be drafted for any significant changes, including detailed project specifications, estimated hours, milestones, and anticipated timelines.

Task Deliverables

- Tier 2 Support SOW and fee estimate.
- Documentation of Tier 1 and/or Tier 2 troubleshooting and enhancements.

Assumptions

- The City will get up to 20 hours per month of support and maintenance billed at \$175 per hour starting in 2025 and escalating at 5 percent every January through the duration of the project.
- Billing will occur only for work performed. If there is no request for support or maintenance in a month, the City will not be charged for the 20 hours. Additionally, any unused hours will be available for future use by the City.
- A budget allowance of up to 100 total hours is included in the fee estimate for Tier 2 Support.
- Communication:
 - Support requests must be submitted via email.
 - Responses to Tasks 3.1 and 3.2 will be provided during business hours within 8 business hours of receiving the request Eastern Time. Task 3.2 draft SOW will be provided within five (5) working days of request.

Budget

Payment will be made at the rates shown in Exhibit B and escalated 5 percent in January each calendar year through the duration of the project.

Proposed Project Schedule

Conzor is prepared to start work immediately to assist the City. The services to be provided for this project shall commence upon the City's request for assistance and authorization to proceed. The project duration is assumed to be 36 months after Notice to Proceed.

Extension

The City has an option to extend the Contract Term by one (1) year. The City may exercise this option by PSA amendment no later than the end of the Contract Term.

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
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
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.

CITY OF EVERETT - EXHIBIT B						Date:	15-Sep-25
PROJECT HOURS, EXPENSES AND FEE ESTIMATE							
Labor Category		Direct Salary Hourly Rates, (\$\$.CC)	HOURS FOR EACH TASK (Whole Hours Only)			Total Hours	Cost
			Task 1	Task 2	Task 3		
			PM & Coordination	Software Deployment	Technical Support		
1	Principal in Charge / Contract Manager	\$ 88.50	40			40	\$ 3,540
2	IT	\$ 58.71	20	60	820	900	\$ 52,836
Total Task Hours			60	60	820	940	
Subtotal Direct Salary Cost (DSC), \$			4,714	3,522	48,139		\$ 56,375
Overhead on DSC (Indirect cost) @, %			8,062	6,024	82,332		\$ 96,418
Total Labor Cost, \$			12,776	9,546	130,471		\$ 152,793
Expenses, \$			Task 1	Task 2	Task 3		Expenses
			PM & Coordination	Software Deployment	Technical Support		
8	Per Labor Hr. Tech. Charge	\$ 10.00	600	600	8,200		\$ 9,400
Total Expenses, \$			600	600	8,200		\$ 9,400
TOTAL LABOR AND EXPENSES			13,376	10,146	138,671		\$ 162,193
Subtotal Cost by Task			13,376	10,146	138,671		\$ 162,193
Fee/Profit (as % of Total DSC & Overhead)			1,278	955	13,047		\$ 15,280
Next Year's Labor Escalation*			562	420	5,741		\$ 6,723
TOTAL ESTIMATED COST AND FEE, \$			Task 1	Task 2	Task 3		Total
			PM & Coordination	Software Deployment	Technical Support		
			15,216	11,521	157,459		\$ 184,196

* Next year's labor escalation was calculated assuming 80.00% of the work would be completed next year.

Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no pa

Overall Project Multiplier	2.98
Fee/Profit as a % of DSC Only	27.10%



City Council Agenda Item Cover Sheet

Project title: An Ordinance levying the EMS property taxes for the City of Everett for fiscal year commencing January 1, 2026, on all taxable property, both real and personal, subject to taxation thereon

Council Bill # *interoffice use*

CB 2510-59

Agenda dates requested:

Briefing, Public Hearing &
1st Reading 11/05/25
Briefing, Public Hearing &
2nd Reading 11/12/25
Briefing, Public Hearing &
Action 11/19/25
Ordinance X
Public Hearing
X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2026 EMS Levy Property Tax Ordinance

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 153/Emergency Medical Services

Fiscal summary statement:

The 2026 EMS property tax levy estimate is \$10,414,459.63, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies.

The Ordinance includes a one percent increase in the EMS levy, which equals \$103,113.46.

Project summary statement:

To establish the annual property tax levies for the Emergency Medical Services Fund, City Council must adopt an Ordinance that identifies the levy amount, and both the dollar increase and percentage increase over the prior year's levy. As a matter of practice, we estimate the amounts to be used and ask the Assessor to determine and use the correct rates for property taxes.

Recommendation (exact action requested of Council):

Adopt an Ordinance levying the EMS property taxes for the City of Everett for fiscal year commencing January 1, 2026, on all taxable property, both real and personal, subject to taxation thereon.



ORDINANCE NO. _____

An ORDINANCE levying the Emergency Medical Services property taxes for the City of Everett for fiscal year commencing January 1, 2026, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the Laws of the State of Washington

WHEREAS,

- A.** The City Council of the City of Everett has met and considered its budget for the calendar year 2026.
- B.** The City's actual EMS property tax levy amount from the previous year was \$10,311,346.17.
- C.** The population of the City of Everett is more than 10,000.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That there be, and hereby is, levied upon real and personal property in the City of Everett, subject to taxation thereon, a general property tax for municipal purposes commencing on January 1, 2026, as follows:

EMERGENCY MEDICAL SERVICES

The dollar amount of the increase over the actual levy amount from the previous year shall be \$103,113.46, which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred, and refunds made.

Section 2. That the City Clerk be, and hereby is, directed to certify to the County Assessor a copy of this Ordinance in order that the same be extended upon the general assessment roll of said County, in the same manner and at the same time that the levy for the State and County taxes is extended.

Section 3. That said taxes shall be collected and paid to the City Treasurer at the same time and in the same manner as provided by the laws of the State of Washington relating to collection of taxes in first class cities.

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.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance levying the regular property taxes for the City of Everett for fiscal year commencing January 1, 2026, on all taxable property, both real and personal, subject to taxation thereon

Council Bill # *interoffice use*

CB 2510-61

Agenda dates requested:

Briefing, Public Hearing &
1st Reading 11/05/25
Briefing, Public Hearing &
2nd Reading 11/12/25
Briefing, Public Hearing &
Action 11/19/25
Ordinance X
Public hearing
X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2026 Regular Levy Property Tax Ordinance

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 002/General Fund

Fiscal summary statement:

The 2026 regular property tax levy estimate is \$42,382,111.06, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies.

The Ordinance includes a one percent increase in the regular levy, which equals \$419,624.86.

Project summary statement:

To establish the annual property tax levies for the General Fund, City Council must adopt an Ordinance that identifies the levy amount, and both the dollar increase and percentage increase over the prior year's levy. As a matter of practice, we estimate the amounts to be used and ask the Assessor to determine and use the correct rates for property taxes.

Recommendation (exact action requested of Council):

Adopt an Ordinance levying the regular property taxes for the City of Everett for fiscal year commencing January 1, 2026, on all taxable property, both real and personal, subject to taxation thereon.



ORDINANCE NO. _____

An ORDINANCE levying the regular property taxes for the City of Everett for fiscal year commencing January 1, 2026, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the Laws of the State of Washington

WHEREAS,

- A.** The City Council of the City of Everett has met and considered its budget for the calendar year 2026.
- B.** The City's actual regular property tax levy amount from the previous year was \$41,962,486.20.
- C.** The population of the City of Everett is more than 10,000.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That there be, and hereby is, levied upon real and personal property in the City of Everett subject to taxation thereon, a general property tax for municipal purposes commencing on January 1, 2026, as follows:

REGULAR PROPERTY TAX LEVY

The dollar amount of the increase over the actual levy amount from the previous year shall be \$419,624.86, which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred, and refunds made.

Section 2. That the City Clerk be, and hereby is, directed to certify to the County Assessor a copy of this Ordinance in order that the same be extended upon the general assessment roll of said County, in the same manner and at the same time that the levy for the State and County taxes is extended.

Section 3. That said taxes shall be collected and paid to the City Treasurer at the same time and in the same manner as provided by the laws of the State of Washington relating to collection of taxes in first class cities.

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.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: Adopt an Ordinance appropriating the budget for the City of Everett for the year 2026 in the amount of \$943,828,973.

Council Bill # *interoffice use*

CB 2510-60

Agenda dates requested:

Briefing, Public Hearing,
1st Reading 11/05/25
Briefing, Public Hearing,
2nd Reading 11/12/25
Briefing, Public Hearing,
3rd Reading 11/19/25
Action 11/19/25
Ordinance X

Public hearing

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2026 Original Budget

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: All operating funds

Fiscal summary statement:

The combined aggregate budget totals are:

Estimated Beginning Fund Balance and Revenues	\$943,828,973
Appropriations and Transfers	\$612,755,455
Ending Fund Balances	<u>\$331,073,518</u>
Total	\$943,828,973

Project summary statement:

The attached Ordinance establishes the City of Everett's 2026 Operating Budget. The proposed Ordinance affects all funds that are budgeted annually.

Recommendation (exact action requested of Council):

Adopt an Ordinance appropriating the budget for the City of Everett for the year 2026 in the amount of \$943,828,973.



ORDINANCE NO. _____

An ORDINANCE adopting the 2026 annual budget for the City of Everett, Washington.

WHEREAS,

The City Council has reviewed the proposed budget appropriations and information, which was made available; and approves the appropriation of local, state, and federal funds for the 2026 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The budget for the year 2026 now on file in the office of the City Clerk of the City of Everett in the aggregate amount of \$943,828,973 is hereby adopted, and the totals of estimated revenues and appropriations and transfers, including interfund reimbursements, and the aggregate totals for all such funds combined are as follows:

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
002	General Fund	\$ 192,107,070	\$ 156,707,070	\$ 35,400,000
101	Parks & Community Services	7,039,702	7,039,702	-
110	Library	5,186,037	5,186,037	-
112	Municipal Arts	755,458	755,458	-
114	Conference Center	368,933	368,933	-
119	Street Improvements	3,170,268	3,170,268	-
120	Streets	3,521,811	3,521,811	-
126	Motor Vehicle & Equipment Replacement Reserve	5,991,687	1,290,000	4,701,687
130	Development & Construction Permit Fees	7,122,632	7,051,748	70,884
138	Lodging Tax	1,284,957	784,957	500,000
145	Cumulative Reserve for Real Property Acquisition	1,629,506	746,100	883,406
146	Property Management	6,195,601	2,505,781	3,689,820
148	Cumulative Reserve for Parks	3,620,782	815,724	2,805,058
149	Senior Center Reserve	223,571	222,363	1,208
151	Fund for Animals	1,570,266	827,154	743,112
152	Cumulative Reserve for Library	575,530	246,918	328,612
153	Emergency Medical Services	34,786,633	21,415,423	13,371,210
154	Real Estate Excise Tax	11,144,166	413,142	10,731,024
155	General Government Special Projects	12,417,838	7,562,816	4,855,022
156	Criminal Justice	16,615,338	7,722,907	8,892,431

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
157	Traffic Mitigation	\$ 8,356,270	\$ 2,840,879	\$ 5,515,391
159	Transportation Benefit District	2,014,570	1,600,000	414,570
160	Contingency Reserve - Rainy Day	3,873,676	-	3,873,676
162	Capital Improvement Reserve	34,821,981	18,486,655	16,335,326
171	Affordable & Supportive Housing Sales Tax Credit	1,033,044	-	1,033,044
197	Community Housing Improvement Program	14,255,140	1,101,641	13,153,499
198	Community Development Block Grant Program	1,944,065	1,144,365	799,700
210	Bond Redemption Fund	4,562,655	4,562,655	-
401	Water & Sewer Utility	328,124,067	242,426,268	85,697,799
402	Solid Waste Utility	17,245,116	1,675,013	15,570,103
425	Everett Transit	81,166,448	46,725,591	34,440,857
430	Everpark Garage	1,752,235	1,085,424	666,811
440	Golf	7,678,266	6,358,779	1,319,487
450	Snohomish River Regional Water Authority	10,000	10,000	-
501	Motor Vehicles	12,687,390	9,295,713	3,391,677
503	Self-Insurance	24,883,128	14,309,309	10,573,819
505	Information Technology Reserve	8,315,467	5,959,458	2,356,009
507	Telecommunications	979,288	601,839	377,449
508	Health Benefits Reserve	32,982,623	21,258,554	11,724,069
637	Police Pension	15,323,564	2,015,000	13,308,564
638	Fire Pension	26,492,194	2,944,000	23,548,194
TOTAL CITY BUDGET		\$ 943,828,973	\$ 612,755,455	\$ 331,073,518

Section 2. The above appropriations and transfers will be used by the various departments of the City of Everett as allocated in the 2026 budget.

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.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: Downtown Everett Business Improvement Area Renewal Ordinance (2026–2030)

Council Bill # *interoffice use*

CB 2511-66

Agenda dates requested:

Briefing 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance x

Public hearing

x Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Community Development

Contact person:

Tyler Chism

Phone number:

425-257-7107

Email:

tchism@everettwa.gov

Initialed by:

JW

Department head

Administration

Council President

Project: Renewal and expansion of the Downtown Everett Business Improvement Area for 2026–2030

Partner/Supplier: NA

Location: Downtown Everett. Generally bounded by Broadway, West Marine View Drive, Everett Avenue, and Pacific Avenue, with the proposed expansion to include both sides of Pacific and Everett Avenues

Preceding action: 10/29/25: Resolution No. [8232-25](#), setting this public hearing date

Fund: NA

Fiscal summary statement:

The Downtown Everett Business Improvement Area is funded through property assessments and annual contributions from the City of Everett and Snohomish County. Assessments escalate each year by 3% or CPI (whichever is greater), capped at 5%.

2026 Estimated Revenue:

Funding Source	2026 Estimate	Notes
Current area ratepayers	\$458,653	Current area
Expansion area ratepayers	\$51,596	Added boundary properties
City of Everett	\$128,375	Annual City contribution
Snohomish County	\$78,348	Annual County contribution
Subtotal	\$716,972	
Ratepayer uncollectable (4%)	(\$20,409)	Estimated delinquent/unpaid
Net Total	\$696,563	

Funds are collected by the City and contracted to the Downtown Everett Association for management and service delivery.

Project summary statement:

The ordinance renews and slightly expands the Downtown Everett Business Improvement Area for 2026–2030, continuing enhanced cleaning, maintenance, safety, and beautification services that supplement City operations.

Key updates include rebasing assessment rates to \$0.16 per \$1,000 of assessed value and \$0.11 per land square foot, expanding the boundary to both sides of Pacific and Everett Avenues, and extending the district through 2030.

Recommendation (exact action requested of Council):

Adopt an Ordinance renewing and expanding the Downtown Everett Business Improvement Area for the 2026–2030 term.



ORDINANCE NO. _____

An ORDINANCE Relating to the Downtown Business Improvement Area (BIA), extending the term, modifying the boundaries and special assessment levy, and approving a fire year budget, AMENDING Ordinance No. 3582-17, as amended.

WHEREAS,

- A. The City Council adopted Resolution No. 8232 on October 29, 2025, declaring its intent to extend the Downtown Everett Business Improvement Area (BIA) for five years, modify the special assessment levy and BIA boundaries, and approve a five-year budget, pursuant to Chapter 35.87A RCW; and
- B. As provided in Resolution No. 8232, the City Council held a public hearing on November 19, 2025, in the Everett City Hall Council Chambers, concerning the extension of the term of the Downtown Everett BIA, expansion of the area, and the imposition of special assessments on property (and property owners) within such BIA, prior to the adoption of this Ordinance

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 2 of Ordinance 3582-17, as previously amended by Section 1 of Ordinance 3783-20, is hereby further amended with strikeouts deleted and underlining added.

District Established.

As authorized by Chapter 35.87A RCW, there is hereby established a Downtown Everett Business Improvement Area (BIA) within the following described boundaries (when a street or alley is named, the District boundary is the center line of the right-of-way unless otherwise stated):

Attachment A to Ordinance _____ . This Attachment A includes the entire BIA as established under Ordinance 3582-17 and as expanded under Ordinance 3783-20 and Ordinance _____ .

~~Beginning at the intersection of the centerline of Everett Avenue and the centerline of Broadway Avenue; thence southerly, along the centerline of Broadway Avenue to intersect the centerline of Pacific Avenue; thence westerly, along the centerline of Pacific Avenue to intersect the centerline of West Marine View Drive (formerly known as Norton Avenue); thence northerly, along the centerline of West Marine View Drive to intersect the centerline of Everett Avenue; thence easterly, along the centerline of Everett Avenue to intersect the southerly projected~~

~~centerline of the alley in Block 613, Rucker's First Plat, according to the Plat thereof recorded in Volume 2 of Plats, page 101, records of Snohomish County, Washington; thence northerly, along said projected alley centerline and the centerline of said alley in Blocks 613 and 561, Rucker's First Plat, and continuing northerly along projected alley centerline of Block 561, Plat of the Monitor Addition to Everett according to the Plat thereof recorded in Volume 3~~

~~of Plats, page 49, records of Snohomish County, to intersect the centerline of 25th Street; thence easterly, along the centerline of 25th Street to intersect the northerly projected centerline of the alley in Block 562, Monitor Addition to Everett; thence southerly along said projected alley centerline, and continuing southerly along projected alley centerline in Block 562, Rucker's First Plat, to intersect the centerline of 26th Street; thence easterly along the centerline of 26th Street to intersect with the northerly projected centerline of the alley in Block 611 of said Rucker's First Plat; thence southerly, along said projected alley centerline and the centerline of said alley in Block 611 and its southerly projection to intersect the centerline of Everett Avenue; thence easterly, along the centerline of Everett Avenue to intersect the centerline of Broadway Avenue and said point of beginning.~~

~~Situated in the City of Everett, County of Snohomish, State of Washington.~~

Section 2. Section 5 of Ordinance 3582-17, as previously amended by Section 2 of Ordinance 3783-20 and by Section 1 of Ordinance 3936-23, is hereby further amended as follows, with strikeouts deleted and underlining added:

Levy of Special Assessment.

To finance programs and services authorized in Section 3, there is levied and shall be collected an annual special assessment upon the buildings and other real property within the District (and the owners thereof), as follows:

The annual assessment shall use land square footage and assessed value. Seventy-five percent (75%) of the annual BIA revenue shall be based on land square footage of each individual property within the geographical limits of the BIA and twenty-five percent (25%) of the annual BIA revenue shall be based on the assessed value of each individual property within the geographical limits of the BIA.

The amount of the 2021 annual assessment for each property shall be \$0.14 per \$ 1,000 of assessed value per the Snohomish County Assessor, plus \$0.09 per land square foot. With the exception of Snohomish County property, the amount of the 2022 assessment shall be based on the previous year's assessment amount for each property and multiplied by either 3%, or multiplied by the June-to-June percent change in the Consumer Price Index— Urban (CPI- U) for the Seattle, Tacoma, Bellevue area, whichever is greater. The amount of each of the 2023, 2024, and 2025 assessments shall be based on the previous year's assessment amount for each property multiplied by either (A) one plus the June-to-June percent change in the Consumer

Price Index—Urban (CPI-U) for the Seattle, Tacoma, Bellevue, with such percent change capped at five percent or (B) one plus three percent, whichever of (A) and (B) is greater.

The amount of the 2026 annual assessment for each property shall be \$0.16 per \$ 1,000 of assessed value per the Snohomish County Assessor, plus \$0.11 per land square foot. The amount of each of the 2027, 2028, 2029, and 2030 assessments shall be based on the previous year's assessment amount for each property multiplied by either (A) one plus the June-to-June percent change in the Consumer Price Index—Urban (CPI-U) for the Seattle, Tacoma, Bellevue, with such percent change capped at five percent or (B) one plus three percent, whichever of (A) and (B) is greater.

Properties which have already had levied upon them an assessment up to July 1, 2018, under the old BIA established under Ordinance No. 2842- 05, or levied an assessment for those properties partially within that old BIA, shall be assessed only at a pro- rated amount such that they will not be double- assessed up to July 1, 2018. Transfer of assets and assumption of liabilities for the BIA established under Ordinance No. 2842- 05 to the BIA established under this ordinance is detailed in Section 22 herein."

Section 3. Section 13 of Ordinance 3582-17, as previously amended by Section 4 of Ordinance 3783-20, is hereby further amended as follows, with strikeouts deleted and underlining added:

Approval of Expenditures/Contract for Program Management.

The purposes, activities, services, and projects to be funded with the special assessment proceeds for the five years beginning January 1, ~~2021~~ 2026, through December 31, ~~2025~~ 2030, and the five year budget as set forth in Attachment A B to this Ordinance _____, are hereby approved. There is hereby appropriated and authorized to be expended from the District Fund the sum of ~~\$520,646 in 2021, \$536,265 in 2022, \$552,353 in 2023, \$568,924 in 2024, and \$585,992 in 2025~~ \$696,563 in 2026, \$717,460 in 2027, \$738,984 in 2028, \$761,153 in 2029, and \$783,988 in 2030, provided that Snohomish County extends its Agreement with the City to participate in the BIA each year through ~~2025~~ 2030; or so much thereof as may be necessary, for the purposes, activities, services, and projects approved for each of the next five BIA fiscal years (January 1, ~~2021~~ 2026, through December 31, ~~2025~~ 2030). If Snohomish County does not extend its Interlocal Agreement with the City to participate in the BIA at any point through ~~2025~~ 2030, a modified proposed budget shall be brought before Council for approval. Unless otherwise authorized by the City, the total amount to be specially assessed and expended in subsequent years shall be as set forth in the budget approved by the City. The particular program and services to be provided for each subsequent period and the amount of funding thereof shall be as approved by ordinance of the City Council after notice and hearing as provided by Section 12. The Mayor is hereby authorized and directed to contract with the Downtown Everett Association, or similar organization, to administer funds for the approved purposes, activities, services, and projects for the first year. Thereafter the City may continue each year to contract with the Downtown Everett Association or similar organization to administer the forthcoming annual program, unless a suitable successor organization is recommended by (a) a majority of the votes of

the ratepayers at their annual meeting weighed by the dollar value of their assessments, (b) a petition signed by ratepayers paying the majority of the assessments, or(c) by the association itself.

Section 4. The following is provided for reference and may not be complete:

Section of this Ordinance	Previous Ordinance History
1	(Ord. 3582-17 § 2, 2017; Ord. 3783-20, § 1, 2020.)
2	(Ord. 3582-17 § 5, 2017; Ord. 3783-20, § 2, 2020; Ord. 3936-23, § 1, 2023.)
3	(Ord. 3582-17 § 13, 2017; Ord. 3783-20, § 4, 2020.)

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.

Section 9. This Ordinance is effective January 1, 2026.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



ATTACHMENT A

LEGAL DESCRIPTION OF BIA

Beginning at the intersection of the centerline of Everett Avenue and the centerline of Broadway Avenue; thence southerly, along the centerline of Broadway Avenue to a intersect with a line projected from the southern boundary of Lot 19, Block 741, Plat of The Everett Land Company's First Addition to Everett, according to the Plat thereof recorded in Volume 3, Page 20 Plats, Records of Snohomish County;

Thence westerly to the southeast corner of Lot 19, Block 741 of said Plat; thence continuing westerly to the southwest corner of said Lot 19; thence northerly along the western boundary of the north-south alley in Block 741 to a point of intersection with the southern boundary of Lot 25, Block 741; thence westerly to the southwest corner of Lot 30, Block 741 of said Plat;

Thence continuing westerly to the southeast corner of Lot 21, Block 740 of said Plat; thence continuing westerly to the southwest corner of Lot 30, Block 740 of said Plat;

Thence continuing westerly to the southeast corner of Lot 21, Block 739 of said Plat; thence continuing westerly to the southwest corner of Lot 30, Block 739 of said Plat;

Thence continuing westerly to the southeast corner of Lot 28, Block 738, Plat of Everett, according to the Plat thereof recorded in Volume 3, Page 32 of Plats, Records of Snohomish County; thence continuing westerly to the southwest corner of Lot 32, Block 738; thence continuing westerly to the southeast corner of Lot 1, Block 738; thence continuing southerly to the southeast corner of Lot 9, Block 738; thence continuing westerly to the southwest corner of said Lot 9, Block 738 of said Plat;

Thence continuing westerly to the southeast corner of Lot 24, Block 737 of said Plat; thence continuing westerly to the southwest corner of Lot 24, Block 737; thence northerly to the southwest corner of Lot 32, Block 737; thence westerly to the southeast corner of Lot 5, Block 737; thence continuing westerly to the southwest corner of Lot 5, Block 737; thence northerly to the southwest corner of Lot 4, Block 737 of said Plat;

Thence westerly to the southeast corner of Lot 29, Block 736 of said Plat; thence westerly to the southwest corner of Lot 29, Block 736; thence continuing westerly along a line projected from the southern boundary of Lot 29, Block 736 to a point intersecting with the western boundary of the north-south alley in Block 736; thence southerly along the western boundary of the north-south alley in Block 736 to the southeast corner of Lot 1, Block 736; Thence westerly to the southwest corner of Lot 5, Block 736 of said Plat;

Thence westerly to the southeast corner of Lot 28, Block 735 of said Plat; thence southerly to the southeast corner of Lot 17, Block 735; thence westerly to the southwest corner of Lot 16, Block 735; thence northerly to the southwest corner of Lot 6, Block 735 of said Plat;

Thence westerly to the southeast corner of Lot 27, Block 734 of Plat of Everett Division H, according to

the Plat thereof recorded in Volume 4, Page 50 of Plats, Records of Snohomish County; thence continuing westerly to the southwest corner of Lot 27, Block 734; thence northerly to the southwest corner of Lot 28, Block 734; thence westerly to the southeast corner of Lot 1, Block 734; thence westerly to the southwest corner of Lot 5, Block 734; thence northerly along the western boundary of Block 734 to a point lying 44 feet south of the northwest corner of Lot 5, Block 734 of said Plat;

Thence westerly to a point lying 44 feet south of the northeast corner of Lot 28, Block 733 of said Plat; thence continuing westerly to a point lying 44 south of the northern boundary of Block 733 and 16 feet west of the eastern boundary of Lot 30, Block 733; thence southerly to the northern boundary of Lot 27, Block 733 at a point lying 16 feet west of the eastern boundary of Lot 30, Block 733; thence westerly to the southwest corner of Lot 32, Block 733; thence continuing westerly to the southeast corner of Lot 1, Block 733; thence continuing westerly to a point on the southern boundary of Lot 3, Block 733 lying 12 feet west of the eastern boundary of said Lot 3; thence northerly for a distance of 59.5 feet along a line lying 12 feet west of the eastern boundary of Lot 3, Block 733; thence westerly along a line lying 59.5 feet south of the northern boundary of Block 733 of said Plat and continuing westerly along the projection of said line to intersect with the centerline of Norton Avenue;

Thence northerly along the centerline of Norton Avenue and continuing northerly along the centerline of West Marine View Drive (formerly known as Norton Avenue); to a point of intersection with a line projected from the northern boundary of Lot 13 in Block 616 of Plat of Everett Division G, according to the Plat thereof recorded in Volume 4, Page 41 of Plats, Records of Snohomish County, said point of intersection lying approximately 75 feet north of the northern boundary of Everett Avenue;

Thence easterly to the northwest corner of Lot 13, Block 616 of said Plat; thence continuing easterly to the northeast corner of Lot 13, Block 616; thence southerly to a point lying 12 feet north of the southeast corner of Lot 13, Block 616 of said Plat; thence easterly to a point lying 7 feet north of the northwest corner of Lot 17, Block 616 of Plat of Everett, according to the Plat thereof recorded in Volume 3, Page 32 of Plats, Record of Snohomish County; thence continuing easterly for a distance of 25 feet along a line lying 7 feet north of the north boundary of Lot 17, Block 616; thence southerly for a distance of 16 feet along a line lying 25 feet east of the eastern boundary of the north-south alley in Block 616; thence easterly to a point lying 16 feet north of the southeast corner of Lot 17, Block 616 of said Plat;

Thence continuing easterly to a point lying 16 feet north of the southwest corner of Lot 14, Block 615 of said Plat; thence northerly to the northwest corner Lot 14, Block 615; thence easterly to the northeast corner of Lot 14, Block 615; thence continuing easterly to the northwest corner of Lot 17, Block 615; thence northerly along the eastern boundary of the north-south alley in Block 615 to a point lying 3 feet south of the northwest corner of Lot 19, Block 615; thence easterly for a distance of 20 feet along a line lying 3 feet south of the northern boundary of Lot 19, Block 615; thence southerly along a line lying 20 feet to the east of the western boundary of Lot 19, Block 615 to the point of intersection with the northern boundary of Lot 17, Block 615; thence easterly to the northeast corner of Lot 17, Block 615 of said Plat;

Thence continuing easterly to the northwest corner of Lot 14 in Block 614 of Rucker's First Plat, according to the Plat thereof recorded in Volume 2 of Plats, page 101 of Plats, Records of Snohomish County; thence continuing easterly to the northeast corner of Lot 14, Block 614 of said Plat; thence continuing easterly to

the northwest corner of Lot 19, Block 614; thence northerly to the northwest corner of Lot 24, Block 614; thence easterly to the northeast corner of Lot 24, Block 614; thence southerly to the northeast corner of Lot 22, Block 614;

Thence easterly to the northeast corner of Lot 11, Block 613 of said Plat; thence easterly, along the northern boundary of Lot 11, Block 613 and continuing easterly along a line projected from northern boundary of Lot 11 to intersect with the projected centerline of the north-south alley in Block 613; thence northerly, and continuing along the projected centerline of said alley in Blocks 613 and 561, of said Plat; thence continuing northerly along projected alley centerline of Block 561, Plat of the Monitor Addition to Everett according to the Plat thereof recorded in Volume 3 of Plats, page 49 of Plats, to intersect the centerline of 25th Street; thence easterly, along the centerline of 25th Street to intersect the northerly projected centerline of the alley in Block 562, of said Plat; thence southerly along said projected alley centerline;

Thence continuing southerly along the projected alley centerline in Block 562 of said Plat, to intersect the centerline of 26th Street; thence easterly along the centerline of 26th Street to intersect with the northerly projected centerline of the alley in Block 611 of said Plat;

Thence southerly, along said projected alley centerline to the point of intersection with a line projected from the northern boundary of Lot 26, Block 611; thence easterly to the northwest corner of Block 26, Block 611; thence continuing easterly to the northeast corner of Block 26, Lot 611; thence southerly to the southeast corner of Lot 21, Block 611;

Thence easterly to the northwest corner of Lot 13, Block 610 of Plat of Everett, according to the Plat thereof recorded in Volume 3, Page 32 of Plats, Records of Snohomish County; thence continuing easterly to the northeast corner of Lot 13, Block 610 of said Plat; thence continuing easterly to the northwest corner of Lot 18, 610; thence continuing easterly to the northeast corner of Lot 18, Block 610 of said Plat;

Thence continuing easterly to the northwest corner of Lot 13, Block 609 of said Plat; thence continuing easterly to the northeast corner of Lot 13, Block 609; thence continuing easterly to the northwest corner of Lot 18, Block 609; thence northerly to the a point lying 12.5 feet south of the northwest corner of Lot 20, Block 609; thence easterly to a point lying 12.5 feet south of the northeast corner of Lot 20, Block 609 of said Plat;

Thence continuing easterly to a point lying 12.5 feet south of the northwest corner of Lot 11, Block 608 of said Plat; thence northerly to the northwest corner of Lot 6, Block 608; thence easterly to the northeast corner of Lot 6, Block 608; thence southerly to the southeast corner of Lot 6, Block 608; thence easterly to the northwest corner of Lot 24, Block 608; thence continuing easterly to the northeast corner of Lot 24, Block 608; thence continuing easterly along a line projected from the northern boundary of Lot 24, Block 608 of said Plat to intersect the centerline of Broadway Avenue; thence southerly along the centerline of Broadway Avenue to the point of beginning.

Situated in the City of Everett, County of Snohomish, State of Washington.

ATTACHMENT B
Downtown Everett Business Improvement Area
2026-2030 Program Budget

2026 Program Budget

Clean & Safe Maintenance Program	\$536,565
Economic Development and Public Realm	\$61,217
Marketing and communications	\$45,119
Administration & Professional Services	\$53,662
Total expenses	\$696,563

The 2026 total assessment of \$696,563 includes \$510,249 from ratepayers, \$128,375 from the City of Everett, and \$78,348 from Snohomish County. An allowance for uncollectable assessments equivalent to four percent (4%) of ratepayer assessments is included. For the period 2027 through 2030, annual program budgets shall include an inflationary adjustment of three percent (3%) per year. The actual annual adjustment shall be based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), or three percent (3%), whichever is greater, not to exceed five percent (5%).

2027 Program Budget

Clean & Safe Maintenance Program	\$552,662
Economic Development and Public Realm	\$63,054
Marketing and communications	\$46,473
Administration & Professional Services	\$55,272
Total expenses	\$717,460

2028 Program Budget

Clean & Safe Maintenance Program	\$569,242
Economic Development and Public Realm	\$64,945
Marketing and communications	\$47,867
Administration & Professional Services	\$56,930
Total expenses	\$738,984

2029 Program Budget

Clean & Safe Maintenance Program	\$586,319
Economic Development and Public Realm	\$66,893
Marketing and communications	\$49,303
Administration & Professional Services	\$58,638
Total expenses	\$761,153

2030 program Budget

Clean & Safe Maintenance Program	\$603,909
Economic Development and Public Realm	\$68,900
Marketing and communications	\$50,782
Administration & Professional Services	\$60,397
Total expenses	\$783,988





City Council Agenda Item Cover Sheet

Project title: An Ordinance creating a Special Improvement Project entitled "Evergreen Way Drainage Improvements" Fund 336, Program 051.

Council Bill # *interoffice use*

CB 2511-63

Agenda dates requested:

Briefing

Proposed action 11/12/25

Proposed action 11/19/25

Consent

Action 12/03/25

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:

RLS

Department head

Administration

Council President

Project: Evergreen Way Drainage Improvements

Partner/Supplier: N/A

Location: 75th Street to Madison Street

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 \$7,500,000.

Project summary statement:

The project will address flooding on Evergreen Way between approximately 75th Street and Madison Street. As part of the work, problematic existing catch basins in the drive lane will be removed/abandoned and the new collection system will be in the gutter line outside of the wheel track. Sidewalk, curb and roadway pavement will be restored to match existing configuration.

This work is required to be completed before a future anticipated pavement maintenance overlay project.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Evergreen Way Drainage Improvements" Fund 336, Program 051.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Evergreen Way Drainage Improvements” Fund 336, Program 051, to accumulate all costs for the improvement.

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 051, entitled “Evergreen Way Drainage 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 \$7,500,000 is hereby appropriated to Fund 336, Program 051, “Evergreen Way Drainage Improvements” as follows:

A. Estimated Project Design & Construction Costs	\$ 7,500,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$ 7,500,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance Vacating the Remaining Alleys in the Block Bounded by Rockefeller Avenue on the West, Oakes Avenue on the East, Pacific Avenue on the North, and 32nd Street on the South

Council Bill # *interoffice use*

CB 2511-64

Agenda dates requested:

1st Reading 11/19/25
Proposed action 12/03/25
Action 12/10/25

Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Map Exhibit
Ordinance

Department(s) involved:

Parks and Facilities
Real Property
Public Works
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Alley Right-of-Way Vacation Ordinance

Partner/Supplier: Petitioners abutting the alleys proposed for vacation

Location: 3100 Block between Rockefeller and Oakes Avenues

Preceding action: [Resolution 8215](#), 10/22/25 Public Hearing

Fund: 145 Real Property Acquisition

Fiscal summary statement:

Compensation equal to the full appraised value of the vacated right-of-way is required. The appraised value is \$850,000.

Project summary statement:

On September 24, 2025, City Council adopted Resolution 8215 setting a public hearing date of October 22, 2025, to hear and determine the petition for the remaining alleys in the block bounded by Rockefeller Avenue on the west, Oakes Avenue on the east, Pacific Avenue on the north, and 32nd Street on the south.

After holding the public hearing and receiving public comments, City Council determined that the public interest would best be served by granting the petition and vacating the alley rights-of-way. The proposed Ordinance provides for said vacation.

Recommendation (exact action requested of Council):

Adopt an Ordinance vacating the remaining alleys in the block bounded by Rockefeller Avenue on the west, Oakes Avenue on the east, Pacific Avenue on the north, and 32nd Street on the south.



ORDINANCE NO. _____

An ORDINANCE providing for the vacation of the remaining alleys in the block bounded by Rockefeller Avenue on the west, Oakes Avenue on the east, Pacific Avenue on the north, and 32nd Street on the south.

WHEREAS,

- A. The abutting landowners (the "Petitioners") have petitioned for the vacation of certain rights of way in the City.
- B. The City Council, by Resolution No. 8215, established October 22, 2025, as the date of the public hearing.
- C. After holding the public hearing, the City Council determined that the public interest would best be served by granting the petition and vacating the rights of way as provided for in this Ordinance, subject to the terms and conditions set forth below.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1.

The following described rights of way:

All that portion of the east/west alley lying northerly of Lot 20 and southerly of Lots 21 through 26 inclusive, in Block 739 of Everett Land Company's First Addition to Everett, according to the plat thereof recorded in Volume 3 of Plats, pages 20 through 20A, records of Snohomish County, Washington, more particularly described as follows;

Together with all that portion of the north/south alley lying easterly of Lots 1 through 10 and lying westerly of Lots 11 through 20, inclusive, in said Block 739 of Everett Land Company's First Addition to Everett. All situate in the City of Everett, County of Snohomish, State of Washington.

are hereby vacated as of the effective date of this Ordinance, subject to the following terms and conditions:

- A. The City shall not be responsible nor liable for storm drainage runoff resulting from existing drainage patterns as established on City rights of way that may currently, or in the future, go over, under or across the vacated rights of way.

- B. All City improvements within the vacated rights-of-way are the property of the Petitioner(s) on a strictly AS-IS basis.

Section 2.

The Petitioners must compensate the City an amount equal to one hundred percent the appraised value determined by the City of the entire area described in Section 1 to be vacated by this Ordinance. The Petitioners shall have one-hundred eighty (180) days following the date this Ordinance becomes valid under the City Charter to pay this amount in full. The effective date of this Ordinance is governed as follows:

- A. If the Petitioners make payment-in-full by the end of the one-hundred eighty (180) days, then this Ordinance shall become effective (1) fifteen days after the date the Ordinance become valid or (2) the date of payment-in-full, whichever of (1) and (2) is later.
- B. If the Petitioners fail to make payment-in-full by the end of the one-hundred eighty (180) days, then this Ordinance and vacation hereunder shall be null and void and shall never become effective.

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.

Section 7.

After this Ordinance becomes effective, a certified copy shall be recorded within the Snohomish County Auditor's Office.

Section 8.

All moneys derived from the vacation of the herein described rights of way shall be deposited into the Real Property Acquisition Fund 145 and any use of such moneys shall be consistent with Resolution No. 7397.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE:* _____

*governed by Section 2 above

Pacific Ave

NORTH

Jackson House
Senior Community

Previously Vacated
Alley

Rockefeller Ave

Oakes Ave

Consolidated
Development Site
Approx. 1.95 Acres

Proposed Alley
Vacation
Approx. 9445 SF



City Council Agenda Item Cover Sheet

Project title: An Ordinance Creating a Special Improvement Project Entitled Animal Shelter Fire Sprinkler Main Distribution Repair

Council Bill #

CB 2511-65

Agenda dates requested:

Briefing

1st Reading 11/19/2025

2nd Reading 12/03/2025

Consent

Action 12/10/2025

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Animal Shelter Fire Sprinkler Main Distribution Repair

Partner/Supplier: Fire Protection Inc.

Location: 333 Smith Island Rd, Everett

Preceding action: None

Fund: Fund 342, Program 046 (CIP-1)

Fiscal summary statement:

The proposed Ordinance will provide funding for necessary repairs to the Animal Shelter Fire Sprinkler Distribution System. The source of the funds for the project is CIP-1. Total cost for the project is estimated at \$125,000.

Project summary statement:

The Animal Shelter Fire Sprinkler Distribution System is in need of repair. Facilities has made numerous temporary repairs to keep the system functioning over the last couple of years, but in order to maintain long term occupational and building function a major repair is needed. This project will replace the main distribution pipeline for the fire sprinkler system that runs throughout the building to supply the system with water in the case of a fire.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Animal Shelter Fire Sprinkler Main Distribution Repair", Fund 342, Program 046, to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special improvement project entitled “Animal Shelter Fire Sprinkler Main Distribution Repair”, Fund 342, Program 046, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain City infrastructure.
- B.** The City Council recognizes that the Animal Shelter fire sprinkler distribution system is in need of capital repair.
- C.** The City Council recognizes that these repairs are of a building life safety nature and are required to maintain safe operation of the Animal Shelter.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 342, Program 046 and shall be entitled “Animal Shelter Fire Sprinkler Main Distribution Repair” to accumulate all costs for the project.

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 342, Program 046 for the special improvement project.

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

Section 4. The sum of \$125,000 is hereby appropriated to Fund 342, Program 046, “Animal Shelter Fire Sprinkler Main Distribution Repair” as follows:

A. Use of Funds		
	<u>Fire Sprinkler Main Distribution Repair</u>	<u>\$125,000</u>
	Total	\$125,000
B. Source of Funds		
	<u>CIP-1</u>	<u>\$125,000</u>
	Total	\$125,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a special improvement project entitled "20th St CIPP Sewer Lining" Fund 336, Program 038, as established by Ordinance No. 4016-24.

Council Bill # *interoffice use*

CB 2511-67

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 20th St CIPP Sewer Lining

Partner/Supplier:

Location: Citywide

Preceding action: [Ordinance No. 4016-24, approved 4/24/24](#)

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

Ordinance No. 4016-24 appropriated \$2,895,000 in funds to Fund 336, Program 038 for the improvements.

The design and construction phases of this project were completed at a cost of \$2,460,595.

Project summary statement:

This project encompassed the rehabilitation of aging sewer mains, and sewer manholes, along 20th Street and in multiple locations in the area of East Marine View Drive. Approximately 3,300 feet of pipe and 26 manholes was rehabilitated using trenchless construction methods.

The project has been completed, all necessary replacements and upgrades have been installed.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "20th St CIPP Sewer Lining" Fund 336, Program 038, as established by Ordinance No. 4016-24.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “20th St CIPP Sewer Lining” Fund 336, Program 038, as established by Ordinance No. 4016-24.

WHEREAS,

- A.** The special improvement project entitled “20th St CIPP Sewer Lining” Fund 336, Program 038, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “20th St CIPP Sewer Lining” Fund 336, Program 038, as established by Ordinance No. 4016-24 be closed.

Section 2. That the final expenses and revenues for the “20th St CIPP Sewer Lining” Fund 336, Program 038 are as follows:

A. Expense	
Design and Construction	<u>\$2,460,595</u>
Total Expenses	\$2,460,595
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$2,460,595</u>
Total Funds	\$2,460,595

Section 3. There are no financial transactions remaining.

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "3rd Avenue WQ Treatment" Fund 336, Program 029, as established by Ordinance No. 3876-22.

Council Bill # *interoffice use*

CB 2511-68

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RS

Department head

Administration

Council President

Project: 3rd Avenue WQ Treatment

Partner/Supplier: WA State Department of Ecology

Location: 3rd Avenue SE

Preceding action: [Ordinance 3876-22, approved on 5/25/22](#)

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

Ordinance No. 3876-22 appropriated \$1,365,000 in funds to Fund 336, Program 029 for the project with \$714,750 from a Washington State Department of Ecology grant and local matching funds of \$650,250.

The design and construction phases of this project were completed at a cost of \$913,552 with a remaining balance transfer of \$451,448 for total costs of \$1,365,000.

Project summary statement:

This project improved water quality in North Creek through the installation of a water quality treatment device on 3rd Avenue SE north of Everett Mall Way. The device treats runoff from approximately 45 acres.

The project has been completed, all necessary replacements and upgrades have been installed.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "3rd Avenue WQ Treatment" Fund 336, Program 029, as established by Ordinance No. 3876-22.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “3rd Avenue WQ Treatment” Fund 336, Program 029, as established by Ordinance No. 3876-22.

WHEREAS,

- A.** The special improvement project entitled “3rd Avenue WQ Treatment” Fund 336, Program 029, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “3rd Avenue WQ Treatment” Fund 336, Program 029, as established by Ordinance No. 3876-22 be closed.

Section 2. That the final expenses and revenues for the “3rd Avenue WQ Treatment” Fund 336, Program 029 are as follows:

A. Expense	
Design and Construction	\$ 913,552
Remaining Balance Transfer to Fund 401	<u>451,448</u>
Total Expenses	\$1,365,000
 B. Source of Funds	
WA State Department of Ecology Grant	<u>\$ 714,750</u>
Fund 401 – Water/Sewer Utility Fund	<u>650,250</u>
Total Funds	\$1,365,000

Section 3. There are no financial transactions remaining.

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Beverly Lake WQ Retrofit" Fund 336, Program 040, as established by Ordinance No. 3966-23.

Council Bill # *interoffice use*

CB 2511-69

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RS

Department head

Administration

Council President

Project: Beverly Lake Water Quality Retrofit

Partner/Supplier: WA State Department of Ecology

Location: Beverly Lake

Preceding action: [Ordinance No. 3966-23, approved 8/16/23](#)

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

Ordinance No. 3966-23 appropriated \$1,500,000 in funds to Fund 336, Program 040 for the project with \$645,000 from a Washington State Department of Ecology grant and local matching funds of \$855,000.

The design and construction phases of this project were completed at a cost of \$1,402,690. An additional balance transfer of \$123,948 back to Fund 401 brings the total project expenses to \$1,526,638.

This Ordinance, if approved, will amend the budget for the improvements by adding an additional \$26,638 in grant revenue, increasing expenditure authority by the same amount and closing the project.

Project summary statement:

This project will improve water quality in Beverly Lake through installation of General Use Level Designation (GULD) approved stormwater treatment devices on the City of Everett storm sewer system near discharge points to Beverly Lake. This project will also provide treatment for total suspended solids (TSS).

The project has been completed, all necessary replacements and upgrades have been installed.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Beverly Lake WQ Retrofit" Fund 336, Program 040, as established by Ordinance No. 3966-23.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Beverly Lake WQ Treatment Retrofit” Fund 336, Program 040, as established by Ordinance No. 3966-23.

WHEREAS,

- A.** The special improvement project entitled “Beverly Lake WQ Treatment Retrofit” Fund 336, Program 040, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Beverly Lake WQ Treatment Retrofit” Fund 336, Program 040, as established by Ordinance No. 3966-23 be closed.

Section 2. That the final expenses and revenues for the “Beverly Lake WQ Treatment Retrofit” Fund 336, Program 040 are as follows:

A. Expense

Design and Construction	\$ 1,402,690
Remaining Balance Transfer to Fund 401	<u>123,948</u>
Total Expenses	\$ 1,526,638

B. Source of Funds

WA State Department of Ecology Grant	\$ 671,638
Fund 401 – Water/Sewer Utility Fund	<u>855,000</u>
Total Funds	\$ 1,526,638

Section 3. There are no financial transactions remaining.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled “Evergreen Pump Station Upgrades” Fund 336, Program 007, as established by Ordinance No. 3850-21.

Council Bill # *interoffice use*

CB 2511-70

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Evergreen Pump Station Upgrades

Partner/Supplier:

Location: Reservoir #3 6001 Evergreen Way

Preceding action: [Ordinance 3850-21, approved on 12/15/2021](#)

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

Ordinance No. 3850-21 appropriated \$6,185,000 in local funds to Fund 336, Program 007 for the project.

The design and construction phase of this project was completed at a cost of \$5,594,872.

Project summary statement:

The Evergreen Pump Station is a critical component of the City’s water transmission and distribution system. The 1960’s era pump station transfers water to Reservoir #6 in pressure zones 650 and 715, which serve the residents and industries within South Everett including Boeing. The portion of the structure that housed the pump station electrical components was undersized, resulting in a workspace which did not meet current building, worker safety, electrical and seismic codes. In addition, the electrical equipment and systems within the pump station needed to be replaced and upgraded.

The project has been completed, and all necessary replacements and upgrades have been installed.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled “Evergreen Pump Station Upgrades” Fund 336, Program 007, as established by Ordinance No. 3850-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Evergreen Pump Station Upgrades” Fund 336, Program 007, as established by Ordinance No. 3850-21.

WHEREAS,

- A.** The special improvement project entitled “Evergreen Pump Station Upgrades” Fund 336, Program 007, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Evergreen Pump Station Upgrades” Fund 336, Program 007, as established by Ordinance No. 3850-21 be closed.

Section 2. That the final expenses and revenues for the “Evergreen Pump Station Upgrades” Fund 336, Program 007 are as follows:

A. Expense	
Design and Construction	<u>\$5,594,872</u>
Total Expenses	\$5,594,872
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$5,594,872</u>
Total Funds	\$5,594,872

Section 3. There are no financial transactions remaining.

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Fund 145 Non-Motorized Improvements" Fund 303, Program 118, as established by Ordinance No. 3739-20.

Council Bill # *interoffice use*

CB 2511-71

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Fund 145 Non-Motorized Improvements

Partner/Supplier: N/A

Location: Four separate locations (see description below)

Preceding action: [Ordinance 3739-20, approved on 3/15/2020](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3739 appropriated \$1,190,000 to Fund 303, Program 118 for the project, which the source of funds included all local funds.

The project was completed at a cost of \$749,052 and a balance transfer to Fund 145 – Street and Alley Vacation Fund in the amount of \$440,948. Total expenses for the project inclusive of the transfer out is \$1,190,000.

Project summary statement:

This project completed the following non-motorized improvements:

- Added 350 feet of sidewalk at 16th Street and Chestnut Street to provide contiguous pedestrian access from Chestnut Street to E. Marine View Drive.
- Constructed a new sidewalk along 18th Street between Maple and Jackson Park to complete a pedestrian link from West of Walnut to Jackson Park
- Constructed pedestrian improvements between Alta Drive and Colby Avenue to enhance pedestrian access to the YMCA and Emma Yule Park.
- Constructed pedestrian improvements on Peck's Drive at the intersection of Cady Road and East Drive.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Fund 145 Non-Motorized Improvements" Fund 303, Program 118, as established by Ordinance No. 3739-20.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Fund 145 Non-Motorized Improvements” Fund 303, Program 118, as established by Ordinance No. 3739-20.

WHEREAS,

- A.** The special improvement project entitled “Fund 145 Non-Motorized Improvements” Fund 303, Program 118, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Fund 145 Non-Motorized Improvements” Fund 303, Program 118, as established by Ordinance No. 3739-20 be closed.

Section 2. The final expenses and revenues for the “Fund 145 Non-Motorized Improvements” Fund 303, Program 118 are as follows:

A. Expense

Design and Construction	\$ 749,052
Remaining Balance Transfer to Fund 145	<u>440,948</u>
Total Expenses	\$1,190,000

B. Source of Funds

Fund 145 – Street and Alley Vacation Funds	<u>\$1,190,000</u>
Total Funds	\$1,190,000

Section 3. There are no financial transactions remaining.

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Water Filtration Plant Emergency Generator Replacement" Fund 336, Program 006, as established by Ordinance No. 3730-20.

Council Bill # *interoffice use*

CB 2511-72

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Water Filtration Plant Emergency Generator Replacement

Partner/Supplier:

Location: Water Filtration Plant

Preceding action: [Ordinance 3730-20, approved on 2/12/2020](#)

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

Ordinance No. 3730-20 appropriated \$10,400,000 in local funds to Fund 336, Program 006 for the project.

The design and construction phase of this project was completed at a cost of \$10,019,365.

Project summary statement:

The Water Filtration Plant (WFP) Emergency Generator system was previously comprised of two generators which have experienced failures and reached the end of their useful life. The 30+ year old generators were mismatched in size, located at opposite sides of the water plant and their combined output was not large enough to meet the demands of the plant.

The project completed design and construction of two new generators to be housed together in a common location with a dedicated fuel storage facility. Work also included replacement of electrical controls and upgrades to the electrical infrastructure to ensure continuous operation of the plant in the event of a loss of external power.

The project has been completed, all necessary replacements and upgrades have been installed.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Water Filtration Plant Emergency Generator Replacement" Fund 336, Program 006, as established by Ordinance No. 3730-20.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Water Filtration Plant Emergency Generator Replacement” Fund 336, Program 006, as established by Ordinance No. 3730-20.

WHEREAS,

- A.** The special improvement project entitled “Water Filtration Plant Emergency Generator Replacement” Fund 336, Program 006, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Water Filtration Plant Emergency Generator Replacement” Fund 336, Program 006, as established by Ordinance No. 3730-20 be closed.

Section 2. That the final expenses and revenues for the “Water Filtration Plant Emergency Generator Replacement” Fund 336, Program 006 are as follows:

A. Expense	
Design and Construction	<u>\$10,019,365</u>
Total Expenses	\$10,019,365
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$10,019,365</u>
Total Funds	\$10,019,365

Section 3. There are no financial transactions remaining.

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Water Main Replacement Y"
Fund 336, Program 035, as established by Ordinance No. 3928-23.

Council Bill # *interoffice use*

CB 2511-73

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RS

Department head

Administration

Council President

Project: Water Main Replacement Y

Partner/Supplier:

Location: Citywide

Preceding action:

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

Ordinance No. 3928-23 appropriated \$3,750,000 in funds to Fund 336, Program 035 for the improvements.

The design and construction phases of this project were completed at a cost of \$3,850,703. This Ordinance, if approved, will authorize an additional \$100,703 and close out the project.

Project summary statement:

This project installed new water mains to replace existing water mains that had a high consequence of failure and were prone to breaks. By upgrading these water mains, reliability of water service for existing customers and future development, and adequate fire flow, per the 2020 Comprehensive Water Plan, is assured.

The project has been completed, all necessary replacements and upgrades have been installed.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Water Main Replacement Y"
Fund 336, Program 035, as established by Ordinance No. 3928-23.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Water Main Replacement Y” Fund 336, Program 035, as established by Ordinance No. 3928-23.

WHEREAS,

- A.** The special improvement project entitled “Water Main Replacement Y” Fund 336, Program 035, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Water Main Replacement Y” Fund 336, Program 035, as established by Ordinance No. 3928-23 be closed.

Section 2. That the final expenses and revenues for the “Water Main Replacement Y” Fund 336, Program 035 are as follows:

A. Expense	
Design and Construction	<u>\$3,850,703</u>
Total Expenses	\$3,850,703
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$3,850,703</u>
Total Funds	\$3,850,703

Section 3. There are no financial transactions remaining.

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An ORDINANCE Creating a Special Improvement Project Entitled "Wiggums Hollow Playground Repair", Fund 354, Program 108, to Accumulate Project Costs in the Amount of \$500,000

Council Bill # *interoffice use*

CB 2511-74

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Letter of Commitment

Department(s) involved:

Parks & Facilities

Administration

Contact person:

Bob Leonard

Phone number:

425.257.8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Wiggums Hollow Playground Repair

Partner/Supplier: LSI/ Play Creation

Location: 2808 10TH St Everett

Preceding action: None

Fund: Fund 354, Program 108 (CIP-3)

Fiscal summary statement:

The proposed Ordinance will fund the full replacement of the existing fire damaged play equipment and surfacing material at a cost of \$500,000. Equipment procurement and installation will be through King County Directors Association (KCDA) Cooperative.

Project summary statement:

On Monday, October 27th Wiggums Hollow Park experienced a fire that damaged multiple areas of the playground and structures within. The central play structure was deemed a total loss. The tot lot, omni spinner and music area suffered minor damage as well and will need replacement.

This playground repair project includes demolition of the existing playground main structure, and any damaged playground equipment and installation services including the rubber playground surfacing system. The work is planned to begin in the winter of 2026 with completion coming before the summer of 2026.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Wiggums Hollow Playground Repair", Fund 354, Program 108, to accumulate project costs in the Amount of \$500,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Wiggums Hollow Playground Repair”, Fund 354, Program 108, to accumulate project costs in the amount of \$500,000.

WHEREAS,

- A.** The City Council recognizes the need to repair and replace City Park amenities.
- B.** The playground equipment at Wiggums Hollow Park was set on fire October 27, 2025.
- C.** The City Council has recognized the need to replace the damaged equipment and playground surfacing at Wiggums Hollow Park to bring the playground back to its intended functionality.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Wiggums Hollow Playground Repair”, Fund 354, Program 108, to accumulate project costs in the amount of \$500,000.

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

Section 3. The estimated cost of the playground replacement is \$500,000.

Section 4. The sum of \$500,000 is hereby appropriated to Fund 354, Program 108 “Wiggums Hollow Playground Repair” project.

A. Use of Funds		
Construction and Related Costs		<u>\$500,000</u>
Total		\$500,000
B. Source of Funds		
CIP 3		<u>\$500,000</u>
Total		\$500,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance closing a Special Improvement Project entitled "100th Street SW Improvements" Fund 303, Program 120, as established by Ordinance No. 3761-20.

Council Bill # *interoffice use*

CB 2511-75

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 100th Street SW Improvements

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

Location: 100th Street SW

Preceding action: [Ordinance 3761-20, approved on 6/24/20](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3761-20 appropriated \$960,000 to Fund 303, Program 120 for the project, which the source of funds includes the following:

Federal Grant – STP	\$800,000
Fund 157 – Traffic Mitigation	150,000
Fund 119 – Street Improvements	<u>10,000</u>
Total Funds	\$960,000

Only \$120,857 in STP funds were received, resulting in total revenues of \$280,857.

The project was completed at a cost of \$119,474 and a balance transfer to Fund 119 – Street Improvements Fund in the amount of \$11,382, and balance transfer to Fund 157 – Traffic Mitigation Fund in the amount of \$150,000.

Total expenses for the project inclusive of the transfer outs are \$280,857.

Project summary statement:

This project initiated design on planned improvements at 100th Street SW, a critical east-west arterial link between Evergreen Way and the Paine Field Passenger Air Terminal and the SW Everett Manufacturing and Industrial Center. Planned improvements included roadway widening, pavement markings and signing, illumination upgrades, ADA improvements, and stormwater upgrades.

Due to funding constraints, the department ultimately decided to halt the project. The department will proceed with completion of design and construction phase of the project when additional grant funds are available. Upon reopening the project, the department will return to council with a new funding ordinance

Recommendation (exact action requested of Council):

Adopt an Ordinance closing Special Improvement Project entitled "100th Street SW Improvements" Fund 303, Program 120, as established by Ordinance No. 3761-20.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “100th Street SW Improvements” Fund 303, Program 120, as established by Ordinance No. 3761-20.

WHEREAS,

- A.** The special improvement project entitled “100th Street SW Improvements” Fund 303, Program 120, was established to provide for identified improvements.
- B.** The project has been deferred to a future date and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “100th Street SW Improvements” Fund 303, Program 120, as established by Ordinance No. 3761-20 be closed.

Section 2. The final expenses and revenues for the “100th Street SW Improvements” Fund 303, Program 120 are as follows:

A. Expense	
Design and Construction	\$119,474
Remaining Balance Transfer to Fund 157	150,000
Remaining Balance Transfer to Fund 119	<u>11,382</u>
Total Expenses	\$280,857
B. Source of Funds	
Federal Grant – STP	\$120,857
Fund 157 – Traffic Mitigation	150,000
Fund 119 – Street Improvements	<u>10,000</u>
Total Funds	\$280,857

Section 3. There are no financial transactions remaining.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "2023 Federal Pavement Maintenance Overlay" Fund 303, Program 127, as established by Ordinance No. 3893-22.

Council Bill # *interoffice use*

CB 2511-76

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 2023 Federal Pavement Maintenance Overlay

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

Location: Citywide

Preceding action: [Ordinance No. 3893-22, approved 8/17/22](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3893-22 appropriated \$2,200,000 to Fund 303, Program 127 for the project, which the source of funds included \$484,088 in federal grant funds, and \$1,715,912 in local funds.

The department received an additional \$35,557 in federal grants for a total of \$519,645, and only \$1,374,211 in local funds were transferred into the project. Total revenues allocated for the project is \$1,893,856.

The project was completed at a cost of \$1,672,550 and a balance transfer to Fund 119 – Street Improvements Fund in the amount of \$221,306. Total expenses for the project inclusive of the transfer out is \$1,893,856.

Project summary statement:

This project overlaid the principal arterial of Broadway Avenue from 41st Street to Hewitt Avenue.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "2023 Federal Pavement Maintenance Overlay" Fund 303, Program 127, as established by Ordinance No. 3893-22.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “2023 Federal Pavement Maintenance Overlay” Fund 303, Program 127, as established by Ordinance No. 3893-22.

WHEREAS,

- A.** The special improvement project entitled “2023 Federal Pavement Maintenance Overlay” Fund 303, Program 127, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “2023 Federal Pavement Maintenance Overlay” Fund 303, Program 127, as established by Ordinance No. 3893-22 be closed.

Section 2. The final expenses and revenues for the “2023 Federal Pavement Maintenance Overlay” Fund 303, Program 127 are as follows:

A. Expense

Design and Construction	\$1,672,550
Remaining Balance Transfer to Fund 119	<u>221,306</u>
Total Expenses	\$1,893,856

B. Source of Funds

Federal Grant – STP	\$ 519,645
Fund 119 – Street Improvements	<u>1,374,211</u>
Total Funds	\$1,893,856

Section 3. There are no financial transactions remaining.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "California Street Pedestrian & Bicycle Corridor" Fund 303, Program 119, as established by Ordinance No. 3738-20.

Council Bill # *interoffice use*

CB 2511-77

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: California Street Pedestrian & Bicycle Corridor

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

Location: California St. between US 2 and Broadway Ave.

Preceding action: [Ordinance No. 3738-20, approved on 3/18/20](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3738-20 appropriated \$1,177,000 to Fund 303, Program 119 for this project, which the source of funds included \$901,600 in a Federal Congestion Management Air Quality (CMAQ) grant, and \$275,400 in local funds.

Only \$438,779 in CMAQ grant funds were received for this project, resulting in total revenues of only \$714,179 for the design phase.

The design phase of this project was completed at a cost of \$795,742. To cover the excess costs, this ordinance authorizes an additional appropriation of \$81,564 from Fund 119 – Street Improvements.

Project summary statement:

This project completed design of a tier 1 bicycle facility in Everett's Bicycle Master Plan, facility T1-C1. Design included a new bicycle facilities on California Street between Colby and Broadway; between Broadway and Maple St; and from the intersection of California St/Maple St to the bicycle trail near US 2 located at Hewitt Ave and Chestnut St. Design also included new bicycle safety striping on California between Colby Ave and Broadway; bicycle lanes and parking changes on California between Broadway and Maple St; intersection safety improvements on California between Cedar and Maple, and from California/Maple to Hewitt/Chestnut. Design was completed in house.

The City will proceed with construction phase of the project when additional grant funds are available. Upon reopening the project, the department will return to council with a new funding Ordinance.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "California Street Pedestrian & Bicycle Corridor" Fund 303, Program 119, as established by Ordinance No. 3738-20.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “California Street Pedestrian & Bicycle Corridor” Fund 303, Program 119, as established by Ordinance No. 3738-20.

WHEREAS,

- A.** The special improvement project entitled “California Street Pedestrian & Bicycle Corridor” Fund 303, Program 119, was established to provide for identified improvements.
- B.** The project has been deferred to a future date and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “California Street Pedestrian & Bicycle Corridor” Fund 303, Program 119, as established by Ordinance No. 3738-20 be closed.

Section 2. The final expenses and revenues for the “California Street Pedestrian & Bicycle Corridor” Fund 303, Program 119 are as follows:

A. Expense		
Design		<u>\$ 795,742</u>
Total Expenses		\$ 795,742
B. Source of Funds		
Federal Grant		\$ 438,779
Fund 119 – Street Improvements		<u>356,963</u>
Total Funds		\$ 795,742

Section 3. There are no financial transactions remaining.

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Casino Road & 5th Avenue W. Pedestrian Safety Improvements" Fund 303, Program 117, as established by Ordinance No. 3718-19.

Council Bill # *interoffice use*

CB 2511-78

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Casino Road & 5th Avenue W. Pedestrian Safety Improvements

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

Location: Casino Road & 5th Avenue W.

Preceding action: [Ordinance No. 3718-19, approved on 12/18/19](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3718-19 appropriated \$1,126,700 to Fund 303, Program 117 for the project, which the source of funds included \$976,700 in federal grant funds, and \$150,000 in local funds.

Only \$104,772 in federal funds were received for the project, resulting in total revenues of only \$254,772 for the design phase.

The design phase of the project was completed at a cost of \$182,298 and a balance transfer to Fund 119 – Street Improvements Fund in the amount of \$72,474. Total expenses for the project inclusive of the transfer out is \$254,772.

Project summary statement:

This project completed design to install upgrades at the Casino Road & 5th Avenue W. traffic signal, including accessible pedestrian pushbuttons, flashing yellow left turn phasing, fiber optic connectivity, traffic monitoring cameras, and lighting.

Upon completion of design, the department determined that currently programmed funds are not sufficient to complete the remainder phases of the project. The department will proceed with right-of-way and construction phase of the project when additional grant funds are available. Upon reopening the project, the department will return to council with a new funding ordinance.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Casino Road & 5th Avenue W. Pedestrian Safety Improvements" Fund 303, Program 117, as established by Ordinance No. 3718-19.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Casino Road & 5th Avenue W. Pedestrian Safety Improvements” Fund 303, Program 117, as established by Ordinance No. 3718-19.

WHEREAS,

- A.** The special improvement project entitled “Casino Road & 5th Avenue W. Pedestrian Safety Improvements” Fund 303, Program 117, was established to provide for identified improvements.
- B.** The project has been deferred to a future date and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Casino Road & 5th Avenue W. Pedestrian Safety Improvements” Fund 303, Program 117, as established by Ordinance No. 3718-19 be closed.

Section 2. The final expenses and revenues for the “Casino Road & 5th Avenue W. Pedestrian Safety Improvements” Fund 303, Program 117 are as follows:

A. Expense

Design and Construction	\$182,298
Remaining Balance Transfer to Fund 119	<u>72,474</u>
Total Expenses	\$254,772

B. Source of Funds

City Safety – Federal Funds	\$104,772
Fund 119 – Street Improvements	<u>150,000</u>
Total Funds	\$254,772

Section 3. There are no financial transactions remaining.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Citywide Innovative Safety Project" Fund 303, Program 111, as established by Ordinance No. 3590-18.

Council Bill # *interoffice use*

CB 2511-79

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Citywide Innovative Safety

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

Location: Citywide

Preceding action: [Ordinance No. 3590-18, approved 2/14/18](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3590-18 appropriated \$711,300 to Fund 303, Program 111 for the project, which the source of funds included \$640,170 in federal grant funds, and \$71,130 in local funds.

Only \$10,388 in federal funds were received for the project, resulting in total revenues of only \$81,518 for the design phase.

The design phase of the project was completed at a cost of \$146,232. To cover the excess costs, this ordinance authorizes an additional appropriation of \$64,714 from Fund 119 – Street Improvements.

Project summary statement:

This project completed design to install flashing yellow arrows at selected intersections, install Americans with Disabilities Act (ADA) compliant accessible pedestrian walk signals, and install retro-reflective tape to improve citywide safety.

Upon completion of design, the department determined that currently programmed funds are not sufficient to complete the remainder phases of the project. The department will proceed with right-of-way and construction phase of the project when additional grant funds are available. Upon reopening the project, the department will return to council with a new funding ordinance.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Citywide Innovative Safety Fund 303, Program 111, as established by Ordinance No. 3590-18.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Citywide Innovative Safety Project” Fund 303, Program 111, as established by Ordinance No. 3590-18.

WHEREAS,

- A.** The special improvement project entitled “Citywide Innovative Safety Project” Fund 303, Program 111, was established to provide for identified improvements.
- B.** The project has been deferred to a future date and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Citywide Innovative Safety Project” Fund 303, Program 111, as established by Ordinance No. 3590-18 be closed.

Section 2. The final expenses and revenues for the “Citywide Innovative Safety Project” Fund 303, Program 111 are as follows:

A. Expense		
Design		<u>\$146,232</u>
Total Expenses		\$146,232
B. Source of Funds		
Federal Grant – HSIP		\$ 10,388
Fund 119 – Street Improvements		<u>135,844</u>
Total Funds		\$146,232

Section 3. There are no financial transactions remaining.

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Citywide Safety Flashing Yellow Arrow Improvements" Fund 303, Program 116, as established by Ordinance No. 3701-19.

Council Bill # *interoffice use*

CB 2511-80

Agenda dates requested:

Briefing

1st Reading 11/19/25

Proposed action 12/03/25

Consent

Action 12/10/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Citywide Safety Flashing Yellow Arrow Improvements

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

Location: Citywide

Preceding action: [Ordinance No. 3701-19, approved 9/25/2019](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3701-19 appropriated \$760,400 to Fund 303, Program 116 for the project, which the source of funds included \$660,400 in federal grant funds, and \$100,000 in local funds.

Only \$120,100 in federal funds were received for the project, resulting in total revenues of only \$220,100 for the design phase.

The design phase of the project was completed at a cost of \$202,023 and a balance transfer to Fund 119 – Street Improvements Fund in the amount of \$18,077. Total expenses for the project inclusive of the transfer out is \$220,100.

Project summary statement:

This project completed design to install flashing yellow arrow left turn signal phasing to improve pedestrian and vehicle safety, add traffic monitoring cameras and upgrade Americans with Disabilities Act (ADA) facilities in the project area.

Upon completion of design, the department determined that currently programmed funds are not sufficient to complete the remainder phases of the project. The department will proceed with right-of-way and construction phase of the project when additional grant funds are available. Upon reopening the project, the department will return to council with a new funding ordinance.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Citywide Safety Flashing Yellow Arrow Improvements Fund 303, Program 116, as established by Ordinance No. 3701-19.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Citywide Safety Flashing Yellow Arrow Improvements” Fund 303, Program 116, as established by Ordinance No. 3701-19.

WHEREAS,

- A.** The special improvement project entitled “Citywide Safety Flashing Yellow Arrow Improvements” Fund 303, Program 116, was established to provide for identified improvements.
- B.** The project has been deferred to a future date and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Citywide Safety Flashing Yellow Arrow Improvements” Fund 303, Program 116, as established by Ordinance No. 3701-19 be closed.

Section 2. The final expenses and revenues for the “Citywide Safety Flashing Yellow Arrow Improvements” Fund 303, Program 116 are as follows:

A. Expense	
Design	\$202,023
Remaining Balance Transfer to Fund 119	<u>18,077</u>
Total Expenses	\$220,100
B. Source of Funds	
Federal Grant – HSIP	\$120,100
Fund 119 – Street Improvements	<u>100,000</u>
Total Funds	\$220,100

Section 3. There are no financial transactions remaining.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: AN ORDINANCE relating to Business and Occupation Tax, adopting the new revisions to the Model B&O Tax Ordinance incorporating SB 5814 changes relating to retail sales and amending EMC 3.24.030.

Council Bill # *interoffice use*

CB 2510-62

Agenda dates requested:

1st Reading 11/05/25

2nd Reading 11/12/25

Action 11/19/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance, AWC Fact Sheet

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Adopt revisions to the Model B&O Tax Ordinance and amend EMC 3.24.030

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 002 General Fund

Fiscal summary statement:

A more definitive fiscal estimate can be developed after the new classifications have been implemented and an annual reporting period has passed, allowing for the collection of initial revenue data.

Project summary statement:

Pursuant to RCW 35.102, cities which collect business and occupation (B&O) tax must B&O ordinances to reflect changes that are made to the AWC model ordinance. [Senate Bill 5814](#) changed the tax classification for the following services to retail sales:

- Advertising services;
- Live presentations;
- Information technology services;
- Custom website development services;
- Investigation, security, and armored car services;
- Temporary staffing services; and
- Sales of custom software and customization of prewritten software.

B&O tax cities must adopt these mandatory changes to the model ordinance with an effective date on January 1, 2026.

Recommendation (exact action requested of Council):

Adopt an Ordinance relating to Business and Occupation Tax, adopting the new revisions to the Model B&O Tax Ordinance incorporating SB 5814 changes relating to retail sales and amending EMC 3.24.030.



ORDINANCE NO. _____

AN ORDINANCE relating to Business and Occupation Tax, adopting the new revisions to the Model B&O Tax Ordinance incorporating SB 5814 changes relating to retail sales and amending EMC 3.24.030, Section C.

WHEREAS,

- A.** Chapter 35.102 RCW requires business and occupation tax cities to coordinate with the Association of Washington Cities to develop a model ordinance for the administration for business and occupation tax in order to promote greater uniformity and foster a positive business climate.
- B.** The City must amend its code to reflect the changes made to the Association of Washington Cities model ordinance.
- C.** Senate Bill changed the tax classifications for various services to retail sales and will be effective January 1, 2026.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 3.24.030, Section C- *Sale at Retail, Retail Sale* definition is hereby amended as follows:

“Sale at retail,” “retail sale.”

- (1) “Sale at retail” or “retail sale” means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:
 - (a) Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or
 - (b) Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or
 - (c) Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of

- such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or
- (d) Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or
 - (e) Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065; ~~or The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), or (e) of this subsection following such use.~~
 - (f) Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection ~~(8)~~(7) of this definition, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), (e), or (f) of this subsection following such use.

The term also means every sale of tangible personal property to persons engaged in any business that is taxable under RCW 82.04.280(1)(a), (b), and (g), 82.04.290, and 82.04.2908.

- (2) "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity which is taxable under Section 3.24.050(A)(7).
- (3) The term "sale at retail" or "retail sale" includes the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:
 - (a) Information technology training services, technical support, and other services including, but not limited to, assisting with network operations and support, help desk services, in-person training related to hardware or software, network system support services, data entry services, and data processing services; or
 - (b) Custom website development services. For the purposes of this subsection (3), "website development services" means the design, development, and support of a website provided by a website developer to a customer; or
 - (c) Investigation, security services, security monitoring services, and armored car services

- including, but not limited to, background checks, security guard and patrol services, personal and event security, armored car transportation of cash and valuables, and security system services and monitoring. This does not include locksmith services; or
- (d) Temporary staffing services. For the purposes of this subsection (3), "temporary staffing services" means providing workers to other businesses, except for hospitals licensed under chapter 70.41 or 71.12 RCW, for limited periods of time to supplement their workforce and fill employment vacancies on a contract or for fee basis; or
- (e) Advertising services. (i) For the purposes of this subsection (3), "advertising services" means all digital and nondigital services related to the creation, preparation, production, or dissemination of advertisements including, but not limited to: (A) Layout, art direction, graphic design, mechanical preparation, production supervision, placement, referrals, acquisition of advertising space, and rendering advice concerning the best methods of advertising products or services; and (B) Online referrals, search engine marketing, and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign.
- (ii) "Advertising services" do not include:
- (A) Web hosting services and domain name registration;
- (B) Services rendered in respect to the following:
- (I) "Newspapers" as defined in RCW 82.04.214;
- (II) Printing or publishing under RCW 82.04.280; and
- (III) "Radio and television broadcasting" within this state as defined in RCW 82.04 (section 1, chapter 9, Laws of 2025); and
- (C) Services rendered in respect to out-of-home advertising, including: Billboard advertising; street furniture advertising; transit advertising; place-based advertising, such as in-store display advertising or point-of-sale advertising; dynamic or static signage at live events; naming rights; and fixed signage advertising. Out-of-home advertising does not include direct mail; or
- (f) Live presentations including, but not limited to, lectures, seminars, workshops, or courses where participants attend either in person or via the internet or telecommunications equipment that allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time.

For the purposes of (a) through (c) and (e) of this subsection (3), the terms "sale at retail" and "retail sale" do not include a sale between members of an affiliated group as defined in RCW 82.04.299(1)(f).

(4) "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or labor and services rendered in respect to the following:

- (a) The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in

respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

- (b) The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;
- (c) The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;
- (d) The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term "janitorial services" shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;
- (e) The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under chapter 82.16 RCW;
- (f) The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;
- (g) The installing, repairing, altering, or improving of digital goods for consumers;
- (h) The sale of or charge made for tangible personal property, labor and services to persons taxable under 4(a), (b), (c), (d), (e), (f), and (g) of this subsection when such sales or charges

are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a “sale at retail” or “retail sale” even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (1) of this section and nothing contained in subsection (1) of this section shall be construed to modify this subsection.

(5) “Sale at retail” or “retail sale” shall also include the providing of competitive telephone service to consumers.

(6)

(a) “Sale at retail” or “retail sale” shall also include the sale of prewritten software, custom software, and customization of prewritten computer software to a consumer, other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user. For purposes of this subsection (6)(a) the sale of the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may be characterized by the vendor or by the purchaser. ~~The term “sale at retail” or “retail sale” does not include the sale of or charge made for:~~

~~(i) Custom software; or~~

~~(ii) The customization of prewritten software.~~

(b)

~~(1)~~ The term “sale at retail” or “retail sale” also includes the charge made to consumers for the right to access and use prewritten computer software, custom software, and customization of prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

(2)

(A) The service described in subsection (6)(b)(1) of this definition includes the right to access and use prewritten software, custom software, and customization of prewritten computer software to perform data processing.

(B) For purposes of this subsection (6)(b)(2) “data processing” means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

(7) “Sale at retail” or “retail sale” shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right of way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state, the State of Washington, or by the United States and which is used or to be used primarily for foot or vehicular traffic including



mass transportation vehicles of any kind.(Public road construction)

(8) "Sale at retail" or "retail sale" shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, "extended warranty" means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based on the occurrence of specified events. The term "extended warranty" does not include an agreement, otherwise meeting the definition of extended warranty in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

(9) "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to chapter 35.82 RCW, including the installing, or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (government contracting).

(10) "Sale at retail" or "retail sale" shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other byproducts of weapons production and nuclear research and development. [This should be reported under the service and other classification.]

(11) "Sale at retail" or "retail sale" shall not include the sale of or charge made for labor and services rendered for environmental remedial action. [This should be reported under the service and other classification.]

(12)

(a) "Sale at retail" or "retail sale" shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:

(a1) Sales in which the seller has granted the purchaser the right of permanent use;

(b2) Sales in which the seller has granted the purchaser a right of use that is less than permanent;

(c3) Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and

(d4) Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

(b) A retail sale of digital goods, digital codes, or digital automated services under this subsection 3.24.030(12)~~5(11)~~ includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

(c) A retail sale of digital goods, digital codes, or digital automated services does not include the



following services if the sale occurs between members of an affiliated group as defined in RCW 82.04.299(1)(f):

(1) Any service that primarily involves the application of human effort by the seller, and the human effort originated after the customer requested the service;

(2) Live presentations, such as lectures, seminars, workshops, or courses, where participants are connected to other participants via the internet or telecommunications equipment, which allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time;

(3) Advertising services. For purposes of this subsection, "advertising services" means all services directly related to the creation, preparation, production, or dissemination of advertisements.

Advertising services include layout, art direction, graphic design, mechanical preparation, production supervision, placement, and rendering advice to a client concerning the best methods of advertising that client's products or services. Advertising services also include online referrals, search engine marketing and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign.

Advertising services do not include web hosting services and domain name registration; and

(4) Data processing services. For purposes of this subsection, "data processing service" means a primarily automated service provided to a business or other organization where the primary object of the service is the systematic performance of operations by the service provider on data supplied in whole or in part by the customer to extract the required information in an appropriate form or to convert the data to usable information. Data processing services include check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities. Data processing does not include the service described in subsection 6 (b) of this section.

(d) For purposes of this subsection, "permanent" means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

(13) "Sale at retail" or "retail sale" shall also include the installing, repairing, altering, or improving of digital goods for consumers.

Section 2. EMC 3.24.030, Sections C- *Sale at Wholesale*, *Wholesale Sale* - definition is hereby amended as follows:

"Sale at wholesale," "wholesale sale." "Sale at wholesale" or "wholesale sale" means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, custom software, customization of prewritten software to a consumer, or services described

in “sale at retail” Section 6(b)(i), which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property and retail services, if such charge is expressly defined as a retail sale or retail service when rendered to or for consumers. Sale at wholesale also includes the sale of telephone business to another telecommunications company as defined in RCW 80.04.010 for the purpose of resale, as contemplated by RCW 35.21.715.

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: _____



2026 changes to City B&O Tax Model Ordinance

A city workgroup of city finance directors and tax managers met over the summer to review changes needed to the B&O model ordinance in response to **SB 5814** changing the taxation of certain activities from services to sales.

Now B&O tax cities must adopt mandatory changes to model ordinance with same effective date: January 1, 2026.

SB 5814 changed the tax classification for the following services to retail sales:

- Advertising services;
- Live presentations;
- Information technology services;
- Custom website development services;
- Investigation, security, and armored car services;
- Temporary staffing services; and
- Sales of custom software and customization of prewritten software.

Changes to Model Ordinance

The workgroup decided to limit revisions to the model ordinance to changes necessary to implement the state's changes to sales at retail in **SB 5814**.

The model ordinance changes are as follows:

- **Core model ordinance .030: Definition of "sale at retail"**
 - adds new subsection (3) to incorporate changes to professional services.
 - (6) updates language related to custom software and customization of prewritten software.
 - (12) updates language related to digital goods and digital automated services.
- **Core model ordinance .030: Definition of "sale at wholesale"**: adds language to parallel updates to software in retail sales (6).
- **Technical change**: .030 "sale at retail": (1) moves misplaced language to correct typo created when extended warranties were added to the model.

While **SB 5814** also changed the definitions of digital automated services and digital goods, the model ordinance did not need to be updated because the model ordinance incorporates the state's definition by reference to the RCW.

Background on the Model Ordinance

53 cities impose a local B&O tax on the gross receipts of businesses engaging in business in their city.

Since 2004, cities with local B&O taxes were required to adopt the B&O tax model ordinance with mandatory uniform provisions related to a minimum threshold, tax classification definitions, engaging in business definition, and allocation and apportionment for activities occurring in more than one jurisdiction. (Chapter 35.102 RCW)

There are four main classifications: manufacturing, retail sales, wholesale sales, and services, but some cities have additional classifications.

The last revision was another technical fix to the B&O tax model ordinance in response to state law changes related to newspapers and took effect January 1, 2023.

THE ACCESS PROJECT

Everett City Council

Wednesday, November 19, 2025

Association for
Collective
Community
Engagement on
Safety and
Security

The ACCESS Project

Mission

To lead proactive efforts to identify youth experiencing behavior and mental health challenges and get them help before they get involved in gun violence, criminal behaviors, and self-harm.

We reach these youth through collaboration and partnership with Police Departments

The ACCESS Project's Purpose

Early Diversion and interdiction of mental health conditions that are root causes leading our youth towards serious crimes in society or inflicting self-harm and suicide.

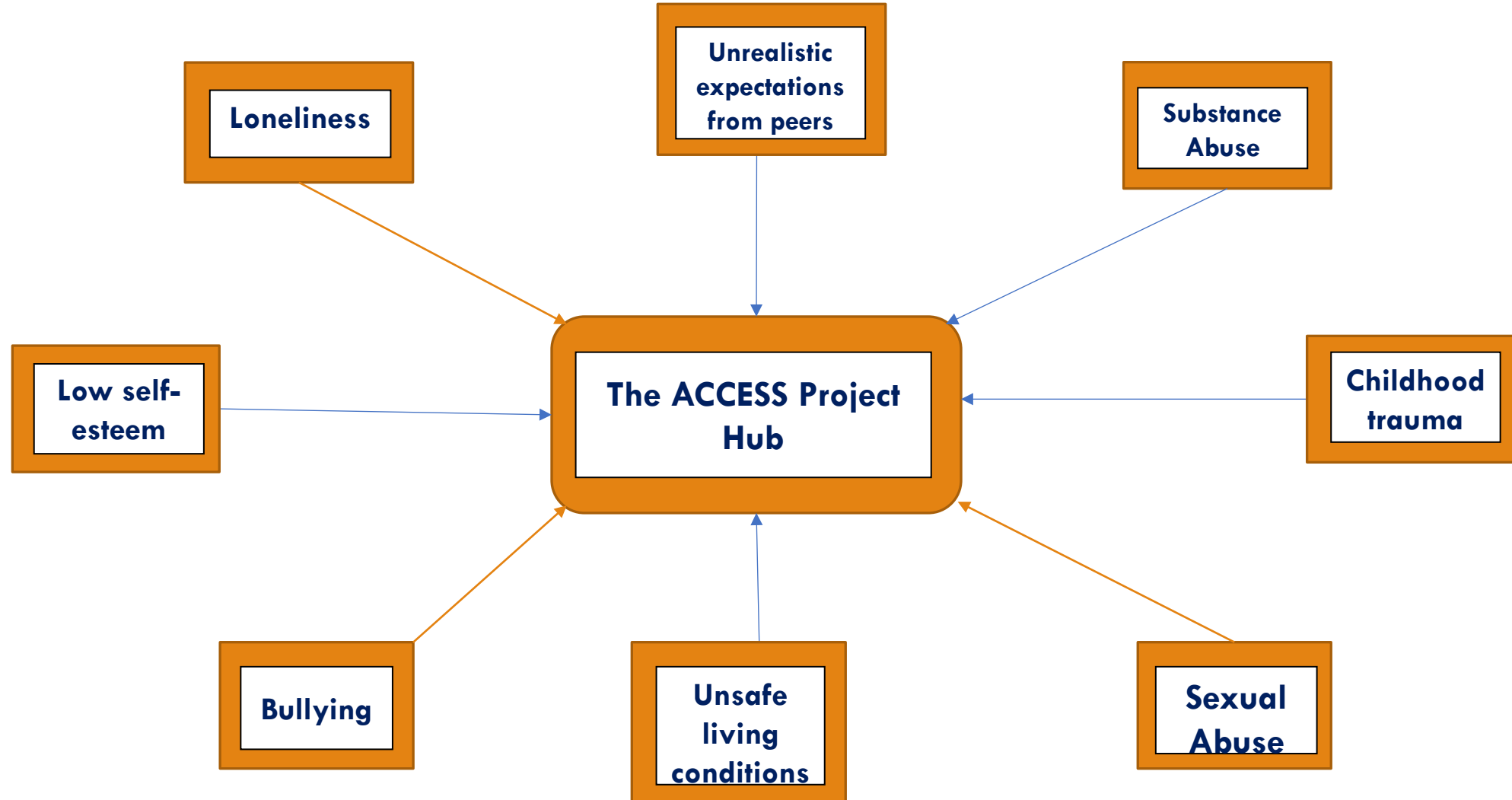
Youth ages 13-17 years old are the target population, because they can self-refer without parental consent.

Functionality

The ACCESS Project is a **referral or navigation hub** to get youth to the most appropriate community resource for the help and support they need. This is accomplished using three (3) primary functions.

- 1) **Referrals** made by concerned party or self-referrals from the individual
- 2) **Intake Process** – Conduct comprehensive assessment interviews to determine the root causes of the mental health challenges and identify the most suitable community partner for helping the youth, which may include family members.
- 3) **Schedule the appointment** with a community organization or professional counseling service provider and personally accompany the youth to their initial introduction.

Examples of Root Causes



Everett Police Department

Collaboration with The ACCESS Project

Police Chief John DeRousse and Lieutenant Jon Karr

- ❖ Innovative approach to helping youth who are experiencing behavior and emotional challenges.
- ❖ Created virtual referral form using a hyperlink to refer youth the officers determine need help from The ACCESS Project .
- ❖ The officers complete the form and click submit.
- ❖ The ACCESS Project commitment is to follow and contact that youth within 24 hours.

Peer Mediators Program

A Peer Mediator are trained to mediate conflict between peers before they escalate into major catastrophic, life changing actions.

- ❖ In 2024-25 school year we launched the program in five high schools.
- ❖ In 2025-26 school year we are launching this program in eight high schools and four middle school.

PEER MEDIATORS PROGRAM



Don't Hate, Mediate

Peer Mediators are trained students who help mediate conflicts peacefully	Peer Mediators are catalysts for providing: • Neutral Support • Privacy • Non-Judgmental Space • Skill Building	Peer Mediators help students mediate conflicts between students, teachers, or school staff
---	---	--

Need Help Navigating a Conflict?
Talk with a trained Peer Mediator!!



Key Partners

The Edmonds School District
The Everett Public School – Henry M. Jackson High School
Verdant Health Commission
Compass Health
Center for Human Services
Sea Mar Lynnwood Medical Clinic
Sea Mar Lynnwood Behavioral Health Clinic - Alderwood
Project Girl Mentoring Program
Alderwood Boys & Girls Club
Well Being Community Center
Latino Educational Training Institute
YWCA Seattle | King | Snohomish

The ACCESS Project Board of Directors

Wally Webster II, President

Karina Gasperin, Vice President

Steven Woodard, Secretary

William Paige, Treasurer

Elizabeth Volz, Board Member

Carter Nguyen, Board Member (Youth)

Contact Information

Wally Webster II

wally@theaccessprojectwa.org

(206) 790-2874 (Voice or Text)

info@theaccessprojectwa.org

Website: www.theaccessprojectwa.org

City of Everett 2025 Proposed Budget Amendment #4

November 19, 2025

2025 Proposed Budget Amendment #4

	Expenditure	Increase to Revenue
General Government Proposed Amendments	5,966,675	3,922,982
Non-General Government Proposed Amendments	11,116,189	6,920,436
Total	\$ 17,082,864	\$ 10,843,418



General Government Proposed Amendments



Department	Purpose	Expenditure	Increase to Revenue
Municipal Court	Reimburse for Interpreters Service	\$ 11,650	\$ 11,650
Non-Departmental	Everett Minimum Wage Compliance Certification	4,700	-
Finance	Positive Pay Changes and AP Direct Deposit Implementation	28,000	-
Multiple	Increase maintenance and operation expenses	1,493,366	546,683



General Government Proposed Amendments



Department	Purpose	Expenditure	Increase to Revenue
Police	Guardian Retreat	\$ 11,650	\$ 11,650
Police	Local Heros Grant award	17,000	17,000
Police	American Society of Evidence-Based Policing Conference	5,506	5,506
Multiple	Transfer Interfund Expenditure Budget	-	-
Parks & Community Services	Kiwanis Lighting Project	40,000	40,000



General Government Proposed Amendments



Department	Purpose	Expenditure	Increase to Revenue
Parks & Community Services	Jetty Island Ferry Service	\$ 158,913	\$ 158,913
Municipal Arts	Municipal Arts Grants	55,000	55,000
Conference Center	Edward D. Hansen Conference Center Facility Assessment	4,200	4,200
Streets	Increase maintenance and operation expenses	200,000	-
Non-Departmental	Prefund 2026 CIP-1 General Fund Contributions	2,501,940	2,501,940



General Government Proposed Amendments



Department	Purpose	Expenditure	Increase to Revenue
Non-Departmental	Additional Transfer for Admin, Transit & Parks CDBG Projects	\$ 6,666	\$ -
Non-Departmental	Fuel Infrastructure Upgrades and Refurbishment	438,960	-
Non-Departmental	Increase Self-Insurance Contributions	888,684	470,000
Non-Departmental	Police and Fire LEOFF 2 Special Funding	100,440	100,440



Non-General Government Proposed Amendments



Department	Purpose	Expenditure	Increase to Revenue
Motor Vehicle & Equip. Replacement Reserve Fund	Vehicle and Equipment Replacements	\$ 1,033,732	\$ -
CIP-1	Police Property Room	2,600,000	-
CIP-1	Prefund 2026 CIP-1 General Fund Contributions	-	2,501,940
CIP-3	Annual Street Overlay	300,000	-
General Government Special Projects	Everett Link Extension Agreement	100,000	100,000



Non-General Government Proposed Amendments



Department	Purpose	Expenditure	Increase to Revenue
General Government Special Projects	WA HCA Grant	\$ 65,000	\$ 65,000
Criminal Justice Fund	Police Boathouse	79,349	58,417
Criminal Justice Fund	Region 1 SWAT Ammunition	83,110	83,110
Criminal Justice Fund	Storage Structure funded by United State Secret Service	44,674	44,674
Criminal Justice Fund	Project Safe Neighborhoods Grant	253,900	253,900



Non-General Government Proposed Amendments



Department	Purpose	Expenditure	Increase to Revenue
Affordable and Supportive Housing Sales Tax Credit	Affirmatively Furthering Fair Housing contract Extension	\$ 10,950	\$ -
Affordable and Supportive Housing Sales Tax Credit	Reimbursement for Pallet Shelter project	769,050	-
Community Development Block Grants	Additional Transfer for Admin, Transit & Parks CDBG Projects	708,602	708,602



Non-General Government Proposed Amendments



Department	Purpose	Expenditure	Increase to Revenue
Multiple	2025 Limited Tax General Obligation Bonds, Series A	\$ 1,216,362	\$ 608,181
Multiple	2025 Limited Tax General Obligation Bonds, Series B	351,616	175,808
Multiple	Fuel Infrastructure Upgrades and Refurbishment	984,588	693,834
Multiple	Increase Self-Insurance Contributions	2,365,256	1,626,970
Multiple	Pension Fund Expenses	150,000	-



DISCUSSION



From: [john martin](#)
To: [DL-Council](#); [Scott Bader](#); [Judy Tuohy](#); [Mary Fosse](#); [Paula Rhyne](#); [Donald Schwab](#); [Elizabeth Vogeli](#); [Ben Zarlingo](#)
Cc: [Nate.Nehring@snoco.org](#); [megan.dunn@snoco.org](#); [Strom.Peterson@snoco.org](#); [jared.mead@snoco.org](#); [Sam.Low@co.snohomish.wa.us](#); [Russell.Wiita@snoco.org](#); [paula.rhyne@snoco.org](#); [Joshua.Thompson@snoco.org](#); [angela.ewert@snoco.org](#); [darcy.cheesman@snoco.org](#); [heidi.beazizo@snoco.org](#); [contact.council@snoco.org](#)
Subject: [EXTERNAL] Stop using parks money for a New Professional Sports Stadium, and return it to the Recreation and Conservation Office.
Date: Wednesday, November 19, 2025 1:33:15 PM
Attachments: [image003.png](#)
[Project Frog Pond.pdf](#)
[\[EXTERNAL\] Everett AquaSox - DRAFT of Timeline and Responsibilities.eml](#)

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

I submitted documentation for the November 19, 2025, Everett City Council meeting prior to the 2:00 p.m. deadline and without reference to Les Fetchko as was noted by Angela Ely, Executive Assistant, Everett City Council, in her November 17th 2025, email that follows.

Please confirm that the following full email sent to you at 9:00 am, November 19, 2025, has been included as part of the public record.

For:

Everett City Council Meeting

11-19-2025 6:30 pm

Comments for the Public Record

The attachments, "Project Frog Pond" and "[EXTERNAL] Everett AquaSox - DRAFT of Timeline and Responsibilities" are included for your reference and as a part of the public record.

Thank you.

John E. Martin

425-361-2854

[Jmartinnoj@hotmail.com](mailto:jmartinnoj@hotmail.com)

<https://martinmusic.biz/NitramProjectFrogPond7th.html>

From: john martin <jmartinnoj@hotmail.com>

Sent: Tuesday, November 18, 2025 7:18 PM

To: DL-Council <council@everettwa.gov>;

Subject: Stop using parks money for a New Professional Sports Stadium, and return it to the Recreation and Conservation Office.

Everett City Council Meeting

11-19-2025 6:30 pm
Comments for the Public Record

Dear Everett City Council,

Please include the following full email and attachments as part of the public record for the 11-19-2025 6:30 pm Everett City Council Meeting.

John E. Martin
425-361-2854
Jmartinnoj@hotmail.com
<https://martinmusic.biz/NitramProjectFrogPond7th.html>

From: john martin <jmartinnoj@hotmail.com>
Sent: Tuesday, November 18, 2025 1:30 PM
To: Angela Ely <aely@everettwa.gov>; DL-Council <council@everettwa.gov>;
Subject: Stop using parks money for a New Professional Sports Stadium, and return it to the Recreation and Conservation Office.

Dear Angela Eli and Everett City Council,

Thank you for your prompt reply.

Is the attachment noted - "Project Frog Pond," - already part of the public record?

I wish to call to you attention the fact that Everett Mayor Cassie Franklin received a copy of the attachment noted, - "Project Frog Pond," - on April 22nd 2022 via an email from Charlton Volpe, AquaSox President on the Player Development League (PDL) License.

The April 22nd, 2022, email and "Project Frog Pond" attachment was also sent directly to Nick Harper, former Deputy Mayor of the City of Everett, Lori Cummings, City of Everett Senior Executive Director, Dan Eernisse, City of Everett Director of Economic Development.

The April 22nd, 2022, email and "Project Frog Pond" attachment from Charlton Volpe, AquaSox President on the Player Development League (PDL) License, was also emailed by CC to Thomas Volpe, principal owner, 7th Inning Stretch, LLC, and Pat Filippone, President of the Aquasox and 7th Inning Stretch, LLC.

The "Project Frog Pond" attachment from Charlton Volpe, AquaSox President on the Player

Development League (PDL) License, mailed on April 22nd, 2022, was also CC'd to Thomas Volpe, principal owner, 7th Inning Stretch, LLC, and Pat Filippone, President of the Aquasox and 7th Inning Stretch, LLC.

Is the attachment noted - "Project Frog Pond," - already part of the public record?

I look forward to your prompt reply.

Sincerely,

John E. Martin
425-361-2854
jmartinnoj@hotmail.com
<https://martinmusic.biz/NitramProjectFrogPond7th.html>

BCC Citizens and various media

From: Angela Ely <AEly@everettwa.gov>
Sent: Monday, November 17, 2025 12:19 PM
To: john martin <jmartinnoj@hotmail.com>
Cc: DL-Council <Council@everettwa.gov>
Subject: RE: [EXTERNAL] Stop using parks money for a New Professional Sports Stadium, and return it to the Recreation and Conservation Office.

Category 2: Sensitive information

Hello John,

We do not have permission from Les Fetchko to upload his personal comment to the Internet. Our deadline for written comment to be submitted for the record at a council meeting is 2:00pm the day of the meeting as indicated on our Council public webpage found [here](#). We received your original email at 6:37pm, which is after the deadline. This is not going to be uploaded into the minutes for 11/12/25.

Thank you,
Angela



Angela Ely

Executive Assistant | Everett City Council

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

From: [Liz Stenning](#)
To: [DL-Council](#)
Cc: [Angela Ely](#); [Tyler Chism](#); [Jennifer Gregerson](#)
Subject: [EXTERNAL] Support Letters Everett Downtown Improvement District
Date: Monday, November 17, 2025 2:43:26 PM
Attachments: [image001.png](#)
[DID Letters of Support Package.pdf](#)

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 Members,

I am writing to provide letters of support for the Everett Downtown Improvement District (DID) as part of the 11/19/2025 City Council meeting agenda. Please see attached.

Thank you for your time and consideration.

Sincerely,

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



[To advance a vibrant and thriving downtown](#)



November 17, 2025

RE: Support Letters to Renew the Everett Downtown Improvement District

Dear Everett City Council Members,

I am writing to provide letters of support for the Downtown Everett Improvement District (DID) renewal in advance of the November 19th City Council meeting. Please see the attached letters, which come from a variety of downtown property and business owners

1. Alexandar Building
2. Apex Everett
3. Blue Steal
4. Botesch, Nash & Hall
5. Bright City
6. Burkett's
7. Cassandra's Closet
8. Colby Diner
9. Courtyard by Marriott
10. Funko
11. Heritage Bank
12. Hoban Family Office
13. Housing Hope
14. Imagine Children's Museum
15. Kel's
16. Ratepayer Advisory Council
17. Screen Printing NW
18. Skotdal Real Estate
19. Skyline Insurance Group
20. Sobar
21. Williams Investment
22. 1418 Hewitt LLC
23. 2812 Architecture

Sincerely,

Liz Stenning
Executive Director
Downtown Everett Association

The Alexander Building of Everett, Washington LLC
15020 Bothell Way NE #302
Lake Forest Park, Washington 98155-7646

November 4, 2025

To Everett City Council Members,

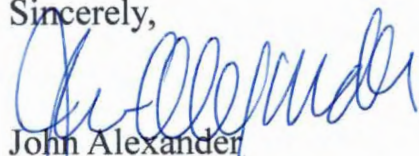
On behalf of The Alexander Building of Everett, Washington LLC, we are writing in support of the Downtown Improvement District (DID) renewal.

The DID has provided an invaluable service to keep our downtown clean, safe, and inviting for nearly 30 years. As a property owner, we pool our resources to fund the Downtown Improvement District and find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

We very much value the many things done for us by the DID, including the sidewalk and curb cleaning, the graffiti removal, the social activities, and the hard work done doing promoting business for Downtown Everett.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal. We are always pleased to pay our yearly assessment for the DID.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Alexander", is written over the printed name.

John Alexander
Governor

The Alexander Building of Everett, Washinton 98201

11/04/25

To Everett City Council Members,

On behalf of APEX Everet, I am writing in support of the **Downtown Improvement District (DID)** renewal.

The DID provides an invaluable service to keep our downtown clean, safe, and welcoming. As a property owner, we pool our resources to fund the Downtown Improvement District and find great value in the services it provides. Maintaining clean sidewalks, addressing graffiti, and ensuring a safe environment are essential to supporting a vibrant and thriving downtown community.

We especially value the overall impact the DID has had on improving the appearance and atmosphere of downtown, helping to create a more inviting space for residents, visitors, and businesses alike.

DID is vital to the continued success of small businesses, property owners, and non-profits. This program is a proven investment in our community and deserves your continued support for its renewal.

Amanda Adamik
APEX Everett
General Manager

BlueSteal LLC
2906 Colby Avenue, Suite 108
Everett, WA 98201

September 29th, 2025

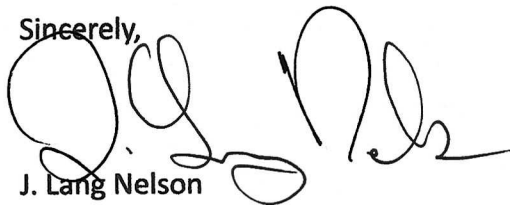
To Everett City Council Members,

On behalf of BlueSteal LLC, I am writing in support of the Downtown Improvement District (DID) renewal. BlueSteal LLC is the owner of 2927 Wetmore Avenue. The building is currently leased to Narrative Coffee. The DID creates value for all downtown Everett shareholders and provides needed resources for a vibrant downtown.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a property owner, we pool our resources to fund the Downtown Improvement District and find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Lang Nelson', written over a horizontal line.

J. Lang Nelson
Managing Member, BlueSteal LLC



Botesch, Nash & Hall
Architects, P.S.

November 14, 2025

Everett City Council
2930 Wetmore Ave.
Suite 9-A
Everett, WA 98201

RE: Support of The Downtown Improvement District Renewal

Dear City Council Members,

Our firm, our tenants, and my wife and I who own our commercial property at 2727 Oakes Ave. are in favor of the renewal of the Downtown Improvement District.

Even though we are on the eastern fringes of the District, we have never been neglected. The DID has done a tremendous job in keeping our sidewalks clear, making sure any graffiti is cleaned up quickly, and if there is trash it is immediately disposed of. We were hesitant to participate in the DID at first but once we joined, we saw the benefits as a property owner and landlord. We feel very fortunate to have this service and we see how it has helped our neighborhood be more inviting and how it appears to have helped reduce the littering and vandalizing that had been taking place.

From my conversations with other DID participants we feel the DID is critical in helping all of us who own property's, are landlords, or own a business in the city. This well-run program has consistently shown its positive impact on our community, making it a worthy investment that should continue to receive the support of the Everett City Council.

Sincerely,

Botesch, Nash & Hall Architects

A handwritten signature in blue ink, appearing to read 'Andrew M. Hall', is written over a circular blue ink stamp.

Andrew M. Hall, AIA
President



September 29, 2025

Everett City Council Members,

I am writing you to share my support of the Downtown Improvement District (DID) renewal. When I walk through downtown Everett, I see more than buildings and businesses, I see people. I see neighbors grabbing coffee, families enjoying a Saturday out, and community coming together to enjoy the city and all it has to offer. That's why I am grateful for the unsung, consistent work completed by the Downtown Improvement District.

The DID helps makes Downtown Everett feel like a place people want to invest into. By keeping sidewalks clear, cleaning up graffiti, and caring for the spaces we all share, it sends a message that our city matters, but more importantly, the people in it matter. As a pastor, I've seen firsthand how caring for our shared environments help foster connection and even ministry. When people feel safe and welcome in the city, they are far more likely to gather, linger, and engage in what's happening here.

Everett is at its best when businesses, nonprofits, churches, and city leaders partner together for the good of our community. The DID has been one of those partnerships for nearly 30 years, and I believe it is worth continuing.

For those reasons, I want to add my voice in support of renewing the DID. Thank you for considering its ongoing impact on the heart of our city.

Sincerely,

Sean Gasperetti

Lead Pastor | Bright City Church
www.brightcitynw.com



2617 COLBY AVENUE
EVERETT, WA 98201

425.252.2389
FAX 425.339.5346

October 30, 2025

To Everett City Council Members,

On behalf of Burkett's, I am writing in support of the Downtown Improvement District (DID) renewal.

The DID has provided an invaluable service to keep our downtown clean, safe, and inviting for nearly 30 years. As a business owner, I find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

There have been multiple times that we have needed a quick clean up in front of the store & Cody and crew have been there for us right away! They make a world of difference for our customers who frequent our store, as well.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,

Holly Burkett - Pohland
Owner
Burkett's

Date: 11/13/25

To Everett City Council Members,

On behalf of Cassandra's Closet, I am writing in support of the
Everett Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a business owner, I find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,

C. Bell

Cassandra Bell

Date: 10/2/25

To Everett City Council Members,

On behalf of COLBY DINER, I am writing in support of the Everett Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a business owner, I find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,

M. A. A. A.

Colby Diner



November 7th, 2025

To Everett City Council Members,

On behalf of the Courtyard by Marriott Seattle Everett Downtown, I am writing in support of the Downtown Improvement District (DID) renewal.

The DID has provided an invaluable service to keep our downtown clean, safe, and inviting for nearly 30 years. As a business owner, I find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement. Not to mention the constant dog waste, human waste, and biohazards that we have been experiencing on a weekly basis. DID services have been keeping our building clean and presentable to our guests, clients, and employees.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,

Quynh Devitte

Quynh Devitte
General Manager
Courtyard by Marriott Seattle Everett Downtown



October 7, 2025

To Everett City Council Members,

On behalf of Funko, I am writing in support of the Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a tenant that occupies space in Downtown Everett, we support pooling resources to fund the Downtown Improvement District and find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,

A handwritten signature in black ink that reads "Sarah Martinez".

Sarah Martinez
SVP, People, Culture and Workplace Solutions
Funko Inc.

Date: 11/13/2025

To Everett City Council Members,

On behalf of Heritage Bank, I am writing in support of the
Everett Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a business owner, I find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,

Staci Lindstrand

VP, Area Manager



Heritage
BANK

800.455.6126

HeritageBankNW.com

Staci Lindstrand

VP, Area Manager - Branch Banking
NMLS# 636339

Everett Commercial Banking Center
2831 Colby Avenue
Everett, WA 98201

Direct 425.312.0000
Office 425.355.7375

staci.lindstrand@heritagebanknw.com

From: Tom Hoban <TomHoban@hobanfamilyoffice.com>

Sent: Tuesday, September 30, 2025 2:47 PM

To: DL-Council <Council@everettwa.gov>

Subject: [EXTERNAL] Letter of support for DID renewal

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.

To Everett City Council Members,

As a downtown. Haines's and real estate owner/investor of over 35 years, I am writing in support of the Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a property owner, we pool our resources to fund the Downtown Improvement District and find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,

Tom Hoban | Chairman & Co-founder

Hoban Family Office

2829 Rucker Ave, Everett, WA 98201

www.hobanfamilyoffice.com

o 425.339.3638 d425.551.0802 | [LinkedIn](#)

tomhoban@hobanfamilyoffice.com

Do the right thing | Others-centered | Get it Done

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October 3, 2025

Dear Everett City Council Members,

On behalf of Housing Hope, I am writing in support of the Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a property owner, we pool our resources to fund the Downtown Improvement District and find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

Housing Hope particularly appreciates the DID's role in strategic planning for a thriving downtown, and as a convener for events and conversations that strengthen relationships among downtown business owners, customers, and community members. Everett is stronger because of the DID and Housing Hope is proud to be part of this vital effort.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,

Rachel Downes
Chief Strategic Officer
Housing Hope



October 7, 2025

To Everett City Council Members,

On behalf of Imagine Children's Museum, we are writing in support of the Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a property owner, we pool our resources to fund the Downtown Improvement District and find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

We value the ability to support our mission and help people feel comfortable visiting.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,

A handwritten signature in black ink, appearing to read "Elee Wood", is written over a light blue horizontal line.

Elee Wood
Chief Executive Officer
Imagine Children's Museum

A handwritten signature in black ink, appearing to read "Tia Winch", is written over a light blue horizontal line.

Tia Winch
Chief Financial and Operations Officer
Imagine Children's Museum

Date: 11/13/23

To Everett City Council Members,

On behalf of Kel's Caffe Bar, I am writing in support of the
Everett Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a business owner, I find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,



Owner

Ratepayers Advisory Council
Downtown Everett Association
1511 26th Street
Everett, WA 9801

September 29th, 2025

To Everett City Council Members,

The Ratepayers Advisory Council supports the renewal of the Downtown Improvement District (DID). The RAC also supports retaining the Downtown Everett Association (DEA) as the Program Manager for the DID. The RAC serves in an advisory capacity to the City of Everett and DEA regarding the management of the DID budget, work plan and management of day-to-day operations. The RAC volunteers represent a diverse group of downtown property owners including public, private and non-profit sectors.

The renewal of the DID will allow for the continuation of needed services that support the economic development of Downtown Everett. These services will provide a clean and safe downtown which adds value to residents, visitors and business workers.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Lang Nelson', with a stylized, flowing script.

J. Lang Nelson
Co-Chair, Ratepayers Advisory Council
Property Owner, 2927 Wetmore Avenue

Screen Printing NW

2526 Colby Ave.

Everett, WA 98201

November 6, 2025

To Everett City Council Members,

On behalf of **Screen Printing NW**, we are writing in support of the **Downtown Improvement District (DID) renewal**.

The DID has provided an invaluable service to keep our downtown clean, safe, and inviting for nearly 30 years. As a local business, we pool our resources to fund the Downtown Improvement District and find great value in its programs. The ongoing cleaning of sidewalks, removal of graffiti, and daily maintenance of public spaces are not only vital to business success but also to the pride and engagement of our community.

We truly appreciate the many efforts made by the DID on behalf of downtown businesses — from sidewalk and curb cleaning to graffiti removal, community events, and the promotion of local commerce. These services create an environment where small businesses like ours can thrive.

The DID is essential for helping small businesses, property owners, and nonprofits survive and grow. It has proven to be a worthwhile investment in our city's vitality and deserves continued support for renewal. **Screen Printing NW** remains proud to contribute to the DID and is committed to supporting its ongoing work in improving Downtown Everett.

Sincerely,

Taylor Baehm & Jerry Barhanovich

Owners

Screen Printing NW

September 24, 2025

Dear Everett City Council Members,

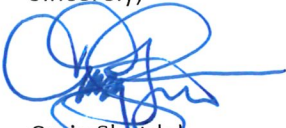
On behalf of Skotdal Real Estate, I am writing in support of the Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a property owner, we pool our resources to fund the Downtown Improvement District and find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

We especially appreciate the leadership and advocacy that the DID team has provided for improving public safety and encouraging business development. Liz Stenning and her team have been instrumental in bringing stakeholders together to help address the challenges of addiction, mental illness, and homelessness in Everett's urban core.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,



Craig Skotdal
President



2820 Oakes Ave Ste D. Everett, WA 98201 - 425-789-3157 - www.skylinecoverage.com

November 14, 2025

City of Everett
C/O: Everett City Council
2930 Wetmore Ave #100
Everett, WA 98201

On behalf of Skyline Insurance Group, I am writing in support of the Everett Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a business owner, I find great value in these services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging and reinforcing civic pride and community engagement.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Roehl".

Shane R. Roehl
Agency Owner
Skyline Insurance Group, Inc
425-789-3157
shane@skylinecoverage.com

Date: 11/13/25

To Everett City Council Members,

On behalf of Sobar, I am writing in support of the
Everett Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a business owner, I find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,



Evelyn Dorosh



2517 Colby Ave Everett, WA 98201
P: 425.355.0353 F: 425.290.1823

November 10, 2025

To Everett City Council Members,

On behalf of Williams Investments, I am writing in support of the Downtown Improvement District (DID) renewal.

The DID has provided an invaluable service to keep our downtown clean, safe, and inviting for nearly 30 years. As a property owner, we pool our resources to fund the Downtown Improvement District and find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

Our company and residents have been very happy with the services and added value that it creates for our business and our resident's homes.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,

Misty Kilby

General Operations Manager
Williams Investments

September 29, 2025

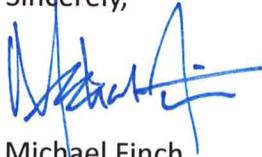
To Everett City Council Members,

On behalf of 1418 Hewitt LLC, I am writing in support of the Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a property owner, we pool our resources to fund the Downtown Improvement District and find great value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement. The services DID services provided by the Downtown Everett Association have a direct positive impact on the success of our tenants and, in turn, on the economic development of the downtown retail and business core.

The DID is critical for helping small businesses, property owners, and non-profits survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,



Michael Finch
1418 Hewitt LLC



September 29, 2025

To Everett City Council Members,

On behalf of 2812 architecture and Bluebird & 22 LLC, I am writing in support of the Downtown Improvement District (DID) renewal.

For nearly 30 years, the DID has provided an invaluable service to keep our downtown clean, safe, and inviting. As a business and property owner, we pool our resources to fund the Downtown Improvement District and find excellent value in the services. Cleaning sidewalks, removing graffiti, and removing trash on a daily basis is not only a business necessity, but also an essential ingredient for encouraging civic pride and community engagement.

Removal of graffiti and keeping the alley refuse cleaned up behind our property has been remarkably successful. The extra effort has helped alleviate some of the nighttime activities that were happening in the past. There are still times the various facades are tagged, but it is typically removed within a day or two which I believe helps minimize the amount of graffiti being applied.

The DID is critical for helping small businesses, property owners, survive and thrive. This program has proven to be a worthwhile community investment and deserves your continued support for its renewal.

Sincerely,

Adam B. Clark
Architect
Property Owner