

Everett City Council Agenda

6:30 P.M. February 10, 2016

City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: February 3, 2016

Mayor's Comments - Swear in Everett Police Officer Kerby Duncan

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

COUNCIL BRIEFING AGENDA: (These items come before the City Council serving as a Council Committee of the Whole and are likely to be scheduled at a future meeting.)

(1) 2016 Tourism Strategy

(2) CB 1602-05–1st Reading – Adopt the Proposed Ordinance creating a Special Construction Fund entitled “Duplex –Phone and Data Room Remodel Project”, Fund 342, Program 021, authorizing the design and remodel of the existing Duplex Phone & Data Room. (3rd and final reading on 2-24-16).

Documents: [CB 1602-05.pdf](#)

(3) CB 1602-06 – 1st Reading – Adopt the Proposed Ordinance creating a Special Construction Fund entitled “Police Headquarters Masonry Restoration Project”, Fund 342, Program 020, authorizing the design and restoration of the existing masonry at Police Headquarters. (3rd and final reading on 2-24-16).

Documents: [CB 1602-06.pdf](#)

(4) CB 1602-07 – 1st Reading – Adopt the Proposed Ordinance creating a Special Construction Fund entitled “South Precinct Roof Replacement Project”, Fund 342, Program 022, authorizing the roof replacement at the South Precinct (3rd and final reading on 2-24-16).

Documents: [CB 1602-07.pdf](#)

PROPOSED ACTION ITEMS:

(5) CB 1601-03 – 2nd Reading – Adopt the Proposed Ordinance terminating the Amended Development Agreement with Rockefeller Avenue LLC for property on the east side of Rockefeller Avenue between 26th Street and Everett Avenue, amending Section 1-5 of Ordinance No. 2847-05 (3rd and final reading and public hearing on 2-17-16.).

Documents: [CB 1601-03.pdf](#)

(6) CB 1601-04– 2nd Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled “Forest Park Swim Center Improvements Project”, Fund 354, Program 048, to accumulate all costs for the improvement project. (3rd and final reading on 2-17-16.)

Documents: [CB 1601-04.pdf](#)

CONSENT ITEMS:

(7) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of \$3,011,741.01 for the period of January 23, 2016 through January 29, 2016.

Documents: [res-73.pdf](#)

(8) Adopt Resolution No. ____ authorizing payroll claims against the City of Everett in the amount of \$3,628,936.00 for the period ending January 23, 2016.

Documents: [payroll-52.pdf](#)

PUBLIC HEARING:

(9) Adopt Resolution declaring the sale and transfer of City owned property in the 1800 block of Chestnut to be in the best interest of the City and authorizing its sale and conveyance –and- authorizing the Mayor to sign the quit claim deed and take all other actions necessary to complete the transfer of the property.

Documents: [Chestnut.pdf](#)

ACTION ITEMS:

(10) Authorize the Mayor to sign the Sales Order with Terms and Conditions with Pluralsight, LLC for e-Learning Subscriptions in the amount of \$9828.00 including Washington State sales tax.

Documents: [Pluralsight-1.pdf](#)

Executive Session

Adjourn

Everett City Council agendas can be found, in their entirety, on the City of Everett Web Page at www.everettwa.gov/citycouncil.

Everett City Council meetings are recorded for rebroadcast on the [Everett Channel](#), Comcast Channel 21 and Frontier Channel 29, at 12:00 p.m. on Monday and Tuesday; 2 p.m. and 7:00 p.m. Thursday; 7 p.m. Friday and Sunday; 10:00 a.m., Saturday.

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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance creating the special construction fund entitled "Duplex – Phone & Data Room Remodel Project", Fund 342, Program 021, authorizing the design and remodel of the existing Duplex Phone & Data Room

_____ Consent
 _____ Action
 2/10 First Reading
 2/17 Second Reading
 2/24 Third Reading
 _____ Public Hearing

COUNCIL BILL # CB1602-05
 Originating Department Facilities
 Contact Person Scott Pattison
 Phone Number 425-257-8846
 FOR AGENDA OF February 10, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President db
sm

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
9425 Holly Drive	None	Ordinance	Facilities, Information Technology

Amount Budgeted	\$140,000.00	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	Fund 342, Program 021
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The City-owned Duplex located between the South Library and Fire Station No. 6 has been abandoned for years and has become an attractive nuisance. An existing City phone and data hub is located in a garage in the Duplex. The plan for this project is to demolish the existing Duplex and create a solid and secure structure around the existing phone and data room. The proposed Ordinance will fund the design and remodel of the existing Duplex Phone & Data Room.

The estimated cost of the project is as follows:

Design	\$ 10,000
Construction	\$ 120,000
<u>Project Costs</u>	<u>\$ 10,000</u>
TOTAL	\$ 140,000

The source of funds will be CIP 1.

RECOMMENDATION: Adopt an Ordinance creating the special construction fund entitled "Duplex – Phone & Data Room Remodel Project", Fund 342, Program 021, authorizing the design and remodel of the existing Duplex Phone & Data Room.



ORDINANCE NO. _____

AN ORDINANCE creating the special construction fund entitled "Duplex – Phone & Data Room Remodel Project", Fund 342, Program 021, authorizing the design and remodel of the existing Duplex Phone & Data Room.

WHEREAS, the City Council has recognized the need to remodel the Duplex phone and data room located at 9425 Holly Drive.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: A special construction fund is hereby established as Fund 342, Program 021 entitled "Duplex – Phone & Data Room Remodel Project" to accumulate the design and construction costs required to remodel the phone and data room at the Duplex.

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

Section 3: The estimated cost of the project is \$140,000.00 including costs related to design, construction, equipment and contract administration.

Section 4: The sum of \$140,000.00 is hereby appropriated to Fund 342, Program 021 "Duplex – Phone & Data Room Remodel Project".

A. Use of Funds

Design	\$ 10,000
Construction	120,000
Project Costs	<u>10,000</u>
Total	\$ 140,000

B. Source of Funds

CIP 1	\$140,000
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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.

Section 5: The City Treasurer of the City of Everett is hereby authorized to negotiate a reasonable rate of interest and obtain temporary financing to satisfy interim construction costs. Temporary financing shall be redeemed as soon as reimbursement is received.

Section 6: Severability. If any provision of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that this ordinance would have been enacted without the provision so held unconstitutional or invalid and the remainder of this ordinance shall not be affected as a result of said part being unconstitutional or invalid.

CITY OF EVERETT

Ray Stephanson, Mayor

Attest:

Sharon Fuller, City Clerk

Passed:

Valid:

Published:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance creating the special construction fund entitled "Police Headquarters Masonry Restoration Project", Fund 342, Program 020, authorizing the design and restoration of the existing masonry at Police Headquarters.

_____ Consent
 _____ Action
 2/10 First Reading
 2/17 Second Reading
 2/24 Third Reading
 _____ Public Hearing

COUNCIL BILL # CB1602-06
 Originating Department Facilities
 Contact Person Scott Pattison
 Phone Number 425-257-8846
 FOR AGENDA OF February 10, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President db
jm

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
3002 Wetmore Avenue	None	Ordinance	Facilities, Police Department.

Amount Budgeted	\$515,000.00	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	Fund 342, Program 020
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Police Headquarters is in need of a masonry restoration to repair defects, provide additional strength, and extend the life of the building. The scope of work includes cleaning and sealing, tuck pointing grout joints, rebuilding some parapet corners and installing helical wall ties. The construction documents for this project were completed in 2015. The design cost includes the cost for construction administration. The proposed Ordinance will fund the design and restoration of the existing masonry at the Police Headquarters.

The estimated cost of the project is as follows:

Design	\$ 10,000
Construction	\$ 495,000
<u>Project Costs</u>	<u>\$ 10,000</u>
TOTAL	\$ 515,000

The source of funds will be CIP 1.

RECOMMENDATION:

Adopt an Ordinance creating the special construction fund entitled "Police Headquarters Masonry Restoration Project", Fund 342, Program 020, authorizing the design and restoration of the existing masonry at Police Headquarters.



ORDINANCE NO. _____

AN ORDINANCE creating the special construction fund entitled "Police Headquarters Masonry Restoration Project", Fund 342, Program 020, authorizing the design and restoration of the existing masonry at the Police Headquarters.

WHEREAS, the City Council has recognized the need to restore the masonry at the Police Headquarters located at 3002 Wetmore Avenue.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: A special construction fund is hereby established as Fund 342, Program 020 entitled "Police Headquarters Masonry Restoration Project" to accumulate the design and restoration costs required to restore the existing masonry.

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

Section 3: The estimated cost of the project, including costs related to design, construction, equipment, and contract administration shall be determined at the completion of design development.

Section 4: The sum of \$515,000.00 is hereby appropriated to Fund 342, Program 020 "Police Headquarters Masonry Restoration Project".

A. Use of Funds	
Design	\$ 10,000
Construction	495,000
Project Costs	<u>10,000</u>
Total	\$ 515,000

B. Source of Funds	
CIP 1	\$515,000

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.

Section 5: The City Treasurer of the City of Everett is hereby authorized to negotiate a reasonable rate of interest and obtain temporary financing to satisfy interim construction costs. Temporary financing shall be redeemed as soon as reimbursement is received.

Section 6: Severability. If any provision of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that this ordinance would have been enacted without the provision so held unconstitutional or invalid and the remainder of this ordinance shall not be affected as a result of said part being unconstitutional or invalid.

CITY OF EVERETT

Ray Stephanson, Mayor

Attest:

Sharon Fuller, City Clerk

Passed:

Valid:

Published:

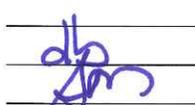
EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance creating the special construction fund entitled "South Precinct Roof Replacement Project", Fund 342, Program 022, authorizing the roof replacement at the South Precinct.

_____ Consent
 _____ Action
 2/10 First Reading
 2/17 Second Reading
 2/24 Third Reading
 _____ Public Hearing

COUNCIL BILL # CB1602-07
 Originating Department Facilities
 Contact Person Scott Pattison
 Phone Number 425-257-8846
 FOR AGENDA OF February 10, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
1121 SE Everett Mall Way	None	Ordinance	Facilities

Amount Budgeted	\$500,000.00	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	Fund 342, Program 022
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The existing Everett Police Department South Precinct roof has suffered numerous leaks and membrane bubbles in recent years and needs to be replaced. The proposed Ordinance will fund the design and replacement of the South Precinct roof.

The estimated cost of the project is as follows:

Design	\$ 50,000
Construction	\$ 440,000
<u>Project Costs</u>	<u>\$ 10,000</u>
TOTAL	\$ 500,000

The source of funds will be CIP 1.

RECOMMENDATION:

Adopt an Ordinance creating the special construction fund entitled "South Precinct Roof Replacement Project", Fund 342, Program 022, authorizing the roof replacement at the South Precinct.



ORDINANCE NO. _____

AN ORDINANCE creating the special construction fund entitled "South Precinct Roof Replacement Project", Fund 342, Program 022, authorizing the roof replacement at the South Precinct.

WHEREAS, the City Council has recognized the need to replace the existing roof at the South Precinct located at 1121 SE Everett Mall Way.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: A special construction fund is hereby established as Fund 342, Program 022 entitled "South Precinct Roof Replacement Project" to accumulate the design and construction costs required to replace the existing roof.

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

Section 3: The estimated cost of the project, including costs related to design, construction, equipment, and contract administration shall be determined at the completion of design development.

Section 4: The sum of \$500,000.00 is hereby appropriated to Fund 342, Program 022 "South Precinct Roof Replacement Project".

A. Use of Funds	
Design	\$ 50,000
Construction	440,000
Project Costs	<u>10,000</u>
Total	\$ 500,000

B. Source of Funds	
CIP 1	\$500,000

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

Section 5: The City Treasurer of the City of Everett is hereby authorized to negotiate a reasonable rate of interest and obtain temporary financing to satisfy interim construction costs. Temporary financing shall be redeemed as soon as reimbursement is received.

Section 6: Severability. If any provision of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that this ordinance would have been enacted without the provision so held unconstitutional or invalid and the remainder of this ordinance shall not be affected as a result of said part being unconstitutional or invalid.

CITY OF EVERETT

Ray Stephanson, Mayor

Attest:

Sharon Fuller, City Clerk

Passed:

Valid:

Published:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance terminating the Amended Development Agreement with Rockefeller Avenue LLC for property on the east side of Rockefeller Avenue between 26th Street and Everett Avenue, amending Section 1-5 of Ordinance No. 2847-05

<u>2/3/16</u>	Briefing
_____	Proposed Action
_____	Consent
_____	Action
<u>2/3/16</u>	First Reading
<u>2/10/16</u>	Second Reading
<u>2/17/16</u>	Third Reading
<u>2/17/16</u>	Public Hearing

COUNCIL BILL #	<u>CB1601-03</u>
Originating Department	<u>Planning</u>
Contact Person	<u>Allan Giffen</u>
Phone Number	<u>(425) 257-8725</u>
FOR AGENDA OF	<u>February 3, 2016</u>
	<u>February 10, 2016</u>
	<u>February 17, 2016</u>

Initialed by:

Department Head _____

CAA _____

Council President _____

dg
82

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
East side of 2600 block of Rockefeller Avenue	Ordinance No. 2847-05; Development Agreement, April 2006	Ordinance; Planning Commission minutes January 5, 2016	Planning, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

In 2005, the City Council approved an amendment to the comprehensive plan land use map and a rezone for a specific multi-family building proposal on the east side of the 2600 Block of Rockefeller (see attached vicinity map). The property was rezoned to R-5 (Core Residential), and the City and applicant entered into a Development Agreement tied to the specific building design. The reason for the Development Agreement was that the Planning Commission and City Council did not feel that the multiple family development standards that existed at the time were well-suited for properties in the core residential area, and were geared for more suburban style developments.

In 2006, the City Council approved an amendment to the Development Agreement (attached) based on a change in the design of the proposed building. The building has never been built.

In 2008, the City Council adopted the Core Area Residential Standards that apply specifically to the neighborhoods surrounding the downtown. These standards are designed for the north Everett block and lot patterns. The Core Area standards are codified in Chapter 33G of the Zoning Code. The Planning Commission held a public hearing on January 5, 2016, and has recommended that the City Council authorize the Mayor to execute an agreement with RAL to terminate the development agreement.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance terminating the Amended Development Agreement with Rockefeller Avenue LLC for property on the east side of Rockefeller Avenue between 26th Street and Everett Avenue, amending Section 1-5 of Ordinance No. 2847-05.

Ordinance No. _____

An Ordinance terminating the Amended Development Agreement with Rockefeller Avenue LLC for property on the east side of Rockefeller Avenue between 26th Street and Everett Avenue, amending Section 1-5 of Ordinance No. 2847-05.

WHEREAS, the City Council finds the following:

1. Ordinance No. 2847-05 rezoned property located on the east side of Rockefeller Avenue between 26th Street and Everett Avenue from R-4 (Multiple Family High Density) to R-5 (Core Residential) with a development agreement between the City and Rockefeller Avenue LLC (RAL) allowing for the development of a building with 40 multiple-family dwelling units, subject to a number of conditions related to the design of the proposed structure in order to promote greater compatibility with the surrounding neighborhood;
2. The original development agreement was amended by the City Council with a revised building plan in 2006;
3. The property has not developed since the original rezone action and execution of the development agreement and the subsequent amended development agreement;
4. In 2008, the City Council adopted Ordinance No. 3072-08 establishing the Core Area Residential Standards for housing within the area surrounding downtown Everett, including the block in which the subject property is located;
5. The Core Area Residential Standards address site and building design standards for the entire area that better address design compatibility with the surrounding development than previous design regulations;
6. RAL has acquired additional contiguous property to include in a residential redevelopment proposal;
7. RAL wishes to change the design of the structure to a different configuration than required by the amended development agreement;
8. RAL wishes to design a building that meets the requirements of the 2008 Core Residential Area Standards and to void the Development Agreement;

And;

WHEREAS, the City Council concludes:

1. The building plan in the amended development agreement does not conform with the larger amount of land RAL has assembled in the subject block;
2. The Core Area Residential Standards have improved the quality of the City's design-related land use regulations in the subject area;

3. The revocation of the applicable development agreement for a portion of the property assembled by RAL is justified by:
 - a. the increased size of the ownership;
 - b. the improved design standards now applicable to the subject area and surrounding neighborhood;
4. the changes proposed to Ordinance No. 2847-05 and revocation of the amended development agreement:
 - a. are consistent with the applicable policies of the comprehensive plan;
 - b. bears a substantial relation to public health, safety or welfare; and
 - c. promotes the best long-term interests of the Everett community.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAINS:

Section 1. Section 1 of Ordinance No. 2847-05, which reads as follows:

Approval.

1. That the Comprehensive Plan land use map for the area depicted in Exhibit B-1 and described under Exhibit "E" is herein amended from Multi Family – High Density (1.7) to Multi Family – Core Residential (1.8).
2. That the subject area depicted in Exhibit B-2 is herein rezoned from R-4 (Multiple Family High Density) to R-5 (Core Residential) subject to a Development Agreement attached hereto as Exhibit "F".
3. That the Planning Department is instructed to amend the Comprehensive Plan map and Zoning maps to reflect the noted amendment and rezone.

Is hereby amended to read as follows:

1. That the Comprehensive Plan land use map for the area ~~depicted in Exhibit B-1 and described under Exhibit "E"~~ is herein legally described in this section is hereby amended from Multi Family – High Density (1.7) to Multi Family – Core Residential (1.8).
2. That the subject area ~~legally described in this section is hereby depicted in Exhibit B-2 is herein~~ rezoned from R-4 (Multiple Family High Density) to R-5 (Core Residential) ~~subject to a Development Agreement attached hereto as Exhibit "F"~~.
3. That the Planning Department is instructed to amend the Comprehensive Plan map and Zoning maps to reflect the noted amendment and rezone.

Legal Description:

That portion of Section 20, Township 29 North, Range 5 East, SW quarter, more particularly described as follows:

Lots 1 through 12 inclusive of Block 610, Plat of Everett, including all public right-of-way located between said lots and the centerline of abutting rights-of-way. Situate in the City of Everett, County of Snohomish, State of Washington.

Section 2. Section 2 of Ordinance No. 2847-05, which reads as follows:

1. A development agreement shall be used to ensure the structure proposed by the applicant will in fact be built and shall appear substantially as depicted in the attached Exhibits. Guidance for the implementation of the Development Agreement will come from graphic depictions of the proposed project as shown in Exhibits “D” and “E.”
2. The Development Agreement attached here is portable to other property owners in the rezone area. They may either enter into a copy Agreement with the City or they may develop or redevelop using R-4 zoning, whichever option best suits their need.
3. Historic overlay standards will be used by staff in review of permit submittals. In addition the following conditions shall apply:
 - a. The building may be set back 1.5 feet from the front (west) property line.
 - b. The east edge of the building along the alley may be set back 0 feet.
 - c. Minor deviations from the drawing (Exhibit “D”) are allowed so long as they preserve the overall theme, colors and details shown in the Exhibits, subject to approval by the Planning Director.
 - d. No step back at the north and south ends of the building are necessary at a building height of 35 feet or higher.
 - e. Step backs along the front and rear sides of the building (east and west sides) may have minor modifications, subject to review and approval of the Planning Director.
 - f. The significant tree near the center of the project is encouraged to be kept and have minor trimming, as necessary by the owner.
4. Exhibits “A,” “B-1,” “B-2,” “C,” “D,” “E,” and “F” are hereby made part of this approval and incorporated herein by reference.
5. Other properties within the rezone area shall develop to the Historic Overlay Standards through administration of Review Process II.

Is hereby repealed.

Section 3. Section 3 of Ordinance No. 2847-05, which reads as follows:

Development Agreement.

That the rezone action as described herein shall be implemented through the execution of the Development Agreement attached hereto as Exhibit “F”, and incorporated herein by reference. The Mayor is hereby authorized to sign the Development Agreement.

Is hereby repealed.

Section 4. Section 4 of Ordinance No. 2847-05, which reads as follows:

That the rezone authorized herein shall become effective at such time as the Development Agreement attached hereto as Exhibit “F is fully executed and the Ordinance amending the land use map for the subject property from Multi-Family – High Density (1.7) to Multi Family – Core Residential (1.8) becomes effective.

Is hereby repealed.

Section 5. The Mayor is hereby authorized to execute an agreement with RAL to terminate the amended development agreement.

Section 6. The City shall record a legal instrument with the Snohomish County Auditor’s Office acknowledging the termination of the development agreement and releasing the property owner of any obligations required under the previous development agreement recorded on property owned by RAL within the area legally described in Section 1 of this ordinance.

Section 7: Severability. Should any section, subsection, sentence, clause, phrase or word of this Ordinance be held to be invalid or unconstitutional by a court of competent jurisdiction, or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulations, this shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 8: Conflict. In the event there is a conflict between the provisions of this Ordinance and any other City ordinance, the provisions of this Ordinance shall control.

Section 9: Corrections. 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 number and any references thereto.

Section 10: General duty.

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 nor any term used in this ordinance is intended to impose any duty whatsoever upon the city or any of its officers or employees. Nothing contained in this ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the city, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the city related in any manner to the enforcement of this ordinance by its officers, employees or agents.

Section 11: Savings.

The enactment of this ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or before the City or in any way modify any obligation, right or liability, civil or criminal, which may exist by virtue of any of the ordinances herein amended.

RAY STEPHANSON, Mayor

ATTEST:

City Clerk

Passed:

Valid:

Published:

Effective Date:

Planning Commission
Meeting Minute Excerpts
Zlab Development Agreement
January 5, 2016



Item 2: Public Hearing: Consider termination of the Development Agreement between the City and Rockefeller Avenue LLC (Joe Zlab) for property located on the east side of the 2600 block of Rockefeller Avenue.

Allan Giffen, Planning Director, presented a vicinity map of the subject site. In 2005, a comprehensive plan amendment and rezone was approved which changed the zoning from R-4 to R-5 subject to a development agreement with a specific building plan. In 2006, an amended development agreement was approved. That development wasn't constructed. In 2008, the City adopted the Core Area Residential Design and Development Standards for the neighborhoods surrounding the downtown area.

Mr. Giffen stated that the applicant acquired more property after the development agreement was amended. The applicant is proposing to construct a different building than what was approved under the development agreement. The request is to terminate the development agreement and use the core area residential design and development standards that apply to the area.

Mr. Giffen presented a map of the area where the core area residential design standards apply. The development standards include a maximum building height of 65 feet, and address building setbacks, pedestrian and vehicular access, parking location, open space, building design, landscaping, screening, and fencing. Staff determined that the core area residential design and development standards were better than what was in the development agreement.

Commission Discussion

Commissioner Beck asked Mr. Giffen if the amended development agreement superseded the original agreement. Mr. Giffen responded that he would review with the City's Legal Department.

Commissioner Jordison asked what the FAR standard was for the core area. Mr. Giffen responded that there wasn't a Floor Area Ratio (FAR) standard that applied to the core residential area and that building bulk was governed by building height and setbacks, permitted density, and parking.

Commissioner Zelinski asked Mr. Giffen if any buildings had been constructed since the core area residential design and development standards were adopted. Mr. Giffen wasn't aware of any.

Commissioner Adams referred to Section 2.6 of the amended agreement which addressed Commissioner Beck's question on superseding the agreement which appeared to terminate the original agreement.

Citizen Comments

None

Motion: Commissioner Adams made a motion to close the public hearing. Commissioner Tisdell seconded the motion.

Vote: Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Jordison, yes, Commissioner Adams, yes; and Chair Holland, yes.

Motion Carried.

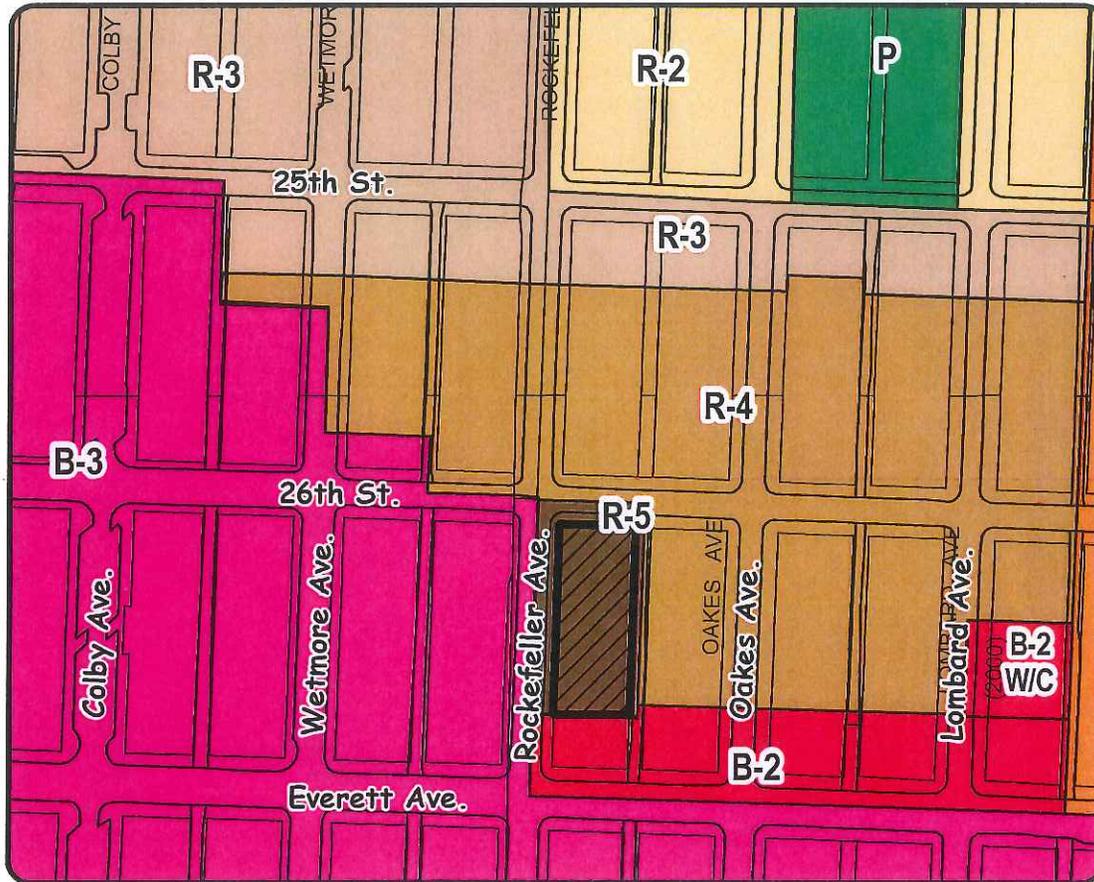
Chair Holland asked if there was anything in the development agreement that wouldn't be addressed under the core area residential design and development standards. Mr. Giffen responded no.

Motion: Commissioner Jordison made a motion to approve the resolution recommending that the City Council authorize the Mayor to execute an agreement terminating the amended development agreement between the City of Everett and Rockefeller Avenue LLC. Commissioner Beck seconded the motion.

Vote: Commissioner Zelinski, yes; Commissioner Beck, yes; Commissioner Tisdell, yes; Commissioner Jordison, yes, Commissioner Adams, yes; and Chair Holland, yes.

Motion Carried.

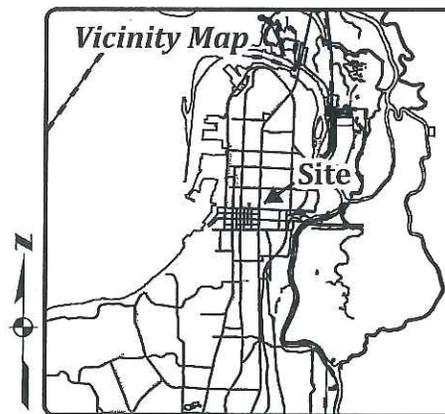
Proposal: Terminate Development Agreement Between the City of Everett and Rockefeller Ave LLC



Current Zoning = R-5 Core Residential

Zoning Legend:

- B-2 Community Business
- B-3 Central Business District
- PARK
- R-2; Single Family, Med. Density
- R-3; Multi-Family, Med. Density
- R-4 Multi-Family, High Density
- R-5 Core Residential



Scale: 1 inch = 300 feet
Dec. 15, 2015



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance creating a special improvement project entitled "Forest Park Swim Center Improvements Project", Fund 354, Program 048, to accumulate all costs for the improvement project.

2/3/16 Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
2/3/16 First Reading
2/10/16 Second Reading
2/17/16 Third Reading
 _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL # CB16001-04
 Originating Department Parks
 Contact Person Paul Kaftanski
 Phone Number 425-257-8335
 FOR AGENDA OF February 3, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President [Signature]

Location **Preceding Action** **Attachments** **Department(s) Approval**
 802 E. Mukilteo Blvd None Proposed Ordinance Administration, Parks

Amount Budgeted	\$200,000	CIP 1: Fund 162
Expenditure Required	\$200,000	Account Number(s): Fund 354, Program 048
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Forest Park Swim Center was opened for public use in April 1976. It continues to function as the only municipal swimming facility in Everett. As part of the center's periodic repair and renovation requirements the center will be closed for a planned improvement project from February 29 through April 10, 2016. The project includes draining, cleaning, sealing and painting the entire pool tank, maintenance of the spa liner, sauna, and pool steps, installation of replacement lockers in the changing rooms and acquiring a new boiler to be placed in a humidity-controlled enclosure adjacent to the existing equipment room.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "Forest Park Swim Center Improvements Project", Fund 354, Program 048, to accumulate all costs for the improvement project.

ORDINANCE NO. _____

AN ORDINANCE creating a special improvement project entitled “Forest Park Swim Center Improvements Project, Fund 354, Program 048, to accumulate all costs for the improvement project.

WHEREAS, the City of Everett is committed to a planned parks capital improvement program as a part of the City of Everett Parks & Recreation Comprehensive Plan; and

WHEREAS, the Forest Park Swim Center is a capital facility of significance that periodically requires maintenance, upgrading and modernization of major components to extend its useful life; and

WHEREAS, the City of Everett is requesting funding approval for the utilization of Capital Improvement Program 1 (CIP 1) to construct improvements at the Forest Park Swim Center;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1:

A special improvement project is hereby established as Fund 354, Program 048, and shall be entitled “Forest Park Swim Center Improvements Project” to accumulate all costs for the improvement project.

Section 2:

Authorization is hereby given to accumulate costs and distribute payments from Fund 354, Program 048, for the improvement project.

Section 3:

Authorization is hereby granted to the Parks and Recreation Director, under direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the action authorized in this ordinance.

Section 4:

The sum of \$200,000 is hereby appropriated to Fund 354, Program 048, “Forest Park Swim Center Improvements Project” as follows:

A. Estimated Project Costs	
Construction	<u>\$200,000</u>
Total Estimated Costs	<u>\$200,000</u>
 B. Source of Funds	
Fund 162 -- CIP 1	<u>\$200,000</u>
Total Estimated Funds	<u>\$200,000</u>

This 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 Treasurer of the City of Everett is hereby authorized to negotiate a reasonable rate of interest and obtain temporary financing to satisfy interim construction costs. Temporary financing shall be redeemed as soon as reimbursement is received.

Section 6: Severability

If any provision of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that this ordinance would have been enacted without the provision so held unconstitutional or invalid and the remainder of this ordinance shall not be affected as a result of said part being unconstitutional or invalid.

Ray Stephanson, Mayor

ATTEST:

City Clerk

Passed:

Valid:

Published:

Effective Date:

RESOLUTION NO. _____



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

That the claims against the City of Everett for the period January 23, 2016 through January 29, 2016 having been audited and approved, have been paid and the disbursements have been made against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	982.99	101	Parks & Recreation	15,670.64
002	General Government	25,695.97	110	Library	19,899.86
003	Legal	18,274.41	120	Public Works-Streets	8,387.30
004	Administration	7,713.80	138	Hotel/Motel Tax	100,000.00
005	Municipal Court	673.94	146	Property Management	73,031.11
007	Human Resources	1,546.45	149	Senior Center Reserve	1,757.75
009	Misc Financial Funds	1,163,222.41	152	Cum Reserve-Library	211.52
010	Finance	947.79	153	Emergency Medical Services	103,024.58
015	Information Technology	2,567.78	156	Criminal Justice	1,559.34
021	Planning & Community Developmer	955.95	162	Capital Projects Reserve	500,000.00
022	Neighborhoods & Community Servi	207.78	197	CHIP Loan Program	22,018.09
024	Public Works-Engineering	1,530.06	198	Community Dev Block Grants	358.25
026	Animal Shelter	7,380.93	308	Riverfront Development	21,204.06
027	Senior Center	2,864.95	336	Water & Sewer Sys Improv Project	3,201.98
031	Police	4,842.27	401	Public Works-Utilities	415,065.02
032	Fire	3,144.56	425	Public Works-Transit	22,845.48
038	Facilities/Maintenance	7,393.68	440	Golf	42,211.96
	TOTAL GENERAL FUND	1,249,945.72	450	Snoh River Regional Water Authorit	292.50
			451	Everett-Tulalip Joint Water Line	280.00
			501	MVD-Transportation Services	4,804.02
			503	Self-Insurance	118,074.40
			505	Computer Reserve	46,090.59
			507	Telecommunications	79,102.30
			508	Health Benefits Reserve	7,036.76
			637	Police Pension	14,946.50
			638	Fire Pension	43,302.62
			661	Claims	97,418.66
			TOTAL CLAIMS	3,011,741.01	

Passed and approved this _____ day of _____, 2016.

Councilperson Introducing Resolution

Council President

RESOLUTION NO. _____



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

That the payroll of the employees of the City of Everett as of January 23, 2016, and checks issued January 29, 2016, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	10,556.08	\$5,945.56
003	Legal	\$61,084.07	22,923.53
004	Administration	45,310.67	13,534.15
005	Municipal Court	52,204.68	21,267.74
007	Personnel	44,476.60	16,975.81
010	Finance	50,323.63	20,012.87
015	Information Technology	50,566.70	19,752.65
021	Planning & Community Dev	84,567.97	21,936.85
022	Neighborhoods & Community Svcs	8,647.36	3,050.58
024	Public Works	135,209.76	53,286.61
026	Animal Shelter	32,387.82	12,612.53
027	Senior Center	11,809.16	4,720.73
031	Police	798,504.18	241,478.45
032	Fire	535,771.59	165,495.94
038	Facilities/Maintenance	66,903.23	30,481.59
101	Parks & Recreation	159,050.51	64,492.52
110	Library	117,469.25	41,393.03
112	Community Theatre	5,799.21	2,676.06
120	Street	63,545.85	27,163.52
153	Emergency Medical Services	157,907.04	46,049.84
197	CHIP	9,049.01	4,059.33
198	Community Dev Block	27,476.15	7,013.09
401	Utilities	635,379.50	255,739.58
425	Transit	377,829.37	155,879.05
440	Golf	21,834.01	8,685.19
501	Equip Rental	55,772.12	24,084.30
507	Telecommunications	9,500.48	4,027.15
		<u>\$3,628,936.00</u>	<u>\$1,294,738.25</u>

Councilman Introducing Resolution

Passed and approved this _____ day of _____, 2016.

Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

A Resolution declaring the sale and transfer of City owned property in the 1800 block of Chestnut to be in the best interest of the City and authorizing its sale and conveyance.

Briefing
 Proposed Action
 Consent
 2/10 Action
 First Reading
 Second Reading
 Third Reading
 2/10 Public Hearing
 Budget Advisory

COUNCIL BILL # _____
 Originating Department Real Property
 Contact Person Barb Hardman
 Phone Number 425-257-7294
 FOR AGENDA OF February 2, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
1800 Block of Chestnut Street		Resolution, Quit Claim Deed, Site Map, Exhibit	Legal, Utilities, Real Property

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The City owns a five foot wide strip of property located in the 1800 block of Chestnut Street. This strip is not wide enough to provide for underground utility purposes. Haack Brothers Inc. owns the abutting property and proposes to grant to the City a five foot wide easement across their property in exchange for the fee simple interests of the City owned property, subject to the reservation of a utility easement and resulting in an overall ten foot wide utilities easement to the City.

City staff has evaluated the exchange of property rights and determined them to be of equal value and the exchange to be in the best interest of the City.

The attached Resolution and Quit Claim Deed provides for the exchange and complies with the City Charter and the requirements of Ordinance No. 2935-06 establishing the process for the sale and transfer of City owned real property.

RECOMMENDATION:

Adopt a Resolution declaring the sale and transfer of City owned property in the 1800 block of Chestnut to be in the best interest of the City and authorizing its sale and conveyance -and- authorizing the Mayor to sign the quit claim deed and take all other actions necessary to complete the transfer of the property.



RESOLUTION NO. _____

A RESOLUTION declaring the sale and transfer of City owned property in the 1800 block of Chestnut to be in the best interest of the City and authorizing its sale and conveyance.

WHEREAS, review of that certain City owned real property as described in Exhibit A, attached hereto and incorporated herein by reference, has been completed by all City Departments and has received approval of the Mayor; and

WHEREAS, the City of Everett did hold a public hearing on _____, 2016, regarding the proposed sale and conveyance of the City owned property; and

WHEREAS, the Everett City Council finds and determines that the real property described in Exhibit A, which is generally located in the 1800 block of Chestnut Street, is not needed for City purposes other than for possible underground utility purposes, however is too narrow for such purposes; and

WHEREAS, Haack Brothers Inc. owns the abutting property, which is described in Exhibit B, attached hereto and incorporated herein, and proposes to grant to the City an easement for underground utility purposes across said Haack Brothers Inc. property in exchange for the fee simple ownership interest of the owned City property described in Exhibit A; and

WHEREAS, city staff has conducted an evaluation of the transfer of the fee ownership interest (subject to reservation of a utilities easement) of the five foot wide city owned property described in Exhibit A, in exchange for a five foot wide easement for utility purposes across the Haack Brothers Inc. property described in Exhibit B, and determined each to be of equal value and an even exchange; and

WHEREAS, the Everett City Council finds that the City is acting in compliance with the City Charter and the requirements of Ordinance No. 2935-06 establishing the process for the sale and transfer of City owned real property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT as follows:

Section 1: The sale and conveyance of the fee simple interest in the City owned real property described in Exhibit A, in exchange for an easement for utility purposes across the real property owned by Haack Brothers Inc. described in Exhibit B, to be in the best interest of the City and of equal value.

Section 2: The Mayor is authorized to execute a quit claim deed to transfer the fee ownership interest (subject to reservation of a utilities easement) of the five foot wide city owned property described in Exhibit A, in exchange for a five foot wide easement for utility purposes across the Haack Brothers Inc. property described in Exhibit B, and to take all other actions necessary to complete the transfer of such properties.

Councilperson Introducing Resolution

PASSED and APPROVED this _____ day of _____, 2016.

Council President

QUIT CLAIM DEED

GRANTOR, **CITY OF EVERETT**, a municipal corporation of the State of Washington, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys and quit claims to **HAACK BROTHERS INCORPORATED**, a Washington Corporation, the following described real estate, including any interest therein which grantor may hereafter acquire, situated in Snohomish County, in the State of Washington;

LOT 24, BLOCK 405, PLAT OF RIVERDALE ADDITION TO EVERETT ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 45, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO AN EASEMENT FOR UTILITIES ACROSS THE ENTIRE LOT DESCRIBED ABOVE.

Dated this _____ day of _____ 2016.

CITY OF EVERETT, a municipal corporation of the State of Washington

By: _____
Ray Stephanson, Mayor

ATTEST:

By: _____
Sharon Marks, City Clerk

APPROVED AS TO FORM:

By: _____
Jim Iles, City Attorney

STATE OF WASHINGTON)

:SS.

County of Snohomish)

I certify that I know or have satisfactory evidence that **Ray Stephanson**, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Mayor of the City of Everett** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

Notary (print name) _____

Residing at _____

My appointment expires: _____

Exhibit "A"

City of Everett Real Property Surplus Property:

TAX ACCOUNT NUMBER: 00556340502400

Size: Approximately .01

Acres.

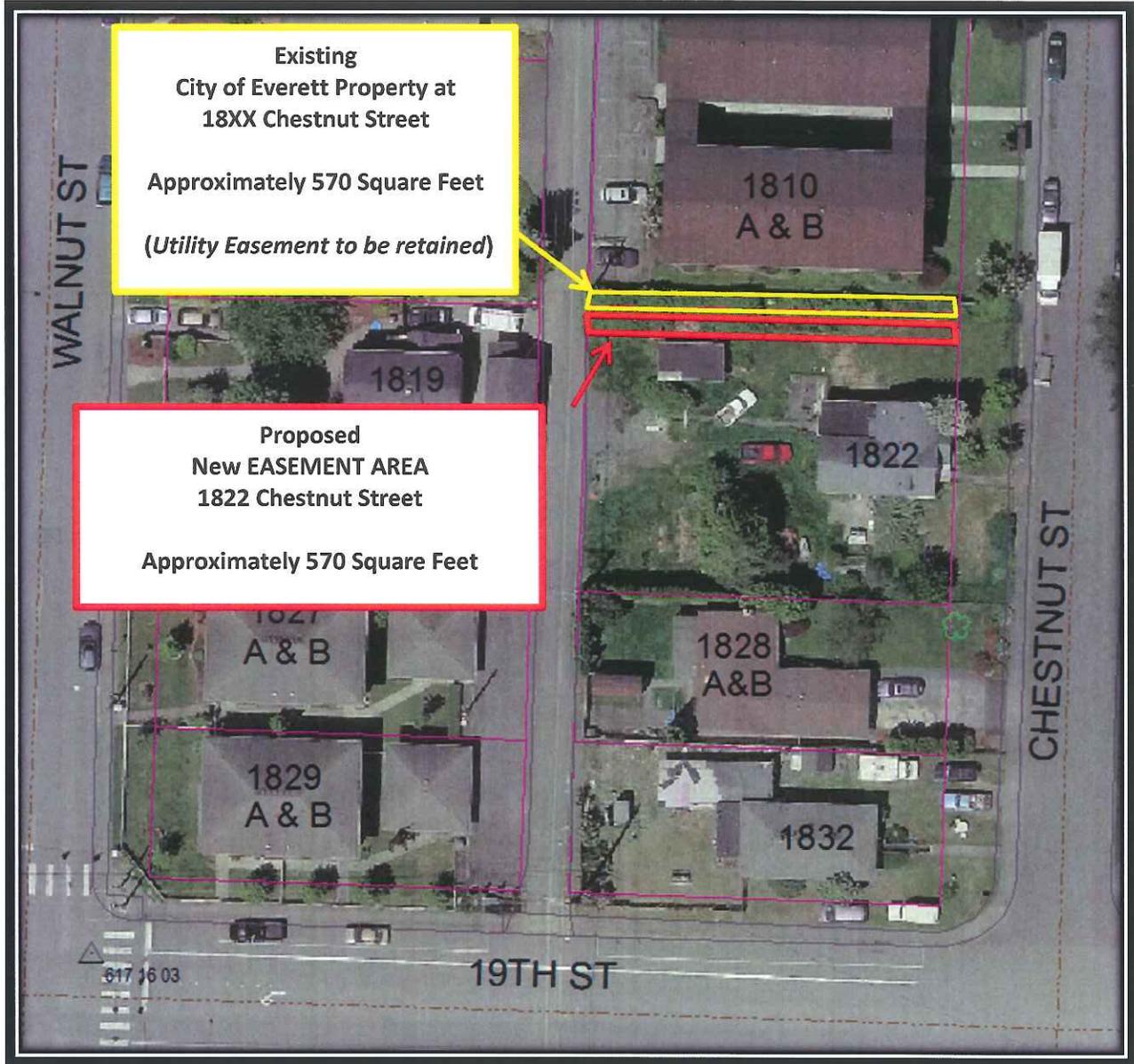
18XX Chestnut St.

LEGAL DESCRIPTION:

LOT 24, BLOCK 405, PLAT OF RIVERDALE ADDITION TO EVERETT ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 45, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO AN EASEMENT FOR UTILITIES ACROSS THE ENTIRE LOT DESCRIBED ABOVE.

**Proposed Property Exchange between City
of Everett and Haack Brothers Inc.**



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Sales Order with
Terms of Use with
Pluralsight, LLC

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing

COUNCIL BILL #
Originating Department
Contact Person
Phone Number
FOR AGENDA OF

Finance/Purchasing
Clark Langstraat
425-257-8901
February 10, 2016

Initialed by:
Department Head
CAA
Council President



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Information Technology	Trial Agreement, September 23, 2015	Sales Order, Terms of Use	Information Technology

Amount Budgeted	\$9,828.00	
Expenditure Required	\$9,828.00	Account Number(s): 15 5000000445
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Information Technology has evaluated the online training platform provided by Pluralsight, LLC and now desires purchase 20 subscriptions o this e-learning service. Pluralsight’s standard Terms of Use contain an indemnification clause.

RECOMMENDATION (Exact action requested of Council):

Authorize Mayor to sign the Sales Order with Terms and Conditions with Pluralsight, LLC for e-Learning Subscriptions in the amount of \$9828.00 including Washington State sales tax.



PLURALSIGHT

SALES ORDER

Pluralsight, LLC
+1 801.784.9007

Created Date	December 18, 2015	Offer Valid Until:	January 17, 2016
Order Number	Q012318	Payment Terms:	Net 30
Account Owner	Patricia Tueller	Subscription Start:	January 18, 2016
PO Number		Subscription End:	January 18, 2017

Account: City Of Everett - Washington
Steven Hellyer
2930 Wetmore Avenue
Everett, Washington 98201
United States

Product	Quantity	List Price	Sales Price/License	Total Price
Pluralsight Plus e-Learning Subscription	20	499.00 USD	450.00 USD	9,000.00 USD
			Total Tax	828.00 USD
			Total Price	9,828.00 USD

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If you have questions concerning the offer set forth in this Sales Order, please contact your sales rep, sales@pluralsight.com, or +1.801.784.9007

Signature _____ Date _____

Created By Patricia Tueller

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(b) You agree to cooperate as fully as reasonably required in the defense of any such claims. Pluralsight reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any claim without the written consent of Pluralsight.

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(a) Fees and Renewals

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- Business subscriptions do not automatically renew unless enabled by the Subscriber.

3) Pluralsight may increase subscription fees for subsequent periods at any time and for any reason.

4) If a subscriber has been migrated to a Pluralsight subscription from a third-party service acquired by Pluralsight and such subscriber had automatic renewal with such third-party service, then the subscriber's subscription with Pluralsight will automatically renew at the then-current Pluralsight subscription rate unless affirmatively disabled by the subscriber.

(b) Refunds

All subscriptions are non-refundable. However, exceptions for extenuating circumstances will be considered (send mail to Customer Support <support@pluralsight.com>).

(c) Cancellations

Disabling auto renewal will cause us to stop automatically charging your credit card at the end of each subscription term. You will still be able to use your subscription until the end of the current subscription term. Disabling auto renewal does not refund your money, as subscriptions are non-refundable.

1) If you are dissatisfied for any reason with your subscription, your sole right and exclusive remedy is to terminate your subscription. No refund of all or any portion of your subscription fee will be given.

2) Pluralsight may terminate the subscription and these Terms if unable to renew the subscription based on inaccurate or outdated credit card information.

3) Access to the Site under these Terms is granted only upon payment of the subscription fees.

12. REGIONAL SUBSCRIPTION RESTRICTIONS

Pluralsight offers special reduced-rate regional subscriptions in some countries. Pluralsight reserves the right to block access to a regional subscription if we detect that the IP address in use is not within that region. If you connect through a proxy server, this may impact the usability of your regional subscription. If this is the case you may purchase a worldwide subscription instead, which does not have the regional restriction.

13. GENERAL

(a) Failure by Pluralsight to enforce any provision(s) of these Terms shall not be construed as a waiver of any provision or right.

(b) These Terms, and all other aspects of your use of the Site, shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws rules. No action of any kind or nature arising out of these Terms, or out of any use of the Site, may be brought by either Pluralsight or you more than one year after the date on which the cause of action first arises. You agree to submit to the exclusive jurisdiction of, the state and federal courts sitting in Salt Lake County, State of Utah, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce any claim arising under these Terms, the prevailing party will be entitled to costs and attorneys' fees.

(c) These Terms constitute the entire agreement between you and Pluralsight with respect to the Site and supersedes all prior agreements or understandings between you and Pluralsight with respect thereto. Updated October, 2013