



# EVERETT

WASHINGTON

## Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, March 4, 2026 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Mayor's Comments

Approval Of Minutes: February 25, 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 \$3,775,979.69 For The Period Ending February 14, 2026 Through February 20, 2026.

Documents:

[RES\\_CLAIMS PAYABLE 022026.PDF](#)

(2) Adopt A Resolution Declaring A 2012 Ford F-550 With Enpak, J0116 & M0074 Surplus And Authorizing Its Sale At Public Auction.

Documents:

[2012 FORD F-550 SURPLUS.PDF](#)

(3) Adopt A Resolution Declaring A 2023 Ford F-750 Hooklift Truck, J0186, Surplus And Authorizing Sale At Public Auction.

Documents:

[2023 FORD 750 SURPLUS.PDF](#)

(4) Award Invitation For Bid #2025-092 Vehicle Upfit And Service Bodies And Authorize The Mayor To Sign The Services Agreement As Substantially Provided With Allied Body Works, Inc., Not To Exceed \$2,000,000 Per Year, Including Washington State Tax.

Documents:

[2025-092 VEHICLE UPFIT AND SERVICE BODIES AWARD.PDF](#)

(5) Authorize The Mayor To Award And Execute Agreements For 2026 Human Needs Fund Allocations.

Documents:

[2026 HUMAN NEEDS FUNDING RESOLUTION.PDF](#)

(6) Authorize The Mayor To Sign Amendment No. 1 With Kimley Horn And Associates For The Safe Streets And Roads For All Safety Action Plan.

Documents:

[KIMLEY-HORN\\_SAFETY STREET 4 ALL\\_AMENDMENT NO. 1.PDF](#)

#### PROPOSED ACTION ITEMS:

(7) CB 2602-06 –2nd Reading – Adopt An Ordinance Amending Ordinance 4084-25 Entitled, "Thornton A. Sullivan Park Floating Dock Repairs", Fund 354, Program 100, To Accumulate All Cost For The Project. (3rd & Final Reading 3/11/26)

Documents:

[CB 2601-06.PDF](#)

(8) CB 2602-07 – 2nd Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "WFP Water Standpipe Replacement" Fund 336, Program 052. (3rd & Final Reading 3/11/26)

Documents:

[CB 2601-07.PDF](#)

(9) CB 2602-08 –2nd Reading – Adopt An Ordinance Creating A New Chapter Of The Everett Municipal Code Relating To Endangerment With A Controlled Substance. (3rd & Final Reading 3/11/26)

Documents:

[CB 2601-08.PDF](#)

#### ACTION ITEMS:

(10) CB 2602-09 – 3rd & Final Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "2026 Pavement Maintenance Overlay" Fund 303, Program 138, To Accumulate All Costs For The Improvement.

Documents:

[CB 2602-09.PDF](#)

(11) Authorize A Call For Bids For The 2026 Pavement Maintenance Overlay Project.

Documents:

Executive Session

Adjourn

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

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

### **AGENDAS, BROADCAST AND RECORDINGS**

- The Council agendas and meeting recordings can be found, in their entirety, at [everettwa.gov/citycouncil](https://www.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->.*



**Project title:** Adopt a Resolution Declaring a 2012 Ford F-550 With Enpak Unit Surplus and Authorizing Sale at Public Auction

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 3/4/26  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**  
Yes X No

**PowerPoint presentation:**  
Yes X No

**Attachments:**  
Resolution

**Department(s) involved:**  
Procurement & Motor Vehicles

**Contact person:**  
Theresa Bauccio-Teschlog

**Phone number:**  
(425) 257-8901

**Email:**  
tbauccio@everettwa.gov

**Initialed by:**  
*MEB*  
Department head

Administration

Council President

**Project:** Resolution declaring a 2012 Ford -F550 with Enpak Unit (J0116 & M0074) Surplus and Authorizing Sale at Public Auction

**Partner/Supplier:**

**Location:**

**Preceding action:**

**Fund:** 401 Utilities

**Fiscal summary statement**

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

**Project summary statement:**

The Public Works Department, Utility Division, owns a 2012 Ford F-550 with Enpak Unit (J0116 & M0074), which is being surplused based on its age, maintenance cost, and maintenance cost scoring.

J0116 has approximately 203,831 miles, and combined with the attached Enpak Unit, has an estimated surplus value of \$12,000. The truck was replaced by J0197 in 2024 and is no longer needed.

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

Adopt a Resolution declaring a 2012 Ford F-550 with Enpak, J0116 & M0074 surplus and authorizing its sale at public auction.



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

**A RESOLUTION declaring a 2012 Ford -F550 with Enpak Unit (J0116 & M0074) surplus and authorizing it for sale at public auction.**

**WHEREAS,**

1. The City has a 2012 Ford -F550 with Enpak Unit (J0116 & M0074), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2012 Ford -F550 with Enpak Unit (J0116 & M0074);
2. The disposition of this equipment at a public auction is hereby authorized.

\_\_\_\_\_  
Councilmember introducing Resolution

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

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

**Project title:** Adopt a Resolution Declaring a 2023 Ford F-750 Hooklift Truck Surplus and Authorizing Sale at Public Auction

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 3/4/26  
Action  
Ordinance  
Public hearing  
Yes  No

**Budget amendment:**  
Yes  No

**PowerPoint presentation:**  
Yes  No

**Attachments:**  
Resolution

**Department(s) involved:**  
Procurement & Motor Vehicles

**Contact person:**  
Theresa Bauccio-Teschlog

**Phone number:**  
(425) 257-8901

**Email:**  
tbauccio@everettwa.gov

**Initialed by:**  
*MEB*  
Department head

Administration

Council President

**Project:** Resolution declaring a 2023 Ford F-750 Hooklift Truck(J0186) Surplus and Authorizing Sale at Public Auction

**Partner/Supplier:** N/A

**Location:** N/A

**Preceding action:** N/A

**Fund:** 126 Motor Vehicle Replacement

**Fiscal summary statement**

Funds received from this surplus sale will be returned to Fund 126 Motor Vehicle Replacement.

**Project summary statement:**

The Parks and Facilities Department owns a 2023 Ford F-750, J0186, with a flatbed and chipper body. J0186 has 822 miles and is being surplused because the City has begun outsourcing large tree and limb removals to mitigate risk to team members and property.

J0186 has an estimated surplus value of \$130,000 and will not be replaced.

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

Adopt a Resolution declaring a 2023 Ford F-750 Hooklift Truck, J0186, surplus and authorizing sale at public auction.



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

**A RESOLUTION declaring a 2023 Ford F-750, J0186 surplus and authorizing it for sale at public auction.**

**WHEREAS,**

1. The City has a 2023 Ford F-750, J0186, and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2023 Ford F-750, J0186;
2. The disposition of this equipment at a public auction is hereby authorized.

\_\_\_\_\_  
Councilmember introducing Resolution

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

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

**Project title:** Award Invitation for Bid #2025-092 Vehicle Upfit and Service Bodies and Authorize the Mayor to Sign the Service Agreement with Allied Body Works, Inc.

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
 Proposed action  
 Consent 3/04/26  
 Action  
 Ordinance  
 Public hearing  
 Yes X No

**Budget amendment:**  
 Yes X No

**PowerPoint presentation:**  
 Yes X No

**Attachments:**  
 Bid Tabulation and Service Agreement

**Department(s) involved:**  
 Procurement & Motor Vehicle Division

**Contact person:**  
 Theresa Bauccio-Teschlog

**Phone number:**  
 (425) 257-8901

**Email:**  
 tbauccio@everettwa.gov

**Initialed by:**  
 MEB  
 Department head

Administration

Council President

**Project:** Vehicle Upfit and Service Bodies

**Partner/Supplier:** Allied Body Works, Inc.

**Location:**

**Preceding action:** 12/10/25 Authorize Release of Invitation for Bid #2025-092 Vehicle Upfit and Service Bodies

**Fund:** 501

**Fiscal summary statement:**

The award amount for the vehicle upfit and service body installation services is approximately \$2,000,000 annually, including sales tax. The Service Agreement authorizes City staff to request equipment to be installed on City-owned vehicles as needed.

**Project summary statement:**

The City annually purchases several incomplete truck and van chassis, pickup trucks, and empty cargo vans, all destined to be converted into City service vehicles. These vehicles require the installation of specialized equipment and upfitting before City departments can use them for daily operations.

In 2023, the City previously awarded two contracts on the basis of line-item for each part of the contract and used two suppliers for this work. Dealing with more than one supplier for each part of this work has created administrative and logistical challenges.

The City released the Invitation for Bid for vehicle upfitting on December 11, 2025. The bid contained two parts, Part A for car upfitting and Part B for cargo van upfitting.

The City advertised the bid opportunity in the Everett Herald. Additionally, the City directly notified ten (10) companies about the bid opportunity.

On January 20, 2026, the City received four bids.

Allied Body Works, Inc. submitted the lowest total and complete bid for all items of Part A. Allied also submitted the lowest total and complete bid for all items of Part B.

City staff recommends that the City Council award the Services Agreement for both Part A and Part B to Allied Body Works, Inc.

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

Award Invitation for Bid #2025-092 Vehicle Upfit and Service Bodies and authorize the Mayor to sign the Service Agreement as substantially provided with Allied Body Works, Inc., not to exceed \$2,000,000 per year, including Washington state tax.

**City of Everett  
Bid Tabulation - Part A**

**Contract Title:** Vehicle Upfit and Service Bodies

**Bid Number:** 2025-092

**Submittal Deadline:** 1/20/2026

**Procurement Professional:** Jenny Chang

				AlVan Equip NW, Inc. SeaTac, WA		Allied Body Works, Inc. Seattle, WA		Aalbu Brothers Truck Bodies Arlington, WA		Nelson Truck Equipment Company Kent, WA	
<b>Part A1 - Equipment</b>											
Item	Description	Estimated Value		Markup	Extended	Markup	Extended	Markup	Extended	Markup	Extended
1	Body lighting	\$25,000.00		NO BID	\$0.00	12%	\$28,000.00	20%	\$30,000.00	25%	\$31,250.00
2	Bed liners	\$50,000.00		NO BID	\$0.00	7%	\$53,500.00	15%	\$57,500.00	22%	\$61,000.00
3	Bed inserts	\$40,000.00		NO BID	\$0.00	9%	\$43,600.00	20%	\$48,000.00	22%	\$48,800.00
4	Cab guards	\$25,000.00		NO BID	\$0.00	12%	\$28,000.00	20%	\$30,000.00	25%	\$31,250.00
5	Canopies	\$80,000.00		NO BID	\$0.00	12%	\$89,600.00	NO BID	\$0.00	20%	\$96,000.00
6	Tonneau covers	\$15,000.00		NO BID	\$0.00	7%	\$16,050.00	NO BID	\$0.00	25%	\$18,750.00
7	Liftgates	\$30,000.00		NO BID	\$0.00	12%	\$33,600.00	20%	\$36,000.00	23%	\$36,900.00
8	Bed-mounted fuel tanks	\$15,000.00		NO BID	\$0.00	16%	\$17,400.00	20%	\$18,000.00	25%	\$18,750.00
9	Winches	\$10,000.00		NO BID	\$0.00	16%	\$11,600.00	20%	\$12,000.00	22%	\$12,200.00
10	Toolboxes	\$25,000.00		NO BID	\$0.00	12%	\$28,000.00	20%	\$30,000.00	22%	\$30,500.00
11	Cranes	\$150,000.00		NO BID	\$0.00	20%	\$180,000.00	15%	\$172,500.00	17%	\$175,500.00
12	Compartment heaters	\$10,000.00		NO BID	\$0.00	16%	\$11,600.00	20%	\$12,000.00	22%	\$12,200.00
13	Hydraulic generators	\$10,000.00		NO BID	\$0.00	20%	\$12,000.00	15%	\$11,500.00	22%	\$12,200.00
14	Self-contained generator and welder	\$60,000.00		NO BID	\$0.00	20%	\$72,000.00	15%	\$69,000.00	20%	\$72,000.00
15	Air compressors	\$80,000.00		NO BID	\$0.00	20%	\$96,000.00	15%	\$92,000.00	20%	\$96,000.00
16	Hose reels	\$20,000.00		NO BID	\$0.00	12%	\$22,400.00	20%	\$24,000.00	20%	\$24,000.00
17	Pass-through bumpers	\$20,000.00		NO BID	\$0.00	12%	\$22,400.00	20%	\$24,000.00	20%	\$24,000.00
18	Service Body	\$300,000.00		NO BID	\$0.00	12%	\$336,000.00	15%	\$345,000.00	22%	\$366,000.00
19	Hydraulically or electrically operated crane	\$125,000.00		NO BID	\$0.00	20%	\$150,000.00	15%	\$143,750.00	20%	\$150,000.00
20	Hydraulics for generator	\$3,000.00		NO BID	\$0.00	20%	\$3,600.00	15%	\$3,450.00	25%	\$3,750.00
21	Hydraulically operated outriggers for crane	\$5,000.00		NO BID	\$0.00	20%	\$6,000.00	15%	\$5,750.00	22%	\$6,100.00
22	Hydraulically operated tool circuit	\$15,000.00		NO BID	\$0.00	20%	\$18,000.00	15%	\$17,250.00	25%	\$18,750.00
23	Other miscellaneous hydraulic-related needs	\$30,000.00		NO BID	\$0.00	20%	\$36,000.00	15%	\$34,500.00	35%	\$40,500.00
24	Miscellaneous items not listed	\$200,000.00		NO BID	\$0.00	9%	\$218,000.00	20%	\$240,000.00	22%	\$244,000.00
				<b>Subtotal</b>	<b>\$0.00</b>	<b>Subtotal</b>	<b>\$1,533,350.00</b>	<b>Subtotal</b>	<b>\$1,456,200.00</b>	<b>Subtotal</b>	<b>\$1,630,400.00</b>
<b>Part A2 - Labor and Delivery</b>											
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Labor per Section 2.23, to upfit vehicles with supplied parts. Contractor to supply incidental supplies such as paint.	HOUR	500	NO BID	\$0.00	\$185.00	\$92,500.00	\$155.00	\$77,500.00	\$130.00	\$65,000.00
2	Pick-Up	FLAT FEE	8	NO BID	\$0.00	\$115.00	\$920.00	\$0.00	\$0.00	\$80.00	\$640.00
3	Standard Delivery	FLAT FEE	8	NO BID	\$0.00	\$115.00	\$920.00	\$0.00	\$0.00	\$80.00	\$640.00
4	Expedite: Delivery within 60 days from receipt of vehicle	FLAT FEE	2	NO BID	\$0.00	NO BID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				<b>Subtotal:</b>	<b>\$0.00</b>	<b>Subtotal:</b>	<b>\$94,340.00</b>	<b>Subtotal:</b>	<b>\$77,500.00</b>	<b>Subtotal:</b>	<b>\$66,280.00</b>
				<b>Part 1+2 Subtotal:</b>	<b>\$0.00</b>	<b>Part 1+2 Subtotal:</b>	<b>\$1,627,690.00</b>	<b>Part 1+2 Subtotal:</b>	<b>\$1,533,700.00</b>	<b>Part 1+2 Subtotal:</b>	<b>\$1,696,680.00</b>
				<b>Tax Rate</b>	9.9%	<b>Tax Rate</b>	9.9%	<b>Tax Rate</b>	9.9%	<b>Tax Rate</b>	9.9%
				<b>Tax</b>	\$0.00	<b>Tax</b>	\$161,141.31	<b>Tax</b>	\$151,836.30	<b>Tax</b>	\$167,971.32
				<b>Total</b>	<b>\$0.00</b>	<b>Total</b>	<b>\$1,788,831.31</b>	<b>Total</b>	<b>\$1,685,536.30</b>	<b>Total</b>	<b>\$1,864,651.32</b>

**City of Everett  
Bid Tabulation - Part B**

**Contract Title:** Vehicle Upfit and Service Bodies

**Bid Number:** 2025-092

**Submittal Deadline:** 1/20/2026

**Procurement Professional:** Jenny Chang

			AlVan Equip NW, Inc. SeaTac, WA		Allied Body Works, Inc. Seattle, WA		Aalbu Brothers Truck Bodies Arlington, WA		Nelson Truck Equipment Company Kent, WA		
<b>Part B1 - Equipment</b>											
Item	Description	Estimated Value	Markup	Extended	Markup	Extended	Markup	Extended	Markup	Extended	
1	Body lighting	\$10,000.00	40%	\$14,000.00	12%	\$11,200.00	20%	\$12,000.00	25%	\$12,500.00	
2	Partitions	\$20,000.00	35%	\$27,000.00	7%	\$21,400.00	NO BID	\$0.00	25%	\$25,000.00	
3	Shelving	\$20,000.00	35%	\$27,000.00	7%	\$21,400.00	NO BID	\$0.00	26%	\$25,200.00	
4	Cab storage	\$5,000.00	35%	\$6,750.00	7%	\$5,350.00	NO BID	\$0.00	25%	\$6,250.00	
5	Cabinets	\$30,000.00	35%	\$40,500.00	7%	\$32,100.00	NO BID	\$0.00	25%	\$37,500.00	
6	Hooks	\$2,000.00	35%	\$2,700.00	7%	\$2,140.00	20%	\$2,400.00	25%	\$2,500.00	
7	After-market heaters	\$5,000.00	35%	\$6,750.00	16%	\$5,800.00	20%	\$6,000.00	23%	\$6,150.00	
8	Cargo area flooring	\$10,000.00	35%	\$13,500.00	7%	\$10,700.00	NO BID	\$0.00	25%	\$12,500.00	
9	Miscellaneous items not listed	\$200,000.00	40%	\$280,000.00	9%	\$218,000.00	20%	\$240,000.00	22%	\$244,000.00	
			<b>Subtotal</b>	<b>\$418,200.00</b>	<b>Subtotal</b>	<b>\$328,090.00</b>	<b>Subtotal</b>	<b>\$260,400.00</b>	<b>Subtotal</b>	<b>\$371,600.00</b>	
<b>Part 2 - Labor and Delivery</b>											
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Labor per Section 2.23, to upfit vehicles with supplied parts. Contractor to supply incidental supplies such as paint.	HOUR	500	\$195.00	\$97,500.00	\$185.00	\$92,500.00	\$155.00	\$77,500.00	\$130.00	\$65,000.00
2	Pick-Up	FLAT FEE	3	\$0.00	\$0.00	\$115.00	\$345.00	\$0.00	\$0.00	\$80.00	\$240.00
3	Standard Delivery	FLAT FEE	3	\$0.00	\$0.00	\$115.00	\$345.00	\$0.00	\$0.00	\$80.00	\$240.00
4	Expedite: Delivery within 60 days from receipt of vehicle	FLAT FEE	1	\$0.00	\$0.00	NO BID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			<b>Subtotal:</b>	<b>\$97,500.00</b>	<b>Subtotal:</b>	<b>\$93,190.00</b>	<b>Subtotal:</b>	<b>\$77,500.00</b>	<b>Subtotal:</b>	<b>\$65,480.00</b>	
			<b>Part 1+2 Subtotal:</b>	<b>\$515,700.00</b>	<b>Part 1+2 Subtotal:</b>	<b>\$421,280.00</b>	<b>Part 1+2 Subtotal:</b>	<b>\$337,900.00</b>	<b>Part 1+2 Subtotal:</b>	<b>\$437,080.00</b>	
			<b>Tax Rate</b>	9.9%	<b>Tax Rate</b>	9.9%	<b>Tax Rate</b>	9.9%	<b>Tax Rate</b>	9.9%	
			<b>Tax</b>	\$51,054.30	<b>Tax</b>	\$41,706.72	<b>Tax</b>	\$33,452.10	<b>Tax</b>	\$43,270.92	
			<b>Total</b>	<b>\$566,754.30</b>	<b>Total</b>	<b>\$462,986.72</b>	<b>Total</b>	<b>\$371,352.10</b>	<b>Total</b>	<b>\$480,350.92</b>	



**SERVICES AGREEMENT**

This Services Agreement (“**Agreement**”) is effective as of the date of the Mayor’s signature below and is between the City of Everett, a Washington municipal corporation (the “**City**”), and Service Provider identified in the Basic Provisions below (“**Service Provider**”). This Agreement is for the purpose of the Service Provider providing the services as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Agreement Documents in the Basic Provisions.

BASIC PROVISIONS	
<b>Solicitation</b>	2025-092 Vehicle Upfit and Service Bodies
<b>Service Provider</b>	Allied Body Works, Inc.
	625 S. 96th Street Seattle, WA 98108
	jeremy@alliedbody.com
<b>City Project Manager</b>	Tony Cademarti
	City of Everett – Motor Vehicle Division 3200 Cedar Street Everett, WA 98201
	tcademar@everettwa.gov
<b>Brief Summary of Work</b>	Installation of a variety of custom service bodies and miscellaneous auxiliary equipment on City of Everett-supplied vehicles and truck chassis.
<b>Completion Date</b>	March 19, 2027
<b>Extension Provision</b>	Two (2) one-year extension options at the sole discretion of the City of Everett

<b>BASIC PROVISIONS</b>	
<b>Maximum Compensation Amount</b>	\$2,000,000.00 per contract year (March 1 – February 28)
<b>Agreement Documents</b>	<p>The following documents (“Agreement Documents”) are incorporated by reference and are hereby made a part of this Agreement: this Services Agreement; the solicitation and addenda thereto, including without limitation any Instructions, specifications, and any other document included in the solicitation, and the following document(s), if any:</p> <p>2025-092 Bid Tabulation</p> <p>Service Provider’s response to the solicitation is part of the Agreement Documents, but only to the extent the response is responsive to the solicitation and is in accordance with Section 1 of the General Provisions.</p> <p>During the Contract term, the City may issue one or more purchase orders, each of which will operate as notice to proceed, but only for the Work specified in the purchase order. <b>A purchase order is only a notice to proceed, and the purchase order’s preprinted terms and conditions are not part of this Agreement.</b></p>
<b>Service Provider Insurance Contact Information</b>	<p>Kevin Rabourn</p> <hr/> <p>425-688-8600</p> <hr/> <p>kevin@rabournco.com</p>
<b>Additional Provision(s)</b>	<p>This Agreement is only for Service Provider to do Work for the City as requested by purchase orders from time to time. The Agreement does not guarantee that any amount of work will actually be requested by the City. Service Provider will only be compensated for work requested by purchase orders, up to the Maximum Compensation Amount.</p>

<p><b>State Retirement Systems (must answer both questions)</b></p>	<p>Does Service Provider have 25 or more employees?</p> <p><b>Answer:</b> Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p><b>Answer:</b> N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
---	---

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the Agreement Documents listed in the Basic Provisions.

**CITY OF EVERETT  
WASHINGTON**

**ALLIED BODY WORKS, INC.**

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

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

Name of Signer: Adam Keane

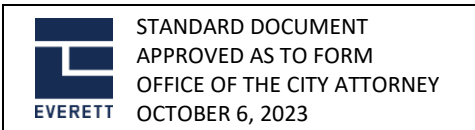
Signer's Email Address: adam@alliedbody.com

Title of Signer: President/Owner

\_\_\_\_\_  
Date

ATTEST

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



**ATTACHMENT  
SERVICES AGREEMENT  
(GENERAL PROVISIONS)**

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 manner and provide the services described in the Agreement Documents. The work so described is hereafter referred to as “Work”.
  - A. 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.
  - B. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an Agreement Document or any part of Agreement Document 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. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the “Additional Provision(s)” portion of the Basic Provisions.
  - C. 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, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Time of Beginning and Completion of Performance.** This Work shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
3. **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 the Agreement Documents.
  - C. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
  - D. 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.
4. **Method of Payment.** To obtain payment, the Service Provider shall follow procedures as required by the City Project Manager.
5. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider. Unless terminated for Service Provider’s material breach, Service Provider shall be paid for Work completed prior to termination.
6. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

7. **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 liability 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 expiration or termination of this Agreement.
8. **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 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.
  - B. The above 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. 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."
  - D. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance and endorsements acceptable to the City Attorney evidencing the required insurance.
  - E. 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.
9. **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.
  10. **Independent Contractor.** 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
  11. **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.
  12. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
  13. **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.
  14. **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.

15. **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.
16. **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.
17. **Modification of Agreement.** This Agreement may only be modified 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.
18. **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.
19. **Notices.**
  - A. Notices to the 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.
20. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
21. **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.
22. **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 on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
23. **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



# City Council Agenda Item Cover Sheet

**Project title:** 2026 Human Needs Funding Resolution

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
 Proposed action  
 Consent 3/4/26  
 Action  
 Ordinance  
 Public hearing  
 Yes X No

**Budget amendment:**  
 x Yes No

**PowerPoint presentation:**  
 Yes X No

**Attachments:**  
 2026 Human Needs Fund Resolution

**Department(s) involved:**  
 Community Development

**Contact person:**  
 Julie Willie  
 Kembra Landry

**Phone number:**  
 425-257-7155

**Email:**  
 klandry@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** 2026 Human Needs Fund Resolution

**Partner/Supplier:** N/A

**Location:** N/A

**Preceding action:** Community Development Advisory Committee Public Hearing 2/3/26

**Fund:** 009 - Human Needs

**Fiscal summary statement:**

Annually, City Council has budgeted funds towards agencies and programs that provide human services and benefit community members in need. For 2026, \$300,000 has been made available from the City’s General Fund. Following similar action in prior years, \$37,593.45 of residual funds from 2025 Human Needs awards will be carried forward for 2026.

A total of \$337,593.45 has been made available for award allocations.

**Project summary statement:**

Managed by the City’s Community Development Division, Human Needs Funds are general fund dollars that directly support the city’s most vulnerable residents through grant awards to community partners. Human Needs funds run consistent with the City’s fiscal year, January to December.

Award recommendations for funding proposals are established annually through a public hearing held by the Community Development Advisory Committee and enacted through City Council action in the form of a Resolution.

Funding recommendations for 2026 awards are presented as continuations of 2025 Human Needs awards and will stay consistent with City Council adopted priority needs for Human Needs funds under Resolution 7931.

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

Authorize the Mayor to award and execute Agreements for 2026 Human Needs fund allocations.



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

A **RESOLUTION** for Expenditure of 2026 Human Needs Grant Funding

**WHEREAS**, the City allocates funding each year to be used for human needs programs; and,

**WHEREAS**, \$300,000 is included in the 2026 budget for this purpose; and,

**WHEREAS**, any remaining unused funding from prior program year awards will be carried forward to increase 2026 Program Year award allocations; and,

**WHEREAS**, any unallocated or unused funds in the current program year may be used for contingency allocations for approved projects under Exhibit A; and,

**WHEREAS**, there exists in the community a call for funds to supplement human needs programs; and,

**WHEREAS**, 2025 Human Needs priorities established by the City Council have been identified for continuation for 2026 Human Needs awards; and,

**WHEREAS**, on February 3<sup>rd</sup>, 2026, the Community Development Advisory Committee convened to review and support 2026 Program Year award allocation recommendations to City Council for allocation of these funds; and,

**WHEREAS**, following action of the Community Development Advisory Committee, the following recommendations for the programs listed in Exhibit A are provided to the City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE EVERETT CITY COUNCIL** that the Mayor or designee is authorized to execute a contract with each of the listed agencies for the programs and amount specified in Exhibit A.

**BE IT FURTHER RESOLVED**, that the Everett City Council authorizes payment of invoices for expenses incurred for the above purposes between January 1, 2026 and December 31, 2026.

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

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

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

**EXHIBIT A**

<b>2026 PROGRAM YEAR REVENUE SOURCE</b>	<b>AMOUNT</b>
HUMAN NEEDS GENERAL FUNDS	\$300,000.00
PRIOR PROGRAM YEAR REALLOCATED FUNDS	\$37,593.45
<b>TOTAL</b>	<b>\$337,593.45</b>
<b>AGENCY (LISTED BY PRIORITY GROUP)</b>	<b>AWARD</b>
<b>HOUSING CHOICES FOR ALL</b>	
ARC of Snohomish County: Housing Assistance and Client Navigation	\$20,000.00
Cocoon House: Transitions Program	\$15,000.00
Snohomish County Legal Services: Housing Justice Project	\$30,000.00
<b>BEHAVIORAL HEALTH</b>	
ChildStrive: Outreach Mental Health Counseling at the Village on Casino Road	\$15,000.00
Compass Health: Compass and Cocoon Partnership	\$15,000.00
Connect Casino Road: Behavioral Health Support	\$25,000.00
Everett Recovery Cafe: Peer Support Recovery Program	\$17,500.00
YWCA: Homeward House	\$30,000.00
<b>OTHER PUBLIC SERVICES</b>	
Housing Hope: Family and Recovery Support	\$15,000.00
Hope Works: Childcare Subsidies	\$10,000.00
Marshallese Association of Puget Sound: Client Support Services	\$10,000.00
<b>CITY PARTNERED SERVICES</b>	
Bridgeways: Everett MAP Court Program	\$40,000.00
Homage: Community Table Dining at Carl Gipson	\$20,000.00
Volunteers of America: Everett Hot Meals Coalition	\$70,000.00
Safe Streets Flex Funds: Client Basic Needs	\$5,093.45
<b>TOTAL AWARD ALLOCATIONS</b>	<b>\$337,593.45</b>

**Project title:** Amendment No. 1 with Kimley Horn and Associates for the Safe Streets and Roads for All Safety Action Plan.

**Council Bill #**

**Project:** Safe Streets and Roads for All: Safety Action Plan

**Partner/Supplier:** Kimley Horn and Associates, Inc.

**Agenda dates requested:**

**Location:** Citywide

**Preceding action:** [Original PSA approved 6/26/24](#)

Briefing

**Fund:** Fund 024 – Engineering and Public Services Fund

Proposed action

Consent 03/04/26

Action

Ordinance

Public hearing

Yes  No

**Fiscal summary statement:**

This is a no cost amendment.

**Budget amendment:**

Yes  No

This amendment extends the contract schedule to June 30, 2025, and also defines the scope of services to be provided under the extension. Additional services provided will be funded with the Management Reserve established in the original professional services agreement (PSA).

**PowerPoint presentation:**

Yes  No

**Project summary statement:**

**Attachments:**

Amendment No. 1, Scope of Work for Management Reserve

The City of Everett awarded Kimley Horn and Associates (consultant) a PSA for the creation of a City of Everett Safety Action Plan in accordance with the requirements of the US Department of Transportation’s (USDOT) Safe Streets and Roads for All program.

**Department(s) involved:**

Public Works, Admin

The consultant submitted the Safety Action Plan to the City on December 18, 2025, for review and comment. Amendment No. 1 includes a time extension, as well as a scope of services for the consultant to complete as part of the City’s feedback on the plan. There is no cost associated with this amendment.

**Contact person:**

Tom Hood

**Phone number:**

425-257-8809

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

**Email:**

thood@everettwa.gov

Authorize the Mayor to sign Amendment No. 1 with Kimley Horn and Associates for the Safe Streets and Roads for All Safety Action Plan.

**Initialed by:**

*RLS*

Department head

Administration

Council President



**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:

<b>Service Provider</b>	Kimley-Horn and Associates, Inc.
<b>City Project Manager</b>	Corey Hert, City Traffic Engineer
	chert@everettwa.gov
<b>Original Agreement Date</b>	7/1/2024

<b>AMENDMENTS</b>							
<b>New Completion Date</b>	<p>If this Amendment changes the Completion Date, enter the new Completion Date: 6/30/2026</p> <p>If no new date is entered, this Amendment does not change the Completion Date.</p>						
<b>New Maximum Compensation Amount</b>	<p>If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.</p> <table border="1" style="width: 100%;"> <tr> <td>Maximum Compensation Amount Prior to this Amendment</td> <td align="right">\$985,451.97</td> </tr> <tr> <td>Compensation Added (or Subtracted) by this Amendment</td> <td align="right">\$0</td> </tr> <tr> <td><b>Maximum Compensation Amount After this Amendment</b></td> <td align="right">\$985,451.97</td> </tr> </table>	Maximum Compensation Amount Prior to this Amendment	\$985,451.97	Compensation Added (or Subtracted) by this Amendment	\$0	<b>Maximum Compensation Amount After this Amendment</b>	\$985,451.97
	Maximum Compensation Amount Prior to this Amendment	\$985,451.97					
	Compensation Added (or Subtracted) by this Amendment	\$0					
<b>Maximum Compensation Amount After this Amendment</b>	\$985,451.97						

<b>Changes to Scope of Work</b>	<p>Scope of Work is changed by ADDING the work in the attachment to this Amendment  </p> <p>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</p>
<b>Other Provisions</b>	None.
<b>Standard Amendment Provisions</b>	<p>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.</p>
	<p>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.</p>
	<p>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.</p>

**SIGNATURES ON FOLLOWING PAGE**

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

**CITY OF EVERETT  
WASHINGTON**

**KIMLEY-HORN AND ASSOCIATES, INC.**

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

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

Name of Signer: Brent Crowther

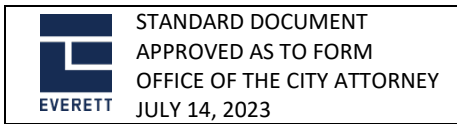
Signer's Email Address: brent.crowther@kimley-horn.com

\_\_\_\_\_  
Date

Title of Signer: Project Manager

ATTEST

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



**City of Everett, WA**  
**SAFETY ACTION PLAN**  
**Amendment Number 01**  
**SCOPE OF WORK FOR MANAGEMENT RESERVE**  
**January 13, 2026**

Prepared by:  
Kimley-Horn and Associates, Inc.  
Contact: Brent Crowther  
[Brent.crowther@kimley-horn.com](mailto:Brent.crowther@kimley-horn.com)  
Direct: 385-420-0941

## **MANAGEMENT RESERVE ADDITIONAL SERVICES SCOPE OF WORK**

CONSULTANT will provide the services specifically set forth below. Services will be provided under Additional Services “Management Reserve” budget as allocated in July 1, 2024, contract.

### **Task 1: Revisions/Comment Response to Safety Action Plan (SAP) Deliverables**

CONSULTANT will provide updates to the completed deliverables developed as part of the final Safety Action Plan submitted to City of Everett and dated December 18, 2025 for review and comment. These updates will focus on refinement of existing content. No new analysis is anticipated to be required.

- Text refinements to improve clarity, accuracy, and consistency, incorporating City feedback.
- Update graphics, tables, and visual elements to reflect City Comments.

### **Task 2: Evergreen Way, Countermeasure Review and Field Assessment**

CONSULTANT will conduct a roadway safety assessment of the Evergreen Way corridor within City of Everett using the latest available data and field observations. Analysis limits are from Airport Road to 41<sup>st</sup> Street, unless otherwise directed by City of Everett.

- Review 2024 and 2025 crash data for the Evergreen Way corridor, identifying new trends since the original SAP analysis (2019-2023 crash data).
- Conduct a site visit to assess existing conditions relating to traffic safety, pedestrian safety, bicycle safety, and transit users. Validate data findings, and document roadway characteristics, user behavior, and environmental factors.
- Prioritize corridor safety issues based on updated data and field notes.
- Summarize findings into a Technical Memorandum.

### **Task 3: Safety Dashboard Updates**

CONSULTANT will update and refine the City’s ArcGIS Online safety dashboard to respond to City feedback.

- Address City comments regarding dashboard functionality, accuracy, formatting, and visual presentation.



# City Council Agenda Item Cover Sheet

**Project title:** An Ordinance Amending Ordinance 4084-25 Entitled, "Thornton A. Sullivan Park Floating Dock Repairs," Fund 354, Program 100, to Accumulate All Costs for the Project

**Council Bill #**

CB 2602-06

**Agenda dates requested:**

Briefing  
 1<sup>st</sup> Reading 02/25/26  
 Proposed action 03/04/26  
 Consent  
 Action 03/11/26  
 Ordinance  
 Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

Ordinance

**Department(s) involved:**

Parks & Facilities

**Contact person:**

Kimberly Moore

**Phone number:**

425.257.8305

**Email:**

KMoore@everettwa.gov

**Initialed by:**

*KBM*

Department head

Administration

Council President

**Project:** Thornton A. Sullivan Park Floating Dock Repairs

**Partner/Supplier:** East Slope Earthworks, LLC

**Location:** 11405 Silver Lake Rd. Everett, WA 98208

**Preceding action:** Funding Ordinance [4084-25](#)

**Fund:** 354, Program 100 (CIP-3)

**Fiscal summary statement:**

On March 26, 2025, City Council adopted a funding Ordinance to fund the design, engineering, and construction costs for the proposed repairs to three floating docks in the amount of \$140,000. This amendment will add \$70,000 in project funding to complete the project. The source of funds for this project is Fund 354, Program 100 (CIP 3).

**Project summary statement:**

Thornton A. Sullivan Park at Silver Lake is one of City of Everett’s most beloved parks and has been a hub of water-based activities for generations of park users. The three floating docks are an integral feature of beach activity, serving organized programming and the general public. At well-over thirty years old the floating docks are long-overdue for deferred maintenance.

Based on a preliminary assessment and recommendations from the engineer’s report conducted in December 2023, many repairs are needed which include resurfacing to remedy significant spalling and delamination of the concrete surfaces, replacement of rotting bull rails, and replacing perimeter walers and edge/rub boards.

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

Adopt an Ordinance amending Ordinance 4084-25 entitled, “Thornton A. Sullivan Park Floating Dock Repairs”, Fund 354, Program 100, to accumulate all cost for the project.



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

**An Ordinance Amending Ordinance No. 4084-25 Entitled, "Thornton A. Sullivan Park Floating Dock Repairs," Fund 354, Program 100, to accumulate all costs for the project.**

**WHEREAS,**

- A.** Ordinance No. 4019-24 was established to fund design.
- B.** Ordinance No. 4084-25 was established to fund design and construction costs for the project.
- C.** The City Council recognizes the value and need to provide Everett residents and visitors with recreation spaces.
- D.** The City recognizes that the floating docks at Thornton A. Sullivan Park are in need of repairs and maintenance.

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

**Section 1.** Section 4 of Ordinance No. 4019-24 which reads as follows:

The sum of \$40,000 is hereby appropriated to Fund 354, Program 100, "Thornton A. Sullivan Park Floating Dock Repairs," project.

<b>A. Use of Funds</b>	
Design and Permitting	<u>\$ 40,000</u>
Total	\$ 40,000

<b>B. Source of Funds</b>	
CIP 3	<u>\$ 40,000</u>
Total Project Cost	\$ 40,000

- 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 re-appropriation.

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

A. Use of Funds	
Design	\$ 40,000
Construction	<u>\$ 100,000</u>
Total	\$ 140,000

B. Source of Funds	
CIP 3	<u>\$ 140,000</u>
Total Project Cost	\$ 140,000

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 re-appropriation.

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

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

**Section 1.** Section 4 of Ordinance No. 4084-25 which reads as follows:

The sum of \$210,000 is hereby appropriated to Fund 354, Program 100, "Thornton A. Sullivan Park Floating Dock Repairs," project.

D. Use of Funds	
Design	\$ 40,000
Construction	<u>\$ 170,000</u>
Total	\$ 210,000

E. Source of Funds	
CIP 3	<u>\$ 210,000</u>
Total Project Cost	\$ 210,000

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

**Section 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 creating a special improvement project entitled "WFP Water Standpipe Replacement" Fund 336, Program 052.

**Council Bill #** *interoffice use*

CB 2602-07

**Agenda dates requested:**

Briefing	
1 <sup>st</sup> Reading	02/25/26
Proposed action	03/04/26
Consent	
Action	03/11/26
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:**

Jeff Marrs

**Phone number:**

425-257-8967

**Email:**

jmarrs@everettwa.gov

**Initialed by:**

*RLS*

Department head

Administration

Council President

**Project:** WFP Water Standpipe Replacement

**Partner/Supplier:** WA State Department of Health

**Location:** Water Filtration Plant (WFP)

**Preceding action:** None

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

**Fiscal summary statement:**

The WA State Department of Health awarded the City a \$500,000 loan through the Drinking Water State Revolving Fund (DWSRF) program for design costs on the project.

The programmed available funding for design of this project is \$750,000. This includes the DWSRF loan funds totaling \$500,000 and Fund 401 – Water & Sewer Utility funds totaling \$250,000.

**Project summary statement:**

The WFP’s water supply system is critical infrastructure that includes a 200,000-gallon standpipe and 8-inch diameter cast iron standpipe supply line. The standpipe and supply line were constructed in 1966. A 2019 condition assessment found corrosion at the base of the standpipe and its anchor bolts. A plantwide resiliency, reliability, and redundancy assessment performed in 2021 found that the standpipe and supply line have reached the end of useful service life and need replacement.

This project will replace the plant water standpipe and standpipe supply line.

Council approval of this ordinance will provide funding for the design phase of the project. The department will return with a subsequent funding ordinance amendment request when design is substantially complete and more detailed construction cost estimates are available.

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

Adopt an Ordinance creating a Special Improvement Project entitled "WFP Water Standpipe Replacement" Fund 336, Program 052.



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

**An ORDINANCE creating a special improvement project entitled “WFP Water Standpipe Replacement” Fund 336, Program 052, to accumulate all costs for the improvement.**

**WHEREAS,**

- A.** The City of Everett is committed to a planned water filtration infrastructure improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new improvements at the Water Filtration Plant.

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

**Section 1.** A special improvement project is hereby established as Fund 336, Program 052, entitled “WFP Water Standpipe Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

**Section 3.** The sum of \$750,000 is hereby appropriated to Fund 336, Program 052, “WFP Water Standpipe Replacement” as follows:

A. Estimated Project Design Costs	\$ 750,000
B. Source of Funds	
Department of Health - DWSRF Loan	\$ 500,000
Fund 401 – Water/Sewer Utility Fund	<u>250,000</u>
Total Funds	\$ 750,000

**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 adopting a new chapter of the Everett Municipal Code relating to Endangerment with a Controlled Substance.

**Council Bill #** *interoffice use*

CB 2602-08

**Agenda dates requested:**

Briefing	2/25/26
2 <sup>nd</sup> Reading	3/04/26
Consent	
Action	3/11/26
Ordinance x	
Public hearing	
Yes	X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

SD\_1-ordinance

**Department(s) involved:**

Legal  
Police

**Contact person:**

Lacey Offutt

**Phone number:**

425-257-8528

**Email:**

LOffutt@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** Ordinance relating to Endangerment with a Controlled Substance

**Partner/Supplier:** NA

**Location:** NA

**Preceding action:** NA

**Fund:** NA

**Fiscal summary statement:**

NA

**Project summary statement:**

This proposed ordinance would create a new gross misdemeanor crime known as Endangerment with a Controlled Substance. Under this new ordinance, a person is guilty of the crime if he or she knowingly or recklessly caused a child, someone under 18 years of age, to be exposed to a Schedule I or Schedule II controlled substance, as scheduled in state or federal law. Schedule I and Schedule II controlled substances include, among others, heroin, fentanyl, LSD, ecstasy, and cocaine. The ordinance provides that providing a scheduled drug to a child pursuant to a valid prescription is not a violation of the ordinance.

Exposing a minor to methamphetamine is a class B Felony under RCW 9A.42.100. This ordinance does not regulate violations that amount to a violation of RCW 9A.42.100.

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

Adopt an Ordinance creating a new chapter of the Everett Municipal Code relating to Endangerment with a Controlled Substance.

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

**An ORDINANCE adopting a new chapter of the Everett Municipal Code relating to Endangerment with a Controlled Substance.**

**WHEREAS,**

- A.** The City of Everett has the power to provide for the punishment of all practices dangerous to public health or safety, and to make necessary for the preservation of public health, peace, and good order, and to provide for the punishment of all persons charged with violating any city ordinance.
- B.** It is a Class B felony under RCW 9A.42.100 to knowingly or intentionally permit dependent children or adults to be exposed to, ingest, inhale, or have contact with methamphetamine or specific ingredients utilized for its production.
- C.** Efforts to amend RCW 9A.42.100 to include the knowing or intentional exposure to fentanyl and other synthetic opioids have repeatedly stalled in the State Legislature.
- D.** The Everett Police Department has investigated thirty-three overdoses involving minor victims since 2019. Over 35% of those investigations (36%) involved children ages 1-3<sup>1</sup>. One was fatal. Of those involving very young children, seven are known to have involved fentanyl, including the fatal exposure.
- E.** Controlled substances come in all forms, and they are regularly made into powders, pills, candies, eye droppers, and nasal sprays.
- F.** Users are unable to discern by sight, taste, or smell just how potent and dangerous these illicit drugs may be due to unregulated sources. The identity, purity, and quantity are uncertain and inconsistent, thus posing significant adverse health risks not only to the user, but also to their family members or members of the public who may be exposed inadvertently or through secondhand contact.
- G.** The Washington State Office of the Family and Children's Ombuds Child Fatalities and Near Fatalities in Washington State 2025 report states that 25% of DCYF-investigated child fatalities, and 66% of near-fatalities, were caused by accidental ingestions and overdoses of controlled substances, with 78% of those combined incidents involving fentanyl<sup>2</sup>. Fentanyl accounted for 30 of the 38 accidental ingestions by children under 11.
- H.** These risks are particularly high for infants and toddlers who may live in close proximity to and come in contact with controlled substances through no fault of their own. Over half (52.5%) of

---

<sup>1</sup> Accurate as of Feb. 13, 2026.

<sup>2</sup> Office of the Family and Children's Ombuds (OFCO), *2025 Annual Report* (Dec. 2025), <https://ofco.wa.gov/sites/default/files/2025-12/2025%20OFCO%20Annual%20Report.pdf> (accessed Feb. 13, 2026).

children involved in accidental ingestions and overdoses investigated by DCYF in 2024 involved children aged 0 and 1 years old<sup>3</sup>.

- I. For those who survive exposure, non-fatal opioid-involved overdoses can result in immediate and long-term complications such as brain injury, developmental difficulties, psychiatric effects, and respiratory complications.
- J. The City encourages the State Legislature to amend RCW 9A.42.100 in such a way that appropriately criminalizes recklessly or knowingly permitting a child to be exposed to, ingest, inhale, absorb or have contact with any controlled substance, including synthetic opioids.
- K. In the interim, the City Council finds that it is necessary and appropriate in protecting the public health, safety, and welfare to take immediate steps to protect children from the dangers of exposure to powerful controlled substances such as fentanyl and deter the endangerment of children caused by exposure to these substances.

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

**Section 1. Findings adopted**

The findings set forth in the above recitals are hereby adopted and incorporated by reference. Further, the City Council specifically finds that the regulation of the conduct addressed in this Ordinance is a valid exercise of police power.

**Section 2. New Chapter 10.xx EMC**

A new chapter 10.41 is hereby added to the Everett Municipal Code as chapter 10.41 EMC as follows:

**Chapter 10.41**

**Endangerment with a Controlled Substance**

**10.41.010 Definitions**

For the purpose of this Chapter, the following terms shall apply:

- A. "Child" shall mean the same as the term is defined in RCW 9A.42.010.
- B. "Controlled Substance" shall mean the same as the term is defined in RCW 69.50.101.
- C. "Prescription" shall mean the same as the term is defined in RCW 69.50.101.

**10.41.020 Endangerment with a Controlled Substance**

- A. Under circumstances not amounting to endangerment with a controlled substance under RCW 9A.42.100, a person is guilty of the crime of endangerment with a controlled substance if the

---

<sup>3</sup> Office of the Family and Children's Ombuds (OFCO), *2025 Annual Report* (Dec. 2025), <https://ofco.wa.gov/sites/default/files/2025-12/2025%20OFCO%20Annual%20Report.pdf> (accessed Feb. 13, 2026).

person knowingly or recklessly causes a child to be exposed to, ingest, inhale, absorb, or have contact with any controlled substance classified in Schedule I or Schedule II as set forth in State or Federal law, or the smoke of a substance that the person knows, or reasonably should know, contains, or is contaminated with, a controlled substance classified in Schedule I or Schedule II.

- B. Administering or providing a controlled substance to a child in the course of delivering health care services pursuant to and in accordance with a valid prescription is not a violation of this Section.
- C. This chapter shall not apply to, nor be deemed or construed to conflict with, conduct specifically prohibited by RCW 9A.42.100.

**10.41.030. Penalty for Violations**

Any person who violates this section is guilty of a gross misdemeanor punishable by up to 364 days in jail and a \$5,000 fine.

**10.41.040. Preemption**

In the event the Washington State Legislature passes a law preempting this Chapter, this Chapter shall cease to have effect on the same date the state statute comes into effect. Any violation of this Chapter that occurs prior to the preempting statute coming into effect may be prosecuted and punished pursuant to this Ordinance.

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

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

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

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

CASSIE FRANKLIN, MAYOR

---

ATTEST:

\_\_\_\_\_  
CITY CLERK

Passed: \_\_\_\_\_

Valid: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

**Project title:** An Ordinance creating a special improvement project entitled “2026 Pavement Maintenance Overlay” Fund 303, Program 138, to accumulate all costs for the improvement.

**Council Bill #**

CB 2602-09

**Agenda dates requested:**

Briefing

Proposed action 02/25/26  
(1<sup>st</sup> and 2<sup>nd</sup> reading)

Consent

Action 03/04/26

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 Pavement Maintenance Overlay

**Partner/Supplier:** N/A

**Location:** Multiple locations

**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 \$3,000,000. The funding sources for this project will be as follows:

Fund 119 – Street Improvements	<u>\$3,000,000</u>
Total Funds	\$3,000,000

**Project summary statement:**

The 2026 Pavement Maintenance Overlay project includes grinding, hot-mix-asphalt (HMA) overlay, pavement markings, traffic induction loops, and associated utility adjustments at multiple locations. This includes 19<sup>th</sup> Street, Summit Avenue, Wetmore Avenue, Railway Avenue, Friday Avenue, Grandview Avenue, Elk Hill Drive, Evergreen Way, and W. Mukilteo Boulevard.

Staff requested first and second readings be combined to aid in releasing bid documents for these projects.

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

Adopt an Ordinance creating a Special Improvement Project entitled “2026 Pavement Maintenance Overlay” Fund 303, Program 138, to accumulate all costs for the improvement.



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

**An ORDINANCE creating a special improvement project entitled “2026 Pavement Maintenance Overlay” Fund 303, Program 138, to accumulate all costs for the improvement.**

**WHEREAS,**

- A. The City of Everett is committed to a planned street preservation program; and
- B. The City of Everett has identified the need and obtained funds to construct certain preservation improvements to arterial street segments.

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

**Section 1.** A special improvement project is hereby established as Fund 303, Program 138, entitled “2026 Pavement Maintenance Overlay” 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 \$3,000,000 is hereby appropriated to Fund 303, Program 138, “2026 Pavement Maintenance Overlay” as follows:

A.	Estimated Construction Costs	\$3,000,000
B.	Source of Funds	
	Fund 119 – Street Improvements	<u>3,000,000</u>
	Total Funds	\$3,000,000

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

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

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

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

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

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

ATTEST:

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

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

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

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

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

**Project title:** Authorize a Call for Bids for the 2026 Pavement Maintenance Overlay project.

**Council Bill #**

**Project:** 2026 Pavement Maintenance Overlay

**Partner/Supplier:** N/A

**Agenda dates requested:**

**Location:** Multiple locations

**Preceding action:** N/A

Briefing

Proposed action

Consent

Action 03/4/26

Ordinance

Public hearing

Yes  No

**Budget amendment:**

Yes  No

**PowerPoint presentation:**

Yes  No

**Attachments:**

Vicinity Map

**Department(s) involved:**

Public Works

**Contact person:**

Tom Hood

**Phone number:**

425-257-8809

**Email:**

THood@everettwa.gov

**Fund:** 303 – Public Works Improvement Projects  
401 – Water & Sewer Utility

**Fiscal summary statement:**

The funding source for this project will be \$3,000,000 in local funds from Fund 119 – Street Improvements and \$350,000 from Fund – 401 Water & Sewer Utility, for costs totaling \$3,350,000.

**Project summary statement:**

The plans and specifications are complete, and the 2026 Pavement Maintenance Overlay project is ready to be advertised for construction bids.

The project includes grinding, hot-mix-asphalt (HMA) overlay, pavement markings, traffic induction loops, and associated utility adjustments at multiple locations. This includes 19<sup>th</sup> Street, Summit Avenue, Wetmore Avenue, Railway Avenue, Friday Avenue, Grandview Avenue, Elk Hill Drive, Evergreen Way, and W. Mukilteo Boulevard.

Should the bids exceed available funding, the project’s scope will be adjusted.

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

Authorize a Call for Bids for the 2026 Pavement Maintenance Overlay project.

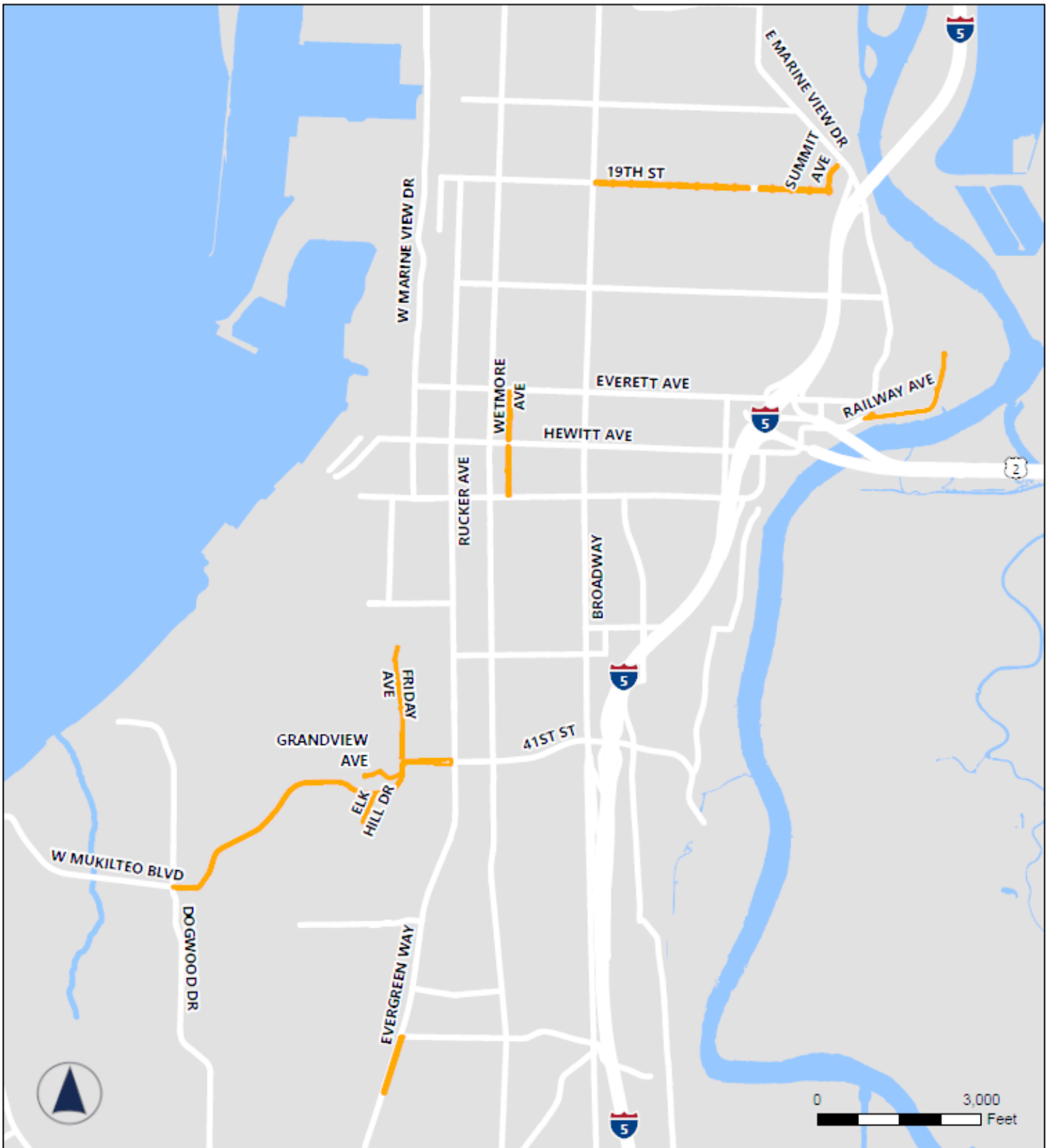
**Initialed by:**

*RLS*

Department head

Administration

Council President



## VICINITY MAP 2026 PAVEMENT MAINTENANCE OVERLAY

11/20/2025

