Everett City Council Agenda
City Council Chambers
September 14, 2016 - 6:30 p.m.

Roll Call

Pledge of Allegiance

Approval of Minutes: September 7, 2016

Mayor's Comments

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) Update on Metro Everett Subarea planning.

Documents:

Metro Everett Subarea.pdf

(2) CB 1609-35 – 1st Reading – Adopt the proposed Ordinance granting a Telecommunications Franchise to Astound Broadband, LLC d/b/a Wave. (3rd and final reading on 9-28-16)

Documents:

CB 1609-35.pdf

(3) CB 1609-36 – 1st & 2nd Reading – Adopt the proposed Ordinance relating to the City's integration of "Complete Streets" design principles. (3rd final reading on 9-21-16)

Documents:

CB 1609-36.pdf

CONSENT ITEMS:

(4) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of $811,052.88 for the period of August 27, 2016 through September 2, 2016.

Documents:

claims from 8-27-16 to 9-2-16.pdf

ACTION ITEMS:

(5) Authorize the Mayor to sign a Professional Services Agreement with Daizy Logik, LLC in the amount of $117,000.

Documents:

Daizy Logik.pdf

(6) THIS ITEM HAS BEEN PULLED FROM THE 9-14-16 AGENDA. Grant Final Plat Approval for The Towns at Riverfront.

Documents:

Towns at Riverfront.pdf

(7) Authorize the Mayor to sign the agreement with Washington State Department of Natural Resources to provide a Washington Conservation Corps crew for urban forest restoration tasks at Forest Park at no cost to the City.

Documents:

Urban Forest Restoration at Forest Park.pdf

(8) Authorize the purchase of a National Crane 680H Mobile Crane from Custom Truck and Equipment under NJPA contract 032515-GUS in the amount of $225,213.67 including Washington State sales tax.

Documents:

680H Mobile Crane.pdf

(9) Adopt resolution declaring three Navistar 4700LP Aid Cars surplus and authorize their sale at a public auction.

Documents:

Navistar 4700LP Aid Cars suplus.pdf

(10) Adopt resolution declaring the 1999 Almar Sounder Boat as surplus and authorizing its sale at a public auction.

Documents:

1999 Almar Sounder Boat surplus.pdf

Executive Session

Adjourn

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at 425 257-8703.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Update on Metro Everett Subarea Planning

9/14/16	Briefing	COUNCIL BILL #	
	Action	Originating Department	Planning
	First Reading	Contact Person	David Stalheim
	Second Reading	Phone Number	425-257-8731
	Third Reading	FOR AGENDA OF	September 14, 2016
	Public Hearing		

Initialed by:
Department Head
CAA db
Council President

Location	Preceding Action	Attachments	Department(s) Approval
	2/17/16 Briefing	Memo	Planning

Amount Budgeted	N/A	
Expenditure Required	N/A	
Budget Remaining	N/A	
Additional Required	N/A	

DETAILED SUMMARY STATEMENT:

Planning staff will provide the second update on Metro Everett subarea planning. The first briefing took place on February 17, 2016. Since that time, the following has been completed:

- Economic market evaluation
- Conversation threads (living, working, visiting, getting around, urban design)
- Livability profile
- Target redevelopment areas
- Community survey
- Public open house

This briefing will focus on recent work regarding:

- ***Incentives*** that may be necessary to "bend the trends"
- ***Place making*** at the west end of Hewitt Avenue
- ***Station planning*** for light rail in Everett Station area

Planning and Community Development
2930 Wetmore Ave., Suite 8-A
Everett, WA 98201
www.everettwa.gov

TO: Ray Stephanson, Mayor
City Council

FROM: David Stalheim, Long Range Planning Manager

DATE: September 1, 2016

RE: Metro Everett Update

The following is a short progress report regarding the city's planning effort for Metro Everett. In this report, I will highlight significant actions being considered as part of this subarea planning process.

What is Metro Everett?

Metro Everett is a diverse and large area, over one square mile, and includes the downtown business district, Everett Station area, portions of the Broadway corridor, and surrounding commercial and residential areas. For a map of Metro Everett, go to https://everettwa.gov/DocumentCenter/View/5731. Planning for Metro Everett was a commitment the City made to complete a subarea plan for the center after the 2015 update of the Comprehensive Plan.

What has been accomplished so far?

City staff, with some consultant assistance, has been able to:

- Complete an economic market evaluation - https://everettwa.gov/DocumentCenter/Home/View/6259
- Create conversation threads (living, working, visiting, getting around, urban design) - https://everettwa.gov/DocumentCenter/Home/View/6458
- Prepare a livability profile - https://everettwa.gov/DocumentCenter/Home/View/5833
- Identified target redevelopment areas - https://everettwa.gov/DocumentCenter/Home/View/6260
- Conduct a community survey – https://everettwa.gov/DocumentCenter/Home/View/6694
- Hold a public open house - https://everettwa.gov/DocumentCenter/Home/View/6493 and https://everettwa.gov/DocumentCenter/Home/View/6460

In the past two months, city staff has been working on some exciting actions that would be a catalyst for the area. These actions include:

- ***Incentives*** that may be necessary to "bend the trends"
- ***Place making*** at the west end of Hewitt Avenue
- ***Station planning*** for light rail in Everett Station area

This is the first opportunity that the public will have to see these draft proposals listed above. Over the next couple of months, we will get public input before moving the actions further along.

Development Incentives

The city of Everett's 2035 growth targets accommodate very high growth assumptions of the Vision 2040 Regional Growth Strategy. The City committed to completing a Metro Center Plan that might "bend the trends" of historic development rates and densities. In addition, public input thus far has also shown that there is a desire for development that meets local community objectives.

The following goals have been identified that need either financial or development incentives to be achieved, particularly if quicker results are desired.

Incentive Goals:

- Add 1,000 units of market-rate housing in Metro Everett in 7 years
- Increase the inventory of housing for low-income households
- Increase transit-oriented development and reduction of single-occupant vehicles (SOV)
- Increase employment in Metro Everett
- Create active, safe and clean Metro Everett

Our draft proposals to achieve these goals include:

- Expansion of existing city financial incentive programs
- New city financial incentives (or significant expansion of an existing program)
- New development incentives

The draft report on these goals and incentives is attached to this memo.

West End of Hewitt Avenue Place Making

The western slopes of Metro Everett have enjoyed some robust development in the past ten years. The west end of Hewitt Avenue was identified as one of the target redevelopment areas due to a couple of factors:

- Limited investment in building improvements
- Extension of downtown and the Hewitt Historic District
- Connection to waterfront
- Site of the Everett Massacre 100 years ago

City staff has worked with our consultant (Makers) to prepare a concept plan that improves this area. The concept plan (attached) focuses on achieving the following objectives:

- Extension of the Hewitt Avenue streetscape (west of Rucker)
- Creation of Hewitt Plaza at railroad to commemorate historic event (massacre), provide view of marine terminal area and to create a plaza extension for adjacent businesses
- Improvement/creation of pedestrian and bicycle paths to access waterfront to address, at least temporarily, the at-grade crossing closures by BNSF

Station Planning for Light Rail at Everett Station

The high growth targets in the City's Comprehensive Plan could only be realized if light rail reaches Everett. The plan assumed that the City would adopt station area plans for land use, housing and transportation needs for the area surrounding each light rail station.

Over the past couple of months, city planners, transit planners, engineers and others have brainstormed on plans for the light rail station that would serve Metro Everett. During those discussions, we achieved consensus around the following guiding principles:

- **Best Metro Location.** The Light Rail Station in Metro Everett should be placed to serve both downtown and Everett Station area.
- **Bus-to-Light Rail Transfers.** Bus to light rail connections happen at the new Light Rail Station, focusing on the inbound bus routes. This will take place through new bus-only routes down McDougall and improved stops on Pacific.
- **Bus-to-Bus Transfers.** Everett Station will continue to serve as the bus-to-bus transfer facility, as well as layover for drivers and equipment.
- **Improve Walkability.** The walkability from the Light Rail Station and Everett Station needs improvement. This would take place through a pedestrian overpass across Broadway and by enhancing the pedestrian connections between the Light Rail Station and Everett Station via 32nd Street.
- **Regional Commuters.** Everett's goal for transit-oriented development would not benefit from having our metro area become a parking lot for regional commuters. Additional parking supply should be limited, and it should be located east of the railroad and south of Pacific Avenue on the Sound Transit site.

Based on the above guiding principles, a concept plan for the Metro Light Rail station has been developed (attached). Key features include:

- **Light rail station platform**. Proposed between Broadway and McDougall at Pacific Avenue, this location will be visually and physically accessible to downtown and Everett Station.
- **Pacific Avenue Bridge and McDougall Undercrossing**. The bridge on Pacific Avenue over the railroad would be extended to Broadway. This will allow an undercrossing at McDougall to serve as a transit route for the new light rail station platform.
- **Transit access**. Local and regional transit routes would serve the light rail platform and continue to use Everett Station for bus-to-bus transfers.
- **Streetscape Improvements.** Streetscape improvements along 32nd Street, along with a consistent grade along Pacific, will enable light rail passengers able to walk or bike get to Everett Station or a parking garage. Frequent bus service will also enable physically challenged persons to make a trip with that assistance.
- **Broadway Crossing.** A pedestrian overpass across Broadway is envisioned for safety and convenience. This overpass might be extended from the light rail tail track.

- **Parking.** The light rail station should be served primarily through enhanced transit service feeding from outlying regions. To reduce congestion and to encourage transit-oriented development, the parking structure for the light rail station and bus transfer is proposed for the east side of the railroad.

Other Metro Everett Actions

Several other actions are being prepared for Metro Everett. Some of the highlights include:

- Coordination with Everett Station District Alliance
- Review and amendment of development regulations
- Support for sustainable design and reduced energy consumption
- Improved way finding and interpretive signage
- Continued streetscape, pedestrian and bicycle improvements
- Parking management strategy for Metro Everett

Schedule

We do not have a specific date targeted for adoption of the Metro Everett Subarea Plan, though we are confident it will be in 2017. The timing will be dependent in part on how extensive the revisions are for our land use regulations. These have not yet been drafted or discussed with the Planning Commission. We will be developing some alternative approaches to land use regulations for discussion with the Planning Commission before we know the extent of potential code changes.

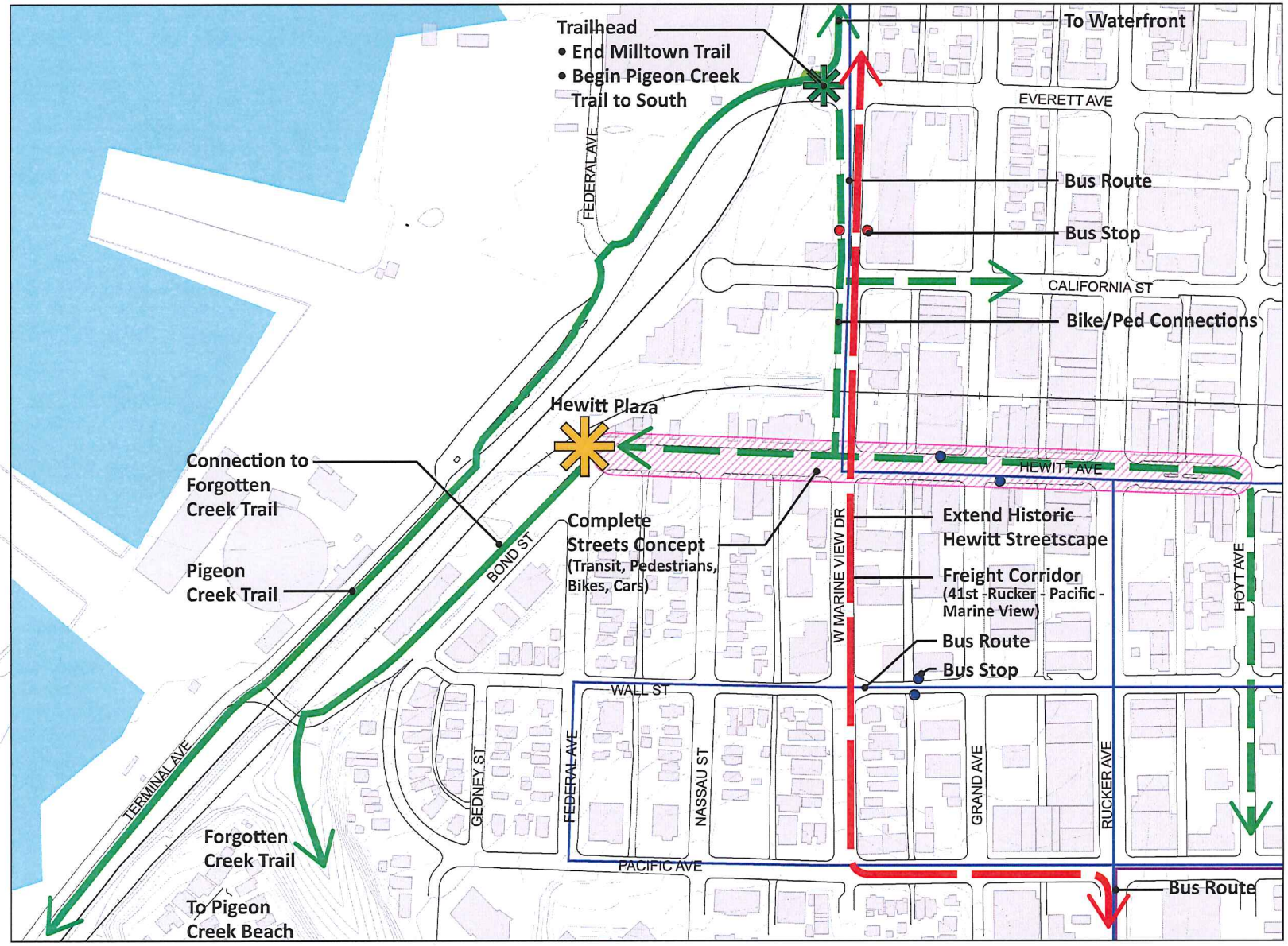
If you have any questions, please feel free to contact me at dstalheim@everettwa.gov or call 425-257-8736.

Attachments:

Incentives for Metro Everett (Draft)
West Hewitt Avenue Area Concept Plan (Draft)
Metro Everett LRT Concept (Draft)

WEST HEWITT AREA CONCEPT PLAN (DRAFT)

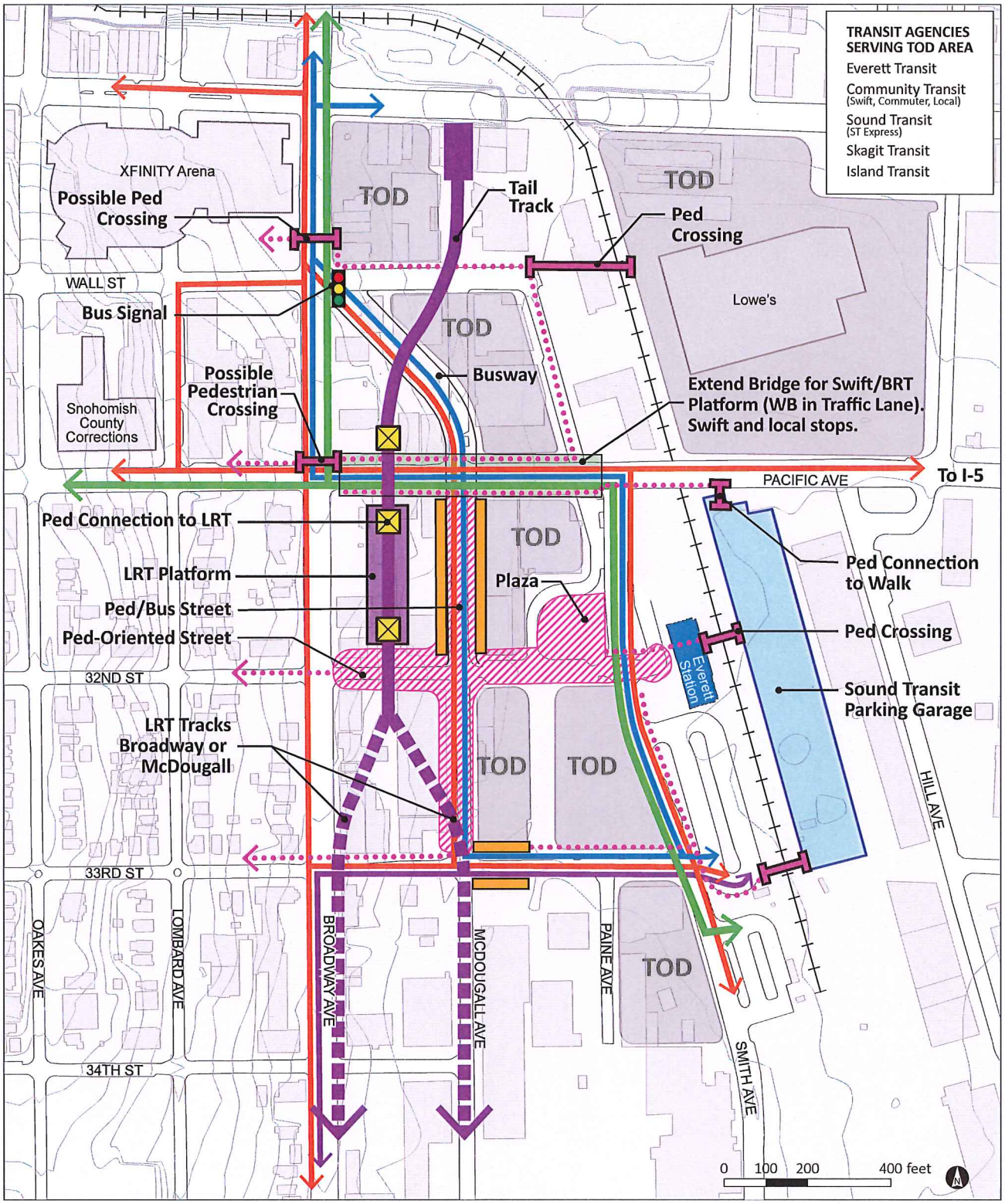
Metro Everett
August 10, 2016



Freight Corridor
Existing Trail
Bike/Ped Connections
Everett Transit
SWIFT route
Complete Street Concept

1 : 250
(at 11x17)

0 120 240 480 Feet



- Sound Transit Light Rail
- Sound Transit Route
- Everett Transit Route
- Community Transit Route
- SWIFT Route
- Bus Stops/Platforms
- Pedestrian Oriented Area
- Pedestrian Circulation
- Pedestrian Overpass
- Vertical Circulation
- LRT Platform
- SWIFT Platform

METRO EVERETT LRT CONCEPT (DRAFT)

City of Everett

August 29, 2016

Incentives

METRO EVERETT
Your City. Your Ideas. Your Future.

Overview

The city of Everett's 2035 growth targets accommodate very high growth assumptions of the Vision 2040 Regional Growth Strategy. While the City believes it is unlikely that all of the factors and actions needed to support the high levels growth will be realized in Everett, the City committed to completing a Metro Center Plan that might "bend the trends" of historic development rates and densities.

In addition to the City's goal to bend the trends, public input thus far has also shown that there is a desire for development that meets local community objectives.

What We Want or Need

The City has identified the following Metro goals that need incentives (financial or development) to be achieved, particularly if quicker results are desired.

ADD 1,000 UNITS OF MARKET-RATE HOUSING IN METRO EVERETT IN 7 YEARS

Over the past 20-years, approximately 1,000 units were added in the metro area. This housing has been a welcome addition and is being quickly absorbed by the market. However, the area has not grown nearly as fast as some "hot" centers elsewhere in Puget Sound. Additional market-rate housing, provided at a quicker pace, will have a significant benefit to the business community and cultural arts that will grow to support the residential component.

Incentives needed: The primary incentive needed is **financial**. The cost of construction has risen dramatically in the Puget Sound market (including Everett), but market rents in Everett are high enough to make construction of new housing financially viable. Financial incentives could include:

- Expansion of the **multifamily tax exemption** (MFTE) program to all of Metro Everett
- Reducing **transportation impact fees** for development in Metro Everett (currently limited to B3 zone)
- Expand **impact fee deferral system** (currently limited to single family homes) to high density (7 or more stories) mixed use development
- Reduce or subsidize **utility connection charges** in Metro Everett

While downtown and Everett Station already have significant **development incentives**, additional incentives are likely needed to bend the trends, such as:

- **Reduced parking**, in exchange for ways to measurably reduce vehicle trips

- Higher **density**, **heights** and **floor area ratios** in Metro Everett
- Greater flexibility or alternatives for **on-site recreation and open space** for multi-family development

INCREASE THE INVENTORY OF HOUSING FOR LOW-INCOME HOUSEHOLDS

At the direction of Mayor Stephanson, the City convened a task force in July 2014 to focus on street-level social issues and develop recommendations. A successful response to these issues requires a coordinated response from many parties. One of those needs is to increase the supply of shelter and permanent housing for low-income households.

Incentives needed: It costs just as much, and often more, to build housing units for low-income households. The obvious difference is that low-income households cannot afford market rents. A low-income housing project must find ways to reduce or subsidize construction costs and/or operating costs to make rents affordable. The primary incentive needed is also **financial**. Financial incentives could include:

- Expansion of the **multifamily tax exemption** (MFTE) program to all of Metro Everett (12-year program for low-income)
- Expanding the 80% reduction of impact fees program to include **utility connection charges**
- Pursue **grant** and **new funding** opportunities, such as:
  - Low-income **housing levy**
  - **Regional Equitable Development Initiative** (REDI) fund

INCREASE TRANSIT-ORIENTED DEVELOPMENT AND REDUCTION IN SINGLE-OCCUPANT VEHICLES (SOV)

The City's vision for the past twenty years – and the next twenty, is to create transit oriented mixed use commercial and residential activity centers. Metro Everett has excellent regional and local transit serving the center, and expansion of light rail is on the fall ballot. Making the metro area an attractive place to live, work and visit requires the City to reduce automobile congestion, improve the visual appearance of surface parking lots, and make the area more conducive to pedestrians, bikes and public transit.

Incentives needed: The primary incentives are focused on **development regulations**. These incentives should reduce costs to the developer, but are not a direct financial incentive that the City would need to provide:

- Provide significantly **reduced parking** in exchange for efforts that will measurably reduce vehicle trips
- Higher **density**, **heights** and **floor area ratios** in Metro Everett

- Greater flexibility or alternatives for **on-site recreation and open space** for multi-family development

The City should also continue to invest in transit improvements, streetscape, bike routes, and an improved pedestrian path from Everett Station to downtown. These public investments are seen as an incentive to private development by making the area more livable and employment friendly.

INCREASE EMPLOYMENT IN METRO EVERETT

Creating a healthy metro area requires a healthy mix of housing, attractions and people. While the area is a significant employment hub, the City can capitalize on our identity as a manufacturing center to attract a new generation of "makers" to Metro Everett. In addition, the City can capitalize on lower housing costs and quality of life to attract office and other employment opportunities to the area.

Incentives needed: The primary incentive is **financial**. Currently, the City provides a business and occupation tax incentive for those that employ fifty (50) or more full time employees. This scale of business precludes most businesses that would locate in the metro area, and is not supportive of small business which provides 55% of all jobs.

- Expand **new job tax credit** program for those businesses that create ten (10) or more new full-time employment positions in Metro Everett
- Expand **impact fee deferral system** (currently limited to single family homes) to high density (7 or more stories) mixed use development

CREATE ACTIVE, SAFE AND CLEAN METRO EVERETT

Creating an active, safe and clean city is the key to a renewed Metro Everett. There is a very important connection between "place making" – planning and building high-quality, walkable, urban environments – talent attraction, and long term economic development. Community input indicates that the City is on the right track, but yet many buildings remain vacant, underutilized and considered blight.

Incentives needed: Both financial and development incentives are needed. The following are **financial** incentives:

- Review ways to increase **1% for art** contributions by eliminating some project exemptions outlined in EMC 2.95.030.A.2
- Create **low-interest loans** for façade improvements and historic preservation
- Pursue designation of **Community Renewal Area** (CRA) to address blighted areas

- Improve **pedestrian path** from Everett Station to downtown with grant funding, city capital funds and other sources
- Pursue **grant opportunities** for placemaking, transportation improvements, events, brownfields, etc.

The following are development incentives to consider:

- Allow higher **density**, **heights** and **floor area ratios** in Metro Everett in exchange for public amenities provided by development
- Provide significantly **reduced parking** in exchange for efforts that will measurably reduce vehicle trips

Incentive Program Summary

Expansion of Existing City Financial Incentives:

The following financial incentive programs would be expanded. Some programs would defer or delay fee collection, while others would reduce the amount of fees or taxes collected.

Program	Revenue Deferred or Reduced?
Expansion of the **multifamily tax exemption** (MFTE) program to all of Metro Everett	Deferred
Reduce **transportation impact fees** for development in Metro Everett (currently limited to B3 zone)	Reduced
Expand **impact fee deferral system** (currently limited to single family homes) to high density (7 or more stories) mixed use development	Deferred
Expand the 80% reduction of impact fees for very low-income housing program to include **utility connection charges**	Reduced
Expand **new job tax credit** program for those businesses that create ten (10) or more new full-time employment positions in Metro Everett	Reduced

New City Financial Incentives:

The following financial incentive programs are either new or a significant expansion of an existing program.

Program	Revenue Note
Reduce or subsidize **utility connection charges** in Metro Everett (potential general fund subsidy)	General fund subsidy?

Program	Revenue Note
○ Review ways to increase **1% for art** contributions by eliminating some project exemptions outlined in EMC 2.95.030.A.2	Potential increased cost to city utilities and transporta-tion projects
○ Create **low-interest loans** for façade improvements and historic preservation	Could be CDBG
○ Pursue designation of **Community Renewal Area** (CRA) to address blighted areas	No increased funding source, but staff intensive
○ Pursue **grant funding** and allocate **city capital funds** for improvement of a **pedestrian path** linking Everett Station to downtown	Long-term O & M
○ Pursue **grant** and **new funding** opportunities for low-income housing: ▪ Low-income **housing levy** ▪ **Regional Equitable Development Initiative** (REDI) fund	New revenue (voter-approved) for levy; REDI fund would require repayment

New Development Incentives:

The following development incentive programs build on existing programs in the city's zoning code.

- Provide significantly **reduced parking** in exchange for efforts that will measurably reduce vehicle trips
- Allow higher **density**, **heights** and **floor area ratios** in Metro Everett in exchange for public benefits
- Greater flexibility or alternatives for **on-site recreation and open space** for multi-family development

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance Granting a Telecommunications Franchise to Astound Broadband, LLC d/b/a Wave

	Consent
X	Action
09/14/16	First Reading
09/21/16	Second Reading
09/28/16	Third Reading
	Public Hearing

COUNCIL BILL #	CB1609-35
Originating Department	Legal
Contact Person	Katie Rathbun
Phone Number	425.257.7007
FOR AGENDA OF	Sept. 14, 2016
	Sept. 21, 2016
	Sept, 28, 2016

Initialed by:
Department Head
CAA db
Council President

Location	Preceding Action	Attachments	Department(s) Approval
	Review by Legal, Permit Services, and Information Technology	Ordinance	Legal, Permit Services, Information Technology

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

DETAILED SUMMARY STATEMENT:

Astound Broadband, LLC (Wave) requests a franchise to provide telecommunication services in Everett. Astound is the successor to Black Rock Cable which previously held an open video system franchise with the City. Initially, Astound will focus on providing services including telecommunications, high-speed Internet access, data transport and dark fiber leasing, to business customers.

Federal law allows cities to negotiate the terms of franchises, but does not allow cities to refuse to authorize a franchise. Authorization of the franchise will provide additional telecommunication services in Everett. Astound, the City Attorney's Office, Permit Services, and Information Technology staff negotiated the proposed franchise. This franchise is substantially similar to the telecommunications franchise granted to the Zayo Group, LLC in November 2012, Noel Communications in 2014, and Mobilitie Investments in 2015.

RECOMMENDATION: (Exact action requested of Council):
Adopt an Ordinance Granting a Telecommunications Franchise to Astound Broadband, LLC d/b/a Wave.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TELECOMMUNICATIONS FRANCHISE TO ASTOUND BROADBAND, LLC D/B/A WAVE.

1. RECITALS 4
2. DEFINITIONS 4
3. GRANT OF FRANCHISE 6
   3.1. Grant 6
   3.2. Use of Rights-of-Way 7
   3.3. Effective Date and Term of Franchise 8
   3.4. Franchise Nonexclusive 8
   3.5. Police Powers 8
4. FEE PAYMENT AND FINANCIAL CONTROLS 9
   4.1. Fees 9
      4.1.1. Franchise Fee 9
      4.1.2. Utility Tax 9
      4.1.3. Permit and Administrative Fees 9
      4.1.4 Other Fees 10
   4.2. Payments 10
   4.3. Acceptance of Payment and Recomputation 10
   4.4. Quarterly Fee Reports 10
   4.5. Annual Fee Reports 10
   4.6. Audits 10
   4.7. Late Payments 10
   4.8. Tax Liability 11
   4.9. Payment on Termination 11
5. ADMINISTRATION AND REGULATION 11
   5.1. Authority 11
   5.2. Time Limits Strictly Construed 11
6. FINANCIAL AND INSURANCE REQUIREMENTS 11
   6.1. Indemnification 11
      6.1.1. General Indemnification 11
      6.1.2. Indemnification for Relocation 12
      6.1.3. RCW 4.24.115 12
      6.1.4. Procedures and Defense 12
      6.1.5. Non-waiver 12

6.1.6. Expenses 12
6.2. Insurance 13
6.3. Deductibles / Certificate of Insurance 13
6.3.1. Endorsements 13
6.3.2. Acceptability of Insurers 14
6.3.3. Verification of Coverage 14
6.4. Financial Assurances 14
7. REPORTS AND RECORDS 15
7.1. Records Required 15
7.2. Compliance with Public Records Act 16
8. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION 16
8.1. Right to Construct 16
8.2. General Standard 16
8.3. Permits Required for Construction 16
8.4. Emergency Permits 17
8.5. Compliance with Applicable Codes 17
8.5.1. City Construction Codes 17
8.5.2. Tower Specifications 17
8.5.3. Safety Codes 17
8.5.4. One Call 17
8.6. GIS Mapping 18
8.7. Minimal Interference 18
8.8. Prevent Injury/Safety 18
8.9. Underground Construction and Use of Poles 18
8.10. Electrical Bonding 19
8.11. Repair and Restoration of Property 19
8.11.1. General 19
8.11.2. Rights-of-Way and Other Public Property 20
8.11.3. Private Property 20
8.12. Discontinuing Use/Abandonment of Telecommunications Facilities 20
8.13. Reservation of City Use of Right-of-Way 20
8.14. Tree Trimming 21
8.15. Inspection of Construction and Facilities 21
8.16. Stop Work 21
8.17. Work of Contractors and Subcontractors 21
8.18. Construction Bond 22
9. RELOCATION AND MOVEMENT OF FACILITIES 22
9.1. Movement of Telecommunication Facilities For City Purposes 22
9.2. Relocation of Telecommunication Facilities for Others 23
9.3. Temporary Changes for Other Permitees 23
10. ADDITIONAL FACILITIES 23
10.1. Grantee to Provide Additional Facilities 23
10.2. Notice of Incremental and Fully Allocated Costs 24
10.3. Grantee to Furnish Additional Facilities 24
10.4. Contract and Compliance with RCW Chap. 80.36 24

10.5. Subsequent Responsibility for Fully Allocated Costs 24
11. FRANCHISE VIOLATIONS, REVOCATION AND TERMINATION 24
11.1. Procedure for Remedying Franchise Violations 24
11.2. Termination 26
11.3. Procedures in the Event of Termination or Revocation 26
11.4. Alternative Remedies 27
11.5. Failure to Construct or Acquire 27
12. FRANCHISE TRANSFER 27
13. MISCELLANEOUS PROVISIONS 28
13.1. Notices 28
13.2. Descriptive Headings 29
13.3. Costs and Expenses to be Borne by Grantee 29
13.4. Binding Effect 29
13.5. Authority to Amend 29
13.6. No Joint Venture 29
13.7. Waiver 30
13.8. Venue 30
13.9. Governing Law 30
13.10. Entire Agreement 30
13.11. Severability 30
13.12. Acceptance 31

1. RECITALS

WHEREAS, the City is authorized to grant franchises for the installation, operation and maintenance of telecommunications services within the City; and

WHEREAS, the Grantee, Astound Broadband, LLC d/b/a Wave, has represented to the City that it provides a telephone business as defined by RCW 82.16.010, and has applied to the City for a telecommunications services franchise to construct, operate and maintain a telecommunications service within the City; and

WHEREAS, the Grantee is willing to accept such a franchise subject to the terms and conditions stated herein and to abide by these terms and conditions; and

WHEREAS, the City Council finds that it would serve the public interest of the residents of the City to grant a non-exclusive telecommunications services franchise to the Grantee subject to the terms and conditions set forth below.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

2. DEFINITIONS

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

2.1 "Affiliate," when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

2.2 "Assurance" shall mean an irrevocable letter of credit from a financial institution satisfactory to the City, a performance bond or other form of assurance of financial responsibility reasonably acceptable to the City. All Assurances shall be in a form acceptable to the City's Risk Manager and City Attorney, and if a bond, with a surety acceptable to the City's Risk Manager and City Attorney.

2.3 "Cable Service" means (a) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

2.4 "City" is the City of Everett, Washington, a body politic and corporate under the laws of the State of Washington, and all of the area within its boundaries, as such may change from time to time.

2.5 "City Council" means the Everett City Council, or its successor, the governing body of the City of Everett.

2.6 "Facilities" means all of the plant, equipment, fixtures, appurtenances, antennas, and other Facilities in the public rights of way necessary to furnish and deliver Telecommunications Services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, ducts, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of Telecommunications Services.

2.7 "FCC" means the Federal Communications Commission.

2.8 "Franchise" means the document in which this definition appears, i.e., this ordinance or contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

2.9 "Franchise Area" means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

2.10 "Fully Allocated Costs" means the City's proportionate share of all direct and indirect costs, including interest on debt or return on investment, of constructing, relocating or placing additional ducts, conduit or related structures by Grantee for the City alongside or together with ducts, conduit or structures by and for Grantee. If the construction, relocation, or placing of additional ducts, conduit or related structures by Grantee is performed by a third party or independent contractor, "fully allocated cost" shall be the proportional share of the amount charged by the third party or independent contractor to, and paid by, Grantee, together with a reasonable charge by Grantee for administration of the contract and work by the third party or independent contractor.

2.11 "GAAP" means generally accepted accounting principles.

2.12 "Grantee" means Astound Broadband, LLC d/b/a Wave, or its lawful successor, transferee or assignee.

2.13 "Gross Revenues" means all gross revenues received by Grantee or its affiliates from the provision of intrastate telephone business activities in the City of Everett, as described in Utility Tax below.

2.14 "Incremental Costs" means the direct and actual costs of materials, supplies and construction which would not have been incurred by Grantee but for the specific construction or placement of only additional ducts, conduit or related structures for the City. Incremental costs do not include a profit.

2.15 "Open Video System" means a facility consisting of a set of transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, provided that the Federal Communications Commission has certified that such system complies with 47 CFR 76.1500 et seq.

2.16 "Person" means any individual, sole proprietorship, partnership, limited liability company, association, or corporation, or any other form of entity or organization.

2.17 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and are maintained under public authority or by others and located within the City: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

2.18 "State" means the State of Washington.

2.19 "Subscriber" means any Person who or which purchases, leases, rents, obtains or subscribes to Telecommunications Service provided by Grantee by means of or in connection with the Grantee's Telecommunications System.

2.20 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. §153(43)).

2.21 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the Facilities used (as provided in 47 §U.S.C. 153(46)). Telecommunication Service does not include Cable Service or an Open Video System.

2.22 "Telecommunications System" shall mean Facilities used to provide Telecommunications Service.

3. GRANT OF FRANCHISE

3.1. Grant

A. The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to construct, operate, maintain and reconstruct a Telecommunications System for the limited purpose of providing Telecommunications Services, subject to the terms and conditions set forth in this Franchise. In order to provide any other services over the Facilities, the Grantee shall be required to obtain any additional governmental authorization(s) required by federal, State or local law.

B. Each and every term, provision or condition herein is subject to the provisions of state law, federal law, the City Charter and City ordinances and regulations. As provided by Everett City Charter §13.4, this Franchise shall be subject to the right of the City Council, or the people of the City acting for themselves by the initiative and referendum, at any time, subsequent to the grant, to repeal, amend or modify the Franchise with due regard to the rights of the Grantee and the interest of the public; and to cancel, forfeit and abrogate any such grant if the Franchise granted hereby is not operated in full accordance with its provisions, or at all; and at any time during the grant to acquire, by purchase or condemnation, for the use of the City itself, all the property of the Grantee

within the limits of the public streets, at a fair and just value, which shall not include any valuation of the Franchise itself unless required by law, which shall thereupon terminate.

C. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Telecommunications Service.

D. No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(2) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

E. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

F. This Franchise does not authorize Grantee to provide Cable or Open Video System services. This Franchise is not a bar to imposition of any lawful conditions on Grantee with respect to Cable or Open Video System services, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City separate authorization to provide Cable or Open Video System services, or relieve Grantee of its obligation to comply with any such authorizations that may be lawfully required.

G. Grantee may not lease, rent, transfer, convey, or sell Facilities in whole or in part unless the Person to whom the Facilities will be transferred has first been granted a franchise by the City.

3.2. Use of Rights-of-Way

A. Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the City such Facilities as are necessary and appurtenant to the operation of Telecommunication Services within the City.

B. Grantee must follow City requirements for placement of Telecommunications Facilities in Rights-of-Way, including the specific location of Facilities in the Rights-of-Way, and must in any

event install Telecommunication Facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications Facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Telecommunication Facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any Facility that is not installed in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. With regard to its management of the Rights-of-Way, the City shall treat the Grantee and other users of the Rights-of-Way in a competitively neutral and nondiscriminatory manner in accordance with applicable law.

3.3. Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect thirty days after adoption by City Council (the "Effective Date"), and shall terminate five years later on the fifth anniversary of the Effective Date, unless terminated sooner as hereinafter provided.

3.4. Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Telecommunications Systems as the City deems appropriate.

3.5. Police Powers

A. Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power.

B. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary, and any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

4. FEE PAYMENT AND FINANCIAL CONTROLS

4.1. Fees

4.1.1. FRANCHISE FEE

Notwithstanding the provisions of Section 13.8 of the City Charter, the parties understand that RCW 35.21.860 currently prohibits a municipal franchise fee for permission to use the right of way for service providers, including for telephone business purposes. Based on the representations of Grantee, it is the City's understanding that Grantee will use the right of way for telephone business purposes as defined by RCW 82.16.010. If this prohibition is removed or does not apply, Grantee agrees the City will assess a reasonable franchise fee in accordance with the City Charter, so long as local, State or federal law does not otherwise prohibit such fee.

4.1.2. UTILITY TAX

The parties further understand that RCW 35.21.870 currently limits the rate of City tax upon telephone business activities to six percent (6%) of Gross Receipts, unless a higher rate is approved by vote of the people. The parties agree, however, that nothing in this Franchise shall limit the City's power of taxation, as now or may hereafter exist. Grantee stipulates that all of its business activities in the City of Everett as identified herein that are a telephone business shall be specifically taxable as a telephone business at six percent (6.0%) gross receipts tax rate, as imposed under the City's telephone business tax, adopted in Everett Municipal Code Chapter 3.28. This provision does not limit the City's power to amend Everett Municipal Code Chapter 3.28 as may be permitted by law, including increases to the tax rate. This provision is subject to the exemptions and exceptions identified in Everett Municipal Code §3.28.055.

4.1.3. PERMIT AND ADMINISTRATIVE FEES

City shall charge, and Grantee shall pay, permit fees according to the schedule of permit fees in existence at the time Grantee applies for each Right-of-Way permit provided that such fees are reasonably related to City's costs. The rate charged shall be that rate that the City in good faith determines most closely matches the work to be performed. By way of example only and not limitation, Grantee would be charged the rate for trenching where Grantee intends to install conduit by directional drilling or boring. Where the City incurs reasonable costs and expenses for which a fee is not established, including but not limited to attorneys, consultants, City Staff and City Attorney's Office, in connection with the preparation, review, approval, and enforcement of this Franchise, or review, inspection, or supervision of activities undertaken through the authority granted in this Franchise or any ordinances relating to the subject, the Grantee shall reimburse the City directly for any and all costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably necessary to perform the aforementioned actions. The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis.

4.1.4 OTHER FEES

This Franchise shall not be construed to prohibit the City from imposing any fee now or hereinafter authorized by law, including, without limitation, fees authorized pursuant to RCW 35.21.860.

4.2. Payments

Grantee's fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after said dates.

4.3. Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

4.4. Quarterly Fee Reports

Each payment shall be accompanied by a written report to the City, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Telecommunications System and shall be drafted in accordance with GAAP.

4.5. Annual Fee Reports

Grantee shall, within sixty (60) days after the end of each year, furnish to the City a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

4.6. Audits

On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Grantee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. If the audit shows that fee payments have been underpaid by three percent (3%) or more, Grantee shall pay the total cost of the audit.

4.7. Late Payments

In the event any payment due quarterly is not received within thirty (30) days from the end of the calendar quarter, Grantee shall pay interest on the amount due at the rate of one percent (1%) per month, compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

4.8. Tax Liability

The fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City.

4.9. Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available in the irrevocable letter of credit or performance bond provided by the Grantee.

5. ADMINISTRATION AND REGULATION

5.1. Authority

A. The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under law to any agent in its sole discretion.

B. Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

5.2. Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy.

6. FINANCIAL AND INSURANCE REQUIREMENTS

6.1. Indemnification

6.1.1. GENERAL INDEMNIFICATION

Grantee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, employees, agents, representatives, and volunteers, harmless from any action or claim for injury, damage, loss, liability, cost, or expense, including court and appeal costs and attorneys' fees or expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of Grantee's conduct. Grantee shall consult and cooperate with the City while conducting its defense of the City. This indemnity provision shall survive the expiration, revocation, or termination of this Franchise.

6.1.2. INDEMNIFICATION FOR RELOCATION

Grantee shall indemnify the City for any damages, claims, additional costs or expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its Facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City. This indemnity provision shall survive the expiration, revocation, or termination of this Franchise.

6.1.3. RCW 4.24.115

With regard to any indemnification obligation in this Franchise, if (1) RCW 4.24.115 applies to a particular claim for injury, damage, loss, liability, cost, or expense, and (2) such claim for injury, damage, loss, liability, cost, or expense is caused by or results from the concurrent negligence of (a) the Grantee, its agents, or its employees, and (b) the City, then the Grantee's obligations under this Section shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Grantee specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Grantee 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. This indemnity provision shall survive the expiration, revocation, or termination of this Franchise.

6.1.4. PROCEDURES AND DEFENSE

If a claim or action arises, the City or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims affecting the City without the City's approval.

6.1.5. NON-WAIVER

The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

6.1.6. EXPENSES

Grantee shall pay all expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents.

6.2. Insurance

A. Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) 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, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

(2) Commercial General Liability Insurance on an occurrence basis in an amount not less than $2,000,000 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. Each policy shall provide that the insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without Grantee providing thirty (30) days' written notice to the City, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

C. Self-insurance is not permitted for this Franchise, unless approved in advance and in writing by the City's Risk Administrator.

6.3. Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the City.

6.3.1. ENDORSEMENTS

All policies shall contain, or shall be endorsed so that:

A. The City, its officers, officials, boards, commissions, employees, agents, representatives, and volunteers are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, replacement or repair, or ownership of the Telecommunications Facilities;

B. Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees, agents, representatives, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees, agents, representatives, and volunteers shall be in excess of the Grantee's insurance and shall not contribute to it; and

C. Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

6.3.2. ACCEPTABILITY OF INSURERS

The insurance obtained by Grantee shall be placed with insurers licensed to do business in the State of Washington with a Best's rating of no less than "A- VII."

6.3.3. VERIFICATION OF COVERAGE

The Grantee shall furnish the City with certificates of insurance (ACORD 25-S) and endorsements (ISO CG 2010) or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City must receive and approve the certificates and endorsements prior to the commencement by Grantee of activities associated with this Franchise. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise and City laws.

6.4. Financial Assurances

A. No later than the Effective Date of this Franchise, Grantee shall establish and provide to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an Assurance in the amount of twenty-five thousand dollars ($25,000.00).

B. An Assurance may be drawn upon by the City for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements.

C. The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the Assurance to the amount required under this Franchise. Grantee's maintenance of the Assurance shall not be construed to excuse unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the Assurance or otherwise to limit the City's recourse to any other remedy available at law or equity.

D. Grantee shall have the right to appeal to the Chief Financial Officer for reimbursement in the event Grantee believes that the Assurance was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the Assurance has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the Assurance shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

7. REPORTS AND RECORDS

7.1. Records Required

Grantee shall at all times maintain, and shall furnish to the City upon request:

A. A complete set of maps showing the exact location of all Telecommunications System equipment and Facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices on ten days' prior notice for inspection by the City's authorized representative(s) or agent(s) and made available to such persons during the course of inspections as reasonably conducted by the City. These maps shall be certified as accurate by an appropriate representative of the Grantee;

B. A copy of all FCC filings on behalf of Grantee which relate to the operation of the Telecommunications System in the City;

C. All construction activity in the City for the previous twelve (12) months; and

D. Any records of Grantee, its parent corporations, and affiliates reasonably related to the administration of this Franchise.

The City may request in writing copies of any records described above, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all requested records shall be furnished to the City, at the sole expense of Grantee. If the requested records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the City inspect them at Grantee's office. If any records of Grantee are not kept in a local office and not made available as copies to the City upon written request as set forth above, and if the City determines that an examination of such records is

necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee. Grantee shall reimburse the City for any costs and expenses incurred by the City in connection therewith within sixty (60) days of the City's request for reimbursement.

Any record inspected, or viewed, and any record, a copy of which is received by the City, is a public record for the purpose of the Washington State Public Records Act (Chapter 42.56 RCW) and will be treated as such by the City.

7.2. Compliance with Public Records Act

Grantee acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used (including inspection of Grantee's records), 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 Grantee. Grantee shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Grantee shall deliver to the City copies of all records relating to this Franchise that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Franchise, the City shall seek to provide notice to Grantee at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Grantee for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Franchise, Grantee shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Grantee to comply with this Section.

8. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

8.1. Right to Construct

Subject to applicable laws, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any Facility needed for the maintenance or extension of Grantee's Telecommunications System.

8.2. General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

8.3. Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose

such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the Facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite City permits received by Grantee.

8.4. Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs immediately, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

8.5. Compliance with Applicable Codes

8.5.1. City Construction Codes

Grantee shall comply with all applicable City construction codes, including, without limitation, all building codes, zoning codes and regulations.

8.5.2. Tower Specifications

Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations. In the event that Grantee constructs antenna supporting structures (towers) in the City, such towers shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

8.5.3. Safety Codes

Grantee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during construction, operation, maintenance, and repair of its Telecommunications System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

8.5.4. One Call

Prior to placing any underground Facilities, Grantee shall join and maintain membership in good standing with the Utility Coordinating Council One Call Center or other similar or successor organization that is designated to coordinate underground equipment locations and installations.

Grantee is familiar with RCW Ch. 19.122 (Washington State's "Underground Utilities" statute) and understands, will abide by and adhere to local procedures, customs and practices relating to the one call locator service program.

8.6. GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules, regulations and policies of the City regarding geographic information systems mapping for users of the Rights-of-Way, provided that all similarly situated users of the Rights-of-Way must also accordingly comply.

8.7. Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Telecommunications System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, drains, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other Facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Telecommunications System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, replacement or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

8.8. Prevent Injury/Safety

Grantee shall provide and use any equipment and Facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its Facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights. The provisions of this Section 8.8 shall survive the expiration, revocation, or termination of this Franchise.

8.9. Underground Construction and Use of Poles

A. When required by the City, consistent with general ordinances, resolutions, regulations, rules or policies of the City, or applicable State or federal law, Grantee's Telecommunications System shall be placed underground at Grantee's expense. Placing Facilities underground does not preclude the use of ground-mounted appurtenances, small cells, or associated facilities.

B. Where electric and telephone lines are installed underground at the time of Telecommunications System construction, or when all such wiring is subsequently placed underground, all Telecommunications System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Telecommunications System equipment, such as pedestals or small cells and associated facilities must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

C. The Grantee shall utilize existing poles and conduit wherever possible.

D. In the event Grantee cannot obtain the necessary poles and related Facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other Facility needed for the maintenance or extension of Grantee's Telecommunications System. All poles of Grantee shall be located as designated by the proper City authorities and only upon written consent of the City. Grantee shall apply for and obtain appropriate permits prior to construction or installation of poles or Facilities.

E. At its sole option, the City may require Grantee to install conduit and other underground Facilities in the same trench or location as another permittee when such other permittee is constructing or installing similar facilities at approximately the same time as Grantee. In such case, Grantee shall reimburse the other permittee for its proportional share of the cost of construction and installation. Similarly, the City may require other franchisees or permittees to install conduit and other underground Facilities in the same trench or location as Grantee when such Grantee is constructing or installing similar facilities at approximately the same time as another permittee or franchisee. In such case, the other permittee or franchisee shall reimburse Grantee for the other permittee's or franchisee's proportional share of the cost of construction and installation.

F. This Franchise does not grant, give or convey to the Grantee the right or privilege to install its Facilities in any manner on specific utility poles or equipment of the City or any other Person. Documentation showing Grantee's right to use poles, conduits or other utility Facilities must be provided upon the City's request.

8.10. Electrical Bonding

Grantee shall ensure that all drops are properly bonded to the electrical power ground at the home, consistent with applicable code requirements. All non-conforming or non-performing drops shall be replaced by Grantee as necessary.

8.11. Repair and Restoration of Property

8.11.1. GENERAL

A. The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

B. Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense. The provisions of this Section 8.11 shall survive the expiration, revocation, or termination of this Franchise.

8.11.2. RIGHTS-OF-WAY AND OTHER PUBLIC PROPERTY

Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property for one (1) year. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

8.11.3. PRIVATE PROPERTY

Upon completion of the work that caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use its best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed.

8.12. Discontinuing Use/Abandonment of Telecommunications Facilities

Whenever Grantee intends to discontinue using any Facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the Facility and the date on which Grantee intends to discontinue using the Facility. Grantee may remove the Facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such Facility remain in place, the City may require Grantee to remove the Facility from the Right-of-Way or modify the Facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the Facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the Facility as directed by the City, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility. If Grantee abandons its Facilities, the City may choose to use such Facilities for any purpose whatsoever. Upon abandonment, with approval of the City, which approval shall be within the sole discretion of the City, Grantee may transfer ownership of the Facilities to City and, in that case, Grantee shall no longer have any ownership interest in the Facilities.

8.13. Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Telecommunications System.

8.14. Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the City's Rights-of-Way which interferes with Grantee's Telecommunications System. Grantee shall comply with any ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's Facilities from imminent danger only.

8.15. Inspection of Construction and Facilities

The City may inspect any of Grantee's Facilities or equipment in the public rights of way at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right, but not the obligation, to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefor. The provisions of this Section 8.15 shall survive the expiration, revocation, or termination of this Franchise.

8.16. Stop Work

A. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City by issuing a stop work order using the procedures established by the EMC Chapter 13.72.

8.17. Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other applicable law, and shall be jointly

and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them.

8.18. Construction Bond

A. Prior to commencing construction, Grantee shall provide an Assurance to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to restore City streets and other property. The amount of the Assurance shall be two hundred fifty thousand dollars ($250,000), or such lesser or greater amount as is comparable to that required of Telecommunication System providers in the City for construction projects of comparable size, cost and complexity. Normally, the amount of the Assurance shall not exceed 125% of the Permittee's estimated cost of the construction in the public rights of way of the City. Grantee shall pay all premiums or costs associated with maintaining the Assurance, and shall keep the same in full force and effect until the construction of the Telecommunications System shall have been completed and all restoration of public and private property shall have occurred regarding thereto. Thereafter, the Assurance shall be exonerated, subject to the mutual written agreement of the parties.

B. The Assurance may be drawn upon by the City for any proper purpose under this Franchise or as otherwise provided by applicable law.

C. The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the Assurance to the amount required under this Franchise. Grantee's maintenance of the Assurance shall not be construed to excuse unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the Assurance or otherwise to limit the City's recourse to any other remedy available at law or equity.

D. Grantee shall have the right to appeal to the Chief Financial Officer for reimbursement in the event Grantee believes that the Assurance was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the Assurance has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the Assurance shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

9. RELOCATION AND MOVEMENT OF FACILITIES

9.1. Movement of Telecommunication Facilities For City Purposes

A. The City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's Facilities and equipment located in the Rights-of-Way or on any other property of the City in the event of an emergency or when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade,

installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than five (5) business days, and allow Grantee the opportunity to perform such action. In the event of any capital improvement project exceeding $500,000 in expenditures by the City that requires the removal, replacement, modification or disconnection of Grantee's Facilities or equipment, the City shall provide at least sixty (60) days' written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its Facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its Facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds. The provisions of this Section shall survive the expiration, revocation, or termination of this Franchise; provided that relocation shall not be required after the expiration of this Franchise if the City consents to the Grantee abandoning its facilities in place.

B. If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all reasonable costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Telecommunications System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

9.2. Relocation of Telecommunication Facilities for Others

If any removal, replacement, modification or disconnection of the Telecommunications System is required to accommodate the construction, operation or repair of the Facilities or equipment of another City franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee may require that the benefited party pay the costs associated with the removal or relocation. Nothing in the provision shall be construed to give preference or priority to one franchise holder over another with respect to placement or location of facilities.

9.3. Temporary Changes for Other Permitees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The permit holder must pay the expense of such temporary changes, and Grantee may require a reasonable deposit of the estimated payment in advance.

10. ADDITIONAL FACILITIES

10.1. Grantee to Provide Additional Facilities

Pursuant to RCW 35.99.070, the City may require Grantee, on thirty days' notice, to provide additional ducts, conduits, and related structures necessary to access the conduit when and where

requested by the City in accordance with this Section 10. The City shall only be charged for or responsible for the Incremental Costs, except as provided for in Section 10.5.

10.2. Notice of Incremental and Fully Allocated Costs

At least one hundred twenty (120) days prior to any construction, relocation, or placement of ducts, conduits or related structures in public Rights-of-Way, Grantee shall notify the City of the Incremental and Fully Allocated Costs of the Grantee of providing the City with additional duct, conduit and related structures necessary to access the conduit and of the date such construction, relocation or placement will begin; provided, however, that Grantee need not notify the City of Incremental or Fully Allocated Costs related to Facilities for which the City granted permits for construction prior to the effective date of this Franchise. At its sole option, the City may examine, inspect or audit Grantee's books and records to confirm Grantee's calculation of Incremental or Fully Allocated Costs. If Grantee and the City disagree regarding the appropriateness of Grantee's proposed Incremental or Fully Allocated Costs, the parties agree to negotiate. If the parties do not agree, the City may order Grantee to proceed with the work, and the Superior Court of Snohomish County, Washington shall determine the actual amount of Incremental or Fully Allocated Costs.

10.3. Omitted

10.4. Contract and Compliance with RCW Chap. 80.36

If the City requires Grantee to furnish additional duct, conduit or related structures pursuant to this section, the City and Grantee shall construct the facilities to the same standards as Grantee's own facilities, and shall turn such additional duct, conduit or related structures over to the City upon completion of same and satisfactory inspection thereof by the City. Grantee shall be responsible for required filings, if any, with state agencies or commissions, including, but not limited to, the Washington Utilities and Transportation Commission pursuant to RCW Chap. 80.36.

10.5. Subsequent Responsibility for Fully Allocated Costs

If the City makes the additional duct or conduit and related access structures available to any entity other than Grantee for the purposes of providing telecommunications or cable television service for hire, sale, or resale to the general public, the City shall pay Grantee the difference between the Incremental Costs and the Fully Allocated Costs.

11. FRANCHISE VIOLATIONS, REVOCATION AND TERMINATION

11.1. Procedure for Remedying Franchise Violations

A. The City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default if:

(1) Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the City and Grantee;

(2) Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;

(3) Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(4) Grantee fails to comply with all provisions of federal, state or local law pertaining to Telecommunications System operators.

B. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (C), below; or

(2) cure the default; or

(3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

C. If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date, or denies the default and requests a meeting in accordance, or the City orders a meeting in accordance with subsection (B), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting.

D. If, after the meeting, the City determines that default exists, the City shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time as the City shall determine. In the event Grantee does not cure within such time frame to the City's reasonable satisfaction, the City may:

(1) Withdraw an amount from the Assurance as monetary damages;

(2) Revoke and terminate this Franchise; and

(3) Take any other legal or equitable remedy available under this Franchise or any applicable law.

These remedies are cumulative and not exclusive.

E. The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the City, provided that any such final determination may be appealed to the Chief Financial Officer or for review by a court of competent jurisdiction under applicable law.

11.2. Termination

A. In addition to revocation or termination in accordance with other provisions of this Franchise, the City may terminate this Franchise and all rights and privileges associated with this Franchise in the procedure described in this Section 11.2.

B. If Grantee has not already had an opportunity to cure a default pursuant to subsection 11.1, the City shall give written notice to the Grantee of its intent to terminate the Franchise prior to its termination of the Franchise. The notice shall set forth the nature of the noncompliance or default. Grantee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a satisfactory response from Grantee, it may then seek a termination of the Franchise by the City Council in accordance with this subsection.

C. Any proceeding to terminate this Franchise shall be conducted by the City Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

D. At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council shall hear any Persons interested in the termination, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

E. Within ninety (90) days after the hearing, the City Council shall determine whether to terminate the Franchise and declare that the Franchise is terminated and the irrevocable letter of credit or performance bond forfeited; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. If the City Council determines that the Franchise should be terminated, the City Council shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the City Council's decision to terminate the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

F. The City Council may at its sole discretion take any lawful action that it deems appropriate to enforce the City's rights under the Franchise in lieu of terminating this Franchise, including, but not limited to, declaratory judgments, injunctions and specific performance.

11.3. Procedures in the Event of Termination or Revocation

A. If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may order the removal of the above-ground Telecommunication Facilities and such

underground Facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its Facilities, plant, structures and equipment, Grantee shall backfill at its own expense any excavation made by it and shall restore all Rights-of-Way, public places and private property to the same condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone wires or attachments. The indemnification and insurance provisions and the Assurance, as applicable, shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefor.

B. If Grantee fails to complete any removal required by this subsection to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the City may recover the costs through the Assurance provided by Grantee.

11.4. Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

11.5. Failure to Construct or Acquire

This Franchise terminates without further action by the City, notice of default, or opportunity to cure, if Grantee fails to apply for permits, commence construction, or acquire existing Facilities within on hundred and eighty (180) days of the effective date of this Franchise as provided in section 3.3.

12. FRANCHISE TRANSFER

A. The Franchise granted by the City and the entire Telecommunications System in the public rights of way of the City subject to the Franchise shall not be leased, assigned, or otherwise alienated without the express consent of the city by ordinance. This Section in no way prevents or prohibits Grantee from leasing portions of its dark fiber in accordance with its business plan for the provision of Telecommunications Services to the general public. No dealing with the lessee or assignee on the part of the city to require the performance of any act or payment of any compensation by the lessee or assignee shall be deemed to operate as such consent. The Grantee shall promptly notify the City of any actual or proposed lease, assignment or other alienation of the Franchise and the Telecommunications System in the public rights of way of the City. The parties to the proposed lease, assignment or other alienation of the Franchise and the Telecommunications System in the public rights of way of the Franchise shall make a written request to the City for its approval of a sale or transfer and furnish all information required by law and the City. Nothing

contained herein shall require the approval of the City for the provision of telecommunications services or service elements by Grantee to any customer of Grantee.

B. The City shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

C. Within thirty (30) days of any lease, assignment or other alienation, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other duly notarized written instrument evidencing such lease, assignment or other alienation, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law.

D. In reviewing a request for sale or transfer, the City may inquire into the financial and operational qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said lease, assignment or other alienation upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the financial and operational qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee.

E. Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Telecommunications System to an entity controlling, controlled by or under the same common control as Grantee, provided that that such proposed successor shall have the same or greater financial qualifications as has Grantee as of the effective date of this Franchise or at the time of such sale, assignment, or transfer, whichever financial qualifications are greater. The proposed assignee or transferee must agree in a duly notarized writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Telecommunications System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

F. Grantee may sell or issue securities to its employees, or to the public, or in a private placement to private investors, in accordance with applicable law, without the consent of the City, provided, however, that such sale or issuance of securities is not likely to adversely affect the ability of Grantee to perform all of its obligations under the Franchise.

13. MISCELLANEOUS PROVISIONS

13.1. Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent postage prepaid to such respective address and such notices shall be effective upon the date of mailing. The City or the

Grantee may change these addresses by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Astound Broadband, LLC
401 Kirkland Parkplace, Suite 500
Kirkland, WA 98033
Attn: Steve Weed, CEO and Byron Springer, EVP

The City's address shall be:

City of Everett
Paul McKee
3200 Cedar St.
Everett, WA 98201
With a copy to:

City of Everett
City Attorney's Office
2930 Wetmore Avenue
Everett, WA 98201

13.2. Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

13.3. Costs and Expenses to be Borne by Grantee

Grantee shall reimburse the City for all costs and expenses of preparation and publication of this Franchise and any Ordinance related hereto.

13.4. Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

13.5. Authority to Amend

This Franchise may be amended at any time by written agreement between the parties.

13.6. No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner that would indicate any such relationship with the other.

13.7. Waiver

The failure of the City at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

13.8. Venue

Venue for any judicial proceeding regarding this Franchise shall be in Snohomish County.

13.9. Governing Law

This Franchise shall be governed by applicable local, Washington state and federal law. Grantee agrees to comply with all such applicable law.

13.10. Entire Agreement

This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written negotiations between the parties.

13.11. Severability

If any Section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

13.12. Acceptance

After the passage and approval of this Ordinance and within thirty days after such approval, this Franchise shall be accepted by Grantee by filing with the City Clerk an unconditional, acknowledged written acceptance of all terms and conditions of this Franchise. Failure of Grantee to file such an acceptance within thirty days of approval shall be deemed a rejection by Grantee, and the rights and privileges herein granted shall cease after expiration of the thirty day period after approval, unless the thirty day period is extended by ordinance duly passed for that purpose.

_____
Ray Stephanson, Mayor

ATTEST:

Passed: _____
Valid: _____
Published: _____
Effective: _____

_____
City Clerk

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance relating to the City's integration of "Complete Streets" design principles.

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	CB1609-36
Originating Department	Public Works
Contact Person	Ryan Sass
Phone Number	(425) 257-8942
FOR AGENDA OF	Sept. 14, 2016

Initialed by:
Department Head _____
CAA db
Council President _____

Location	Preceding Action	Attachments	Department(s) Approval
	Resolution 6016	Proposed Ordinance	Public Works

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

DETAILED SUMMARY STATEMENT:

Complete Streets is a nationally recognized program established to promote multi-modal transportation and ensure safe access to transportation corridors for all users including pedestrians, bicyclists and transit riders.

The Transportation Element of the City's Comprehensive Plan is consistent with the principles outlined in the Complete Streets program. Additionally, City Council passed a resolution in May of 2008 regarding the adoption of principles outlined in the Complete Streets program.

External funding agencies, such as the Washington State Transportation Improvement Board, have embraced policies that require prospective grant applicants to have adopted an Ordinance incorporating Complete Streets principles to be eligible for funding. To be eligible for future funding opportunities, it is necessary to adopt an ordinance that supports the Complete Streets program.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance relating to the City's integration of "Complete Streets" design principles.

ORDINANCE NO. _____

An Ordinance Relating to the City's integration of "Complete Streets" design principles

WHEREAS, the Transportation Element of the City of Everett's Comprehensive Plan recognizes the need for a balanced, affordable, reliable, convenient and efficient transportation system; and

WHEREAS, a balanced transportation plan takes into account multiple modes of travel including personal vehicles, transit, ridesharing, bicycles and pedestrians; and

WHEREAS, "Complete Streets" is a nationally recognized program, established in 2005 by the National Complete Streets Coalition, promoting policies intended to accommodate and enable safe access for all right of way users and further promoting the safe movement along and across street corridors for pedestrians, bicyclists, and transit riders of all ages and varying abilities; and

WHEREAS, the implementation of improvements consistent with Complete Street principles encourage and facilitate the use of alternative transportation methods resulting in a cleaner environment and a reduced dependence on fossil fuels; and

WHEREAS, policy principles of the Complete Streets program have been incorporated into the Transportation Element of the City's Comprehensive Plan as follows:

- The Goals, Policies and Actions section of the Transportation Element identifies the objective of expanding multi-modal travel opportunities; and
- The Transportation Element encourages walking, bicycling and transit use as safe, convenient and widely available modes of transportation; and
- The Transportation Element plans for a comprehensive, integrated, and connected multi-modal network; and
- The Transportation Element identifies the need for, and provides, an integrated pedestrian and bicycle plan including trails, bike lanes and sidewalks to provide a non-motorized option for accessing transit facilities and for accessing local activity areas directly without driving a vehicle; and
- The Transportation Element directs that the City integrate the planning of sidewalks, walkways, bicycle facilities and trails into overall transportation planning, programming and construction activities; and
- The Transportation Element directs the development and use of appropriate design standards and procedures with a greater emphasis on minimizing person-travel delay, public safety, barrier-free pedestrian oriented accessibility, while assuring the continued movement of goods; and

WHEREAS, Everett's Transportation Element is consistent with the Complete Streets guiding principle to design, operate and maintain Everett's streets to promote safe and convenient access and travel for all users – pedestrians, bicyclists, transit riders, people of various abilities, as well as freight and motor vehicle drivers; and

WHEREAS, Everett's Bicycle Master Plan recognizes and identifies needed bicycle oriented transportation facilities and the City is actively implementing the plan; and

WHEREAS, the City of Everett has been a leader in incorporating Complete Streets principles with the Everett City Council passing a Resolution regarding the adoption of Complete Streets principles in May of 2008, and that the City has consistently incorporated Complete Streets elements into its transportation projects;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1.
A new Chapter shall be added to the EMC:

CHAPTER 13.77 COMPLETE STREETS

13.77.010 Purpose
The City of Everett shall to the maximum extent practical; plan, scope, design, construct, operate and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight, and users of all ages and abilities it its new construction, retrofit or reconstruction projects.

13.77.020 Previous City Council Resolution
City Council Resolution 6016, May 2008, pertains to the City's initial adoption of Complete Streets principles.

13.77.030 Transportation Element to Incorporate Complete Streets Principles
The City's Transportation Element of the City's Comprehensive Plan shall incorporate Complete Streets principles to design, operate and maintain Everett's streets. Complete Streets principles ensure that the right of way is planned, designed, constructed, operated and maintained to provide safe access for all users. Complete Streets principles promote safe and convenient access and travel for all users – pedestrians, bicyclists, transit riders, people of various abilities, as well as freight and motor vehicle drivers.

13.77.040 Exceptions
Facilities for pedestrians, bicycles, transit and people of all abilities are not required to be provided when:

A. A documented absence of current or future need exists;
B. Non-motorized users are prohibited by law;
C. Routine maintenance of the transportation network is performed;
D. The cost would be disproportionate to the current or probable future uses;
E. Advancement of a complete network of facilities results in some facilities that emphasize particular uses, (e.g., a bicycle boulevard in proximity to, and as an alternative to, an established freight route) while furthering the overall Complete Streets transportation network.
F. In instances where a documented exception is granted by the City Engineer.

13.77.050 Goal to foster partnerships
It is a goal for the City of Everett to foster partnerships with adjacent local agencies and with transportation funding agencies including WSDOT, FHWA to implement the Complete Streets ordinance and to coordinate facilities at municipal boundaries and agency operational boundaries.

13.77.060 Best Practices Criteria
The City Engineer shall develop and incorporate Transportation Element policies and design criteria based upon recognized best practices in street design, construction, operation and maintenance including, but not limited to, the latest editions of Association of State Highway Transportation Officials (AASHTO), WSDOT, and National Association of City Transportation Officials (NACTO) guidelines, while reflecting the local context and character of the surrounding built and natural environments toward the enhancement of each.

13.77.070 Performance Standards
The City of Everett shall include performance standards within the Transportation Element to evaluate the success and continued implementation of Complete Streets by measuring appropriate transportation metrics such as mode split, mode share targets, and facilities built.

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

Section 3.
The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

_____
Ray Stephanson, Mayor

ATTEST:

_____
Sharon Fuller, 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 August 27, 2016 through Sept 02, 2016 having been audited and approved, have been paid and the disbursements have been made against the proper funds in payment thereof, as follows:

Fund	Department	Amount
002	General Government	2,742.45
003	Legal	148,350.60
004	Administration	76.54
005	Municipal Court	1,411.76
007	Human Resources	545.06
009	Misc Financial Funds	48,322.10
015	Information Technology	4.20
021	Planning & Community Dev	2,165.09
022	Neighborhoods & Community Serv	800.97
026	Animal Shelter	180.00
031	Police	749.14
032	Fire	44,161.49
038	Facilities/Maintenance	109.20
	TOTAL GENERAL FUND	**249,618.60**

Fund	Department	Amount
101	Parks & Recreation	64,159.57
110	Library	9,048.07
112	Community Theater	1,872.78
120	Public Works-Streets	35.00
146	Property Management	92,465.42
151	Fund for Animals	1,706.25
152	Cum Reserve-Library	24.00
153	Emergency Medical Services	761.57
156	Criminal Justice	1,628.80
197	CHIP Loan Program	17,240.99
198	Community Dev Block Grants	7,642.25
336	Water & Sewer Sys Improv Project	137,593.81
401	Public Works-Utilities	59,034.12
402	Solid Waste Utility	7,065.08
425	Public Works-Transit	8,746.35
430	Everpark Garage	16,613.00
440	Golf	1,614.53
451	Everett-Tulalip Joint Water	476.00
501	MVD-Transportation Services	36,884.16
503	Self-Insurance	49,522.27
505	Computer Reserve	2,974.50
507	Telecommunications	25,163.66
637	Police Pension	1,363.90
638	Fire Pension	1,416.20
665	Other Special Funds	16,382.00

TOTAL CLAIMS **811,052.88**

Passed and approved this _____day of _____ , 2016.

_____
Councilperson Introducing Resolution

_____
Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Professional Services Agreement with Daizy Logik, LLC

	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Finance
	Consent	Contact Person	Susy Haugen
X	Action	Phone Number	425-257-8612
	First Reading	FOR AGENDA OF	Sept. 14, 2016
	Second Reading		
	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA dlo
Council President

Location	Preceding Action	Attachments	Department(s) Approval
		Professional Services Agreement with Daizy Logik LLC	Finance, Information Technology

Amount Budgeted	$117,000	
Expenditure Required	$117,000	$117,000 – GL 505-5130000410
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
The attached Professional Services Agreement is for development and consultant services to update and implement the PRAXIS B&O tax and licensing application.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign a Professional Services Agreement with Daizy Logik, LLC in the amount of $117,000.

CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of September, 2016, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Daizy Logik LLC, whose address is P.O. Box 3033, Bellevue, WA 98009, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to implement PRAXIS B&O Tax and Licensing application updates for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider**. The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.

2. **Intellectual Property Rights**. Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance**. This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2017.

4. **Compensation**.

A. The City shall pay the 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. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of One hundred seventeen thousand Dollars ($117,000).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment**.

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: IT Director
2930 Wetmore Avenue, Suite 6A
Everett, WA 98201

Electronic copies send to: ITNotices@everettwa.gov

6. **Submission of Reports and Other Documents**. The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract**. City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes**. The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts**. Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification**. Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify 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. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 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. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The 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 10: (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. 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 the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

11. **Insurance**.

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance 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, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the 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.

4. Professional Errors and Omissions Insurance in an amount not less than $1,000,000 per occurrence and $1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

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 the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. 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.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. **Independent Contractor**.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other

state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **Audits and Inspections**. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. **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.

16. **State of Washington Requirements**. Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **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.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity**. Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver**. Any waiver by the 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.

22. **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.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **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.

25. **Notices**.

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.: IT Director
2930 Wetmore Avenue, Suite 6A
Everett, WA 98201

Electronic copies send to: ITNotices@everettwa.gov

B. Notices to the Service Provider shall be sent to the following address:

Vladimir Martinov
Daizy Logik LLC
P.O. Box 3033
Bellevue, WA 98009

26. **Venue**. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **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.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

CITY OF EVERETT,
WASHINGTON

_____

Ray Stephanson, Mayor

_____

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk	James D. Iles, City Attorney
Date	Date

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

Corporation	_____ [Service Provider's Complete Legal Name] By: _____ Typed/Printed Name: _____ Its: _____ Date: _____
Partnership (general)	_____ [Service Provider's Complete Legal Name] a Washington general partnership By: _____ Typed/Printed Name: _____ General Partner Date: _____
Partnership (limited)	_____ [Service Provider's Complete Legal Name] a Washington limited partnership By: _____ Typed/Printed Name: _____ General Partner Date: _____
Sole Proprietorship	_____ Typed/Printed Name: _____ Sole Proprietor: Date: _____
Limited Liability Company	DAIZY LOGIK LLC [Service Provider's Complete Legal Name] a Washington limited liability company By: Vladimir Martinov Typed/Printed Name: VLADIMIR MARTINOV Managing Member Date: 9/1/2016

(Form Approved by City Attorney's Office January 7, 2010, updated June 15, 2014)

EXHIBIT A

SCOPE OF WORK

Please see Exhibit A, Daizy Logic LLC Proposal for PRAXIS Application Updates at the end of this Professional Services Agreement

EXHIBIT B

COMPENSATION

☒ ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate
Vladimir Martinov	Developer	180/hr

☐ ALTERNATE B [LUMP SUM]

The City shall pay Service Provider dollars ($) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

☐ ALTERNATE C [PROGRESS PAYMENTS]

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

☐ ALTERNATE D [BASE REGISTRATION]

The City shall pay the Service Provider such amounts and in such manner as follows:
Fee for service shall be percent % of the base registration fees collected by the City. Additional fees and/or surcharges levied by the City will be retained 100% by the City. Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed dollars ($).

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? ☐ Yes ☒ No
   IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
   IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☒ No

3. Answer the appropriate question below for Service Provider's business organization:

   Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

   Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

   Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☒ No

   Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: DAIZY LOGIK LLC

Signature: [signature] Printed Name: VLADIMIR MARTINOV Title: DIRECTOR

(Retirement Form Approved by City Attorney's Office June 15, 2014)

EXHIBIT A

SCOPE OF WORK

CITY OF EVERETT

Proposal for PRAXIS Application Updates

Abstract

The City of Everett has acquired the source code for the PRAXIS Application and would like to make changes to the application to support the City's business processes.

daizylogik

creativity. rigor.

PROBLEM

The PRAXIS application does not contain all the necessary features required by the City of Everett to implement their business and occupation tax processes. The work for the missing features can be divided into two main categories: new development and code modification.

OBJECTIVES

ABILITY TO SUPPORT THE NEW SYSTEM

Since Praxis is a major tax application for the city of Everett, the work on this project needs to involve City of Everett IT. The collaboration work gives the following benefits to the city of Everett IT:

1. A better understanding the Praxis system.
2. Able to provide a better support for Praxis system.
3. Able to scope the work for additional feature development.

BUSINESS PROCESSES IMPROVEMENTS

There are several business objectives in implementing Praxis for the City of Everett:

1. Use Praxis to handle the processing of business tax.
2. Use Praxis to replace the existing tax system.
3. Improve efficiency in handling and processing business taxes.
4. Eliminate business tax errors.
5. Use Praxis data to analyze business taxes

PROPOSAL

Daizy Logik proposes to address the needs outlined in the City of Everett's Scope of Work. The needs outlined fall into two broad categories:

1. New Development
    a. Implement a License Renewal Process
    b. Add new Regulatory Licenses
    c. Complete function for delinquent letters
    d. Complete function for other letters
    e. Microflex Discovery

2. Modify existing code
    a. Remove References to the Square Footage Tax
    b. Update Tax and Schedule Forms
    c. Change all Bellevue references to Everett
    d. Consult and possible update the Lockbox import process to US Bank
    e. Filing frequency process change
    f. Change Gross Receipts and Tax Liability Threshold
    g. Assist with data conversion

Daizy Logik will work with the City of Everett's staff to prioritize the items listed above. Once the prioritization is complete, Daizy Logik will proceed to identify the components that need to changed or designed and developed in PRAXIS to be able to implement each item. The City of Everett will then decide whether each change will be implemented be the City's staff, or by Daizy Logik.

PROJECT DELIVERABLES

PRAXIS

The application will be modified and have new features added so that the items requested by the City of Everett are implemented. Daizy Logik will also provide PRAXIS training for the City of Everett's staff. Daizy Logik can also provide documentation for the PRAXIS project as needed.

TIMELINE

Daizy Logik is prepared to begin the project as soon as September 2016.

PRICING

ASSUMPTIONS

We assume that the Daizy Logik developer will be working at City of Everett on-site for one day a week for the duration of the project, and additional work will be performed remotely.

CONSULTING

Daizy Logik currently bills all work at a rate of $180/hour. Preliminary estimates are given below and may be updated based on information gained during the development process.

Item	Hours	Cost
Development	300	$54,000
Travel	50	$9,000
Follow Up Consultation	300	$54,000
Total	**650**	**$117,000**

Unless otherwise specified, Daizy Logik bills only for work actually performed. The amounts given above are estimates only, actual costs may vary. Travel to the city of Everett is billed at the consulting rate. Should the need for other incidental expenses emerge, the City of Everett will be responsible for all such expenses. Daizy Logik will not incur any such expenses except as outlined in this proposal without obtaining prior written consent from the City of Everett.

To City of Everett:
Date: 8/31/2016

Daizy Logik staff will use public transit to travel to and from the City Of Everett City Hall. Daizy Logik LLC does not have employees and therefore does not have Workers Compensation Insurance.

Vladimir Martinov
Director of Technology

Vladimir Martinov

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hiscox Inc.
520 Madison Avenue
32nd Floor
New York, NY 10022

CONTACT NAME:
PHONE (A/C, No, Ext): 888-202-3007
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hiscox Insurance Company Inc	10200
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Daizy Logik, LLC
10595 NE 12th Pl Unit 101
Bellevue WA 98004

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			UDC-1633823-CGL-16	09/16/2016	09/16/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ ST Gen Agg $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			UDC-1633823-EO-16	09/18/2016	09/18/2017	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This insurance is primary to any insurance or self insurance provided by the certificate holder

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Final Plat Approval for the Towns at Riverfront.

8/17/16	Briefing
	Proposed Action
	Consent
9/14/16	Action
	First Reading
	Second Reading
	Third Reading
	Public Hearing

COUNCIL BILL #	
Originating Department	Planning
Contact Person	John Jimerson
Phone Number	(425) 257-8737
FOR AGENDA OF	August 17, 2016 September 14, 2016

Initialed by:
Department Head
CAA db
Council President AM

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Riverfront Redevelopment Eclipse Mill Site	Preliminary Plat Approval by Hearing Examiner	Final Plat Map	Planning, Public Works

Amount Budgeted	N/A	
Expenditure Required	N/A	Account Number(s):
Budget Remaining	N/A	
Additional Required	N/A	

DETAILED SUMMARY STATEMENT:

The City Council is required to approve the final plat map for all formal subdivisions before it can be recorded and the developer may sell lots. Polygon Northwest has requested final plat approval for the 190 townhouse subdivision located on the Eclipse Mill site within the Riverfront Redevelopment Planned Development Overlay.

The preliminary plat was approved by the Hearing Examiner, and all public improvements will either be completed or will have appropriate financial performance guarantee(s) in place prior to Council action.

RECOMMENDATION (Exact action requested of Council):

Grant Final Plat Approval for the Towns at Riverfront.

THE TOWNS AT RIVERFRONT

A PORTION OF THE NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PERSONS THAT RIVERFRONT MF, LLC, A DELAWARE LIMITED PARTNERSHIP, THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARES THIS PLAT AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROADS RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FORM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS REROUTING THEREOF ACROSS ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SAID OWNER.

RIVERFRONT MF, LLC,
A DELAWARE LIMITED LIABILITY PARTNERSHIP

BY: _____
BRANDON SCHEIBNER
SR. VICE PRESIDENT, WASHINGTON DIVISION PRESIDENT

ACKNOWLEDGEMENTS

STATE OF)
) SS.
COUNTY OF)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016, BY BRANDON SCHEIBNER, SR. VICE PRESIDENT, WASHINGTON DIVISION PRESIDENT OF RIVERFRONT MF, LLC, A DELAWARE LIMITED LIABILITY PARTNERSHIP, THE AUTHORIZED AGENT OF POLYGON WLH LP, A DELAWARE LIMITED PARTNERSHIP, FOR AND ON BEHALF THEREOF.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

LEGAL DESCRIPTION

PARCEL 39:
TRACT 2 OF CITY OF EVERETT BLA NO 1474-04-002 RECORDED UNDER RECORDING NO 200402190061 AND 200402195083, BEING A PORTION OF A PORTION OF GOVERNMENT LOT 3, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF EVERETT BY DEEDS RECORDED UNDER RECORDING NOS. 200805140865 AND 200805140866.

PARCEL 40:
THE EAST HALF OF BLOCK 2 OF J.S. SINES ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 11, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED ALLEY ATTACHED THERETO BY ORDINANCE NO. 484-77 RECORDED DECEMBER 16, 1977 UNDER RECORDING NO. 7712160175, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THOSE PORTIONS OF ALL OF THE ABOVE CONVEYED TO THE CITY OF EVERETT BY DEED RECORDED UNDER RECORDING NOS. 200805140865 AND 200805140866.

PARCEL 41:
LOT 13 OF BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY RECORDED UNDER RECORDING NO. 200608215004 AND CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NO. 05-008 RECORDED UNDER RECORDING NO. 200608210287, BEING A PORTION OF A PORTION OF GOVERNMENT LOT 3, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL 42:
THAT PORTION OF GOVERNMENT LOT 3 IN SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID LOT 3, 1,019.4 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT, SAME BEING ON THE EAST LINE OF THE LAND CONVEYED TO SEATTLE AND MONTANA RAILROAD CO. BY WARRANTY DEED RECORDED APRIL 25, 1902 IN VOLUME 71 OF DEEDS, PAGE 77; THENCE EAST ALONG SAID SOUTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 256.8 FEET TO THE WEST RIGHT OF WAY LINE OF EVERETT & MONTE CRISTO RAILWAY CO. AS CONVEYED BY DEED RECORDED MARCH 9, 1898 IN VOLUME 46 OF DEEDS, PAGE 40; THENCE NORTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY 841.6 FEET TO THE SOUTH LINE OF PLAT OF EVERETT LAND COMPANY'S 1ST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, EXTENDED EASTERLY; THENCE WESTERLY ALONG SAID PRODUCTION OF THE SOUTH LINE OF SAID PLAT AND THE SOUTH LINE OF SAID PLAT, 163.39 FEET TO THE EASTERLY LINE OF THE RIGHT OF SAID SEATTLE & MONTANA RAILROAD CO.; THENCE ANGLE LEFT 75°45' AND PROCEED SOUTHERLY ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY, 314 FEET TO POINT OF CURVE TO THE LEFT; THENCE ALONG SAID CURVE, RADIUS OF 1,392.69 FEET, A DISTANCE OF 341 FEET TO THE POINT OF BEGINNING.

PARCEL 43:
LOT 16 OF BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY RECORDED UNDER RECORDING NO. 200608215004 AND CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NO. 05-008 RECORDED UNDER RECORDING NO. 200608210287, BEING A PORTION OF A PORTION OF GOVERNMENT LOTS 1, 2 AND 3, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF EVERETT BY DEEDS RECORDED UNDER RECORDING NOS. 200805140855 AND 200805140866.

PARCEL 44:
THAT PORTION OF WALNUT STREET, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 805, EVERETT LAND COMPANY'S 1ST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE NORTH TO THE SOUTH LINE OF 33RD STREET; THENCE EAST TO THE WEST LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTHERLY ALONG THE WESTERLY OF SAID RIGHT OF WAY TO A POINT EAST OF THE TRUE POINT OF BEGINNING; THENCE WEST TO THE TRUE POINT OF BEGINNING.

PARCEL 45:
ALL THAT PART OF LOTS 17 TO 32, INCLUSIVE, BLOCK 805, PLAT OF THE EVERETT LAND COMPANY'S 1ST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF THE EASTERLY LINE OF THE RIGHT OF WAY OF ST PAUL, MINNEAPOLIS AND MANITOBA RAILWAY CO, WHICH EASTERLY RIGHT OF WAY LINE IS DESCRIBED IN VOLUME 79 OF DEEDS, PAGE 501, AS BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 32 THAT IS 25.8 FEET WEST OF THE NORTHEAST CORNER BLOCK 805; THENCE SOUTHWESTERLY PARALLEL TO AND 100 FEET DISTANT SOUTHEASTERLY FROM CENTERLINE OF SAID RAILWAY CO RIGHT OF WAY TO INTERSECT THE WEST LINE OF LOT 19 AT A POINT 65.3 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 17, ALL IN SAID BLOCK 805.

APPROVALS

CITY OF EVERETT APPROVALS

THE CITY OF EVERETT HEREBY DETERMINES THAT THIS SUBDIVISION CONFORMS TO RCW 58.17 AND EMC TITLE 18 AND IS HEREBY APPROVED. THE CITY OF EVERETT DOES NOT IN ANY WAY WARRANT NOR GUARANTEE THE ACCURACY OF THIS RECORD OF SURVEY.

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____.

_____
CITY OF EVERETT ENGINEER

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____.

_____
DIRECTOR, CITY OF EVERETT DEPARTMENT OF PLANNING/COMMUNITY DEVELOPMENT

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____.

_____
CITY COUNCIL PRESIDENT

TREASURER'S CERTIFICATES

CITY OF EVERETT TREASURER'S CERTIFICATE

I, TREASURER OF THE CITY OF EVERETT, DO HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT ASSESSMENTS ON THE WITHIN DESCRIBED TRACT OF LAND HAVE BEEN FULLY PAID AND DISCHARGED AS OF _____ 20____.

_____
TREASURER, CITY OF EVERETT

SNOHOMISH COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES
HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED
HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE,
HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING 20___ TAXES.

_____
TREASURER, SNOHOMISH COUNTY

BY:

_____
DEPUTY COUNTY TREASURER

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF CORE DESIGN INC. THIS _____ DAY OF _____ 20____,
AT _____ MINUTES PAST _____M., AND RECORDED IN VOL. _____ OF PLATS, PAGES _____ TO _____,
AFN _____, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

_____
SNOHOMISH COUNTY AUDITOR

BY:

_____
DEPUTY COUNTY AUDITOR

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS FINAL PLAT OF THE TOWNS AT RIVERFRONT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF POLYGON HOMES NW, IN NOVEMBER, 2013, AND SAID SURVEY WAS BASED UPON AN ACTUAL SURVEY OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.; THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS ACTUALLY SURVEYED; THAT THE COURSES AND DISTANCES SHOWN HEREON ARE CORRECT; THAT (1) MONUMENTS AS DESCRIBED AND SHOWN HEREON, UNLESS STATED OTHERWISE HEREON, WILL BE SET AT ALL LOT CORNERS AS SHOWN; (2) MONUMENTS AS DESCRIBED AND SHOWN HEREON AS "SET" HAVE BEEN SET AS SHOWN; AND (3) ALL MONUMENTS DESCRIBED AND SHOWN HEREIN THAT ARE SHOWN "TO BE SET" WITHIN THE RIGHT-OF-WAY, WITHIN AND WITHOUT THE BOUNDARY OF THIS SUBDIVISION, WILL BE SET AFTER THE STREET IS PAVED.

_____
GLENN R. SPRAGUE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 41299

GLENN R. SPRAGUE
STATE OF WASHINGTON
41299
REGISTERED
PROFESSIONAL LAND SURVEYOR

7-1-16

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING • PLANNING • SURVEYING

JOB NO. 12156E

THE TOWNS AT RIVERFRONT

A PORTION OF THE NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

NOTES

1. THE TOWNS AT RIVERFRONT HOMEOWNERS ASSOCIATION (HOA) WAS ESTABLISHED ON _____, 2016.
2. TRACTS 983, 987, 988, 989, 990, 991, 992, 993, 994, 997, 998 AND 999 ARE HEREBY CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT FOR THE PURPOSE OF OPEN SPACE. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE AND ANY STORM WATER RAIN GARDEN FACILITY THAT MAY FALL WITHIN THESE TRACTS.
3. TRACT 986 IS HEREBY CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT FOR THE PURPOSE OF OPEN SPACE AND ORDINARY HIGH WATER BUFFER. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENACE OF THE OPEN SPACE/ORDINARY HIGH WATER BUFFER EXCEPT THAT PORTION FOR WHICH THE CITY OF EVERETT HAS AN EASEMENT. SEE EASEMENT PROVISION 2.
4. TRACTS 984 AND 985 ARE HEREBY CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT FOR THE PURPOSES OF ACCESS AND UTILITIES AND PARKING. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ACCESS, PRIVATE UTILITY AND PARKING FACILITIES WITHIN SAID TRACTS.
5. TRACT 995 SHALL REMAIN OWNED AND MAINTAINED BY RIVERFRONT MF, LLC FOR THE PURPOSE OF FUTURE DEVELOPMENT.

RESTRICTIONS OF RECORD

1. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR WATER OR SEWER FACILITIES OF THE CITY OF EVERETT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8408230225. AFFECTS ALL PARCELS. NOTHING SHOWN.
2. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR STORM AND SEWER AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 1917176. AFFECTS PARCEL NO.'S 39, 43, 44, AND 45 AS SHOWN HEREON. SEE SHEETS 7 AND 8.
3. THIS SITE IS SUBJECT TO UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF VENDORS AND SECURITY AGREEMENT ON PERSONAL PROPERTY AND RIGHTS OF TENANTS, AND SECURED PARTIES TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM. AFFECTS ALL PARCELS. NOTHING SHOWN.
4. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY SHORT PLAT OR PLAT OF U.S. SHES ACRE TRACTS RECORDED IN VOLUME 4 OF PLATS, PAGE 11. AFFECTS PARCEL 40. NOTHING SHOWN.
5. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY SHORT PLAT OR PLAT OF EVERETT LAND COMPANY'S 1ST ADDITION RECORDED IN VOLUME 3 OF PLATS, PAGE 20. AFFECTS PARCELS 44 AND 45. NOTHING SHOWN.
6. THIS SITE IS SUBJECT TO RESERVATIONS AND EXCEPTIONS REGARDING MINERAL RIGHTS AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 7707290103. AFFECTS PARCEL 40. NOTHING SHOWN.
7. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND/OR EASEMENTS AS DISCLOSED BY QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 200608250618. AFFECTS PARCELS 41 AND 43. NOTHING SHOWN.
8. THIS SITE IS SUBJECT TO AN OPERATING EASEMENT AGREEMENT BETWEEN THE CITY OF EVERETT AND BNSF RAILWAY COMPANY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200608250621. AFFECTS PARCELS 41 AND 43. NOTHING SHOWN.
9. THIS SITE IS SUBJECT TO THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "CONDITIONAL EASEMENT FOR ACCESS AND UTILITIES" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200802010052. SAID INSTRUMENT IS A RE-RECORD OF RECORDING NO(S). 200406040719. AFFECTS PARCEL 39. LOCATION OF 30' WIDE EASEMENT IS NOT DETERMINABLE. NOTHING SHOWN.
10. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A MEMORANDUM OF PROPERTY DISPOSITION AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200805140860. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. WILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS ALL PARCELS. NOTHING SHOWN.
11. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS AS DISCLOSED BY SPECIAL WARRANTY DEED RECORDED UNDER RECORDING NO. 200805140862. AFFECTS ALL PARCELS. NOTHING SHOWN.
12. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A PUBLIC AMENITIES DEDICATION, EASEMENT AND MAINTENANCE AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200805140863. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. WILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS PARCEL 40. NOTHING SHOWN.
13. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A TERMINATION OF EXISTING EASEMENTS AND NON-LANDFILL SITE UTILITY EASEMENTS AND ACCESS AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200805140864. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. WILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS PARCEL 40 AND 43. NOT SHOWN. ACCESS AND UTILITY MOVES TO THE RIGHT OF WAY DEDICATION UPON THE RECORDING OF THIS PLAT.
14. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF A LANDFILL GAS MANAGEMENT SYSTEM, LEACHATE COLLECTION SYSTEM, GROUNDWATER MONITORING SYSTEM, AND UTILITIES EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200805140921. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. WILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS PARCEL 39 AND 42. APPROXIMATE LOCATION OF MONITOR WELLS SHOWN HEREON. SEE SHEETS 8, 9 AND 10.
15. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF RECIPROCAL TEMPORARY CONSTRUCTION AND ACCESS EASEMENTS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200805140925. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. WILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS ALL PARCELS. NOTHING SHOWN.
16. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A MEMORANDUM WILL PROPERTY ENVIRONMENTAL AND INDEMNIFICATION AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200805140930. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. WILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS ALL PARCELS. NOTHING SHOWN.
17. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A MITIGATION AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200902110443. AFFECTS ALL PARCELS. NOTHING SHOWN.
18. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A MEMORANDUM OF DEVELOPMENT AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200911050290. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. WILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS ALL PARCELS. NOTHING SHOWN.
19. THIS SITE IS SUBJECT TO A MEMORANDUM OF ASSIGNMENT AS DISCLOSED IN INSTRUMENT RECORDED UNDER RECORDING NO. 201307050570, AND A WILL ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED UNDER RECORDING NO. 201410070764. AFFECTS ALL PARCELS. NOTHING SHOWN.
20. THIS SITE IS SUBJECT TO ANY QUESTIONS THAT MAY ARISE DUE TO SHIFTING OR CHANGE OF THE LINE OF HIGH WATER OF THE SNOHOMISH RIVER. AFFECTS PARCEL 39. NOTHING SHOWN.
21. THIS SITE IS SUBJECT TO ANY QUESTION AS TO THE TRUE LOCATION OF THE LATERAL BOUNDARIES OF THE TIDELANDS. AFFECTS PARCEL 39. NOTHING SHOWN.
22. THIS SITE IS SUBJECT TO ANY QUESTION THAT MAY ARISE DUE TO THE SHIFTING AND/OR CHANGING IN THE COURSE OF THE SNOHOMISH RIVER. AFFECTS ALL PARCELS. NOTHING SHOWN.
23. THIS SITE IS SUBJECT TO ANY PROHIBITION OR LIMITATION ON THE USE, OCCUPANCY OR IMPROVEMENTS OF THE LAND RESULTING FROM THE RIGHT OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY WATERS WHICH MAY COVER THE LAND OR TO USE ANY PORTION OF THE LAND WHICH IS NOW OR MAY FORMERLY HAVE BEEN COVERED BY WATER. AFFECTS PARCEL 39. NOTHING SHOWN.
24. THIS SITE IS SUBJECT TO PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES FOR COMMERCE, NAVIGATION, FISHERIES AND THE PRODUCTION OF POWER. AFFECTS PARCEL 39. NOTHING SHOWN.
25. THIS SITE IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES AND ENCROACHMENTS AS CONTAINED IN RECORDED BOUNDARY LINE ADJUSTMENT AS DISCLOSED IN SURVEY RECORDED UNDER RECORDING NO. 200402190861 AND 200402185083. AFFECTS PARCEL 39. NOTHING SHOWN.
26. THIS SITE IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES AND ENCROACHMENTS AS CONTAINED IN RECORDED BOUNDARY LINE ADJUSTMENT AS DISCLOSED IN SURVEY RECORDED UNDER RECORDING NO. 200508210287. AFFECTS PARCELS 41 AND 43. NOTHING SHOWN.
27. THIS SITE IS SUBJECT TO A SURVEY BY PERTEET INC., DATED JULY 2007, LAST UPDATED APRIL 2008, JOB NO. S3157. SAID SURVEY DISCLOSES THE FOLLOWING:
    A. PUBLIC ASPHALT PATH CROSSES THE PROPERTY LINES (SHEET 2-4). AFFECTS NO PARCELS.
    B. RAILROAD TRACKS CROSSING PROPERTY (SHEETS 2-8). AFFECTS NO PARCELS. TRACKS REMOVED.
    C. ASPHALT AND BUILDING ENCROACHMENT OVER THE SOUTHERLY PROPERTY LINE (SHEET 7). AFFECTS NO PARCELS. BUILDING REMOVED.
    D. OVERHEAD POWER SERVING EASTERLY ADJOINER (SHEETS 7 AND 8). AFFECTS PARCEL 43. SHOWN HEREON. SEE SHEET 6.
    E. FENCE ENCROACHMENT (SHEET 8). AFFECTS PARCEL 43. SHOWN HEREON. SEE SHEET 6.
    F. DIRT AND GRAVEL ROADS CONNECTING WITH ADJOINERS (SHEETS 2, 3, 4, 6, 7 AND 10). AFFECTS NO PARCELS. ROAD REMOVED.
    G. STORM DRAIN LINE CROSSING NORTHWESTERLY PORTION OF LOT 13. AFFECTS NO PARCELS.
    H. OP LINE CROSSING PARCEL 39. AFFECTS SOUTHERN PORTION OF PARCEL 39. EXCEPTED FROM PROPERTY PER 200805140865.
28. THIS SITE IS SUBJECT TO A SURVEY BY PERTEET INC., DATED JUNE 24, 2013, JOB NO. 20130143. SAID SURVEY DISCLOSES THE FOLLOWING:
    A. STORM DRAIN CROSSING NORTHWESTERLY CORNER OF PARCEL 43 (NOTED ON SHEET 8). AFFECTS PARCEL 43. DOCUMENT ILLEGIBLE. UNABLE TO DETERMINE EXACT LOCATION. NOTHING SHOWN.
    B. CONCRETE IMPROVEMENT ENCROACHING OVER NORTHWESTERLY LINE OF PARCEL 43 ONTO WESTERLY ADJOINER (NOTED ON SHEET 8). AFFECTS PARCEL 43. LOCATED AND DETERMINED TO BE A PORTION OF CONSTRUCTION OF THE NEW RIVERFRONT BLVD. NOT SHOWN.

LOT ADDRESSING

LOT NO.	HOUSE NO.	FULL ADDRESS
1	3402	30TH DRIVE
2	3404	30TH DRIVE
3	3406	30TH DRIVE
4	3408	30TH DRIVE
5	3410	30TH DRIVE
6	3414	30TH DRIVE
7	3416	30TH DRIVE
8	3418	30TH DRIVE
9	3420	30TH DRIVE
10	3422	30TH DRIVE
11	3424	30TH DRIVE
12	3011	34TH PLACE
13	3009	34TH PLACE
14	3007	34TH PLACE
15	3005	34TH PLACE
16	3003	34TH PLACE
17	3002	34TH PLACE
18	3004	34TH PLACE
19	3006	34TH PLACE
20	3008	34TH PLACE
21	3010	34TH PLACE
22	3012	34TH PLACE
23	3011	35TH STREET
24	3009	35TH STREET
25	3007	35TH STREET
26	3005	35TH STREET
27	3003	35TH STREET
28	3001	35TH STREET
29	3424	30TH AVENUE
30	3426	30TH AVENUE
31	3428	30TH AVENUE
32	3502	30TH AVENUE
33	3504	30TH AVENUE
34	3506	30TH AVENUE
35	3508	30TH AVENUE
36	3002	35TH STREET
37	3004	35TH STREET
38	3006	35TH STREET
39	3008	35TH STREET
40	3514	30TH DRIVE
41	3512	30TH DRIVE
42	3510	30TH DRIVE
43	3508	30TH DRIVE
44	3506	30TH DRIVE
45	3504	30TH DRIVE
46	3502	30TH DRIVE
47	3451	30TH DRIVE
48	3449	30TH DRIVE
49	3447	30TH DRIVE
50	3445	30TH DRIVE
51	3443	30TH DRIVE
52	3441	30TH DRIVE
53	3439	30TH DRIVE
54	3435	30TH DRIVE
55	3433	30TH DRIVE
56	3431	30TH DRIVE
57	3429	30TH DRIVE
58	3427	30TH DRIVE
59	3425	30TH DRIVE
60	3423	30TH DRIVE
61	3419	30TH DRIVE
62	3417	30TH DRIVE
63	3415	30TH DRIVE
64	3413	30TH DRIVE
65	3411	30TH DRIVE
66	3409	30TH DRIVE
67	3405	30TH DRIVE
68	3403	30TH DRIVE
69	3401	30TH DRIVE
70	3347	30TH DRIVE
71	3345	30TH DRIVE
72	3343	30TH DRIVE
73	3339	30TH DRIVE
74	3337	30TH DRIVE
75	3335	30TH DRIVE
76	3333	30TH DRIVE
77	3331	30TH DRIVE
78	3329	30TH DRIVE
79	3325	30TH DRIVE
80	3323	30TH DRIVE
81	3321	30TH DRIVE
82	3319	30TH DRIVE
83	3317	30TH DRIVE
84	3315	30TH DRIVE
85	3302	31ST DRIVE
86	3304	31ST DRIVE
87	3306	31ST DRIVE
88	3308	31ST DRIVE
89	3310	31ST DRIVE
90	3312	31ST DRIVE
91	3314	31ST DRIVE
92	3322	31ST DRIVE
93	3324	31ST DRIVE
94	3326	31ST DRIVE
95	3328	31ST DRIVE
96	3330	31ST DRIVE
97	3332	31ST DRIVE
98	3336	31ST DRIVE
99	3338	31ST DRIVE
100	3340	31ST DRIVE
101	3342	31ST DRIVE
102	3344	31ST DRIVE
103	3346	31ST DRIVE
104	3350	31ST DRIVE
105	3352	31ST DRIVE
106	3402	31ST DRIVE
107	3404	31ST DRIVE
108	3406	31ST DRIVE
109	3408	31ST DRIVE
110	3412	31ST DRIVE
111	3416	31ST DRIVE
112	3420	31ST DRIVE
113	3424	31ST DRIVE
114	3428	31ST DRIVE
115	3432	31ST DRIVE
116	3436	31ST DRIVE
117	3438	31ST DRIVE
118	3440	31ST DRIVE
119	3442	31ST DRIVE
120	3444	31ST DRIVE
121	3446	31ST DRIVE
122	3450	31ST DRIVE
123	3452	31ST DRIVE
124	3454	31ST DRIVE
125	3456	31ST DRIVE
126	3458	31ST DRIVE
127	3460	31ST DRIVE
128	3516	31ST DRIVE
129	3520	31ST DRIVE
130	3521	31ST DRIVE
131	3517	31ST DRIVE
132	3515	31ST DRIVE
133	3513	31ST DRIVE
134	3511	31ST DRIVE
135	3447	31ST DRIVE
136	3449	31ST DRIVE
137	3451	31ST DRIVE
138	3453	31ST DRIVE
139	3455	31ST DRIVE
140	3435	31ST DRIVE
141	3437	31ST DRIVE
142	3439	31ST DRIVE
143	3441	31ST DRIVE
144	3443	31ST DRIVE
145	3445	31ST DRIVE
146	3423	31ST DRIVE
147	3425	31ST DRIVE
148	3427	31ST DRIVE
149	3429	31ST DRIVE
150	3431	31ST DRIVE
151	3433	31ST DRIVE
152	3411	31ST DRIVE
153	3413	31ST DRIVE
154	3415	31ST DRIVE
155	3417	31ST DRIVE
156	3419	31ST DRIVE
157	3421	31ST DRIVE
158	3401	31ST DRIVE
159	3403	31ST DRIVE
160	3405	31ST DRIVE
161	3407	31ST DRIVE
162	3409	31ST DRIVE
163	3347	31ST DRIVE
164	3349	31ST DRIVE
165	3351	31ST DRIVE
166	3353	31ST DRIVE
167	3355	31ST DRIVE
168	3337	31ST DRIVE
169	3339	31ST DRIVE
170	3341	31ST DRIVE
171	3343	31ST DRIVE
172	3345	31ST DRIVE
173	3325	31ST DRIVE
174	3327	31ST DRIVE
175	3329	31ST DRIVE
176	3331	31ST DRIVE
177	3333	31ST DRIVE
178	3335	31ST DRIVE
179	3313	31ST DRIVE
180	3315	31ST DRIVE
181	3317	31ST DRIVE
182	3319	31ST DRIVE
183	3321	31ST DRIVE
184	3323	31ST DRIVE
185	3301	31ST DRIVE
186	3303	31ST DRIVE
187	3305	31ST DRIVE
188	3307	31ST DRIVE
189	3309	31ST DRIVE
190	3311	31ST DRIVE

GLENN R. SPRAGUE, STATE OF WASHINGTON, 41239, REGISTERED PROFESSIONAL LAND SURVEYOR

7-1-16

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
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JOB NO. 12156E

THE TOWNS AT RIVERFRONT

A PORTION OF THE NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

EASEMENT PROVISIONS

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES, THE HOA AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS SERVING THIS PLAT UNDER AND UPON THE EXTERIOR FIVE (5.00) FEET PARALLEL WITH AND ADJOINING THE PRIVATE STREET FRONTAGE OF ALL LOTS, OR AS SHOWN HEREON AS "JOINT UTILITY EASEMENT" IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN STREET LIGHTS, UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH WATER, ELECTRICITY, TELEPHONE AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE PROPERTIES AT ALL TIMES FOR THE PURPOSES HEREIN STATED PROVIDED THAT FOLLOWING ANY WORK, THE EASEMENT AREA SHALL BE RESTORED AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION.
2. A 12.00 FOOT WIDE PUBLIC TRAIL EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS FOR PUBLIC PEDESTRIAN PURPOSES OVER THE PUBLIC TRAIL AS CONSTRUCTED, WITHIN THOSE PORTIONS OF TRACT 986, THE CENTERLINE OF WHICH IS APPROXIMATELY SHOWN HEREON. THE CITY OF EVERETT IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE TRAIL AND WALL FACILITIES WITHIN SAID EASEMENT.
3. A 5.00 FOOT WIDE PUBLIC TRAIL EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS FOR PUBLIC PEDESTRIAN PURPOSES OVER THE PUBLIC TRAIL, AS CONSTRUCTED, WITHIN THOSE PORTIONS OF LOTS 173 THROUGH 181, THE CENTERLINE OF WHICH IS APPROXIMATELY SHOWN HEREON. THE CITY OF EVERETT IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE TRAIL FACILITIES WITHIN SAID EASEMENT.
4. PUBLIC TRAIL SIGNAGE EASEMENTS OVER AND UPON PORTIONS OF TRACT 985 AND 988, ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS. SAID EASEMENTS ARE 5' X 5' SQUARE, CENTERED UPON THE POST, AS INSTALLED. THE CITY SHALL HAVE THE RIGHT TO OPERATE, MAINTAIN, REPAIR AND REPLACE THE SIGNAGE WITHIN SAID EASEMENT TOGETHER WITH THE RIGHT TO ACCESS SAID EASEMENT AREA FROM THE RIGHT-OF-WAY FOR SUCH PURPOSES.
5. A PUBLIC ACCESS EASEMENT OVER AND UPON TRACTS 983, 988 THROUGH 995 AND 997 THROUGH 999, IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS.
6. A PUBLIC ACCESS AND UTILITY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS OVER, UNDER, AND UPON TRACTS 984 AND 985. THE CITY HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN PUBLIC UTILITY IMPROVEMENTS WITHIN THE EASEMENT AREAS AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES.
7. A PUBLIC WATER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS OVER, UNDER, AND UPON TRACTS 986, 987, 992 AND 999. TOGETHER WITH PORTIONS OF TRACTS 983, 995, 997 AND LOTS 135, 157, 178 AS SHOWN HEREON. THE CITY HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN PUBLIC WATER IMPROVEMENTS WITHIN THE EASEMENT AREAS AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES.
8. A PUBLIC STORM WATER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS OVER, UNDER, AND UPON TRACTS 986, 987, 992 AND 999. TOGETHER WITH A PORTION OF TRACT 983 AS SHOWN HEREON. THE CITY HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN PUBLIC STORM WATER IMPROVEMENTS WITHIN THE EASEMENT AREAS AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES.
9. A PRIVATE STORM WATER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE HOA OVER THE STORM WATER RAIN GARDEN FACILITIES AS CONSTRUCTED WITHIN TRACTS 983, 986, 989, 994, 997 AND ON LOTS 5, 6, 11, 13 THROUGH 28, 36 THROUGH 39, 53, 85, 121, 130, 139, 144 THROUGH 147, 155 THROUGH 159 AND 177 THROUGH 180, AS SHOWN HEREON, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING. THE HOA HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN THE STORM WATER AND RAIN GARDEN FACILITIES WITHIN THE EASEMENT AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES.
10. THE 5.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE WALL EASEMENT AS SHOWN ON LOTS 1 THROUGH 3, AND LOTS 185 THROUGH 190 IS FOR THE BENEFIT OF THE TOWNS AT RIVERFRONT HOA. SAID HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE WALL FACILITIES.
11. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 1, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 1 THROUGH 5. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
12. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 8 AND 9, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 6 THROUGH 11. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
13. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 15 AND 16, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 12 THROUGH 16. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
14. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 18, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 17 THROUGH 22. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
15. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 27, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 23 THROUGH 28. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
16. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 29, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 29 THROUGH 35. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
17. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 37, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 36 THROUGH 39. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
18. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN CENTERED ON THE SHARED LOT LINE OF LOTS 45 AND 46, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 40 THROUGH 46. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
19. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 50 AND 51, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 47 THROUGH 53. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
20. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 60 AND 61, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 54 THROUGH 66. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
21. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 69, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 67 THROUGH 72. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
22. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 76, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 73 THROUGH 78. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
23. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN CENTERED ON THE SHARED LOT LINE OF LOTS 83 AND 84, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 79 THROUGH 84. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
24. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 88 AND 89 IS FOR THE BENEFIT OF LOTS 85 THROUGH 91. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
25. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 96, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 92 THROUGH 97. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
26. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 103, 104 AND 105, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 98 THROUGH 108. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
27. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 114, 115 AND 116, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 110 THROUGH 121. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
28. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 125 AND 126, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 122 THROUGH 128. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
29. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON CENTERED ON THE SHARED LOT LINE OF LOTS 132 AND 133, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 130 THROUGH 134. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
30. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 138, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 135 THROUGH 139. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
31. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 142, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 140 THROUGH 145. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
32. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 149, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 146 THROUGH 151. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
33. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 154, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 152 THROUGH 157. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
34. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN CENTERED ON THE SHARED LOT LINE OF LOTS 160 AND 161, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 158 THROUGH 162. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
35. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN CENTERED ON THE SHARED LOT LINE OF LOTS 164 AND 165, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 163 THROUGH 167. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
36. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN CENTERED ON THE SHARED LOT LINE OF LOTS 170 AND 171, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 168 THROUGH 172. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
37. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 175, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 173 THROUGH 178. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
38. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 190, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 185 THROUGH 190. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
39. THE 6.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE WATER EASEMENT AS SHOWN ON LOT 42 IS FOR THE BENEFIT OF LOT 43. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.
40. THE 6.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE WATER EASEMENT AS SHOWN ON LOT 56 IS FOR THE BENEFIT OF LOT 57. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.
41. THE 6.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE WATER EASEMENT AS SHOWN ON LOT 89 IS FOR THE BENEFIT OF LOT 88. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.
42. THE 5.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE SEWER EASEMENT AS SHOWN ON LOTS 179 THROUGH 184 IS FOR THE BENEFIT OF LOTS 179 THROUGH 184, 189 AND 190. THE OWNER OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE SEWER FACILITIES THEY HAVE THE BENEFIT OF USE.
43. THE 5.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE SEWER EASEMENT AS SHOWN ON LOTS 185 THROUGH 188 IS FOR THE BENEFIT OF LOTS 185 THROUGH 188. THE OWNER OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE SEWER FACILITIES THEY HAVE THE BENEFIT OF USE.

GLENN R. SPRAGUE · STATE OF WASHINGTON · 41299 · REGISTERED PROFESSIONAL LAND SURVEYOR
7-1-16

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING • PLANNING • SURVEYING

JOB NO. 12156E

THE TOWNS AT RIVERFRONT

A PORTION OF THE NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

SURVEY NOTES

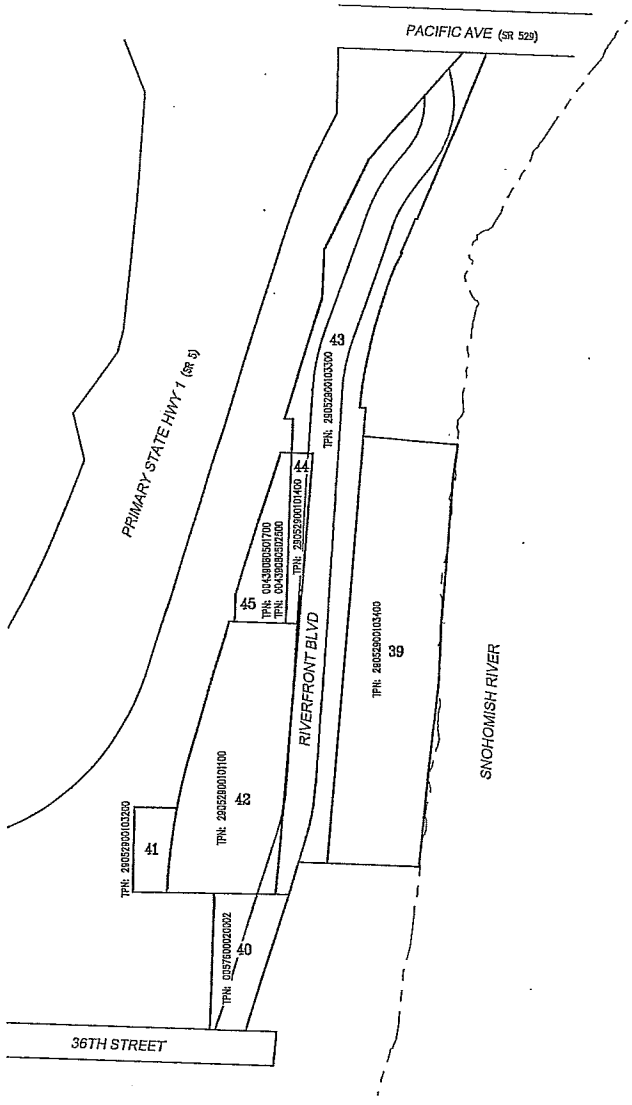
1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE CO. SUBDIVISION GUARANTEE NO. 2674825, DATED JUNE 24, 2016. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE. CORE DESIGN, INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE INSURANCE COMPANY'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN JANUARY OF 2013.
3. ALL DISTANCES ARE IN FEET.
4. THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

REFERENCE SURVEYS

1. BOUNDARY LINE ADJUSTMENT AND RECORD OF SURVEY FOR THE CITY OF EVERETT PUBLIC WORKS DEPARTMENT RECORDED JUNE 30TH, 2006, RECORDED UNDER AUDITOR'S FILE NUMBER 200608215004, RECORDS OF SNOHOMISH COUNTY, WA.
2. BOUNDARY LINE ADJUSTMENT AND RECORD OF SURVEY FOR THE CITY OF EVERETT PUBLIC WORKS DEPARTMENT RECORDED APRIL 8TH, 2008, RECORDED UNDER AUDITOR'S FILE NUMBER 200804085006, RECORDS OF SNOHOMISH COUNTY, WA.
3. BOUNDARY LINE ADJUSTMENT RECORDED FEBRUARY 19, 2004, RECORDED UNDER AUDITOR'S FILE NUMBER 200402195003, RECORDS OF SNOHOMISH COUNTY, WA.
4. PLAT OF J.S. SINES, ACRE TRACTS RECORDED MARCH 4TH, 1896, RECORDED IN VOLUME 4 OF PLATS, PAGE 11, RECORDS OF SNOHOMISH COUNTY, WA.
5. PLAT OF THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT RECORDED DECEMBER 21ST, 1891, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WA.

BASIS OF BEARING

ALL DISTANCES SHOWN ON THIS SURVEY ARE GROUND DISTANCES. TO CONVERT DISTANCES TO STATE PLANE, SCALE BY THE PROJECT COMBINED FACTOR OF 0.999948358. BEARINGS ARE BASED ON WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83/91), BASED ON GPS OBSERVATIONS FROM CITY OF EVERETT PRIMARY CONTROL POINTS E077, E125 AND E126. PER REFERENCE SURVEY #1.



SCALE: 1" = 200'
0 100 200 400

PARCEL BREAKDOWN

7-1-16

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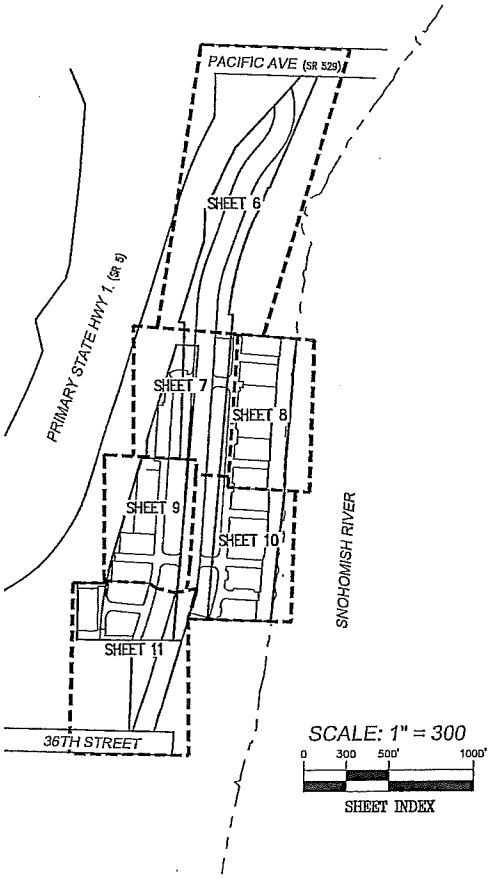
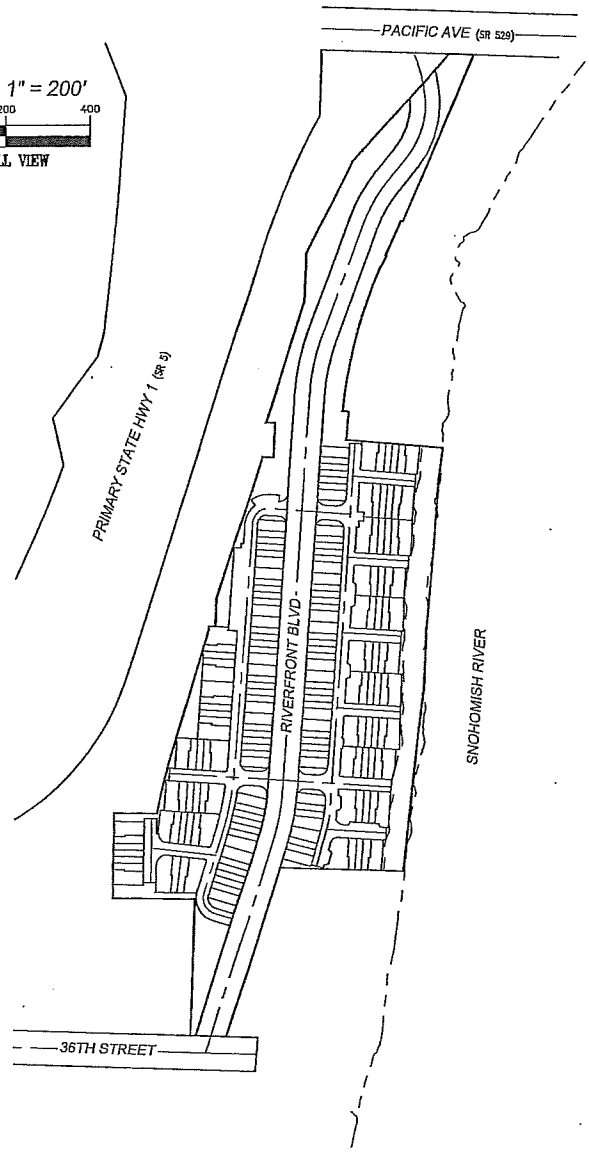
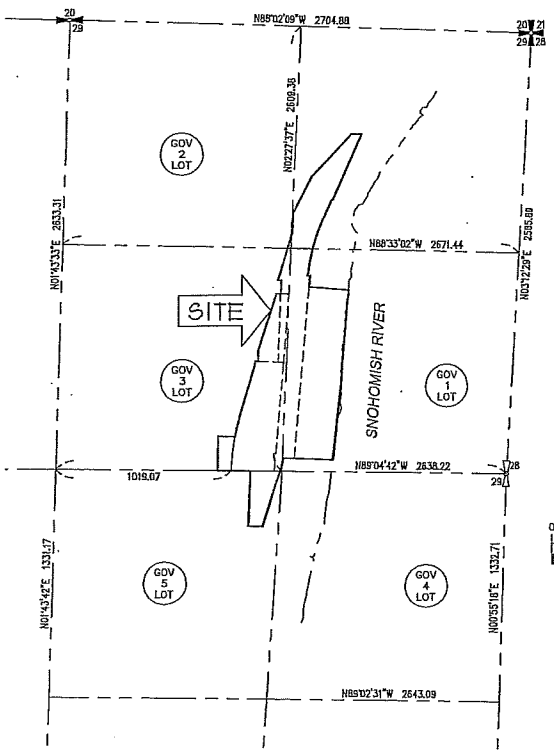
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON



SCALE: 1" = 300
0 300 500' 1000'
SHEET INDEX

SCALE: 1" = 200'
0 100 200 400
OVERALL VIEW





SCALE: 1" = 500'
0 250' 500' 1000'
SECTION BREAKDOWN
PER REFERENCE #1

GLENN R. SPRAGUE
STATE OF WASHINGTON
41299
REGISTERED PROFESSIONAL LAND SURVEYOR
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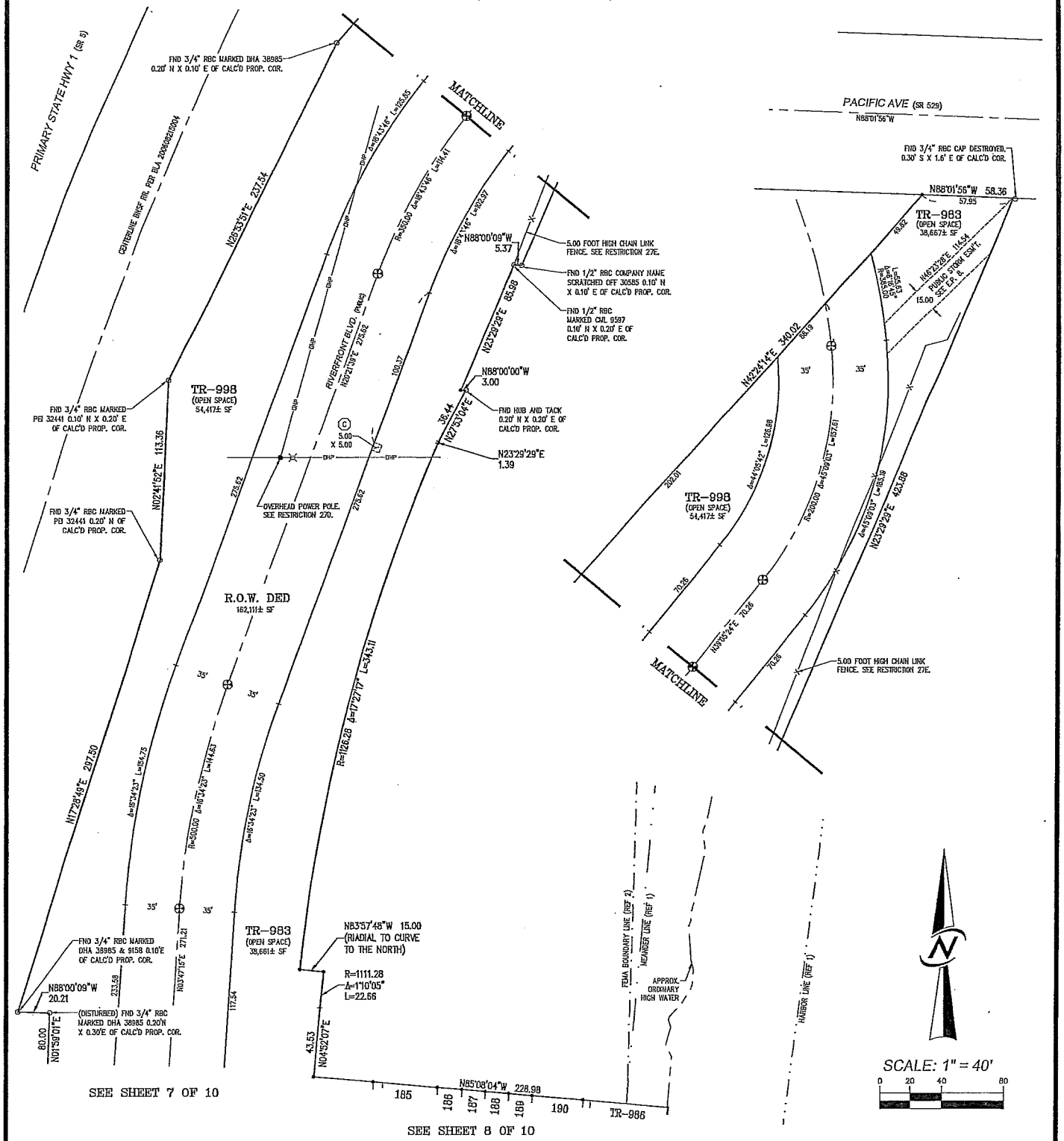

LEGEND

- ○ FOUND SURVEY MARKER AS NOTED.
- • SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299"
- ⊕ 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299" IN MONUMENT CASE.

GLENN R. SPRAGUE — STATE OF WASHINGTON — 41299 — REGISTERED PROFESSIONAL LAND SURVEYOR

7-1-16

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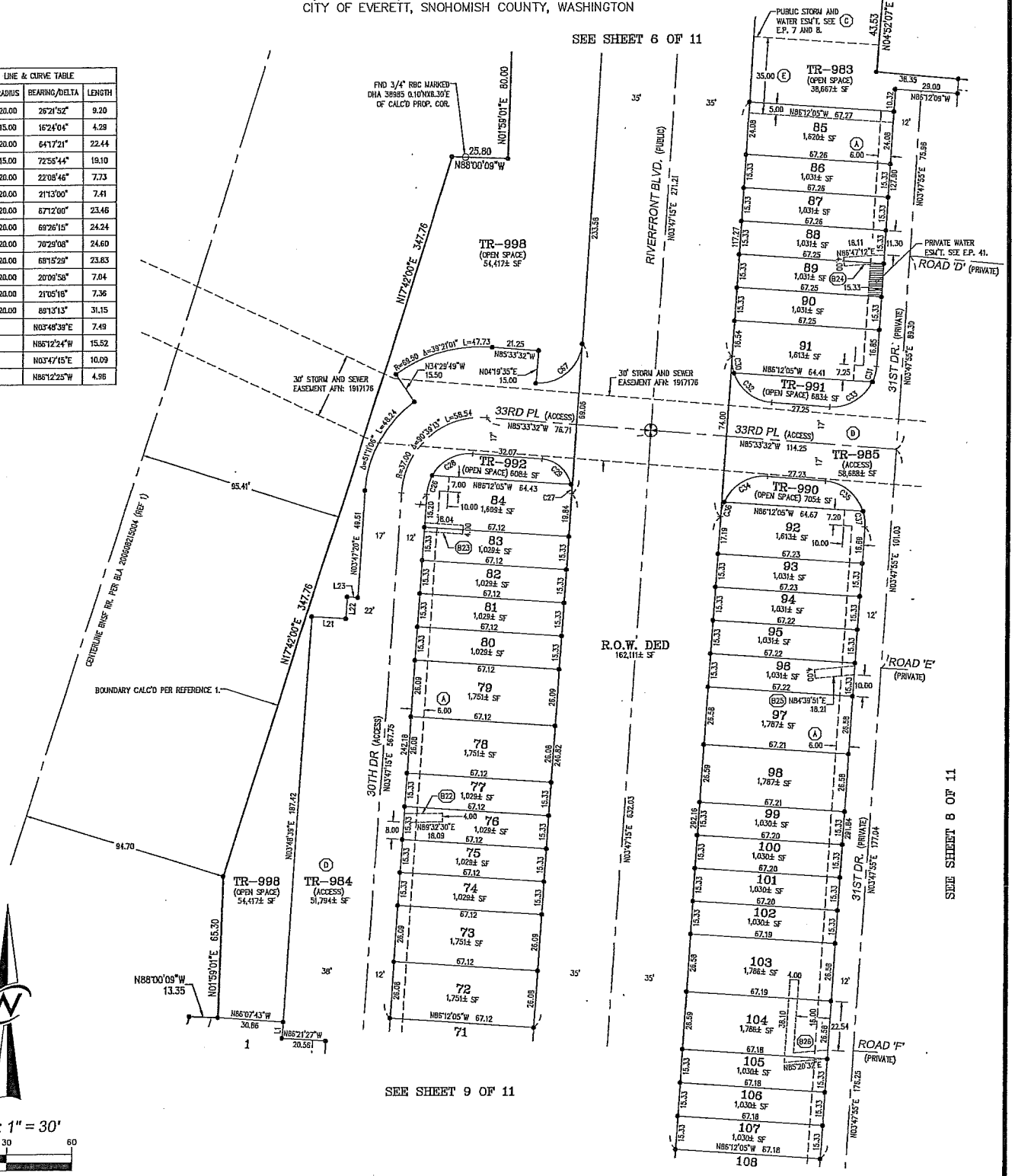
LINE & CURVE TABLE			
TAG #	RADIUS	BEARING/DELTA	LENGTH
C26	20.00	26°21'52"	9.20
C27	15.00	16°24'04"	4.29
C28	20.00	64°17'21"	22.44
C29	15.00	72°55'44"	19.10
C30	20.00	22°08'46"	7.73
C31	20.00	21°13'00"	7.41
C32	20.00	67°12'00"	23.46
C33	20.00	69°26'15"	24.24
C34	20.00	70°29'08"	24.60
C35	20.00	68°15'29"	23.83
C36	20.00	20°09'58"	7.04
C37	20.00	21°05'16"	7.36
C67	20.00	89°13'13"	31.15
L1		N03°48'39"E	7.49
L21		N86°12'24"W	15.52
L22		N03°47'15"E	10.09
L23		N86°12'25"W	4.96



LEGEND

- (A) JOINT UTILITY EASEMENT. SEE E.P. 1.
- (B#) PRIVATE STORM WATER EASEMENT. SEE E.P. #.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE E.P. 6.
- (E) PRIVATE STORM WATER/RAIN GARDEN EASEMENT. SEE E.P. 9.
- E.P. EASEMENT PROVISION.
- PRIVATE WATER EASEMENT. SEE E.P. #.
- FOUND SURVEY MARKER AS NOTED.
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299"
- 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299" IN MONUMENT CASE.

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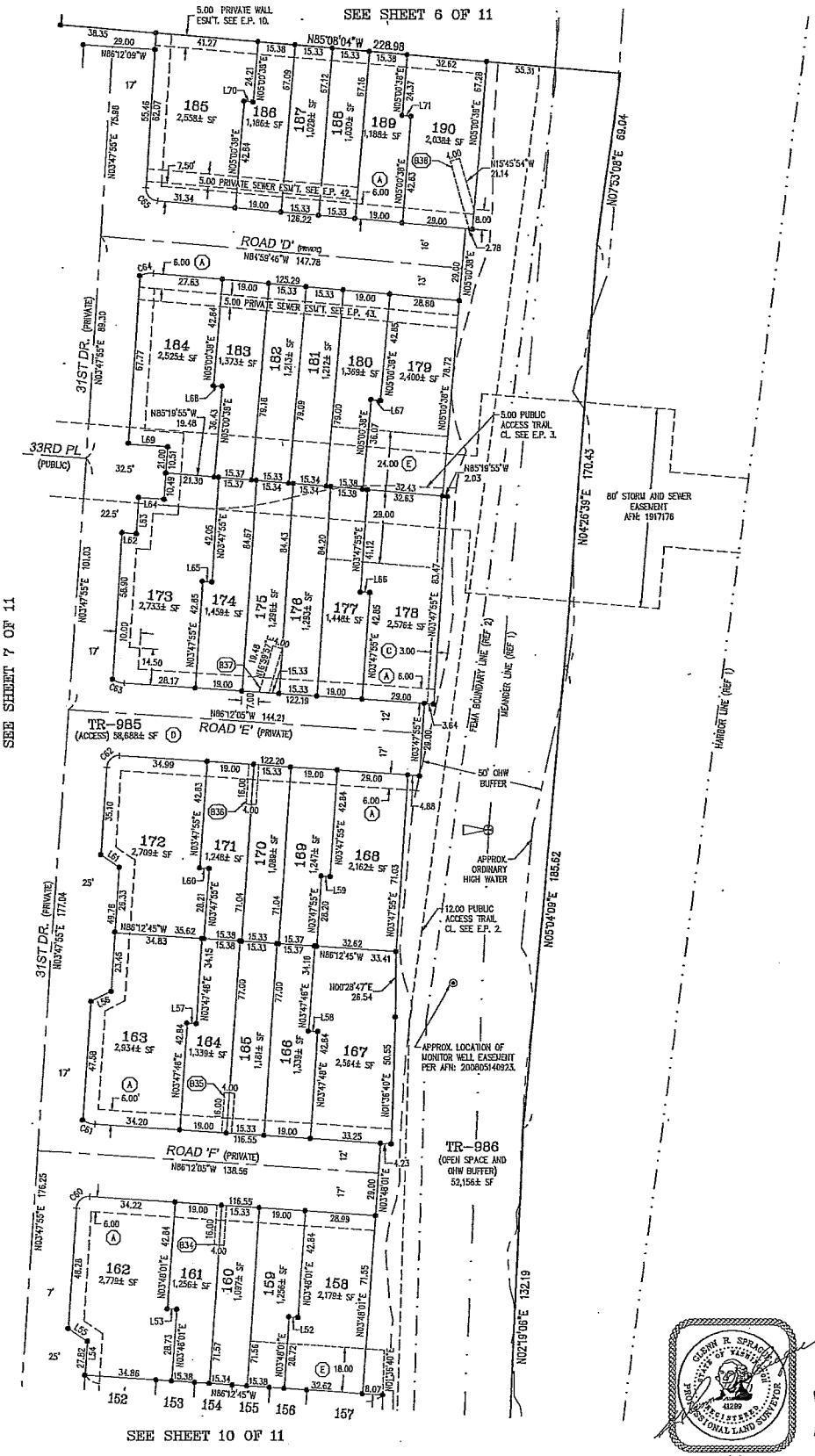

LINE & CURVE TABLE			
TAG #	RADIUS	BEARING/DELTA	LENGTH
C60	5.00	90°00'39"	7.85
C61	10.01	29°59'56"	5.24
C62	5.00	90°00'39"	7.85
C63	10.00	30°01'02"	5.24
C64	10.00	31°12'23"	5.45
C65	5.00	88°47'37"	7.75
L52		N86°11'59"W	3.63
L53		N86°11'59"W	3.63
L54		N03°47'55"E	13.68
L55		N56°13'24"W	9.24
L56		N63°47'55"E	9.24
L57		N86°12'12"W	3.63
L58		N86°12'12"W	3.62
L59		N86°11'59"W	3.63
L60		N86°11'59"W	3.63
L61		N56°12'05"W	9.24
L62		N86°11'54"W	5.50
L63		N03°47'55"E	14.50
L64		N86°11'54"W	10.00
L65		N86°12'05"W	3.62
L66		N86°12'05"W	3.63
L67		N84°59'22"W	3.62
L68		N84°59'22"W	3.63
L69		N86°11'54"W	15.50
L70		N84°59'22"W	3.62
L71		N84°59'22"W	3.63

LEGEND

- (A) JOINT UTILITY EASEMENT. SEE E.P. 1.
- (B#) PRIVATE STORM WATER EASEMENT. SEE E.P. #.
- (C) CITY OF EVERETT WATER EASEMENT. SEE E.P. 7.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE E.P. 6.
- (E) PRIVATE STORM WATER/RAIN GARDEN EASEMENT. SEE E.P. 9.
- ● SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299".

E.P. EASEMENT PROVISION.

OHW ORDINARY HIGH WATER.

MEANDER CORNER.

SCALE: 1" = 30'

0 15 30 60

GLENN R. SPRAGUE STATE OF WASHINGTON 41299 PROFESSIONAL LAND SURVEYOR

7-1-16

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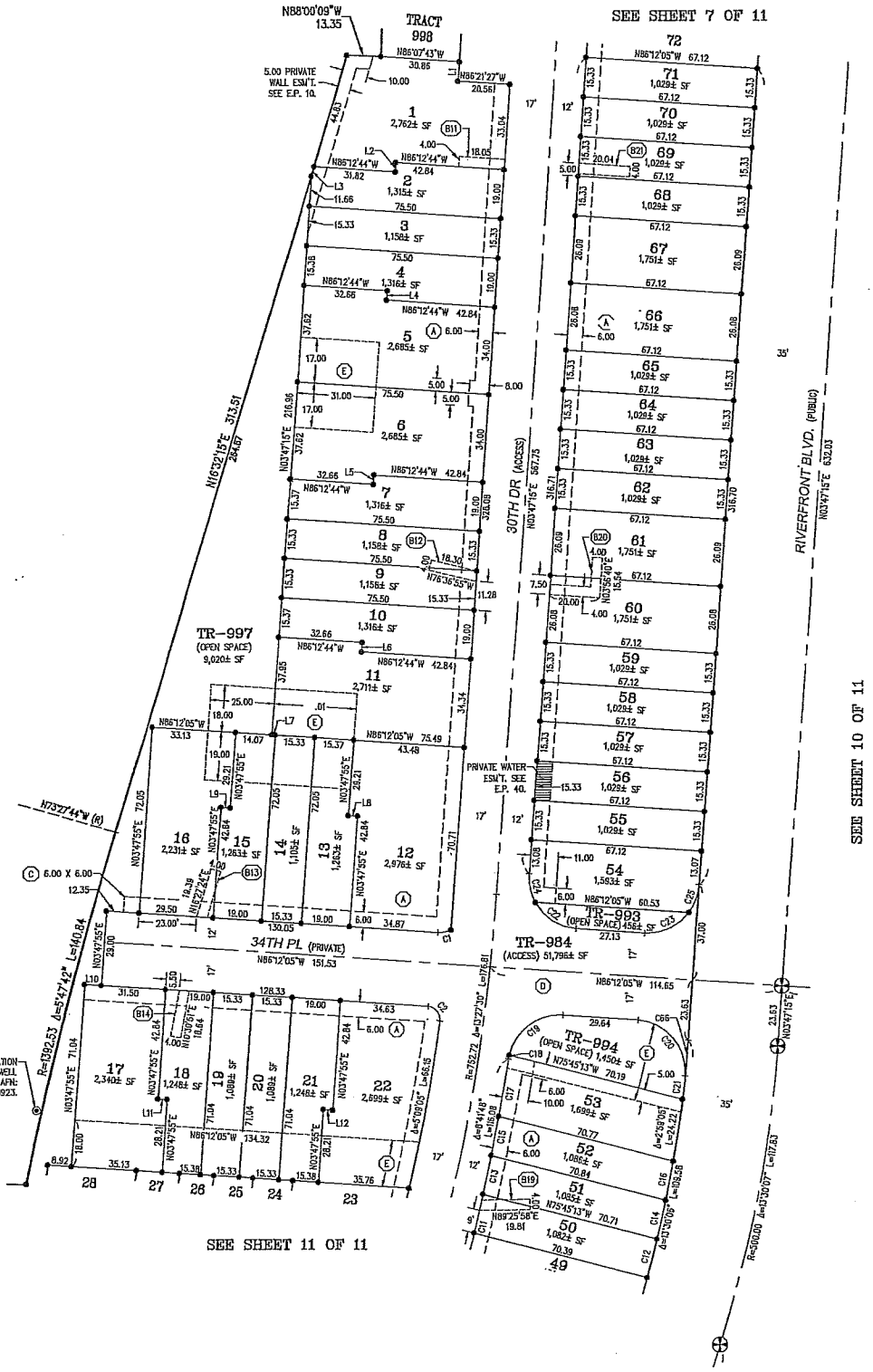

LINE & CURVE TABLE			
TAG #	RADIUS	BEARING/DELTA	LENGTH
C1	10.00	30°00'39"	5.24
C2	5.00	93°59'21"	8.20
C11	764.72	1°08'57"	15.34
C12	465.00	1°53'22"	15.33
C13	764.72	1°08'59"	15.35
C14	465.00	1°53'25"	15.34
C15	764.72	1°09'03"	15.36
C16	465.00	1°53'36"	15.37
C17	764.72	1°42'17"	22.75
C18	20.00	4°03'04"	1.41
C19	20.00	81°10'02"	28.33
C20	20.00	91°42'36"	32.01
C21	465.00	1°07'07"	9.08
C22	20.00	56°38'38"	19.77
C23	20.00	56°37'13"	19.78
C24	20.00	33°20'42"	11.64
C25	20.00	33°22'08"	11.65
C66	465.00	1°43'15"	13.97
L1		N03°48'39"E	7.49
L2		N03°47'15"E	3.63
L3		N16°32'15"E	3.81
L4		N03°47'16"E	3.63
L5		N03°47'16"E	3.62
L6		N03°47'16"E	3.62
L7		N86°12'05"W	1.31
L8		N86°12'05"W	3.63
L9		N86°12'05"W	3.62
L10		N86°12'05"W	6.46
L11		N86°12'05"W	3.63
L12		N86°12'05"W	3.62

SCALE: 1" = 30'

0 15 30 60

LEGEND

- (A) JOINT UTILITY EASEMENT. SEE E.P. 1.
- (B#) PRIVATE STORM WATER EASEMENT. SEE E.P. 3.
- (C) CITY OF EVERETT WATER EASEMENT. SEE E.P. 7.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE E.P. 6.
- (E) PRIVATE STORM WATER/RAIN GARDEN EASEMENT. SEE E.P. 9.
- (R) RADIAL BEARING
- E.P. EASEMENT PROVISION.
- PRIVATE WATER EASEMENT. SEE E.P. 3.
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299"
- 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299" IN MONUMENT CASE.

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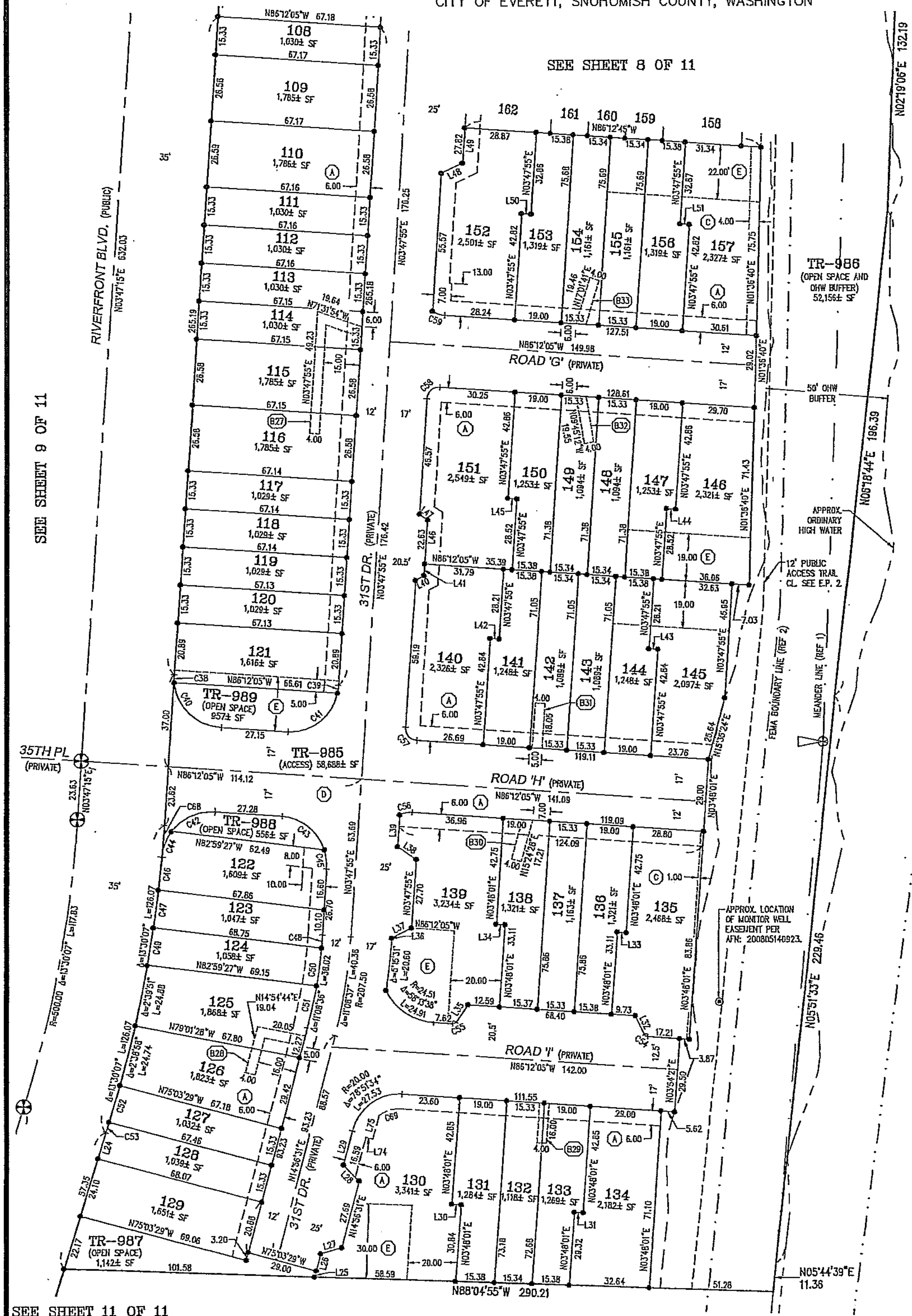
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

SEE SHEET 7 OF 11



LINE & CURVE TABLE			
TAG #	RADIUS	BEARING/DELTA	LENGTH
C38	20.00	9°11'11"	3.21
C39	19.99	9°12'15"	3.21
C40	20.00	80°46'05"	28.21
C41	19.99	80°48'24"	28.20
C42	20.00	56°13'14"	19.62
C43	20.00	67°36'31"	23.60
C44	20.00	32°24'31"	11.31
C45	20.00	22°21'50"	7.81
C46	535.00	1°25'17"	13.27
C47	535.00	1°38'32"	15.33
C48	195.50	1°32'23"	5.25
C49	535.00	1°38'36"	15.34
C50	195.50	4°29'42"	15.34
C51	195.50	5°06'31"	17.43
C52	535.00	1°38'33"	15.34
C53	535.00	0°27'25"	4.27
C54	1.50	60°00'50"	1.57
C55	1.50	59°59'11"	1.57
C56	9.98	30°01'39"	5.23
C57	4.99	89°59'21"	7.84
C58	5.01	90°00'39"	7.87
C59	10.02	29°58'32"	5.24
C68	535.00	1°22'55"	12.90
C69	14.00	40°38'41"	9.93

LINE TABLE		
LINE #	BEARING	LENGTH
L24	N17°17'22"E	11.08
L25	N14°56'31"E	2.46
L26	N14°56'31"E	7.14
L27	N74°57'11"E	9.24
L28	N45°04'08"W	9.24
L29	N14°56'31"E	14.09
L30	N86°11'59"W	3.63
L31	N86°11'59"W	3.63
L32	N26°11'15"W	8.37
L33	N86°11'59"W	3.63
L34	N86°11'59"W	3.63
L35	N33°48'45"E	8.37
L36	N03°47'55"E	0.62
L37	N63°47'55"E	9.24
L38	N56°13'24"W	9.24
L39	N03°47'55"E	12.79
L40	N63°47'16"E	4.04
L41	N03°47'55"E	4.84
L42	N86°12'05"W	3.62
L43	N86°12'05"W	3.62
L44	N86°12'05"W	3.62
L45	N86°12'05"W	3.62
L46	N03°47'55"E	17.79
L47	N56°13'24"W	4.04
L48	N63°47'55"E	9.24
L49	N03°47'55"E	14.14
L50	N86°12'05"W	3.62
L51	N86°12'05"W	3.63
L74	N75°03'29"W	3.00
L75	N14°56'31"E	9.62

SCALE: 1" = 30'

LEGEND

- (A) JOINT UTILITY EASEMENT. SEE E.P. 1.
- (B#) PRIVATE STORM WATER EASEMENT. SEE E.P. #.
- (C) CITY OF EVERETT WATER EASEMENT. SEE E.P. 7.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE E.P. 6.
- (E) PRIVATE STORM WATER/RAIN GARDEN EASEMENT. SEE E.P. 9.
- E.P. EASEMENT PROVISION.
- OHW ORDINARY HIGH WATER.
- ● SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299"
- ⊕ 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299" IN MONUMENT CASE.
- MEANDER CORNER.

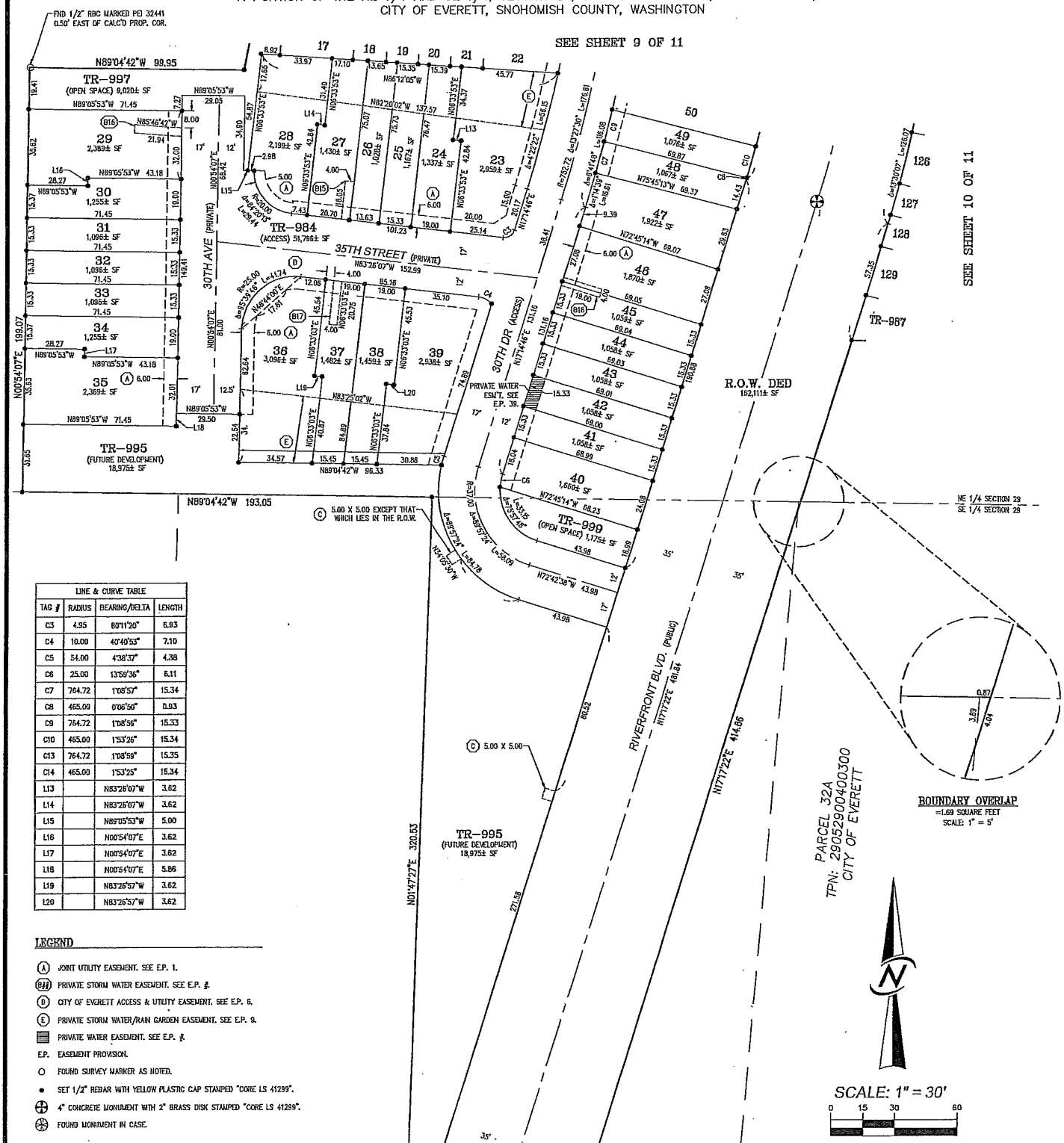
GLENN R. SPRAGUE · STATE OF WASHINGTON · REGISTERED PROFESSIONAL LAND SURVEYOR · 41299
7-1-16

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING • PLANNING • SURVEYING

JOB NO. 12156E

THE TOWNS AT RIVERFRONT

A PORTION OF THE NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON



LINE & CURVE TABLE			
TAG #	RADIUS	BEARING/DELTA	LENGTH
C3	4.95	80°11'20"	6.93
C4	10.00	40°40'53"	7.10
C5	54.00	4°38'37"	4.38
C6	25.00	13°59'36"	6.11
C7	764.72	1°08'57"	15.34
C8	465.00	0°06'50"	0.93
C9	764.72	1°08'56"	15.33
C10	465.00	1°53'26"	15.34
C13	764.72	1°08'59"	15.35
C14	465.00	1°53'25"	15.34
L13		N83°26'07"W	3.62
L14		N83°26'07"W	3.62
L15		N89°05'53"W	5.00
L16		N00°54'07"E	3.62
L17		N00°54'07"E	3.62
L18		N00°54'07"E	5.86
L19		N83°26'57"W	3.62
L20		N83°26'57"W	3.62

LEGEND

- (A) JOINT UTILITY EASEMENT. SEE E.P. 1.
- (B#) PRIVATE STORM WATER EASEMENT. SEE E.P. #.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE E.P. 6.
- (E) PRIVATE STORM WATER/RAIN GARDEN EASEMENT. SEE E.P. 9.
- PRIVATE WATER EASEMENT. SEE E.P. #.
- E.P. EASEMENT PROVISION.
- ○ FOUND SURVEY MARKER AS NOTED.
- • SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299".
- ⊕ 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299".
- ⊗ FOUND MONUMENT IN CASE.

GLENN R. SPRAGUE STATE OF WASHINGTON 41299 REGISTERED PROFESSIONAL LAND SURVEYOR
7-1-16

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING • PLANNING • SURVEYING

JOB NO. 12156E

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Agreement with the Washington State Department of Natural Resources to provide a Washington Conservation Corps crew for urban forest restoration tasks at Forest Park

_____	Consent	COUNCIL BILL #	
_____	Action	Originating Department	Parks
_____	First Reading	Contact Person	John Petersen
_____	Second Reading	Phone Number	425-257-8371
_____	Third Reading	FOR AGENDA OF	Sept. 14, 2016
_____	Public Hearing		

Initialed by:
Department Head _____
CAA db
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Forest Park		Agreement	Parks, Legal, Administration

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

DETAILED SUMMARY STATEMENT:

The Washington State Department of Natural Resources (DNR) will provide the City of Everett a Washington Conservation Corps (WCC) crew, at no cost, to perform urban forestry restoration tasks at Forest Park. Under the terms of the Agreement, the WCC crew will remove English ivy and other non-native invasive species and replant native understory trees for a period of time not to exceed four weeks. The Parks and Recreation Department will coordinate the process in accordance with the requirements of the agreement.

City Council approved similar agreements with DNR in 2013 and 2015.

RECOMMENDATION:

Authorize the Mayor to sign the agreement with the Washington State Department of Natural Resources to provide a Washington Conservation Corps crew for urban forest restoration tasks at Forest Park at no cost to the City.

NATURAL RESOURCES

COOPERATIVE AGREEMENT WITH THE CITY OF EVERETT

Agreement No. CA 93-094458

This Agreement is between the City of Everett, referred to as the City, and the Washington State Department of Natural Resources Urban and Community Forestry Program, referred to as DNR.

DNR is under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and the City enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

The purpose of this Agreement is to provide a Puget SoundCorps (SoundCorps) crew for urban forestry maintenance and restoration tasks in the City. SoundCorps is part of the broader Washington Conservation Corps/AmeriCorps program administered by Washington State Dept. of Ecology. SoundCorps crews work on projects that help restore and protect water quality in Puget Sound.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. DNR shall furnish SoundCorps crews and the City shall provide all materials and services pertinent to performing work set forth in the Attachment A – Statement of Work.

2.01 Period of Performance. The period of performance of this Agreement shall be October 1, 2016, to June 30, 2020, unless terminated sooner as provided herein. The City shall receive one calendar month, approximately four weeks, of crew assistance between November 1, 2016 and April 30, 2017.

3.01 Payment. No money is being exchanged via this agreement.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by the U.S. Copyright Act of 1976 and shall be equally owned by

DNR and the City. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination for Convenience. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, no further crew time shall be allocated to the City during the current project year.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 5 working days to correct the violation or failure. If the failure or violation is not corrected within 5 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

12.01 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable State and federal statutes and rules;
(2) Attachment A – Statement of Work; and
(3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement can not be assigned or delegated in whole or in part by either party, without the

express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to his agreement.

15.01 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 General Insurance. At all times during the term of this Agreement, the City shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best' s Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Risk Manager or in the absence of, the DNR Contracts Specialist, before the agreement is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, the City shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The City shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit the City's liability or responsibility. Said certificate(s) shall contain the Agreement number CA 93-094427, name of DNR Project Manager, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

All insurance provided in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. The City waives all rights against DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Agreement.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

(1). Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.

(2). Insurers subject to Chapter 48.15 RCW (Surplus lines): DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion may accept evidence of self-insurance by the City, provided the latter provides the following:

The City shall provide a statement by a CPA or actuary, satisfactory to DNR that demonstrates the City's financial condition is satisfactory to self-insure any of the required insurance coverages.

DNR may require the City to provide the above from time to time to ensure the City's continuing ability to self-insure. If at any time the City does not satisfy the self-insurance requirement, the City shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect the City and such coverage and limits shall not limit the City's liability under the indemnities and reimbursements granted to DNR in this Agreement.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

(1) Commercial General Liability (CGL) Insurance: Agency shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by DNR, commercial umbrella insurance with a limit of not less than $1,000,000 per each occurrence and $2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be $2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

(2) Employers Liability (Stop Gap) Insurance: If the City shall use employees to perform this contract, the City shall buy employers liability insurance, and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

(3) Business Auto Policy (BAP) Insurance: The City shall maintain business auto liability and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with a limit not less than $1,000,000 per accident. Such

insurance shall cover liability arising out of "any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

The City waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

(4) Workers' Compensation Insurance: The City shall comply with all State of Washington workers compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of the City and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this agreement. Except as prohibited by law, the City waives all rights of subrogation against DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

The City shall indemnify DNR for all claims arising out of the City's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington worker's compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to the City or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by the City pursuant to the indemnity may be deducted from any payments owed by DNR to the City for performance of this Agreement.

17.01 Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The City's obligation to indemnify, defend, and hold harmless includes any claim by the City's agents, employees, representatives, or any subcontractor or its employees. The City expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to the City's or any subcontractor's performances or failure to perform the Agreement. The City's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. The City waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

18.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

19.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

20.01 Project Coordinators.

(1) The Project Coordinator for the City is Anna Heckman, Telephone Number (425) 257-8582.

(2) The Project Coordinator for DNR is Micki McNaughton, Telephone Number (360) 902-1637.

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF EVERETT	STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
Signature Date	Signature Date
Name	Robert W. Johnson Name
Title	Wildfire Division Manager Title
Address	1111 Washington Street SE MS 47037 Olympia, Washington 98504-7037 Address
Telephone	(360) 902-1300 Telephone

Attachment A
STATEMENT OF WORK

DNR provides the services of the SoundCorps crew in exchange for the City's matching commitment to the project as described herein below.

Local projects must be on public property, and work performed by the crews may not replace workers already in place or contracted.

DNR will provide the following to the City for projects that receive one month of crew assistance under the Urban Forest Restoration Project between November 1, 2016 and April 30, 2017:

- Template for media release to assist in building public awareness of crew work.
- Puget SoundCorps crew time to perform urban forestry maintenance and restoration tasks as outlined below:
    - Pigeon Creek watershed, Forest Park, 802 E Mukilteo Boulevard. Assess forest across the lower watershed, remove invasive plant species, and plant native plant species for forest structure enhancement.
    - Other sites and/or locations as agreed by the City's Project Coordinator and the DNR Project Coordinator. Tasks and activities assigned must pertain to restoring the ecological health and functionality of the urban forest on the site or location.
- Report from DNR to the community that includes a description of the project and the work accomplished by the crew.
- Template for three-year maintenance and monitoring plan.
- Template for annual monitoring report.

The City commits to the following in consideration for the services of the DNR-sponsored crew:

- Post media releases in advance of and/or during the crew's time with the City.
- Acquire any permits necessary for project work.
- Dispose of materials removed during project activities (English ivy vines, blackberry canes, trash, etc.).
- Provide any and all materials required for project completion (plants, mulch, herbicide, staking materials, etc.).
- Provide traffic control, including traffic control plan, barriers, cones, flagging materials, etc. as necessary to ensure the safety of the crew and public.
- The City is responsible for the maintenance and repair of any equipment provided by the City and used by the SoundCorps crew under the direction of City staff.
    - Dept. of Ecology (SoundCorps crews) is responsible for the maintenance and repair of any equipment provided by SoundCorps and/or Ecology.
- Develop and implement a three-year maintenance and monitoring plan for the project site within 60 days of receiving the DNR Report of the crew's work.
- Report monitoring results to the DNR Urban and Community Forestry Program annually for three years beginning the year after the crew's work per the approved three-year maintenance and monitoring plan. Final Annual Monitoring Report for work performed under this

agreement will be due no later than June 30, 2020.

CITY ATTORNEY'S OFFICE

EVERETT

LETTER OF SELF-INSURANCE

For Period: 12/31/2015 – 12/31/2016

This is to inform you of the City of Everett's insurance program. The City of Everett maintains a comprehensive program of risk retention and insurance.

Based on discussion and direction from City Administration, the City has elected to self-insure its liability exposures. The City's self-insured retention for general, auto and professional liability is $1,250,000, which is fully funded. Excess liability is purchased with limits of $30,000,000 over the self-insured retention.

Please contact me at (425) 257-8702 if you have any questions relating to the City of Everett's insurance program.

Christine Muth-Schulz

Christine Muth-Schulz
Risk Manager

CITY OF EVERETT • 2930 Wetmore Ave. • Everett, WA 98201 • (425) 257-7000 • Fax (425) 257-8693

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Purchase of National Crane 680H Mobile Crane from Custom Truck and Equipment under NJPA Contract

	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Finance/Purchasing
	Consent	Contact Person	Clark Langstraat
x	Action	Phone Number	425-257-8901
	First Reading	FOR AGENDA OF	September 14, 2016
	Second Reading		
	Third Reading		
	Public Hearing		

Initialed by:
Department Head
CAA
Council President

Location | **Preceding Action** | **Attachments** | **Department(s) Approval**
Public Works, Purchasing

Amount Budgeted	$230,000.00	
Expenditure Required	$225,213.67	Account Number(s):
Budget Remaining	$4,786.33	MV6M0084-401-N-640
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
The Motor Vehicle Division has the need to purchase a crane body for installation on a separately purchased truck chassis. This is on the 2015 Equipment Replacement List and is available on a competitively bid contract from the National Joint Powers Alliance (NJPA) cooperative.

The City has an interlocal cooperative purchasing agreement with NJPA that allows it to make purchases from their competitively awarded contracts in lieu of soliciting bids on its own. Staff had previously recommended that this unit be purchased through a Request for Proposal process. However, after reviewing other available options, this interlocal opportunity has been identified as a more efficient use of procurement resources.

RECOMMENDATION (Exact action requested of Council):
Authorize the purchase of a National Crane 680H Mobile Crane from Custom Truck and Equipment under NJPA contract 032515-GUS in the amount of $225,213.67, including Washington State sales tax.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Resolution Declaring Three Navistar 4700LP Aid Cars Surplus and Authorize their Sale at a Public Auction

_____	Briefing
_____	Proposed Action
_____	Consent
x	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing

COUNCIL BILL #	
Originating Department	Finance/Purchasing
Contact Person	Clark Langstraat
Phone Number	425-257-8901
FOR AGENDA OF	September 14, 2016

Initialed by:
Department Head _____
CAA db
Council President _____

Location	Preceding Action	Attachments	Department(s) Approval
		Resolution	Motor Vehicle Division, Purchasing

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

DETAILED SUMMARY STATEMENT:
The City owns the following vehicles that are no longer of use to City departments.

V0078 – 2000 Navistar 4700LP Aid Car
V0107 – 2001 Navistar 4700LP Aid Car
V0016 – 1994 Navistar 4700LP Aid Car

Based on previous and current sales, staff estimates a present value from $5,000 to $10,000 for each vehicle and recommends they be sold at public auction.

RECOMMENDATION (Exact action requested of Council):
Adopt resolution declaring three Navistar 4700LP Aid Cars surplus and authorize their sale at a public auction.

RESOLUTION No._____

A Resolution declaring the listed vehicles and equipment surplus and authorizing their disposition.

Whereas, the City has a 2001 Navistar 4700LP Aid Car (#V0107), a 2000 Navistar 4700LP Aid Car (#V0078) and a 1994 Navistar 4700LP Aid Car (#V0016) in its fleet; and

Whereas, the above-referenced equipment is no longer of value or use to the City; and

Whereas, Ordinance 2963-06 establishes a procedure and methods for surplusing or disposition of City-owned personal property; and

Whereas, based on the guidelines set forth in Section 2 of Ordinance 2963-06 a public auction is the disposition method that best meets the City's interests; and

Whereas, the City's purchasing manager has reported the basis for the estimated value of the surplus property and has recommended surplusing the above-referenced vehicles and equipment by public auction.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Everett:

1. The 2001 Navistar 4700LP Aid Car (#V0107), 2000 Navistar 4700LP Aid Car (#V0078) and 1994 Navistar 4700LP Aid Car (#V0016) are no longer of value or use to the City; and

2. The disposition of this equipment at a Public Auction is hereby authorized.

_____
COUNCIL MEMBER INTRODUCING RESOLUTION

PASSED AND APPROVED THIS ___ DAY OF SEPTEMBER, 2016

_____
SCOTT MURPHY,
COUNCIL PRESIDENT

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Resolution Declaring 1999 Almar Sounder Boat as Surplus and Authorizing Sale by Public Auction

_____	Briefing
_____	Proposed Action
_____	Consent
x	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing

COUNCIL BILL #	
Originating Department	Finance/Purchasing
Contact Person	Clark Langstraat
Phone Number	425-257-8901
FOR AGENDA OF	September 14, 2016

Initialed by:
Department Head _____
CAA db
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
		Resolution	Motor Vehicle Division, Purchasing

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

DETAILED SUMMARY STATEMENT:
The City owns the following equipment that is no longer of use to City departments.

Marine 3 – 1999 Almar Sounder 17-Foot Boat with Outboard Motor and Trailer, estimated present value $10,000-$12,000.

Staff estimates present values based on previous and current sales, and recommends sale at public auction.

RECOMMENDATION (Exact action requested of Council):
Adopt resolution declaring the 1999 Almar Sounder Boat as surplus and authorizing its sale at a public auction.

RESOLUTION No._____

A Resolution declaring the listed vehicles and equipment surplus and authorizing their disposition.

Whereas, the City has a 1999 Almar Sounder Boat with a 1999 EZ Loader Y-EZWR Trailer and 2000 Honda BF75A Outboard Motor (MARINE-3, 1A and 1B) in its fleet; and

Whereas, the above-referenced equipment is no longer of value or use to the City; and

Whereas, Ordinance 2963-06 establishes a procedure and methods for surplusing or disposition of City-owned personal property; and

Whereas, based on the guidelines set forth in Section 2 of Ordinance 2963-06 a public auction is the disposition method that best meets the City's interests; and

Whereas, the City's purchasing manager has reported the basis for the estimated value of the surplus property and has recommended surplusing the above-referenced vehicles and equipment by public auction.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Everett:

1. The 1999 Almar Sounder Boat with a 1999 EZ Loader Y-EZWR Trailer and 2000 Honda BF75A Outboard Motor (MARINE-3, 1A and 1B) are no longer of value or use to the City; and

2. The disposition of this equipment at a Public Auction is hereby authorized.

_____
COUNCIL MEMBER INTRODUCING RESOLUTION

PASSED AND APPROVED THIS ___ DAY OF SEPTEMBER, 2016

_____
SCOTT MURPHY,
COUNCIL PRESIDENT