



# EVERETT

WASHINGTON

## **Everett City Council Preliminary Agenda 12:30 p.m., Wednesday, January 28, 2026 City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Mayor's Comments

Approval Of Minutes: January 21, 2026

Public Comment

Council Comments

Administration Update

City Attorney

### CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$6,284,689.38 For The Period Ending January 10, 2026 Through January 16, 2026.

Documents:

[RES\\_CLAIMS PAYABLE 1.16.26.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$6,004,125.43 For The Period Ending January 10, 2026.

Documents:

[2026 RESOLUTION FOR PAYROLL PAY PERIOD 02.PDF](#)

(3) Approve The Mayor's Acceptance Of A Donation From The Judith And Stanley Hoffberger Family Foundation In The Amount Of \$20,000 Into The Fund For The Animals.

Documents:

[JUDITH AND STANLEY HOFFBERGER FAMILY FOUNDATION DONATION.PDF](#)

(4) Approve The Mayor's Acceptance Of A Disaster Relief Donation From Petco Love In The Amount Of \$15,000 Into The Fund For The Animals.

Documents:

## [PETCO LOVE DISASTER RELIEF DONATION.PDF](#)

(5) Approve The Mayor's Acceptance Of The Rachel Ray Save Them All Grant From Best Friends Animal Society In The Amount Of \$40,000 Into The Fund For The Animals.

Documents:

## [RACHEL RAY SAVE THEM ALL GRANT.PDF](#)

### PROPOSED ACTION ITEMS:

(6) CB 2601-01 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "2026 Traffic Signal Relamping" Fund 303, Program 137, To Accumulate All Costs For The Improvement. (3rd & Final Reading 2/11/26)

Documents:

## [CB 2601-01.PDF](#)

(7) CB 2601-03 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Downtown Streetscapes Planting Renovation", Fund 354, Program 110 To Accumulate All Costs For The Project.

Documents:

## [CB 2601-03.PDF](#)

### BRIEFING & PROPOSED ACTION ITEM:

(8) CB 2601-02– 1st Reading – Adopt An Ordinance Providing For The Regulation And Enforcement Of Unlicensed Mobile Food Vending Units. (3rd & Final Reading 2/11/26)

Documents:

## [CB 2601-02.PDF](#)

### ACTION ITEM:

(9) Reject Bid Submitted By Apparent Low Bidder Reece Construction As Nonresponsive And Award The Lenora Regional Stormwater Facility Project Contract To KLB Construction As The Lowest Responsive And Responsible Bidder In The Amount Of \$5,905,727.50.

Documents:

## [KLB CONSTRUCTION\\_LENORA REGIONAL STORMWATER FACILITY\\_AWARD.PDF](#)

Executive Session

Adjourn

### **PARTICIPATION IN REMOTE COUNCIL MEETINGS**

- Participate remotely via Zoom by registering to speak at [everettwa.gov/speakerform](https://everettwa.gov/speakerform). You must register no later than 30 minutes prior to the meeting. You may contact the Council office at 425.257.8703 or [aely@everettwa.gov](mailto:aely@everettwa.gov) and identify the topic you wish to address.
- Provide written public comments by email to [Council@everettwa.gov](mailto:Council@everettwa.gov) or mail to 2930

Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.

- Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

## **AGENDAS, BROADCAST AND RECORDINGS**

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

## **CONTACT THE COUNCIL**

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

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



Whereas the claims payable by checks against the City of Everett for the period January 10, 2026 through January 16, 2026, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

Fund	Department	Amount
002	General Funds	76,994.02
003	Legal	17,611.69
005	Municipal Court	7,208.18
009	Misc Financial Funds	944,601.36
010	Finance	353.95
021	Planning & Community Dev	674.29
024	Public Works-Engineering	12,066.26
026	Animal Shelter	1,736.48
030	Emergency Management	95.33
031	Police	22,136.47
032	Fire	2,912.34
038	Facilities Maintenance	154.96
TOTAL GENERAL FUND	\$ 1,086,545.33	
Councilperson introducing Resolution		
Passed and approved this _____ day of _____,	2026	
Council President		

Fund	Department	Amount
101	Parks & Recreation	24,894.36
110	Library	3,094.79
112	Municipal Arts	17,801.35
114	Conference Center	4,200.00
119	Public Works - Str Imp	3,790.00
120	Public Works - Streets	49,885.77
138	Hotel/Motel Tax Fund	22,845.00
146	Property Management	138,920.88
152	Cum Res/Library	10,537.79
153	Emergency Med Svc	1,037.80
155	Capital Reserve Fund	109,321.69
156	Criminal Justice	550.00
162	Capital Projects Reserve	9,231.63
197	CHIP Loan Program	16,098.91
198	Comm Dev Block Grants	28,607.55
303	Public Works Impr. Projects	1,936,273.34
336	Water & Sewer Sys Improv Project	1,158,499.52
342	City Facilities Const.	66,725.63
354	Parks Capital Const.	24,230.63
401	Public Works-Utilities	753,189.99
402	Solid Waste Utility	9,420.88
425	Public Works-Transit	26,481.12
430	Public Works-Transit	1,348.17
440	Golf	57,404.27
501	MVD - Trans Services	198,504.64
503	Self-Insurance	356,658.67
637	Police Pension	15,521.00
638	Fire Pension	38,420.81
661	Claims	65,875.68
663	Investment Earnings	1,875.00
670	Custodial Funds	46,897.18
TOTAL CLAIMS	6,284,689.38	



**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 January 10, and checks issued January 16, 2026, 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:

<b>Fund</b>	<b>Department</b>	<b>Gross Payroll</b>	<b>Employer Contributions</b>
001	Legislative	14,718.31	5,938.84
003	Legal	101,920.41	28,273.26
004	Administration	49,967.43	9,918.53
005	Municipal Court	91,327.59	25,901.81
007	Personnel	57,712.10	15,577.26
010	Finance	103,714.39	29,469.45
015	Information Technology	133,218.04	36,874.06
018	Communications and Marketing	13,688.28	4,536.14
021	Planning & Community Dev	143,471.10	38,656.59
024	Public Works	241,227.20	70,088.88
026	Animal Shelter	62,741.42	19,461.13
030	Emergency Management	9,946.11	2,666.87
031	Police	1,645,362.31	351,234.02
032	Fire	750,429.50	190,920.02
038	Facilities/Maintenance	105,887.82	37,767.11
101	Parks & Recreation	132,609.87	46,502.79
110	Library	113,670.98	37,000.73
112	Community Theatre	9,453.35	2,434.39
120	Street	74,587.54	23,101.53
153	Emergency Medical Services	421,020.93	101,356.69
197	CHIP	8,827.78	2,074.46
198	Community Dev Block	4,365.87	1,176.19
401	Utilities	1,000,981.09	329,437.76
425	Transit	597,361.01	193,299.09
440	Golf	27,531.42	11,111.11
501	Equip Rental	88,383.58	30,101.76
		<u><u>\$6,004,125.43</u></u>	<u><u>\$1,644,880.47</u></u>

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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



## City Council Agenda Item Cover Sheet

**Project title:** Donation from Judith and Stanley Hoffberger Family Foundation in the Amount of \$20,000 into the Fund for the Animals

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 01/28/26  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X 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](mailto:bleonard@everettwa.gov)

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Judith and Stanley Hoffberger Family Foundation Donation

**Partner/Supplier:** Judith and Stanley Hoffberger Family Foundation

**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 Judith and Stanley Hoffberger Family Foundation, a private family foundation based in Florida.

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 the Judith and Stanley Hoffberger Family Foundation in the amount of \$20,000 into the Fund for the Animals.



## City Council Agenda Item Cover Sheet

**Project title:** Disaster Relief Donation from Petco Love in the Amount of \$15,000 into the Fund for the Animals

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 01/28/26  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X 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](mailto:bleonard@everettwa.gov)

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Petco Love Disaster Relief Donation

**Partner/Supplier:** Petco Love

**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 \$15,000.

**Project summary statement:**

The Everett Animal Shelter (EAS) is honored to have been awarded a donation from Petco Love. Petco Love is a national nonprofit leading change for pets by harnessing the power of love to make communities and pet families closer, stronger, and healthier. Since its founding in 1999, Petco Love has invested more than \$430 million in adoption and other lifesaving efforts. Petco Love helps find loving homes for pets in partnership with Petco and more than 4,000 organizations — like ours — across North America, with more than 7.1 million pets adopted and counting.

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 Disaster Relief Donation from Petco Love in the amount of \$15,000 into the Fund for the Animals.



## City Council Agenda Item Cover Sheet

**Project title:** Rachel Ray Save Them All Grant from Best Friends Animal Society in the Amount of \$40,000 into the Fund for the Animals

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 01/28/26  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

**Department(s) involved:**

Parks & Facilities  
Animal Services  
Legal

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

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

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Rachel Ray Save Them All Grant

**Partner/Supplier:** Best Friends Animal Society

**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 \$40,000.

**Project summary statement:**

The Everett Animal Shelter (EAS) is honored to have been awarded a grant from Best Friends Animal Society. Best Friends Animals Society ("Best Friends" or "BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific grants and/or needs in its commitment to No Kill 2026. This grant will be used to help fund the behavior and enrichment program at Everett Animal Shelter in 2026.

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 the Rachel Ray Save Them All grant from Best Friends Animal Society in the amount of \$40,000 into the Fund for the Animals.



# Closing the Gap: Expanding Lifesaving Behavioral Support for Shelter Dogs

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*2026 - The Rachel Ray Save Them All Grants and The Rachael Ray No-Kill Excellence Grants*

## ***Everett Animal Shelter***

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Ms Glynis Frederiksen  
333 Smith Island Rd  
Everett, WA 98201

eas@everettwa.gov  
O: 425-257-6000

## ***Lindsay Roe***

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333 Smith Island Rd  
Everett, WA 98201

lroe@everettwa.gov  
O: 425-257-6024

# FollowUp Form

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## *Basis*



Best Friends Animals Society ("Best Friends" or "BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is **No More Homeless Pets®**. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific grants and/or needs in its commitment to No Kill 2025.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to Best Friends requesting to be awarded a grant pursuant to the below terms (the "Grant"). The Grant funds shall be disbursed upon receipt of the signed agreement and copy of the Recipient's IRS FORM W9.

This grant agreement ("Agreement") will govern the terms of the Grant. Each party shall be referred to herein individually as a "Party," and collectively as the "Parties." The Parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both Parties (the "Effective Date").

## *Agreement- Grant Term and Amount*

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### AGREEMENT

#### Section 1. Use of Grant Fund.

Grant Proposal and Use of Funds (clearly outline expected impact for total project AND outline benchmarks/goals broken out by quarter) (the "Project")

The "Term" of this Agreement, unless terminated pursuant to the language below will be from January 1, 2026, through December 31, 2026.

Grants will be provided in **one-time installment** with Best Friends' obligation to disburse initial funds conditional upon receipt of Recipient's completed IRS Form W-9. All subsequent funding installments after initial grant installment will be contingent upon Project progression and completion of expected goals and reporting listed in the Agreement.

**Award Amount: \$40,000.00**

Grant Installment Sent: Approximately January 21st, 2026

### Use of Funds and Goals for Entire Project

-Provide behavior and/or foster intervention for at least 192 dogs during the grant cycle

- Conduct at least 4 trainings open to the public to provide dog-owners with tools, knowledge, and training to address common behavioral complaints themselves
- Train at least 20 senior volunteers through WagWorks expansion
- Host at least 1 community outreach event focused on fostering and behavior
- Deliver at least 1 volunteer onboarding session with at least 25 participants

## Goals and Benchmarks for Quarter 1 - Quarter 4

Goals and Benchmarks for Quarter 1:

- Provide behavior and/or foster intervention for at least 48 dogs
- Place at least 90 dogs into foster homes
- Deliver at least 1 volunteer onboarding session with 25+ participants
- Train at least 10 senior volunteers through WagWorks expansion
- Review and/or update behaviorist-specific SOPs with Best Friends Strategist

Goals and Benchmarks for Quarter 2:

- Provide behavior and/or foster intervention for at least 48 dogs
- Place at least 95 dogs into foster homes
- Host at least 4 public training sessions for dog owners
- Train at least 10 senior volunteers through WagWorks expansion

Goals and Benchmarks for Quarter 3:

- Provide behavior and/or foster intervention for at least 48 dogs
- Place at least 100 dogs into foster homes
- Host at least 1 community outreach event focused on fostering and behavior

Goals and Benchmarks for Quarter 4:

- Provide behavior and/or foster intervention for at least 48 dogs
- Place at least 105 dogs into foster homes

## Which Grant are you submitting a grant proposal for?

The Rachael Ray Save Them All

## Project Name

Name of Project.

Closing the Gap: Expanding Lifesaving Behavioral Support for Shelter Dogs

## Approved Total Projected Impacts

380

Grant Project Deadline: December 31, 2026

## *Use of Grant Funds*

### Section 2. Recipient Requirements

- A. Recipient agrees to provide quarterly impact reports through the Term of the Agreement, and payment installments for the Grant will be contingent upon receipt of impact reports and overall progress to goal, as previously defined by Project benchmarks. Recipient agrees to submit impact reports provided by Best Friends outlining the use of the Grant funds until all funds have been spent. These grant reports must include amount of funding spent and the number of cats or dogs positively impacted. With each impact report Recipient will provide any relevant success stories of animals helped through the program, or descriptions of how the Grant has impacted the target community.
- B. Recipient agrees to provide a final grant report upon completion of the Term of this Agreement. With the final grant report, Recipient will provide any relevant success stories of animals helped through the program, or descriptions of how the Grant has impacted the target community.
- C. Recipient is registered or will become registered with SHELTER PET DATA ALLIANCE (SPDA) website and submit MONTHLY DATA REPORTING INTO SPDA by the 15th of each month through the Term of this Agreement.
- D. Recipient is a member of the Best Friends Network and will maintain such membership through the Term of this Agreement.

### **Section 3. Grant Branding Terms and Promotion**

Recipient shall cooperate with Best Friends regarding the promotion of the Grant and the Project. Both Parties may issue reports or statements to its members, the media, and the public about the Grant and the Project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends staff, volunteer team leaders, and news or magazine writers in the production of such news content. Recipient agrees to cooperate with Best Friends and facilitate promotion of the Grant and the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

### **Section 4. Photo, Video, Digital and Audio Release**

Recipient grants to Best Friends permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the Grant. Recipient grants Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors, or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends events, activities, and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of this Agreement.

Recipient further agrees not to make any claim against Best Friends or its employees, contractors, or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this Agreement releases and forever discharges Best Friends from any liability to Recipient, its successors, and

assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

## **Standard Terms**

### **Section 5. Grant Recipient Representations and Warranties**

Recipient represents and warrants as follows during the Term of this Agreement:

- A. Recipient is a qualified 501(c)(3) entity or government organization.
- B. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
- C. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

#### **Section 6. Grant Restrictions**

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

#### **Section 7. Termination**

Recipient may terminate this Agreement upon providing ten (10) business days written notice to Best Friends in the event of the following events of default:

- (i) By its actions or statements, Best Friends materially harms Recipient as determined by Recipient in its reasonable judgment;
- (ii) Best Friends files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

Best Friends may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

- (i) By its actions or statements, Recipient materially harms Best Friends as determined by Best Friends in its reasonable judgment;
- (ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
- (iii) Recipient fails to perform its commitments as set out in this Agreement, including, in the reasonable judgment of Best Friends, failing to carry out the Project with reasonable diligence to meet the goal of saving as many animal lives as possible or has not worked in good faith with professionalism to achieve the mutually agreed upon Goals.

In the event Best Friends terminates this Agreement pursuant to this section, Best Friends has no obligation to pay Recipient any grant payment not yet due at the time of the notice of such termination.

#### **Section 8. Intellectual Property License**

For the Term of this Agreement, Recipient grants Best Friends a non-exclusive, royalty free license to use Agency's name and/or logo to promote Agency's lifesaving activities associated with the Grant and the

Project. Other than the foregoing, neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

#### **Section 9. Release**

To the full extent permitted by law, the Recipient, their directors, officers, employees, representatives, agents, successors, and assigns, agree never to bring a claim or suit against Best Friends relating to the Grant and the Project. The Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, contractors, successors and assigns ("Releasees") are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Grant and the Project. The Recipient releases Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the Grant and the Project. The Recipient understands this Agreement discharges Releasees from any liability to the Recipients with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct, or indirect, known or unknown, that may result as a result of the Recipient's work, participation and activities related to this Grant and the Project.

#### **Section 10. Indemnity Agreement**

To the full extent permitted by law, the Recipient and their directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Recipient's actions or omissions related to the Grant and the Project or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

#### **Section 11. Proprietary Information**

Recipient acknowledges and agree that the following constitute "Proprietary Information": any secret or proprietary information relating directly to Best Friends business, including, but not limited to, the Best Friends Network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any Best Friends proprietary information, Recipient will notify Best Friends and return said information. Recipient agrees that they will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

#### **Section 12. No Third-Party Beneficiaries**

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

#### **Section 13. Survival of Terms**

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non-Disparagement clause survives for two (2) years following the termination of this Agreement.

## Section 14. Other Terms

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency, or joint venture between Best Friends and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Any disputes arising out of or related to this Agreement will be resolved in a Utah State Court of competent jurisdiction in Kane County, Utah.

### Impacted Shelter Statistics- Acknowledgement of Requirement\*

Recipient agrees to provide **quarterly** statistics for all impacted shelters named in the application. Baseline statistics is required for January 2024 to July 2025, broken down monthly, as well as for the duration of the grant project. Shelter stats must include: dog intakes, dog live outcomes, dog other outcomes, cat intakes, cat live outcomes, and cat other outcomes. Statistics for both species are required, even if your grant is focused only on a single species. Recipient understands that failure to provide these statistics may impact future funding opportunities.

### Acceptance of Terms and Conditions\*

This grant is conditional upon Recipient's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below, Recipient agrees to accept and comply with the stated terms and conditions of this grant.

### Email Opt-In\*

**By providing contact information above you agree to receive email communication from the Best Friends Network at the email addresses provided and you can unsubscribe at any time.**

#### AUTHORIZED SIGNATURE

By typing in my Name, Title, and Date in the spaces below, and clicking submit, I confirm that I am an authorized representative of Network partner and intend to affix my electronic signature to FY 2026 Rachael Ray Foundation Grant Agreement, with the intent to be bound thereby.

The authorized representative agrees that the representative's electronic signatures is intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

**Full Name\***

**Title\***

**Date\***

**Upload a copy of your shelter/organization's most recent signed and completed W-9.\***

**Best Friends Animal Society**

# File Attachment Summary

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## *Applicant File Uploads*

*No files were uploaded*

City of Everett

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Cassie Franklin, Mayor

Approved as to Form:

---

Tim Benedict, Deputy City Attorney

Attest:

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Marista Jorve, City Clerk



**ADDENDUM  
(WASHINGTON STATE TRANSPARENCY LAWS)**



Counterparty:	Best Friends Animal Society
Agreement:	Everett Animal Shelter –Closing the Gap, Expanding Lifesaving Behavioral Support for Shelter Dogs Grant 2025

The City of Everett and the above Counterparty are parties to the above Agreement. Regardless of anything to the contrary in the Agreement, Counterparty agrees as follows:

1. The Agreement does not require the City to keep confidential or otherwise refrain from disclosing anything that is determined by the Office of the City Clerk or by the Office of the City Attorney to be subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW. The Agreement does not require the City to give notice(s) to Counterparty regarding such disclosure(s) or require the City to advocate in any forum that any record is confidential or that any record is not subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW.
2. The Agreement does not require the City to destroy or return anything that is subject to retention requirements established by the Washington Secretary of State or established by applicable law.
3. The Agreement does not require the City to have any City employee sign any agreement regarding confidentiality.
4. The Agreement itself (and its related amendments, purchase orders, scopes of work, service orders or similar documents) are never confidential and may at any time without notice be posted to the City's public website or otherwise disclosed.

The law of the State of Washington exclusively governs this Addendum and all matters under the Agreement regarding confidentiality and exclusive venue for all disputes regarding the same is the Superior Court of Washington in Snohomish County. Signature on this Addendum is with AdobeSign, which is fully binding.

**COUNTERPARTY:**

By: *Destiny Pait*  
Destiny Pait (Jan 12, 2026 12:34:09 EST)

Printed Name: Destiny Pait

Title: Senior Manager, Network Partner Experience

12/01/2026

**Project title:** An Ordinance creating a special improvement project entitled “2026 Traffic Signal Relamping” Fund 303, Program 137, to accumulate all costs for the improvement.

**Council Bill #**

CB 2601-01

**Agenda dates requested:**

Briefing

1<sup>st</sup> Reading 01/28/26

Proposed Action 02/04/26

Consent

Action 02/11/26

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:** 2026 Traffic Signal Relamping

**Partner/Supplier:** N/A

**Location:** Citywide

**Preceding action:** N/A

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

**Fiscal summary statement:**

This ordinance will provide funding authorization for the construction phase of the project. The programmed available funding for the project is \$1,100,000. The funding sources for this project will be as follows:

Fund 119 – Street Improvements	<u>\$1,100,000</u>
Total Funds	\$1,100,000

**Project summary statement:**

The 2026 Traffic Signal Relamping project will replace LED modules in traffic signal heads and countdown modules in pedestrian signal heads citywide. Modules are at the end of their useful life and need to be replaced to ensure safety.

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

Adopt an Ordinance creating a Special Improvement Project entitled “2026 Traffic Signal Relamping” Fund 303, Program 137, to accumulate all costs for the improvement.



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

**An ORDINANCE creating a special improvement project entitled “2026 Traffic Signal Relamping” Fund 303, Program 137, to accumulate all costs for the improvement.**

**WHEREAS,**

- A.** The City of Everett is committed to a planned traffic and pedestrian safety program; and
- B.** The City of Everett has identified the need and obtained funds to construct certain traffic and pedestrian safety improvements.

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

**Section 1.** A special improvement project is hereby established as Fund 303, Program 137, entitled “2026 Traffic Signal Relamping” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

**Section 4.** The sum of \$1,100,000 is hereby appropriated to Fund 303, Program 137, “2026 Traffic Signal Relamping” as follows:

<b>A.</b>	Estimated Construction Costs	\$1,100,000
<b>B.</b>	Source of Funds	
	Fund 119 – Street Improvements	<u>1,100,000</u>
	Total Funds	\$1,100,000

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

**Section 6.** The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it

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

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

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

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Cassie Franklin, Mayor

ATTEST:

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Marista Jorve, City Clerk

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

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

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

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

**Project title:** An Ordinance Creating a Special Improvement Project Entitled “Downtown Streetscapes Planting Renovation”, Fund 354, Program 110, to Accumulate all Costs for the Project

**Council Bill #**

CB 2601-03

**Agenda dates requested:**

Briefing

Proposed action 01/28/26

Proposed action 02/04/26

Consent

Action 02/11/26

Ordinance X

Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Funding Ordinance

**Department(s) involved:**

Parks &amp; Facilities

Public Works

Community Development

**Contact person:**

Kimberly Moore

**Phone number:**

425-257-8305

**Email:**

kmoore@everettwa.gov

**Initialed by:***KBM*

Department head

Administration

Council President

**Project:** Downtown Streetscapes Planting Renovation**Partner/Supplier:** JOC**Location:** Metro Everett subarea, various locations**Preceding action:** Resolution 8172**Fund:** Fund 354 – Program 110**Fiscal summary statement:**

The proposed Funding Ordinance will provide funding for design and construction costs of the 2026 Downtown Streetscapes renovation. A Community Development Block Grant was awarded in the amount of \$250,000 for the project. All related costs are estimated not to exceed \$250,000.

**Project summary statement:**

The City of Everett will host a 2026 FIFA World Cup fan zone in partnership with The Seattle FIFA World Cup 26 Local Organizing Committee. Fan zone commitments include programming during matches that may feature live entertainment, activities, and food and beverage. These activities will occur within the Metro Everett subarea, including streets and public spaces bounded by Everett Ave., Pacific Ave., Broadway Ave., and West Marine View Drive. In anticipation of increased pedestrian traffic in this area, a streetscape renovation project will enhance pedestrian experience and safety, promote urban tree canopy, and renovate landscape beds.

Areas of focus include the pedestrian corridors of Hewitt Ave. and Rucker Ave. as well as important gateways and high pedestrian use areas along Colby Ave., Hoyt Ave., and Wall St. Project will be delivered through job order contracting.

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

Adopt an Ordinance creating a Special Improvement Project entitled “Downtown Streetscapes Planting Renovation”, Fund 354, Program 110 to accumulate all costs for the project.



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

**An Ordinance creating a special improvement project entitled “Downtown Streetscape Planting Renovation”, Fund 354, Program 110, to accumulate all costs for the project.**

**WHEREAS,**

- A.** The City Council recognizes the need to implement a tree management program to provide maintenance and preservation of existing public trees and an orderly program of tree planting.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with high quality streetscapes, open spaces, and attractive tree canopy.
- C.** The City recognizes the need to improve accessible, walkable streets and sidewalks in the Metro Everett subarea and encourage non-motorized forms of transportation.

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

**Section 1.** A special improvement project fund is hereby entitled “Downtown Streetscape Planting Renovation”, Fund 354, Program 110.

**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 for design and construction is \$250,000.

**Section 4.** The sum of \$250,000 is hereby appropriated to Fund 354, Program 110 “Downtown Streetscape Planting Renovation” project.

<b>A. Use of Funds</b>		
Design and Construction Costs		<u>\$250,000</u>
Total		\$250,000
<b>B. Source of Funds</b>		
Community Development Block Grant		<u>\$250,000</u>
Total		\$250,000

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

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

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

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

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

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Cassie Franklin, Mayor

ATTEST:

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City Clerk

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

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

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

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



**Project title:** Unlicensed Mobile Food Vendors.

**Council Bill #** *interoffice use*

CB 2601-02

**Agenda dates requested:**

Briefing	1/28/26
Proposed action	2/04/26
Consent	
Action	2/11/26
Ordinance	X
Public hearing	
Yes	X No

**Budget amendment:**

Yes	X No
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**PowerPoint presentation:**

Yes	X No
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**Attachments:**

Ordinance

**Department(s) involved:**

Legal

**Contact person:**

David Hall, City Attorney;  
Lacey Offutt, Assistant City Attorney

**Phone number:**

425-257-8624; 425-257-8528

**Email:**

[Dhall@everettwa.gov](mailto:Dhall@everettwa.gov);  
[loffutt@everettwa.gov](mailto:loffutt@everettwa.gov)

**Initialed by:**

Department head

Administration

Council President

**Project:** An Ordinance providing for the regulation and enforcement of unlicensed mobile food vending units

**Partner/Supplier:** NA

**Location:** Everett, WA

**Preceding action:** NA

**Fund:** NA

**Fiscal summary statement:**

NA

**Project summary statement:**

This Ordinance will provide for city oversight over Mobile Food Vendors operating within the City of Everett, establishing criminal sanctions for those individuals who own and/or operate such a unit without a city business license or applicable food permit issued by the Snohomish County Health Department. The Ordinance provides for licensing requirements, operational restrictions, and location restrictions aimed at maintaining public health, order, and safety. Exemptions for entities excused from the provisions are provided. The Ordinance provides for greater liability for employers directing the unlicensed vending activity than for those conducting the activity, if the person offering the product for sale to the public is not the owner/employer as well. This Ordinance is in addition to other civil or criminal penalties available to other state or local authorities.

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

Adopt an Ordinance providing for the Regulation and Enforcement of Unlicensed Mobile Food Vending Units.





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

**An ORDINANCE relating to mobile food units.**

**WHEREAS,**

- A.** Permitted and licensed food vendors are required to obtain food-service permits, receive education regarding safe food handling, storage, and preparation, and are subject to routine inspections to ensure compliance with applicable health and safety standards;
- B.** The Snohomish County Health Department is authorized to inspect and respond to unpermitted food vendors but has limited enforcement capability with respect to ongoing operations within the City of Everett;
- C.** The Snohomish County Health Department is aware of, and has recently responded to, numerous unpermitted food vendors within the City of Everett;
- D.** Unpermitted food vendors operate without the required permits or inspections and therefore without verification that they possess the necessary power, potable water, sanitation, cleaning facilities, and temperature-control capabilities required to safely store, prepare, and handle food for sale to the public;
- E.** The operation of unpermitted food vendors undermines compliance with established food-safety and licensing requirements, creates unfair competition for properly permitted vendors, diminishes incentives to adhere to rigorous health standards, and poses a risk to public health and safety;
- F.** Existing enforcement tools available to the Snohomish County Health Department and the City of Everett are insufficient, standing alone, to deter or promptly address the continued operation of unpermitted food vendors within the City, necessitating additional local regulatory measures to ensure compliance with food-safety requirements and prevent the spread of foodborne illnesses;
- G.** The regulation of mobile food units and unpermitted food vending activity within the City is consistent with, and intended to complement, applicable state and local public health laws, regulations, and food-safety codes, including those governing food service permitting, inspection, and sanitation standards;

- H. The City of Everett has the authority and responsibility to provide for the punishment of all practices dangerous to public health or safety, and to make necessary for the preservation of public health, peace, and good order, and to provide for the punishment of all persons charged with violating any city ordinance.

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

**Section 1.** The EMC 5.36.010 is amended, with the underlined text added, as follows:

EMC 5.36.010

C. A “food truck” is a business that, as its principal function, sells or otherwise dispenses prepared food and beverages to the general public from a licensed motor vehicle that is not permanently affixed to real property. The term excludes food delivery vehicles that move from place to place and are stationary for no more than thirty minutes at a time, such as ice cream trucks. The term excludes Mobile Food Vendors as defined in Chapter 8.68.010.

**Section 2. A new Chapter of Title 8 is added to the Everett Municipal Court as follows:**

**8.68.010 Purpose**

The purpose of this chapter is to establish regulations and criminal penalties for unlawful mobile food vending within the City of Everett.

**8.68.020 Definitions**

- (1) "Employer" means the individual, corporation, company, association, society, firm, partnership, joint stock company, or the authorized agent(s) of these entities that is legally responsible for the operation of the Mobile Food Vendor such as the owner, the owner's agent, or other person.
- (2) “Law enforcement officer” means any general authority, limited authority, or specially commissioned Washington peace officer as those terms are defined in RCW [10.93.020](#), as now or hereafter amended.
- (3) “Lemonade Stand” means a temporary, informal retail operation, operated by a minor, that sells lemonade or similar beverages and/or prepackaged snacks from a small, non-permanent structure or table for a limited duration of time. A Lemonade Stand is not operated as a commercial enterprise for profit and is primarily educational or recreational in purpose.
- (4) “Mobile Food Vending Unit” and “MFVU” means the non-permanent structure used by a Mobile Food Vendor.

- (5) "Mobile Food Vendor" is a readily movable food establishment that prepares, packages, serves, dispenses, and/or vends prepared food directly to the general public or otherwise provides food for human consumption for profit from a non-permanent structure, including but not limited to food stands, carts, booths, tents, and kiosks.
- (6) "Responsible Operator" means the individual present at a Mobile Food Vending Unit who is responsible for the operation as a Mobile Food Vendor.
- (7) "Site Location" means a physical location, either public property or private property, from which a Mobile Food Vendor sells prepared food to the general public.

### **8.68.030 Requirements and Restrictions**

#### **(1) Licensing Requirements**

- a. A Mobile Food Vendor must obtain:
  - i. A current and valid city business license issued to the Responsible Operator or their Employer pursuant to Chapter 3.19; and
  - ii. A current and valid mobile food unit or other applicable food permit issued by the Snohomish County Health Department to the Responsible Operator or their Employer, which shall be displayed at all times in a prominent location on the MFVU while operational as a Mobile Food Vendor.

#### **(2) Operational restrictions**

- a. No Mobile Food Vendor may:
  - i. Operate between the hours of 10:00 p.m. and 7:00 a.m., Monday through Sunday, except as permitted under a current and valid city-issued permit;
  - ii. Operate in violation of any provision of the International Fire Code as adopted by Chapter 16.03 EMC; or
  - iii. Fail to restore the Site Location occupied by the Mobile Food Vendor to the original or better condition upon removal of the MFVU;

#### **(3) Location restrictions:**

- a. No Mobile Food Vendor may:
  - i. Operate within bus stops, loading zone, or a parking space, as those terms are defined in Chapter 46.28 EMC;
  - ii. Operate within a parking place reserved for persons with physical disabilities that is identified as such according to RCW 46.61.581;
  - iii. Operate within five feet of an alley, as that term is defined in Chapter 46.28 EMC;
  - iv. Operate within five feet of a driveway approach, as that term is defined in Chapter 13.16.010 EMC and;
  - v. Operate within fifteen feet of a fire hydrant, fire lane, or fire zone, as those terms are defined in Chapter 46.28 EMC;
  - vi. Operate in any location that inhibits the operation, maintenance, visibility, or functionality of any utilities or street fixtures, as determined by city

- personnel responsible for the maintenance and safety of such utilities or fixtures; or
- vii. Operate on any public street or sidewalk, except as permitted under a current and valid city-issued permit.

#### **8.68.040 Exemptions**

This chapter shall not apply to the following:

- (1) Any federal, state, or local government agencies;
- (2) Food trucks as defined in Chapter 5.32 EMC.
- (3) Lemonade Stands, as defined in this Chapter.
- (4) Nonprofit organizations, including but not limited to public, religious, civil, charitable, benevolent, nonprofit, cultural or youth organizations;
- (5) Farmers, gardeners, or other persons who sell, deliver or peddle any fruits, vegetables, berries, eggs, or any farm produce or edibles raised, gathered, produced, or manufactured by such person;
- (6) Any persons regularly selling or delivering door-to-door to established customers food products, laundry, dry-cleaning services, or baby diapers;
- (7) Newspaper carriers who deliver door-to-door;
- (8) Any person who is specifically requested to call upon others for the purpose of displaying goods, literature, or giving information about any article, service, or product;
- (9) Bona fide candidates, campaign workers, and political committees campaigning on behalf of candidates or on ballot issues and persons soliciting signatures of registered voters on petitions to be submitted to any governmental agency;
- (10) Vendors operating at a farmers' or public market or other city-sponsored or approved activity under the provisions of a city-issued permit.

#### **8.68.050 Penalty**

- (1) A violation of this chapter by a Responsible Operator is a misdemeanor punishable by a fine of up to \$1,000, imprisonment for up to 90 days, or both.
- (2) An Employer is guilty of a gross misdemeanor punishable by a fine of up to \$5,000, imprisonment of up to 364 days, or both, if he or she complicit in a violation of this chapter, pursuant to EMC 10.06.050.

#### **8.68.060 Enforcement**



- (1) The Everett Police Department shall have the authority to enforce the provisions of this chapter, except as otherwise authorized herein. This authority does not supersede or preclude enforcement by other state or local authorities.
- (2) The city's fire marshal or designee shall have the authority to enforce the provisions of Chapter 16.03 against any Responsible Operator or Employer.
- (3) Any person requested to identify themselves to a law enforcement officer or fire marshal or designee pursuant to an investigation of a violation of this chapter has a duty to identify themselves and give their current address.
- (4) For the purpose of enforcing the provisions of this chapter, a Law Enforcement Officer who has reasonable grounds to believe a person observed by the officer is violating the provisions of this chapter may detain such person for a reasonable period of time necessary to identify the person and check the status of the permits required by EMC 8.68.030.

#### **8.68.070 Impound**

- (1) When a Responsible Operator is arrested for a violation of this chapter and the officer directs impoundment of the MFVU, and the impounded property is not otherwise required to be held in custody, the MFVU may only be redeemed the Employer.

**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.

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Cassie Franklin, Mayor

ATTEST:

---

, City Clerk

PASSED:

VALID:

PUBLISHED:

EFFECTIVE DATE:

**Project title:** Award Lenora Regional Stormwater Facility Construction Contract to KLB Construction, LLC for an amount of \$5,905,727.50

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent  
Action 1/28/26  
Ordinance  
Public hearing  
Yes ☒ No

**Budget amendment:**  
Yes ☒ No

**PowerPoint presentation:**  
Yes ☒ No

**Attachments:**  
Bid Summary, Project Map,  
Artist Rendering

**Department(s) involved:**  
Public Works

**Contact person:**  
Tom Hood

**Phone number:**  
425-257-8809

**Email:**  
THood@everettwa.gov

**Initialed by:**  
*RLS*  
Department head

Administration

Council President

**Project:** Lenora Regional Stormwater Facility

**Partner/Supplier:** KLB Construction, LLC

**Location:** Lenora St. between S 3<sup>rd</sup> Avenue and BNSF RR

**Preceding action:** Authorization to call for bids – Approved [11/5/25](#)  
Plans and Systems Ordinance – Approved [6/11/25 CB 2505-33](#)

**Fund:** 336 – Utilities Fund, Program 030

## Fiscal summary statement:

The Lenora Regional Stormwater Facility project is Phase 1 of the Lexington Drainage program authorized by Ordinance No. 2505-33. The programmed available funding for the Lexington Drainage program is \$17,000,000 of which approximately \$10,000,000 is allocated for construction of the Lenora Regional Stormwater Facility. This project is funded in large part by a water quality grant from the Department of Ecology in the amount of up to \$8,733,920.

## Project summary statement:

Bid proposals for the Lenora Regional Stormwater Facility project were opened on December 16, 2025. The City received thirteen bids including the three apparent lowest bids of: Reece Construction for \$5,699,666.00; KLB Construction for \$ 5,905,727.50; and Earthwork Solutions for \$ 6,428,712.88. The full list of bidders and bid amounts is attached.

Staff recommends that the City Council reject as nonresponsive the bid of the apparent low bidder, Reece Construction. Bidders on this project are required under state law to submit a subcontractors list form and to submit a minority business certification form. These forms were included in the bid package provided to all bidders. Reece submitted its bid with an incorrect version of the subcontractors list form and an unsigned version of the minority business certification form. Bidder errors such as these are called out in the bid specifications as reasons requiring bid rejection.

**Recommendation (exact action requested of Council):** Reject bid submitted by apparent low bidder Reece Construction as nonresponsive and award the Lenora Regional Stormwater Facility project contract to KLB Construction as the lowest responsive and responsible bidder in the amount of \$5,905,727.50.



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

## BID SUMMARY

Lenora Regional Stormwater Facility  
W.O.# 3792

Date: 12/16/2025

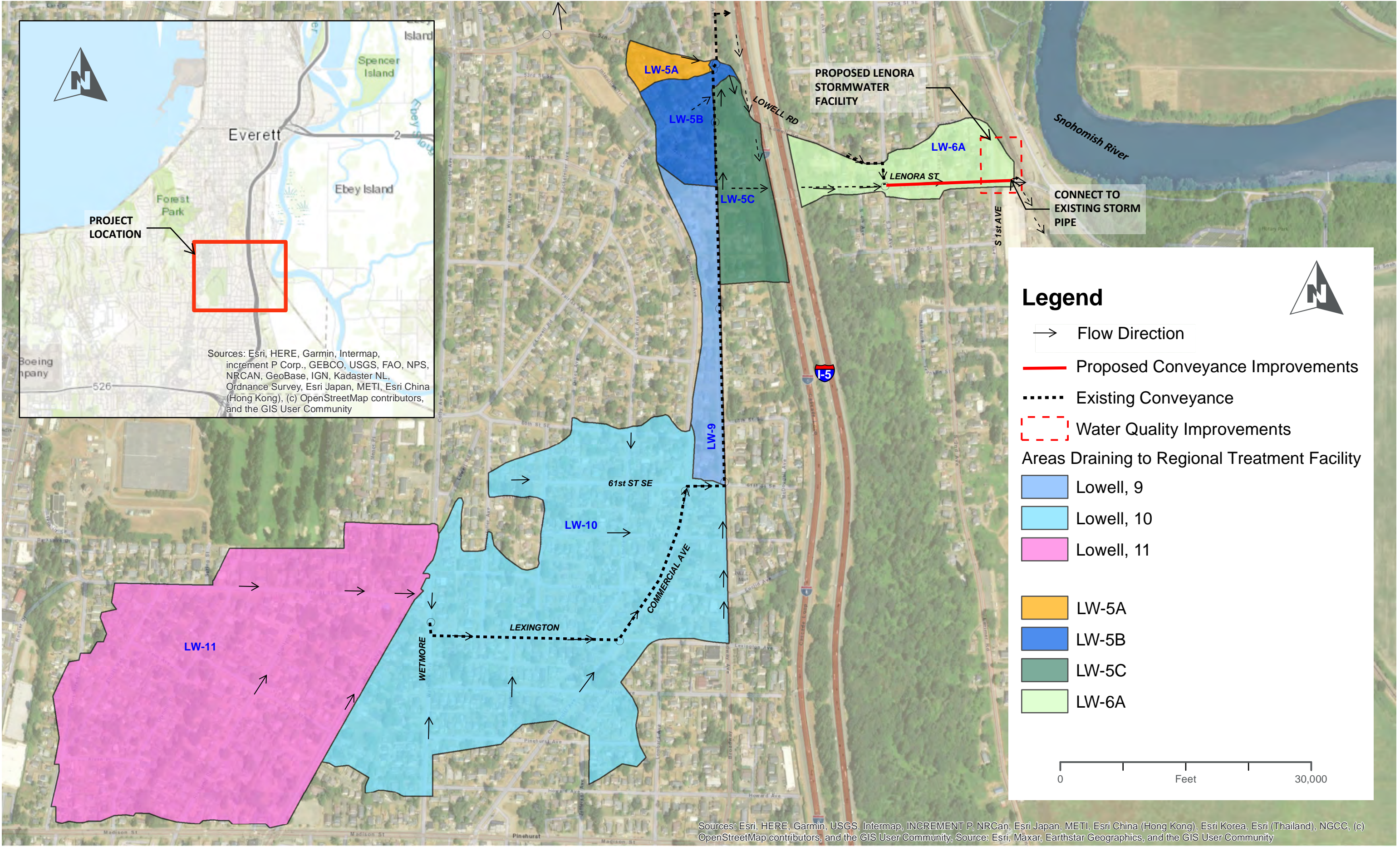
For: Erik Emerson, Project Engineer

### Bidder Name:

### Bidder Totals:

Engineer's Estimate	\$7,573,201.76
Reece Construction Company	\$5,699,666.00
KLB Construction, LLC	\$5,905,727.50
Earthwork Solutions, LLC	\$6,428,712.88
Scarsella Bros., Inc	\$6,491,976.86
Faber Construction Corporation	\$6,656,827.00
Interwest Construction, Inc.	\$6,834,472.00
Strider Construction Co., Inc.	\$6,979,675.00
Oma Construction, Inc.	\$7,058,890.00
Pivetta Brothers Construction, Inc	\$7,088,450.30
Granite Construction Company	\$7,557,395.00
Shoreline Construction Co.	\$7,643,781.10
SRV Construction Inc.	\$8,060,252.65
Olson Brothers Excavating, Inc.	\$8,301,966.00





Legend

- Flow Direction
- Proposed Conveyance Improvements
- Existing Conveyance
- - - - - Water Quality Improvements
- Areas Draining to Regional Treatment Facility
  - Lowell, 9
  - Lowell, 10
  - Lowell, 11
- LW-5A
- LW-5B
- LW-5C
- LW-6A

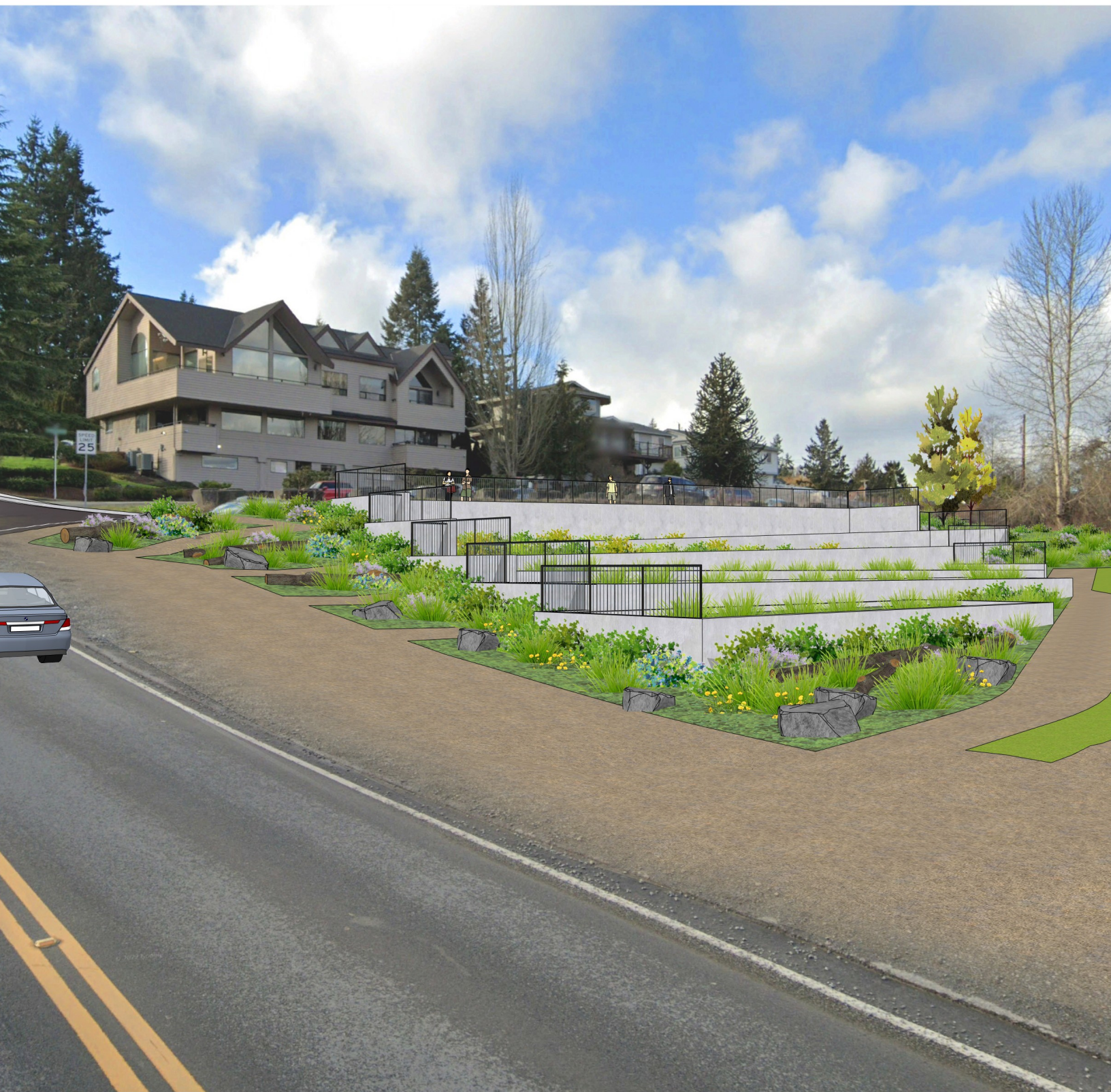
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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Lenora Regional Stormwater Facility  
Project Map





**From:** [Angela Ely](#)  
**To:** [Marista Jorve](#)  
**Cc:** [Jennifer Gregerson](#); [DL-Council](#); [David Hall](#)  
**Subject:** FW: [EXTERNAL] Support for (8) CB 2601-02  
**Date:** Wednesday, January 28, 2026 10:31:37 AM

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Category 2: Sensitive information

Hello,

Please submit the email below as written comment for the record at this afternoons Council meeting.

Thank you,  
Angie

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

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**From:** David Bly <david.blyc21@gmail.com>  
**Sent:** Wednesday, January 28, 2026 9:29 AM  
**To:** DL-Council <Council@everettwa.gov>  
**Subject:** [EXTERNAL] Support for (8) CB 2601-02

**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.

You got it — here's a **tight, clear 2-minute public comment version**. It's direct, grounded in facts, and easy to read aloud without sounding scripted.

Good evening Mayor Franklin and Members of the City Council,

My name is David Bly, and I am a licensed restaurant owner in the City of Everett. I am here tonight in support of Council Bill CB 2601-02 regarding unlicensed mobile food vendors.

As a permitted food service operator, my business is required to comply with extensive city, county, and state regulations. We maintain a city business license, Snohomish County Health Department permits, certified food protection management, and comply with fire, labor, and safety codes. We undergo random monthly health inspections and face fines or closure for any violations. We also pay all required sales, B&O, property, and payroll taxes.

Despite these requirements, I regularly observe unpermitted food tents operating throughout Everett in ways that raise serious public safety and fairness concerns.



For example, a food tent sets up daily at **19th Avenue SE and 110th Street SE in front of KeyBank**. This vendor sells the same type of food as multiple licensed restaurants directly across the street. The operation occupies private property, obstructs the city sidewalk, creates a distraction for drivers at a busy intersection, and uses open flames to cook food near pedestrian traffic.

Another vendor regularly sets up at **128th Street SW and 4th Avenue**, operating directly on the sidewalk and forcing pedestrians into the street to get around it.

A third food tent operates nightly at **4th Avenue West and Everett Mall Way**, taking up an estimated **80 percent of the sidewalk**, severely limiting pedestrian access in a high-traffic area.

These situations reflect exactly why this ordinance is needed. Unpermitted vendors operate without verified access to proper sanitation, potable water, temperature control, or fire safety oversight. This puts the public at risk and creates an unfair competitive environment for businesses that follow the rules.

I appreciate that this ordinance is balanced. It includes reasonable exemptions, clear definitions, and focuses enforcement on truly unlicensed commercial activity—not community events or small nonprofit efforts.

I urge the City Council to adopt Council Bill CB 2601-02 to protect public health, pedestrian safety, and fairness for compliant businesses.

Thank you for your time and consideration.

David Bly  
Everett, Washington  
Licensed Restaurant Owner