



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, November 29, 2023
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: November 15, 2023

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,080,092.22 For The Period Ending November 4, 2023 Through November 10, 2023.

Documents:

[RES CLAIMS PAYABLE NOV 4, 2023 - NOV 10, 2023.PDF](#)

(2) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$1,611,673.25 For The Period Ending November 11, 2023 Through November 17, 2023.

Documents:

[RES CLAIMS PAYABLE NOV 11, 2023 - NOV 17, 2023.PDF](#)

(3) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,230,867.25 For The Period Ending November 4, 2023.

Documents:

[2023 RESOLUTION FOR PAYROLL PAY PERIOD 23.PDF](#)

(4) Authorize The Mayor To Sign Job Order Contract Amendment No. 3 For General Construction Services To Forma Construction And Burton Construction Inc.

Documents:

[JOC CONTRACT AMEND NO. 3.PDF](#)

(5) Authorize The Mayor To Sign Template Animal Sheltering Interlocal Agreements For Animal Shelter Services With Partner Jurisdictions In Substantially The Form Provided.

Documents:

[ANIMAL SHELTERING INTERLOCAL AGREEMENT.PDF](#)

(6) Authorize The Mayor To Sign A Communications Lease Agreement With DISH Wireless At The Everett Municipal Building.

Documents:

[DISH LEASE AT EMB.PDF](#)

(7) Authorize The Mayor To Sign The License Agreement With Glacier Northwest, Inc. At Ross Avenue.

Documents:

[GLACIER NW LICENSE AT ROSS AVE 2023.PDF](#)

(8) Authorize The Mayor To Sign Amendment No. 1 To The Professional Services Agreement With Jacobs Engineering Group, Inc.

Documents:

[JACOBS-FREIGHT MOBILITY-PSA AMENDMENT.PDF](#)

(9) Adopt A Resolution Declaring A 2005 Chevrolet Express 2500 Cargo Van (V0152) Surplus And Authorizing Sale At Public Auction.

Documents:

[RES_V0152 CHEVROLET EXPRESS SALE.PDF](#)

(10) Award And Authorize The Purchase Of Five Fully Electric Fixed Route Transit Buses From Gillig LLC Using The Washington State Department Of Enterprise Services Contract #0671901/EVT #2021 - 021 For A Total Of \$6,319,010.

Documents:

[FTA ELECTRIC BUSES PURCHASE.PDF](#)

(11) Authorize The Mayor To Sign All Plan Adoption Agreement With PeakOne Administration For The HRA/VEBA, Flexible Spending Accounts, And COBRA Administration.

Documents:

[PEAKONE ADMINISTRATIVE SERVICES AGREEMENT.PDF](#)

(12) Authorize The Mayor To Sign Amendment No. 1 To The Professional Services Agreement With Commonstreet Consulting, LLC

Documents:

[COMMONSTREET PSA AMENDMENT.PDF](#)

PROPOSED ACTION ITEMS:

(13) CB 2310-61 – 1st Reading - Adopt An Ordinance Amending Ordinance No. 3839-21 Entitled A Special Improvement Project "Later Phase Eclipse Mill Park Project And Riverfront Trail Improvements Project", Fund 354, Program 073, To Accumulate Design And Construction Support Services For The Amount Of \$1,113,752. (3rd & Final Reading 12/13/23)

Documents:

[CB 2311-61 LATER PHASE ECLIPSE MILL FUNDING ORDINANCE AMENDMENT NO.1.PDF](#)

(14) CB 2311-62 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Loganberry Trail Improvements", Fund 354, Program 091 To Accumulate All Costs For The Project. (3rd & Final Reading 12/13/23)

Documents:

[CB 2311-62 LOGANBERRY TRAILS IMPROVEMENTS ORDINANCE.PDF](#)

(15) CB 2310-55 – 2nd Reading - Adopt An Ordinance Appropriating The Budget For The City Of Everett For The Year 2024 In The Amount Of \$746,730,743. (3rd And Final Reading And Public Hearing On 12/6/23).

Documents:

[CB 2310-55.PDF](#)

(16) CB 2310-56 – 2nd Reading - Adopt An Ordinance Relating To Animal Control, Amending Chapters 6.04 And 6.08 Of The Everett Municipal Code. (3rd & Final Reading 12/6/23)

Documents:

[CB 2310-56.PDF](#)

(17) CB 2310-59 – Adopt An Ordinance Amending The Development Agreement For The Everett Riverfront District Properties Has Been Continued To 12-20-23 For 3rd And Final Reading And Public Hearing.

Documents:

[CB 2310-59.PDF](#)

ACTION ITEMS:

(18) Award RFQ 2023-117 And Authorize The Mayor To Sign The Professional Services Agreement With Environmental Sciences Associates In The Amount Of \$807,421, In Substantially The Form Provided.

Documents:

[ENVIRONMENTAL SCIENCE ASSOCIATES SEPA PSA.PDF](#)
[STADIUM SEPA.PDF](#)

(19) Authorize The Mayor To Sign The Professional Services Agreement With Shiels Oblatz Johnsen, Inc. In The Amount Of \$344,400 In Substantially The Form Provided.

Documents:

[SOJ PROJECT MANAGEMENT PSA.PDF](#)
[STADIUM SEPA.PDF](#)

(20) CB 2310-57 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Hannabrook Park Improvement Project", Fund 354, Program 85 As Established By Ordinance No. 3931-23.

Documents:

[CB 2310-57.PDF](#)

(21) CB 2310-58 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "T. A. Sullivan Caretaker House Demolition", Fund 354, Program 082, As Established By Ordinance No. 3932-23.

Documents:

[CB 2310-58.PDF](#)

BRIEFING:

(22) CB 2312-60 – 1st Reading - Adopt An Ordinance Establishing The Basic Salary Schedule For Employees Of The City Of Everett For 2024, Repealing Ordinance 3926.22. (3rd & Final Reading 12/13/23)

Documents:

[CB 2311-60 SALARY ORDINANCE_2024.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- o Call in to listen to the Council meetings: 425.616.3920, conference ID: 724 887 726#
- o Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. Or contact Angela Ely at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- o Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- o Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

- o The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- o The Council meetings are broadcast on government-access cable Comcast Channel 21 and Frontier Channel 29. They are rebroadcast on Monday and Tuesday at noon; Thursday at 2 p.m. and 7 p.m.; Friday and Sunday at 7 p.m.; Saturday at 10 a.m.
- o Watch live meetings and recordings at [YouTube.com/EverettCity](https://www.youtube.com/EverettCity).

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at Council@everettwa.gov.

- o Call the Council offices at 425.257.8703
- o You may call in just to listen to the meeting: 425.616.3920, conference ID 724 887 726#

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

Council President



Whereas the claims payable by check against the City of Everett for the period November 11, 2023 through November 17, 2023, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

Fund	Department	Amount	Fund	Department	Amount
002	General Government	(3,319.21)	101	Parks & Recreation	11,995.62
003	Legal	2,456.75	110	Library	31,883.57
005	Municipal Court	2,871.64	112	Community Theater	20,697.17
007	Human Resources	621.12	114	Conference Center	1,200.00
009	Misc Financial Funds	50,283.48	120	Public Works-Streets	1,467.07
010	Finance	217.80	126	MV-Equipment Replacemer	51,892.30
018	Communications, Mktg & Engag	364.78	130	Develop & Const Permit Fee	865.53
021	Planning & Community Dev	37,909.19	146	Property Management	5,718.73
024	Public Works-Engineering	6,921.67	152	Cum Reserve-Library	2,184.78
026	Animal Shelter	4,362.09	153	Emergency Medical Service:	214.50
030	Emergency Management	84.33	155	Capital Reserve Fund	15,422.40
031	Police	2,660.05	156	Criminal Justice	25,543.97
032	Fire	3,131.72	162	Capital Projects Reserve	7,164.00
038	Facilities/Maintenance	837.43	197	CHIP Loan Program	213.06
			198	Community Dev Block Gran	35,168.92
TOTAL GENERAL FUND	\$	109,402.84	303	PW Improvement Projects	1,135.32
			336	Water & Sewer Sys Improv I	118,498.48
			342	City Facilities Construction	10,643.17
			354	Parks Capital Construction	97,456.30
			401	Public Works-Utilities	304,957.44
			425	Public Works-Transit	247,579.61
			440	Golf	26,812.40
			501	MVD-Transportation Service	2,356.28
			503	Self-Insurance	44,021.27
			505	Computer Reserve	239,139.63
			637	Police Pension	40,219.99
			638	Fire Pension	59,465.21
			661	Claims	96,006.69
			670	Custodial Funds	2,347.00
			TOTAL CLAIMS	\$	1,611,673.25

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2023

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of November 04, and checks issued November 09, 2023, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	11,932.37	5,897.38
003	Legal	82,277.13	23,487.92
004	Administration	40,901.37	8,749.11
005	Municipal Court	66,026.71	22,257.04
007	Personnel	60,878.86	19,255.38
010	Finance	92,198.73	29,563.62
015	Information Technology	117,335.29	36,681.57
018	Communications and Marketing	19,781.28	6,658.50
021	Planning & Community Dev	109,424.95	33,262.27
024	Public Works	191,193.03	63,758.18
026	Animal Shelter	55,597.52	21,669.50
030	Emergency Management	9,863.60	3,144.44
031	Police	1,223,260.62	273,387.59
032	Fire	800,941.32	175,444.69
038	Facilities/Maintenance	100,592.49	36,744.75
101	Parks & Recreation	145,172.09	54,248.36
110	Library	116,267.80	37,288.81
112	Community Theatre	6,778.35	2,155.97
120	Street	74,229.75	25,276.14
153	Emergency Medical Services	431,401.23	86,791.72
197	CHIP	11,245.92	3,471.01
198	Community Dev Block	7,940.34	2,385.03
401	Utilities	856,645.94	307,494.93
425	Transit	486,261.38	176,765.68
440	Golf	30,656.02	11,852.43
501	Equip Rental	82,063.16	30,045.06
		<u>\$5,230,867.25</u>	<u>\$1,497,737.08</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2023.

Council President

Project title: Authorize the Mayor to sign Job Order Contracting (JOC) Amendment No 3 to Contract #2021-022 for General Construction Services to Forma Construction Company & Burton Construction Inc.

Council Bill # *interoffice use*

Agenda dates requested:

November 29, 2023

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

Yes ☒ X No

Attachments:

Amendment #3

Department(s) involved:

Procurement

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 330-0168

Email:

tbauccio@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project: Job Order Task Orders

Partner/Supplier: Forma Construction Company and Burton Construction

Location: Forma Construction Company and Burton Construction

[10/13/2021](#) – Award Request for Proposal #2021-022

[11/24/2021](#) – Authorize the Mayor to sign Job Order Contract Amendment No 1 to Contract #2021-022 for General Construction Services with Forma Construction

Preceding action: [11/24/2021](#) – Authorize the Mayor to sign Job Order Contract Amendment No 1 to Contract #2021-022 for General Construction Services with Burton Construction Inc.

[12/7/2022](#) Authorize the Mayor to sign Job Order Contract Amendment No 2 to Contract #2021-022 for General Construction Services with Burton Construction Inc.

Fund: Various

Fiscal summary statement:

Staff estimates potential Job Order Contract projects totaling at most \$4 million annually. The funding for each project is paid from various city accounts.

Project summary statement:

RCW 39.10.420 authorizes the City to establish Job Order Contracting (JOC) to reduce the total lead time for the construction of public works projects for repair and renovation at public facilities. JOC uses a competitive process to select general contractors to oversee the completion of smaller projects at established unit pricing. JOC is one of many construction delivery methods available to internal departments. Job Order Contracting allows departments to save on engineering design costs because they do not have to develop a complete set of plans and specifications or provide project management during the construction phase. The JOC contractors also deliver value-engineering services to which the contractor can provide alternate construction methods, which can save money upfront. The ability for the project manager to speak directly with the contractor during project development allows the contractor to suggest better means and methods than may have been previously considered. The collaborative approach is unavailable in a small works roster or design-bid-build process.

The original contract was for an initial two-year period; as allowed by Section 3.2, the City is exercising its right to a bilateral one-year option term.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Job Order Contract Amendment No. 3 for General Construction Services to Forma Construction and Burton Construction Inc.

**AMENDMENT NO. 3
JOB ORDER CONTRACT
BETWEEN THE CITY OF EVERETT
AND FORMA CONSTRUCTION**

This Amendment No. 3 is dated for reference purposes November 20, 2023. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("**City**"), and Forma Construction Inc. ("**Contractor**").

RECITALS

A. The City and Contractor are parties to the Job Order Contract dated November 21, 2021, as amended (the "**Contract**").

B. The City and the Contractor desire to amend the Contract for the purpose of extending the Contract for one additional option year as allowed by Section 3.2 of the Contract.

CONTRACT

The City and Contractor agree as follows:

1. The parties agree to exercise the Option Term. Accordingly, the term of the Contract is extended for one year, which means that the Contract now expires on November 20, 2024.
2. Regardless of the date that this Amendment is signed by the parties, the parties agree that the revisions to the Contract under this Amendment are deemed effective on November 21, 2023.
3. All provisions in the Contract shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

FORMA CONSTRUCTION

By: _____
Cassie Franklin, Mayor

Signature: _____
Typed/Printed Name: Eric Lindstrom
Title: Chief Operating Officer

Date

Date

ATTEST:

APPROVED AS TO FORM:

Office of the City Clerk

Office of the City Attorney

**AMENDMENT NO. 3
JOB ORDER CONTRACT
BETWEEN THE CITY OF EVERETT
AND BURTON CONSTRUCTION**

This Amendment No. 3 is dated for reference purposes November 20, 2023. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("**City**"), and Burton Construction Inc. ("**Contractor**").

RECITALS

A. The City and Contractor are parties to the Job Order Contract dated November 21, 2021, as amended (the "**Contract**").

B. The City and the Contractor desire to amend the Contract for the purpose of extending the Contract for one additional option year as allowed by Section 3.2 of the Contract.

CONTRACT

The City and Contractor agree as follows:

1. The parties agree to exercise the Option Term. Accordingly, the term of the Contract is extended for one year, which means that the Contract now expires on November 20, 2024.
2. Regardless of the date that this Amendment is signed by the parties, the parties agree that the revisions to the Contract under this Amendment are deemed effective on November 21, 2023.
3. All provisions in the Contract shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

BURTON CONSTRUCTION

By: _____
Cassie Franklin, Mayor

Signature: _____
Typed/Printed Name: Jennifer Burton
Title: Vice President

Date

Date

ATTEST:

APPROVED AS TO FORM:

Office of the City Clerk

Office of the City Attorney

Project title: Template Animal Sheltering Interlocal Agreements for Animal Shelter Services with Partner Jurisdictions in Substantially the Form Provided

Council Bill # *interoffice use*

Agenda dates requested:

11/29/23

Briefing

Proposed action

Consent 11/29/2023

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

2024 Animal Sheltering
Interlocal Agreement
Template

Department(s) involved:

Parks & Facilities
Animal Services
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: 2024 Animal Sheltering Interlocal Agreements

Partner/Supplier: Bothell, Brier, Darrington, Gold Bar, Granite Falls, Index, Kirkland, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Snohomish, Stanwood, the Tulalip Tribes and others (Partner, etc.)

Location: Animal Shelter

Preceding action: N/A

Fund: Fund 002 (Animal Services revenue)

Fiscal summary statement:

There is no financial impact to budget.

Project summary statement:

The City of Everett Animal Shelter currently provides animal sheltering services to 14 other communities (Brier, Bothell, Gold Bar, Granite Falls, Index, Kirkland, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Snohomish, Stanwood, and the Tulalip Tribes) through interlocal agreements. The Animal Shelter has updated the template and terms and are asking partner communities to sign the new interlocal agreement. As of now, Brier, Kirkland, and Stanwood (and a new one, Darrington) are ready to sign, and we expect the rest by the end of year.

The new animal shelter agreement template is provided and has been recommended by the Everett Animal Shelter Advisory Board. Rather than bringing the same template agreement to City Council 14 or 15 times for each partner community before year end, this action requests blanket authority for the Mayor to sign the template animal sheltering interlocal agreement as communities are ready to sign.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign template animal sheltering interlocal agreements for animal shelter services with partner jurisdictions in substantially the form provided.



INTERLOCAL AGREEMENT REGARDING ANIMAL SHELTER SERVICES

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

BASIC PROVISIONS	
Participating Jurisdiction	Enter Participating Jurisdiction name
Participating Jurisdiction Notice Address	Enter Participating Jurisdiction name
	Enter Participating Jurisdiction street address
	Enter Participating Jurisdiction city, state, zip
	Enter Participating Jurisdiction email address
Everett Notice Address	Enter PM name
	City of Everett Animal Shelter
	333 Smith Island Road
	Everett, WA 98201
	Enter PM email address
Term of Agreement	From January 1, 2024 to December 31, 2024

GENERAL PROVISIONS

I. Scope of Services.

A. Everett shall provide the services described herein for Animals found or living in the Participating Jurisdiction that are delivered to Everett's Animal Shelter. In consideration of Everett providing such services, Participating Jurisdiction agrees to comply with the provisions of this Agreement.

B. For purposes of this Agreement:

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

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

C. Animal Shelter services provided by Everett shall include:

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

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

3. Providing owner notification and releasing Animals to their owners. When any identified Animal is impounded, Everett will attempt to give notice to the owner by telephone. The notice shall inform the owner of the impounding of such Animal, the reason for impounding and the time period during which the Animal can be claimed prior to disposition. It shall, however, be the entire responsibility of the owner to ascertain that the Animal has been impounded and to take such measures as the owner deems fit for redeeming the Animal. Everett shall not be responsible for failing to notify an Animal owner.

4. Disposing of Animals, including through adoption, transfer or humane destruction of Animals not claimed by an owner, in accordance with the provisions of Participating Jurisdiction's laws and regulations, the provisions of Everett Municipal Code, the

provisions of applicable Everett regulations, and the provisions of this Agreement. In the event of a conflict between any such provisions, the parties will engage in discussions and mutually agree which controls. Everett reserves the right to use reasonable and humane alternatives to euthanasia.

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

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

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

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

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

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

3. At the written request of Participating Jurisdiction, for a period longer than that set forth in I.F.1 or I.F.2. In such cases, Participating Jurisdiction agrees to pay Everett the daily boarding fee, starting with the 11th day from the date of delivery.

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

H. Everett has no obligation to release an Animal to its owner until fees associated with the Animal have been paid. Regardless of the foregoing sentence, Everett, may, in its sole

discretion, release an Animal to its owner upon accepting less than the full amount of fees owed, if it is in the best interest of the Animal and the operations of the Everett Animal Shelter. All fees collected by Everett will be retained by Everett.

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

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

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

II. Term of Agreement.

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

III. Fees.

A. Participating Jurisdiction agrees to pay Everett, within thirty (30) days of receipt of an invoice or statement from Everett, all fees incurred pursuant to this Agreement in accordance with Exhibit B. Administrative fees are based on the Animal Shelter's per-Animal maintenance and operation costs and may be adjusted in accordance with section III.B below. Participating Jurisdiction shall pay the administrative fee for any Animal born at the Everett Animal Shelter to an Animal delivered to Everett from Participating Jurisdiction during the holding periods set forth in section I.F.1-3.

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

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

D. Everett shall deliver a monthly invoice detailing the total number of Animals delivered and their disposition. Each invoice shall also be accompanied by a list that covers the same period as the invoice, showing the name, address, phone number and driver's license number of the person delivering the Animal that corresponds to each Animal on the invoice, the address where the Animal was found, if stray or impounded, and the name, address, phone

number and driver's license number of any person reclaiming an Animal during the invoice period. The invoice shall include a detailed list of any Animal that incurred other fees or charges during the invoice period, including any Animal held pursuant to section I.F.3., the number of billable nights held, and the name of the Participating Jurisdiction's Animal Control Officer or other representative requesting the hold or other activity.

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

IV. Termination.

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

V. Indemnification.

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

B. As used in this paragraph, "claims" include, but are not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. "Party" includes Everett, Participating Jurisdiction and their employees, volunteers, officers, representatives, and elected officials.

VI. Miscellaneous.

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

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

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

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

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

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

G. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

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

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

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

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

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

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

**CITY OF EVERETT
WASHINGTON**

Enter Participating Jurisdiction name – must match name
in Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name

Signer's Email Address: Enter email address

Date

Title of Signer: Enter title

ATTEST

Office of the City Clerk

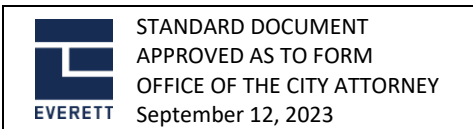


EXHIBIT A
ILLUSTRATIVE SERVICES LIST

Programs and services provided to the public:

- Everett Animal Shelter is open for shelter services, 7-days per week, excluding holidays, by appointment from 11 a.m. – 5 p.m., at 333 Smith Island Road, Everett, WA 98201.
- Animal-related resource for Everett and contracted jurisdictions, including:
 - Lost/found inquiries, found pet reporting, lost pet website checks for found animals at the shelter
 - Information and referrals regarding pet rehoming, behavior issues, end-of-life services, and responsible pet ownership
 - Referrals for animal control, community cats, and wildlife concerns
 - Emergency pet food pantry and supplies for low-income pet owners
- Stray, impounded, and owner-surrendered animal receiving for Everett and Participating Jurisdictions.
 - Except for emergencies, intakes are by appointment
 - Animals scanned for microchips, vaccinated, de-wormed, and treated for fleas on intake (May be delayed for fractious animals.)
 - Veterinary care is provided in-house by staff veterinarians and technicians
 - No time limit for holding adoptable animals, no euthanasia of healthy, behaviorally sound, or non-aggressive animals
- Release animals to owners
- Adoption program, including spay/neuter, vaccinations, microchip
- Barn cat program for feral/unsocialized cats
- Adoption transfer partnerships with local shelters and rescue organizations
- Owner-requested euthanasia for animals with incurable or untreatable medical or behavioral condition
- Disposal and cremation of deceased animals (private cremation available)
- Public microchipping services, spay/neuter, and veterinary care on a limited basis for low-income pet owners within Participating Jurisdiction's service area
- Volunteer and foster opportunities, approximately 200 active volunteers assist with animal care, socialization and exercise, customer service, veterinary clinic support, fostering animals, laundry, dishes, events/outreach, clerical and special projects, and Shelter Advisory Board participation
- Community donations, bequests and grants to Everett's 'Fund for the Animals' pay for medical and surgery supplies and other veterinary costs

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

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

Services provided to Participating Jurisdictions:

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

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

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

**EXHIBIT B
FEE SCHEDULE**

Fees are payable to Everett by Participating Jurisdiction as follows:

Fees Charged Pursuant to the Interlocal Agreement:		
Fee	Amount	Description
Administrative Fee for Animals other than Small Animals	\$215	Fee for each Animal (for example: stray or impounded dog, cat, pot-bellied pig, goat, sheep, large exotic bird, e.g. ratite, large reptile) other than a Small Animal, delivered to and accepted by the Everett Animal Shelter
Administrative Fee for Small Animals	\$50	Fee for each Small Animal (for example: stray or impounded domestic rabbit, small domestic mammal, bird/fowl, reptile, amphibian, fish) delivered to and accepted by the Everett Animal Shelter
Administrative Fee for Owner-Surrendered Animals	\$50	Fee for each Animal (including each Small Animal) delivered to the Everett Animal Shelter by its owner
Boarding (per day)	\$25	Payable for each night an Animal is held by Everett at the Participating Jurisdiction's request, per I.F.3
Additional Fee for Failure to Provide Veterinary Care	\$200	Per section I.E., payable if Participating Jurisdiction delivers an Animal in need of urgent veterinary care to the Everett Animal Shelter without prior authorization from Everett.
Urgent and Necessary Veterinary Costs	Varies, up to \$250	Payable to Everett for direct costs incurred for urgent and necessary veterinary care at intake, per I.E., up to a total \$250 per Animal if payable by Participating Jurisdiction, or, actual cost of invoiced care if paid by the Animal's owner.
DOA Disposal Fee	\$45 \$2/lb for livestock/deer	For non-private cremation and disposal of deceased animals. No sheep.
Animal Remains Storage	\$50/month or portion of month	For holding Animal remains in walk-in cooler or chest freezer, at the written request of Participating Jurisdiction.

Fees For Optional Services:		
Forensic Veterinary Services	\$120/hour for veterinarian's time	When requested by Participating Jurisdiction and agreed upon by Everett if resources allow, may include exam/necropsy, report, and consultation.
Lab work	\$60 per item, or actual cost, if higher	When requested by Participating Jurisdiction and agreed upon by Everett as part of forensic veterinary services. Incurred vendor fees higher than \$60 are payable to Everett at cost.
Radiographs	\$75 for first view, \$50 each add'l view, \$25 for sedation if needed.	When requested by Participating Jurisdiction as part of forensic veterinary services.
Animal Shelter Staff Overtime	Actual cost	When assistance is requested by Participating Jurisdiction and agreed upon by Everett as resources allow, for work outside regularly scheduled work hours. This is not common and generally reserved for large-scale animal impounds.
Private Cremation	\$225	When requested by Participating Jurisdiction.
Microchip	\$25	Fee for microchip implantation, at the request of Participating Jurisdiction. May be payable by owner if reclaimed.

Project title: Communications Lease Agreement with DISH Wireless L.L.C. at the Everett Municipal Building

Council Bill # *interoffice use*

Agenda dates requested:

11/29/23

Briefing

Proposed action

Consent 11/29/23

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Lease

Department(s) involved:

Real Property

Parks & Facilities

Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Communications Lease Agreement with DISH at EMB

Partner/Supplier: DISH Wireless L.L.C.

Location: 2930 Wetmore Ave., Everett, WA 98201

Preceding action: N/A

Fund: Fund 146

Fiscal summary statement:

DISH Wireless L.L.C. seeks to enter into a lease agreement for a communications site on the rooftop of the Everett Municipal Building (EMB) at 2930 Wetmore Avenue. The proposed lease agreement is for an initial term of ten years, with two additional five-year option periods, for a total of 20 possible years. The initial monthly base rent is a rate of \$3,300 with an annual escalation of 3.5%. Under the terms of the lease, DISH will also pay a one-time administrative fee in the amount of \$16,059.82.

Project summary statement:

DISH Wireless L.L.C. is a communications service provider that seeks to establish coverage in the region. DISH seeks to install a communications site on the roof of the EMB utilizing the parapet wall of the site for DISH's antennas, associated communications equipment, mounting equipment, and screening. The screening will take the form of City of Everett Logo. DISH's equipment cabinet and base station equipment will occupy a total of 35 square feet.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign a communications lease agreement with DISH Wireless at the Everett Municipal Building.

CITY OF EVERETT DISH WIRELESS COMMUNICATIONS SITE LEASE

THIS CITY OF EVERETT DISH WIRELESS COMMUNICATIONS SITE LEASE (this "**Lease**") made and effective as of the latter signature date below ("**Effective Date**"), by and between the CITY OF EVERETT, a municipal corporation of the State of Washington, hereinafter referred to as "**Lessor**", and DISH Wireless L.L.C., a Colorado limited liability company, hereinafter referred to as "**Lessee**". Lessor and Lessee may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

WITNESSETH:

WHEREAS, the Lessor is the owner of real property located at 2930 Wetmore Avenue, Everett, WA 98208 as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Property**"), upon which a certain structure is located on the Property and known as the Everett Municipal Building (the "**Site**").

WHEREAS, the Lessee desires to lease space on the Site in accordance with the provisions contained herein;

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

- 1. PREMISES.** Subject to the terms and conditions in this Lease, Lessor leases to Lessee that certain space on the roof of the Site as follows: (a) space on the parapet wall of the Site for Lessee's antennas, associated communications equipment, mounting equipment, and screening (the "**Antenna Space**"); (b) a total of 35 square feet for Lessee's equipment cabinet and base station equipment (the "**Equipment Space**"); and (c) additional non-exclusive space for the installation, use, operation, addition, modification, repair, maintenance, and removal of wires, cables, conduits and pipes (the "**Cabling Space**") located between and among the Antenna Space, the Equipment Space, and the utility points of connection on the Property. The Antenna Space, Equipment Space, and Cabling Space are more particularly described and depicted in **Exhibit B**, attached hereto and incorporated herein by this reference, and hereinafter collectively referred to as the "**Premises**". By its execution hereof, Lessor expressly consents to the attached Exhibit B and the Premises as depicted thereon.
- 2. TERM:** This Lease shall be effective as of the Effective Date. The initial term of this Lease shall be for ten (10) years commencing on the earlier of: (i) first (1st) day of the month following the commencement of Lessee's installation of its equipment or (ii) one hundred eighty (180) days after the Effective Date of this Lease (the "**Commencement Date**") and ending on the last day of the month that is one hundred twenty (120) months after the Commencement Date (the "**Initial Term**"). The Initial Term shall automatically renew for up to two (2) additional terms of five (5) years each (each, a "**Renewal Term**", and collectively with the Initial Term shall be referred to as the "**Term**"). Lessee may, in Lessee's sole and absolute discretion, elect not to renew this Lease at the end of the then-current Term by giving Lessor a written notice at least ninety (90) days prior to the expiration of the then-current Term.

3. **RENT; RENT ESCALATOR; RENT DELIVERY ADDRESS; ADMINISTRATIVE FEE; AND LATE FEE.**

- a. **RENT.** Beginning on the Commencement Date, Lessee shall pay Lessor rent for the Premises in the amount of THREE THOUSAND THREE HUNDRED and 00/100 Dollars (\$3,300.00) per month ("**Rent**"). The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with each subsequent Rent payment due and owing on or before the fifth (5th) calendar day of each month, in advance, without any prior demand, setoff, deduction or counterclaim for any reason. Rent shall not include electricity. Lessee shall have a separate meter to measure Lessee's electric consumption and Lessee shall pay directly to the public utility company for any electricity used by Lessee's Equipment.
 - b. **RENT ESCALATOR.** Rent shall increase on each annual anniversary of the Commencement Date during the Term by an amount equal to three and half percent (3.5%) of the Rent in effect for the previous year.
 - c. **RENT DELIVERY ADDRESS.** Notwithstanding Section 26 (Notices), Rent payments shall be delivered Lessor at City of Everett, 2930 Wetmore Avenue, Everett, Washington 98201, Attn: City Clerk. Lessor may change the delivery address and the addressee upon thirty (30) day prior written notice to Lessee.
 - d. **ADMINISTRATIVE FEE.** In consideration for Lessor's grant of this Lease, Lessee agrees to pay to Lessor a one-time payment in the amount of **Sixteen Thousand Fifty-Nine Dollars and 82/100** (\$16,059.82), which is not considered Rent or any offset to any monies that may be due to Lessor, within ninety (90) days of Lessee's receipt of Lessor's fully executed copy of this Lease.
 - e. **LATE FEE AND INTEREST.** If Lessee fails to timely pay any installment of Rent or any other amounts payable under this Lease, all such amount due and owing will be subject to a late charge equal to five percent (5%) ("**Late Fee**"). Any Rent and all other amounts payable to Lessor under this Lease will bear interest at the greater of (i) ten percent (10%) per annum or (ii) the highest rate permitted by Applicable Law.
4. **LESSEE'S PERMITTED USE.** Lessee may use the Premises for the purpose of the installation, use, operation, modification, repair, maintenance, management, and removal of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Lessee's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Lessee's Equipment and the frequencies over which Lessee's Equipment operates ("**Lessee's Permitted Use**"). Lessee shall have the right to remove any or all of Lessee's Equipment from the Premises at any time during the Term. Lessor acknowledges that Lessee shall have the right to install radio frequency signs and barricades at the Site as may be required by applicable law; provided, however, that Lessee may not install barricades outside of the Premises without prior written notice to Lessor. Lessee shall use commercially reasonable efforts to install any required

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signage and/or barricades in a location(s) that is acceptable to Lessor but only if Lessor's desired location complies with Applicable Law or any Governmental Approval.

5. **ACCESS AND UTILITIES ROUTE.** Lessor grants to Lessee a non-exclusive right to use certain additional non-exclusive space for access and utilities as more particularly described and depicted on **Exhibit B** ("**Access and Utilities Route**"). Lessor agrees that providers of utility or fiber services may use any existing easements, over, under, and across the Property for utilities, fiber and access to the Premises for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Lessee's Permitted Use then Lessor agrees to grant Lessee and/or the applicable third party utility or fiber provider the right, at Lessee's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Lessee's Permitted Use; provided that Lessor and Lessee shall mutually agree in writing on the location of such installation(s).

6. **PERMITTED INSTALLATION; MODIFICATION; AND GOVERNMENTAL APPROVALS.**

a. **PERMITTED INSTALLATION.** All work done by Lessee at the Property shall be done in a lawful manner and in conformity with all statutes, ordinances, codes, orders, policies, regulations and implementing requirements and restrictions by applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals as adopted or as amended ("**Applicable Law**"). Lessee shall label **Lessee's Equipment** in a manner that provides readily visible ownership identification. Lessee shall have the right to install within the Premises nine (9) panel antennas, six (6) micro antennas, eighteen (18) radios, three (3) surge suppressors, nine (9) power cables, six (6) fiber cables, equipment cabinet(s) and/or similar enclosure(s), together with associated equipment, hardware, and improvements as more particularly depicted and described in **Exhibit B**, attached hereto and incorporated herein by this reference. By its execution hereof, Lessor has approved Lessee's construction and installation plans for its initial installation attached **Exhibit B**. Any material change to the initial installation plans must be submitted for written approval by Lessor prior to the initial construction or installation work on the Site, such approval not to be unreasonably withheld, conditioned or delayed. However, Lessor's approval shall not constitute a warranty of such plans and/or contractors and subcontractors or the assumption of any liability for such plans and/or contractors and subcontractors by Lessor. Any structural enhancements to the Site required for Lessee's Equipment shall be at Lessee's sole risk and expense. Lessee shall provide all labor for the installation, use, operation, modification, repair, maintenance, and removal of Lessee's Equipment.

b. **MODIFICATION.** After Lessee's initial installation, Lessee may add, replace or modify Lessee's Equipment within the Premises provided that such modifications do not increase the structural burden on the Site, do not expand the square footage of the Premises, nor substantially alter the aesthetic appearance of the exterior street-level view of the Site ("**Permitted Modification**"). Lessee shall not incur any increase in the then-current Rent

or other modifications of the terms and conditions set forth in this Lease in connection with any Permitted Modification. Lessee must provide prior written notice and a copy of the proposed construction plans and specification no less than thirty (30) days prior to commencing the Permitted Modifications. For any modification or addition that is not a Permitted Modification, Lessee shall obtain Lessor's approval of Lessee's installation plans and specifications prior to commencing any such addition or modification.

- c. **GOVERNMENTAL APPROVALS.** The Parties acknowledge and agree that Lessee's ability to lawfully use the Premises is contingent upon Lessee obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "Governmental Approvals"). Lessee will endeavor to obtain all such Governmental Approvals promptly. Lessor hereby authorizes Lessee, at Lessee's sole cost and expense, to file and submit for Governmental Approvals. Lessor shall: (a) cooperate with Lessee in Lessee's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Lessee's ability to obtain and/or maintain the Governmental Approvals. If, following the Effective Date: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Lessee determines, in Lessee's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Lessee shall have the right in its sole and absolute discretion to terminate this Lease upon a thirty (30)-day prior written notice to Lessor, without penalty or further obligation to Lessor (or Lessor's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Lessee, any Governmental Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Lessee shall have the right in its sole and absolute discretion to terminate this Lease upon a one hundred and eighty (180) days' prior written notice to Lessor, without penalty or further obligation to Lessor (or Lessor's affiliates, employees, officers, agents or lenders). "**Governmental Authority**" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Lease; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

7. **ACCESS.** The Premises is located on the rooftop of a secured government building. Commencing on the Effective Date and continuing throughout the Term, Lessee and Lessee's employees, agents and contractors, at no additional charge to Lessee, and upon at least forty eight (48) hours' prior written notice to Lessor and subject to reasonable, uniform security measures adopted by Lessor from time to time as provided to Lessee in writing, shall have ingress and egress ("**Access**") to the Premises during ordinary business hours (8:30 a.m. to 5:00 p.m. Monday through Friday) from the adjacent public road to the Premises, as may be reasonable for purposes consistent with this Lease. Lessor shall have the right to accompany Lessee during any such Access. Notwithstanding the foregoing, in the event of a bona fide

emergency which is reasonably likely to result in an immediate risk of injury or of damage to persons, the Property or the Site (“**Emergency**”), Lessee shall have Access to the Premises 24 hours per day, 7 days per week and shall not be required to provide advance written notice, but shall be required to provide Lessor notice thereafter as soon as reasonably possible following such Emergency Access. Prior to Access, Lessee and Lessee’s employees, agents and contractors must provide Lessor with a list of names of all persons that will be present on the Property as well as a current certificate of insurance for such persons’ employer if such current certificate of insurance is not already on file with Lessor. All persons accessing the Property on behalf of the Lessee must wear photo identification at all times while on the Property. Lessee acknowledges that the Property’s primary purpose is a secure government office building. While on the Property, Lessee and its employees, contractors, or agents, shall not interfere with other lessee’s quiet enjoyment or existing use of the Site as of the Effective Date; provided, however, that the installation and normal operation of a communication facility of the type contemplated herein shall not be deemed to interfere with other lessee’s quiet enjoyment or existing use of the Site.

8. MAINTENANCE.

- a. LESSOR’S MAINTENANCE. Throughout the term of this Lease, Lessor shall maintain, at its sole cost and expense, the Site and Property excluding any damage to the Site or Property to extent caused by Lessee during installation, use, maintenance, operation, and removal of Lessee’s Equipment. In an emergency, Lessor shall have the right, but not the obligation, to repair damage caused to the Site and Property by the Lessee, its agents, representatives, contractors or subcontractors. Lessee shall be responsible for payment of the full, documented cost of such repair upon sixty (60) days receipt of the invoice and supporting documentation from Lessor. Lessor shall not have any right or obligation to maintain, repair or replace Lessee’s Equipment except to the extent required due to damages caused by Lessor, its agents, contractors, or subcontractors.
- b. LESSEE’S MAINTENANCE. Lessee may take reasonable actions that are necessary to secure and/or restrict access within the Premises to Lessee’s Equipment in accordance with Applicable Law, provided that such actions do not increase the square footage of the Premises nor create any hazard to public safety (e.g., the use of barbed wire or other systems designed to physically injure a trespasser. Lessee, at its sole cost and expense, agrees to maintain, repair, and secure Lessee’s Equipment and all other personal property and improvements brought onto the Property in good, orderly, and safe condition and perform all maintenance, repair or replacement of the Lessee’s Equipment in accordance with Applicable Law and in a good and workmanlike manner. Lessee must provide Lessor-approved walking pads to all Lessee’s Equipment located on the rooftop. Further, Lessee acknowledges that in no event or circumstance shall Lessee’s Equipment penetrate the roof of the Site. Lessee shall be responsible for the cost of any repairs for any damage to the Site, Premises or Property to extent caused by Lessee during installation, use, maintenance, operation, and removal of Lessee’s Equipment.

9. **ENGINEERING STANDARD AND PRACTICES:** Lessor shall have supervision over all equipment located on the Site as expressly stated herein. Such supervision shall include: a) frequency coordination among Lessee and other lessees at the Site; b) equipment and engineering specifications for all installations at the Site; and c) establishment of standards and practices consistent with generally accepted principles and guidelines in the wireless communications industry, including those necessary for the avoidance or elimination of radio frequency interference. Any interference caused by radio or television transmitting and/or receiving equipment among Lessor, Lessee and third parties shall be resolved pursuant to Section 10 (Interference). Engineering standards shall be the latest version of specifications as published by the Western Washington Cooperative Interference Committee, the current version of which is attached hereto as **Exhibit C** and incorporated herein by this reference.

10. INTERFERENCE:

- a. Lessee agrees that Lessee's Equipment, including reasonable and customary upgrades and/or replacements to such equipment as permitted herein, will not disturb or cause harmful interference with any equipment installed at the Property or the Site prior to the Effective Date (the "**Pre-Existing Communication Equipment**"). Human passage in front of Lessee's Equipment shall not constitute interference.
 - b. Lessee agrees that in the event that Lessee's Equipment causes harmful interference with Pre-Existing Communication Equipment, Lessee will use commercially reasonable efforts to eliminate the interference within seventy-two (72) hours following Lessee's receipt of notification of such interference; provided, however, that if Lessor's notice specifies that the Pre-Existing Communications Equipment is operated by a government entity as part of a public safety communications system(s), then Lessee will use its best efforts to eliminate such interference within twenty-four (24) hours. If Lessee's interference with Pre-Existing Communication Equipment continues for more than seventy-two (72) hours, or twenty-four (24) hours in the case of public safety equipment, from receipt of notification of such interference, then Lessee agrees to power down (except for short tests necessary for the elimination of the interference) and/or relocate Lessee's Equipment which is creating the interference until the interference is eliminated.
 - c. Following the Effective Date, Lessor agrees not to install or to permit others to install any structure or equipment on the Site or the Property which blocks or otherwise causes harmful interference with any transmission or reception by Lessee's Equipment. If any equipment, improvement or facility installed after the Effective Date by Lessor or others blocks or causes interference with Lessee's Equipment and if such interference is not remedied by Lessor or the third party within seventy-two (72) hours from Lessor's receipt of notice of such interference by Lessee, then Lessor will ensure that the interfering equipment of Lessor or the third party is powered down until the interference is corrected.
11. **LEASE TAX:** Possessory interest of Lessee in the property herein leased is subject to taxation under the laws of the State of Washington (Ch. 61, 1975-1976 Laws, 2d Ex. Sess., as amended) at the present rate of 12.84% on the Effective Date, or as may be amended by Washington State legislation, of the taxable rent to be paid to the Lessor monthly under the terms of this

Lease. This tax is in addition to the Rent required under this Lease. Lessee agrees to pay, and the Lessor agrees to collect and pay to the State Department of Revenue the aforesaid leasehold excise tax in accordance with the statutes governing it. If Lessee qualifies for an exemption to the leasehold excise tax, Lessee will obtain and maintain an exemption certificate from the Washington Department of Revenue and provide it to Lessor upon request.

12. UTILITIES AND FEES: Lessee must provide for separately metered utility services at the Site. For avoidance of doubt, Lessee is not permitted to submeter electricity from Lessor at the Site. Lessee agrees to pay all charges for all utilities and services utilized by Lessee on the property during the term of this Lease. All other items, including all license fees and other governmental charges assessed on Lessee (except property taxes and assessments which will be handled pursuant to the provisions in previous Sections of this Lease) will be paid directly by Lessee. If Lessee fails to comply with its payment obligations in this Section, Lessor shall have the right, but not the obligation, to pay for charges assessed against the Lessee and bill Lessee, as additional Rent, with interest at the highest rate allowed by Applicable Law.

13. ASSIGNMENT AND SUBLETTING:

- a. GENERAL PROHIBITION - CONSENT REQUIRED. Lessee shall not, in whole or in part, assign or transfer this Lease or any interest or rights therein, nor delegate its duties under this Lease, nor sublease the whole or any part of the Premises, nor grant an option for assignment, delegation, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder, in whole or in part, be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of Lessor, which consent may not be unreasonably withheld, conditioned, or delayed. It shall not be unreasonable for the Lessor to condition its consent to an assignment, in whole or in part, on the proposed assignee or transferee providing Lessor with satisfactory proof of its legal, technical, and financial ability to perform all of the obligations contained herein. If Lessor gives its consent to any assignment, delegation, sublease or other transfer, this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sublease or other transfer shall be made without Lessor's consent, which consent may not be unreasonably withheld, conditioned, or delayed.
- b. EXCEPTION TO GENERAL PROHIBITION. Notwithstanding the foregoing in Section 13(a), either party may assign or transfer some or all of its rights and/or obligations under this Lease to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section requiring consent and the non-assigning party shall have no right to delay, alter or impede such assignment or transfer. "Affiliate(s)" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case

for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Lease, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Lessee unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

14. **CONDITION OF SITE:** It is understood that Lessee has inspected the Site and accepts the Site in as-is condition. Except as set forth herein, Lessee shall assume all risks in connection with its access to the Site and the installation, operation, maintenance and removal of Lessee's Equipment or any structural enhancement as may be permitted by the Lessor.

15. **NUISANCE:** Lessee shall not permit the existence of any nuisance on the Site; shall keep the same in clean and safe condition and free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Lessee's or any permitted sub-Lessee's business; shall not handle or store any dangerous or potentially dangerous materials or any hazardous or toxic materials, as defined under state or federal laws; and shall not permit the accumulation of junk, noxious weeds, debris or other unsightly materials. Lessee shall, at its sole expense, keep the Lessee's portion of the Site and any improvements in good repair.

16. **HAZARDOUS MATERIALS; ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION.**

- a. **DEFINITION.** "**Hazardous Materials**" as used in this Lease shall mean: (i) Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological, or disease-producing substances; or (ii) any dangerous waste or hazardous waste as defined in Washington Hazardous Waste Management Act as now existing or hereafter amended (Chapter 70A.300 RCW and Chapter 173-303 WAC); or Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or (iii) any hazardous substance as defined in Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or Washington Model Toxics Control Act as now existing or hereafter amended (Chapter 70A.305 RCW and Chapter 173-340 WAC); or (iv) any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by any applicable federal, state or local laws or regulations as now existing or hereafter amended. "**Environmental Law(s)**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., Model Toxics Control Act (Chapter 70A.305 RCW and Chapter 173-340 WAC) ("MTCA"), Hazardous Waste Management Act (Chapter 70A.300 RCW and

Chapter 173-303 WAC), and Uniform Environmental Covenants Act (Chapter 64.70 RCW), as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

- b. ENVIRONMENTAL COMPLIANCE. Lessee will, at Lessee's sole expense, comply with all **Environmental Laws** in connection with any substances brought on to the Site that are identified as Hazardous Materials. As of the Effective Date, Lessee is responsible for any loss or damage, including remediation, with respect to Hazardous Materials as per Environmental Law, except to the extent caused by Lessor, its agents, employees, representatives, contractors or subcontractors. Lessor understands and agrees that notwithstanding anything contained in this Lease to the contrary, in no event shall Lessee have any liability whatsoever with respect to any Hazardous Materials that was on, about, adjacent to, under or near the Site prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Site by: (1) Lessor, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Lessee. Lessee shall not, without first obtaining the Lessor's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of any Hazardous Materials in, on or about the Site. In the event, and only in the event, that the Lessor approves any of the foregoing, the Lessee agrees that such activity shall occur in compliance with the Environmental Laws.
- c. ENVIRONMENTAL INDEMNIFICATION. Lessee expressly agrees for itself, its successors, and assigns to indemnify, defend and hold harmless the Lessor from and against any damages, losses, liabilities, claims (including damages for decrease in value of the Property or Premises, any loss or restriction on the use of usable space on the Property or the Premises and sums paid to settle any claims, which include without limitation attorneys' fees, consultants' fees, experts' fees and related costs and expenses) and causes of action, including but not limited to claims under the Environmental Laws to the extent arising from: (a) the presence of Hazardous Materials on the Property or the environmental pollution of the Property attributable, in whole or in part, to Lessee's or its employees', invitees', agents' contractors', or subcontractors' installation, use, maintenance, repair or removal of Lessee's Equipment; or (b) Lessee's breach or failure to perform any environmental obligations contained herein. Lessee expressly agrees that Lessor shall have no responsibility under MTCA to remediate or bear any financial responsibility for remediation of Hazardous Materials on Lessor's Property attributable, in whole or in part, to Lessee's or its employees', invitees', agents' contractors', or subcontractors' installation, use, maintenance, repair or removal of the Generator.
- d. SURVIVAL. The provisions set forth in this Section shall survive the expiration or earlier termination of this Lease.

17. INDEMNIFICATION.

- a. DEFINITION. As used in this Section: “**Lessor**” includes the Lessor’s officers, employees, agents, and representatives; and “**Claims**” include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage, 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.
- b. LESSEE’S INDEMNITY. Except to the extent attributable to the negligence or intentional act or omission of Lessor, its officers, agents, employees, contractors, or any other person or entity for whom Lessor is legally responsible, Lessee hereby agrees to defend, indemnify and hold harmless the Lessor from any Claims attributable, in whole or in part, to any negligent or intentional acts or omission by Lessee, its officers, owners, members, managers, employees, agents, representatives, contractors and subcontractors or any other person or entity for whom Lessee is legally responsible. The Lessee is obligated to defend, indemnify and hold harmless the Lessor pursuant to this Section regardless of whether a Claim is asserted directly against the Lessor, or whether it is asserted indirectly against the Lessor, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the Lessor. The Lessee shall not indemnify the Lessor for Claims caused solely by the negligence of the Lessor.
- c. WAIVER OF IMMUNITY. If a court of competent jurisdiction determines that any particular Claim is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Lessee, its employees, contractors, subcontractors or agents and the Lessor, its officers, officials, employees, and volunteers, the Lessee’s liability hereunder shall be only to the extent of Lessee’s negligence. Solely and expressly for the purpose of its duties to indemnify and defend the Lessor, the Lessee specifically waives any immunity it may have under the RCW Title 51 (State Industrial Insurance Law). The Lessee recognizes that this waiver of immunity under RCW Title 51 (State Industrial Insurance Law) was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.
- d. LESSEE’S REPRESENTATIVES. To the extent that Lessee employs or engages agents, representatives, contractors and subcontractors, then Lessee shall ensure that each such agents, representatives, contractors and subcontractors (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the Lessor on the same terms and conditions as the Lessee pursuant to this Section. In the event it is necessary for Lessor to incur attorney’s fees, legal expenses or other costs to enforce the provisions of this Lease, all such fees, expenses and costs shall be recoverable from the Lessee.
- e. INDEMNIFICATION PROCEDURE. The Party seeking indemnification (the “**Indemnified Party**”) shall promptly provide written notice to the Party from whom indemnification is being sought (the “**Indemnifying Party**”) of any Claim for which indemnification is sought and provide the Indemnifying Party with copies of any demands, notices, summonses or legal papers received in connection with such Claim. The Indemnified Party shall not make any admission as to liability or agree to any settlement

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of or compromise any Claim without the prior written consent of the Indemnifying Party which shall not be unreasonably withheld, conditioned or delayed. The Indemnified Party shall, at the Indemnifying Party's request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation in defense of the Claim.

- f. LIMITATION OF LIABILITY. NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY LOST REVENUE, LOST PROFITS, DIMINUTION IN VALUE OF BUSINESS, LOSS OF TECHNOLOGY, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE, ANY PUNITIVE, INDIRECT, TREBLED, ENHANCED, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. THE PROVISION SET FORTH HEREIN THIS SECTION SHALL SURVIVE THE EXPIRATION OF THE EARLIER TERMINATION OF THIS LEASE.
- g. INSURANCE NOT A LIMITATION OF LIABILITY. The Lessee's duty to defend, indemnify and hold harmless pursuant to this Section is not in any way limited by Lessee's insurance obtained or required under Section 18 of this Lease.
- h. SURVIVAL. The provisions set forth in this Section shall survive the expiration or earlier termination of this Lease.

18. LIABILITY INSURANCE.

- a. LESSEE OBLIGATIONS. Throughout the Term, Lessee shall obtain and maintain, at Lessee's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; (iii) commercial general liability insurance with a minimum limit of \$2,000,000 per occurrence and \$4,000,000 aggregate; and (iv) business automobile liability insurance with a limit of \$2,000,000 per accident and covering liability out of the operation of owned, hired and non-owned vehicles. All commercial general liability and automobile liability policies required hereunder shall be endorsed to include Lessor, its officers, employees, and agents as additional insureds. At Lessor's request, Lessee shall provide certificates of insurance to Lessor prior to Lessee, its agents or employees entering the Property for any purpose, and upon reasonable request thereafter during the Term. All policies required of Lessee herein shall read that such policies are primary policies as relates to Lessee's operations and any insurance carried by Lessor or Lessor's property manager shall be excess and noncontributing with such policies in this respect.
- b. INSURANCE REQUIREMENTS. All policies required by this Section shall be issued by insurers that are: (a) licensed to do business in the State of Washington in which the Property and/or Site are located, and (b) rated A- or better by Best's Key Rating Guide.

- c. WAIVER OF SUBROGATION. To the fullest extent permitted by law, Lessee and Lessee's insurers hereby waive any right of recovery against the Lessor for any loss or damage sustained by Lessee with respect to the Premises, in whole or in part, the contents on, under, above or within the Premises or any operation therein, whether such loss is caused by the Lessor's fault or negligence or not, and to the extent such loss or damage is covered by insurance obtained by Lessee under this Lease or is actually covered by insurance obtained by Lessee. Lessee agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all required insurance policies relating to the Premises, but the failure to obtain any such endorsement will not affect the waivers in this Section.

19. DEFAULT AND REMEDIES.

- a. DEFAULT. The non-defaulting Party may elect one or more of the remedies set forth below in Section 19(b) below or seek any other remedy available at law or equity if any of the following events occur during the Term (each a "**Default**"): (i) Lessee's failure to make any payment required under this Lease when due and such failure continues for fifteen (15) days after receipt of written notice from the Lessor of such failure to pay; or (ii) failure by either Party to observe or perform any non-monetary term, provision, covenant or obligation under this Lease and such failure continues for thirty (30) days after receipt of written notice from the non-defaulting Party. Neither Lessee's payment nor Lessor's acceptance of any Rent or any other sums due to Lessor under this Lease during any such default will be deemed to cure any such non-monetary default, waive Lessor's right to demand material compliance with such obligation, term, covenant or condition or be deemed to be an accord and satisfaction for any claim Lessor may have for further or additional sums.
- b. REMEDIES. Upon the occurrence of any uncured Default, the non-defaulting Party may thereafter terminate this Lease immediately upon written notice to the other Party without prejudice to any other remedies the non-defaulting Party may have at law or in equity. Upon termination, Lessee shall comply with the requirements of Section 21 (Removal and Restoration) in this Lease.

20. TERMINATION AND EARLY TERMINATION FEE. In addition to any other termination rights specified herein, this Lease may be terminated as follows:

- a. by either Party on thirty (30) days prior written notice, if the other Party remains in Default under Section 19 (Default and Remedies) of this Lease after the applicable cure periods have expired;
- b. by Lessee, in its sole and absolute discretion, at any time during the Term upon ninety (90) days prior written notice to Lessor, so long as Lessee accompanies its written notice with an early termination fee equal to the lesser of: (a) eighteen (18) months' of the Rent at the then-current rate, or (b) the balance of the remaining Rent for the then-current Term ("**Early Termination Fee**").

- c. by Lessee on thirty (30) days prior written notice to Lessor for (i) changes in Applicable Law which expressly prohibit Lessee's ability to operate Lessee's Equipment at the Premises or (ii) Lessor installs any structure, equipment or other items which blocks or otherwise causes harmful interference with any transmission or reception by Lessee's Equipment. Lessee will not be required to pay an Early Termination Fee pursuant to Section 20(b) if Lessee elects to terminate this Lease under this Section 20(c).

21. REMOVAL AND RESTORATION.

- a. Lessee's right to possess and use the Premises shall automatically terminate upon the earlier of the natural expiration or the earlier termination of this Lease.
- b. Within sixty (60) days following the expiration or earlier termination of this Lease (the "**Equipment Removal Period**"), in accordance with the terms of this Lease, Lessee, at its sole cost and expense, will: (i) remove all of Lessee's Equipment and other personal property; (ii) repair any damage to the Property and Premises caused by such removal; and (iii) surrender the Premises to Lessee in the condition that existed immediately prior to Lessee's initial installation together with any additions alteration and improvements to the Premises, reasonable wear and tear excepted. Restoration shall include, but shall not be limited to, removal of antennas, removal of lines and equipment, and removal of rubble and debris resulting from the removal of Lessee's Equipment and improvements. Lessee shall pay Rent at the then-current rate during the Equipment Removal Period. The provisions set forth in this Section shall survive the expiration or termination of this Lease.

22. HOLDOVER: If Lessee fails to comply with any its obligations set forth in Section 21 (Removal and Restoration) and Section 48 (Recording) of this Lease prior to the expiration of the Equipment Removal Period without Lessor's prior written consent (which consent may be withheld by Lessor for any or no reason) ("**Holdover**"), Lessee's tenancy shall be on a month-to-month basis, terminable by either Party on thirty (30) days' written notice to the other Party. During Holdover, Lessee will be responsible for payment of holdover Rent equal to one hundred and fifty percent (150%) of the Rent in effect immediately prior to Holdover ("**Holdover Rent**"). All other terms and provisions of this Lease not in conflict with this Section shall be applicable during Holdover, including but not limited to, annual rent increases and tax payments.

23. CONDEMNATION: In the event Lessor receives legal notification of any condemnation proceedings affecting the Premises, Lessor will provide written notice of the proceeding to Lessee. If the condemning authority takes all of the Property, or a portion sufficient in Lessee's reasonable determination to render the entire Premises unusable for Lessee's Equipment, this Lease will be terminated as of the date the title vests in the condemning authority as if this Lease naturally expired with no remaining terms or right of Holdover. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Property. If the condemning authority takes a portion of the Premises but the Premises remains usable for Lessee's Equipment in Lessee's reasonable determination, the monthly Rent required to be paid by Lessee to Lessor shall remain unaffected.

24. **CASUALTY.** Each Party will use commercially reasonable efforts to provide written notice to the other Party of any material casualty affecting the Property or Premises as soon as reasonably practical given the circumstances after the Party becomes aware of the casualty. If the Property, Premises, the Site, or Lessee's Equipment is damaged or destroyed, in whole or in part, due to any casualty, Lessor will have no obligation to repair, rebuild or replace the damaged or destroyed Property, Premises, the Site, or Lessee's Equipment. If the Lessee's Equipment or Premises is damaged by any casualty that is not the fault of or attributable in whole or in part to Lessee, its employees, agents, servants, contractors, subcontractors, or invitees so as to render the entire Premises or any substantial portion thereof unusable in Lessee's reasonable determination, then Lessee may terminate this Lease by providing written notice to the Lessor, which termination will be effective as of the date of Lessor's receipt of such written notice and shall be treated as the natural expiration of this Lease, including the Lessee's duty to remove all of its personal property as required in Section 21 (Removal and Restoration) of this Lease.

25. **RELOCATION.**

- a. **TEMPORARY RELOCATION.** Following Lessee's receipt of a written notice from Lessor, Lessee agrees to temporarily relocate Lessee's Equipment to a mutually agreeable location on the Property (a "**Temporary Location**") to facilitate Lessor's performance of maintenance, repair or similar work at the Site, provided that Lessor gives Lessee at least one hundred eighty (180) days prior written notice except in the case of a bona fide emergency, which is reasonably likely to result in damage or injury to persons, Property, Premises, or to the Site, the Lessor will provide the greatest amount of notice possible under the circumstances (the "**Notice Period**"). Lessee agrees to temporarily relocate Lessee's Equipment within the Notice Period. Lessee shall be responsible for all costs associated with relocation of Lessee's Equipment to the Temporary Location and for the subsequent relocation to the Site. Lessee shall not be required to relocate Lessee's Equipment to a Temporary Location more than one (1) time within any five (5) year period.
- b. **PERMANENT RELOCATION.** Lessor shall have the one-time right to require Lessee to relocate Lessee's Equipment to another location on Lessor's Property (the "**Relocation Premises**") during Term of this Lease upon written notice not less than one hundred eighty (180) days prior to the requested date of relocation, with a map and description of the proposed Relocation Premises. All costs incurred by Lessee for relocating Lessee's Equipment to the Relocation Premises and improving the Relocation Premises so that it is fully compatible for the Lessee's use, in Lessee's reasonable determination (the "**Relocation Costs**"), shall be paid as follows:
 - i. if the relocation occurs during the Initial Term, Lessor shall pay the Relocation Cost;
 - ii. if the relocation occurs during the first Renewal Term, Lessor and Lessee shall split the Relocation Cost equally; or
 - iii. if the relocation occurs at any time after the first Renewal Term, Lessee shall pay the Relocation Cost.

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- c. TERMINATION. Notwithstanding anything to the contrary stated herein, if Lessor requires Lessee to relocate under Sections 25(a) or (b) and the Parties using good faith efforts to do so cannot mutually agree on the Temporary Relocation or Relocation Premises after Lessor's notice to Lessee, then either Party in its sole discretion may terminate this Lease upon twelve (12) months' prior written notice to the other Party, with such termination being treated as the natural expiration of this Lease with no available additional terms or Holdover.

26. NOTICES:

- a. All notices, requests, demands, and communication in regard to this Lease must be given by first class certified or registered mail, or by a nationally recognized overnight courier, to be effective when properly sent and either received or refused by the recipient. Notices will be address to the Parties as follows:

If to Lessee:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

If to Lessor:

The City of Everett
c/o City Clerk
2930 Wetmore Avenue
Everett, WA 98201

With a simultaneously delivered true and complete copy to both:

The City of Everett
ATTN: City Attorney – LEGAL NOTICE
2930 Wetmore Avenue
Everett, WA 98201

The City of Everett
ATTN: Real Property Manager
2930 Wetmore Avenue
Everett, WA 98201

- b. The copies sent to a Lessor's City Attorney and Real Property Manager is a required administrative step which alone does not constitute legal notice.

- c. Either Party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

27. BANKRUPTCY.

- (a) The Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Lease if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the "Code"), this Lease is and shall be treated for all purposes and considered for all intents as an "unexpired Lease of nonresidential real property," and the Rent is and shall be treated for all purposes and considered for all intents as "rent" under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).
- (b) Any person or entity, to which this Lease is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease after the date of such assignment. Any such assignee shall within thirty (30) days after receipt of a written request execute and deliver to Lessor an instrument in a commercially reasonable form confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

28. WAIVERS: The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular Rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

29. LIENS: Lessee shall keep the Site free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the Site by Lessee. At the Lessor's request, Lessee shall furnish the Lessor with written proof of payment of any item which may constitute the basis for such a lien on the Site if not paid.

30. REPRESENTATIONS AND WARRANTIES.

- a. LESSOR REPRESENTATIONS AND WARRANTIES. Lessor represents, warrants and covenants that:

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- i. Lessor has the right and authority to execute and perform this Lease;
- ii. there are no known liens, judgments or other title matters materially and adversely affecting Lessor's right to execute this Lease over the Property;
- iii. there are no covenants, easements or restrictions that prevent the use of the Premises for Lessee's Permitted Use;
- iv. Lessee's use and quiet enjoyment of the Premises shall not be disturbed while Lessee is in full compliance of this Lease.

b. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee represents, warrant and covenants that:

- i. Lessee's execution and performance of this Lease will not violate any Applicable Law in any manner materially affecting its performance of this Lease;
- ii. Lessee shall not permit the Property or any portion thereof to be encumbered by liens, restrictions, covenants, conditions, easements, leases, or any leases of record or not of record that would adversely affect Lessor's ownership, use, or enjoyment of the Property except as specifically provided for pursuant to this Lease;
- iii. Lessee has fully inspected the Property and Premises, to its satisfaction and accepts same from Lessor as-is and where is; and
- iv. Lessee shall not cause any Hazardous Materials to be unlawfully brought onto or unlawfully stored at the Property or Premises.

31. RADIO FREQUENCY COMPLIANCE: Lessee agrees to comply with all Federal Communications Commission ("FCC") regulations for environmental safety, specifically as provided in 47 C.F.R. § 1.1307 *et. seq.*, as may be amended or superseded. The power density within all accessible areas of the Site must not exceed the FCC specified MPE limits for the general population. If during Lessee's occupancy of the Premises mitigation is required to bring the Site into compliance with FCC's safety regulations due solely to Lessee's Equipment exceeding the FCC's exposure limits for the general population, such mitigation measures shall be the sole responsibility of Lessee and at Lessee's sole cost and expense.

32. INSPECTION AND RIGHT-OF-ENTRY: Lessor reserves the right to access the Site for purposes of inspection, operation, and maintenance of Lessor's equipment as necessary. Lessor and its agents shall have the right, but not the duty, to inspect the Site at any time to determine whether Lessee is complying with the terms of this Lease.

33. SUCCESSORS AND ASSIGNS: The respective rights and obligations provided in this Lease shall bind and continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights, however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 13 (Assignment and Subletting) of this Lease.

34. SUBORDINATION AND NON-DISTURBANCE: The use of the Site by Lessee, any heirs, devisees, transferees, sublessees or assignees of Lessee shall be subordinate to that of the Lessor notwithstanding any other language set forth in this Lease. Nothing herein shall be

construed to limit or restrict Lessor's use and access to the Site. This Lease shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Lessor which, from time to time, may encumber all or part of the Site; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Lessor's interest, recognize the validity of this Lease and Lessee's right to remain in occupancy of and have access to the Premises, as long as no default by Lessee exists under this Lease. If the Site is encumbered by a Mortgage, then Lessor shall use commercially reasonable efforts, promptly following Lessee's request, to assist Lessee with obtaining a non-disturbance agreement in recordable form for each such Mortgage.

35. **DISPLAY OF SIGNS:** The display of any political signs within or on the Site is prohibited. Further, except for signage required by Applicable Law, no signage shall be displayed within or on the Site without prior written approval from the Lessor, which approval may be withheld at Lessor's sole discretion.
36. **SEVERABILITY:** Each provision of this Lease shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.
37. **ENTIRE LEASE:** This Lease sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Lease, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Lease made or existing before the date of this Lease. No waiver, amendment, or modification of any of the terms or conditions of this Lease shall be effective unless in writing and signed by both Parties. Any provision of this Lease that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Lease.
38. **GOVERNING LAW AND VENUE:** This Lease shall be governed and construed in accordance with the laws of the State of Washington and venue shall be in the Superior Court of Snohomish County, Washington or the U.S. District Court for the Western District of Washington.
39. **NO PRESUMPTION AGAINST DRAFTER:** Lessor and Lessee understand, agree and acknowledge that this Lease has been freely negotiated by both parties and that, in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.
40. **LESSOR AS A LANDOWNER.** Lessor and Lessee agree that in granting this Lease, Lessor

is acting its solely in its proprietary function as the landowner, therefore, the Parties further agree that provisions of 47 USC § 1455 *et seq.* and any other laws and regulations applicable to the City of Everett, Washington operating in its governmental zoning and permitting authority are completely inapplicable to this Lease.

41. **PUBLIC RECORDS ACT.** Lessor is a public agency under the laws of the State of Washington. Lessor and Lessee acknowledge that this Lease is a public record subject to public disclosure as specified by RCW 42.56.
42. **LESSOR'S APPROVAL.** Neither Lessor's execution of this Lease nor any consent or approval given by Lessor hereunder in its proprietary capacity as Lessor, shall waive, abridge, impair, or otherwise affect Lessor's powers and duties as a governmental body. Any requirements under this Lease that Lessee obtains consent or approvals from the Lessor are in addition to and not in lieu of any requirements that Lessee obtains Governmental Approvals. For avoidance of doubt, any references to 'permitted' in the context of this Lease shall only refer to the status of Lessor's approval in its proprietary capacity as Lessor under this Lease.
43. **NO PERSONAL LIABILITY.** No employees, officers, elected and appointed officials, volunteers, and contractors of either Party shall be personally liable for any default under this Lease.
44. **CUMULATIVE REMEDIES:** No provision of this Lease shall preclude Lessor from pursuing any other remedies, in law or equity, for Lessee's failure to perform its obligations.
45. **CAPTIONS:** The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.
46. **CONSTRUCTION.** For the purposes of this Lease, the words "shall" and "will" are mandatory, and "may" is permissive.
47. **INCORPORATION OF EXHIBITS.** All exhibits referenced herein and attached hereto are hereby herein incorporated in their entirety by this reference. In the event of discrepancy between the exhibits and the language in this Lease, this Lease will control.
48. **RECORDING.** If requested by Lessee, Lessor and Lessee agree to execute a memorandum of Lease substantially in the form attached hereto and incorporated by reference herein as **Exhibit D ("MOL")** that Lessee may record at Lessee's sole cost and expense. The date set forth in the memorandum of Lease is for recording purposes only and bears no reference to commencement of the Term. Prior to the expiration of the Equipment Removal Period, Lessee will execute and deliver to Lessor a memorandum of termination or other similar document in recordable form to release the MOL and to evidence the termination of this Lease (a "**Release**"). If Lessee fails to provide a Release to Lessor prior to the expiration of the Equipment Removal Period, then Lessee will be deemed to be in Holdover of this Lease until Lessee fully complies with its obligations set forth in this Section. This Section shall survive the natural expiration or earlier termination of this Lease.

49. TIME FOR PERFORMANCE. Time is of the essence for the performance of each term, condition, and covenant of this Lease.

50. ESTOPPEL. At any time during the Term, within thirty (30) days after Lessee's receipt of a written request from Lessor, Lessee shall execute, acknowledge and deliver to Lessor, any lender, assignee of a lender, any purchaser, or any other person reasonably specified by Lessor an estoppel certificate which certifies (i) that this Lease is in full force and effect (if same is true and correct); (ii) the current amount of the Rent due hereunder, (iii) to Lessee's actual knowledge that there exists no event that with the passage of time would give rise to a default under this Lease, and (iv) the remaining Term hereunder.

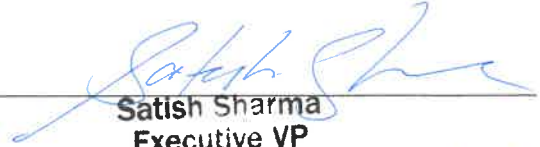
51. COUNTERPARTS. This Lease may be executed in any number of identical counterparts and, if so executed, shall constitute one Lease, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Lease by facsimile or electronic signature shall be effective to create a binding Lease and, if requested, Lessor and Lessee agree to exchange original signed counterparts in their possession.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

NCS

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease as of the Effective Date.

LESSEE: DISH Wireless L.L.C.

By: 
Satish Sharma
Executive VP
DISH Wireless
Its: 10/30/23

LESSOR: CITY OF EVERETT

By: _____
MAYOR

ATTEST

CITY CLERK:

By: _____
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
CITY ATTORNEY

LICENSOR ACKNOWLEDGMENT

STATE OF _____)

SS)

COUNTY OF _____)

I certify that I know or have satisfactory evidence that Cassie Franklin signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Mayor of the City of Everett, a municipal corporation, to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of _____

Notary Public: _____

Title: _____

My commission _____

expires: _____

LICENSEE ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF Arapahoe

Before me, Denise Fuller, a Notary Public, personally appeared Satish Shanna, the EVP of **DISH Wireless L.L.C.**, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged that he/she, being authorized to do so, executed the foregoing instrument on behalf of the company for the purpose therein contained.

Witness my hand and seal this 30th day of October, 2023

NOTARY PUBLIC

My Commission Expires:

Aug 18, 2024
(NOTARIAL SEAL)

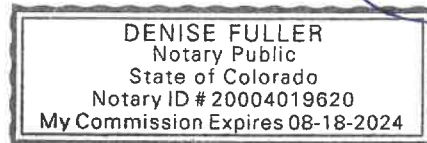


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, AND 28, REPLAT OF BLOCK 683, PLAT OF EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 49, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT BEGINNING AT A POINT 2 INCHES SOUTH OF THE NORTHEAST CORNER OF LOT 28;

THENCE NORTH TO SAID NORTHEAST CORNER;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 28 TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT, 6 INCHES;

THENCE EASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF EVERETT, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

APN/Parcel ID(s): 006449-683-018-01

EXHIBIT B

PREMISES, ACCESS AND UTILITIES ROUTE, AND EQUIPMENT

[Plans attached showing the Premises, Access and Utilities Route, and Equipment]



DUNCANSON
Company, Inc.
140 SW 12th Street, Suite 102
Seattle, Washington 98101
Phone: 206.441.6161
Fax: 206.441.6162

SITE

SESEA00377C

2000 WETMORE AVE
EVERETT, WA 98201
SNOHOMISH COUNTY

THE DRAWING WAS CREATED FOR THE
PROJECT AND IS NOT TO BE USED FOR ANY
OTHER PROJECT WITHOUT THE WRITTEN
CONSENT OF DUNCANSON COMPANY, INC.

F.L.D. CREW: PH/JW
F.L.D. BOOK: 561/92
DRAWN BY: LAC
JOB #: 20135.005
DATE: 02/02/21

REVISIONS

DATE	DESCRIPTION	BY



SHEET TITLE
EXISTING SITE SURVEY
BEC 30, TWP 29 N, RANG 5 E, WM

SHEET NUMBER
SVI

LEGEND

- SUBJECT BOUNDARY LINE
 - RIGHT-OF-WAY CENTERLINE
 - RIGHT-OF-WAY LINE
 - ADJACENT BOUNDARY LINE
 - SECTIONAL BOUNDARY LINE
 - OVERHEAD POWER LINE
 - BURIED POWER LINE
 - BURIED GAS LINE
 - OVERHEAD TELEPHONE LINE
 - BURIED TELEPHONE LINE
 - BURIED WATER LINE
 - BURIED SANITARY SEWER
 - BURIED STORM DRAIN
 - OTCH LINE FLOW LINE
 - ROCK RETAINING WALL
 - VEGETATION LINE
 - CHAIN LINK FENCE
 - WOOD FENCE
 - BARRIED WIRE/ARRE FENCE
 - TRANSFORMER
 - PIRE HYDRANT
 - LIGHT STANDARD
 - PIRE GATE VALVE
 - POWER VALVE
 - WATER METER
 - UTILITY BOX
 - PIRE STAND PIPE
 - UTILITY POLE
 - IRRIGATION CONTROL
 - PIRE GUY WIRE
 - CATCH BASIN, TYPE 1
 - GAS VALVE
 - CATCH BASIN, TYPE 2
 - SUN
 - TELEPHONE VAULT
 - ROLLAR
 - TELEPHONE VAULT
 - MAIL BOX
 - TELEPHONE RISER
 - 234.21 SPOT ELEVATION
- NOTE:
1) ALL ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL.
2) ALL TOWER, TREE AND APPURTENANCE HEIGHTS ARE ABOVE GROUND LEVEL (AGL) AND ARE ACCURATE TO WITHIN ONE FOOT OR $\pm 1\%$ OF TOTAL HEIGHT, WHICHEVER IS GREATER.

TREE LEGEND

- DECIDUOUS TREE
 - AL=ALDER
 - AS=ASPEN
 - BS=BLACK SPRUCE
 - MA=MAHOGANY
 - OK=OAK
 - GR=GRASS
 - CE=CECILIARY
 - CE=CECILIARY
 - HE=HEMLOCK
 - PH=PINUS
 - ED=EVERGREEN
 - 182.7
- NOTE:
TREE DIRM LINES ARE NOT TO SCALE. TREE SYMBOLS REFERENCE TRUNK LOCATION ONLY. TRUNK DIAMETERS ARE SHOWN AT 4.5 FT. ABOVE GROUND. TRUNKS OF TREES SHOWN ARE FOR REFERENCE ONLY AND OTHER TREES AND VEGETATION MAY EXIST.

SITE INFORMATION

TAX LOT NUMBER: 00446802001
SITE ADDRESS: 2000 WETMORE AVE
EVERETT, WA 98201
SITE CONTACT: 425-923-8346
PHONE NUMBER: 425-923-8346
ZONING: M (CITY OF EVERETT)
PROJECT AREA: TO BE DETERMINED

SURVEY REFERENCE

- RECORD OF SURVEY PER A.F. NO. 20170235002, RECORDS OF SNOHOMISH COUNTY, 20170235002.
- RECORDS OF SNOHOMISH COUNTY, 20170235003.
- RECORDS OF SURVEY PER A.F. NO. 200801045057, RECORDS OF SNOHOMISH COUNTY.
- RECORDS OF SURVEY PER A.F. NO. 200801045057, RECORDS OF SNOHOMISH COUNTY, PAGE 32.

BOUNDARY DISCLAIMER

THIS PLAN DOES NOT REPRESENT A BOUNDARY LINE. BOUNDARY LINES ARE DETERMINED USING FIELD-FOUND EVIDENCE AND RECORD INFORMATION.

CAUTION!

UNDERGROUND UTILITIES EXIST IN THE AREA AND THE LOCATION OF THESE UTILITIES IS NOT KNOWN. STATE LAW REQUIRES THAT CONTRACTOR CONTACT THE SNOHOMISH COUNTY PUBLIC UTILITIES DEPARTMENT 48 HOURS BEFORE STARTING ANY CONSTRUCTION.

1-800-424-5555

LEGAL DESCRIPTION

LOTS 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, AND 28, REPLAT OF BLOCK 683, PLAT OF EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 49, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, EXCEPT BEGINNING AT A POINT 2 INCHES SOUTH OF THE NORTHEAST CORNER OF LOT 28; THENCE S89°00'00"E 100.00 FEET TO THE NORTHEAST CORNER OF LOT 28; THENCE S00°00'00"E 100.00 FEET TO THE WEST LINE OF SAID LOT, 5 INCHES; THENCE EASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF EVERETT, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EASEMENTS

- THE FOLLOWING EASEMENTS FROM THE REFERENCED TITLE REPORT CONTAIN SUFFICIENT INFORMATION TO BE DEPICTED ON THE PLAN. OTHER EASEMENTS OR ENCUMBRANCES, IF ANY, MAY AFFECT THE PROPERTY, BUT LACK SUFFICIENT INFORMATION TO BE SHOWN.
- ADJACENT LOT EASEMENTS: EASEMENTS, ETC., PER A.F. NO. 03833, RECORDS OF SNOHOMISH COUNTY, NO TERMS TO SHOW.
- PARTY WALL AGREEMENT PER A.F. NO. 140814, RECORDS OF SNOHOMISH COUNTY - AFFECTS UNDERLYING LOTS 26 AND 27, WHICH ARE NORTH OF THE SUBJECT ROOFTOP, NOT SHOWN.
- PARTY WALL AGREEMENT PER A.F. NO. 140815, RECORDS OF SNOHOMISH COUNTY - AFFECTS UNDERLYING LOTS 23 AND 24, WHICH ARE NORTH OF THE SUBJECT ROOFTOP, NOT SHOWN.
- PARTY WALL AGREEMENT PER A.F. NO. 191115, RECORDS OF SNOHOMISH COUNTY - AFFECTS UNDERLYING LOTS 22 AND 23, WHICH ARE NORTH OF THE SUBJECT ROOFTOP, NOT SHOWN.
- PARTY WALL AGREEMENT PER A.F. NO. 420988, RECORDS OF SNOHOMISH COUNTY - AFFECTS UNDERLYING LOTS 25 AND 24, WHICH ARE NORTH OF THE SUBJECT ROOFTOP, NOT SHOWN.
- UNDERGROUND ELECTRIC EASEMENT PER A.F. NO. 8102050106, RECORDS OF SNOHOMISH COUNTY - SHOWN.

LATITUDE/LONGITUDE POSITION

COORDINATE DATA AT CENTER OF ROOFTOP:
NAD83
LAT - 47°28'41.35" N LONG - 122°12'27.39" W ELEV = 133.7 FEET
LAT - 47°28'45.3" N LONG - 122°12'26.08" W

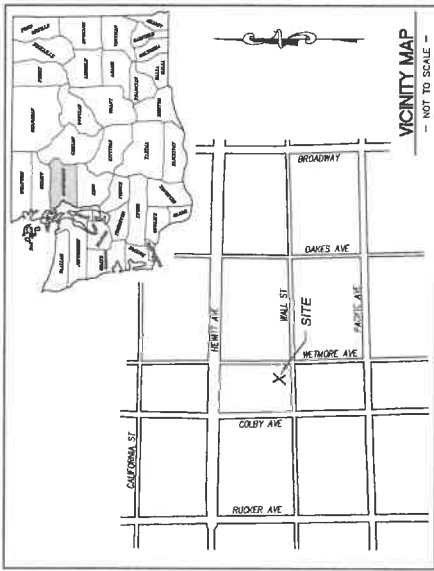


NOTES

- TITLE REPORT ISSUED BY REGISTRY NATIONAL TITLE INSURANCE COMPANY, GUARANTEE NO. 61127479, EFFECTIVE DATE JANUARY 14, 2021, 1999.
- THE SUBJECT PROPERTY IS LOCATED IN THE NORTH ZONE OF BEARING WASHINGTON STATE PLANE.
- COORDINATE SYSTEM, NORTH ZONE (NAD83).
- UNDERGROUND UTILITIES SHOWN HEREON, IF ANY, ARE BASED ON RECORDS OF SNOHOMISH COUNTY (OR UTILITY COMPANY RECORDS). CRITICAL LOCATIONS SHOULD BE VERIFIED PRIOR TO DESIGN AND CONSTRUCTION.

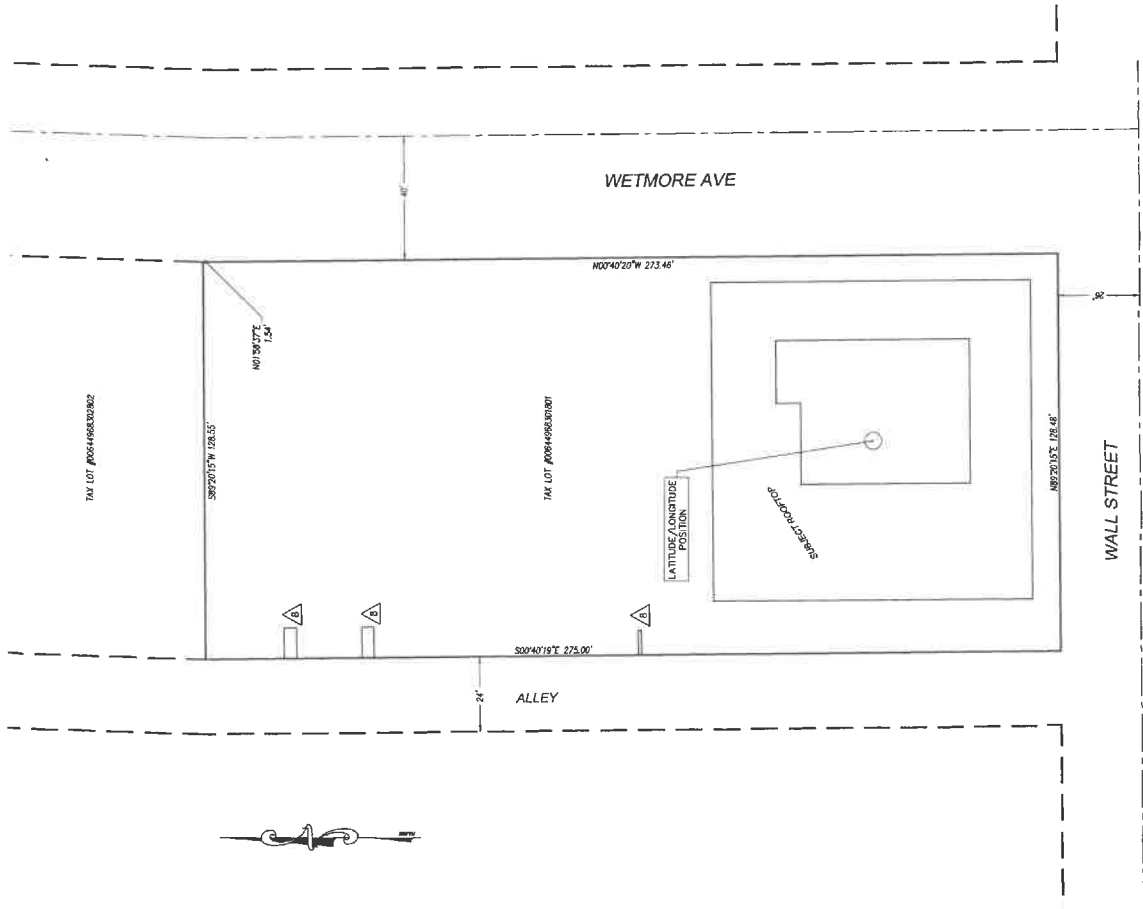
BUILDING HEIGHT NOTE

AVERAGE GROUND ELEVATION IS 133.7 FEET. HEIGHTS BASED ON THIS ELEVATION ARE AS FOLLOWS:
AVERAGE ROOF HT = 123.5'
PARAPET HT = 120.7'
FINISHED FLOOR HT = 118.1'
HIGHEST DIRM HT = 87.5'
ANTENNA MAST HT = 150.7'
HIGHEST ANTENNA PAVEL = 102.6'



SITE LOCATION

SCALE: 1"=20'





DUNCANSON
Company, Inc.
145 11th Ave, Suite 500
Everett, WA 98201
Phone 425.341.6144
Fax 425.341.6155

SESEA00377C

2000 WETMORE AVE
EVERETT, WA 98201
SNOHOMISH COUNTY

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DUNCANSON COMPANY, INC. AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF DUNCANSON COMPANY, INC.

DATE: 02/02/21
JOB #: 20135.005
DRAWN BY: LAC
F.L.D. BOOK: 561/92
F.L.D. CREW: PN/JW

REVISIONS

DATE DESCRIPTION BY



SHEET TITLE
EXISTING SITE SURVEY
SEC 30, T1P 28 N, R1G 5 E, WM

SHEET NUMBER
SV2

LEGEND

- SUBJECT BOUNDARY LINE
 - RIGHT-OF-WAY CENTERLINE
 - RIGHT-OF-WAY LINE
 - ADJACENT BOUNDARY LINE
 - SECTIONAL BREAKDOWN LINE
 - OVERHEAD POWER LINE
 - BURIED POWER LINE
 - BURIED GAS LINE
 - OVERHEAD TELEPHONE LINE
 - BURIED TELEPHONE LINE
 - BURIED WATER LINE
 - BURIED SANITARY SEWER
 - BURIED STORM DRAIN
 - DITCH LINE/FLOW LINE
 - ROCK RETAINING WALL
 - VEGETATION LINE
 - CHAIN LINK FENCE
 - WOOD FENCE
 - BURIED WIRE/WIRE FENCE
 - FIRE HYDRANT
 - GATE VALVE
 - WATER METER
 - WATER STAND PIPE
 - IRIGATION CONTROL
 - CATCH BASIN, TYPE I
 - CATCH BASIN, TYPE II
 - SON
 - TRANSFORMER
 - LIGHT STANDARD
 - POWER VAULT
 - UTILITY POLE
 - POLE GUY WIRE
 - GAS VALVE
 - GAS METER
 - TELEPHONE VAULT
 - TEL. MANHOLE
 - MAIL BOX
 - TELEPHONE RISER
 - 23.21 SPOT ELEVATION
- NOTE:
1) ALL ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.
2) ALL TOWER, TREE AND UPHOLDINGS HEIGHTS ARE ABOVE GROUND LEVEL (AGL) AND ARE ACCURATE TO ± 0.1 FEET ON $\pm 1\%$ OF TOTAL HEIGHT, WHICHEVER IS GREATER.

TREE LEGEND

- DECIDUOUS TREE
 - ALU - ALDER
 - ALU - TRUNK DIAMETER (IN)
 - TYPE
 - EVERGREEN TREE
 - CE - CEDAR
 - HE - HEMLOCK
 - PI - PINE
 - EV - EVERGREEN
 - HEIGHT AGL IF MEASURED
- NOTE: TREE DRIPLINES ARE NOT TO SCALE. TREE SYMBOLS REFERENCE TRUNK LOCATION ONLY. TRUNK DIAMETERS ARE SHOWN IN INCHES. HEIGHTS ARE IN FEET. TREES SHOWN ARE FOR REFERENCE ONLY AND OTHER TREES AND VEGETATION MAY EXIST.

SITE INFORMATION

TAX LOT NUMBER: 005468301801
SITE ADDRESS: 2000 WETMORE AVE
EVERETT, WA 98201
SITE CONTACT: 425-341-6144
PHONE NUMBER: 425-341-6144
ZONING: M20 (CITY OF EVERETT)
PROJECT AREA: 1.5 AC (CITY OF EVERETT)
TO BE DETERMINED

SURVEY REFERENCE

- RECORD OF SURVEY PER A.F. NO. 20170325002.
- RECORDS OF SNOHOMISH COUNTY.
- RECORDS OF SNOHOMISH COUNTY.
- RECORDS OF SURVEY PER A.F. NO. 200801040597.

BOUNDARY DISCLAIMER

THIS PLAN DOES NOT REPRESENT A BOUNDARY. BOUNDARY LINES ARE DEPICTED USING FIELD-FOUND EVIDENCE AND RECORD INFORMATION.

CAUTION

UNDERGROUND UTILITIES MAY BE PRESENT IN THE AREA AND STATE LAW REQUIRES THAT CONTRACTOR CONTACT THE UTILITY LOCATING SERVICE PRIOR TO ANY EXCAVATION WORK BEGINS. HOURS BEFORE STARTING ANY CONSTRUCTION.

1-800-424-5555

LATITUDE/LONGITUDE POSITION

COORDINATE DATA AT CENTER OF ROOFTOP:
NAD 83/91
LAT - 47°58'41.35" N
LONG - 122°12'27.39" W
ELEV - 133.7 FEET
LONG - 122°12'27.39" W
ELEV - 133.7 FEET

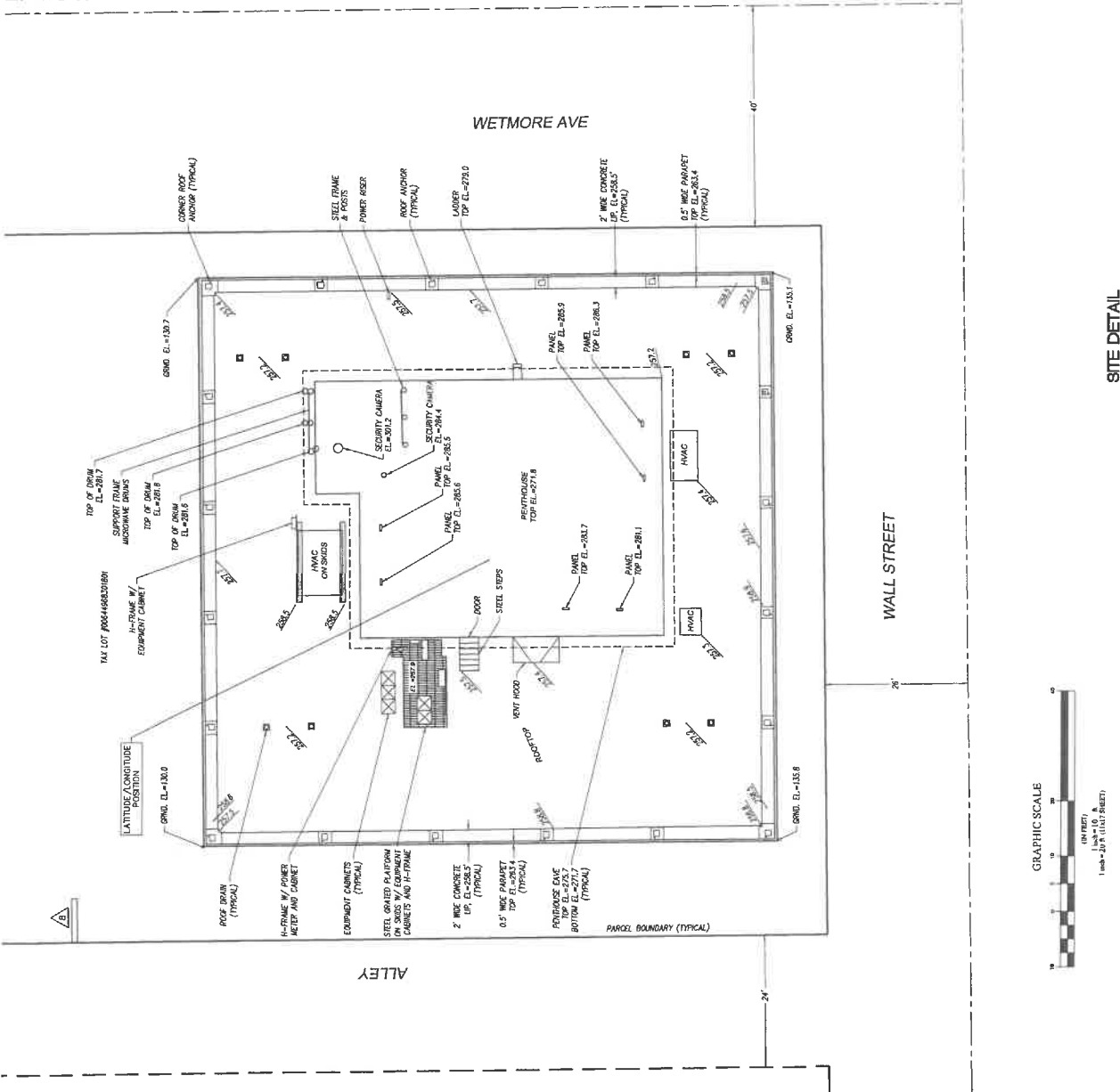


NOTES

- TITLE REPORT ISSUED BY FREELTY NATIONAL SURVEYING, INC. PROJECT NUMBER: 2021.000468301801. EFFECTIVE DATE: JANUARY 14, 2021.
- 2021 WORK COMPLETED IN JANUARY, 2021.
- BASE OF BEARINGS, WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD83).
- UNDERGROUND UTILITIES SHOWN HEREIN, IF ANY, ARE BASED ON RECORD INFORMATION. CRITICAL LOCATIONS SHOULD BE VERIFIED PRIOR TO DESIGN AND CONSTRUCTION.

BUILDING HEIGHT NOTE

AVERAGE GROUND ELEVATION IS 133.7 FEET. HEIGHTS BASED ON THIS ELEVATION ARE AS FOLLOWS:
PENTHOUSE ROOF HT = 133.5'
PENTHOUSE ROOF HT = 132.7'
PENTHOUSE ROOF HT = 132.1'
SECURITY CAMERA HT = 127.5'
SECURITY CAMERA HT = 127.5'
HIGHEST ANTENNA PANEL = 152.5'



SITE DETAIL

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



CAMP+
ASSOCIATES

19515 N. CREEK PKWY, SUITE 220
BOTHELL, WA 98011
PHONE: (425) 740-8392
WWW.CAMPASSOC.COM



IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
-----------	-------------	--------------

JAC	JAC	JAC
-----	-----	-----

RFDS REV #:

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION	SUBMITTALS
A	10/18/2022	ELECTRICAL REVISING	
A	10/26/2022	ISSUED FOR PERMIT	
A	11/07/2022	ISSUED FOR PERMIT	
A	2/14/2023	COMMENTS FROM THE CITY	
A	9/15/2023	REVISED EQUIPMENT LOCATION	
A	9/22/2023	ISSUED FOR PERMIT	
A	9/27/2023	ISSUED FOR PERMIT	

AME PROJECT NUMBER
SESA000377C

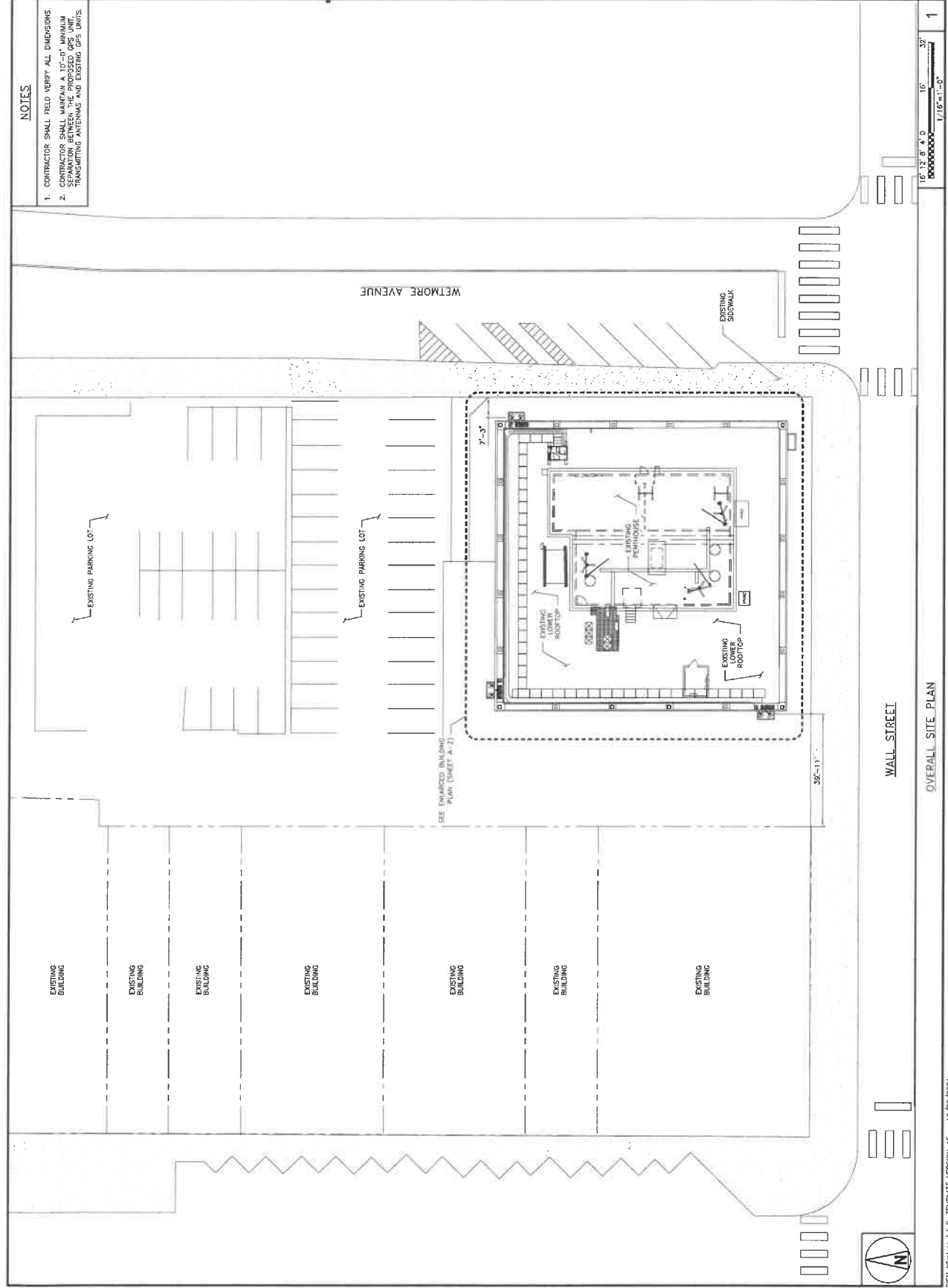
DISH Wireless L.L.C.
PROJECT INFORMATION
SESEA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE	SHEET NUMBER
OVERALL SITE PLAN	

A-1

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.



16' 12' 8' 4' 0 16' 32' 1/16" = 1'-0"

OVERALL SITE PLAN



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



13515 N OREK PARK SUITE 200
DENVER, CO 80231
PHONE (303) 740-8382
WWW.CAMPASSOC.COM



IT IS A VIOLATION OF LAW FOR ANY PERSON
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER
TO ALTER THIS DOCUMENT.

DRAWN BY: JAC
CHECKED BY: JAC
APPROVED BY: JAC

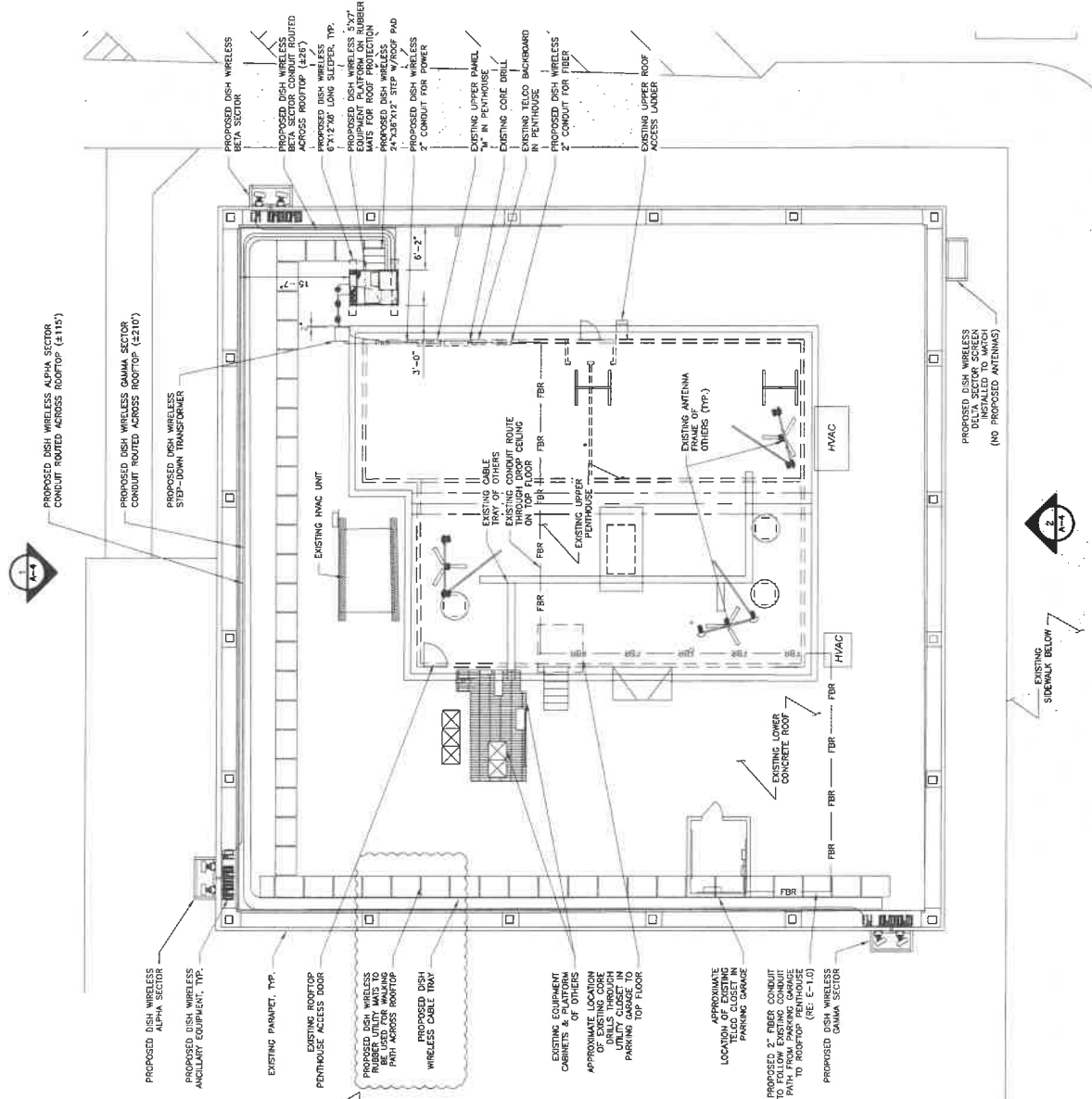
RTDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
A	10/16/2021 ELECTRICAL WORKING
A	10/29/2021 REVISED FOR FINAL
A	11/07/2021 REVISED FOR PERMIT
A	2/14/2023 COMMENTS FROM THE CITY
A	4/15/2023 REVISED EQUIPMENT LOCATION
A	4/22/2023 REVISED FOR FINAL
A	5/27/2023 REVISED FOR FINAL
AME PROJECT NUMBER	
SESEA00377C	

DSH Wireless LLC
PROJECT INFORMATION
SESEA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE
ENLARGED BUILDING
PLAN
SHEET NUMBER
A-2



ENLARGED BUILDING PLAN



570 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



CAMP+
ASSOCIATES

1815 N CREEK PARK, SUITE 220
LITTLETON, CO 80120
PHONE (482) 746-6382
WWW.CAMPASSOC.COM



1/11/2021

IT IS A VIOLATION OF LAW FOR ANY PERSON
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER
TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

JAC JAC JAC

RFDS REV #:

CONSTRUCTION
DOCUMENTS

SUBMITALS

REV DATE DESCRIPTION

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 COMMENTS FROM THE CITY

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL

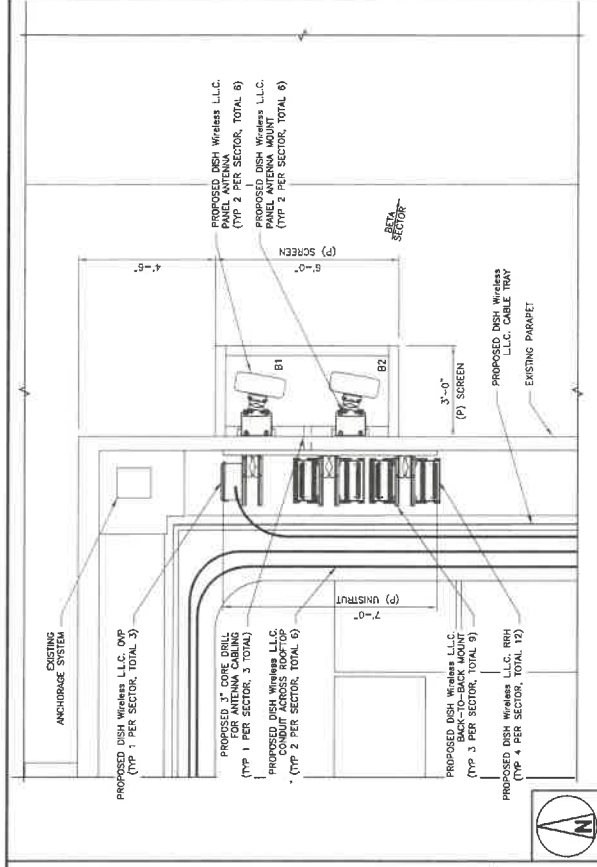
A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL

A 1/27/2021 REVISION FOR FINAL



ANTENNA PLAN - ALPHA SECTOR

ANTENNA PLAN - BETA SECTOR

SECTOR	POSITION	EXISTING/ PROPOSED	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (HxW)	AZIMUTH	RAD CENTER	FEED LINE TYPE & LENGTH
ALPHA	A1	PROPOSED	COMSCOPE - FFW-558-92	5G	72.0" x 19.6"	0°	130'-0"	(2) POWER & (2) FIBER CABLE (TBD)
	A2	PROPOSED	COMSCOPE - FFW-558-92	5G	72.0" x 19.6"	0°	130'-0"	(2) POWER & (2) FIBER CABLE (TBD)
BETA	B1	PROPOSED	COMSCOPE - FFW-558-92	5G	72.0" x 19.6"	100°	130'-0"	(2) POWER & (2) FIBER CABLE (TBD)
	B2	PROPOSED	COMSCOPE - FFW-558-92	5G	72.0" x 19.6"	100°	130'-0"	(2) POWER & (2) FIBER CABLE (TBD)
GAMMA	G1	PROPOSED	COMSCOPE - FFW-558-92	5G	72.0" x 19.6"	240°	130'-0"	(2) POWER & (2) FIBER CABLE (TBD)
	G2	PROPOSED	COMSCOPE - FFW-558-92	5G	72.0" x 19.6"	240°	130'-0"	(2) POWER & (2) FIBER CABLE (TBD)

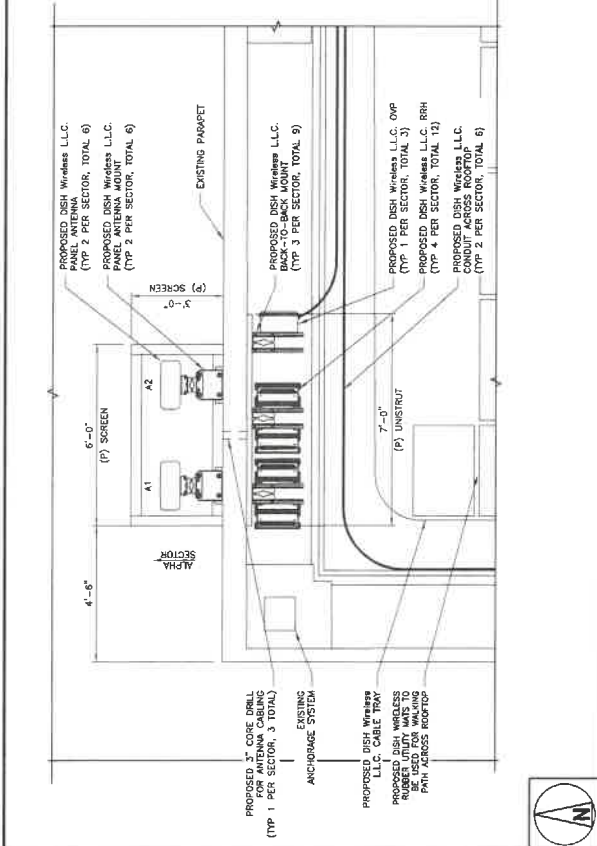
NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.

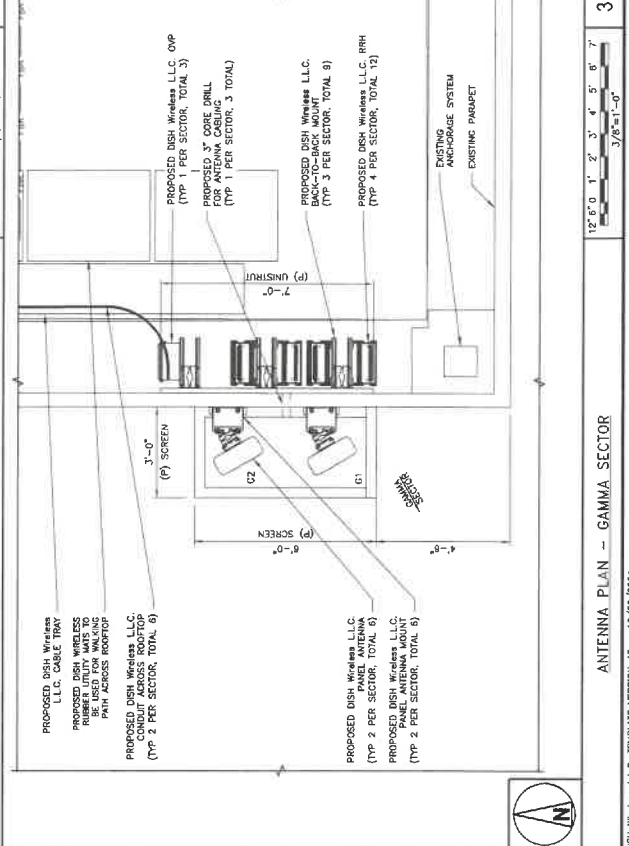
2. ANTENNA OR RHP MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED & REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

3. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.

4. ANTENNA AND RHP MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED & REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.



ANTENNA PLAN - GAMMA SECTOR





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LITTLETON, CO 80120



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DRAWN BY: JAC
CHECKED BY: JAC
APPROVED BY: JAC
RFDS REV #:

CONSTRUCTION
DOCUMENTS

REV	DATE	DESCRIPTION
A	10/16/2021	ELECTRICAL REVISIONS
A	10/28/2021	ISSUED FOR FINAL
A	11/17/2021	ISSUED FOR PERMIT
A	12/14/2021	COMMENTS FROM THE CITY
A	1/12/2022	REVISED EQUIPMENT LOCATION
A	1/25/2022	ISSUED FOR FINAL
A	1/27/2022	ISSUED FOR FINAL

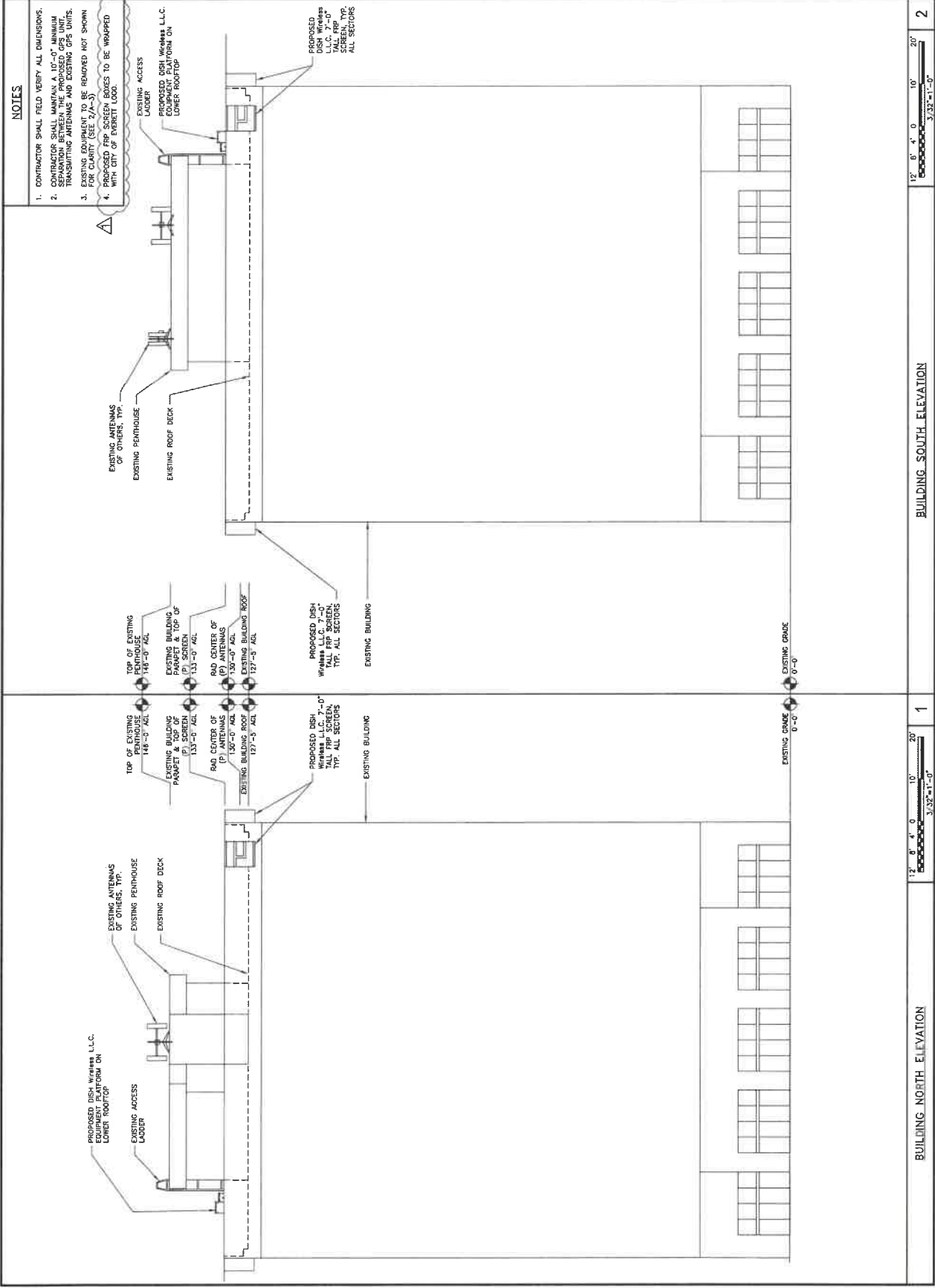
AKA PROJECT NUMBER
SESEAO0377C

DISH Wireless LLC.
PROJECT INFORMATION
SESEAO0377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE
NORTH AND SOUTH
ELEVATIONS
SHEET NUMBER
A-4

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNIT, FOR CLARITY (SEE 2/A-3)
3. EXISTING EQUIPMENT TO BE REMOVED NOT SHOWN
4. PROPOSED TRIP SCREEN BOXES TO BE WRAPPED WITH CITY OF EVERETT LOGO.



BUILDING NORTH ELEVATION

BUILDING SOUTH ELEVATION

[illegible]

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



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18151 N. GREEN RIVER, SUITE 200
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DRAWN BY: CHECKED BY: APPROVED BY:

JAC JAC JAC

RTDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	10/19/2021	ELECTRICAL REWORK
A	10/24/2021	ISSUED FOR FINAL
A	11/07/2021	ISSUED FOR PERMIT
A	11/07/2021	CONCRETE FROM THE CITY
A	11/07/2021	REMOVED EQUIPMENT LOCATIONS
A	11/07/2021	ISSUED FOR FINAL
A	11/07/2021	ISSUED FOR FINAL

AME PROJECT NUMBER
SESEA00377C

DISH WIRELESS LLC
PROJECT INFORMATION

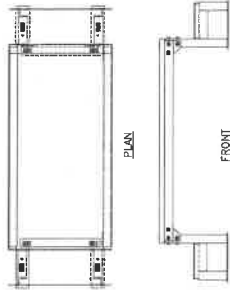
SESEA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
A-8

SITEPRO1 STEP 48 ROOFTOP STEEL STEP OVER	
DIMENSIONS (HxWxL)	13.2"x41.5"x20.5"
WEIGHT/ VOLUME	146.387 LBS

NOTE: NON-PENETRATING



ROOFTOP STEEL STEP OVER DETAIL

NO SCALE

NOT USED

NO SCALE

NO SCALE

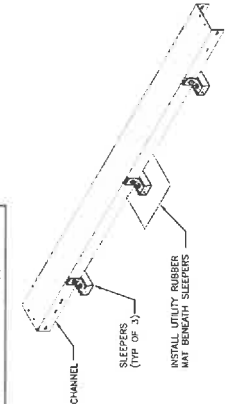
NO SCALE

NO SCALE

NO SCALE

COMMSCOPE MT-F1543 ROOFTOP CABLE BRIDGE KIT	
DIMENSIONS (HxWxL)	7"x30"x86"
WEIGHT	119.3 lbs
CABLE RUN, QUANTITY	0

NOTE: NON-PENETRATING, 12-DIGIT COVER, OR APPROVED
EQUAL. INCLUDES: CHANNEL, HARDWARE AND (3) SLEEPERS



ROOFTOP CABLE TRAY DETAIL

NO SCALE

NOT USED

NO SCALE

NO SCALE

NO SCALE

NO SCALE

NO SCALE

NO SCALE

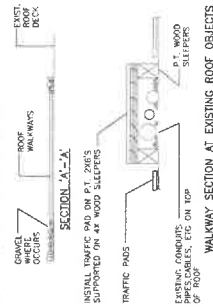
NO SCALE

NO SCALE

NO SCALE

NO SCALE

- NOTES:
1. ROOF WALKWAYS/TRAFFIC PADS SHALL BE TYPE "ROOF" AS MANUFACTURED BY ARMOLE PRODUCT OIL CORP. LONG BEACH, CA & SHALL BE INSTALLED PER THE MPSE WRITTEN INSTRUCTIONS
 2. ROOF WALKWAYS SHALL BE LOCATED TO PROVIDE CONTINUOUS MAINTENANCE ACCESS TO ROOF TOP ANTENNAS AND RGS EQUIPMENT FROM ROOF ACCESS POINT
 3. INSTALL ROOFING FELT OR ROOF-MEMBRANE COMPATIBLE PAD PER ROOFING MFR UNDER TRAFFIC PADS TO PREVENT ROOF DAMAGE
 4. COORDINATE WITH BUILDING OWNER BEFORE COMMENCING ROOF WORK.



WALKWAY SECTION AT EXISTING ROOF OBJECTS

ROOFTOP TRAFFIC PAD DETAIL

NO SCALE

NOT USED

NO SCALE

NO SCALE

NO SCALE

NO SCALE

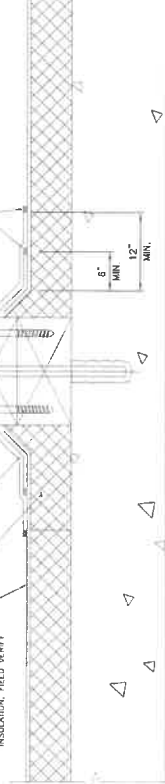
NO SCALE

NO SCALE

NO SCALE

(P) GALVANIZED METAL FLASHING CAP/COVER
PROVIDE HIGH TEMPERATURE BUTYL RUBBER DOUBLE
PENETRATION BETWEEN GALVANIZED METAL FLASHING
& MEMBRANE FLASHING ALL SIDES CONTINUOUS

(P) COMPATIBLE MULTI-PLY
MEMBRANE ROOF FLASHING MATERIAL
CONTRACTOR TO REMOVE AND
REPLACE WITH NEW FLASHING
REQUIRED FOR INSTALLATION
OF (P) P.T. WOOD SLEEPER
ROOFING MEMBRANE
INSULATION, FELD VERIFY



SLEEPER FLASHING DETAIL

NO SCALE

NOT USED

NO SCALE

NO SCALE

NO SCALE

NO SCALE

NO SCALE

NO SCALE

NO SCALE

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	9/16/2022	SA WA INCORPORATED
A	10/16/2022	ELECTRICAL REVISIONS
A	10/24/2022	ISSUED FOR PERMIT
A	11/07/2022	ISSUED FOR PERMIT
A	2/14/2023	COMMENTS FROM THE CITY
A	9/15/2023	REVISED CONDUIT LOCATION
A	1/22/2024	ISSUED FOR FINAL

AKA PROJECT NUMBER
SESCA00377C

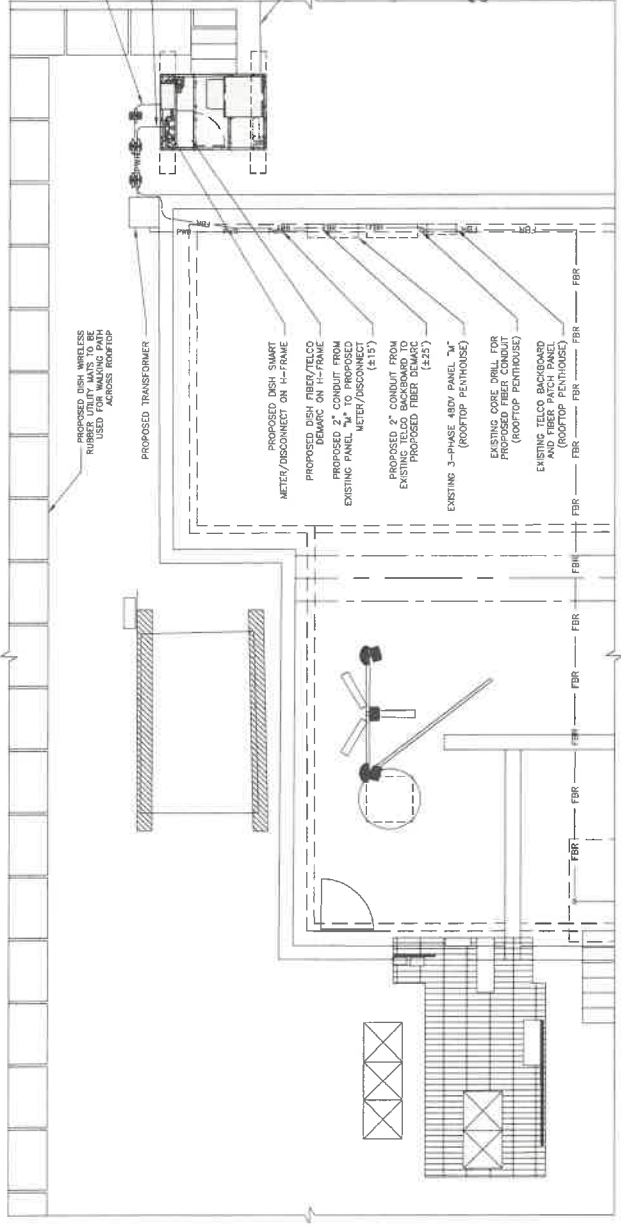
DSH Wireless LLC
PROJECT INFORMATION
SESCA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE
ELECTRICAL/FIBER ROUTE
PLAN AND NOTES

SHEET NUMBER
E-1

NOTE

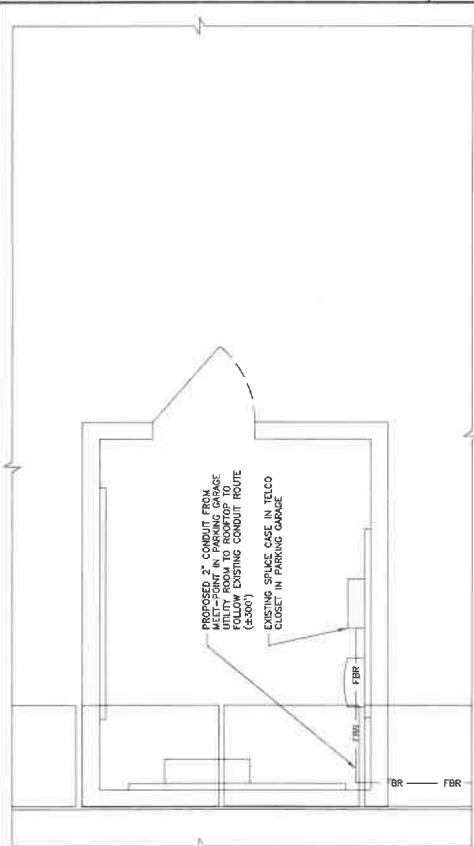
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.



UTILITY ROUTE PLAN

1

NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.



FIBER UTILITY ROOM PLAN (PARKING GARAGE)

NO SCALE

2

POWER/FIBER UTILITY ROOM PLAN (ROOFTOP PENTHOUSE)

12'-0" 1' 2' 3' 4' 5' 6' 7' 8'-1'-0"

3

DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.

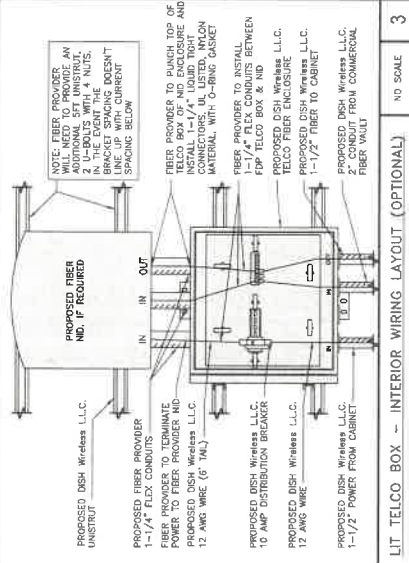
1. CONTRACTOR SHALL INSPECT THE DRAWING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE DRAWING CONDITIONS SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION. NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PNEUMATIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.

ELECTRICAL NOTES

NO SCALE	1
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NO SCALE	4
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NO SCALE	5
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Firm License Number: 2202
VSE Project Number: U3614-107-221

NO SCALE	2
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NO SCALE	3
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EXPIRES: 09/26/2023
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JAC	JAC	JAC

RTDS REV #:

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	9/16/2022	SA WA MODIFICATIONS
A	10/18/2022	ELECTRICAL REVISIONS
A	10/24/2022	ISSUED FOR FINAL
A	11/07/2022	ISSUED FOR PERMIT
A	2/14/2023	COMMENTS FROM THE CITY
A	9/16/2023	REVISED EQUIPMENT LOCATION
A	9/22/2023	ISSUED FOR FINAL

A&E PROJECT NUMBER
SESEA00377C

DSH Wireless L.L.C.
PROJECT INFORMATION
SESEA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

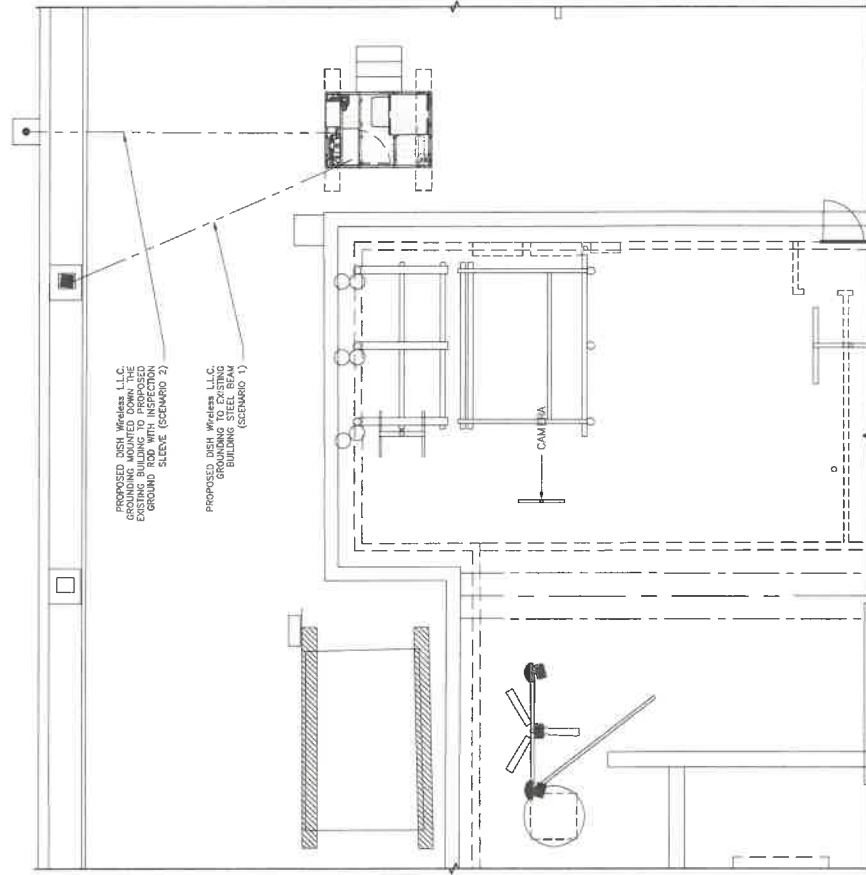
SHEET TITLE
ELECTRICAL
DETAILS
SHEET NUMBER
E-2

DISH Wireless LLC TEMPLATE VERSION 45 - 10/29/2021



651 W. GALENA PARK BLVD., STE. 101 | PHONE (801) 990-1779
DANAGER, UTAH 84020 | WWW.VECTORLLC.COM

Firm License Number: 2202
VSE Project Number: U3614-107-221



GROUNDING PLAN

1



NO SCALE

GROUNDING KEY NOTES

2

- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- #6 AWG STRANDED & INSULATED
- #2 AWG SOLID COPPER TINNED
- ▲ BRASS BAR INSULATOR



TEST GROUND ROD WITH INSPECTION SLEEVE

GROUNDING LEGEND

1. GROUNDING IS SHOWN DIAGNOMATICALLY ONLY.
2. CONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, THE NATIONAL FIRE PROTECTION ASSOCIATION, AND MANUFACTURER'S SPECIFICATIONS.
3. ALL GROUND CONDUCTORS SHALL BE COPPER; NO ALUMINUM CONDUCTORS SHALL BE USED.
4. NO EXOTHERMIC WELDING ON ROOFTOP

GROUNDING ROOFTOP KEY NOTES

- A. EXTERIOR GROUND RING: #2 AWG SOLID COPPER, BURIED AT A DEPTH OF AT LEAST 30 INCHES BELOW GRADE, OR 8 INCHES BELOW THE FIRST LINE AND APPROXIMATELY 24 INCHES FROM THE EXTERIOR WALL OR FOOTING.
- B. BOXED/DE GROUND SYSTEM: THE GROUND SYSTEM USING MINIMUM #2 AWG SOLID COPPER CONDUCTORS.
- C. INTERIOR GROUND RING: #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR EXTENDED AROUND THE PERIMETER OF THE BUILDING, INCLUDING THE ROOF, AND EXTENDING TO THE EXTERIOR GROUND RING WITHIN A SITE SHALL BE GROUND TO THE INTERIOR GROUND RING WITH #6 AWG STRANDED GREEN INSULATED CONDUCTOR.
- D. BOND TO INTERIOR GROUND RING: #2 AWG SOLID TINNED COPPER WIRE PRIMARY BONDING SHALL BE PROVIDED AT LEAST AT FOUR POINTS ON THE INTERIOR GROUND RING, LOCATED AT THE CORNERS OF THE BUILDING OR ROOM.
- E. GROUND ROD: 1/2" DIAMETER 6' LONG COPPER ROD SHALL BE INSTALLED WITH INSPECTION SLEEVES. GROUND RODS SHALL BE DRIVEN TO THE DEPTH OF GROUND RING CONDUCTOR.
- F. CELL REFERENCE GROUND BAR (CEGR): POINT OF GROUND REFERENCE FOR ALL COMMUNICATIONS EQUIPMENT FRAMES. ALL BONDS ARE MADE WITH #2 AWG UNLESS NOTED OTHERWISE STRANDED GREEN INSULATED COPPER CONDUCTORS. BOND TO COMMON BUILDING GROUND SYSTEM WITH (2) #2 SOLID TINNED COPPER CONDUCTORS.
- G. HATCH PLATE GROUND BAR: BOND TO THE COMMON BUILDING GROUND SYSTEM WITH TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS. WHEN A HATCH-PLATE AND A CELL REFERENCE GROUND BAR ARE USED, TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS EACH.
- H. EXTERIOR CABLE ENTRY: 200T GROUND BARS, LOCATED AT THE ENTRANCE TO THE CELL SITE ROOM, BOND TO GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTORS WITH MECHANICAL CONNECTIONS.
- I. TIE-CL GROUND BAR: BOND TO BOTH CELL REFERENCE GROUND BAR OR EXTERIOR GROUND RING.
- J. FRAME BONDING: THE BONDING POINT FOR TELECOM EQUIPMENT FRAMES SHALL BE THE GROUND BUS THAT IS NOT ISOLATED FROM THE EQUIPMENT METAL FRAMEWORK.
- K. INTERIOR UNIT BONDS: METAL FRAMES, CABINETS AND INDIVIDUAL METALLIC UNITS LOCATED WITHIN THE AREA OF INTERIOR GROUND RING.
- L. FENCE AND GATE GROUNDING: METAL FENCES SHALL BE BONDED TO THE COMMON BUILDING GROUND SYSTEM WITH TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS. NOT EXCEEDING 20 FEET. BONDS SHALL BE MADE AT EACH GATE POST AND ACROSS GATE OPENINGS.
- M. EXTERIOR LIMIT BONDING: METALLIC OBJECTS, EXTERNAL TO OR MOUNTED TO THE BUILDING, SHALL BE BONDED TO THE COMMON BUILDING GROUND SYSTEM USING #2 TINNED SOLID COPPER WIRE.
- N. ICE BRIDGE SUBSTITUTES: EACH ICE BRIDGE LEG SHALL BE BONDED TO THE GROUND RING WITH #2 AWG BARE TINNED COPPER CONDUCTOR. PROVIDE EXOTHERMIC WELDS AT BOTH THE ICE BRIDGE LEG AND BURIED GROUND RING.
- O. DURING ALL DC POWER SYSTEM CHANGES INCLUDING DC SYSTEM CHANGE OUTS, RECTIFIER REPLACEMENTS, INVERTER REPLACEMENTS, AND POWER SYSTEM REPAIRS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE DC POWER SYSTEM. IT SHALL BE REQUIRED THAT SERVICE CONTRACTORS VERIFY ALL DC POWER SYSTEMS ARE EQUIPPED WITH A MASTER DC SYSTEM RETURN GROUND REFERENCE GROUND BAR.
- P. ROOFTOP COLLECTOR BARS BAR IS TO BE MECHANICALLY BONDED TO COMMON BUILDING GROUND SYSTEM. REFER TO DISH Wireless LLC. GROUNDING NOTES.



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EXPIRES: 06/05/2025
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JAC JAC JAC JAC JAC

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
A	9/16/2022 3A 3A INCORPORATED
A	10/10/2022 ELECTRICAL REVISIONS
A	10/10/2022 3B3B FOR FINAL
A	11/07/2022 3B3B FOR FINAL
A	2/14/2023 COMMENTS FROM THE CITY
A	4/13/2023 REVISED EQUIPMENT LOCATION
A	5/22/2023 3B3B FOR FINAL
AME PROJECT NUMBER	
SESEA00377C	

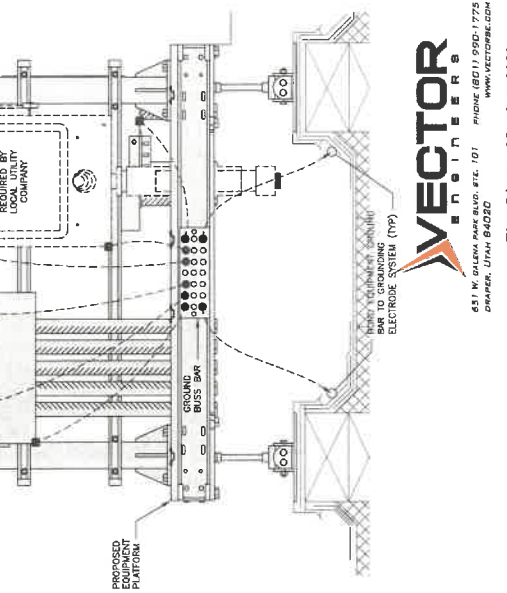
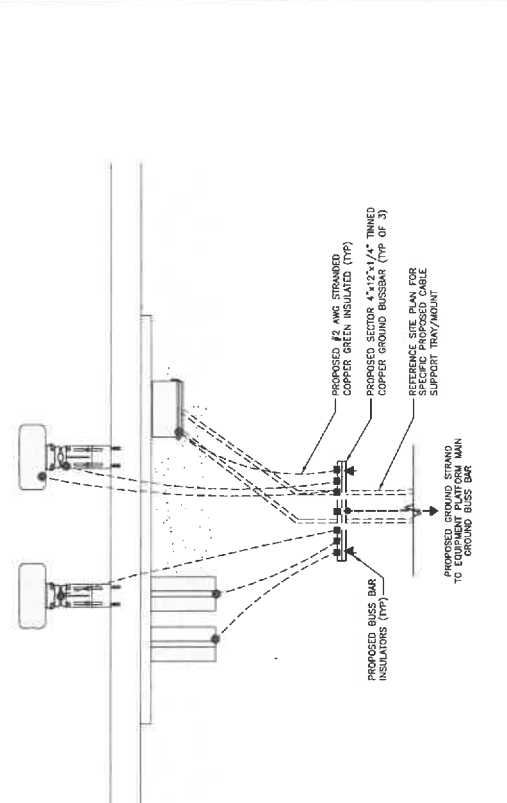
DISH Wireless LLC
PROJECT INFORMATION
SESEA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE

GROUNDING PLANS AND NOTES

SHEET NUMBER

G-1



IV

[illegible][illegible]

G-2

3

02	107-221	SCALE
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Number: 22	
Tr: U3614	N

License Number

Firm LA	SE Project	MAIL
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VSI
ING DETA

GROUND

-FRAME

i

[illegible]

2

SCALE	
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	NO
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[illegible]

3

LAN

ENDING P

NA GROUP

3. ANTENN

ROOF TOP

TYPICAL

[illegible]

9

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5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



CAMP+
ASSOCIATES

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DENVER, CO 80231
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EXPIRES: 06/05/2025

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JAC JAC JAC

RFDS REV #:

CONSTRUCTION DOCUMENTS

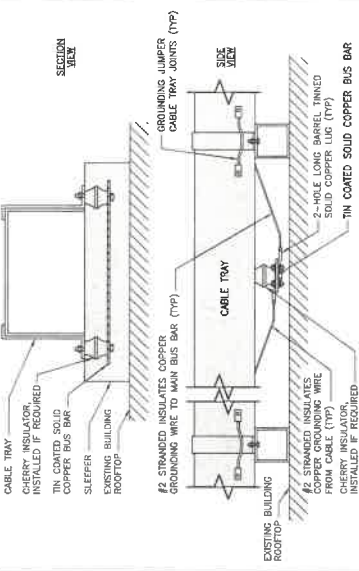
REV	DATE	DESCRIPTION
A	9/16/2022	DA MA INCORPORATED
A	10/16/2022	ELECTRICAL REVISIONS
A	10/26/2022	ISSUED FOR FINAL
A	11/07/2022	ISSUED FOR PERMIT
A	2/14/2023	COMMENTS FROM THE CITY
A	9/15/2023	REVISED EQUIPMENT LOCATION
A	9/22/2023	ISSUED FOR FINAL

AGE PROJECT NUMBER
SESEA00377C

DISH WIRELESS, LLC.
PROJECT INFORMATION
SESEA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE
GROUNDING DETAILS

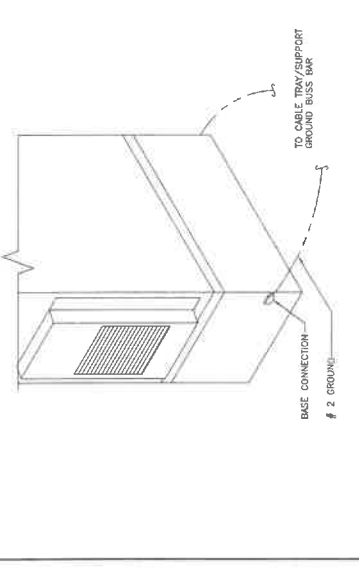
SHEET NUMBER
G-3



TYPICAL CABLE TRAY GROUND BUSS BAR

NO SCALE

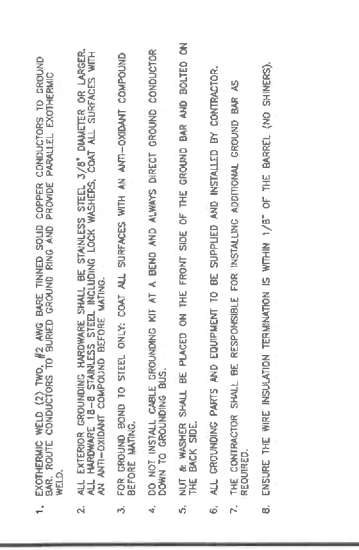
3



OUTDOOR CABINET GROUNDING

NO SCALE

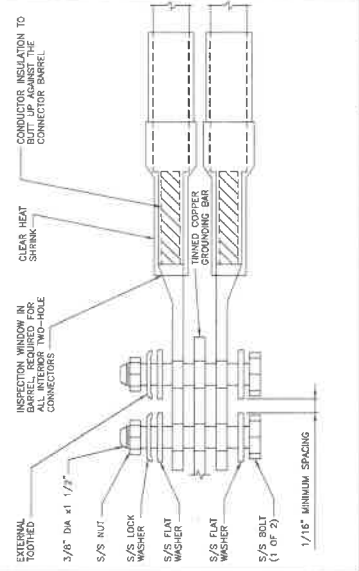
2



LUG DETAIL

NO SCALE

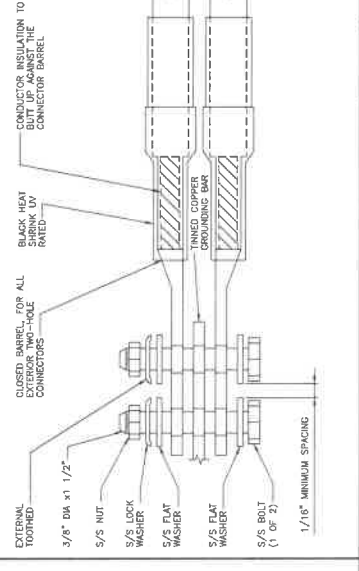
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TYPICAL INTERIOR TWO HOLE LUG

NO SCALE

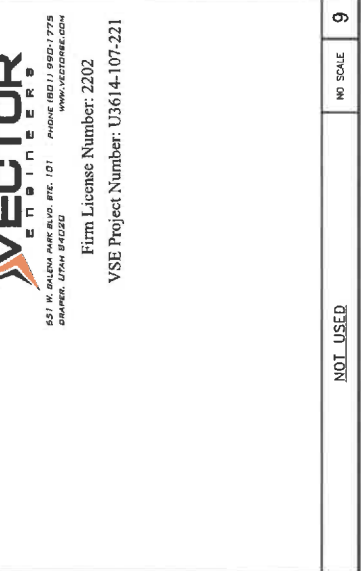
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TYPICAL EXTERIOR TWO HOLE LUG

NO SCALE

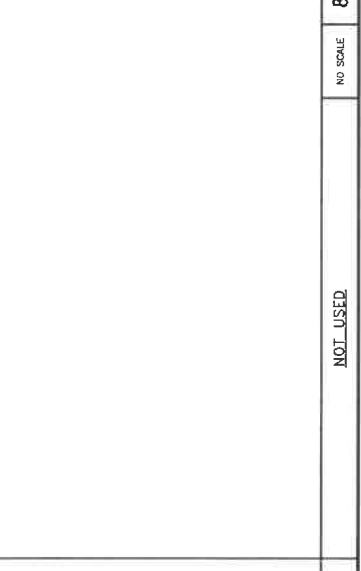
5



TYPICAL INTERIOR TWO HOLE LUG

NO SCALE

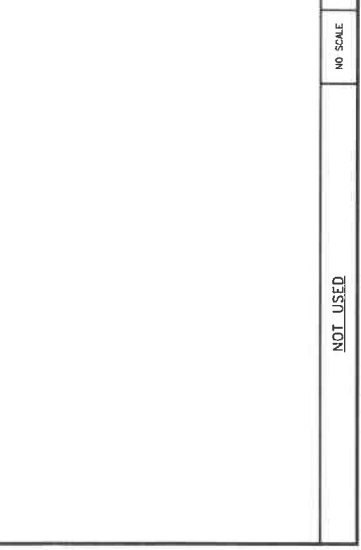
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TYPICAL EXTERIOR TWO HOLE LUG

NO SCALE

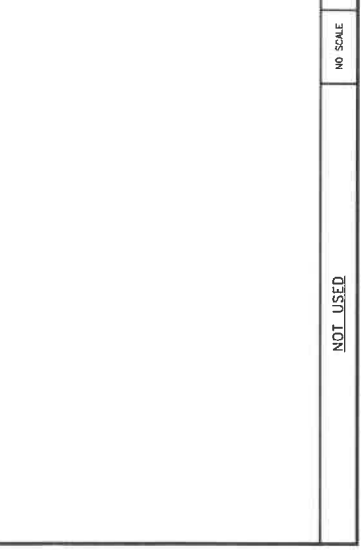
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TYPICAL INTERIOR TWO HOLE LUG

NO SCALE

4



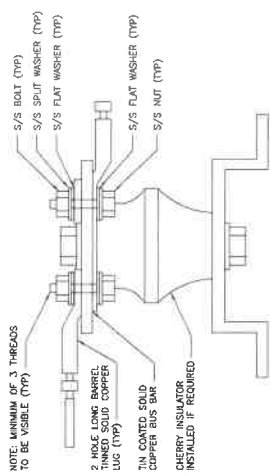
TYPICAL EXTERIOR TWO HOLE LUG

NO SCALE

5

1. EQUIPMENT VOLTAGE (V) SHALL BE BASE TYPED SOLID COPPER CONDUCTORS TO GROUND BUS ROUTE CONDUCTORS TO SLATED GROUND RING AND POWER PANELS. EXTERIOR WELD.
2. ALL EXTERIOR GROUNDING HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE (B-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
3. FOR GROUND BOND TO STEEL ONLY: COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
4. DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS.
5. THE GROUNDING BUS SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE.
6. ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED.
8. ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SHINERS).

TYPICAL GROUNDING NOTES



NOTE: MINIMUM OF 3 THREADS TO BE VISIBLE (TYP)



Firm License Number: 2202
VSE Project Number: U3614-107-221

NOT USED

NO SCALE

7

NOT USED

NO SCALE

8

NOT USED

NO SCALE

9

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

13519 N. GLENN PARK BLVD., SUITE 220
DENVER, CO 80231
PHONE: (303) 744-8392
WWW.CAMPASSOCIATES.COM

EXPIRES: 06/05/2025
IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS A LICENSEE, REGISTERED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

08/26/2023

DESIGNED BY: JAC
CHECKED BY: JAC
APPROVED BY: JAC
RFDS REV #:

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	9/18/2022	SA MA INCORPORATED
A	10/10/2022	ELECTRICAL REVISIONS
A	10/26/2022	ISSUED FOR FINAL
A	11/07/2022	ISSUED FOR PERMIT
A	2/14/2023	COMMENTS FROM THE CITY
A	4/12/2023	REVISED EQUIPMENT LOCATION
A	8/22/2023	ISSUED FOR FINAL

AKS PROJECT NUMBER
SESEA00377C

AKS WIRELESS LLC
PROJECT INFORMATION
SESEA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-4

PANDUIT GUBC500-6
UNIVERSAL BEAM GROUNDING, CLAMP

COPPER CONDUCTOR SIZE RANGE AWG	#6-500
FLANGE THICKNESS INCHES	0.250-0.075
STUD SIZE INCHES	1/2"
THREAD SIZE	1/2"-13
DIMENSIONS (LxWxH)	3.15" x 2.13" x 2.50"

NOTES:
1. UNIVERSAL, FITS ON A WIDE RANGE OF STANDARD (RANGE) AND WIDE FLANGE (PARALLEL) STRUCTURAL STEEL TYPES.
2. UL 487 LISTED FOR GROUNDING AND BONDING ONLY

BUILDING STEEL GROUNDING DETAIL

NO SCALE

NOT USED

NO SCALE

3

TYPICAL INDOOR ELECTRICAL ENCLOSURE BOX GROUNDING DETAIL

NO SCALE

NO SCALE

4

NOT USED

NO SCALE

7

TYPICAL GPS UNIT GROUNDING DETAIL

NO SCALE

NO SCALE

5

NOT USED

NO SCALE

8

651 W. GLENN PARK BLVD., STE. 107
DENVER, UTAH 84020
PHONE: (801) 990-1778
WWW.VECTORENGINEERS.COM

Firm License Number: 2202
YSE Project Number: U3614-107-221

NOT USED

NO SCALE

6

NOT USED

NO SCALE

9



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



250 4TH AVE. S., SUITE 200
EVANSTON, IL 60201
PHONE (630) 778-8500
FAX (630) 778-8538



004 2003.312

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ENGINEER TO SEAL OR SIGN ANY DOCUMENT
OR TO ALTER THE DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

JEG & LVM ERH MTM

RDS REV #:

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
1	09/22/23	PERMIT SUBMITTAL
2	09/27/23	PERMIT RESUBMITTAL

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AGE PROJECT NUMBER
SESEAD00377C

DISH Wireless, LLC.
PROJECT INFORMATION

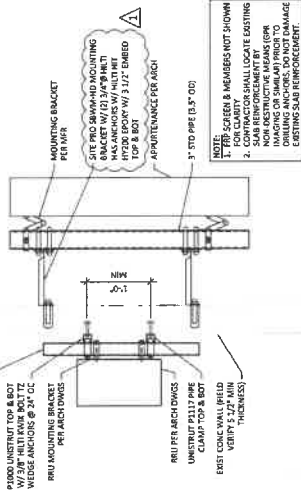
SESEAD00377C
2930 WEITMORE AVENUE
EVERETT, WA 98201

SHEET TITLE
STRUCTURAL DETAILS

SHEET NUMBER
S3.1

NOTES

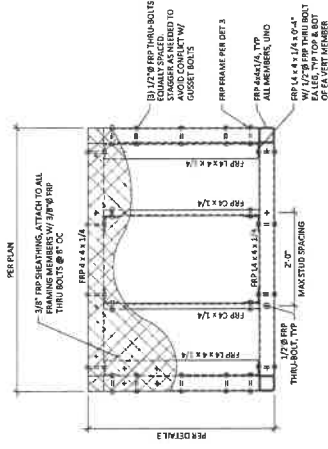
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
- CONTRACTOR SHALL MAINTAIN A 12" MINIMUM CLEARANCE BETWEEN THE PROPOSED APS UNIT, TRANSMITTER, ANTENNAS, AND EXISTING APS UNIT.



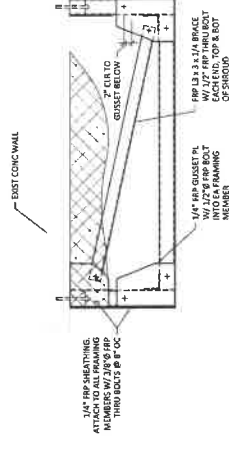
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SCALE: 1/4\"/>

2 APPURTENANCE ANCHORAGE TYPICAL DETAIL
SCALE: 1/4\"/>

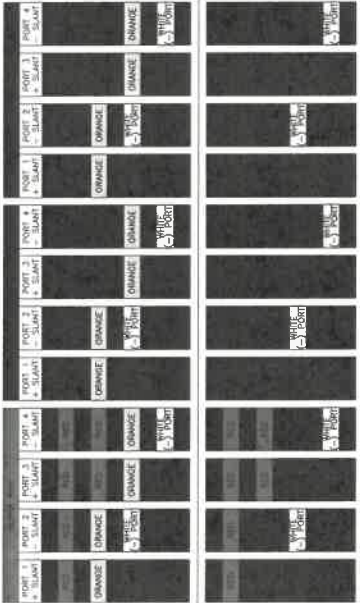
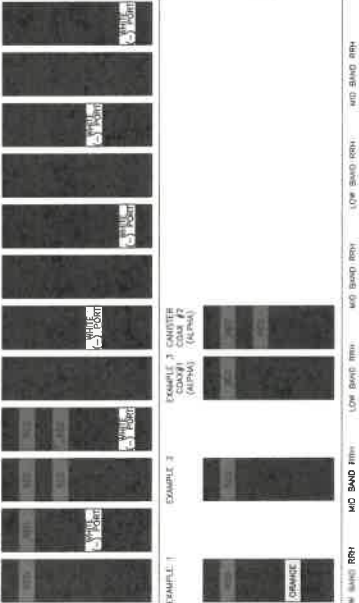
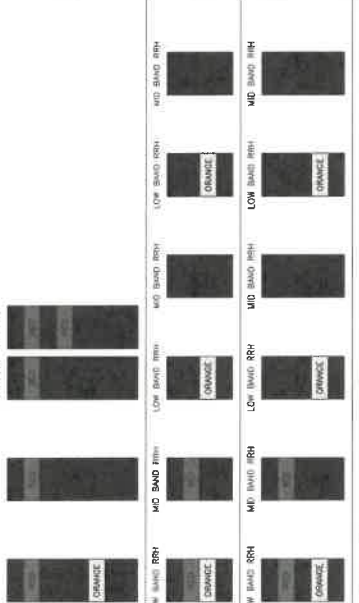
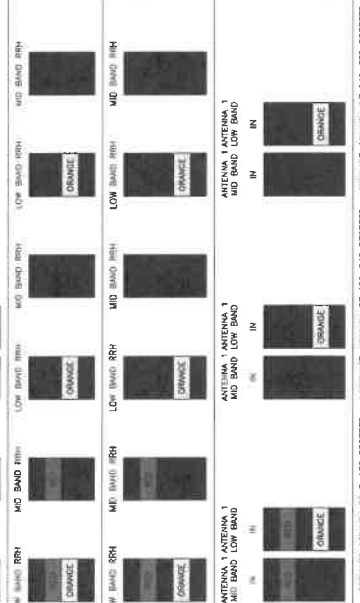
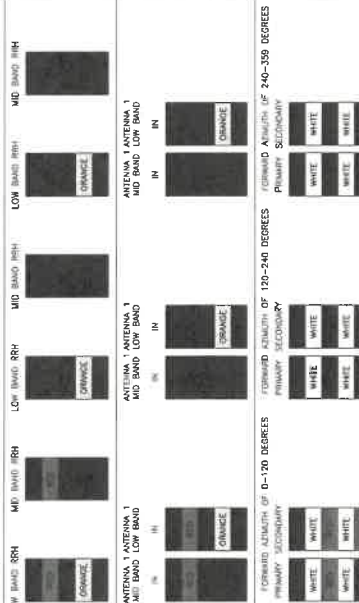
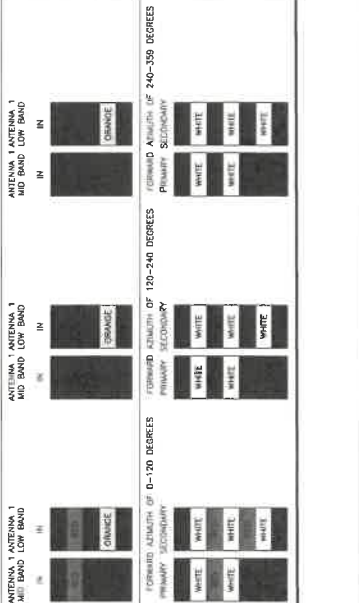
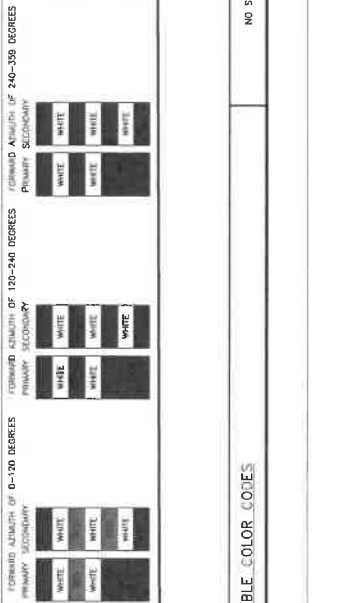
3 FRP FRAME DETAIL
SCALE: 3/4\"/>



4 FRP SCREEN FRONT ELEVATION
SCALE: 3/4\"/>



5 FRP SECTION TOP & BOTTOM
SCALE: 3/4\"/>

3/4" TAPE WIDTHS WITH 3/4" SPACING											
HYBRID/DISCREET CABLES											
LOW-BAND RRH (600 MHz K12 BASEBAND) + (800 MHz K12 BASEBAND) + (700 MHz K12 BASEBAND) - OPTIONAL PER MARKET AND FREQUENCY COLOR TO SECTOR BAND (CABLES WILL USE YELLOW BAND)											
											
MID-BAND RRH (AND BANDS MOUNTED) ADD FREQUENCY COLOR TO SECTOR BAND (CABLES WILL USE YELLOW BANDS)											
											
HYBRID/DISCREET CABLES INCLUDE SECTOR BANDS BEING SUPPORTED ALONG WITH FREQUENCY BANDS EXAMPLE 1 - HYBRID, OR DISCREET, SUPPORTS MID-BANDS, BOTH LOW-BANDS AND MID-BANDS EXAMPLE 2 - HYBRID, OR DISCREET, SUPPORTS CABLES ONLY, ALL SECTORS EXAMPLE 3 - MAIN COAX WITH GROUND MOUNTED RRHs.											
											
FIBER JUMPERS TO RRHs LOW-BAND RRH FIBER CABLES HAVE SECTOR STRIPE ONLY.											
											
POWER CABLES TO RRHs LOW-BAND RRH POWER CABLES HAVE SECTOR STRIPE ONLY.											
											
RET MOTORS AT ANTENNAS RET CONTROL IS HANDLED BY THE MID-BAND RRH WHEN ONE SET OF RET PORTS EXIST ON ANTENNA. SEPARATE RET CABLES ARE USED WHEN SEPARATE RET CABLES ARE REQUIRED FOR BOTH LOW AND MID BANDS.											
											
MICROWAVE RADIO LINKS LINKS WILL HAVE A 1.5-2 INCH WHITE WOMB WHICH WILL BE THE ASYMUTH COLOR OVERLAPPING IN THE MIDDLE. ADD ADDITIONAL SECTOR COLOR BANDS FOR EACH ADDITIONAL MW RADIO. MICROWAVE CABLES WILL REQUIRE P-TOUCH IDENTIFICATION AND BE USED TO IDENTIFY THE LOCAL AND REMOTE SITE ID'S.											
											

LOW BANDS (K12-K25)
OF FREQUENCY (K12)
ORANGE

APS
(N66-K7972-BLOCX)

NEGATIVE SLANT PORT
ON ANT/RRH
WHITE

CBRS TECH
(3 OH)

ALPHA SECTOR
BETA SECTOR
GAMMA SECTOR

COLOR IDENTIFIER

NO SCALE

2

NOT USED

NO SCALE

3

RF CABLE COLOR CODES

NO SCALE

1

NOT USED

NO SCALE

4



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



1915 N. GREEN RIVER BLVD 220
BOTHELL, WA 98041
PHONE: (425) 746-8332
WWW.CAMPASSOC.COM



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OR TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

JAC JAC JAC

REDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
1	10/16/2021	ELECTRICAL REVISIONS
2	10/26/2021	ISSUED FOR FINAL
3	11/07/2021	ISSUED FOR PERMIT
4	2/14/2023	COMMENTS FROM THE CITY
5	9/15/2023	REVISED EQUIPMENT LOCATION
6	9/22/2023	ISSUED FOR FINAL
7	9/27/2023	ISSUED FOR FINAL

AME PROJECT NUMBER
SESEA00377C

BSN WIRELESS LLC
PROJECT INFORMATION
SESEA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE
RF

CABLE COLOR CODE

SHEET NUMBER

RF-1



LEGEND

1. NOTICE TO PROCEED – NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE DISH Wireless LLC. AND TOWER OWNER NOC & THE DISH Wireless L.L.C. AND TOWER OWNER CONSTRUCTION MANAGER.

- [illegible]

3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.

4. ALL CONSTRUCTION MEANS AND METHODS, INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANS/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANS/ASSE A10.48 (LATEST EDITION) AND DISH Wireless LLC, AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANS/ASTM-332 (LATEST EDITION).

5. ALL SITE WORK TO COMPLY WITH DISH Wireless L.L.C. AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON DISH Wireless L.L.C. AND TOWER OWNER SITE AND LATEST VERSION OF ANSI/TIA-1019-A-2012 "STANDARD FOR CONSTRUCTION OF TOWER AND ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."

6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH Wireless L.L.C. AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.

7. ALL WATERMILLS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.

8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION

10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AND NOT RE-ENTERED INTO THE WORK. SHALL BE RELOCATED AS DIRECTED BY THE CITY ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF ANY SUCH PROTECTION. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY F) TRAFFIC CONTROL. SEE ATTACHED SPECIFICATIONS.

11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.

13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH Wireless LLC AND TOWER OWNER, AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, OR SHEDS.

15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.

17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.

18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.

20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.

21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND, FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR: GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION

CARRIER:DISH Wireless L.L.C.
TOWER OWNER:TOWER OWNER

2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARD CODES AND COMPLETENESS. NORMALLY, THESE DRAWINGS UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCATIONS, IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPERSON WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY-ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY-ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.

3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION OF CONSTRUCTION METHODS, MATERIALS, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.

4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.

5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD CONDITIONS, DIMENSIONS, AND LOCATIONS OF CONSTRUCTION ELEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FABRICATION OF ITEMS AND/OR CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.

6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER PDC AND TOWER OWNER.

7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.

8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.

11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.

12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH Wireless L.L.C. AND TOWER OWNER
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION

14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.



CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'_c) OF 3000 PSI AT 28 DAYS UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES, AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615, ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185, ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (f_y) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
 - #4 BARS AND SMALLER 40 ksi
 - #5 BARS AND LARGER 60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
 - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
 - CONCRETE EXPOSED TO EARTH OR WEATHER:
 - #6 BARS AND LARGER 2"
 - #5 BARS AND SMALLER 1-1/2"
 - CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
 - SLAB AND WALLS 3/4"
 - BEAMS AND COLUMNS 1-1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED. 22,000 AC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICORD TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID(S)).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. TIE WRAPS ARE NOT ALLOWED.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANS/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90° AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANS/IEEE AND THE NEC.
21. WIRERAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIRECLOD SPECIMATE WIRERAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE. MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NIPWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH Wireless L.L.C. AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICORD LABEL ON THE METER CENTER TO SHOW "Dish Wireless L.L.C.".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.



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IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	CHECKED BY:	APPROVED BY:
JAC	JAC	JAC
RIDS REV #:	---	---

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
A	10/18/2021 ELECTRICAL REVISIONS
A	10/26/2021 REVISION FOR FINAL
A	11/07/2021 REVISION FOR PERMIT
A	2/14/2023 COMMENTS FROM THE CITY
A	9/15/2023 REVISION TOWERMENT LOCATION
A	9/22/2023 REVISION FOR FINAL
A	9/27/2023 REVISION FOR FINAL

AAE PROJECT NUMBER
SESEA00377C

DISH Wireless L.L.C.
PROJECT INFORMATION
SESEA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-3

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GESS) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS. THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN TINNED SUPPLEMENTAL EQUIPMENT GROUND WIRES. #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS. OF THE GROUND BUS ARE PERMITTED.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 ft. OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING RING. THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING RING. LIGHTNING PROTECTION SYSTEMS AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY). DO NOT ATTACH GROUNDING TO THE SPRINKLER SYSTEM PIPES.



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DRAWN BY: JAC
CHECKED BY: JAC
APPROVED BY: JAC

REDS REV #:

CONSTRUCTION DOCUMENTS

REV	DATE	SUBMITTALS
A	10/26/2021	ELECTRICAL REVISIONS
A	10/26/2021	ISSUED FOR PERMIT
A	11/07/2021	COMMENTS FROM THE CITY
A	11/12/2021	REVISED EQUIPMENT LOCATION
A	11/22/2021	ISSUED FOR FINAL
A	11/27/2021	ISSUED FOR FINAL

A&E PROJECT NUMBER
SESEA00377C

DSH Wireless, LLC
PROJECT INFORMATION
SESEA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-4

EXHIBIT C

ENGINEERING STANDARD AND PRACTICES

[Engineering standard and practices attached]

WESTERN WASHINGTON COOPERATIVE INTERFERENCE COMMITTEE

WWCIC ENGINEERING STANDARD #6 REV. C (02-97)

FOR RADIO TRANSMITTING AND RECEIVING DEVICES AND FM BROADCAST

All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed.

The following engineering standards will be observed:

Transmitters in the 29.8 to 54 MHz range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB attenuation removed 1.0 MHz from the operating frequency.

Transmitters in the 66 to 88 MHz range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHz removed from the operating frequency.

Transmitters in the 88 to 108 MHz range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHz from the operating frequency.

Transmitters in the 88 to 108 MHz range at power levels above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHz from the operating frequency.

Transmitters in the 130 to 225 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency.

Transmitters in the 400 to 470 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 2.0 MHz removed from the operating frequency.

Transmitters in the 806 to 990 MHz range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHz removed from the operating frequency and 40 dB of attenuation at 20 MHz.

A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such as the first RF amplifier in a receiver which can re-radiate causing interference.

The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.

Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.

Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.

Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.

All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper strap or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. The site manager has the responsibility of providing a suitable ground for users.

Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.

Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals are prohibited.

Transmission lines are to be insulated from metallic structures/objects. It is the duty of installation personnel to prevent "diode junctions" from taking place.

All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be plastic coated.

All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency, (FCC, NTIA). There shall be no modifications which violate "FCC Type Acceptance."

It is recommended that all equipment be labeled with the owner's name and a current 24- hour telephone contact number, (service agency is acceptable).

Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors should be used on all coaxial cable connections to equipment enclosures. Gas, Gap, MOV and Silicone Avalanche Diode (SAD) protectors should be used in control, audio, telephone and power connections.

INTERFERENCE POLICY STATEMENT

In the event Radio Interference (RI) occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. If these standards are complied with, additional isolators, filters, cavities, etc. may be required. All equipment must be maintained in good working order and meet original manufacturer's and FCC specifications for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc. may be required to correct specific problems.

Involved systems not in full compliance with these standards will be asked to comply immediately at their own expense.

It is customary for the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem. It is also good practice to allow the affected receiver owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.

The PCS industry is developing the 2.0 Ghz band. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed by this committee as needed.

These are minimum standards of good engineering practice in the operation and maintenance of electronic sites. These standards will be revised as deemed necessary by the committee.

EXHIBIT D

MEMORANDUM OF LEASE

Upon Recording, Return to:

DISH Wireless L.L.C.
Attention: Lease Administration
5701 S. Santa Fe Dr.
Littleton, CO 80120
Re: SESEA00377C

(Space above for Recorder's Office)

MEMORANDUM OF DISH WIRELESS COMMUNICATIONS SITE LEASE

This Memorandum of Dish Wireless Communication Site Lease ("**Memorandum**") is made and effective as of the date the last party executes this Memorandum, by and between CITY OF EVERETT, a municipal corporation of the State of Washington ("**Lessor**"), and DISH Wireless L.L.C., a Colorado limited liability company ("**Lessee**"), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112. Lessee and Lessor are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**". This Memorandum is summarized as follows:

1. Lessor is the owner of a certain portion of real property located at 2930 Wetmore Avenue, Everett, WA 98208 being more particularly described in **Exhibit A**, attached hereto and made a part herein (the "**Property**").
2. Lessee and Lessor entered into that certain Dish Wireless Communication Site Lease with an effective date of _____, 2023, (the "**Lease**") for the purpose of installation, use, operation, modification, repair, maintenance, and removal of a wireless communications facility on a portion of the Property as more particularly described in **Exhibit B**, attached hereto and made a part herein ("**Premises**"), including certain right of ways for access and utilities as provided in the Lease.
3. The Lease has an Initial Term of ten (10) years commencing on the Commencement Date, as set forth in the Lease ("**Initial Term**"). The Initial Term shall automatically be renewed for up to two (2) additional terms of five (5) years each unless Lessee elects not to extend the Lease in the manner as prescribed in the Lease.

4. Duplicate copies of the originals of the Lease are in the possession of the Lessor and Lessee at the addresses set forth above and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.
5. The Lease contains and sets forth additional rights, terms, conditions, and obligations governing the Lease not enumerated within this Memorandum.
6. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire agreement between Lessor and Lessee with respect to the Premises and is hereby incorporated by reference. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this Memorandum, the terms of the Lease shall control. The rights and obligations set forth in the Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the day and year last written below.

LESSOR:

LESSEE:

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

DISH Wireless L.L.C.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Reminder of page intentionally left blank. Acknowledgement page follows.]

LICENSOR ACKNOWLEDGMENT

STATE OF _____)

SS)

COUNTY OF _____)

I certify that I know or have satisfactory evidence that Cassie Franklin signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Mayor of the City of Everett, a municipal corporation, to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of

Notary Public: _____

Title: _____

My commission

expires: _____

LICENSEE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, _____, a Notary Public, personally appeared _____, the _____ of **DISH Wireless L.L.C.**, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged that he/she, being authorized to do so, executed the foregoing instrument on behalf of the company for the purpose therein contained.

Witness my hand and seal this ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

(NOTARIAL SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, AND 28, REPLAT OF BLOCK 683, PLAT OF EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 49, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT BEGINNING AT A POINT 2 INCHES SOUTH OF THE NORTHEAST CORNER OF LOT 28;

THENCE NORTH TO SAID NORTHEAST CORNER;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 28 TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT, 6 INCHES;

THENCE EASTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF EVERETT, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

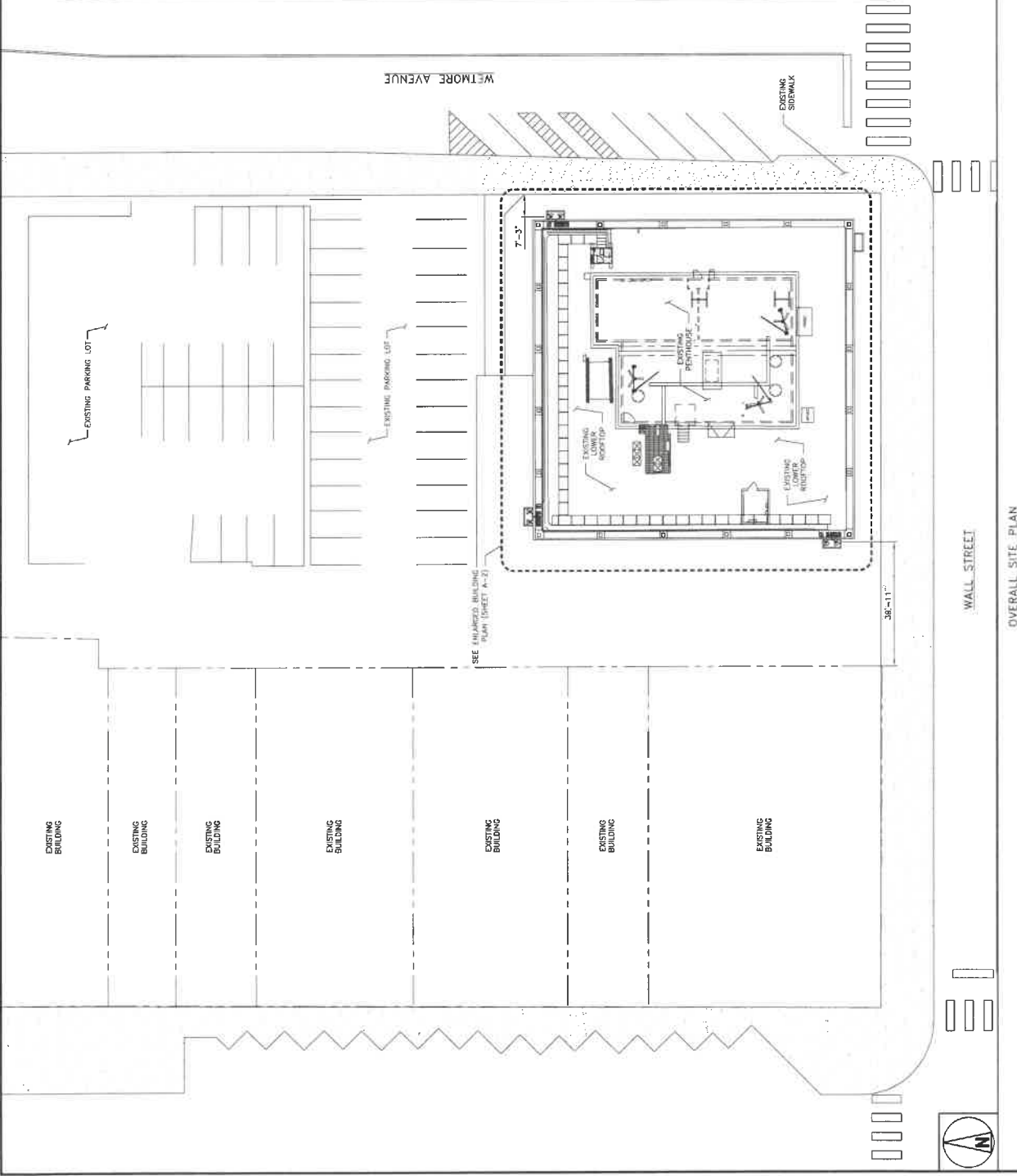
APN/Parcel ID(s): 006449-683-018-01

EXHIBIT B

PREMISES

[Plans attached showing the Premises]

- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.



OVERALL SITE PLAN

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

CAMP+ ASSOCIATES
18515 N. CREEK PARK, SUITE 220
KOTIHELL, WA 98011
PHONE: (425) 740-8382
WWW.CAMPASSOC.COM

STATE OF WASHINGTON
L. HUMM, P.E.
40535
PROFESSIONAL ENGINEER

IT IS A VIOLATION OF LAW FOR ANY PERSON TO SIGN THIS DRAWING OR ANY PART THEREOF AS A REGISTERED PROFESSIONAL ENGINEER WITHOUT BEING A LICENSED ENGINEER UNDER THE SEVERAL ACTS TO ALTER THIS DOCUMENT.

DRAWN BY: JAC
CHECKED BY: JAC
DATE: JAC
DATE: JAC

RTDS REV #:

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	10/24/2021	ELECTRICAL REVISIONS
A	10/24/2021	REVISED FOR FINAL
A	11/02/2021	REVISED FOR POWER
A	2/17/2023	COMMENTS FROM THE CITY
A	3/15/2023	REVISED EQUIPMENT LOCATION
A	3/27/2023	REVISED FOR FINAL
A	4/27/2023	REVISED FOR FINAL

AME PROJECT NUMBER
SESEA00377C

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
SESEA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE
OVERALL
SITE PLAN
SHEET NUMBER
A-1



**CAMP+
ASSOCIATES**

1915 N. CREEK PARK, SUITE 220
BOTHELL, WA 98111
PHONE (425) 744-6332
WWW.CAMPASSOCIATES.COM



IT IS A VIOLATION OF LAW FOR ANY PERSON
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER
TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

JAC JAC JAC

RFDS REV #:

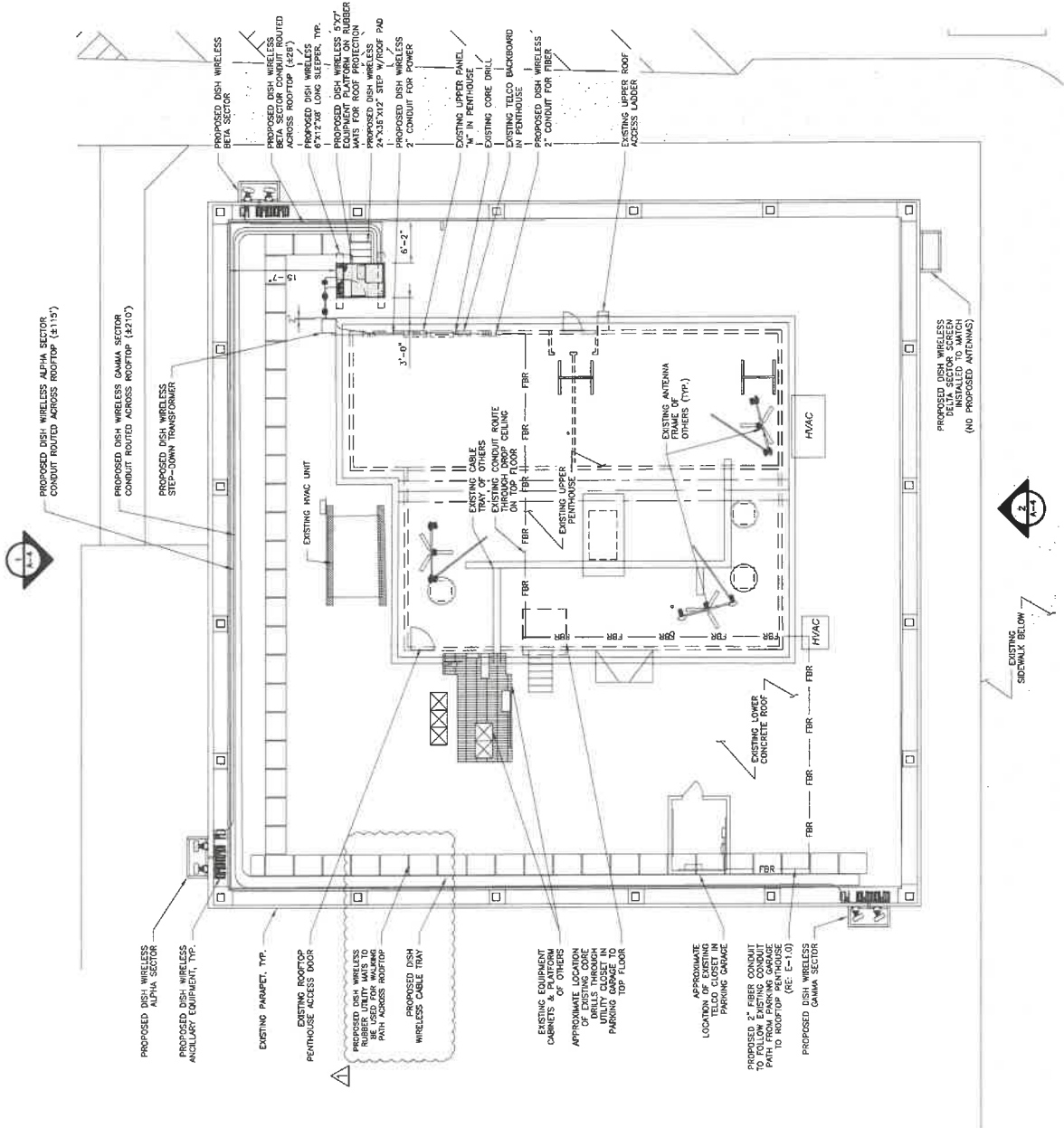
**CONSTRUCTION
DOCUMENTS**

SUBMITTALS	
REV	DATE DESCRIPTION
A	10/29/2023 ELECTRICAL REVISIONS
A	10/29/2023 ISOLATED FOR FINAL
A	10/29/2023 ISOLATED FOR FINAL
A	10/29/2023 COMMENTS FROM THE CITY
A	10/29/2023 REVISIONS TO THE CITY
A	10/29/2023 ISOLATED FOR FINAL
A	10/29/2023 ISOLATED FOR FINAL
JAE PROJECT NUMBER	
SESEA00377C	

DISH WIRELESS LLC
PROJECT INFORMATION
SESEA00377C
2930 WETMORE AVENUE
EVERETT, WA 98201

SHEET TITLE
ENLARGED BUILDING
PLAN

SHEET NUMBER
A-2



ENLARGED BUILDING PLAN

Project title: License Agreement with Glacier Northwest, Inc. at Ross Avenue

Council Bill # *interoffice use*

Agenda dates requested:

11/29/23

Briefing

Proposed action

Consent 11/29/23

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

License Agreement

Department(s) involved:

Real Property
Parks & Facilities,
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: License Agreement with Glacier Northwest, Inc. at Ross Avenue

Partner/Supplier: Glacier Northwest, Inc.

Location: 2222 Ross Avenue at Smith Island

Preceding action: License Agreement Renewal 1/1/2019

Fund: 145

Fiscal summary statement:

Glacier Northwest, Inc. (Glacier NW) seeks to enter into its fourth consecutive license agreement with the City to use air space above Ross Avenue at Smith Island for a conveyor system. The proposed license is for a term of 5 years starting with an annual fee of \$2,494.74, which will escalate at a rate of 5% per year.

Project summary statement:

Glacier NW operates a concrete plant and barge unloading facility on Smith Island. In 2003, the City granted a five-year license to Glacier NW to use air space above Ross Avenue at Smith Island for a conveyor system. A second and third license were granted in 2009 and 2019, respectively. Glacier NW seeks a new license to continue operation of the conveyor system. The conveyor system facilitates the transport of materials from the processing plant to the stock yard. The total square footage utilized by the conveyor is 525 square feet.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the license agreement with Glacier Northwest, Inc. at Ross Avenue.



STANDARD LICENSE TO USE CITY PROPERTY

This Standard License to Use City Property ("**License**") is made as of the Effective Date in Part A below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as Licensee in Part A below ("**Licensee**"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Licensee agree as follows:

A. SPECIFIC LICENSE PROVISIONS

The following definitions and provisions apply and are part of this License:

Licensee	Glacier Northwest, Inc.
	3450 S. 344th Way Suite 201
	Federal Way WA 98001
	snicholson@calportland.com
Effective Date	January 1, 2024
Term	from January 1, 2024 to December 31, 2028.
Licensed Property	A PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 29 N., RANGE 5 E., W.M., CITY OF EVERETT, SNOHOMISH COUNTY See Exhibit A for Full legal description
Rent	\$ 2,494.74 per annum or \$207.895 per month
Approved Use	Use of air space of the Property for the purpose of a conveyor system for transport of aggregate and other materials.
City Notice Address	Real Property Manager City of Everett 2930 Wetmore Ave., Suite 8A Everett, WA 98201
Licensee Insurance Contact Information	Durham and Bates Insurance c/o Dara Reffitt
	503-423-9491
	darar@dbates.com

Additional Provisions	The initial annual fee of \$2,494.74 shall escalate at a rate of 5% per year.
-----------------------	---

B. GENERAL LICENSE CONDITIONS

Unless specifically provided otherwise in the Specific License Provisions, the following provisions apply:

1. LICENSED PROPERTY. The City licenses to Licensee the Licensed Property. Licensee has examined the Licensed Property and is in all respects familiar with the Licensed Property and the improvements in the Licensed Property. Licensee accepts the Licensed Property and its improvements in their “as is” condition.

2. TERM. The Term of this License is as set forth in Part A, unless terminated earlier as set forth in this License.

3. TERMINATION. The City may terminate this License at any time and for any reason effective upon 30-days prior written notice to Licensee. The City may also terminate this License effective upon written notice to Licensee in the event of material breach of this License. These rights are in addition to any other rights at law or in equity.

4. RENT. During the term of this License, Licensee shall pay the Rent stated in Part A by the first day of each calendar month of the Term to:

Treasurer
City of Everett
2930 Wetmore Avenue
Everett, WA 98201

or such other place as the City may from time to time designate in writing. This amount includes Leasehold Excise Tax, if applicable.

5. USE. Licensee shall use the Licensed Property only for the Approved Use stated in Part A. Licensee shall not use or permit the use of the Licensed Property for any other use without the prior written consent of the City, which may be withheld at the City’s sole discretion. The Approved Use shall not interfere in any way with any the City use of the Licensed Property, including without limitation utilities and travel.

6. COMPLIANCE WITH LAW. Licensee shall not do anything or permit anything to be done in or about the Licensed Property which will in any way violate or conflict with any applicable federal, state or local law. Unless otherwise agreed in writing by the City, Licensee must at Licensee’s sole cost acquire all permits required by law or regulation necessary for the Approved Use.

7. INSPECTION AND RIGHT-OF-ENTRY. The City and its agents shall have the right, but not the duty, to inspect the Licensed Property at any time to determine whether Licensee is complying with the terms of this License.

8. MAINTENANCE OF LICENSED PROPERTY. Licensee shall at all times throughout the Term keep the Licensed Property in good order, condition and repair. Licensee shall maintain the Licensed Property in a clean, orderly and neat appearance, and shall not permit any offensive odors to emit from the Licensed Property and shall not commit waste nor permit any waste to be committed in the Licensed Property. Except to the extent this License specifically states otherwise, Licensee is responsible for maintenance of the Licensed Property. Licensee shall use care to avoid damaging or destroying the City property by reason of its operations pursuant to this License. Any damage caused by Licensee to the City or other property shall be promptly repaired or replaced by Licensee.

9. THE CITY'S ACCESS FOR REPAIRS. The City reserves the right to make repairs, alterations, connections or extensions to the Licensed Property as the City deems necessary, and Licensee shall permit the City to enter the Licensed Property for this purpose at any time.

10. ALTERATIONS; SIGNS. Licensee shall not make or permit to be made any alterations, additions, improvements or installations in or to the Licensed Property (including telecommunication facilities), or place signs or other displays visible from outside of the Licensed Property, without first obtaining the written consent of the City, which may be withheld in the City's sole discretion. Prior to any alteration of the Licensed Property, the Licensee will supply the City with a drawing and any necessary specifications relating to its proposed alteration of the Licensed Property. The City's review, comments, and approval shall not create any City liability for any action or inaction relating to such review, and Licensee shall remain wholly responsible for the safety, adequacy, suitability, utility, and constructability of its alteration.

11. SUBLETTING AND ASSIGNMENT. This License is personal to the Licensee and may not be transferred, assigned, subletted, conveyed, pledged, encumbered, or hypothecated.

12. SURRENDER OF LICENSED PROPERTY. Licensee shall, at the expiration or earlier termination of this License, surrender and deliver the Licensed Property to the City (i) in as good condition as when received by Licensee from the City or as later improved, reasonable use and wear excepted, and (ii) free from any occupancy by any person.

13. INDEMNIFICATION.

(a) Indemnity. Licensee shall indemnify, defend and hold harmless the City against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to (a) Licensee's use of the Licensed Property or from the conduct of Licensee's business or from any activity, work, or other things done or permitted by Licensee in or about the Licensed Property, (b) any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this License, (c) any act or omission, negligence or willful misconduct of Licensee, or any officer, agent, employee, guest, or invitee of Licensee, and from all costs, damages, attorneys' fees and liabilities incurred in defense of any such claim in any action or proceeding brought thereon. Licensee, as a material part of the consideration to the City, hereby assumes all risk of damage to property or injury to persons in, upon or about the Licensed Property from any cause other than and to the extent of the City's gross negligence or willful misconduct. Licensee shall give prompt notice to the City in case of casualty or accident in the Licensed Property. This Section shall survive the expiration or

termination of this License. For the purposes of this License, the claims, actions, damages, liability and expenses for which Licensee must indemnify, defend and hold harmless the City are referred to as “**Covered Claims**”.

(b) Concurrent Fault. This Section does not purport to indemnify the City against liability for Covered Claims caused by or resulting from the sole gross negligence or willful misconduct of the City, its officers, employees and agents. If Covered Claims are caused by or result from the concurrent negligence of (i) the City, its officers, employees or agents, and (ii) Licensee, its agents, servants, employees, officers, subcontractors, sublicensees, sublicensees, successors or assigns, then this Section will provide the City the maximum indemnification permitted by law.

(c) Washington Law. This Section is specifically and expressly intended to constitute a waiver of Licensee's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the full extent necessary to provide the City with a full and complete indemnity from claims made by Licensee and its employees, to maximum extent allowed by law. THE CITY AND LICENSEE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

(d) Waiver and Release. The City shall not be liable to Licensee, or its directors, officers, shareholders, agents, employees, invitees, sublicensees, contractors or licensees, for any loss, injury or damage to Licensee or any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless, and then only to the extent, it is caused by or results from the gross negligence or willful misconduct of the City or its employees without contributory negligence on the part of Licensee or any of its directors, officers, shareholders, employees, agents, invitees, sublicensees, licensees or contractors. As a material part of the consideration to the City for this License, Licensee hereby waives and releases all claims against the City with respect to all matters for which the City has disclaimed liability pursuant to the provisions of this License.

14. INSURANCE/WAIVER OF SUBROGATION.

(a) Licensee Insurance. Licensee shall, throughout the Term, at its own expense, keep and maintain in full force and effect the following policy, which shall be endorsed as needed to provide that the insurance afforded by the policy is primary and that all insurance or self-insured retention carried or maintained by the City is strictly excess and secondary and shall not contribute with Licensee's liability insurance:

A policy of commercial general liability insurance insuring against claims of bodily injury and death or property damage or loss with a combined single limit at the Effective Date of this License of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Licensee shall include the City as an additional insured.

The insurance policy required under this Section shall be with companies having a rating according to Best's Insurance Key Rating Guide for Property – Casualties of no less than A- Class VIII. Licensee shall not allow the policy to lapse, be cancelled or reduced without providing prior written notice to City. Licensee shall deliver to the City, prior to the commencement of its

occupation of the Licensed Property and from time to time thereafter, at the City's request, certificates evidencing the existence and amounts of such policy and copies of such insurance policy.

(b) Waiver of Subrogation. Licensee intends that its property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Licensee hereby agrees to look solely to, and seek recovery only from, its respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. Licensee hereby waives all rights and claims for such losses, and waives all rights of subrogation of its respective insurers, provided such waiver of subrogation shall not affect the rights to the insured to recover thereunder. Licensee agrees that its respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

15. HAZARDOUS MATERIALS.

(a) Licensee shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about the Licensed Property; provided, however, Licensee shall be permitted without notice or the City's written consent to handle, store, use or dispose of products containing small quantities of Hazardous Materials, such as ordinary cleaning and ordinary maintenance products used by Licensee for cleaning and maintenance in the reasonable and prudent conduct of the Approved Use on the Licensed Property. Licensee further covenants and agrees that at all times during the Term of this License, Licensee shall comply with all applicable Environmental Laws (as defined below), now or hereafter in effect, regulating Licensee's occupation and/or operation and/or use of the Licensed Property.

(b) **"Hazardous Materials"** means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons.

(c) **"Environmental Laws"** means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating, to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control

Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).

(d) All portions of this Section shall survive the expiration or termination of this License.

16. MISCELLANEOUS

(a) Notices. All notices to be given by the parties shall be in writing and may either be served personally, delivered by overnight courier (such as UPS or Fed Ex) or deposited in the United States mail, postage prepaid, by either registered or certified mail to the notice addresses provided in Part A of this License. A party may change its notice address effective on written notice to the other party. All such notices shall be deemed delivered and effective on the earlier of (i) the date received or refused for delivery, or (ii) five (5) calendar days after having been deposited in the United States Postal Service, postage prepaid. In lieu of the foregoing, the City may deliver any notice to the Licensee's email address in Part A, in which case the notice shall be deemed delivered and effective upon sending.

(b) No Waiver of Covenants. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. The subsequent acceptance of Rent by the City shall not be deemed to be a waiver of any preceding breach by Licensee of any agreement, condition or provision of this License, other than the failure of Licensee to pay the particular Rent so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such Rent. One or more waivers of any breach of any covenant, term, or condition of this License shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

(c) No Consequential Damages. Notwithstanding any contrary provision herein, the City shall not be liable under any circumstances for injury or damage to, or interference with, Licensee's business, or for any consequential, incidental or special damages, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

(d) Joint and Several Liability. If Licensee is composed of more than one signatory to this License, each signatory shall be jointly and severally liable with each other signatory for payment and performance according to this License. The act of, notice to, notice from, refund to or signature of, any signatory to this License (including, without limitation, modifications of this License made by fewer than all such signatories) shall bind every other signatory as though every other signatory had so acted, or received or given the notice or refund, or signed.

(e) Nature of License. The City does not warrant its title or ownership of the Licensed Property. This License is not exclusive. The City is not prohibited from granting permission to others to occupy or use portions of the Licensed Property where such uses are not inconsistent with this License. The City reserves all rights not expressly granted by this License. This License does not create any rights in any third party.

(f) Risk of Loss to Licensee's Property. Licensee bears all risk of any and all damage and loss to Licensee's property being on the Licensed Property.

(g) Entire Agreement; Amendment. This License represents the entire agreement between the parties relating to the Licensed Property and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties, with the Mayor signing on behalf of the City and a representative of Licensee signing on behalf of Licensee.

(h) Severability. If any provision of this License or any application hereof shall be found to be invalid or unenforceable, for any reason, such provisions shall be enforceable to the maximum extent permitted by law and the remainder of this License and any other application of such provision shall not be affected thereby.

(i) Choice of Law and Venue. This License shall be administered and interpreted under the laws of the State of Washington. Exclusive venue for litigation arising from or relating to this License shall be in Snohomish County, Washington.

(j) Additional Provision(s). The parties will comply with any Additional Provision(s) in Part A. If an Additional Provision contains an obligation concerning events or conduct after the termination of this License, then the obligation survives the termination.

(k) Survivability. All clauses of this License that require performance beyond the expiration of termination of the License shall survive such termination or expiration.

(l) Counterparts / Signatures. This License may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single License. Both parties agree that electronic signatures, copies of signatures by photocopy, email, pdf or fax shall be considered equivalent to handwritten signatures executed on paper. Scanned copies of a signature will be considered the same as a handwritten signature. AdobeSign signatures are fully binding.

[signatures on following page(s)]

IN WITNESS WHEREOF, the City and Licensee have executed this License.

**CITY OF EVERETT
WASHINGTON**

GLACIER NORTHWEST, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Scott Nicholson

Signer's Email Address: snicholson@calportland.com

Title of Signer: Vice President/General Manager

Date

ATTEST

Office of the City Clerk

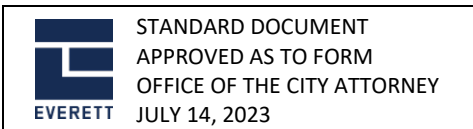


EXHIBIT A

That portion of Government Lot 1, Section 8, Twp. 29 N., R. 5. E., W.M., described as follows:

Beginning at a point on the easterly right-of-way line of SR 529 that bears S 78°-55'-57" E perpendicular to the l3 line of said SR 529, 100 feet from State Highway Engineer's Station l3 118_57.13, as shown on State Highway Map "SR 529 Everett North" approved January 22, 1952; thence S 78°-55'-57" E. 199.70 feet; thence southeasterly along the arc of a curve, the radius center of which bears S 11°-04'-03" W 173.80 feet, through a central angle of 29°-41'-00" an arc distance of 90.04 feet; thence S 49°-14'-57" E 74.18 feet; thence S 40°-46'-03" W about 306 feet to the dike line of the Snohomish River; thence westerly along said dike to a line 100.00 feet easterly of and parallel with said l3 line; thence N 11°-04'-03" E along said parallel line about 297 feet to the point of beginning.

Common (street) address: 2222 Ross Avenue, Everett, WA. 98205-3208

Project title: Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Jacobs Engineering Group, Inc.

Council Bill #**Agenda dates requested:**

November 15, 2023

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No**Budget amendment:**Yes ☒ No**PowerPoint presentation:**Yes ☒ No**Attachments:**

Contract Amendment #1

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RS

Department head

Administration

Council President

Consideration: Amendment to Professional Services Agreement**Project:** 41st Street to Rucker Avenue Corridor Phase 2**Partner/Supplier:** Jacobs Engineering Group, Inc**Location:** 41st Street to W. Marine View Drive**Preceding action:** Council authorized original PSA 9/14/2022**Fund:** 303 – Public Works Improvement Projects**Fiscal summary statement:**

This amendment is a time extension only. The total cost of this agreement remains unchanged.

Project summary statement:

Phase 1 improvements to the corridor consisting of intersection improvements at 41st & Rucker, Rucker & Pacific, and Pacific & W. Marine View Drive were completed in 2018.

The City received Connecting Washington funding for Phase 2 Improvements to the arterial corridor from I-5 & 41st to West Marine View Drive. This phase 2 of the project will provide additional improvements to the corridor to improve freight mobility and increase pedestrian safety.

Jacobs Engineering Group, Inc is continuing to provide support to the City throughout the alternative evaluation process, which is expected to be completed by 12/31/2024.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Jacobs Engineering Group, Inc.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Jacobs Engineering Group, Inc.
City Project Manager	Tom Hood
	thood@everettwa.gov
Original Agreement Date	9/19/2022

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2024 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	Enter amount, if applicable
	Compensation Added (or Subtracted) by this Amendment	Enter amount, if applicable
	Maximum Compensation Amount After this Amendment	Enter amount, if applicable

Changes to Scope of Work	<div>Click for Dropdown Menu I</div> <div>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</div>
Other Amendments	<div>Enter other changes to the Agreement, if any.</div>
Standard Amendment Provisions	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>
	<p>This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.</p>

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

JACOBS ENGINEERING GROUP, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Matt Ringstad

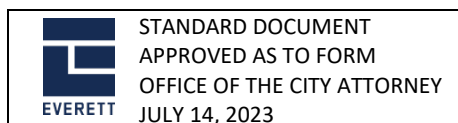
Signer's Email Address: matt.ringstad@jacobs.com

Title of Signer: Manager of Projects

Date

ATTEST

Office of the City Clerk



Project title: Adopt a Resolution Declaring a 2005 Chevrolet Express 2500 Cargo Van (V0152) Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

November 29, 2023

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

Yes ☒ x No

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project: Resolution declaring a 2005 Chevrolet Express 2500 Cargo Van (V0152) Surplus

Partner/Supplier:

Location:

Preceding action:

Fund: 401 Utilities

Fiscal summary statement

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

Project summary statement:

The Public Works Department, Utilities Division owns a 2005 Chevrolet Express 2500 Cargo Van (V0152). V0152 has 103,963 miles and is scheduled to be replaced based on age, mileage, and maintenance cost scoring.

V0152 has been replaced by V0349, a 2023 Ford Transit low roof Cargo Van.

The estimated surplus value is \$8,200.00.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2005 Chevrolet Express 2500 Cargo Van (V0152) surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2005 Chevrolet Express 2500 Cargo Van (V0152) surplus and authorizing for sale at public auction.

WHEREAS,

1. The City has a 2005 Chevrolet Express 2500 Cargo Van (V0152); and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2005 Chevrolet Express 2500 Cargo Van (V0152)
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2023.

Council President



Project title: Award and Authorize the Purchase of Five Fully Electric Fixed Route Transit Buses from Gillig LLC Using the Washington State Department of Enterprise Services Contract #06719-01/EVT #2021-021

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:

November 29, 2023

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Quote

Department(s) involved:

Procurement & Transit

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Purchase of Five Fully Electric Fixed Route Transit Buses

Partner/Supplier: Gillig LLC

Location: *If relevant*

Preceding action: *Previous council /committee*

Fund: 425

Fiscal summary statement:

Everett Transit submitted two (2) Congressionally Directed Spending (CDS) requests to procure fully electric buses. The requests were approved, and funding for five (5) buses will be provided by the Federal Transit Administration (FTA).

- Fiscal Year (FY) 2022 in the amount of \$2,600,000, and
- Fiscal Year (FY) 2023 in the amount of \$2,000,000.

The City will match \$458,824 towards the FY 2022 and \$500,000 towards the FY 2023 grants through Fund 425. However, the total cost of the buses exceeds the funding received and required match. Therefore, the City will contribute an additional \$916,976 in funds to cover the costs through Fund 425. The initial purchase expense is funded through Fund 425 and will be reimbursed by the grants.

The bus cost is \$1,263,802 x 5 = \$6,319,010. The price of the buses is exempt from sales tax per WA RCW 82.04.4496 and RCW 82.12.020. Minor modifications may be made during the manufacturing of the buses.

Project summary statement:

Everett Transit needs five fully electric fixed-route transit buses with inductive charging and standard plug-in charging capability to replace existing diesel buses. The new zero-emission buses will reduce the diesel engine emissions emitted into the atmosphere by transportation services.

The buses will be purchased through a Washington State Department of Enterprise Services contract #06719-01/EVT #2021-121, which allows for purchases from competitively awarded contracts instead of soliciting bids on our own.

Recommendation (exact action requested of Council):

Award and authorize the purchase of five fully electric fixed route transit buses from Gillig LLC using the Washington State Department of Enterprise Services contract #06719-01/EVT #2021-021 for a total of \$6,319,010.

September 20, 2023

Mr. Tom Hingson
Director of Transportation Services
Everett Transit
3225 Cedar Street
Everett, WA. 98201

RE: PRICE QUOTE FOR FIVE (5) 35' BATTERY ELECTRIC LOW FLOOR BUS'S

Dear Mr. Hingson:

Thank you for your interest in purchasing five (5) 35' Battery Electric Low Floor Bus's including the bus mounted Momentum Dynamics Inductive 300 KW Charging Receiver using the State of Washington contract (RFP# 2020 06719-01).

Attached you will find the price variance that would pertain to your order. Gillig is pleased to quote the following:

FIVE (5) 35' BATTERY ELECTRIC LOW FLOOR BUS'S \$1,263,802.00 each

This quote letter is valid until November 30, 2023 and is FOB Everett, WA. Price does not include sales tax and no license fees. The production start date of the buses will be within 20 to 24 months from receipt of a firm purchase order.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact me at 510-867-5108.

Sincerely,



Lee Petersen
Regional Sales Manager

PRICE VARIANCE

9/20/2023

EVERETT, WA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(5) 35' BATTERY ELECTRIC LOW FLOOR PLUS BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	EVERETT, WA	VARIANCE
EXTERIOR STYLING PACKAGE	LOW FLOOR PLUS	LOW FLOOR PLUS	-
CUMMINS EV TRACTION MOTOR, INVERTERS & POWER MANAGEMENT SYSTEMS	INCLUDED	REQUIRED	-
ESS ENERGY STORAGE SYSTEM WITH 6 BATTERY PACKS	INCLUDED	REQUIRED	-
DEPOT PLUG-IN CHARGING PORT PER SAE J1772	(1) CCS TYPE 1 CONNECTOR (REAR - CURBSIDE)	(2) CCS TYPE 1 CONNECTOR (REAR - CURBSIDE & STREET SIDE)	3,850.00
MOMENTUM DYNAMICS 300KW/ INDUCTIVE CHARGING BUS RECEIVER	NOT INCLUDED	REQUIRED	101,412.00
COOLANT FILTER FOR EBUS APPLICATION	INCLUDED	REQUIRED	-
BRAKES	DISC BRAKES	DISC BRAKES	-
AXLE HUB SEALS	GREASE SEALS	OIL SEALS	-
MERITOR FRONT & REAR AXLES	INCLUDED	REQUIRED	-
MAGNETIC AXLE DRAIN PLUGS	INCLUDED	REQUIRED	-
ELECTRONIC STABILITY CONTROL	INCLUDED	REQUIRED	-
AUTOMATIC TRACTION CONTROL	INCLUDED	REQUIRED	-
HILL HOLDER SWITCH ON DASH	NOT INCLUDED	REQUIRED W/RED EXTENSION ON DASH SWITCH	125.00
HUBODOMETER	NOT INCLUDED	NOT REQUIRED	-
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
WHEELS	ALUMINUM FULL POLISHED WHEELS	ALUMINUM FULL POLISHED WHEELS	-
DURAFLANGE WHEELS	NOT INCLUDED	NOT REQUIRED	-
TIRES	CUSTOMER SUPPLIED	GILLIG SUPPLIED	5,432.00
ELECTRIC STEERING ASSIST	NOT INCLUDED	REQUIRED	2,797.00
STD DOUGLASS STEERING COLUMN	STD DOUGLASS STEERING COLUMN	STD DOUGLASS STEERING COLUMN W/ TURN SIGNAL CONTROL & HIGH BEAM SWITCH MOUNTED ON COLUMN	210.00
VIP STEERING WHEEL FOR EASY STEER SYSTEM	NOT INCLUDED	STD 20" VIP TEXTURED STEERING WHEEL W/ 2" DISH	110.00
ONSPOT DROP DOWN AUTOMATIC CHAINS	NOT INCLUDED	NOT REQUIRED	-
FUEL FILL	NOT INCLUDED	NOT REQUIRED	-
DASH FUEL GAUGE	NOT INCLUDED	NOT REQUIRED	-
OIL PRESURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	ELECTRIC PROGRAMMABLE GAUGE	ELECTRIC PROGRAMMABLE GAUGE W/ EXTERIOR ACCESS DOOR	75.00
ELECTRIC HYDRAULIC PUMP	INCLUDED	REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	NOT REQUIRED	-
AD-IP AIR DRYER FOR EBUS APPLICATION	INCLUDED	REQUIRED	-
ENGINE SKID PROTECTION	NOT INCLUDED	REQUIRED W/ EXTENDED TOW EYES	377.00
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
REAR HAND THROTTLE	NOT INCLUDED	NOT REQUIRED	-
LEVEL 2 INSULATION	INCLUDED	REQUIRED	-
BATTERY TYPE	(2) ODYSSEY AGM GROUP 31	(2) ODYSSEY AGM GROUP 31	-
BATTERY JUMP START CONN	INCLUDED (REAR CONNECTION)	NOT REQUIRED	(140.00)
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18	-

PRICE VARIANCE

9/20/2023

EVERETT, WA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(5) 35' BATTERY ELECTRIC LOW FLOOR PLUS BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	EVERETT, WA	VARIANCE
TK-TE18 ELECTRIC HVAC SYSTEM	INCLUDED	REQUIRED W/ MERV 7 (BEST AVAILABLE CURRENTLY) FILTER	-
OUTSIDE FRESH AIR INTAKE	NOT INCLUDED	REQUIRED	725.00
REFRIGERANT	R407C	R407C	-
REFRIGERANT PRESSURE DISPLAY	NOT INCLUDED	NOT REQUIRED	-
DRIVERS HEATER MOTORS	BRUSHLESS	BRUSHLESS	-
FRESH AIR MAKE-UP	NOT INCLUDED	REQUIRED	671.00
EBUS COLD WEATHER PACKAGE W/ DIESEL & ELECTRIC FIRED AUXILIARY COOLANT HEATER	NOT INCLUDED	REQUIRED	5,560.00
EBUS COLD WEATHER FRONT THRESHOLD HEATER AND REAR CURB SIDE HEATER	NOT INCLUDED	REQUIRED	1,200.00
USSC ACTIVE AIR SYSTEM TO HVAC SYSTEM	NOT INCLUDED	NOT REQUIRED	-
REAR STREET SIDE FLOOR HEATER	NOT INCLUDED	NOT REQUIRED	-
STREETSIDE HEATER	NOT INCLUDED	NOT REQUIRED	-
EXIT DOOR HEATER	NOT INCLUDED	NOT REQUIRED	-
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
DASH FAN(S)	NOT INCLUDED	(2) REQUIRED	178.00
SENSITIVE EDGE	NOT INCLUDED	NOT REQUIRED	-
REAR DOOR	34" AIR OPEN/SPRING CLOSE	34" AIR OPEN/SPRING CLOSE	-
FRONT & REAR DOOR MOTORS	AIR OPERATED	AIR OPERATED	-
VAPOR ELECTRONIC DOOR CONTROL W/ BUTTONS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT INCLUDED	REQUIRED	162.00
ELECTRICAL EQUIPMENT CABINET	44" W/(2) FANS	44" W/(2) FANS W/ 2 DOORS	130.00
ELECTRICAL EQUIPMENT CABINET INTERIOR LIGHTS	NOT INCLUDED	REQUIRED	100.00
CS WHEELWELL PACKAGE RACK	NOT INCLUDED	REQUIRED	125.00
CS WHEELWELL STORAGE BOX	NOT INCLUDED	NOT REQUIRED	-
RAPTOR PROTECTION TO CS & SS INTERIOR WHEELWELLS	NOT INCLUDED	REQUIRED	300.00
PASSENGER INFO STATION	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD FRAMES - STREET SIDE	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SEATS	AMSECO INSIGHT W/ A.R.M, Q'STRAIT RESTRAINTS	AMSECO INSIGHT PRIME PLUS W/ WALL MOUNTED BC55 SINGLE F/U SEATS W/ REAR & FORWARD FACING COMBO ADA (CS&SS) W/ FLOOR POCKETS W/ CLEAR RIDE ANTIMICROBIAL TREATMENT	11,253.00
QUANTUM - CURBSIDE	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL VERTICAL STANCHIONS	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SEAT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT W/ HEAT	250.00
ADJUSTABLE D-LOOP	NOT INCLUDED	NOT REQUIRED	-
SEAT BELT ALARM	NOT INCLUDED	NOT REQUIRED	-
SEAT CUSHION ALARM	NOT INCLUDED	REQUIRED	134.00
LIQUICELL SEAT CUSHION	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-

PRICE VARIANCE

9/20/2023

EVERETT, WA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(5) 35' BATTERY ELECTRIC LOW FLOOR PLUS BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	EVERETT, WA	VARIANCE
STOP REQUEST AT REAR DOOR STANCHION	NOT INCLUDED	REQUIRED	68.00
STOP REQUEST LAMP AT DASH	NOT INCLUDED	INCL WITH MFD II	-
DRIVERS BARRIER	WRAPAROUND W/OUT SCHEDULE HOLDERS	WRAPAROUND W/OUT SCHEDULE HOLDERS	-
DRIVERS PROTECTION BARRIER	NOT INCLUDED	AROW GUARD MV W/ STD GLASS-SLIDDER	5,475.00
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	NOT REQUIRED	-
OVERHEAD GRAB STRAPS	NOT INCLUDED	(14) BLACK VINYL	350.00
STANCHIONS	YELLOW POWDER COATED	SSTL- CONTOURED	-
PASSENGER WINDOWS	STD FRAME / UPPER TRANSOM	BONDED FRAME / UPPER TRANSOM W/ QUICK CHANGE FEATURE	12,890.00
GLAZING GUARDS	NOT INCLUDED	INCLUDED W/ PASSENGER WINDOWS	-
HEAD LAMPS	LED LOW & HIGH BEAMS	LED LOW & HALOGEN HIGH BEAMS	(250.00)
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	7" ROUND DIALIGHT LED	90.00
REAR CAP GRILLE LOWER CENTER STOP LAMPS	(2) 4" RED LED LAMPS	(2) 4" RED LED LAMPS	150.00
YIELD SIGN	NOT INCLUDED	NOT REQUIRED	-
CURB SIDE LAMPS AT BOTH DOORS	NOT INCLUDED	REQUIRED	275.00
UPPER PORCH LIGHTS ABOVE BOTH DOORS	NOT INCLUDED	NOT REQUIRED	-
BATTERY COMPARTMENT LAMPS	(1) 12" LED STRIP LAMPS	(1) 12" LED STRIP LAMPS	-
INTERIOR LAMPS	LED I/O CONTROLS	PRETORIA WHITE LED W/ MANUAL DIMMING	-
OVERHEAD DRIVERS READING LAMP	NOT INCLUDED	REQUIRED	75.00
PLEASURE RADIO	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	PRE-WIRE W/ANTENNA	PRE-WIRE W/ANTENNA	-
PA SYSTEM/VOICE ANNUNCIATOR	STD REI	INCLUDED W/ CAD / AVL / ITS	-
INTERIOR SPEAKERS	*(6)	*(6)	
DRIVERS SPEAKER	NOT INCLUDED	NOT REQUIRED	-
CAD / AVL ITS SYSTEM	NOT INCLUDED	STRATEGIC MAPPING ITS W/ UTA 2 DOOR APC (PER EVERETT, WA SPECS)	27,713.00
HAND HELD MIC	INCLUDED	REQUIRED	-
BOOM MIC	INCLUDED	REQUIRED	-
HEATED FRONT GLAZING	NOT INCLUDED	REQUIRED	214.00
DESTINATION SIGNS - FRONT, CURBSIDE & REAR	TWIN VISION AMBER	TWIN VISION AMBER W/ STREET SIDE AMBER SIGN	1,659.00
FRONT RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	PRE-WIRE ONLY	DIAMOND RV FAREBOX W/ SPARE VAULT	3,206.00
ORCA PRE-WIRE (POWER ONLY)	NOT INCLUDED	NOT REQUIRED	-
FAREBOX GUARD	INCLUDED	REQUIRED	-
CEILING MTD FAREBOX LAMP	NOT INCLUDED	REQUIRED	89.00
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	APC INCL W/ ITS	-
FULL COMPOSITE FLOOR	INCLUDED	REQUIRED	-
FLOORING MATERIAL	ALTRO	GERFLOR W/ADA SYMBOLS IN ADA FLOORING AREA (CS&SS)	600.00
ROOF HATCHES	(1) REAR MANUAL	(2) FRONT & REAR POWER	1,305.00

PRICE VARIANCE

9/20/2023

EVERETT, WA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(5) 35' BATTERY ELECTRIC LOW FLOOR PLUS BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	EVERETT, WA	VARIANCE
EXTERIOR MIRRORS	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8" X 11" 2-PC W/ CONVEX W/ CAST ALUMIMUN ARMS HEATED W/ REMOTE W/ TURN SIGNALS ON HOUSINGS	755.00
FIRE SUPPRESSION WITHOUT ESS SUPPRESSION	AMEREX V-25 W/24 HR BATTERY	NOT REQUIRED	(2,099.00)
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-
VIDEO SURVEILLANCE	NOT INCLUDED	APOLLO 8 CAMERA SYSTEM W/ 4TB HDD W/ WLAN W/ 7" MONITOR FOR FRONT DOOR VIEW	16,305.00
BIKE RACK	SPORTWORKS MOUNTING BRACKETS ONLY	SPORTWORKS APEX 2	1,578.00
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	NOT REQUIRED	-
MEDICAL AID KIT	NOT INCLUDED	REQUIRED	69.00
BLOODBORN PATHOGEN KIT	NOT INCLUDED	REQUIRED	35.00
BIO-HAZARD KIT	NOT INCLUDED	NOT REQUIRED	-
WHEEL CHOCKS (SET)	NOT INCLUDED	NOT REQUIRED	-
ELECTRONIC MFD MULTI FUNCTION DASH DISPLAY (MFD II)	INCLUDED	REQUIRED (W/ GLARE SHIELD)	-
FIBER OPTIC DASH BACKLIGHTING	NOT INCLUDED	REQUIRED	850.00
CUP HOLDER	NOT INCLUDED	REQUIRED	35.00
12V POWER PORT AT DASH	NOT INCLUDED	REQUIRED	75.00
WASTE CONTAINER	NOT INCLUDED	REQUIRED	170.00
I/O PROGRAM MODULE	NOT INCLUDED	NOT REQUIRED	
ADJUSTABLE PEDALS	NOT INCLUDED	REQUIRED	1,130.00
EXTERIOR PAINT	1-COLOR	3-COLORS	4,300.00
CLEAR COAT BUS	NOT INCLUDED	REQUIRED	1,350.00
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	EVERETT,WA CUSTOM GRAPHICS (BUDGETARY ONLY)	2,500.00
ROOF NUMBERS	INCLUDED	REQUIRED	-
EXT WARRANTY (BASIC BUS)	24 MONTHS / 100,000 MILES	12 MONTHS / 50,000 MILES	(500.00)
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	84 MONTHS / 350,000 MILES	(266.00)
EXT WARRANTY (WATER LEAKS)	12 MONTHS / 50,000 MILES	12 MONTHS / 50,000 MILES	-
WARRANTY - ESS (BATTERIES)	72 MONTHS / 300,000 MILES	72 MONTHS / 300,000 MILES	-
WARRANTY - (TRACTION MOTOR)	36 MONTHS / 100,000 MILES	36 MONTHS / 100,000 MILES	-
WARRANTY - (HVAC TK ELECTRIC)	36 MONTHS / UNL MILES	36 MONTHS / UNL MILES	-
WARRANTY (ALL OTHERS)	BASE COVERAGE PER CONTRACT	BASE COVERAGE PER CONTRACT	-
TRAINING	NOT INCLUDED	NOT REQUIRED	-

TOTAL EVERETT, WA VARIANCES	215,232.00
STATE OF WASHINGTON, WA 35' BATTERY ELECTRIC LOW FLOOR BASE UNIT PRICE (APR 2021)	808,816.00
EVERETT, WA 35' BATTERY ELECTRIC LOW FLOOR PLUS BASE UNIT PRICE	1,024,048.00
PPI 1413 ADJUSTMENT PER WA STATE CONTRACT AMENDMENT #1 (6-1-22) = 11.78%	120,633.00
PPI 1413 ADJUSTMENT PER WA STATE CONTRACT AMENDMENT #3= (15%) ONE TIME REDUCTION TO (10%)	114,468.00
DELIVERY	4,653.00
SPARE / TOOLING BUDGET	-
EVERETT, WA 35' BATTERY ELECTRIC LOW FLOOR PLUS CURRENT PRICE (9/20/2023)	1,263,802.00

Project title: PeakOne Administrative Services Agreement

Council Bill # *interoffice use*

Agenda dates requested:

11/29/2023

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

Yes ☒ X No

Attachments:

Department(s) involved:

Legal

Human Resources

Contact person:

Michael Duerr

Phone number:

425-257-8769

Email:

mduerr@everettwa.gov

Initialed by:

KB

Department head

Administration

Council President

Project: PeakOne Administration Administrative Services Agreement

Partner/Supplier: PeakOne Administration

Location: None

Preceding action: None

Fund: Self-Insured Fund

Fiscal summary statement:

The City has selected PeakOne as the administrator for HRA/VEBA plans and COBRA. The estimated cost for this service annually is \$51,288.

Project summary statement:

The City has an existent contract with BPAS to provide administration oversight of HRA/VEBA and flexible spending accounts. Accrue CMS was the City's existing COBRA administrator. In an effort to consolidate and reduce cost, PeakOne will be replacing BPAS and Accrue CMS for HRA/VEBA, flexible spending and COBRA administration for all employees.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign all plan adoption agreement with PeakOne Administration for the HRA/VEBA, flexible spending accounts, and COBRA administration.



ADMINISTRATIVE SERVICES AGREEMENT

City of Everett

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ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT, effective as of January 1, 2024, by and between City of Everett, a _____ (“Client”) and Peak One Administration, LLC, an Idaho limited liability company (“Plan Service Provider, PSP”).

RECITALS

1. The Client desires to engage PSP to perform certain administrative and recordkeeping services described in this Agreement for Client.
2. PSP has agreed to perform for Client the administrative and recordkeeping services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and any attached exhibits and appendices, the Client and PSP agree as follows:

ARTICLE I. INTRODUCTION

1.1 Effective Date and Term

This Agreement is effective as of 1/1/2024 (“Effective Date”) and will continue until terminated by either party in accordance with Article 5.7 of this Agreement. Each Appendix attached to this Agreement is incorporated into and made a part of this Agreement. An Appendix may have a later effective date than this Agreement to the extent that Client and PSP agree to the terms set forth in the Appendix after the Effective Date of this Agreement.

1.2 Scope of Undertaking-Generally

PSP will perform the administrative responsibilities described in this Agreement, including any Appendices which are attached to and part of this Agreement. Client reserves to itself authority over all discretionary matters and decisions pertaining to any employee benefit plan to which this Agreement pertains. PSP will not be the named fiduciary, plan administrator, trustee or custodian of any employee benefit plan to which this Agreement pertains. Client acknowledges that PSP is not an accounting or law firm and no services provided by PSP will constitute or be construed as tax or legal advice.

1.3 Definitions

The following definitions will apply to this Agreement and its Appendices, unless a term is defined differently in an Appendix:

- (a) Code - means the Internal Revenue Code of 1986 and regulations thereunder, as amended from time to time.
- (b) COBRA - means the Consolidated Omnibus Budget Reconciliation Act of 1985 (as it appears in the Code and ERISA) and regulations thereunder, as amended from time to time.
- (c) ERISA - means the Employee Retirement Income Security Act of 1974 and regulations thereunder, as amended from time to time.
- (d) Fiduciary – means Plan Administrator, Client as the Named Fiduciary in the Plans, and any other person who satisfies the definition of “fiduciary” under ERISA.
- (e) HIPAA - means the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, as amended from time to time.
- (f) Named Fiduciary – is a term described in Section 402(a)(1) of ERISA that is applicable to the Plans subject to ERISA and means Client.
- (g) Plan Administrator – means Client.

ARTICLE II. PSP's RESPONSIBILITIES

PSP will perform the responsibilities described in this Article II and any additional responsibilities delegated to PSP in the Appendices which are attached to and part of this Agreement.

2.1 Recordkeeping

PSP will maintain its usual and customary books, records, and documents, including electronic records related to the administrative services it performs pursuant to this Agreement for the lesser of the term of this Agreement or eight (8) years following the date the record was created, or received by PSP. During this retention period, with reasonable prior written notice to PSP, Client has the right to access these documents at PSP's offices at a mutually agreed upon time during normal business hours. PSP will deliver copies of all books, records and documents in its possession to Client or its designee as soon as possible, but no later than thirty (30) days after receipt of a written request from the Client. Client will pay the reasonable charges of PSP for compilation, duplication and transmission of such records.

2.2 Bonding

In accordance with applicable law, PSP will maintain a fidelity bond covering its employees who handle Benefit Plan contributions provided to PSP by Client in accordance with the terms of this Agreement. This bond covers the handling of such funds from dishonesty, theft, forgery or alteration, and unexplained disappearance.

2.3 Care and Diligence

PSP will exercise the same standard of reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement as would be exercised by an entity providing services similar to those provided by PSP under this Agreement. If PSP makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, PSP will make a diligent effort to recover any payment, unrelated to inaccurate or untimely information that it makes to, or on behalf of, an ineligible person or any overpayment in accordance with applicable guidelines. However, PSP will not be liable for such payment unless PSP would otherwise be liable under another provision of this Agreement. It will not be considered a breach of this Agreement if PSP refuses to perform services generally required under this Agreement if the manner in which Client desires such services to be performed requires material changes to PSP's standard operating procedures.

2.4 No Liability for Claims and Expenses

PSP does not insure or underwrite the liability for payment of claims under the Benefit Plan and is not financially responsible for the claims and/or expenses incident to the Benefit Plans. PSP has no duty or obligation to defend or pay any costs associated with any legal action or proceeding brought pertaining to eligibility for coverage or to recover benefits under the Benefit Plans. PSP will, however, provide to Client and/or Client's legal counsel, upon request and subject to any limitations described in this Agreement or under applicable law, documentation in PSP's possession pertaining to such claim for benefits and/or expenses.

2.5 Non-Discretionary Duties; Additional Duties

The services to be performed by PSP under this Agreement are ministerial in nature and will generally be performed within the frameworks and policies established by Client. PSP does not have and will not exercise discretionary control over the Benefit Plans or any assets of the Benefit Plans. PSP and Client may agree to additional duties in writing as may be specified in the applicable Services Appendices from time to time.

2.6 Third Party Vendors

PSP may contract with one or more third parties for purposes of assisting PSP with the fulfillment of its duties and responsibilities under this Agreement. PSP will indemnify Client and hold its officers, directors and employees harmless from any claim, demand, or expense arising from the intentional and/or grossly negligent act or omission of such third party if PSP had actual knowledge of such negligent act or omission and failed to take steps to remedy it.

2.7 Customer Service and Electronic Administrative Services

PSP will provide certain electronic administrative services. PSP will not be in default of this Agreement, nor held responsible for, any cessation, interruption, or delay in the performance of its obligations under this Agreement due to events substantially beyond its control, including, but not limited to, acts of God, acts of a public enemy or governmental body in its sovereign capacity, war, fire, floods, strikes, epidemics, quarantine restrictions, civil unrest or riots, freight embargoes, unusually severe weather, breakdown of telephone, computer or automated mailing equipment (other than a breakdown of telephone, computer or automated mailing equipment owned by or under the control of PSP) or if either party is notified by a state or federal regulatory body or by any card issuing association (e.g., VISA® or MasterCard® International) that any aspect of this Agreement does not comply with any applicable law, regulation, rule, policy, or order applicable to such party. The affected party will give the other party prompt written notice to that effect. Lack of funds by either party will not excuse timely performance. The party so affected will use commercially reasonable efforts to avoid or remove such causes of non-performance or delay, and will continue performance hereunder with reasonable dispatch whenever such causes are removed.

2.8 Indemnification by PSP

PSP will indemnify Client and hold its officers, directors and employees harmless from and against all loss, liability, damages, expenses, reasonable attorneys' fees or other obligations, except punitive damages, resulting from, or arising out of the gross negligence of PSP that results in a breach by PSP of the standard of care set forth in Article 2.3 in this Agreement and then only to the extent permitted under Article 2.4 in this Agreement. However, in no event will PSP indemnify Client for Benefit Plan payments for which Client may become liable unless, and to the extent, such benefit payment would not have arisen but for PSP's breach of its standard of care as set forth in this Agreement.

ARTICLE III. CLIENT'S RESPONSIBILITIES

Client will be responsible for the obligations described in this Article III, any additional obligations described in the Appendices attached to this Agreement and any obligations not specifically delegated to PSP under Article II of this Agreement.

3.1 Provide Information to PSP

Client will furnish the information that PSP determines is pertinent to fulfilling its responsibilities under this Agreement in the time and in the manner agreed to by Client and PSP. Client agrees that PSP may rely on all information provided to PSP as complete and accurate and PSP will have no duty to question the completeness or accuracy of such information. Client understands that PSP cannot accurately perform its duties under this Agreement without accurate and timely information. Client will be solely responsible for any liability arising from or related to inaccurate and/or untimely information provided to PSP by or on behalf of Client (or any third party who has provided information to PSP). Client acknowledges PSP may, at its option, charge an additional fee if PSP performs additional processing as a result of inaccurate or untimely information.

3.2 Compliance Reporting

Client will be responsible for preparing, distributing and filing all government reports, returns and other communications required by applicable law.

3.3 Medicare Secondary Payer Rules Compliance

To the extent applicable, Client will provide to PSP, all information required to report information consistent with the Medicare Secondary Payer Rules in the manner and intervals designated by PSP.

3.4 Fidelity Bond

Client will maintain a fidelity bond meeting the minimum requirements of ERISA and other applicable law.

3.5 Processing Claims Requests

Client will be responsible for processing any claims for benefits received prior to the Effective Date and (including any run-off claims submitted after the Effective Date) and maintaining legally required records of, or pertaining to, Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable law (e.g., IRS substantiation).

3.6 FMLA Determinations

Client will make determinations regarding FMLA, including, but not limited to, whether FMLA applies. PSP will not make determinations regarding FMLA. Furthermore, PSP will be entitled to rely upon the information provided by Client and is under no obligation to independently verify such information.

3.7 Continuation Law Compliance

Unless Client, Plan Administrator, and PSP have entered a Continuation Services Agreement Addendum, Client will comply with the applicable provisions of COBRA and state continuation laws, including, but not limited to, providing qualified beneficiaries covered by the Plans with initial COBRA notices, notices upon a qualifying event, notices of unavailability, termination notices, and other information concerning COBRA elections.

3.8 QMCSO Compliance

Plan Administrator will be responsible for all aspects of compliance with Section 609(a) of ERISA regarding qualified medical child support orders ("QMCSO"), including, not limited to, establishing QMCSO procedures and determining whether a medical child support order is "qualified." Plan Administrator shall provide notice to PSP of any Covered Individuals covered under the Plan by virtue of a QMCSO and of any Covered Individuals who cease to be covered under the Plan by virtue of the expiration of a QMCSO. PSP will be entitled to rely upon the information provided by Plan Administrator pertaining to QMCSOs.

3.9 Fees

In consideration for the services provided by PSP consistent with this Agreement, Client will timely pay to PSP the applicable compensation and fees in accordance this Agreement.

3.10 Indemnification by Client

Client will indemnify and hold harmless PSP, its officers, directors and employees (collectively "PSP Indemnitees") from and against all losses, penalties, liabilities, damages, expenses, or other obligations, including reasonable attorneys' fees, resulting from, or arising out of a claim, demand, judgment, settlement agreement, regulatory action or proceeding, or lawsuit attributable to the gross negligence of Client. In addition, Client will indemnify and hold harmless PSP and PSP Indemnitees from and against any liability, expense, demand or other obligation resulting from any premium charge, tax, penalty or similar assessment arising from or related to the Benefit Plans.

3.11 Determination of Employee Status

Client is responsible for determining whether, and to what extent, individuals are "employees," of Client as defined in the Code. PSP will not be held liable for, and Client will indemnify and hold PSP harmless from, any and all damages, fines, penalties, or taxes which may be imposed as a result of the status of Client as a professional Client organization (PEO) or of any individual's status as an "employee."

ARTICLE IV. COMPENSATION

4.1 Service Charges

- (a) The applicable services charges and fees for the services performed by PSP in accordance with this Agreement are stated below and in the applicable Services Appendices:

- (b) Client expressly directs PSP to pay any fee, cost or charge then due to the PSP prior to application of funds to payment of claims or any other costs arising out of any Benefit Plan or subject matter of this Agreement. Client specifically directs that all funds provided to PSP under this Agreement will be disbursed in the following order: First to pay PSP Service Charges and fees, costs and related expenses incurred by PSP and second, to pay benefit claims arising under the respective Benefit Plan.
- (c) Section 5.12 notwithstanding, PSP may change the Service Charges for any reason at the beginning of each twelve (12)-month period beginning with the Effective Date set forth in Article 1.1 of this Agreement, provided that PSP notifies Client of such changes at least thirty (30) days before the beginning of such twelve (12)-month period. In addition, PSP may revise the Service Charges during the twelve (12)-month period, upon thirty (30) days prior written notice to Client, if changes to the Benefit Plans are made (regardless of the reason) that materially revise the nature or volume of the services contemplated by this Agreement.
- (d) Service charges will be assessed for any month during which services are performed or suspended pursuant to Section 5.9.
- (e) Interest will accrue on Service charges that have not been paid within thirty (30) days of the invoice date at the lesser of an interest rate of twelve percent (12%) annually, or the maximum interest rate permitted under applicable law. As part of its service fee, PSP will be entitled to retain any interest earned on funds held by PSP on Client's behalf in accordance with the terms of this Agreement.

4.2 Payment of Charges

All amounts due under this Agreement will be determined by PSP and billed to Client monthly, except as otherwise agreed by the Client and PSP, or as otherwise set forth in the Services Appendices. In addition to the Service Charges payable to PSP under this Agreement, Client will promptly pay PSP for any costs or expenses incurred by PSP related to (a) Client's failure to sufficiently fund claims, and/or (b) collection of amounts due PSP. For example, PSP may deduct the applicable Service Charges from any bank account that the Client is required to establish and maintain in accordance with this Agreement. All service charges are due on the date set forth in the invoice.

ARTICLE V. GENERAL PROVISIONS

5.1 Provisional Payment

PSP may transmit credit entries through ACH. A credit given by the Receiving Depository Financial Institution ("RDFI") to the Client is provisional until the RDFI has received final settlement through a Federal Reserve Bank or has received payment as provided under Section 4A-403(a) of the Uniform Commercial Code. If the RDFI does not receive such payment for the credit entry, the RDFI is entitled to a refund from the Client in the amount of the credit to the Client's account, and PSP will not be considered to have paid the amount of the credit entry to Client. The rights and obligations of the parties pertaining to ACH transactions will be governed by and construed in accordance with the laws of the State of Idaho, without giving effect to any conflicts of law principles.

5.2 Limitation on Damages

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE MAXIMUM TOTAL LIABILITY OF ONE PARTY HERETO TO THE OTHER PARTY HERETO WILL BE LIMITED TO DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE LESSER OF: (A) THE TOTAL AMOUNT PAID BY CLIENT FOR THE DEFECTIVE SERVICE CAUSING THE DAMAGE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LOSS; OR (B) \$10,000. THIS REMEDY IS SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY.

NEITHER PARTY HERETO WILL BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, PENALTIES OR TAXES EVEN IF SUCH PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. NEITHER PARTY WILL NOT BE RESPONSIBLE FOR FAILURE TO PROVIDE SERVICES IF DUE TO ANY CAUSE OR CONDITION BEYOND THE REASONABLE CONTROL OF SUCH PARTY.

For clarity, nothing in this Section 5.2 will limit Client's obligation to pay any compensation owed to PSP under this Agreement or to fund any benefit claims or other benefit plan obligations incurred in connection with any benefit plan or program for which PSP is providing administrative services.

5.3 Audits

Client, at its sole expense, may perform no more than one (1) audit each calendar year of the records in the possession of PSP specifically related to PSP's performance of its duties under this Agreement, subject to reasonable prior written notice to PSP. Audits must be performed during normal working hours established by PSP. An agent of Client may perform audits provided such agent signs a confidentiality agreement, subject to the Washington Records Act, reasonably acceptable to PSP. Each party will provide such additional information and reports, in the usual format it maintains such requested information and reports, as the other party will reasonably request. PSP will be entitled to receive copies of the draft and final audit reports and will have the right to review and comment on audit findings prior to or simultaneous with the release of such report to Client. A Copy of PSP's comments will accompany the final audit report. Each party will provide reasonable assistance and information to the auditors. Client will reimburse PSP for PSPs' reasonable expenses, including copying and labor costs, in assisting Client to perform the audit.

5.4 Non-Disclosure of Proprietary Information

- (a) Client and PSP each acknowledge that as a result of entering into this Agreement, each party has, and will continue to reveal and disclose to the other party, information that may be proprietary and/or confidential. Subject to Section 5.4(b) below, Client and PSP each will: (a) keep such proprietary and/or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) will not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure). For purposes of this Article, but subject to Section 5.4(b) below, confidential information is any information prominently marked as confidential and/or proprietary (or words of similar import); including, but not limited to, the parties' respective business or finance information that is so marked. The terms and conditions of this Section will survive the termination of this Agreement. Subject to Section 5.4(b) below, information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement will not be considered confidential information for purposes hereof: (i) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (ii) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party.
- (b) PSP acknowledges that Client is subject to the Washington Public Records Act, chapter 42.56 RCW. Section 5.4 does not require the City to keep confidential or otherwise refrain from disclosing any record that is subject to disclosure under the Washington Public Records Act. This Section 5.4 does not require the City to destroy or return record that is subject to retention requirements established by the Washington Secretary of State or established by applicable law. This Section 5.4 does not require the City to have any City employee sign any agreement. This Agreement itself (and its related amendments, purchase orders, scopes of work, service orders or similar documents stating work to be done for the City or pricing for the City) are never confidential and may at any time be posted to the City's public website.

5.5 Disclosure of Individually Identifiable Health Information

Both parties agree to the additional limitations and conditions set forth in any HIPAA Confidentiality Appendix with respect to Covered Individuals' health information created or received by PSP in the course of performing its obligations under this Agreement. If there is a conflict between this Agreement and the HIPAA Confidentiality Appendix, the HIPAA Confidentiality Appendix will control but only with respect to the subject matter of the HIPAA Confidentiality Appendix.

5.6 Notices and Communications

All notices required or permitted to be given in this Agreement will be in writing and delivered by confirmed facsimile; by guaranteed overnight mail, with tracing capability; by first class United States mail, with postage prepaid; or by email addressed to the other party at their respective addresses as set forth in the Contacts Appendix. PSP may communicate confidential, protected, privileged or otherwise sensitive information to Client through a named contact designated by Client ("Named Contact"). Client will indemnify PSP and hold it harmless for any such communications directed to Client through the Named Contact attempted via facsimile, mail, telephone, e-mail or any other media to the numbers or addresses provided by Client, and acknowledges the possibility that such communications may be inadvertently misrouted or intercepted.

5.7 Termination of Agreement

- (a) Either party may terminate all, or part of this Agreement, for any reason subject to at least thirty (30) days prior written notice. This Agreement, however, will automatically terminate on the earliest of the following dates:
 - i. The date that all Benefit Plans for which related services are provided under this Agreement have been terminated, or if later, the date Client notifies PSP all Benefit Plans have been terminated;
 - ii. The date that Client becomes insolvent, bankrupt, subject to liquidation or conservatorship or receivership; or
 - iii. The effective date of the termination of the Business Associate Agreement between the parties.
- (b) PSP at its option may terminate this Agreement immediately upon written notice to Client effective as of the last day of the last period for which Client paid PSP the applicable service charges in accordance with the terms of this Agreement, if PSP determines that Client failed to make timely payments pursuant to this Agreement.

Termination of this Agreement will not terminate the rights or obligations of either party arising out of a period prior to such termination.

5.8 Dispute Resolution Procedure

- (a) If either PSP or Client determines in good faith that a breach or dispute is sufficiently serious, the parties agree to attempt to resolve the breach or dispute in good faith and take remedial action to resolve it. If a dispute involving a material breach or violation of the terms of this Agreement is not successfully resolved by good faith remedial action or affirmative steps to cure the problem within thirty (30) days after the receipt of the written notice of the breach, the non-breaching party may elect to terminate this Agreement pursuant to Section 5.7.
- (b) Parties may also elect to follow an informal dispute resolution process by pursuing discussions between designees and their management and other normal business channels. Either party will have the right to seek immediate injunctive relief in the event of a violation of the confidentiality obligations or a breach of such party's intellectual property rights by the other party.

5.9 Suspension of Services

PSP may, at its sole option upon written notice to Client, suspend its performance under this Agreement if Client does not timely and fully: (a) fund the claims for benefits processed by PSP; or (b) pay the fees and other charges due PSP pursuant to this Agreement, including for example overdraft fees and costs of collection. The fees payable to PSP under this Agreement will continue to accrue during the suspension period.

5.10 Interpretations

The parties acknowledge and agree that both the rule of construction, to the effect that any ambiguities are resolved against the drafting party, and the terms and provisions of this Agreement, will be construed fairly as to all parties to this Agreement and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

5.11 Compliance; Non-Waiver

Failure by Client or PSP to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement will be valid unless in each instance the waiver or modification is accomplished pursuant to a written amendment signed by the authorized representatives of PSP and Client.

5.12 Assignment; Amendment

Except as otherwise provided in this Agreement, neither party can assign this Agreement without the other party's written consent, except that a tax affiliate (as defined in Section 414(b or c) of the Code) of PSP or Client may assume the respective obligations under this Agreement. This Agreement may be amended only by written agreement of duly authorized representatives of PSP and Client.

5.13 Entire Agreement; Severability; Headings

This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. If a court declares any term of this Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

5.14 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Idaho, without giving effect to any conflicts of law principles.

5.15 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended to confer, nor will anything in this Agreement confer, upon any person other than Client, PSP and their respective successors or assigns, any rights, remedies or obligations whatsoever.

5.16 Relationship of the Parties

PSP is, and will remain, an independent contractor and will not be an employee or partner of Client, engaged in a joint venture with Client, or governed by any legal relationship other than that of independent contractor.

5.17 Force Majeure

Neither party will not be in default of this Agreement, nor held responsible for, cessation, interruption or delay in the performance of its obligations under this section due to causes beyond its control such as natural disasters, or the inability to obtain sufficient materials or services required in the conduct of its services such as internet access.

5.18 Survival

The indemnity, confidentiality and privacy provisions of this Agreement will survive any termination or expiration of this Agreement termination.

5.19 Counterparts

The parties may execute this Agreement in two or more counterparts each of which will constitute an original and all of which together will constitute one instrument. This Agreement is signed with AdobeSign, which both parties agree is fully binding.

IN WITNESS WHEREOF, Client and PSP have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

PSP

Signature

Title

Date

3903 E Primrose Lane, Suite 102
Street

Post Falls, ID 83854
City/State/Zip Code

Client

Signature

Title

Date

Street

City/State/Zip Code

VEBA SERVICES APPENDIX

The Client has established the _____ (“VEBA”), to provide benefits to participants under one or more employee benefit plans. Client has asked PSP to assist it with providing certain ministerial administrative services related to the VEBA.

This Service Appendix is incorporated into and made a part of the Administrative Plan Services Agreement (the “Agreement”). The effective date of this Service Appendix is the effective date of the Agreement or if later, the date that both parties have signed this Service Appendix as set forth below. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, the Agreement controls.

In consideration for the mutual promises set forth below, the Client and PSP agree as follows:

A. Responsibilities of PSP

The services PSP will perform pursuant to this Appendix are limited to the following:

1. Receiving Contributions. PSP will receive contributions which are due the VEBA from participating employers and participants. PSP’s receiving duties will include the following:
 - (a) PSP will, by the tenth (10th) business day of each month, record for the preceding month (“Reconciliation Period”): (i) the payments of employer contributions received; (ii) reconcile payments to the accompanying remittance form; (iii) post payments to the appropriate individual records; (iv) deposit contributions to the VEBA account designated from time to time by the Board of Trustees; and (v) close each Reconciliation Period and perform appropriate electronic backup procedures.
 - (b) PSP will receive participant contributions, post them to the appropriate individual records and deposit the participant contributions timely in the VEBA account designated by the Board of Trustees. PSP will not perform the reconciliation of the designated VEBA account.
 - (c) PSP will maintain records of each contributor’s reports on both a monthly and annual basis, showing the Reconciliation Periods reported, the contributions received, shortages and overpayments for each contributor and other information mutually agreed upon by PSP and Client.
2. Participant and Beneficiary Records. PSP will maintain, based solely on information provided by Client and participating employers, a record for each participant and beneficiary (as defined in the applicable plan document): (i) full name; (ii) address; (iii) Social Security Number (to the extent required by applicable law; (iv) identity of dependents; (v) date of birth; and (vi) any additional information appropriate to compute and pay benefits under the Benefit Plan.
3. Transfer of Data. PSP will establish a standard procedure for exchanging information.
4. Service Fee Billing. PSP will bill Client monthly for its service fees.

B. Responsibilities of Client

1. Establishment and Operation of VEBA. Client has sole responsibility and authority for establishment and operation of the VEBA. It is Client’s sole responsibility and duty to ensure that the VEBA complies in design and operation with all applicable laws and regulations, and PSP’s provision of services under this Agreement does not relieve the Client of this obligation. Client will maintain the official records for the VEBA consistent with applicable law. In the event that it is finally determined by a taxing authority or a court the Client or any Benefit Plans offered through the Client, Client will be responsible for the payment of such taxes. PSP will have no responsibility under this Agreement to pay such taxes or assessments and Client will not be entitled to any reimbursement for amounts

paid for such taxes or assessments. Client understands that it is Client's responsibility to pay any tax, fee, penalty or assessments of a similar nature charged by the Internal Revenue Service, the Department of Labor, or other federal and/or state governmental agency arising from or relating to the Client or Benefit Plans.

2. *Establishment and Operation of the Benefit Plans.* Client has the sole responsibility and authority for establishment and operation of any employee benefit plans for which, pursuant to this Agreement, PSP is retained to perform administrative services. Client will have the sole discretionary authority and responsibility for designing, administering, construing and interpreting the provisions of employee benefit plans and deciding all questions of fact arising under the Benefit Plans. It is Client's sole responsibility and duty to ensure that the Benefit Plans comply in design and operation with all applicable laws and regulations, and PSP's provision of services under this Agreement does not relieve the Client of this obligation. Client will maintain the official records for the Benefit Plan consistent with applicable law. In the event that it is finally determined by a taxing authority or a court that premium taxes, or other taxes or assessments are due and payable by the Benefit Plans or Client, with respect to the Benefit Plans, the Client will be responsible for the payment of such taxes. PSP will have no responsibility under this Agreement to pay such taxes or assessments and Client will not be entitled to any reimbursement for amounts paid for such taxes or assessments. Client understands that it is Client's responsibility to pay any tax, fee, penalty or assessments of a similar nature charged by the Internal Revenue Service, the Department of Labor, or other federal and/or state governmental agency arising from or relating to the Benefit Plans.
3. *Regulatory Compliance.* Client will: (a) ensure that the VEBA, in design and operation, complies with all applicable laws and regulations; (b) calculate and pay any governmental or regulatory charges, assessments, fees and/or taxes due or payable by the Client or the Benefit Plans with respect to the establishment or operation of the Benefit Plans; (c) maintain the records of the Benefit Plans; and (d) respond to any state or federal governmental agency request for information or audit.
4. *Engagement of Custodian.* Client will select and engage a custodian for the assets of Client. Client will establish a deposit account for participating employer and participant accounts and implement the procedures required by the custodian to authorize PSP to deposit remittances received from participating employers and participants into such account.

BENEFIT PLAN SERVICES APPENDIX

The Client has established the following employee benefit plans for which it is engaging PSP to assist it with performing certain ministerial administrative services:

- ☐ A Code Section 125 Plan to allow eligible employees who make a proper election to pay for their share of certain benefit plan coverage with pre-tax salary reductions ("Cafeteria Plan").
- ☐ A Flexible Spending Account to allow participants to be reimbursed for eligible medical expenses ("FSA").
- ☐ A Code Section 105 health expense reimbursement plans ("HRA") to allow participants to be reimbursed for eligible medical expenses.
- ☐ A Code Section 129 dependent care assistance plan to allow participants to be reimbursed for eligible dependent care assistance expenses ("DCAP").
- ☐ A Premium Only Section 125 Plan ("POP").
- ☐ A Health Savings Account ("HSA").
- ☐ A Parking/Mass Transit Fee Plan ("Transportation Plan").
- ☐ A Section 115 Plan ("Section 115 Plan")

(Collectively the selected plans are referred to in this Appendix as "Benefit Plans")

PSP will perform services only with respect to the employee benefit plans for which PSP has provided the sample plan documentation or, if PSP's sample plan documentation is not utilized, then only such plans identified by Client and agreed to by PSP pursuant to separate written notice.

This Service Appendix is incorporated into, and made a part of, the Administrative Services Agreement (the "Agreement"). The effective date of this Service Appendix is the effective date of the Agreement or if later, the date that both parties have signed this Service Appendix as set forth below. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, the Agreement controls.

In consideration for the mutual promises set forth below, the Client and PSP agree as follows:

A. Responsibilities of PSP

The services PSP will perform pursuant to this Appendix are limited to the following:

1. *Benefit Plan Documents and Forms.* PSP will provide sample plan documentation for the Benefit Plans for review by Client and its selected legal counsel. Such documentation will include, but not necessarily be limited to, plan document, summary plan description ("SPD"), board resolutions, adoption agreement, plan information summary, resource manual, employee communications package, payroll stuffers, announcement letter, and enrollment forms. PSP will customize such documentation only to the extent necessary to incorporate the Client's responses to certain plan design questions submitted by PSP. Client understands and acknowledges that it is responsible to ensure that all documents and forms for the Benefit Plans, including any template or sample documents and forms provided to Client by PSP in accordance with this Agreement, comply with the applicable laws and regulations. Although PSP has taken steps to provide sample documents and forms that are of the highest quality and intended to comply with the applicable laws, PSP cannot be aware of all of the facts and circumstances that

may apply to Client or the Benefit Plans. Consequently, PSP provides no warranty or representation regarding the compliance status of any documents or forms it provides to Client.

2. *Salary Reduction Elections.* All elections and changes to elections will be processed in accordance with the terms of the plan document adopted by Client and provided to PSP. PSP will also process Change of Status Elections consistent with Client's instructions. PSP will also maintain on- going records of activity affecting each employee election.
3. *Enrollment and Salary Election Services.* PSP will process and maintain employee census and salary reduction and employer contribution information for the applicable Benefits Plans based on the information provided by Client, including initial enrollments in the Benefit Plans, annual enrollments and changes made to such payroll deductions in accordance with the terms of the plan document for applicable Benefit Plan. PSP will process initial enrollment forms, Change of Status Elections and revocation forms based on information provided by Client. PSP will provide forms to Client to use for communicating participant elections, terminations and changes. PSP will process and send Pay Cycle Contribution Billing Reports to Client confirming the deductions that should be taken for premiums, flexible spending accounts, and personal policy plans. PSP will, on an as requested basis, provide periodic re-enrollment services. On an annual basis, PSP will provide a Change of Status Report and renewal elections forms.
4. *Processing of Reimbursements.* PSP will process requests for reimbursements made by Participants in accordance with the terms of this Agreement, its standard operating procedures, and the particular plan. For HRA reimbursement claims, the participant must submit a voucher (on the form provided by PSP) stating that the amount claimed has not been, nor will be reimbursed under any other health plan or otherwise, along with written proof of the claim from a third party documenting the date incurred, the nature and the cost of the claim. For FSA reimbursement claims, the participant must submit a voucher (on the form provided by PSP) stating that the amount claimed has not been, nor will be reimbursed under any other health plan or otherwise, along with written proof of the claim from a third party documenting the date incurred, the nature and the cost of the claim. For DCAP reimbursement claims, the participant must submit a voucher (form provided) containing the following required information: dependent's name; name, address and tax ID number of the dependent care provider; and the dates of services. Reimbursements under the 129 Plan are limited to the amount in the account. Unpaid portions of the DCAP voucher will be automatically paid during the check processing cycle after the next contribution has been posted to the account.
5. *Participant Assistance.* PSP will assist plan participants with general information pertaining to the Benefit Plans and answer routine questions concerning coverage status, claims status, complaint administration, and other general inquiries related to the Benefit Plans. Participants will have 24-hour access to their accounts balance, check history and voucher history for the current plan year via the internet and access to PSP's call center during normal business hours.
6. *Claims Processing.* PSP will administer and process claims for benefits in accordance with the Plan Document and Summary Plan description. Based on the eligibility information provided by Client, PSP will initially determine if an individual is entitled to benefits under a Benefit Plan and will process submitted claims in its usual and customary manner for the service options elected by Client. PSP will have no duty or obligation with respect to claims processed prior to the Effective Date ("Prior Reimbursement Requests"), if any, and/or plan administration (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date.

7. Claims Adjudication. PSP will have no discretionary authority to interpret the terms of a Benefit Plan or adjudicate claims. If processing a benefit claim requires interpretation of ambiguous plan language, and Client has not previously indicated to PSP the proper interpretation of the language, then Client will be responsible for resolving the ambiguity or any other dispute. PSP will make the initial determination on the first (1st) level of appeal (if a Benefit Plan has two (2) levels of appeal), regarding a claim for benefits under a Benefit Plan.
8. Benefit Payment Disbursements. PSP will disburse benefit payments that are determined to be payable in accordance with the terms of the applicable Benefit Plan as soon as reasonably possible after such determination is made, provided that sufficient funds have been made available by the Client (as set forth below) to pay such benefit payments. If sufficient funds have not been made available, PSP will notify Client that sufficient funds have not been made available. If sufficient funds have not been made available within thirty (30) days of the date that PSP has notified Client of the insufficiency, PSP in addition to its rights under the Agreement may, without risk of violating the Agreement or this Service Appendix, notify the affected participants that the Client has not made the funds available necessary to pay his or her claim.
9. Standard Reports. PSP will provide the Client its standard, written, semi-monthly reports summarizing the reimbursement account activities from the previous period, including a claims history report for all claims processed. PSP will provide electronically to Client, the following standard reports: standard reports for payroll setup of employee elections including employee deductions report; employee contribution report and Employee contribution spreadsheet; employee confirmation letters to verify elections when required; statements of participation by plan and participant as requested; annual reports of claim history and budget analysis reports; status and history reports such as account balance totals on each reimbursement check; account balances report on the Employee Account Status letter on a monthly basis during the final quarter of the plan year and account history reports and check history reports. PSP will also provide its standard initial administrative form originals for duplication as needed: reimbursement claim forms; participant instructions for filing claim forms; election enrollment; termination; and change of election forms. On a pay cycle basis, PSP will provide its following standard: Contribution Billing Report or electronic contribution file to be used to reconcile with payroll deduction amounts; reimbursement checks and/or direct deposits to employees on a pay cycle basis or on an approved schedule upon receipt of expense receipts and approved claim vouchers; and on-line Payment Registers. On a monthly basis, PSP will provide its standard following reports on an as needed basis: Cash Status Report; Request for Funds Report; and on-line Employee Account Balances. On an annual basis, PSP will provide: Employee Account Balance Report; and Plan Forfeitures and Account Close-Out reports.

Also, if a separate Reimbursement Card Services Appendix is attached hereto, PSP will make available to covered individuals, use of an electronic payment card through which eligible medical and/or dependent care expenses may be paid. The terms of usage of such electronic payment card and the rights and responsibilities of PSP and the Client with respect to such card will be set forth in a separate Appendix incorporated hereto by reference.

PSP reserves the right to modify its standard reports.

10. Transfer of Data. PSP will establish a standard procedure for exchanging information.

B. Responsibilities of Client

1. *Establishment and Operation of the Benefit Plans.* Client has the sole responsibility and authority for establishment and operation of any employee benefit plans for which, pursuant to this Agreement, PSP is retained to perform administrative services. Client will have the sole discretionary authority and responsibility for designing, administering, construing and interpreting the provisions of employee benefit plans and deciding all questions of fact arising under the Benefit Plans. It is Client's sole responsibility and duty to ensure that the Benefit Plans comply in design and operation with all applicable laws and regulations, and PSP's provision of services under this Agreement does not relieve the Client of this obligation. Client will maintain the official records for the Benefit Plan consistent with applicable law. In the event that it is finally determined by a taxing authority or a court that premium taxes, or other taxes or assessments are due and payable by the Benefit Plans or Client with respect to the Benefit Plans, the Client will be responsible for the payment of such taxes. PSP will have no responsibility under this Agreement to pay such taxes or assessments and Client will not be entitled to any reimbursement for amounts paid for such taxes or assessments. Client understands that it is Client's responsibility to pay any tax, fee, penalty or assessments of a similar nature charged by the Internal Revenue Service, the Department of Labor, or other federal and/or state governmental agency arising from or relating to the Benefit Plans.
2. *Plan Documentation.* Client is responsible for reviewing draft plan documentation with its selected counsel to ensure that such documents comply with applicable law and that revisions made to such document by PSP on Client's instructions are complete and accurate. Client is responsible for making all other changes to the document(s) that it deems necessary. Client will notify PSP of all such changes made by Client as soon as possible but no later than the effective date of the changes. Client will provide PSP with a copy of the completed and properly executed plan document for each Benefit Plan. Client will provide PSP a copy of each amendment to a Benefit Plan by the earlier of: (a) fifteen (15) business days prior to the effective date of the amendment; (b) the date Client adopts the amendment; or (c) as soon as administratively feasible. PSP is responsible for providing services related to an amendment only upon its written consent to such amendment. PSP may condition its consent upon client's agreement to pay increased service fees.
3. *Distribution of Plan Information, Reimbursements and Participant Statements.* Client will distribute to employees, participants and beneficiaries the SPD and any other documents necessary to comply with the participant disclosure requirements under ERISA and/or other applicable laws. Client is also responsible for distributing checks, Explanation of Benefits (EOBs), and participant statements of account to employees.
4. *Enrollment and Salary Reduction Elections.* Client will provide eligible employees with enrollment, salary reduction and change of election forms provided by PSP. Client will collect and submit the completed enrollment forms, election forms and/or change of election forms to PSP as soon as possible after receipt of such forms, but at least five (5) business days prior to the first billing cycle for which any enrollment, elections, or change of elections is effective. Client is responsible for determining who is eligible to participate in the respective Benefit Plans and who has satisfied the requirements to become a participant in the Plan. Client will report all participant additions, terminations, and changes to PSP and all such changes will be effective two (2) weeks after receipt. In addition, the Client is ultimately responsible for determining whether a requested change in election is permitted.

5. Eligibility Determination & Information. Client will maintain current and accurate Benefit Plan eligibility and coverage records, determine and verify the individuals who satisfy eligibility requirements and provide current eligibility files to PSP in a format and at intervals acceptable to PSP. Client will notify PSP in writing of changes in eligibility (e.g., addition, termination, retirement, change in family status, expiration of QMSCO, etc.) at least five (5) business days prior to the first billing cycle for which any such eligibility change is effective. Client is solely responsible for matters pertaining to Client's failure to provide PSP accurate or timely eligibility information. PSP will have no responsibility for billing or coverage errors related to Client's failure to provide PSP timely or accurate information.
6. Authorization to Access Medical Records. Client will, if required by law, notify each individual benefiting under the applicable Benefit Plan and provide each individual with an opportunity to opt out (if required), or obtain from each individual, an adequate authorization for release of any personal financial records and medical records in accordance with applicable state and federal laws to permit the PSP to perform its obligations under this Agreement.
7. Regulatory Compliance. Client will: (a) ensure that the Benefit Plans, in design and operation, comply with all applicable laws and regulations, including, but not limited to, the Patient Protection and Affordable Care Act ("PPACA"), Code, ERISA, COBRA, FMLA, and HIPAA; (b) perform all nondiscrimination testing other than the testing specifically delegated to PSP in the attached Appendices; (c) take appropriate action to ensure the ongoing compliance of the Benefit Plan documents with applicable law; (d) file any required report or return with the applicable governmental agency; (e) calculate and pay any governmental or regulatory charges, assessments, fees and/or taxes due or payable by the Client or the Benefit Plans with respect to the establishment or operation of the Benefit Plans; (f) maintain the records of the Benefit Plans and (g) respond to any state or federal governmental agency request for information or audit.
8. Named Fiduciary and Plan Administrator. To the extent that a Benefit Plan is subject to ERISA, Client is the Named Fiduciary and Plan Administrator with respect to the Benefit Plan(s) as those terms are defined in Section(s) 3(16)(A) and 402(a)(1) ERISA.
9. Verification of Information Provided by PSP. Client will verify information provided by PSP, including the Administrative Contribution Billing Reports, provided by PSP to ensure that the information accurately reflects the activity recorded in the Client's payroll and reconciling the payroll deductions amounts paid with pre-tax dollars with the Administrative Contribution Billing Reports provided for that purpose each pay cycle by PSP.
10. Claims Adjudication. PSP will refer to Client or its designee for final determination, any claim for benefits or coverage appealed after initial denial by PSP, or any class of claims specified in writing by the Client. Client will be responsible for the final appeal determination as to whether a claim is payable under the terms of the Benefit Plans. Client will resolve all ambiguities and disputes relating to the eligibility, benefits, denial of claims or decisions regarding appeal or denial of claims, or any other plan document interpretation issues.
11. Funding and Liability for Claims and Benefit Plan Expenses. Client is responsible for payment of benefits under the Benefit Plans and Benefit Plan Expenses, including but not limited to, all benefits to participants in accordance with the plan document. Client will promptly make sufficient funds available to PSP for payment of benefits due for claims of individuals benefiting under the Benefit Plan. PSP will not advance its own funds if the Client does not provide sufficient funds for payment of claims. Client will also be responsible for payment of any costs or fees assessed to PSP associated with insufficient funding of claims.

- (a) Check Writing Authority over Client Account. If the Client chooses this option, the Client will make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under Benefit Plans by depositing funds in amounts specified by PSP from time to time in a Client-owned and named account (the "Account") at a financial institution selected by the Client and PSP, to facilitate the timely processing of claims under the Benefit Plans and give PSP withdrawal authority over such account. Client will also provide written proof that such funds have been made available. The Client bears sole responsibility for any fees imposed with respect to the Account by the financial institution and Client and PSP agree that PSP's fees may be withdrawn from such account.
 - (b) Benefits Payable from PSP's Custodial Account. If the Client chooses this option, Client will make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under the plans, as indicated by a claims report submitted by PSP, by electronically transferring such funds to a custodial clearing account designated by PSP. Client will make all transfers to PSP's account within two (2) days of receipt of the claims report from PSP.
- 12. Management Support. Client must provide management support in planning enrollment, meeting facilities and scheduling.
- 13. Client's Representation and Warranties Concerning Funds Provided to PSP. Client represents and warrants to PSP that:
 - (a) any funds submitted by Client, any former employee and/or qualified beneficiary to PSP for purposes of funding benefits under this Agreement (Client Funds): (a) are and will remain the general assets of the plan sponsor; (b) are not "plan assets" within the meaning of ERISA; (c) were never held in an account, fund, or trust bearing the name or otherwise held in an account of a Benefit Plan or any participants or beneficiaries thereof; and (d) will remain subject to the claims of plan sponsor's creditors at all times.
 - (b) Under this Agreement, where claims are paid by PSP through a custodial clearing account, the Client Funds will be held in a general account of Client until transferred to PSP as repayment for PSP's distributions on behalf of the Benefit Plans. The monies transferred to PSP constitute repayment of a debt owed by the Client to PSP and, upon proper transfer to PSP, become the property of PSP.
 - i. neither it nor any of its employees, directors, representatives, fiduciaries, or employee Benefit Plans (or any entity performing services for Client or such plans), nor any of its predecessors, successors or assigns have represented or will represent to any participant or beneficiary of the Benefit Plans that a separate account, fund, or trust is being held on behalf of the Benefit Plans that may be used to provide or secure benefits under the Benefit Plans;
 - ii. Client will advise the participants and beneficiaries of the Benefit Plans that the benefits under the Benefit Plans will at all times be paid out of the general assets of plan sponsor.

<u>Additional Services</u>	<u>Additional Fees</u>
These are provided only upon written request of the Client.	
1. <u>Consulting Services.</u> PSP will provide Benefit Plan consulting, including but not limited to, discussions regarding Benefit Plan design both initially and for any revisions regarding existing benefits, compliance and communications. The consulting includes cost estimates of initial plan, cost projections for any proposed plan revisions; and assistance in preparing summary plan descriptions	Quote
2. Requested changes to any standard administrative procedures established by PSP.	Quote
3. Exchanging information by means other than the standard procedure established by PSP. PSP will provide Client with several options for transferring data, including diskette, model file transfer or if the foregoing transfer methods are not available for the Client's payroll system, in a mutually acceptable format.	Quote
4. Provide assistance to Client regarding an IRS audit of the Benefit Plan years for which PSP was the service provider	Quote

BENEFIT PLAN COMPLIANCE SERVICES APPENDIX

The Client has established one or more employee benefit plans which are subject to various compliance requirements under the Internal Revenue Code, ERISA or other applicable law. Client has engaged PSP to assist it with the ministerial functions related to performing compliance requirements for the following employee benefit plans:

- ☐ A Code Section 125 Plan to allow eligible employees who make a proper election to pay for their share of certain benefit plan coverage with pre-tax salary reductions ("Cafeteria Plan").
- ☐ A Flexible Spending Account to allow participants to be reimbursed for eligible medical expenses ("FSA").
- ☐ A Code Section 105 health expense reimbursement plans ("HRA") to allow participants to be reimbursed for eligible medical expenses.
- ☐ A Code Section 129 dependent care assistance plan to allow participants to be reimbursed for eligible dependent care assistance expenses ("DCAP".)
- ☐ A Premium Only Section 125 Plan ("POP").
- ☐ A Health Savings Account ("HSA").
- ☐ A Parking/Mass Transit Fee Plan ("Transportation Plan").
- ☐ A Section 115 Plan ("Section 115 Plan")
- ☐ A Section 501(9)(c) Plan

(Collectively the selected plans are referred to in this Appendix as "Benefit Plans").

PSP will provide assistance, designated below by Client, only with respect to the Benefits Plans selected above for which PSP has provided the sample plan documentation or, if PSP's sample plan documentation is not utilized, then only such plans identified by Client and agreed to by PSP pursuant to separate written notice.

This Service Appendix is incorporated into and made a part of the Administrative Services Agreement (the "Agreement"). The effective date of this Service Appendix is the effective date of the Agreement or if later, the date that both parties have signed this Service Appendix as set forth below. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, the Agreement controls.

PSP and Client Responsibilities

The services PSP will perform pursuant to this Appendix are limited to those identified below as PSP responsibilities.

1. Forms 5500.

(a) PSP will assist Client in preparing the applicable Form 5500 for the:

i. _____ FSA

ii. _____ HRA

PSP will assist Client in preparing the applicable Form 5500 by providing, upon written request from the Client, any information maintained in PSP's database that is required

to be included on the Form 5500. Such information will be provided within thirty (30) days of the Client's request.

- (b) Client is responsible for determining whether a Form 5500 is required and for timely and accurately completing and submitting such Form 5500 to the appropriate governmental authority. Client is responsible for reviewing the information provided by PSP to ensure accuracy and completeness.

2. Discrimination Testing. PSP will, for the fees in the attached fees schedule, perform the discrimination testing elected by Client below:

☐ (a) Cafeteria Plan Key Employee Concentration Test.

- i. PSP will perform once per plan year the Key Employee Concentration Test for the Cafeteria Plan only. PSP will provide Client each plan year with a form requesting data necessary to complete the tests. PSP will complete the testing and provide a report summarizing its interpretations of the results, which are based solely on the information provided by Client and/or the data maintained by PSP in accordance with this Agreement, within a reasonable amount of time after receipt of the requested information in light of the applicable facts and circumstances that exist at the time PSP receives the completed data request form.
- ii. Client is responsible for completing the data request form and submitting it to PSP within the specified time frame.

☐ (b) Code Section 105(h) Eligibility Test.

- i. PSP will conduct, once per plan year, based solely on information provided by Client, the Eligibility Test required under Code Section 105(h). PSP will complete the testing and provide a report summarizing its interpretations of the results, which are based solely on the information provided by Client and/or the data maintained by PSP in accordance with this Agreement, within a reasonable amount of time after receipt of the requested information in light of the applicable facts and circumstances that exist at the time PSP receives the completed data request form.
- ii. Client is responsible for completing the data request form and submitting it to PSP within the specified time frame.

☐ (c) Code Section 129 Nondiscrimination Testing.

- i. PSP will conduct, once per plan year, based solely on information provided by Client, the following nondiscrimination testing required under Code Section 129: (i) Eligibility Test, (ii) fifty-five percent (55%) Average Benefits Test, and (iii) twenty-five percent (25%) Shareholder Concentration Test. PSP will provide Client, each plan year, with a form requesting data necessary to complete the tests. PSP will complete the testing and provide a report summarizing its interpretations of the results, which are based solely on the information provided by Client and information maintained by PSP in accordance with this Agreement, within a reasonable amount of time after receipt of the requested information in light of the applicable facts and circumstances that exist at the time PSP receives the completed data request form.

- ii. Client is responsible for completing the data request form and submitting it to PSP within the stated time period. Client is also responsible for performing any action required if the applicable plan becomes discriminatory.
- 3. Reporting under Code Section 6055 and 6056.
 - (a) Responsibilities of PSP.
 - i. For provider reporting forms required to be filed in each calendar year during the term of this Agreement, PSP will complete the applicable Form 1094-B or 1094-C and corresponding 1095-B or 1095-C, based solely on information provided by Client, for each Employee and non-employee identified by Client.
 - ii. For each Employee who worked for more than one ALE Member of the same Aggregated ALE Group, PSP will complete a separate Form 1095-C from each employer.
 - iii. PSP will provide to Client by the later of January 15th or ten (10) business days after receipt of an accurate and complete data spreadsheet, the completed Form 1094-B or 1094-C and Form 1095-B or 1095-C for Client to distribute to Employees and file with the IRS.
 - (b) Responsibilities of Client. Client will:
 - i. Determine who are/were full-time Employees during the relevant reporting period.
 - ii. Determine if Client was an ALE during the relevant reporting period.
 - iii. Determine if an offer of coverage for each Employee was “affordable” as that term is defined in Code § 36 B(c)(2)(c)(i).
 - iv. Determine whether the coverage offered during the relevant reporting period provides minimum value as that term is defined in 26 C.F.R. § 54.4980H- 1(a)(12).
 - v. Ensure that the spreadsheet data transmitted to PSP for its use in preparing the IRS mandated reporting is complete, accurate, timely and in the format designated by PSP.
 - vi. Review and verify the accuracy of Form 1094-B or 1094-C and corresponding 1095-B or 1095-C for each Employee and non-employee identified by Client and notify PSP of any changes within five (5) business days.
 - vii. Distribute the 1095-C or 1095-B, as applicable, to each Employee in a manner designated by the IRS by January 31 of the year following the year to which the form relates.
 - viii. File the Form 1094-B or 1094-C, along with the applicable Form 1095-B or 1095-Cs with the IRS, on or before February 28 (or March 31 if filed electronically), or other date designated by the IRS, of the year following the year to which the forms relate.
 - ix. Pay any penalties, including late filing penalties, for failure to file correct information returns and/or failure to furnish correct payee statements.

- x. Client is solely responsible for Client's compliance with federal, state and local statutes, ordinances or regulations.

(c) Definitions. Whenever used in this Section 3, the following terms will have the respective meanings set forth below, unless the context clearly requires otherwise, and when the defined meaning is intended, the term is capitalized.

- i. Aggregated ALE Group. An Aggregated ALE Group refers to a group of ALE Members treated as a single employer under section 414(b), 414(c), 414(m), or 414(o). An ALE Member is a member of an Aggregated ALE Group for a month if it is treated as a single employer with the other members of the group on any day of the calendar month. If an ALE is made up of only one person or entity, that one ALE Member is not a part of an Aggregated ALE Group. Government entities and churches or conventions or associations of churches may apply a reasonable, good faith interpretation of the aggregation rules under section 414 in determining their status as an ALE or member of an Aggregated ALE Group.
- ii. Applicable Large Employer (ALE). An ALE is, for a particular calendar year, any single employer, or group of employers treated as an Aggregated ALE Group, that employed an average of at least 50 full-time employees (including full-time equivalent employees) on business days during the preceding calendar year. For purposes of determining an employer's average number of employees, disregard an employee for any month in which the employee has coverage under a plan described in section 4980H(c)(2)(F) (generally, TRICARE or Veterans Administration coverage). For 2015, an employer may determine its status as an ALE by reference to a period of at least six consecutive months during 2014 rather than the entire 2014 calendar year. A new employer (that is, an employer that was not in existence on any business day in the prior calendar year) is an ALE for the current calendar year if it reasonably expects to employ, and actually does employ, an average of at least 50 full-time employees (including full-time equivalent employees) on business days during the current calendar year.
- iii. Applicable Large Employer Member (ALE Member). An ALE Member is a single person or entity that is an ALE, or if applicable, each person or entity that is a member of an Aggregated ALE Group. A person or entity that does not have employees or only has employees with no hours of service (for example, only employees whose entire service consists of work outside of the United States that does not count as hours of service under section 4980H) is not an ALE Member.
- iv. Employee. For this purpose, an employee is an individual who is an employee under the common-law standard for determining employer-employee relationships. An employee does not include a sole proprietor, a partner in a partnership, an S corporation shareholder who owns at least 2-percent of the S corporation, a leased employee within the meaning of section 414(n) of the Code, or a worker that is a qualified real estate agent or direct seller. If an employee is an employee of more than one employer of the same Aggregated ALE Group during a calendar month, the employee is treated as an employee of the employer for whom the employee has the greatest number of hours of

service for that calendar month; if the employee has an equal number of hours of service for two or more employers of the same Aggregated ALE Group for the calendar month, those employers must treat one of the employers as the employer of that employee for that calendar month.

- v. Full-time Employee. A full-time employee is an employee who, for a calendar month, is employed an average of at least 30 hours of service per week with the employer. For this purpose, 130 service hours in a calendar month is treated as the monthly equivalent of at least 30 hours per week.

FEDERAL COBRA SERVICES Appendix

The Client has independently concluded that one or more of its Benefit Plans for which PSP has provided the sample plan documentation or, if PSP's sample plan documentation is not utilized, then only such plans identified by Client and agreed to by PSP pursuant to separate written notice, provide medical care and are subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as subsequently amended. Consequently, Client is required to perform certain acts in order to comply with COBRA. Client has engaged PSP to provide services related to COBRA administration for the following Benefit Plans:

[Delineate Names of Applicable Plan(s)] ("Health Plans")

The effective date of this Service Appendix is the effective date of the Agreement or if later, the date that both parties have signed this Service Appendix as set forth below. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, the Agreement controls.

A. PSP Responsibilities

The services PSP will perform pursuant to this Appendix for the Health Plans are limited to the following:

1. Initial COBRA Notice. PSP will distribute an Initial COBRA Notice by First Class Mail with Proof of Mailing to: the last known address, provided by Client, of each covered employee and, when required by applicable law, the covered spouse and/or dependents. After the effective date of this Agreement, PSP will send the Initial COBRA Notice to:
 - (a) employees and, when required by applicable law, the covered spouse and/or dependents, who first become eligible under Health Plans after the effective date of this Agreement; or
 - (b) all covered employees and, when required by applicable law, the covered spouse and/or dependents, under the Health Plans on the effective date of this Agreement.

Such Initial Notice will be distributed to covered employees and/or covered spouses and/or dependents (if enrolling at a different date) as soon as reasonably possible but no later than fourteen (14) days after receiving the required information from the Client.

2. Election Notice. PSP will distribute a COBRA qualifying event notice and election form (collectively the "Election Form") to the address provided by Client of each Qualified Beneficiary entitled to elect federal COBRA continuation coverage after the effective date of this Agreement, unless all Qualified Beneficiaries reside at the same address, in which case a single Election Form will be distributed in accordance with applicable law. Such notice will be distributed to Qualified Beneficiaries as soon as reasonably possible but no later than fourteen (14) days after receiving the required information from the Client. PSP will also notify Qualified Beneficiaries of their right to an extension of COBRA continuation coverage upon proper notification of a second qualifying or determination of disability event that occurs during the eighteen (18) or twenty-nine (29) month COBRA period (if applicable) provided that the Qualified Beneficiary has timely and properly notified PSP of a second qualifying event or disability determination. Such notice will be sent as soon as reasonably possible, but no later than, five (5) days after receipt of written notice of such event from the affected Qualified Beneficiary (or any other qualified beneficiary).

3. Processing COBRA Elections.
 - (a) PSP will collect and process the Election Forms submitted by Qualified Beneficiaries and send a report to Client identifying which Qualified Beneficiaries elected COBRA coverage and the coverage they elected. An Election Form will be deemed by PSP to be timely sent by a Qualified Beneficiary if it received in the offices of PSP or, if earlier, is postmarked by a date that is no later than the date that is sixty-three (63) days from the date the notice was sent by PSP, except as otherwise instructed by the Client in writing.
 - (b) PSP will process elections for COBRA Coverage under the applicable Health Plan. Determinations regarding eligibility for COBRA Coverage will be made in accordance with the written terms and conditions of the respective Plan. PSP will determine if a person is entitled to COBRA Coverage based upon information provided to it by Plan Administrator. PSP will refer to Plan Administrator any claim or class of claims specified in writing by Plan Administrator as well as any claim that is disputed after the initial denial. The Plan Administrator will have final discretionary authority to make all determinations regarding COBRA Coverage under the applicable Health Plan.
4. Reinstatement. Provided the individual elects COBRA Coverage and timely pays any required premiums within the timeframes described in the election notification, PSP will complete and submit any required documentation to insurance carriers, Health Plan and/or third party service providers regarding reinstatement of the coverage for COBRA Coverage purposes.
5. Open Enrollment and Changes in Coverage. PSP will send notices to Qualified Beneficiaries of the right to make changes to their coverage during the Client's open Enrollment Period. Such notices will be distributed to the last known addresses of all Qualified Beneficiaries in the PSP records who are currently receiving COBRA coverage prior to the beginning of the annual enrollment period. PSP will also process any requested mid-year changes in elections in accordance with the Client's plan documentation to the extent that Client has duly authorized PSP to do so with any health insurer or health plan.
6. Premium Billing and Collection. PSP will notify the Qualified Beneficiary of the amount due for the initial premium, which will be considered due forty-five (45) days after the date the election is made. PSP will provide Qualified Beneficiary with coupons (i.e. payment booklet) notifying the Qualified Beneficiary of the amount due and the due date. All subsequent premiums will be due thirty (30) days after the due date, which will be considered the first day of each month of the COBRA continuation coverage period unless instructed otherwise in writing by the Client. Premiums will be considered timely received if they are received in the offices of PSP or, if earlier, postmarked by applicable due date (including any grace periods). Premiums collected by PSP will be deposited into a PSP bank account but will be accurately accounted for in the books. PSP will send all premiums collected the previous month to Client by the tenth (10th) day after the end of the month, minus the administrative fee permitted under applicable law which PSP will retain as part of its administration fee. PSP will submit premiums to third parties upon written instruction from the Client. In addition, PSP will retain any interest earned on such funds while held in a PSP account as an administrative fee. Notwithstanding the previous two sentences, premiums will not be commingled with PSP's own funds.
7. Notice of Termination and Conversion. If Client notifies PSP that conversion rights must be offered to a Qualified Beneficiary, PSP will send notice to the last known address of the Qualified Beneficiary in the PSP records that COBRA coverage is ending. PSP will simultaneously notify Qualified Beneficiaries that they are eligible for conversion coverage, where applicable

8. Provider/Carrier Response. PSP will provide responses to inquiries by providers and/or insurance carriers regarding coverage status of Qualified Beneficiaries. All responses will be based solely on the current information maintained by PSP as provided by Client.
9. Transfer of Data. PSP will establish a standard procedure for exchanging information.

B. Client Responsibilities

1. Initial and Annual Census. Client, at least two weeks prior to commencement of services under this Appendix, will submit to PSP the following information
 - (a) Complete roster of all employees who are active participants in the Health Plans. This information may be submitted on forms provided by PSP, from computer records that contain the same information requested on forms provided by PSP, or by providing copies of all Health Plan enrollment forms.
 - (b) A completed and signed questionnaire regarding Health Plans offered by Client.

A completed data sheet (provided by PSP) for each of the following: COBRA participants, Qualified Beneficiaries who have been notified and are in the election period, and Qualified Beneficiaries who have not been notified.

Client will notify PSP of the total number of full time equivalent employees maintained on Client's payroll records for the most recently completed calendar year. Initially, this information will be provided upon execution of this Agreement. Thereafter, the information will be provided in writing to PSP by December 31 of each subsequent calendar year.

PSP is entitled to rely upon the census information provided by Client and is under no obligation to independently verify such information.

2. Late Notification to PSP. PSP's responsibilities under this Agreement are triggered upon notification by Client and/or Plan Administrator as described in this Appendix. If such notification is not timely made, PSP will perform its responsibilities in a diligent manner. However, ultimate responsibility for any consequences, damages, etc., attributable in whole or in part to the late notification to PSP remain with Client and Plan Administrator. For purposes of this provision, "timely" refers to a period of time reasonably sufficient for PSP to perform its responsibilities within the time period required under COBRA.
3. Initial Notice. Client is required to review the Initial Notice with its selected legal counsel to ensure that it is consistent with applicable law, its Health Plans and any requirements imposed with regard to its Health Plans by the Health Plan vendors. Client will notify PSP of the names and addresses of each covered employee, covered spouse and covered dependent (if residing at a different address) as soon as reasonably possible after such individuals become covered under the Health Plans.
4. Alternative Coverage and COBRA Waivers. Client and Plan Administrator must notify PSP of any Alternative Coverage that impacts the services that would otherwise be provided by PSP under this Agreement. PSP is entitled to rely on the information provided by Client and Plan Administrator. Client will obtain and provide to PSP the necessary COBRA waivers and alternative coverage elections for each Qualified Beneficiary if Client offers alternative coverage in lieu of COBRA coverage.

5. **Election Form.** Client will review the Election Form with its selected legal counsel to ensure that it is consistent with applicable law, its health plans and any requirements imposed with regard to its health plans by the health plan vendors.
6. **Eligibility and Notification to PSP of Right to Elect.** Client is solely responsible for determining whether an initial Qualifying Event has occurred and for timely notifying PSP of the names and last known address of each Qualified Beneficiary entitled to elect coverage as well as the Qualifying Event that has occurred and coverage that is to be offered. Client is also responsible for notifying PSP which health plan options covering the Qualified Beneficiaries can be elected separately or not.
7. **Review of COBRA Election Report.** Client is responsible for reviewing the report of Qualified Beneficiaries who have elected COBRA submitted by PSP and notifying PSP of any errors of which it is aware within five (5) business days of receipt from PSP.
8. **Open Enrollment and Changes in Coverage.** Client, for each Benefit Plan, will notify PSP of the start and duration of the open enrollment period as well as the Benefit Plan options that must be made available to Qualified Beneficiaries during the open enrollment period.
9. **Cost of COBRA Coverage.** Client will notify PSP of the applicable premium(s) and any changes to the applicable premium(s) at least thirty (30) days prior to the start of the twelve-month period to which they relate
10. **COBRA Coverage Conversion Rights.** Client is responsible for notifying PSP of any conversion rights that must be offered.
11. **Continuation Coverage Required by State Law.** Client is responsible for compliance with any applicable state law requiring the provision of continuation coverage. PSP will not provide administrative services with respect to such continuation coverage.

<u>Optional Services</u>	<u>Optional Fees</u>
These are provided only upon request of the Client.	
1. Benefit Plan consulting, including but not limited to, discussions regarding Benefit Plan design, compliance and communications.	Quote
2. Requested changes to any standard administrative procedures established by PSP.	Quote
3. Exchanging information by means other than the standard procedure established by PSP (as set forth above). PSP will provide Client with several options for transferring data, including diskette, model file transfer or if the foregoing transfer methods are not available for the Client's payroll system, in a mutually acceptable format.	Quote

RETIREE ALTERNATIVE COVERAGE IN LIEU OF COBRA BILLING APPENDIX

The Client has independently concluded that the _____ Plan ("Health Plan") is subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and applicable state law, as subsequently amended. Consequently, Client is required to perform certain acts in order to comply with COBRA and state continuation of coverage laws. Client has determined that under the terms of the Health Plan certain retirees and their qualified beneficiaries may waive COBRA and elect alternative coverage in the form of self-paid retiree coverage under the Health Plan. Client has engaged PSP to perform services to assist with billing for retirees alternative coverage in lieu of COBRA coverage.

The effective date of this Service Appendix is the effective date of the Agreement or if later, the date that both parties have signed this Service Appendix as set forth below. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, the Agreement controls.

PSP and Client Responsibilities

Client has asked PSP to provide the retiree self-pay coverage billing services indicated below for retirees and their qualified beneficiaries who have waived COBRA and elected alternative coverage in the form of self-paid retiree coverage under the Health Plan.

1. Premium Billing and Collection.

- (a) PSP will notify the retiree and/or respective Qualified Beneficiary of the amount due for the initial premium, which will be considered due ____ days after the date the election is made. PSP will provide the retiree and each Qualified Beneficiary with coupons (i.e. payment booklet) stating the initial premium amount due and the due date. All subsequent monthly premiums will be due thirty (30) days after the due date, which is the first day of each month of the retiree coverage period, unless instructed otherwise in writing by the Client. Premiums will be considered timely paid if received in the offices of PSP or postmarked by the applicable due date (including any grace period). Premiums collected by PSP will be deposited into a PSP bank account but will be accurately accounted for in the accounting records of PSP. PSP will send all premiums collected the previous month to Client by the tenth (10th) day of the succeeding month. Premiums collected by PSP will be deposited into a PSP bank account but will be accurately accounted for in the books. PSP will send all premiums collected the previous month to Client by the tenth (10th) day after the end of the month, minus the administrative fee permitted under applicable law which PSP will retain as part of its administration. PSP will submit the premiums collected to third parties upon written instruction from the Client. In addition, PSP will retain any interest earned on such funds while held in a PSP account as an administrative fee. Notwithstanding the previous two sentences, PSP will not commingle the collected premiums with PSP's own funds.
- (b) Client is responsible for notifying PSP of the applicable retiree coverage premium and any changes to the applicable premiums at least thirty (30) days prior to the effective date of any such change.

2. Notice of Termination Due to Retiree's Medicare Eligibility: PSP will send to the last known address of the retiree and each covered Qualified Beneficiary recorded in its records written notification that retiree coverage is ending at least sixty (60) days prior to the date a retiree and each Qualified Beneficiary becomes eligible for Medicare as communicated by Client to PSP.

Client will calculate and notify PSP at least ninety (90) days prior to the date a retiree or other Qualified Beneficiary will become eligible for Medicare.

3. *Provider/Carrier Response:* PSP will provide responses to inquiries by providers and/or insurance carriers regarding coverage status of retirees and Qualified Beneficiaries. All responses will be based solely on the current information maintained by PSP as provided by Client.
4. *Transfer of Data:* PSP will establish a standard procedure for exchanging information.

Client, at least two (2) weeks prior to commencement of services under this Agreement, Client will submit to PSP the following information:

- (a) Complete roster of all employees who are active participants in the Health Plans. This information may be submitted on forms provided by PSP, from computer records that contain the same information requested on forms provided by PSP, or by providing copies of all Health Plan enrollment forms.
- (b) A completed and signed questionnaire regarding the Health Plan under which retiree alternative coverage is offered by Client.
- (c) A completed data sheet (provided by PSP) for each of the following: (i) retirees currently maintaining coverage in the Health Plan under retiree self-pay alternative coverage, (i) Qualified Beneficiaries who have been notified and are in the COBRA election period; and (c) Qualified Beneficiaries who have not been notified of the option to elect retiree self-pay coverage in lieu of COBRA.

The responsibilities of PSP for retiree coverage premium billing are limited to those stated in this Appendix. The Client is solely responsible for all other aspects of retiree coverage under the Health Plan including, but not limited to, determining who is eligible for retiree self-pay coverage as alternative coverage to COBRA, obtaining and determining the sufficiency of all necessary COBRA waivers and elections for alternative coverage in the form of retiree self-pay coverage from each retiree and his/her Qualified Beneficiaries, determining the effectiveness of any such waivers and elections under applicable Federal and state continuation of group health plan coverage laws, maintaining the necessary plan documents, coordinating retiree coverage with insurance carriers, including any stop loss carrier, preparing and submitting all applicable governmental reporting, calculating and remitting all applicable taxes and fees imposed by state and/or Federal governmental agencies.

Client may engage PSP to perform the services delineated below upon terms mutually agreed upon by Client and PSP in writing.

<u>Optional Services</u> These are provided only upon request of the Client.	<u>Optional Fees</u>
1. Benefit Plan consulting, including but not limited to, discussions regarding Benefit Plan design, compliance and communications.	Quote
2. Requested changes to any standard administrative procedures established by PSP.	Quote
3. Exchanging information by means other than the standard procedure established by PSP (as set forth above). PSP will provide Client with several options for transferring data, including diskette, model file transfer or if the foregoing transfer methods are not available for the Client's payroll system, in a mutually acceptable format.	Quote

HIPAA CONFIDENTIALITY APPENDIX

Insert the executed Business Associate Agreement between PSP and the Plan.



BUSINESS ASSOCIATE AGREEMENT

Regarding

DATA PRIVACY AND SECURITY

This Business Associate Agreement (the "Agreement"), is made as of the 1 day of January, 2024 (the "Effective Date"), by and between Business Associate and Covered Entity (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 CFR parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 CFR parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated thereunder and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides certain plan related services to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain PHI that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 DEFINITIONS

The terms used in this Agreement but not otherwise defined in this Agreement have the same meaning ascribed in the HIPAA Rules:

A. Breach.

"Breach" will have the same meaning as the term "breach" in 45 CFR §§ 164.402.

B. Breach of Security.

"Breach of Security," as that term is defined in 45 CFR §164.402, and which includes the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of the PHI, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.



C. Business Associate.

"Business Associate" means Peak1 Administration, LLC, dba Peak One Administration.

D. Confidential Personal Information.

"Confidential Personal Information" will mean an Individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an Individual's financial account; or b) information that identifies an Individual and relates to: the physical or mental health or condition of the Individual; the provision of health care to the Individual; or payment for the provision of health care to the Individual.

E. Covered Entity.

"Covered Entity" means City of Everett

F. Designated Record Set or DRS.

"Designated Record Set" or "DRS" will have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.B.

G. Electronic Protected Health Information or PHI.

"Electronic Protected Health Information or PHI" will have the meaning in the Security Rule, 45 CFR § 160.103.

H. HIPAA Rules.

"HIPAA Rules" means the Privacy, Security, Breach Notification and Enforcement Rules 45 CFR 160 and 164.

I. Information.

"Information" will mean any "health information" as defined in 45 CFR §160.103.

J. Individual.

"Individual" will mean the person who is the subject of the PHI and will include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

K. National Provider Identifier.

"National Provider Identifier" refers to the rules under 45 CFR Part 162 that require HIPAA covered entities to utilize a ten digit identifier in PHI related transactions.

L. Protected Health Information or PHI.

"Protected Health Information or PHI" means "protected health information" as defined in 45 CFR § 160.103 that is used, disclosed, transmitted or maintained in any form.



M. Required By Law.

"Required By Law" has the same meaning as the term required by law in 45 CFR § 164.501.

N. Secretary.

"Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.

O. Security Incident.

"Security Incident" will have the same meaning as the term Security Incident in 45 CFR § 164.304.

P. Unsecured PHI.

"Unsecured PHI" will mean PHI that is not rendered unusable, unreadable, or undecipherable to unauthorized Individuals through the use of a technology or methodology specified by the Secretary.

SECTION 2 CONFIDENTIALITY AND HIPAA

The Parties will comply with all applicable federal and state laws governing the confidentiality and privacy of health information including, without limitation, the HIPAA Rules, and Confidential Personal Information.

A. Purposes for which PHI May Be Disclosed to Business Associate.

In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement and the service agreement, Covered Entity may disclose PHI to Business Associate in connection to any products and/or services rendered by Peak1 Administration LLC.

B. Obligations of Business Associate.

Business Associate represents warrants and covenants that:

(1) Use and Disclosure of Protected Health Information.

a) Business Associate, its directors, officers, subcontractors, employees, affiliates, agents, and representatives (collectively, "Representatives"): (i) will limit the use, transmission or disclosure of PHI and Confidential Personal Information to the minimum necessary consistent with the Covered Entity's policies and procedures to perform its duties and obligations under this Agreement and the agreement for services between the Covered Entity and the Business Associate ("Service Agreement"). The phrase "minimum necessary" will be interpreted in accordance with the Health Information Technology for Economic and Clinical Health Act ("HITECH"), HIPAA Rules and government guidance on the definition (i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible); (ii) will not use or disclose PHI other than as permitted or required by this Agreement, the Service Agreement, or as Required by Law; and (iii) will not use or disclose PHI in any manner that violates applicable laws or would violate such laws if used or disclosed in such manner by the Covered Entity.



b) Business Associate and its Representatives will provide adequate training to their respective workforces to ensure compliance with this Agreement and applicable law.

c) Subject to the restrictions stated in Section 2(B)(1)(a) above and throughout this Agreement, Business Associate may use the information received from Covered Entity if necessary for (i) the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate.

d) As between Business Associate and Covered Entity, all Plan confidential information, Confidential Personal Information and PHI will be and remain the sole property of Covered Entity or the Individual to whom the Confidential Personal Information or PHI relates, including any and all forms and copies of any such PHI developed or maintained by Business Associate or its Representatives. Neither Business Associate nor any of its Representatives will compile or distribute analyses to or for third parties using any PHI without Covered Entity's express written consent.

(2) Availability of Books and Records.

Business Associate will permit Covered Entity and Secretary and other regulatory and accreditation authorities to audit Business Associate's internal practices, books and records at reasonable times as they pertain to the use and disclosure of PHI received from, or created, maintained or received by Business Associate on behalf of, Covered Entity in order to ensure that Covered Entity and Business Associate are in compliance with the requirements of this Agreement and the HIPAA Rules or other applicable laws and regulations. Business Associate will cooperate in such audits and will provide copies of any documents reasonably requested by Covered Entity at no charge.

(3) Access of Individuals to Information.

a) Business Associate will, within five (5) days of a written request by Covered Entity or a request for information consistent with applicable law, make PHI about an Individual contained in a DRS available to the Covered Entity to enable Covered Entity to respond to a request by the Individual for access pursuant to 45 CFR § 164.524 or to the requesting Individual if the Business Associate receives the request directly. Business Associate will make available to Covered Entity such PHI for so long as such information is maintained in the DRS.

b) If Business Associate maintains a DRS for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 CFR § 164.524. If the PHI is in electronic format, the Individual will have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the Individual in accordance with HITECH section 13405 (c). Under the HIPAA Rules the Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate will make reasonable efforts to assist Covered Entity in meeting this deadline. The information will be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate will permit access according to its policies and procedures implementing the Privacy Rule.



c) Any denial of access to PHI determined by Covered Entity pursuant to 45 CFR § 164.524, and conveyed to Business Associate by Covered Entity, will be the responsibility of Covered Entity, including resolution or reporting of all appeals or complaints arising from denials.

d) Business Associate will support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 CFR § 164.524.

(4) Amendment of Information.

If Business Associate maintains PHI in a Designated Record Set, Business Associate will make amendments to PHI at the request and direction of Covered Entity pursuant to 45 CFR 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 CFR § 164.526.

(5) Accounting of Permitted Disclosures.

a) Disclosure Accounting. To allow Covered Entity to meet its disclosure accounting obligations under 45 CFR § 164.528:

(i) *Disclosures Subject to Accounting.* Business Associate will record the information specified below ("Disclosure Information") for each disclosure of PHI, not exempt from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

(ii) *Disclosures Not Subject to Accounting.* Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of PHI if the Covered Entity is not Required By Law to account for such disclosures.

b) Disclosure Information. With respect to any disclosure by Business Associate of PHI that is not exempt from disclosure accounting, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(i) *Disclosure Information Generally.* Except for repetitive disclosures of PHI as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity or Individual to which Business Associate made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure.

(ii) *Disclosure Information for Repetitive Disclosures.* For repetitive disclosures of PHI that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, interval, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.



c) Availability of Disclosure Information. Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates (three (3) years for disclosures related to an Electronic Health Record, starting with the date specified by the Department of Health and Human Services (HHS)). Business Associate will make the Disclosure Information available to Covered Entity within fifteen (15) calendar days following Covered Entity's request for such Disclosure Information to comply with an Individual's request for disclosure accounting. Effective as of the date specified by HHS with respect to disclosures related to an Electronic Health Record, Business Associate will provide the accounting directly to an Individual making such a disclosure request, if a direct response is requested by the Individual.

d) Business Associate will support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 CFR § 164.528 as soon as practicable, but not later than sixty (60) days.

(6) Compliance with Electronic Transactions Rule.

a) If Business Associate conducts in whole or in part electronic transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Representatives it involves with the conduct of such transactions to comply, with each applicable requirement of the Electronic Transactions Rule. Business Associate will also comply with the National Provider Identifier requirements, if and to the extent applicable.

(7) De-identified Information.

Business Associate may use and disclose de-identified health information only with the prior written approval from the Covered Entity, and only if the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate will review and comply with the requirements of this Agreement.

(8) Notice of Privacy Practices.

Business Associate will abide by the limitations of Covered Entity's Notice of Privacy Practices, of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice of Privacy Practices; provided, however, that the amended Notice of Privacy Practice will not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice of Privacy Practice.

(9) Withdrawal of Authorization.

If the use or disclosure of PHI under this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate will, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Rules expressly applies.

(10) Knowledge of HIPAA Rules.

Business Associate will review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rules, as well as any applicable amendments.

C. Obligations of Covered Entity.

(1) Use and Disclosure of Protected Health Information.

Covered Entity, its employees, affiliates, agents, and representatives:

- (a) Will comply with the HIPAA Rules in its use or disclosure of PHI;
- (b) Will not use or disclose PHI in any manner that violates applicable federal and state laws;
- (c) Will not request Business Associate to use or disclose PHI in any manner that violates applicable federal and state laws if such use or disclosure were done by Covered Entity;
- (d) May request Business Associate to disclose PHI directly to another party only for the purposes allowed by the HIPAA Rules;
- (e) Will provide Business Associate with any changes in or revocation of permission by Individual to use or disclose PHI if these changes affect Business Associate's permitted or required uses and disclosures;
- (f) Will notify Business Associate of any restrictions to the use or disclosure of PHI that Covered Entity has agreed to consistent with 45 CFR § 164.522; and
- (g) Will comply with the requirements of HITECH.

**SECTION 3
DISCLOSURE TO THIRD PARTIES**

A. Subcontractors and Agents.

Business Associate will obtain and maintain a written agreement with each Representative that has or will receive, create, maintain, transmit or have access to PHI, on behalf of Business Associate, under which such Representative agrees to the same restrictions, requirements, and conditions that apply to Business Associate pursuant to this Agreement and applicable law.

Business Associate will also: (1) obtain reasonable assurances from the person to whom the PHI and Confidential Personal Information is disclosed that it will be held confidentially and used or further disclosed only to the minimum amount necessary consistent with applicable state and federal law, as Required By Law, or for the authorized purpose for which it was disclosed, and (2) obligate such person to promptly notify Business Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

Business Associate will ensure that any Representative of Business Associate agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI and Confidential Personal Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate will be liable to Covered Entity for any acts, failures or omissions of any of its Representatives in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate will specifically advise its Representatives of, and require that its Representatives comply in all respects with the terms of this Agreement.



B. Receiving Remuneration in Exchange for PHI.

Neither Business Associate nor any of its Representatives will, directly or indirectly, receive remuneration in exchange for any use, transfer or access to any PHI or Confidential Personal Information of an Individual unless the Covered Entity or Business Associate obtained from the Individual a prior valid authorization that complies with applicable law that includes a specification of whether the PHI or Confidential Personal Information can be further exchanged for remuneration by the entity receiving PHI of that Individual.

**SECTION 4
SAFEGUARDS**

A. Implement Safeguards to Protect Confidentiality.

Business Associate will develop, implement, use and maintain appropriate administrative, technical, and physical safeguards, consistent with the size and complexity of Business Associate's operations to ensure that PHI or Confidential Personal Information is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate will implement administrative, physical and technical safeguards in compliance with Subpart C of 45 CFR Part 164 to reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity in a manner consistent with the terms of this Agreement, the Service Agreement and applicable law.

Business Associate will assure that all PHI will be secured when accessed by Business Associate's Representatives. Any access to PHI by Business Associate's Representatives will be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate eliminating the legitimate business needs for such Representative to access to PHI – either by revision of duties or termination – will be immediately reported to Covered Entity. Such reporting will be made no later than the third business day after the personnel change becomes effective.

B. Implement Safeguards to Protect Electronic Protected Health Information.

Business Associate will develop, implement, and use appropriate administrative, physical, and technical safeguards consistent with applicable law and this Agreement that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and Confidential Personal Information that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate will ensure that PHI and Confidential Personal Information contained in portable devices or removable media is encrypted.

Such safeguards will include, without limitation, implementing written policies and procedures in compliance with HIPAA and ARRA, conducting a security risk assessment, and training Business Associate employees who will have access to PHI with respect to the policies and procedures required by applicable HIPAA Rules.

C. Annual Guidance.

Business Associate will, at its own cost and effort, monitor the issuance of guidance by the Secretary on the most effective and appropriate technical safeguards for use in carrying out the security standards in subpart C of part 164 of title 45, Code of Federal Regulations.



D. Privacy Provisions.

The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity will equally apply to the Business Associate.

**SECTION 5
REPORTING OF BREACHES, IMPROPER DISCLOSURES,
AND SECURITY INCIDENTS**

A. Breaches.

(1) Reporting of Privacy or Security Breach.

Business Associate will report to Covered Entity any use or disclosure of PHI by Business Associate or any Representatives not permitted by this Agreement and the Service Agreement along with any Breach or possible Breach of Unsecured PHI. Business Associate will treat the Breach or possible Breach as being discovered in accordance with 45 CFR § 164.410. Business Associate will make the report to Covered Entity's Privacy Official immediately following the discovery of a breach of such information. Initial notification of the breach does not need to be in compliance with Sub Title D Title IV Section 13402 of the HITECH Act; however, Business Associate must provide to Covered Entity in writing all information necessary for Covered Entity to comply with Sub Title D Title IV Section 13402 of the HITECH Act without delay, and in no case later than 15 days following the discovery of the breach. If a delay in notification is requested by a law-enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate will prepare a written assessment of the risk of harm to the Individuals affected by the Breach and provide the same to the Covered Entity as soon as reasonably possible after discovery of the Breach. Business Associate will update its assessment as additional information is obtained and will provide all updated assessments to Covered Entity as soon as reasonably possible but not later than five (5) days after Business Associate obtains additional information.

(2) Contents of Report of Breach.

Business Associate's written report of a Breach and assessment required under paragraph (1) above pertaining to a Breach or possible Breach will include, at a minimum: (a) the identification of each Individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (b) the date of the Breach, possible Breach, or other non-permitted use, access or disclosure, if known; (c) the nature and scope of the Breach, possible Breach, or other non-permitted use or disclosure; (d) who impermissibly used or to whom the information was impermissibly disclosed or committed the Breach; (e) the investigational actions Business Associate took or will take to prevent further non-permitted uses or disclosures; (f) the Business Associate's written assessment of whether there is a low probability that the PHI has been compromised, along with the basis for its assessment; (g) a description of the Business Associate's response to the Breach, including steps taken to mitigate the risk of harm; (h) steps affected Individuals should take to protect themselves; and (i) if the Business Associate asserts that the impermissible use or disclosure falls within one of the exceptions to the definition of "breach" under 45 CFR § 164.402, which exception.

The Business Associate will promptly notify Covered Entity, in writing, of any additional information relevant to the impermissible use, access or disclosure of information as it becomes available. The Business



Associate, upon request by the Covered Entity, will provide Covered Entity all information relevant to Business Associate's written assessment of harm to affected Individuals.

(3) Breach Notification to Individuals.

Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of Unsecured PHI. Business Associate must provide to Covered Entity in writing all information necessary for Covered Entity to comply with Sub Title D Title IV Section 13402 of the HITECH Act without reasonable delay, and in no case later than 30 days following the discovery of the breach. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those Individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those Individuals whose PHI has been breached will be made under the direction, review and control of Covered Entity.

(4) Breach Notification for Other Confidential Personal Information.

In addition to the reporting under paragraph 1, Business Associate will notify Covered Entity of any breach of computerized Confidential Personal Information. Such notification will include the information required under paragraph (2) above.

(5) Mitigation.

In the event of a Breach by Business Associate or any Representative, Business Associate at its sole cost will, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such Breach that is known to Business Associate. Business Associate will cooperate with Covered Entity in preparing and providing notification to affected Individuals or Secretary of a Breach of Unsecured PHI that the Covered Entity determines is appropriate. The Business Associate will pay all reasonable costs incurred by Covered Entity related to addressing a Breach of Unsecured PHI maintained or under the control of Business Associate or its Representatives.

B. Improper Disclosures.

Business Associate will track all disclosures of PHI to third parties, including those made to Business Associate's Representatives, other than those disclosures that meet the exception criteria of 45 CFR § 164.528.

Business Associate will report to Covered Entity any use or disclosure of any PHI by Business Associate or its Representatives that does not constitute a Breach, but is an unauthorized or improper use or disclosure of any PHI under this Agreement or applicable federal and state laws. Business Associate will report to Covered Entity any such unauthorized use or disclosure as soon as practicable, but in no event later than five (5) business days of the date on which Business Associate becomes aware of such use or disclosure. In the event of an unauthorized use or disclosure, Business Associate will at its sole cost, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of any such disclosure that is known to Business Associate under the same terms that Business Associate would mitigate a Breach.

C. Security Incidents.

Business Associate will report to Covered Entity any attempted or successful (1) unauthorized access, use, disclosure, modification, or destruction of Electronic PHI, or (2) interference with Business Associate's system operations in Business Associate's information systems that contain Electronic PHI, of which Business



Associate becomes aware. Business Associate will make this report by the fifth (5th) day of the month immediately following any such security incident, except if any such security incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured PHI, Business Associate will make the report in accordance with the provisions set forth in the paragraph above.

D. Equitable Remedies.

Business Associate acknowledges and agrees that Covered Entity will suffer irreparable damage upon Business Associate's breach of this Agreement, and that such damages will be difficult to quantify.

Business Associate acknowledges and agrees that Covered Entity may file an action for an injunction to enforce the terms of this Agreement against Business Associate, in addition to any other remedy Covered Entity may have. Where Covered Entity has knowledge of any material breach by Business Associate, Covered Entity may take proceedings against Business Associate before any Court having jurisdiction to obtain an injunction or any legal proceedings to cure or stop such material breach, without more notice than is set forth in Section 8.H. of this Agreement.

E. Penalties for Noncompliance.

Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules and sections 1176 and 1177 of the Social Security Act (42 USC § 1320d-5, 1320d-5) will apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

SECTION 6 TERM AND TERMINATION

A. General Term and Termination.

This Agreement will become effective on the Effective Date and will terminate upon the termination or expiration of the Service Agreement and when all PHI and Confidential Personal Information provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with Section 6.C below, destroyed or returned to Covered Entity or, if it is not feasible to return or destroy PHI or Confidential Personal Information, the protections are extended to such information, in accordance with the terms of this Agreement.

B. Material Breach.

Where either Party has knowledge of a material breach by the other Party of its obligations under this Agreement, and if a cure is possible, the breaching Party will have an opportunity to cure. If the breaching Party does not cure the breach within ten (10) business days of breaching Party's receipt of notice from the non-breaching Party, the non-breaching Party may terminate this Agreement and the Service Agreement.

Covered Entity will have the right to cure any breach of Business Associate's obligations under this Agreement at the sole expense of Business Associate. Covered Entity will give Business Associate notice of its election to cure any such breach, and Business Associate will cooperate fully in the efforts by Covered Entity to cure Business Associate's breach. Business Associate will remit payment to the Covered Entity for costs incurred to cure Business Associate's breach within fifteen (15) business days of Covered Entity's request for payment.



In the event that either Party has knowledge of a material breach of this Agreement by the other Party and cure is not possible, the non-breaching Party may terminate this Agreement and the Service Agreement. When neither cure nor termination is feasible, the non-breaching Party may report the violation to the Secretary.

C. Effect of Termination.

(1) Return or destruction of PHI and Confidential Personal Information if feasible.

Except as provided in paragraph (2) of this sub-section below, upon termination of this Agreement for any reason, Business Associate will, if feasible, return or destroy all PHI and Confidential Personal Information received from Covered Entity, or created or received by Business Associate and its subcontractors on behalf of Covered Entity that Business Associate maintains in any form. Business Associate will not retain any copies of the PHI or Confidential Personal Information. If return of PHI or Confidential Personal Information is not feasible, Business Associate will destroy all such information in accordance with applicable law and guidelines published by HHS. Business Associate will document in writing the destruction of PHI and Confidential Personal Information by the Business Associate including at a minimum:

- Date of destruction.
- Method of destruction.
- Description of the destroyed record series or medium.
- Inclusive dates covered.
- The signatures of the Individuals supervising and witnessing the destruction.

Business Associate must provide this documentation to Covered Entity within thirty (30) days of termination of this Agreement.

This provision will also apply to PHI and Confidential Personal Information that is in the control of Representatives of Business Associate.

(2) Procedure When Return or Destruction is not Feasible.

If Business Associate notifies Covered Entity of the conditions that make return or destruction of PHI and Confidential Personal Information infeasible, upon mutual agreement of the Parties that return or destruction of PHI and Confidential Personal Information is infeasible, Business Associate will extend the protections of this Agreement to the PHI and Confidential Personal Information retained and limit further uses and disclosures of the PHI and Confidential Personal Information to those purposes that make the return or destruction infeasible, for as long as Business Associate or any Representative maintains the PHI or Confidential Personal Information.

(3) Continuing Privacy and Security Obligation.

Business Associate's obligation to protect the privacy and safeguard the security of PHI and Confidential Personal Information and report any impermissible use or disclosure as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.



D. Transition.

Upon termination of this Agreement for any reason, Business Associate upon request by Covered Entity will transmit the PHI and Confidential Personal Information maintained, created or received by Business Associate or its Representatives to the entity or Individual designated by Covered Entity.

**SECTION 8
MISCELLANEOUS**

A. Regulatory References.

A reference in this Agreement to a Section in the HIPAA Rules means the Section as in effect or as amended.

B. Interpretation.

Any ambiguity in this Agreement will be resolved to permit Covered Entity to comply with the HIPAA Rules.

C. No Third Party Beneficiaries.

Except as expressly provided for in the HIPAA Rules, there are no third party beneficiaries to this Agreement. Business Associate's obligations under this Agreement are owed to the Covered Entity only.

D. Amendment.

The Parties will take any action necessary to amend this Agreement from time to time to enable the Covered Entity and Business Associate to comply with the requirements of the HIPAA Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191 and HITECH or other applicable privacy laws. This Agreement may not be modified except by a written amendment or modification executed by both Parties.

E. Counterparts.

This Agreement may be executed in two or more counterparts, each of which will be an original, but all of which taken together will constitute one instrument. An electronic copy of an executed original will be valid as an original.

F. Conflicting Terms.

In the event any terms of this Agreement conflict with any terms of the Service Agreement, the terms of this Agreement will govern and control.

G. Idaho Law; Submission to Jurisdiction; Waiver of Jury Trial.

THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF Idaho, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW. EACH PARTY IN THIS AGREEMENT SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KOOTENAI COUNTY AND OF ANY IDAHO STATE COURT SITTING IN KOOTENAI COUNTY FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS



AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

H. Notices.

All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement must be in writing and delivered either personally, or by certified mail with postage prepaid and return receipt requested, or by overnight courier to the party to be notified. All communications will be deemed given when received. The addresses of the parties will be as follows; or as otherwise designated by any party through notice to the other party:

If to Covered Entity:

City of Everett
2930 Wetmore Ave
Everett, WA 98201

If to Business Associate:

Peak1 Administration, LLC
3903 E Primrose Lane, Suite 102
Post Falls, ID 83854

I. Survival.

The obligations of Business Associate under Sections 2, 4, 5, 6 and 7 will survive the termination or other completion of this Agreement for as long as Business Associate maintains any PHI of the Covered Entity.

J. Merger.

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the matters of this Agreement.

K. Waiver.

A failure by either party to enforce the other party's performance of a provision of this Agreement will not constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement.

L. Severability.

If a court of competent jurisdiction finds a provision of this Agreement unenforceable, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.



M. Recitals.

The recitals on page one (1) of this Agreement are restated and incorporated by this reference and will form part of this Agreement.

N. Headings.

Headings within this Agreement are for convenience only and will have no effect in limiting or extending the language of the provisions to which they refer.

O. Assignment.

Neither party may directly or indirectly assign or transfer this Agreement by operation of law or otherwise without the prior consent of the other Party. All obligations contained in this Agreement will extend to and be binding upon the Parties to this Agreement and their respective successors, assigns, and designees.

IN WITNESS WHEREOF, the authorized representatives of the Covered Entity and Business Associate have executed this Agreement as of the Effective Date.

COVERED ENTITY - CLIENT

BUSINESS ASSOCIATE - PEAK ONE

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____



PEAKONE

administration



A PROPOSAL PREPARED for City of Everett

CREATED BY

Amy Markham

Implementation Specialist

ammarkham@peakoneadmin.com

208-758-0326



THE SUMMIT OF INNOVATION

Peak One Administration services meet at the apex of convenience and value. We recognize that your company has a choice for employee benefits administration. We will work to earn your trust by continually operating around the three pillars of customer satisfaction: integrity, accuracy, and innovation.



PEAKONEADMIN.COM

3903 E Primrose Lane, Suite 102

Post Falls, Idaho 83854

866.449.9777

sales@peakoneadmin.com

WHERE WE HAVE BEEN

Since our inception, we have delivered top value and convenience by reducing costs and simplifying the business of health care. We have not settled for state of the art—we have innovated technology. Our clients trust us because we have enabled them to offer a wide range of consumer-centric benefits to their employees. Headquartered in Coeur d'Alene, Idaho, Peak1 Administration is a third-party administrator (TPA) that has quickly become a top choice.

WHERE WE ARE GOING

Our mission is simple: We provide the innovative tools necessary to help you reach your own mountain top. We want to be the primary distribution point for all your ancillary and account-based products.

REACH THE SUMMIT WITH US

Peak One Administration delivers accurate, high-quality products at a price that helps you breathe easy when evaluating your return on investment. Let us guide you to the apex!

THE PEAK ONE DIFFERENCE

At Peak One we pride ourselves on listening to our customers. In today's world that sounds like a cliché, but hard work coupled with exceptional customer service is the standard of our organization and we work hard every day to achieve that standard. Any administrator can provide services, but what sets Peak One apart from the others is:

- A designated Account Manager for each client
- Our call center answered by live representatives in our offices
- Strategic partnerships with the top insurance agencies and carriers in the region
- The ability to connect with our clients through advanced technology (Mobile app solution, client, and employee portal with access to real-time transactions, advanced debit card functionality, custom reporting tools and more)

Integrity • Respect • Empowerment • Teamwork • Accountability • Innovation

ABOUT PEAK ONE FLEXIBLE SPENDING ACCOUNT ADMINISTRATION

Peak One Administration recognizes the challenges inherent in selecting a service and technology partner. Differences between competitors' products can be difficult to assess or impossible to objectively measure. The primary difference our clients notice with Peak One is our consultative approach and our future-focused vision.

We take the time to:

- Understand your company's objectives
- Understand the value of those objectives in the context of your specific business
- Determine your company's success criteria
- Offer services that meet your objective and
- Establish metric performance goals based on your criteria

PEAK ONE
administration



FLEXIBLE SPENDING ACCOUNT (FSA)

As more and more of your employees' household budgets are allocated to healthcare expenses, you can offer them a way to save money and offset increasing health and dependent care costs. With a Peak One Flexible Spending Account (FSA), your employees gain more spending money per paycheck while you reduce your company's payroll tax liability.

PEAK ONE FSA FEATURES:

- Enjoy tax savings with pre-tax deductible contributions and tax-free distributions used for qualified plan expenses including daycare and adoption assistance.
- Quickly and easily access funds using the Peak One debit card at point of sale, or request to have funds directly deposited to a bank account via online or mobile app
- Enjoy secure access to accounts using a convenient Consumer Portal available 24/7/365 and mobile access for employees "on the go"
- Easily file claims online and let the system determine approval based on eligibility and availability of funds
- Stay up to date on balances and action required with automated email and text alerts and convenient portal and mobile home page messages
- Roll over up to \$610 of unused funds into the next plan year (if you elect this option)
- Get one-click answers to benefit questions
- Dependent care/adoption assistance

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ABOUT PEAK ONE VEBA ADMINISTRATION

Peak One Administration recognizes the challenges inherent in selecting a service and technology partner. Differences between competitors' products can be difficult to assess or impossible to objectively measure. The primary difference our clients notice with Peak One is our consultative approach and our future-focused vision. We take the time to:

- Understand your company's objectives
- Understand the value of those objectives in the context of your specific business
- Determine your company's success criteria
- Offer services that meet your objective and
- Establish metric performance goals based on your criteria

VEBA

Runaway health care spending is one of the most pressing challenges facing employers today. A main driver of this spending appears to be that health care consumers have become increasingly insulated from the true cost of their health care coverage. Traditional medical insurance plans do little to encourage a consumer-focused approach to health care spending.

Many public sector employers who want to reduce or moderate spending are exploring plan design changes that incorporate consumer-directed or higher deductible health plans. These plans provide comprehensive coverage by combining a high-deductible health plan (HDHP) with a tax advantaged health reimbursement arrangement (HRA) or a health savings account (HSA).

These new plan designs offer a promising solution to the problem of how to best achieve more cost-conscious employee decision-making as unspent funds carry forward to future years, incenting employees to take ownership of their healthcare purchasing.

HOW IT WORKS

A Funded HRA is a flexible tax-free benefit solution that maximizes both the employer's and employee's interests. Unused HRA funds roll over each year and can continue to gain earnings and interest. This allows the participant to build a savings reserve for future health care expenses. The Funded HRA eliminates several steps in the process by streamlining administration. The result is a better user experience, increased visibility, and lower fees.

Peak One VEBA Features:

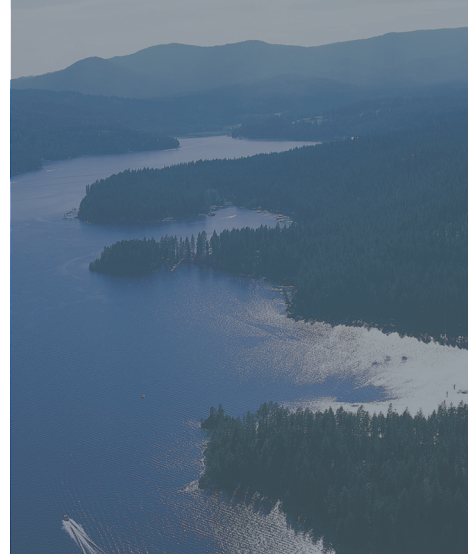
- Any Deductible, Any Carrier
- Multiple investment choices
- Seamless transition to HDHP
- Lower fees by streamlining administration
- Fast and convenient claims processing
- Experience you can count on

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OUR PURPOSE

Peak One Administration, a leader in the benefits administration industry, understands the importance of learning what our client's objectives, values and culture are. We recognize the challenges inherent in selecting a service and technology partner. Differences between competitors' products can be difficult to assess or impossible to objectively measure. The primary difference our clients notice with Peak One is our consultative approach and our future-focused vision.



OUR MISSION IS SIMPLE.

To become the Third-Party Administrator that people come to because they know we care about the issues that really matter to our customers. We believe that clients should have administration partners and vendors that are willing to use the total range of their experience and their exposure to other clients to help bring COBRA administration to new levels. Peak One has the vision to seek solutions, the passion to transform a stagnant industry, the tenacity to overcome obstacles and the leadership to demand accountability from everyone. We will challenge outdated and costly ways of doing business that undermine your ability to focus on what you do – support and add value to your company's core business.

Anyone can profess to provide robust COBRA administration. The difference lies in doing versus saying. Our proven experience and track record illustrate our core competency. We do one thing. We care about the issues that really matter to our customers. We pride ourselves in setting standards on being thorough, robust, flexible and secure with our processes and technology. However, providing services is our focus and has been since our inception. The quality of service ultimately separates your experience of one vendor versus another.



Our vision and our future focus ensure that you always have someone watching out for trends and opportunities, which can help you and all of our clients. We are passionate about what we do and how we do it.



THE PEAK ONE COBRA SOLUTION INCLUDES:

Web-based COBRA employer portal.

24/7 real-time access to Qualified Beneficiaries, payment data and reports.

Designated HIPAA and COBRA Certified Account Specialist.

An Account Specialist - Your direct contact for questions and enrollment. A direct phone number and email will be provided during implementation.

All required notices for a complete and compliant COBRA program.

General Notices (optional), COBRA Specific Rights Notice, new member login (upon election of COBRA), enrollment confirmation, payment coupon book, partial payment notice, plan change notice, 45-day notice with first premium month paid, subsidy notice, insignificant payment notice, COBRA termination notice and HIPAA Certificates (optional).

Regular updates on regulations and legislation changes.

On-going scheduled webinar training for employers and emailed news alerts on changes in legislation.

Qualified Beneficiary website and customer support.

Online ACH payment options available.

Answers to all of your COBRA questions.

Extensive knowledge of COBRA compliance through on-going EBIA training and COBRA Certification.

HIPAA Certificates of Creditable Coverage (optional).

Designated HIPAA compliance officer and mandatory in-house HIPAA training for all employees annually.

Web-based COBRA reporting for employer contacts and Qualified Beneficiaries.

HITECH Act compliant.

Encrypted email service meeting all HITECH requirements for transmission of Personal Health Information (PHI).

Open Enrollment services.

Notify all current Qualified Beneficiaries and retirees of plan changes, rate changes and open enrollment timeline specified by employer.

You're a person, not a number. We go above and beyond to help not only clients, but their employees as well.

PEAKONEADMIN.COM

YOU'VE CHOSEN PEAK ONE... WHAT'S NEXT?

Your Peak One implementation specialist will guide our three-stage process to get you up and running as quickly and easily as possible. Phone, email, and WebEx are used extensively throughout implementation process to maintain effective communication and momentum.

Stage 1:

Introduction &
Overview

Stage 2:

Account Setup

Stage 2:

Plan Management
& On-Going
Service

STAGE 1 INTRODUCTION AND OVERVIEW

Your implementation coordinator meets by phone with everyone who will have any role with the software, including operations and IT personnel, to make introductions and create the implementation project plan.

STAGE 2 INTEGRATION AND ACCOUNT SETUP

In this stage, your staff is trained on the details of system operation and the specific steps involved in completing various tasks. Your implementation coordinator will assist you in setting up your first groups, developing your migration plan, and learning and verifying the migration process.

STAGE 3 PLAN MANAGEMENT AND ON-GOING SERVICE

Once integration and account setup have been completed, your account specialist will request eligibility data. Eligibility data can be sent using an export form on your HRIS or payroll system. Once the data is imported and verified by Peak One, debit cards are ordered and the plan is ready for claims processing. Enrollment confirmations are sent to each participant with instructions on how to access the Peak One portal.

NONDISCRIMINATION TESTING

STANDARD	HRA ONLY	EXPANDED	COMPREHENSIVE
\$150.00 per test	\$150.00 per test	\$300.00 per test	\$500 per test
Tests key employee concentration test, the more than 5% owner's concentration test, the 55% average benefits test.	Tests eligibility, classification, and benefits of the HRA plan.	Tests Cafeteria Plan, Health FSA and Dependent Care plans	Tests Cafeteria Plan, Health FSA, Dependent Care and HRA plans.

CAFETERIA PLANS (SECTION 125) NONDISCRIMINATION TESTS

- Cafeteria Plan (Section 125) 25% Key Employee Concentration Test
- Cafeteria Plan Eligibility Test
- Cafeteria Plan Safe Harbor Percentage Test (Eligibility Test)
- Cafeteria Plan Contributions and Benefits Test – Availability & Utilization

HEALTH FSA (SECTION 105(H)) NONDISCRIMINATION TESTS

- Health FSA Eligibility Test – 3 Sub-Tests
- Non-Discriminatory Classification Test
- 70% Test
- 70%/80% Test
- Health FSA Benefits Test

DEPENDENT CARE (SECTION 129) NONDISCRIMINATION TESTS

- Dependent Care More-Than-5% Owners Concentration Test
- Dependent Care 55% Average Benefits Test
- Dependent Care Eligibility
- Dependent Care Safe Harbor Percentage Test (Eligibility Test)
- **Dependent Care Contributions and Benefits**

HRA (SECTION 105(H)) NONDISCRIMINATION TESTS

- HRA Eligibility Test – 3 Sub-Tests
- Nondiscriminatory Classification Test
- 70% Test
- 70%/80% Test
- Self-Insured Benefits Test



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PEAK ONE PROJECT PRICING

FSA, DCA & VEBA

First year setup - \$0.00

Annual administration - \$275.00

Monthly per VEBA participant - \$3.95

Monthly per FSA participant - \$3.95

One-time debit card fee per participant \$0.00

COBRA - Option 1

Annual Administration – Included in FSA

Monthly per eligible employee - \$0.55

Retiree Billing (PPPM) - \$4.00 + 1% of premium

***\$50 monthly minimum may apply (Total of all account-based products)**

Project title: Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Commonstreet Consulting LLC

Council Bill # *interoffice use*

Agenda dates requested:

11/29/23

Briefing

Proposed action

Consent 11/29/2023

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

Yes X No

Attachments:

Amendment

Department(s) involved:

Community Development

Legal

Contact person:

Julie Willie

Phone number:

425-257-7120

Email:

jwillie@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Waits Motel Relocation Services

Partner/Supplier: Commonstreet Consulting LLC

Location: Waits Motel

Preceding action: [Ordinance](#), 8.2.23

Fund: Fund 162 – CIP4

Fiscal summary statement:

[Original agreement dated 8.23.23](#) had a maximum compensation amount of \$45,000. This amendment will increase the total compensation to \$260,349.

Project summary statement:

The City Council adopted an ordinance on August 2, 2023, to exercise eminent domain to condemn the Waits Motel under the blight condemnation statute, RCW 35.80A. As part of the process, the City will provide relocation services to the Waits Motel's long-term residents.

The City entered into a professional services agreement with Commonstreet on August 23, 2023, to provide relocation services. The initial agreement was intended to get Commonstreet started, with significant supplementation anticipated later. This amendment is to enable Commonstreet to complete coordination of the relocation process.

Budget Amendment #3 (first and second reading 12-06-2023) will include an appropriation request for the total contract amount. A reappropriation will be requested in Budget Amendment #1 of 2024 for any unspent funds, as needed, to complete the project.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Commonstreet Consulting, LLC.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Commonstreet Consulting, LLC
City Project Manager	Julie Willie
	jwillie@everettwa.gov
Original Agreement Date	8/23/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 4/1/2024 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$45,000
	Compensation Added (or Subtracted) by this Amendment	\$215,349
	Maximum Compensation Amount After this Amendment	\$260,349.00

Changes to Scope of Work	Scope of Work is changed by ADDING the work in the attachment to this Amendment	Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	N/A	
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.	
	This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.	
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.	

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

COMMONSTREET CONSULTING, LLC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Casey Hodges

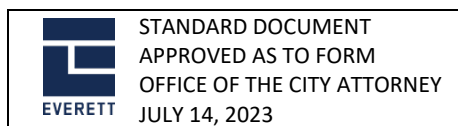
Signer's Email Address: casey@csrow.com

Title of Signer: Senior Project Manager

Date

ATTEST

Office of the City Clerk



ATTACHMENT
SUPPLEMENTAL SCOPE OF WORK
CITY OF EVERETT

**Waits Motel Community Outreach, Engagement, and Relocation Services Project
("Project")**

A. General Description of Work

Consultant will continue to support the City with coordination of community outreach and engagement, social services, property reclamation, replacement housing entitlements, moving entitlements, official notices, personal property moves, and other general relocation activities at the Waits Motel. Consultant will assist the City with needs assessments, outreach service coordination, site visits and planning, field coordination, and other general community outreach, relocation, and property management activities.

Individual tasks, some of which have already begun as of the date of this amendment, that may be needed are as follows:

Assessment & Reconnaissance

Consultant will provide support in identifying and addressing occupied and unoccupied units and other issues or impacts to the Waits Motel property.

Project Coordination

Consultant will provide additional program creation, management, advisory, and administrative support as directed by the City and agreed upon by Consultant.

Site Visits & Planning

Consultant will work with the City to establish a site visit plan.

Tracking, Reporting & Meetings

Consultant will provide the City with project tracking details to be directed by the City and agreed upon by Consultant.

Outreach

Consultant will plan and coordinate community outreach and engagement specialists, service providers, relocation experts, and property management activities.

Relocation Activities

Consultant will provide research, emergency relocation, housing recommendations, personal property moving coordination, and other relocation assistance as directed by the City and agreed upon by Consultant.

Additional Services if Requested by City

Cleaning

Consultant will evaluate, plan, schedule, coordinate, and document site cleaning activities.

Vegetation Maintenance & Management

Consultant will evaluate, plan, schedule, coordinate, and document vegetation maintenance and management activities.

Site Hardening & Access Control

Consultant will evaluate, plan, schedule, coordinate, and document site hardening & access control activities.

Monitoring & Maintenance

Consultant will evaluate, plan, schedule, coordinate, and document any monitoring & maintenance activities.

Property Restoration

Consultant will evaluate, plan, schedule, coordinate, and document any property restoration activities.

Proactive Measures

Consultant will provide the City with proactive measures to be determined by the City and agreed upon by Consultant.

B. Work Items

Professional Services
<ul style="list-style-type: none">• Project Management & Advisory• Outreach & Engagement (Needs Assessments, Reconnaissance, etc.)• Site Visits & Service Coordination• Property Accessibility & Planning• Meetings & Reporting• Documentation, Tracking, & Invoicing• Housing Research• Entitlements & Replacement Housing• Relocation & Emergency Relocation Services• Personal Property Moving Entitlements & Coordination• Preparation & Delivery of Notices• Printing, Laminating & Posting

C. Assumptions

- Consultant will draft necessary documentation.
- Consultant will provide tracking and updates on a regular basis.
- Consultant does not guarantee occupants of Waits Motel will vacate the property.
- Certain Uniform Relocation Act relocation services may require a supplemental scope of services and budget.

D. Deliverables

- Project updates to be determined by the City and agreed upon by Consultant.
- Project tracking to be determined by the City and agreed upon by Consultant.

E. Schedule

- Scope of work assumes a duration of six (6) months of community outreach and engagement, coordination, rehousing, and/or relocation and administrative support to be extended as necessary. Proposed budget assumes a four (4) month duration as the targeted timeline for completion.

F. City Requirements

- Provide ongoing direction to Consultant.

G. Consultant's Staffing and Compensations for Services

The new Maximum Compensation Amount under this agreement is **\$260,349.00**, including hourly compensation per the table below and preauthorized expenses.

TITLE	HOURLY RATE (SUPPLEMENTAL SCOPE OF WORK)
Principal / Sr. Advisor / Program Mgr.	\$306.00
Sr. Project Manager	\$283.00
Project / Property Manager	\$188.00
Sr. Agent	\$155.00
Agent	\$125.00
Sr. Project Controls Specialist / Sr. Tech	\$155.00
Project Controls Specialist / Tech	\$115.00

Job Title	Units (1 month)	Rate	Total Labor Cost (4 Months)
Principal / Sr. Advisor / Program Mgr.	34 hrs.	\$306.00	\$10,404/mo. x 4 months. = \$41,616
Sr. Project Manager	7 hrs.	\$283.00	\$1,981/mo. x 4 months. = \$7,924
Project / Property Manager	61 hrs.	\$188.00	\$11,468/mo. x 4 months. = \$45,872
Sr. Agent	21 hrs.	\$155.00	\$3,255/mo. x 4 months. = \$13,020
Agent	209 hrs.	\$125.00	\$26,125/mo. x 4 months. = \$104,500
Project Controls Specialist / Tech	29 hrs.	\$115.00	\$3,335/mo. x 4 months. = \$13,340
Other Direct Expenses (ODE) <i>Mileage</i>	33 visits	\$0.655/mile	33 x 4 mo. = 132 visits x 94mi. = 12,408 x \$0.655/mile = \$8,127
Other Direct Expenses (ODE) <i>Printing, Job Supplies, PPE, etc.</i>	1 Month	\$250.00	\$250/mo. x 4 months. = \$1,000
Subtotal for Supplemental Scope of Work (4 Months)			\$235,399
Subtotal of Prior Invoices			\$24,950.00
Grand Total			\$260,349.00

Consultant's invoices for compensation payable will be submitted to the City within thirty (30) days after the end of each calendar month.

H. Expenses

Subject to the Maximum Compensation Amount, reasonable expenses in support of the Project may be invoiced monthly and submitted with receipts or other appropriate documentation.

I. Subcontracts

Subcontractors pre-approved by the City may be used. Subcontracted services will be invoiced at cost plus five percent (+5%). Consultant shall direct the work of all subcontractors.

J. Project Change Management

In the event a change is identified that affects the tasks, timeline, or cost of the Project, Consultant shall determine any schedule and cost adjustments and submit an amendment request to the City for review.

An Ordinance Amending Ordinance No. 3839-21 Entitled a Special Improvement Project "Later Phase Eclipse Mill Park Project and Riverfront Trail Improvement Project", Fund 354, Program 073, to Accumulate Design and Construction Support Services for the amount of \$1,113,752

Project title:**Council Bill #**

CB 2311-61

Agenda dates requested:

11/29, 12/6, 12/13

Briefing

Proposed action 11/29/23

Proposed action 12/06/23

Consent

Action 12/13/23

Public hearingYes ☒ No ☐**Budget amendment:**Yes ☐ No ☒**PowerPoint presentation:**Yes ☐ No ☒**Attachments:**

Ordinance Amendment

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Later Phase Eclipse Mill Park and Riverfront Trail Improvements Project**Partner/Supplier:** KPFF Consulting Engineers**Location:** Riverfront Development Area**Preceding action:** [Funding Ordinance 3839-21](#)**Fund:** Fund 354, Program 073, (CIP-4)**Fiscal summary statement:**

On December 8, 2021, City Council adopted an ordinance to fund the design of the Eclipse Mill Park and Riverfront Trail Project in the amount \$600,000. The amending ordinance will provide the funding necessary to complete design and construction support services for the project. The source of funds for the project is LIFT grant revenue that is accounted for in Capital Improvement Program 4 (CIP-4). The funding needed for the additional design and construction support services of the project is \$513,752, for a total of \$1,113,752.

Project summary statement:

The City's current agreement with the Riverfront Developer, Shelter Holding, to construct the Later Phase of the Eclipse Mill Park Project and the Riverfront Trail Project.

The work at Eclipse Mill Park includes stabilization of the Snohomish riverbank, waterside amenities including a river overlook deck, gangway and personal watercraft floating boarding dock, debris deflector, and access trail in the lowland park area.

The new Riverfront Trail Improvement work will include relocating a portion of the existing trail that is being washed out by the Snohomish River and repairs to the trail due to tree root issues. It will include a wetland boardwalk with interpretive amenities and trail connecting existing sections.

This revised amendment includes additional design services to 100% design including plans, specifications and estimate for the purpose of publicly bidding the project. Additional services are: bid support, engineering consulting and construction site management.

Upon completion staff will return and amend the Ordinance to capture all project construction costs.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance No. 3839-21 entitled a Special Improvement Project "Later Phase Eclipse Mill Park Project and Riverfront Trail Improvements Project", Fund 354, Program 073, to accumulate design and construction support services for the amount of \$1,113,752.



ORDINANCE NO. _____

An Ordinance Amending Ordinance No. 3839-21 Entitled a Special Improvement Project "Later Phase Eclipse Mill Park Project and Riverfront Trail Improvement Project", Fund 354, Program 073, to accumulate design and construction support services for the project.

WHEREAS,

- A. The City of Everett is committed to a planned parks capital improvement program as part of the City of Everett Parks & Recreation Comprehensive Plan.
- B. The City of Everett is committed to the construction of the Later Phase Eclipse Mill Park Project in advance of the Eclipse Mill Park by Shelter Holdings.
- C. The Later Phase Eclipse Mill Park Project shall include stabilization of the Snohomish riverbank, river overlook, gangway and personal watercraft floating boarding dock, debris deflector and access trail in the lowland park area.
- D. The City of Everett also recognizes the need for trail improvements to the Riverfront Trail located within the Riverfront Revenue Development Area (RDA). To include riverbank restoration and a trail and boardwalk system connecting two existing trail sections.
- E. Additional funding is required to complete design and construction support services.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of ordinance No. 3839-21 which reads as follows:

The sum of \$600,000 is hereby appropriated to Fund 354, Program 073, "Later Phase Eclipse Mill Project and Riverfront Trail Improvement Project" as follows:

F. Estimated Project Costs	
Design	\$ 600,000
Total Estimated Costs	\$ 600,000

G. Source of Funds	
Fund 354 - CIP-4	\$ 600,000

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

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

The sum of the increased amount \$513,752.00 is hereby appropriated to fund 354, Program 073 “Later Phase Eclipse Mill Park Project and Riverfront Trail Improvement”.

A. Use of Funds

Design	\$ 600,000.00
Additional Design Services (100% PS&E, Bid Documentation)	\$ 195,850.00
Bid Services Support and Construction Support Services	<u>\$ 317,902.00</u>
Total Costs	\$1,113,752.00

B. Source of Funds

Fund 354 - CIP-4	\$1,113,752.00
------------------	----------------

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

Section 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.

Section 4. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 5. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.



Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Creating a Special Improvement Project Entitled “Loganberry Trails Improvements”, Fund 354, Program 091, to Accumulate all Costs for the Project

Council Bill #

CB 2311-62

Agenda dates requested:

11/29/23, 12/6/23, 12/13/23

Briefing

Proposed action 11/29/23

Proposed action 12/06/23

Consent

Action 12/13/23

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Loganberry Trails Improvements**Partner/Supplier:** N/A**Location:** 9200 18th Ave W & 8811 Airport Rd**Preceding action:** None**Fund:** Fund 354 – Program 091 (CIP-3)**Fiscal summary statement:**

The proposed Funding Ordinance will provide funding for design and construction costs of the Loganberry Trails Improvement project. The source of funds for this project is Fund 354, Program 091 (CIP-3). All related costs are estimated at a not to exceed amount of \$150,000.

Project summary statement:

The City of Everett will improve an informal trail network located in the natural area between Loganberry Lane Off Leash Dog Area and Kasch Park. Excessive social trail-making in the area has degraded understory vegetation in wetlands and critical areas buffers. Environmental science consultant services will be contracted to conduct wetland assessments and create mitigation plans in compliance with City of Everett’s Critical Areas ordinance.

Trails will be enhanced for better accessibility, drainage, and protection of the natural environment. Some social trails will be removed and restored with native plantings. A new section of trail will be created to improve access to Kasch Park, enhancing walking connections between the Holly Neighborhood and existing park amenities. The project will also include installation of signage for wayfinding and environmental education.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled “Loganberry Trail Improvements”, Fund 354, Program 091 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special improvement project entitled “Loganberry Trails Improvements”, Fund 354, Program 091, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with open recreation spaces.
- C.** The City recognizes that the park amenities require replacement and renovation.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Loganberry Trail Improvements”, Fund 354, Program 091.

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

Section 3. The estimated cost for design and construction is \$150,000.

Section 4. The sum of \$150,000 is hereby appropriated to Fund 354, Program 091, “Loganberry Trails Improvements” project.

A. Use of Funds		
Design and Construction Costs		<u>\$150,000</u>
Total		\$150,000
B. Source of Funds		
CIP 3		<u>\$150,000</u>
Total		\$150,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: Budget Hearing #1 for the 2024 Proposed Operating Budget.

Council Bill #

CB 2310-55

Agenda dates requested:11/08/23 - 1st Reading11/15/23 - 2nd Reading11/29/23 - 3rd Reading

Briefing

Proposed action X

Consent

Action X

Ordinance X

Public hearing

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

(425) 257-8612

Email:

Shaugen@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Consideration: Ordinance**Project:** 2024 Proposed Budget**Fund:** Multiple**Fiscal summary statement:**

The combined aggregate budget totals are:

Estimated Beginning Fund Balance and Revenues \$746,730,743

Appropriations and Transfers \$438,816,064

Ending Fund Balances \$307,914,679

Total \$746,730,743

Project summary statement:

The attached Ordinance establishes the City of Everett's 2024 Operating Budget. The proposed Ordinance affects all funds that are budgeted annually. The budget adoption process includes three scheduled public hearings.

Recommendation (exact action requested of Council):

Conduct three public hearings, and adopt an Ordinance appropriating the budget for the City of Everett for the year 2024 in the amount of \$746,730,743.



ORDINANCE NO. _____

An ORDINANCE adopting the 2024 annual budget for the City of Everett, Washington.

WHEREAS,

The City Council has reviewed the proposed budget appropriations and information, which was made available; and approves the appropriation of local, state, and federal funds for the 2024 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The budget for the year 2024 now on file in the office of the City Clerk of the City of Everett in the aggregate amount of \$746,730,743 is hereby adopted, and the totals of estimated revenues and appropriations and transfers, including interfund reimbursements, and the aggregate totals for all such funds combined are as follows:

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
002	General Fund	\$ 176,705,929	\$ 144,305,929	\$ 32,400,000
101	Parks & Recreation	7,719,214	7,719,214	-
110	Library	5,763,267	5,763,267	-
112	Municipal Arts	729,727	729,727	-
114	Conference Center	941,474	941,474	-
119	Street Improvements	4,006,855	4,006,855	-
120	Streets	3,420,598	3,420,598	-
126	Motor Vehicle/Equip Replacement	5,150,998	3,299,000	1,851,998
130	Develop. & Const. Permit Fees	6,089,696	4,926,453	1,163,243
138	Hotel Motel Tax Fund	1,873,906	1,010,000	863,906
145	Cumulative Res/Real Prop. Acquis.	4,242,249	187,500	4,054,749
146	Property Management	5,329,150	2,289,187	3,039,963
148	Cumulative Reserve /Parks	4,718,483	25,000	4,693,483
149	Senior Center Reserve	507,882	54,000	453,882
151	Fund for Animals	1,527,294	750,420	776,874
152	Cumulative Reserve /Library	637,559	114,937	522,622
153	Emergency Medical Services	35,587,082	19,826,040	15,761,042
154	Real Estate Excise Tax Fund	12,703,646	113,142	12,590,504
155	General Gov't Special Projects	9,332,236	200,000	9,132,236
156	Criminal Justice Fund	16,185,785	7,045,617	9,140,168

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
157	Traffic Mitigation	\$ 4,860,487	\$ 4,860,487	\$ -
159	Transportation Benefit District	2,373,696	1,936,000	437,696
160	Rainy Day Fund	4,508,945	635,269	3,873,676
162	Capital Reserve	47,363,589	2,847,215	44,516,374
171	Affordable and Supportive Housing	852,262	-	852,262
197	CHIP Loan Program	14,724,490	1,179,632	13,544,858
198	Comm Develop. Block Grants	2,017,890	655,233	1,362,657
210	Bond Redemption Fund	2,372,215	2,372,215	-
401	Water/Sewer Utility	142,370,888	117,348,625	25,022,263
402	Solid Waste Utility	12,349,210	3,380,935	8,968,275
425	Transit	77,658,890	37,514,405	40,144,485
430	Everpark Garage	2,504,327	992,310	1,512,017
440	Golf	8,625,311	5,623,781	3,001,530
450	Sno River Reg Wtr Auth	18,000	18,000	-
501	Motor Vehicle Division	11,538,308	9,174,392	2,363,916
503	Self-Insurance Fund	23,601,233	13,950,349	9,650,884
505	Information Technology Reserve	7,076,128	4,063,056	3,013,072
507	Telecommunications Fund	1,159,705	812,375	347,330
508	Health Benefits Reserve	29,674,054	20,417,425	9,256,629
637	Police Pension Fund	18,119,166	1,792,000	16,327,166
638	Fire Pension Fund	29,788,919	2,514,000	27,274,919
TOTAL CITY BUDGET		\$ 746,730,743	\$ 438,816,064	\$ 307,914,679

Section 2. The above appropriations and transfers will be used by the various departments of the City of Everett as allocated in the 2024 budget.

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance Relating to Animal Control, Amending Chapters 6.04 and 6.08 of the Everett Municipal Code

Council Bill # *interoffice use*

CB 2310-56

Agenda dates requested:

11/15/23, 11/29/23, 12/6/23

Briefing	12/6/2023
First Reading	11/15/2023
Consent	
Action	12/6/2023
Ordinance	X
Public hearing	
Yes	X No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Parks & Facilities
Animal Services
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Animal Control Code Update

Partner/Supplier: N/A

Location: N/A

Preceding action: Ordinance No. 3903-22

Fund: N/A

Fiscal summary statement:

No fiscal impact.

Project summary statement:

The attached ordinance amends Chapter 6.04 and 6.08 of the Everett Municipal Code and reflects changes to state law regarding animal control, including definitions and impound procedures. The updates are needed to keep the Everett Municipal Code consistent with state law.

Other changes are presented to keep our code consistent with neighboring communities and to reflect community values, including standards relating to livestock, small livestock, and consequences for unprovoked animal bites.

The ordinance also repeals the sunset provision in Section 10 of Ordinance No. 3903-22.

These changes are proposed after review by Animal Services staff, the Animal Shelter Advisory Board, and the City Attorney's Office.

Recommendation (exact action requested of Council):

Adopt an ordinance relating to animal control, amending chapters 6.04 and 6.08 of the Everett Municipal Code.



ORDINANCE NO. _____

An ORDINANCE Relating to Animal Control, AMENDING Chapters 6.04 and 6.08 EMC

WHEREAS,

- A. The 2023 State Legislature made revisions to State Law relating to animal control including definitions and impound procedures, and updates are needed to keep the Everett Municipal Code consistent with State Law.
- B. Other changes are also appropriate in order to keep our code consistent with neighboring communities and to reflect community values, including standards relating to livestock and consequences for unprovoked animal bites.
- C. The Everett City Council finds that the City should encourage, secure, and enforce those animal control measures deemed desirable and necessary for the protection of human health, safety, and welfare and to prevent injury to property and cruelty to animal life.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 10 of Ordinance No. 3903-22 is hereby repealed.

~~**Sunset provision.** This ordinance expires 12/15/2023 absent further action from Council, upon which time all amended sections shall revert back as if unamended herein.~~

Section 2. EMC 6.04.020, EMC 6.04.070, and EMC 6.04.090 are amended as follows, and a new section is added to Chapter 6.04 EMC to be codified as EMC 6.04.035, with strikeout text deleted and underlined text added:

6.04.020 Definitions.

As used in this chapter, the terms defined in this section shall have the defined meanings unless the context requires otherwise:

“Adult dog or cat” means any dog or cat over the age of six months.

“Animal” means any nonhuman mammal, bird, reptile or amphibian.

Animal at Large. Any animal off the property of its owner, unless restrained by leash, tether or other physical control device not to exceed eight feet in length and under the physical control of a responsible

person, whether or not the owner of such animal, or which enters upon the property of another person without authorization of that person, shall be deemed “at large.”

“Animal control” means the animal services division of the city of Everett, which includes the Everett animal shelter.

“Animal exhibition” means public display of any living animal in the promotion of entertainment, education, advertisement or any commercial enterprise.

Animal Kennel or Cattery. The three types of kennel or cattery are defined as follows:

1. “Hobby kennel or cattery” means any facility or residence where more than four, but less than eight, spayed or neutered dogs or spayed or neutered cats, or combinations thereof of cats and/or dogs, are kept, or harbored, for the enjoyment of the species only. In addition to the hobby kennel fee (see EMC 6.04.100), each dog and cat must be licensed individually at regular fees.
2. “Private kennel or cattery” means any facility or residence where more than two dogs or two cats of licensable age, or a combination of each in excess of two dogs and two cats and which cannot total more than eight animals (dogs and cats) are kept or harbored, which facility provides care, training of whatever nature, or breeding services, and does not have a business license related to the animal services. In addition to the private kennel fee, each dog and cat must be licensed individually at the regular fees set forth herein.
3. “Commercial kennel or cattery” means any owner or broker who keeps, leases, buys, barterers, or sells animals for gain; provides facilities for breeding, boarding, transporting, exhibiting, grooming, including bathing or their cosmetic care; or provides guard services. In addition to the commercial kennel or cattery license, each personal pet must be licensed individually at the regular fees set forth herein.

“Dog handler” means a law enforcement officer who has successfully completed training as prescribed by the Washington State Criminal Justice Training Commission in police dog handling.

“Euthanasia” means the putting to death of an animal in a humane manner.

“Exotic, wild or dangerous animal” means any member of the animal kingdom which is not commonly domesticated or which is not common to North America, or which, irrespective of geographic origin, is of a wild or predatory nature, or any domesticated animal which, because of its size, vicious nature or other similar characteristics, would constitute a danger to human life or property if not kept, maintained or confined in a safe and secure manner. Incorporated by reference here are the State Game Department regulations, principally the following: WAC 232-12-15, 232-12-030, 232-12-040, 232-12-050 and 232-12-060.

“Harboring” means allowing any animal to remain, be lodged, fed, or sheltered on the property one



owns, occupies or controls for more than twenty-four hours.

“Kitten” means any cat under the age of six months.

“Livestock” includes horses, mules, jackasses, cattle, sheep, llamas, goats, swine, and all ratites, which includes, but is not limited to, emus and ostriches. Except, livestock shall not mean miniature pot-bellied pigs as defined in this section.

“Manager” means the manager of the animal services division or designee.

“Miniature pot-bellied pig” means a type of swine commonly known as the North American Vietnamese, Chinese, or Asian pot-bellied pig (Sus scrofa vittatus) that is no more than 22 inches in height at the shoulder and no more than 150 pounds in weight.

“Minimum care” means care sufficient to preserve the physical and mental health and well-being of an animal and includes, but is not limited to, the following requirements:

1. Food of sufficient nutrition, quantity, and quality to allow for normal growth or maintenance of healthy body weight;
2. Open or adequate access to potable water of a drinkable temperature in sufficient quantity to satisfy the animal’s needs;
3. Shelter sufficient to protect the animal from wind, rain, snow, sun, or other environmental or weather conditions based on the animal’s species, age, or physical condition;
4. Veterinary or other care as may be deemed necessary by a reasonably prudent person to prevent or relieve in a timely manner distress from injury, neglect, or physical infirmity; and
5. Continuous access to an area:
 - a. With adequate space for exercise necessary for the physical and mental health and well-being of the animal. Inadequate space may be indicated by evidence of debility, stress, or abnormal behavior patterns;
 - b. With temperature and ventilation suitable for the health and well-being of the animal based on the animal’s species, age, or physical condition;
 - c. With regular diurnal lighting cycles of either natural or artificial light; and
 - d. Kept reasonably clean and free from excess waste, garbage, noxious odors, or other contaminants, objects, or other animals that could cause harm to the animal’s health and well-being.

“Owner” means any person or legal entity having a possessory property right in an animal or who harbors, cares for, exercises control over, or knowingly permits any animal to remain on premises occupied by the owner.

“Personal service” means: handing it to the owner’s attorney or to the owner; or leaving it at their office

with their clerk or other person in charge thereof, or, if there is no one in charge, leaving it in a conspicuous place therein; or, if the office is closed or the owner has no office, leaving it at their dwelling, house or usual place of abode with some person of suitable age and discretion then residing therein.

"Physical infirmity" includes, but is not limited to, starvation, dehydration, hypothermia, hyperthermia, muscle atrophy, restriction of blood flow to a limb or organ, mange or other skin disease, or parasitic infection.

"Physical injury" includes, but is not limited to, substantial physical pain, fractures, cuts, burns, punctures, bruises, or other wounds or illnesses produced by violence or by a thermal or chemical agent.

"Police dog" means a dog used by a law enforcement agency specially trained for law enforcement work and under the control of a dog handler.

"Proper shelter" means a structure with at least four walls, a roof, a floor which is raised off the ground, a door opening properly shielded from wind and rain, with size commensurate to the size of the inhabiting animal.

"Puppy" means any dog under the age of six months.

"Retail pet store" means a retail establishment open to the public and engaging in the business of offering for sale and/or selling dogs, cats, and/or rabbits, at retail.

"Serious physical injury or infirmity" means physical injury or physical infirmity that creates a substantial risk of death or that causes protracted disfigurement, protracted impairment of health, or protracted loss or impairment of the function of a limb or bodily organ.

"Service dog" or "service animal" has the same meaning as currently enacted or later amended in RCW 49.60.040(25).

"Spayed or neutered" means medically determined to be incapable of reproduction or when the physical condition of an animal is certified by a licensed veterinarian to be such as would prohibit performance of such medical procedure to render it unproductive.

"Small livestock" includes domesticated fowl and fur-bearing animals which are normally bred or maintained within pens, cages or hutches.

"Valid license" means a current tag from the jurisdiction in which the animal resides.



6.04.035 Miniature pot-bellied pigs, livestock, and small livestock.

A. The keeping of miniature pet-bellied pigs, livestock and small livestock in non-agriculturally zoned areas is for the personal use of the household only.

B. Miniature pot-bellied pigs are allowed to be kept within the city limits. No more than two such animals per household are permitted. Owners of miniature pot-bellied pigs must comply with the licensing provision of EMC 6.02.030 and pay the fees for the license as defined therein.

C. Livestock is not permitted in non-agriculturally zoned areas, with the exception of miniature goats and potbellied pigs, subject to:

1. Miniature breeds of goats include the following: pygmy, Nigerian dwarf and pygora or similar breeds (based on height and weight). Adult goats shall not exceed 25 inches measured from the withers or weigh more than 85 pounds. The wither is the ridge between the shoulder blades of the goat.

2. Up to three miniature goats may be kept on lots over 10,000 square-foot of a single-family residential dwelling unit. Nursing offspring may be kept until weaned, no longer than 12 weeks after birth.

3. Male goats must be neutered.

D. Small livestock is permitted in non-agriculturally zoned areas, subject to:

1. Chickens:

- i. Up to six chickens on lots up to 10,000 square feet
- ii. Up to eight chickens on lots 10,000 – 15,000 square feet
- iii. Up to ten chickens on lots 15,000 – 35,000 square feet
- iv. One additional chicken per 5000 square feet, for lots over 35,000 square feet

2. Other fowl (ducks, geese, turkeys, etc.):

- i. Peafowl are not permitted
- ii. Up to six fowl on lots up to 15,000 square feet
- iii. Up to eight fowl on lots 15,000 – 35,000 square feet
- iv. One additional fowl per 5000 square feet, for lots over 35,000 square feet

3. Other small livestock:

- i. Mink and foxes are not permitted.
- ii. Up to six rabbits on lots smaller than 10,000 square feet
- iii. Up to eight rabbits on lots 10,000 – 15,000 square feet
- iv. Up to ten rabbits on lots 15,000 – 35,000 square feet



- v. One additional rabbit per 5000 square feet, for lots over 35,000 square feet
- vi. Nursing offspring may be kept no longer than 12 weeks after birth.
- vii. At no time should the combined total number of small livestock exceed 12 animals per 10,000 square feet.

E. Grandparent Clause. Anyone with a current facilities license under this Chapter will be permitted to keep existing animals until the license expiration date, unless an animal control officer has probable cause that the owner is not complying with the owner's responsibilities specified in facilities permit regulations per EMC 6.04.050 and the Animal Control Manager, after reviewing such evidence, revokes the license per EMC 6.04.060.

6.04.070 Prohibited conduct.

A. Offenses Relating to Safety and Sanitation. It is unlawful for any person to:

1. Allow, as an owner of an animal, the accumulation of animal feces in any open area, run, cage or yard ~~wherein animals are kept~~ and to fail to remove or dispose of feces at least once every twenty-four hours;
2. Fail to remove the fecal matter deposited by the person's animal on public or private property of another before the owner and/or animal leaves the immediate area where the fecal matter was deposited;
3. Fail to have in the person's possession the equipment necessary to remove the person's animal's fecal matter when accompanied by said animal on public property or public easement;
4. Have possession or control of any animal sick or afflicted with any infectious or contagious disease and fail to provide treatment for such disease, or suffer or permit such diseased or infected animal to run at large, or come in contact with other animals, or drink at any public or common watering trough or stream accessible to other animals.
5. Owners of duly licensed "working dogs" are exempted from subsections (A)(2) and (3) of this section.

B. Offenses Relating to Control. It shall be unlawful for any person to:

1. Permit any animal to be at large. Exception: licensed domestic cats;
2. Permit a domestic cat to trespass upon the property of another in such a manner as to be a nuisance;
3. Permit an animal to be unattended on public premises, property or right-of-way except in those areas specifically designated to permit animals; animals must be confined to such restricted areas. Exception: licensed domestic cats, when not in conflict with subsection (B)(2) of this section;
4. Fail to keep every female dog or cat in heat confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding;
5. Be in possession of property and knowingly permit frequent, continuous or repetitive barking or noise made by any animal, which originates from the property, and which unreasonably disturbs or interferes with the peace, comfort and repose of property owners or possessors, except that such

sounds made in animal shelters or veterinary hospitals in compliance with this chapter at the time of the effective date of the amendatory ordinance codified in this section shall be exempt from this subsection;

6. Permit any animal to damage public property or the private property of another;

7. ~~Have possession or control of one or more roosters or peafowl. Under circumstances not amounting to a criminal charge, and in addition to the restrictions of Chapter 6.08 EMC and Chapter 16.08 RCW, permit any animal to bite or attack a person or other animal without provocation.~~

C. Offenses Relating to Cruelty. It shall be unlawful for any person to:

1. Abandon an animal by intentionally, knowingly, recklessly or with criminal negligence leaving a domesticated animal at a location without providing for the animal's continued care. It is no defense to abandonment to abandon an animal at or near an animal shelter, veterinary clinic or other place of shelter if reasonable arrangements for the care of the animal were not made by the person abandoning the animal;

2. Under circumstances not amounting to first degree animal cruelty as defined in RCW 16.52.205, fail to provide an animal with ~~minimum care as defined in 6.04.020 EMC. sufficient good and wholesome food and a constant source of clear potable water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment;~~

3. Leave an animal unattended for more than twenty-four consecutive hours;

4. Under circumstances not amounting to first degree animal cruelty as defined in RCW 16.52.205, or animal fighting as defined in RCW 16.52.117, beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal;

5. Give away any live animal as a prize for, or as an inducement to enter, any contest, game, or other competition, or as an inducement to enter a place of amusement; or offer such animals as an incentive to enter any business agreement whereby the offer was for the purpose of attracting trade. Violation of this subsection shall be a misdemeanor, punishable in accordance with subsection (F) of this section;

6. Fail, as the operator of a motor vehicle which strikes a domestic animal, to stop at once and render such assistance as may be possible and fail to immediately report such injury or death to the animal's owner; in the event that the owner cannot be ascertained and located, such operator shall at once report the accident to the Everett animal control or the Everett police department;

7. Lay out or expose any kind of poison or leave exposed any poisoned food or drink for animals, or any substance or fluid whatever, whereon or wherein there is or shall be deposited or mingled, any kind of poison or poisonous or deadly substance or fluid whatsoever, on the premises of another, or in any unenclosed place, or to aid or abet any person in so doing. Exception: This does not apply to the reasonable use of rodent or pest poison, insecticides, fungicides, or slug bait for their intended purposes;

8. Permit an animal exhibition or circus to perform in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which will cause, or is likely to cause, physical injury or suffering;

9. ~~Reserved. Under circumstances not amounting to first degree animal cruelty as defined in RCW~~

~~16.52.205, confine, without adequate ventilation, any animal in any box, container or vehicle;~~

10. Under circumstances not amounting to first degree animal cruelty as defined in RCW 16.52.205, confine an animal within or on a motor vehicle at any location under such conditions as may endanger the health or well-being of the animal, including but not limited to extreme temperatures, lack of food or water, or confinement with a dangerous animal. Any animal control or peace officer is authorized to remove any animal from a motor vehicle, at any location, when the officer reasonably believes it is confined in such conditions as described above. Any animal so removed shall be delivered to the animal control shelter after the removing officer leaves written notice of such removal and delivery, including the officer's name, in a conspicuous, secure location on or within the vehicle;

10. Tease, tantalize or provoke any animal with the intent to cause fear or anger;

11. Under circumstances not amounting to first degree animal cruelty as defined in RCW 16.52.205, ~~keep tether or confine~~ any animal in such a manner or ~~in~~ such a place as to cause injury or pain or to endanger an animal, including reckless exposure to hazardous objects or substances, including but not limited to drugs such as fentanyl, methamphetamine, and heroin, or unsanitary and unhealthy environments. ; or to keep an animal in quarters that are injurious to the animal due to inadequate protection from heat or cold, or that are of insufficient size to permit the animal to move about freely;

12. Tether or confine an animal in such a manner that it can become entangled so that it cannot move freely, cannot reach shelter or water, or such that it can become entangled with another animal; the area where the animal is ~~kept tethered or confined~~ must be free of extraneous material that may cause it injury or illness (such as, but not limited to, glass, sharp metal, nails, etc.). Tether must be a minimum length of three times the length of the animal as measured from the tip of its nose to the base of its tail;

13. Transport an animal in or on a vehicle in such manner that it can exit the vehicle while it is in motion. The animal must be contained or secured in a manner so as to prevent the possibility of an inadvertent exit by the animal from the vehicle. It is further unlawful for any person to transport any living animal on the running board, fenders, hood, unrestrained in a convertible, in an unenclosed bed of a pickup or flatbed truck, or other outside part of any vehicle unless suitable harness, cage or enclosure is provided and so attached as to protect the animal from falling or being thrown therefrom;

14. Set out any ~~leg hold~~ traps in the city unless approved by animal control; except that this shall not apply to the reasonable use of rodent, insect, or slug traps for their intended purposes;

15. Except as provided in this subsection below, cut off more than one-half of the ear or ears of any domestic animal or cut off any part of the ear of a dog, devocalize a dog, or crop or cut off any part of the tail of a dog. Violation of this subsection shall be a misdemeanor, punishable in accordance with subsection (F) of this section. This section does not apply if the person performing the procedure is a licensed veterinarian utilizing accepted veterinary surgical protocols.

D. A retail pet store may not sell or offer for sale any dog, cat, or rabbit. A retail pet store may provide space and appropriate care for animals owned by a publicly operated animal control agency or nonprofit animal welfare organization for the purpose of adopting spayed or neutered dogs, cats or rabbits to the public. Violation of this subsection by any person or corporation shall be an infraction, punishable by a



fine of not more than two hundred fifty dollars per animal per day.

E. Offenses Relating to Misrepresenting an Animal as a Service Animal. It shall be unlawful for any person to:

1. It shall be an infraction punishable by a fine of not more than two hundred fifty dollars for any person to misrepresent an animal as a service animal. A violation of this section occurs when a person:

a. Expressly or impliedly represents that an animal is a service animal as defined in EMC 6.04.020 for the purpose of securing the rights or privileges afforded disabled persons accompanied by service animals set forth in this code, state or federal law; and

b. Knew or should have known that the animal in question did not meet the definition of a service animal.

2.

a. An animal control officer or police officer may investigate and enforce this section by making an inquiry of the person accompanied by the animal in question and issuing an infraction. Refusal to answer the questions allowable under subsection (E)(2)(b) of this section shall create a presumption that the animal is not a service animal, and the officer may issue an infraction and require the person to remove the animal from the place of public accommodation.

b. An animal control officer or police officer or place of public accommodation shall not ask about the nature or extent of a person's disability, but may make two inquiries to determine whether an animal qualifies as a service animal. An officer or place of public accommodation may ask if the animal is required because of a disability and what work or task the animal has been trained to perform. An officer or place of public accommodation shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal, or require that the service animal demonstrate its task. Generally, an officer or place of public accommodation may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for a person with a disability, such as a dog is observed guiding a person who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to a person with an observable mobility disability.

F. Unless otherwise provided, violation of any provision of subsection (C) of this section shall constitute a gross misdemeanor, punishable by up to three hundred sixty-four days of jail and a five thousand dollar fine.

The sentence imposed for a misdemeanor or gross misdemeanor violation of subsection (C) of this section shall be in accordance with RCW 16.52.200, which is incorporated herein by reference as currently enacted or later amended, except as follows: The civil penalties under RCW 16.52.200(7) and (8) for convictions under subsection (C) of this section shall be payable to the Everett animal control's EMC 3.04.130 cumulative reserve fund for animal control.

6.04.090 Shelter operation—Impoundment procedures—Release and disposal.



A. Shelter Operations.

1. The manager shall operate, maintain or provide an adequate facility to receive and care for any animal delivered to the manager's custody for disposition under provisions of this chapter, which facility shall be accessible to the public during reasonable hours for the conduct of necessary business concerning impounded animals.

2. The shelter will accept animals from outside the city if the city has a written agreement with the government agency responsible for the geographic area from which the animal came. The city shall charge such government agency a per animal fee for handling animals brought to the shelter from its geographic area. The city shall charge the per animal fee irrespective of whether the animal was delivered by an employee of the government agency, a resident of the geographic area from which the animal came, or anyone else.

B. Any animal may be impounded and held at the shelter when it is the subject of a violation of ~~this chapter~~ Title 6 EMC, when an animal requires protective custody and care for mistreatment or neglect by its lawful owner, or when otherwise ordered impounded by a court.

C. An animal is deemed to be impounded from the time the manager or the manager's designee, including Everett police personnel and contracted agents such as on-call veterinarian hospitals, takes physical custody of such animal.

D. The manager or any animal control officer or police officer may enter the private unenclosed property of another, with or without warrant, when in hot pursuit, to take possession of any animal observed at large.

E. Any person who finds and harbors a dog or cat, which is not lawfully their property and/or without knowing the animal owner's identity, shall notify the animal control shelter and furnish a description of the animal. The finder may surrender the animal to the animal control shelter or retain its possession, subject to demand of the manager of animal control. Records of reported findings shall be retained by the manager and made available to public inspection. If, within thirty days of the finding report made to animal control, no person makes claim upon the finder for return of the animal, the finder who retains possession shall obtain a license as required in this chapter and thus shall become the legal owner.

F. Impoundment is subject to the following holding period and notice requirements:

1. Any animal wearing a current license tag from a jurisdiction within the state shall be held for one hundred forty-four hours (six days) from time of impoundment; the impounding officer shall make reasonable effort by telephone to give notice of impoundment to the owner and, if unsuccessful, shall mail written notice to the last known address of the owner advising of the impoundment and the date by which redemption must be made.

2. Any animal not wearing a current license shall be held for seventy-two hours (three days) from time of impoundment before any disposition may be made of such animal.



3. Litters of kittens and puppies, brought in as abandoned, may be disposed of immediately upon custody, at the discretion of the manager.

4. Animals held for periods prescribed in this section, and not redeemed by the owner, shall become the property of the city.

5. Animals delivered for impoundment by a peace officer who removed such animal from possession of a person in custody of the peace officer shall be held for the period prescribed in subsection (F)(1) of this section.

G. Impoundment and Disposition of Animals.

1. Any impounded animal shall be released to the owner upon payment of impoundment, care and license fees unless in the discretion of the manager or the manager's designee there is an ongoing investigation of a violation of this chapter or state law. The manager or the manager's designee may release the animal to the owner's authorized representative; full identification of the owner and their authorized representative must be provided to animal control prior to release.

2. Notwithstanding the provisions of subsection (G)(1) of this section, no impounded animal shall be released to the owner until the owner establishes that any penalties, fines or forfeitures owed by the owner for violation of this chapter have been satisfied.

3. Any animal held for the prescribed period and not redeemed by its owner, and which is neither dangerous nor unhealthy, may be released for adoption, subject to the following conditions:

- a. The adoptive owner agrees to furnish proper care to the animal in accord with this chapter;
- b. Payment of required fees, including any medical care costs incurred during impoundment;

and

c. All animals will be altered (i.e., spayed or neutered) prior to completion of the adoption process. This includes receipt of all applicable fees.

4. There are four exceptions to the mandatory spay and neuter requirement.

a. The first exception is for unaltered animals that are temporarily housed at the shelter and returned to their owners.

b. The second exception is for kittens under eight weeks of age weighing less than two pounds, puppies under six weeks of age, or kittens and puppies who are unhealthy to safely spay and/or neuter. Shelter staff has the option of (i) if shelter space is available, caring for these animals until they can be safely altered; (ii) releasing them to a rescue group as noted in subsection (G)(4)(d) of this section; or (iii) euthanizing them.

c. The third exception is for animals that have a medical condition that makes it dangerous to undergo a spay or neuter surgery. These animals will be subject to the same options as outlined in subsection (G)(4)(b) of this section.

d. The fourth exception is for unaltered animals that are transported to and adopted out by other agencies. This option may include animals described in subsection (G)(4)(b) and/or (G)(4)(c) of this section. It will be the responsibility of the agency to spay and/or neuter these animals. Unaltered animals will not be released to agencies that do not require the animals to be altered prior to or upon adoption.



5. Administration shall decide the most cost-effective means to spay and neuter animals prior to adoption.

6. The owner of any animal retained at the shelter pending legal action pertaining to violations of this chapter and/or other judicial actions or hearings, pertaining to the owner's ownership/responsibilities regarding the animal, shall be liable for all fees prescribed by fee schedule, upon conviction.

7. The manager shall dispose of animals held for the prescribed period without redemption or adoption only by means of euthanasia; provided, however, that irrespective of any prescribed holding period the manager, upon advice of a licensed veterinarian, may immediately dispose of any sick or injured impounded animal by euthanasia.

8. The decision of whether to release an animal to an individual for the purposes of adoption shall be discretionary with the manager or the manager's designee. In making the determination the manager or the manager's designee shall base the decision on what is in the best interest of the animal and what is in the best interest of public safety. Factors which shall be considered include, but are not limited to, the age of the individual requesting adoption, the premises where the animal will be kept, condition, size and/or temperament of the animal. Dogs which have been declared dangerous under the provisions of Chapter 6.08 EMC or Chapter 16.08 RCW, or potentially dangerous under the provisions of Chapter 6.08 EMC, will not be available for adoption.

H. Removal of Animals for Feeding and Care.

1. If a law enforcement officer or animal control officer has probable cause to believe that an owner of a domestic animal has violated EMC 6.04.070(C) or Chapter 16.52 RCW, or a person owns, cares for, or resides with an animal in violation of an order issued under EMC 6.04.070(D) or 6.04.140 or RCW 16.52.200(4), or is in possession of an animal in violation of a court order from any jurisdiction due to a prior criminal animal cruelty conviction, ~~and no responsible person can be found to assume the animal's care, the officer, after obtaining a may authorize, with a warrant, may enter the premises where the animal is located and seize the animal. the removal of the animal to the shelter or other suitable place for feeding and care. In determining what is a suitable place, the officer shall consider the animal's needs, including its size and behavioral characteristics. An officer may remove an animal under this subsection without a warrant only if the animal is in an immediate life-threatening condition.~~

2. If a law enforcement officer or an animal control officer has probable cause to believe an animal is in imminent danger or is suffering serious physical injury or infirmity, or needs immediate medical attention, ~~a violation of EMC 6.04.070(C) or Chapter 16.52 RCW has occurred,~~ the officer may ~~authorize an examination of a domestic animal allegedly neglected or abused in violation of EMC 6.04.070(C) or Chapter 16.52 RCW by a veterinarian to determine whether the level of neglect or abuse in violation of EMC 6.04.070(C) or Chapter 16.52 RCW is sufficient to require removal of the animal. This section does not condone illegal entry onto private property. enter onto private property without a warrant to:~~

a. Render emergency aid to the animal; or

b. Seize the animal without a warrant. Any animal seized without a warrant shall immediately be

brought to a veterinarian licensed in the state of Washington to provide medical attention and to assess the health of the animal.

3. A law enforcement officer or an animal control officer is not liable for any damages for entry onto private property without a warrant under this section, provided that the officer does not use any more force than is reasonably necessary to enter upon the property and remove the animal.

4.3.—The owner from whom the animal was seized shall be provided with notice of the right to petition for immediate return of the animal and shall be afforded an opportunity to petition for such a civil hearing before the animal is deemed abandoned and forfeited. Any owner whose domestic animal is seized removed pursuant to EMC 6.04.070, EMC 6.08.045 or Chapter 16.52 RCW shall, within 72 hours following the seizure, be given written notice of the circumstances of the removal and notice of legal remedies available to the owner. The notice shall be given by posting at the place of seizure, by delivery to the last known or suspected owner in person or a person residing at the place of seizure, or by registered mail if the owner is known to the last known or suspected owner. In making the decision to remove an animal pursuant to EMC 6.04.070 or Chapter 16.52 RCW, the officer shall make a good faith effort to contact the animal's owner before removal. Such notice shall include:

a. The name, business address, and telephone number of the law enforcement agency or animal care and control agency responsible for seizing the animal;

b. A description of the seized animal;

c. The authority and purpose for the seizure, including the time, place, and circumstances under which the animal was seized;

d. A statement that the owner is responsible for the cost of care for the animal who was lawfully seized, and that the owner will be required to post a bond payable to the Everett animal control's EMC 3.04.130 cumulative reserve fund for animal control to defray the cost of minimum care within 14 calendar days of the seizure or the animal will be deemed abandoned and forfeited; and

e. A statement that the owner has a right to petition the Everett Municipal Court for a civil hearing for immediate return of the animal and that in order to receive a hearing, the owner or owner's agent must request the civil hearing by signing and returning to the court an enclosed petition within 14 calendar days after the date of seizure. The enclosed petition must be in substantially the same form as set forth in subsection 13 of this section.

4. —The manager or the manager's designee may euthanize the animal or may find a responsible person to adopt the animal not less than fifteen business days after the animal is taken into custody. The manager or the manager's designee may euthanize severely injured, diseased, or suffering animals at any time. An owner may prevent the animal's destruction or adoption by:

a. —Petitioning the Everett municipal court for the animal's immediate return subject to court-imposed conditions, or

b. —Posting a bond or security payable to the Everett animal control's EMC 3.04.130 cumulative reserve fund for animal control in an amount sufficient to provide for the animal's care for a minimum of thirty days from the seizure date. If the city still has custody of the animal when the bond or security expires, the animal shall become the city's property unless the court orders an alternative disposition. If a court order prevents the city from assuming ownership and the city continues to care for the animal,

~~the court shall order the owner to post or renew a bond or security for the city's continuing costs for the animal's care. When a court has prohibited the owner from owning, caring for, or residing with an animal under EMC 6.04.070 or 6.04.140 or RCW 16.52.200(4) or similar statute or ordinance, the city may assume ownership upon seizure and the owner may not prevent the animal's destruction or adoption by petitioning the court or posting a bond.~~

~~5. If no criminal case is filed within fourteen business days of the animal's removal, the owner may petition the Everett municipal court for the animal's return. The petition shall be filed with the court. Copies of the petition must be served on the animal shelter and the prosecuting attorney. If the court grants the petition, the animal must be surrendered to the owner at no cost to the owner. If a criminal action is filed after the petition is filed but before the hearing on the petition, then the petition shall be joined with the criminal matter.~~

~~6. In a motion or petition for the animal's return before a trial, the burden is on the owner to prove by a preponderance of the evidence that the animal will not suffer future neglect or abuse and is not in need of being restored to health.~~

5. a. When an animal is seized pursuant to this section, the owner shall post a bond payable to the Everett animal control's EMC 3.04.130 cumulative reserve fund for animal control in an amount sufficient to provide minimum care for each animal seized for 30 days, including the day on which the animal was taken into custody, regardless of whether the animal is the subject of a criminal charge. Such bond shall be filed with animal control within 14 calendar days after the day the animal is seized.

b. i. If an owner fails to post a bond by 5:00 p.m. on the 14th calendar day after the day the animal was seized as required under this section, the animal is deemed abandoned and the owner's interest in the animal is forfeited to animal control by operation of law in accordance with the notice provided in subsection (4) of this section.

ii. A petition required by subsection (4)(e) of this section may be filed in Everett Municipal Court concerning any animal seized pursuant to this section. Copies of the petition must be served on animal control and the prosecuting attorney.

iii. An owner's failure to file a written petition by 5:00 p.m. on the 14th calendar day after the day the animal was seized shall constitute a waiver of the right to file a petition under this subsection and the animal is deemed abandoned and the owner's interest in the animal is forfeited to the city by operation of law unless a bond has been posted pursuant to this subsection (5). The court may extend the 14-day period to file a written petition by an additional 14 calendar days if the petitioner did not have actual notice of the seizure and the court finds, on the record and in writing, that there are exceptional and compelling circumstances justifying the extension.

c. i. Upon receipt of a petition pursuant to (b) of this subsection, the court shall set a civil hearing on the petition. The hearing shall be conducted within 30 calendar days after the filing of the petition.

ii. At the hearing requested by the owner, the rules of civil procedure shall apply and the respondent shall have the burden of establishing probable cause to believe that the seized animal was subjected to a violation of this chapter. The owner shall have an opportunity to be heard before the court makes its final finding. If the court finds that probable cause exists, the court shall order the owner to post a bond as required by this subsection (5) within 72 hours of the hearing, and if the owner fails to do so, the

seized animal is deemed abandoned and the owner's interest in the animal is forfeited to the city by operation of law. If the respondent does not meet its burden of proof, the court may order the animal returned to the owner at no cost to the owner, subject to conditions set by the court. If the court orders the return of an animal to the owner, the court may also order:

A. Reasonable attorney fees for the owner; and

B. A full refund of the bond posted pursuant to this subsection (5) by the owner for the care of the animal.

d. i. If a bond has been posted in accordance with this subsection (5), subsequent court proceedings shall be given court calendar priority so long as the animal remains in the custody of the city and the city may draw from the bond the actual reasonable costs incurred by the city in providing minimum care to the animal from the date of seizure to the date of final disposition of the animal in the criminal action.

ii. At the end of the time for which expenses are covered by the bond, if the owner seeks to prevent disposition of the animal by the custodial agency, the owner shall post a new bond with animal control within 72 hours following the prior bond's expiration. If an owner fails to post or renew a bond as required under this subsection (5), the animal is deemed abandoned and the owner's interest in the animal is forfeited to the city by operation of law.

e. For the purposes of this subsection (5), "animal" includes all unborn offspring of the seized animal and all offspring of the seized animal born after the animal was seized.

6. When an animal is seized from a person prohibited from owning, caring for, possessing, or residing with animals under RCW 16.52.200 or an order issued pursuant to Chapter 6.04 EMC, Chapter 6.08 EMC, RCW 16.52.200, 16.52.205 or 16.52.207, or similar statute, the animal is immediately and permanently forfeited by operation of law to the city and no court action is necessary.

7. If an animal is forfeited to the city according to the provisions of this section, the city may place the animal with a new owner; provided that the city may not place the animal with anyone who lives in the same household as the former owner.

8. The city may authorize a veterinarian or veterinary technician licensed in the state of Washington or a certified euthanasia technician certified in the state of Washington to euthanize a seized animal for humane reasons at any time if the animal is severely injured, sick, diseased, or suffering.

9. Nothing in this chapter shall be construed to prevent the voluntary, permanent relinquishment of any animal by its owner to the city or other agency. Voluntary relinquishment has no effect on the criminal charges that may be pursued by the appropriate authorities.

10. Nothing in this chapter requires court action for taking custody of, caring for, and properly disposing of stray, feral, at-large, or abandoned animals, or wild animals not owned or kept as pets or livestock, as lawfully performed by the city.

11. 7.— Any authorized person caring for, treating, or attempting to restore an animal to health under this section shall not be civilly or criminally liable for such action.

12. The provisions of this section are in addition to, and not in lieu of, the provisions of EMC 6.04.070, 6.04.140, 6.08.050, or RCW 16.52.200.

13. A petition for a civil hearing for the immediate return of a seized animal shall be in a form substantially similar to the following:

"IN THE EVERETT MUNICIPAL COURT
OF THE STATE OF WASHINGTON IN AND FOR
THE COUNTY OF SNOHOMISH

..... No.

Petitioner,

vs. PETITION FOR

..... RETURN OF SEIZED

Respondent ANIMALS

PARTIES/JURISDICTION

(a)(i) That Petitioner is, and at all relevant times herein was, a resident of (county of residence) County, Washington.

(ii) That Respondent is, and at all relevant times herein was, an agent, contractor, or political subdivision of the City of Everett, State of Washington.

(iii) That Petitioner's animal/animals were seized by Respondent in Everett, Snohomish County, Washington.

(iv) That this Court has jurisdiction over the subject matter and the parties hereto.

FACTS

(b)(i) That upon seizure of (number and type of animals) such animals were placed in the care and custody of the Respondent on (date of seizure).

(ii) That on or about (date on notice) the Respondent issued a seizure, bond, and forfeiture notice under EMC 6.04.090(H), a true and correct copy of said notice and accompanying attachments is attached hereto and incorporated herein as Exhibit A (attach a copy of the notice of seizure to this petition).

(iii) That pursuant to such notice, Petitioner herein files this petition for the immediate return of all such seized animals pursuant to EMC 6.04.090(H).

PRAYER

(c) Petitioner prays that this Court grant said petition and order the immediate return of Petitioner's aforementioned animals to Petitioner's care and custody.

DATED the ... day of,

By:

Petitioner (Signature)

Section 3. EMC 6.08.045 is amended as follows, with strikeouts deleted and underlining added:

6.08.045 Dangerous and potentially dangerous dogs—Confiscation.

A. Any dangerous dog shall be immediately confiscated by Everett animal control if the:

1. Dog is not validly registered under this chapter or RCW 16.08.080;
2. Owner does not secure the liability insurance coverage required under this chapter or RCW 16.08.080;
3. Dog is not maintained in the proper enclosure; or
4. Dog is outside of the dwelling of the owner, or outside of the proper enclosure and not under physical restraint of the responsible person.

B. The owner must pay the costs of confinement and control to Everett animal control if the dog is confiscated. Everett animal control must serve notice upon the dog owner in person or by regular and certified mail, return receipt requested, specifying the reason for the confiscation of the dangerous dog, that the owner is responsible for payment of the costs of confinement and control, and that the dog will be destroyed in an expeditious and humane manner if the deficiencies for which the dog was confiscated are not corrected within twenty days. The animal control authority shall destroy the confiscated dangerous dog in an expeditious and humane manner if any deficiencies required by this subsection are not corrected within twenty days of notification. In addition, the owner shall be guilty of a gross misdemeanor punishable in accordance with Section 6.08.050.

C. Under circumstances not rising to severe injury or death under EMC 6.08.045(E), if a potentially dangerous dog of an owner with a prior criminal conviction under this chapter or Chapter 16.08 RCW, or prior violation of EMC 6.04.070(B)(7), attacks or bites a person or another domestic animal, the dog's owner is guilty of a gross misdemeanor. It is an affirmative defense that the defendant must prove by a preponderance of the evidence that he or she was in compliance with the requirements for ownership of a potentially dangerous dog pursuant to this chapter or Chapter 16.08 RCW and the person or domestic animal attacked or bitten by the defendant's dog trespassed on the defendant's real or personal property or provoked the defendant's dog without justification or excuse. In addition, the potentially dangerous dog may be immediately confiscated by an animal control authority and impounded pursuant to EMC 6.04.090.

D. If a dangerous dog of an owner with a prior conviction under this chapter or Chapter 16.08 RCW, or prior violation of EMC 6.04.070(B)(7), attacks or bites a person or another domestic animal, the dog's owner is guilty of a Class C felony, punishable in accordance with RCW 9A.20.021. It is an affirmative defense that the defendant must prove by a preponderance of the evidence that he or she was in compliance with the requirements for ownership of a dangerous dog pursuant to this chapter or Chapter 16.08 RCW and the person or domestic animal attacked or bitten by the defendant's dog trespassed on the defendant's real or personal property or provoked the defendant's dog without justification or excuse. In addition, the dangerous dog shall be immediately confiscated by an animal control authority, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

ED. The owner of any dog that aggressively attacks and causes severe injury or death of any human, whether the dog has previously been declared potentially dangerous or dangerous, shall, upon conviction, be guilty of a Class C felony punishable in accordance with RCW 9A.20.021. It is an affirmative defense that the defendant must prove by a preponderance of the evidence that the human severely injured or killed by the defendant's dog: (1) trespassed on the defendant's real or personal property which was enclosed by fencing suitable to prevent the entry of young children and designed to prevent the dog from escaping and marked with clearly visible signs warning people, including children, not to trespass and to beware of the dog; or (2) provoked the defendant's dog without justification or excuse on the defendant's real or personal property which was enclosed by fencing suitable to prevent the entry of young children and designed to prevent the dog from escaping and marked with clearly visible signs warning people, including children, not to trespass and to beware of the dog. In such a prosecution, the state has the burden of showing that the owner of the dog either knew or should have known that the dog was potentially dangerous as defined in this chapter or Chapter 16.08 RCW. The state may not meet its burden of proof that the owner should have known the dog was potentially dangerous solely by showing the dog to be a particular breed or breeds. In addition, the dog shall be immediately confiscated by an animal control authority, quarantined, and upon conviction of the owner destroyed in an expeditious and humane manner.

FE. Any potentially dangerous dog or dangerous dog may be immediately seized and impounded by Everett animal control if an Everett animal control officer has probable cause to believe that the owner has failed to comply with the conditions or restrictions of this chapter or imposed by the animal control authority. Such impoundment shall be subject to the procedures of Section 6.04.090.

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

EMC Amended/Repealed by this Ordinance	Ordinance History of EMC Amended/Repealed by this Ordinance
EMC 6.04.020	(Ord. 3903-22 § 1, 2022; Ord. 3228-11 § 1, 2011; Ord. 2684-03 § 1, 2003; Ord. 2394-99 § 1, 1999; Ord. 1810-91 § 2, 1991.)
EMC 6.04.070	(Ord. 3903-22 § 4, 2022; Ord. 3236-11 § 9, 2011; Ord. 2873-05 § 1, 2005; Ord. 2394-99 § 6, 1999; Ord. 2091-95 § 1, 1995; Ord. 1810-91 § 7, 1991.)
EMC 6.04.090	(Ord. 3903-22 § 5, 2022; Ord. 3228-11 § 2, 2011; Ord. 2684-03 § 3, 2003; Ord. 2394-99 § 7, 1999; Ord. 1815-91 § 9, 1991.)
EMC 6.08.045	(Ord. 3705-19 § 8, 2019; Ord. 2782-04 § 5, 2004; Ord. 2393-99 § 9, 1999.)

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Ordinance Amending the Development Agreement for the Everett Riverfront District Properties Related to the Landfill Site, Amending Section 1 of Ordinance No. 3121 -09, as previously amended

Council Bill # *interoffice use*

CB 2310-59

Agenda dates requested:

11/8/23, 11/15/23, 12/20/23

1st Reading: 11/8

2nd Reading/Briefing: 11/15

3rd Reading/Hearing: 12/20

Ordinance X

Public hearing

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

1. DA Amendment Ordinance (with DA Amendment)
2. Planning Commission Resolution 23-04
3. ARPDA Amendment

Department(s) involved:

Planning, Parks & Facilities,
Legal

Contact person:

Yorik Stevens-Wajda

Phone number:

(425) 257-8725

Email:

ystevens@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Adopt ordinance regarding Riverfront Project

Partner/Supplier: Shelter Holdings

Location: Riverfront

Preceding action: Amendment of Development Agreement in 2021

Fund: N/A

Fiscal summary statement: N/A

Project summary statement: This ordinance will allow an amendment to the Riverfront development agreement (DA), consisting of two relatively minor changes intended to have positive impact on the continuing development of the former landfill portion of the site. The proposed amendment was considered and recommended to Council by the Planning Commission at its meeting on 10.17.23.

The DA is one of several agreements between the City and the developer (Shelter Holdings) that govern the Riverfront development. These agreements envisage six phases of development on the central portion (landfill site). Most of the First Phase is complete.

The first proposed change is to the cinema element of the development. In 2021, considering the impact of the pandemic, Council approved a DA amendment that postponed the development's cinema element from the First Phase and recognized that a cinema may no longer be viable at the Riverfront. Shelter is now working on negotiating a long-term agreement with a restaurant/recreational anchor tenant for what is currently indicated as the cinema site. Accordingly, the proposed change to the agreement would replace the current cinema element with a proposed Anchor Food and Recreation use, which Shelter representatives will more fully describe at the briefing at first reading.

The second proposed change regards the Eclipse Mill Park, which is planned as a park with upland amenities (playground and picnic shelter) and in-water amenities (dock). Under the current agreements (going back to 2008 and 2019), Shelter first builds the upland part in stages, with the City building the in-water portion later when the City has funds. However, the City now will be able to use LIFT grant dollars to finance in-water park construction in 2025. Accordingly, the proposed change will adjust construction schedule to accommodate this, as it causes construction access issues if upland construction occurs before in-water work. This means the City will construct in-water in 2025, with Shelter following with its stages of upland work.

Finally, as mentioned above, several agreements govern the Riverfront. To make these two changes, corresponding revisions must be made to the Amended and Restated Property Disposition Agreement (ARPDA), which governs certain Riverfront real estate matters. Unlike a DA amendment (which is by ordinance), the ARPDA amendment is approved like other contracts, and will be scheduled for separate council action on 11.29.23, at the same meeting as the third reading of the proposed DA amendment ordinance. For reference, the proposed ARPDA amendment is attached

Recommendation (exact action requested of Council): Adopt Ordinance Amending the Development Agreement for the Everett Riverfront District Properties Related to the Landfill Site, Amending Section 1 of Ordinance No. 3121 -09, as previously amended.



ORDINANCE NO. _____

An Ordinance Amending the Development Agreement for the Everett Riverfront District Properties Related to the Landfill Site, Amending Section 1 of Ordinance No. 3121 -09, as previously amended

WHEREAS,

- A.** In 2009, the City approved a Planned Development Overlay rezone for the Everett Riverfront District Properties pursuant to Ordinance 3121-09, implemented through a Development Agreement, for properties commonly referred to as the Simpson site, the Landfill site, and the Eclipse Mill site.
- B.** In 2014, a First Amendment to the Development Agreement was approved by City Council pursuant to Ordinance 3373-14. The First Amendment only concerned the Simpson site and the Eclipse Mill site and did not concern the Landfill site.
- C.** In 2019, a Second Amendment to the Development Agreement was approved by City Council pursuant to Ordinance 3674-19. The Second Amendment only concerned the Landfill site and did not concern the Simpson site or the Eclipse Mill site. The Second Amendment, among other matters, contained a cinema in the First Phase of Landfill development.
- D.** In 2021, in response to the COVID-19 pandemic, the City Council approved an addendum to the Second Amendment to the Development Agreement. This addendum postponed the cinema from the First Phase to the Third Phase.
- E.** In 2023, as anticipated by the 2021 addendum, the developer of the Landfill proposed to change the cinema use. In general, the proposal is to change the cinema use to an anchor food and recreational use.
- F.** The specifics of the developer's proposed change to the Development Agreement for the Landfill are contained in the Second Addendum to the Second Amendment to Development Agreement, which is attached as Exhibit 1 to this Ordinance and is referred to herein as the "Second Addendum." The Second Addendum does not contain any revision to the Development Agreement with respect to the Simpson site or the Eclipse Mill site.
- G.** The Planning Commission considered the Developer's proposed change at its meeting October 17, 2023, during which the Planning Commission recommended approval of the proposed changes.
- H.** The City Council held a public hearing on November 29, 2023, before passage of this ordinance.

NOW, THEREFORE, the City Council adopts the foregoing recitals as its findings, and the City Council therefore concludes the following:

1. The amendments in the Second Addendum approved by this Ordinance follow and are based on an appropriate land use and environmental review process that has included meaningful opportunities for public participation; and

2. The proposed change to the Planned Development Overlay zone and Development Agreement, and the resultant master plan for the Landfill site:
 - a. promote the best long term interests of the community and satisfy the criteria of EMC 19.29.050.C and EMC 15.03.200, to the extent such provisions are applicable;
 - b. is consistent with the Everett Growth Management Comprehensive Plan; and
 - c. bears a substantial relation to the public health, safety and welfare, implement conditions established in the original master plan and mitigation required in the revised EIS, which mitigates potential adverse impacts upon existing and anticipated land uses in the immediate vicinity of the subject property.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The Second Addendum is approved and the Mayor is authorized to execute the Second Addendum substantially in the form as provided in Exhibit 1.

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.

Section 4. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 5. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Section 6. The City Council public hearing on November 29, 2023, is deemed to satisfy any applicable public hearing requirements under chapter 19.29 EMC. A copy of this Ordinance, and an executed copy of the Second Addendum, shall be recorded with the Snohomish County Auditor's Office and shall constitute a covenant running with the land.

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Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

EXHIBIT 1

SECOND ADDENDUM TO SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT

**SECOND ADDENDUM
TO
SECOND AMENDMENT
TO
DEVELOPMENT AGREEMENT**

This Second Addendum to the Second Amendment to Development Agreement (this "Addendum") is dated as of last signature below (the "Effective Date"), and is made and entered into by and among **RIVERFRONT COMMERCIAL INVESTMENT, L.L.C.** ("Riverfront"), a Washington limited liability company and **RIVERFRONT PHASE 1, LLC**, a Washington limited liability company, with respect to the Phase 1 Lots, **RIVERFRONT PHASE 2, LLC**, a Washington limited liability company, with respect to the Phase 2 Lots, **RIVERFRONT PHASE 3, LLC**, a Washington limited liability company, with respect to the Phase 3 Lots, **RIVERFRONT PHASE 4, LLC**, a Washington limited liability company, with respect to the Phase 4 Lots, **RIVERFRONT GROCER LLC**, a Washington limited liability company, with respect to the Grocer Lot, **RIVERFRONT THEATER, LLC**, a Washington limited liability company, with respect to the Theater Lot (collectively, "Developer"); and (ii) the **CITY OF EVERETT**, a municipal corporation of the State of Washington (the "City").

RECITALS

The City and Developer are parties to the Development Agreement dated June 2, 2009, which was amended by the First Amendment dated April 3, 2014, the Second Amendment to Development Agreement dated May 17, 2019, and the Addendum to Second Amendment dated as of May 4, 2021 (the 2021 addendum, the "Initial Addendum"; the 2019 amendment the "Second Amendment"; the development agreement as amended by both amendments and the Initial Addendum, the "Development Agreement"). Unless otherwise defined herein, all capitalized terms in this Addendum have the meaning set forth in the Second Amendment. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614 ("Assignment Agreement").

On October 21, 2019, the City approved a minor amendment to the Final Development Plan in accordance with EMC 19.29, which revised the second page of Attachment E-1 to the Second Amendment. The amended version of the second page of Attachment E-1 was attached to the Initial Addendum as Exhibit A. Now the parties are further amending the Final Development Plan as set forth in this Addendum. The revised Attachment E-1 Final Development Plan is attached to this Addendum as Exhibit A.

As acknowledged in the Initial Addendum the COVID-19 pandemic has occurred since the execution of the Second Amendment and has impacted the viability and timing of certain elements of the Everett Riverfront Development. Specifically, Developer has determined that the Cinema Element of the Everett Riverfront Development is no longer viable. As further contemplated by the Initial Addendum, Developer has proposed and the City desires to approve, replacement of the Cinema Element with an anchor food and recreational use, as set forth in this Addendum.

On August 1, 2013, PNW Riverfront, LLC assigned and Riverfront assumed all of the rights, obligations and liabilities of PNW Riverfront with respect to the Development Agreement

and other agreements related to the Property pursuant to that Riverfront Assignment and Assumption Agreement recorded under Snohomish County recording no. 201311180486. Riverfront has subsequently assigned and Riverfront Phase 1, LLC, Riverfront Phase 2, LLC, Riverfront Phase 3, LLC, Riverfront Phase 4, LLC, Riverfront Grocer, LLC and Riverfront Theater, LLC have assumed rights, obligations and liabilities under the Development Agreement as more particularly set forth in the Assignment Agreement. PNW Riverfront does not hold any interest in the Property or under the Development Agreement. The parties now desire to remove PNW Riverfront as a party to the Development Agreement

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises as stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PNW, Riverfront, and the City hereby agree as follows:

1. Amendment of the Cinema Element Phase to the Anchor Food and Recreation (AFR) Phase.

A. The Cinema Element Property is renamed the “Anchor Food and Recreation Property” (or “AFR Property”) with no changes to the location or boundaries of such property. The Cinema Phase is renamed the Anchor Food and Recreation Phase (or “AFR Phase”). The Cinema use that was contemplated as part of the Cinema Phase is hereby replaced with an Anchor Food and Recreation Use (or “AFR Use”).

1. An Anchor Food and Recreation (AFR) Use means *an anchor establishment with indoor and outdoor spaces covering a substantial majority of the AFR Property that provides restaurant quality food and beverage service combined with active recreational options, such as, for example, table tennis, pickleball, tennis, handball, golf, squash, volleyball, or racquetball. An AFR Use does not include fitness centers or health spas.*

2. . The revised Final Development Plan attached to this Addendum as Exhibit A, is hereby approved by the City.

B. As defined in the Initial Addendum, the AFR Phase is one of the Remaining Phases. Prior to the completion of the Third Phase Developer will complete the AFR Phase, which will include construction of an AFR Use on the AFR Property. Drawings of the AFR Element are attached as Exhibit B (“AFR Drawings”). Figure 11 and Figure 12 of the First Phase Drawings that were attached as part of Exhibit 1 to the Second Amendment are hereby deleted. The AFR Drawings shall also be incorporated into subsection I: Supplemental Examples of the Mixed Use Design Guidelines that are Attachment G to the Second Amendment, as approved renderings for the AFR Phase under such guidelines.

2. Amendment of Section 5.2: Developer Property – Use Restriction. The new Section 5.2.1.1 of the Second Amendment which was added by the Initial Addendum is hereby amended to read as follows:

5.2.1.1 Anchor Food and Recreation Phase. Notwithstanding anything to the contrary in this Agreement, the sole permitted use of the AFR Property prior to issuance of a Partial Certificate of Completion for the AFR Phase is as follows: development and construction

of an AFR Use substantially as shown in the AFR Drawings and the revised Final Development Plan and in accordance with applicable provisions of the Second Amendment. Modifications to the Final Development Plan approved by the Planning Director using the criteria for administrative modification of the Final Development Plan as specified in the City's Planned Development Overlay regulations as set forth in EMC Chapter 19.29 shall be deemed to be "substantially as shown in the Final Development Plan" as that term is used in this Section. The Planning Director shall have the sole authority to determine if final site layout and building designs proposed for AFR Phase are "substantially as shown in the AFR Drawings." A decision to reject a plan or permit based on not being "substantially as shown in the AFR Drawings" must not be arbitrary and must be made in writing and supported by detailed findings. Second Amendment Section 5.2.2 does not apply to the AFR Phase. However, if Developer proposes a design that is not substantially as shown in the approved AFR Drawings, then such proposal will be subject to Planning Director approval on the basis of whether the proposed design meets the definition of an AFR Use, complies with the Design Guidelines, and provides at least the level of quality represented by the AFR Drawings. A decision to reject a plan or permit based on non-compliance with the preceding sentence must not be arbitrary and must be made in writing and supported by detailed findings.

3. Park Project. The deadlines for the Eclipse Mill Park project and the First Phase Park Project are as set forth in the Restated PDA, as amended.

4. Removal of PNW Riverfront LLC. For the Reasons set forth in Recital D above, PNW Riverfront LLC is hereby removed as a party to the Development Agreement.

5. General Provisions.

5.1 Counterparts; pdf Signatures. This Addendum may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. AdobeSign or other electronic or pdf signatures on this Agreement shall constitute original signatures of the Parties.

5.2 Recording. Either party may arrange for the recording of this Addendum with the Snohomish County Auditor's office, as necessary to disclose this Addendum on title documents for the affected property.

6. Other. Except as expressly modified in this Addendum, the Second Amendment shall remain in full force and effect.

EXHIBITS:

Exhibit A – Revised Attachment E-1: Final Development Plan

Exhibit B –AFR Drawings

[Remainder of page intentionally left blank; signatures begin on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto,
intending to be legally bound hereby.

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront:

Riverfront Commercial Investment, L.L.C.
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires ____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront Phase 1 LLC.
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the _____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires _____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront:

Riverfront Phase 2 LLC.
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires _____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront:

Riverfront Phase 3 LLC
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires _____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront:

Riverfront Phase 4 LLC
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires ____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront:

Riverfront Grocer LLC
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires ____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront:

Riverfront Theater LLC
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires ____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

City:

CITY OF EVERETT:

By: _____
Cassie Franklin, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
_____, City Clerk

By: _____
_____,
City Attorney

STATE OF WASHINGTON :
: SS.
COUNTY OF SNOHOMISH :

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires ____

SITE PLAN

RIVERFRONT

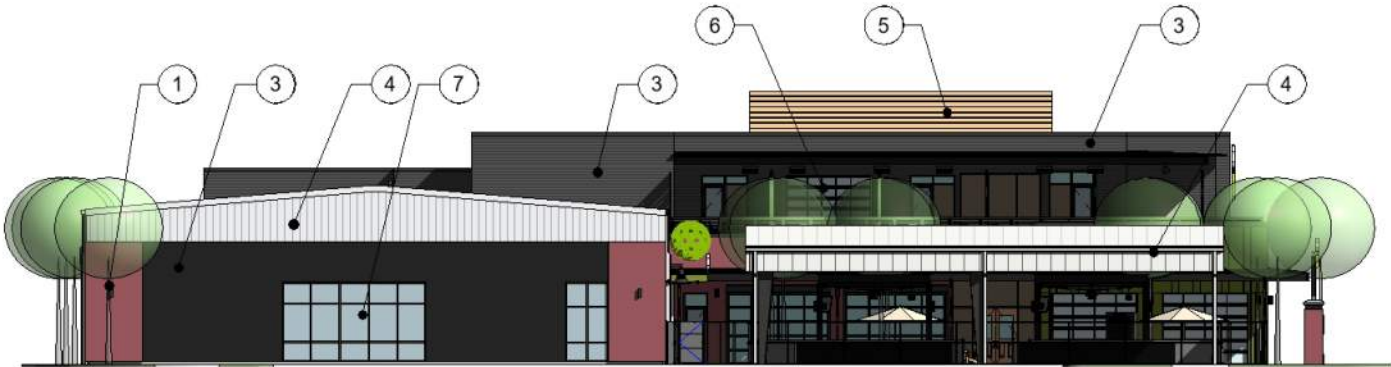


ELEVATIONS

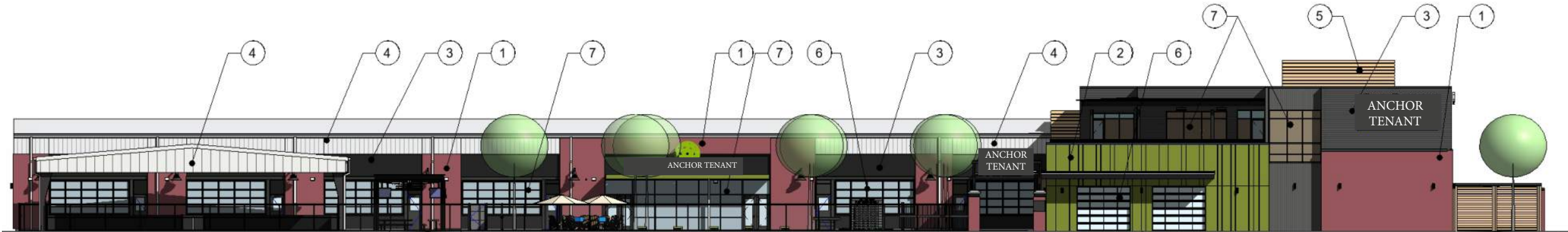
Exhibit B (page 1/2)

RIVERFRONT

2 West Elevation



1 South Elevation



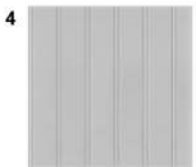
BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD



OPERABLE DOORS

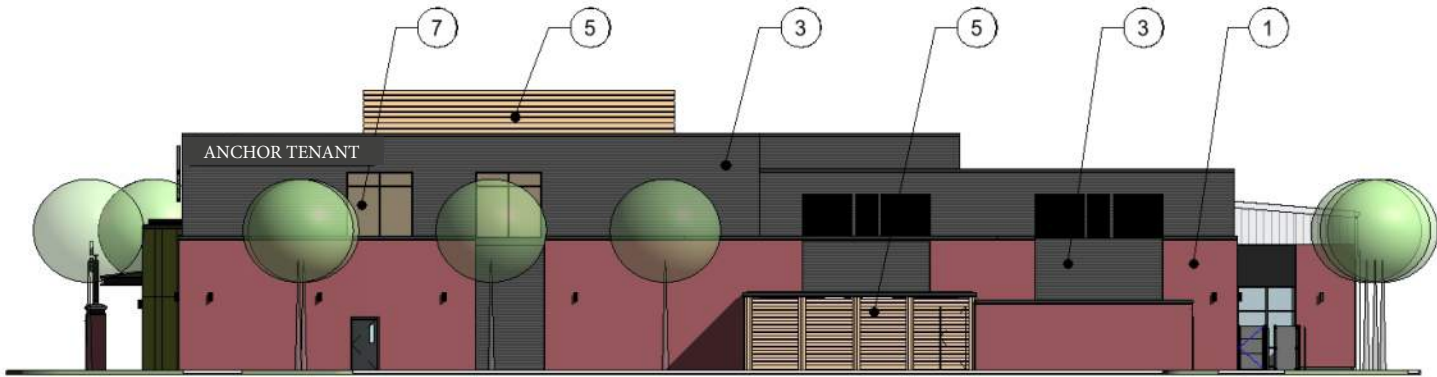


ALUMINIUM STOREFRONT

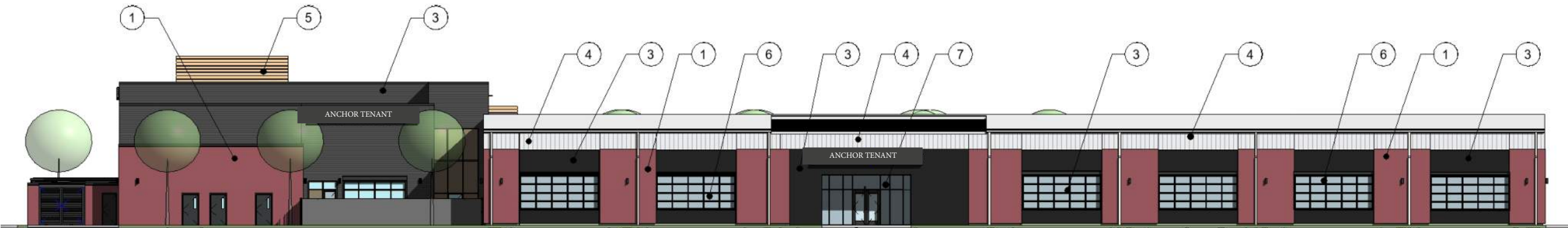
ELEVATIONS

Exhibit B (page 2/2)

RIVERFRONT



4 East Elevation



3 North Elevation



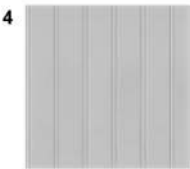
BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD



OPERABLE DOORS



ALUMINIUM STOREFRONT

SECOND AMENDMENT
TO
AMENDED AND RESTATED PROPERTY DISPOSITION AGREEMENT
EVERETT RIVERFRONT DEVELOPMENT
(LANDFILL)

This Second Amendment to Amended and Restated Property Disposition Agreement (this “***Amendment***”) is dated for reference purposes as of the date of last signature below, and is made and entered into by and between (i) **RIVERFRONT COMMERCIAL INVESTMENT, L.L.C. (“*Riverfront*”)**, a Washington limited liability company, and **RIVERFRONT PHASE 1, LLC**, a Washington limited liability company, with respect to the Phase 1 Lots, **RIVERFRONT PHASE 2, LLC**, a Washington limited liability company, with respect the Phase 2 Lots, **RIVERFRONT PHASE 3, LLC**, a Washington limited liability company, with respect the Phase 3 Lots, **RIVERFRONT PHASE 4, LLC**, a Washington limited liability company, with respect to the Phase 4 Lots, **RIVERFRONT GROCER LLC**, a Washington limited liability company, with respect to the Grocer Lot, **RIVERFRONT THEATER, LLC**, a Washington limited liability company, with respect to the Theater Lot (collectively, “***Developer***”); and (ii) the **CITY OF EVERETT**, a municipal corporation of the State of Washington (the “***City***”).

RECITALS

A. The City and Developer are parties to the Amended and Restated Property Disposition Agreement dated May 10, 2019, as amended by the First Amendment dated May 4, 2021 (as amended, this “***Agreement***”). All capitalized terms in this Amendment have the meaning set forth in the Agreement. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614 (“***Assignment Agreement***”).

B. Contemporaneously with this Amendment, the parties are executing a Second Addendum to the Second Amendment to the Development Agreement (the “***Second DA Addendum***”). As set forth in the Second DA Addendum, the parties have agreed to replacement of the Cinema Element with an anchor food and recreation use. One purpose of this Amendment is to make changes to the Agreement regarding this replacement that correspond to the Second DA Addendum.

C. In addition, since the First Amendment, the City has taken steps to secure funding for construction of the in-water improvements to the Eclipse Mill Park. Because of this, the parties desire to adjust the certain timing provisions regarding the park.

D. Further, the parties acknowledge that all rights, obligations and liabilities that PNW Riverfront LLC had under the Agreement have been assigned to and assumed by the Developer pursuant to the Assignment Agreement, and PNW Riverfront LLC does not hold

any interest in the Developer Property. Therefore, the parties now desire to remove PNW Riverfront LLC as a party to this Agreement.

E. Accordingly, the Parties hereto have agreed to amend the Agreement as set forth herein.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in accordance with the terms of the Agreement, Developer and the City hereby amend the Agreement as follows:

1 REPLACEMENT OF CINEMA WITH ANCHOR FOOD AND RECREATION USE

In the Agreement (including the exhibits thereto), the terms “cinema”, “Cinema Element Phase” and “Cinema Element Property” are each respectively replaced with “AFR Use,” “AFR Phase,” and “AFR Property,” as such terms are defined in the Second DA Addendum.

Section 3.4 of the Agreement, which was added by the First Amendment, is amended to read as follows: “As stated in the 2nd Amendment to the DA as amended, Developer will, prior to completion of the Third Phase, complete the AFR Phase.”

2 ECLIPSE MILL PARK

The City anticipates receiving funding for the Later Phase Eclipse Mill Park Project in 2025, with construction beginning and complete in 2025 or 2026. The parties agree that for construction purposes it would be most efficient if Developer’s First Phase Park Project were constructed after completion of the City’s Later Phase Eclipse Mill Park Project. Accordingly, the parties amend the Agreement as follows:

2.1 The fifth sentence of Section 1.4 of the Agreement is replaced with “Developer will cause First Phase Park Completion to occur in accordance with the approved plans and specifications no later than 18 months after the City completes its Later Phase Eclipse Mill Park Project, subject to extension of such date for Force Majeure as provided in Section 13.2 (“***First Phase Park Completion Deadline***”).”

2.2 The parenthetical in the first sentence of Agreement Section 2.3.3.2 is replaced with “(other than the First Phase Park Project, which must be completed by the First Phase Park Deadline).”

Section 7.2.2 of the Agreement is deleted. However, in the event that the City does not secure the anticipated funding for the Later Phase Eclipse Mill Park Project and provides written notice thereof to Developer, then (A) the First Phase Park Completion Deadline will be 18 months after the date of such notice to Developer, but in no event will such deadline be earlier than December 31, 2026, with such deadline subject to

extension for Force Majeure as provided in Section 13.2 and (B) Section 7.2.2 of the Agreement is automatically deemed restored to the Agreement as of the date of such notice to Developer.

The City shall cooperate with Developer to issue any extensions of the permits for the First Phase Park Project that are necessary to implement the timelines contemplated by this Amendment.

3 REMOVAL OF PNW RIVERFRONT, LLC

For the reasons set forth in Recital D above, PNW Riverfront LLC is hereby removed as a party to the Agreement.

4 AGREEMENT IN FULL FORCE AND EFFECT

Except as modified by this Amendment, the Agreement remains in full force and effect. This Agreement may be signed with AdobeSign, which is fully binding.

[SIGNATURE PAGES FOLLOW]

CITY SIGNATURE PAGE

CITY:

CITY OF EVERETT

By: _____
Cassie Franklin, Mayor

ATTEST:

By: _____
Office of City Clerk

APPROVED AS TO FORM:

By: _____
Office of City Attorney

DEVELOPER SIGNATURE PAGES

DEVELOPER:

**RIVERFRONT COMMERCIAL INVESTMENT, L.L.C.,
a Washington limited liability company**

By: _____

Its: _____

**RIVERFRONT PHASE 1 LLC,
a Washington limited liability company**

By: _____

Its: _____

**RIVERFRONT PHASE 2 LLC,
a Washington limited liability company**

By: _____

Its: _____

**RIVERFRONT PHASE 3 LLC,
a Washington limited liability company**

By: _____

Its: _____

**RIVERFRONT PHASE 4 LLC,
a Washington limited liability company**

By: _____

Its: _____

RIVERFRONT THEATER LLC,
a Washington limited liability company

By: _____

Its: _____

RIVERFRONT GROCER LLC,
a Washington limited liability company

By: _____

Its: _____



PLANNING COMMISSION RESOLUTION NO. 23-04

A Resolution Recommending that the City Council Approve an Amendment to the Riverfront Planned Development Overlay and Development Agreement

WHEREAS, THE PLANNING COMMISSION FINDS THE FOLLOWING:

- A.** The City and Developer are parties to the Development Agreement dated June 2, 2009, which was amended by the First Amendment dated April 3, 2014, the Second Amendment to Development Agreement dated May 17, 2019, and the Addendum to Second Amendment dated as of May 4, 2021 (the 2021 addendum, the “Initial Addendum”; the 2019 amendment the “Second Amendment”; the development agreement as amended by both amendments and the Initial Addendum, the “Development Agreement”). Unless otherwise defined herein, all capitalized terms in this Addendum have the meaning set forth in the Second Amendment. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614 (“Assignment Agreement”).
- B.** On October 21, 2019, the City approved a minor amendment to the Final Development Plan in accordance with EMC 19.29, which revised the second page of Attachment E-1 to the Second Amendment. The amended version of the second page of Attachment E-1 was attached to the Initial Addendum as Exhibit A. Now the parties are further amending the Final Development Plan as set forth in this Addendum. The revised Attachment E-1 Final Development Plan is attached to this Addendum as Exhibit A.
- C.** As acknowledged in the Initial Addendum the COVID-19 pandemic has occurred since the execution of the Second Amendment and has impacted the viability and timing of certain elements of the Everett Riverfront Development. Specifically, Developer has determined that the Cinema Element of the Everett Riverfront Development is no longer viable. As further contemplated by the Initial Addendum, Developer has proposed and the City desires to approve, replacement of the Cinema Element with an anchor food and recreational use, as set forth in this Addendum.
- D.** On August 1, 2013, PNW Riverfront, LLC assigned and Riverfront assumed all of the rights, obligations and liabilities of PNW Riverfront with respect to the Development Agreement and other agreements related to the Property pursuant to that Riverfront Assignment and Assumption Agreement recorded under Snohomish County recording no. 201311180486. Riverfront has subsequently assigned and Riverfront Phase 1, LLC, Riverfront Phase 2, LLC, Riverfront Phase 3, LLC, Riverfront Phase 4, LLC, Riverfront Grocer, LLC and Riverfront Theater, LLC have assumed rights, obligations and liabilities under the Development Agreement as more particularly set forth in the Assignment Agreement. PNW Riverfront does not hold any interest in the Property or under the Development Agreement. The parties now desire to remove PNW Riverfront as a party to the Development Agreement.

- E. The Planning Commission finds that the proposed amendments to the Riverfront Planned Development Overlay meet the approval criteria in EMC 19.29.050(C).
- F. The Planning Commission defers a public hearing on the matter to the city council.

NOW, THEREFORE, THE PLANNING COMMISSION RECOMMENDS THE FOLLOWING:

The Planning Commission recommends that the City Council adopt the Second Addendum to the Second Amendment to the Riverfront Development Agreement as presented hereto as Exhibit A and incorporated herein as if fully set forth.

Planning Commission Chair

Planning Commission Secretary

Dated:

EXHIBIT A: PROPOSED SECOND ADDENDUM TO SECOND AMENDMENT TO RIVERFRONT DEVELOPMENT AGREEMENT

SECOND ADDENDUM TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Addendum to the Second Amendment to Development Agreement (this "Addendum") is dated as of last signature below (the "Effective Date"), and is made and entered into by and among **RIVERFRONT COMMERCIAL INVESTMENT, L.L.C.** ("Riverfront"), a Washington limited liability company and **RIVERFRONT PHASE 1, LLC**, a Washington limited liability company, with respect to the Phase 1 Lots, **RIVERFRONT PHASE 2, LLC**, a Washington limited liability company, with respect to the Phase 2 Lots, **RIVERFRONT PHASE 3, LLC**, a Washington limited liability company, with respect to the Phase 3 Lots, **RIVERFRONT PHASE 4, LLC**, a Washington limited liability company, with respect to the Phase 4 Lots, **RIVERFRONT GROCER LLC**, a Washington limited liability company, with respect to the Grocer Lot, **RIVERFRONT THEATER, LLC**, a Washington limited liability company, with respect to the Theater Lot (collectively, "Developer"); and (ii) the **CITY OF EVERETT**, a municipal corporation of the State of Washington (the "City").

RECITALS

The City and Developer are parties to the Development Agreement dated June 2, 2009, which was amended by the First Amendment dated April 3, 2014, the Second Amendment to Development Agreement dated May 17, 2019, and the Addendum to Second Amendment dated as of May 4, 2021 (the 2021 addendum, the "Initial Addendum"; the 2019 amendment the "Second Amendment"; the development agreement as amended by both amendments and the Initial Addendum, the "Development Agreement"). Unless otherwise defined herein, all capitalized terms in this Addendum have the meaning set forth in the Second Amendment. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614 ("Assignment Agreement").

On October 21, 2019, the City approved a minor amendment to the Final Development Plan in accordance with EMC 19.29, which revised the second page of Attachment E-1 to the Second Amendment. The amended version of the second page of Attachment E-1 was attached to the Initial Addendum as Exhibit A. Now the parties are further amending the Final Development Plan as set forth in this Addendum. The revised Attachment E-1 Final Development Plan is attached to this Addendum as Exhibit A.

As acknowledged in the Initial Addendum the COVID-19 pandemic has occurred since the execution of the Second Amendment and has impacted the viability and timing of certain elements of the Everett Riverfront Development. Specifically, Developer has determined that the Cinema Element of the Everett Riverfront Development is no longer viable. As further contemplated by the Initial Addendum, Developer has proposed and the City desires to approve, replacement of the

Cinema Element with an anchor food and recreational use, as set forth in this Addendum.

On August 1, 2013, PNW Riverfront, LLC assigned and Riverfront assumed all of the rights, obligations and liabilities of PNW Riverfront with respect to the Development Agreement and other agreements related to the Property pursuant to that Riverfront Assignment and Assumption Agreement recorded under Snohomish County recording no. 201311180486. Riverfront has subsequently assigned and Riverfront Phase 1, LLC, Riverfront Phase 2, LLC, Riverfront Phase 3, LLC, Riverfront Phase 4, LLC, Riverfront Grocer, LLC and Riverfront Theater, LLC have assumed rights, obligations and liabilities under the Development Agreement as more particularly set forth in the Assignment Agreement. PNW Riverfront does not hold any interest in the Property or under the Development Agreement. The parties now desire to remove PNW Riverfront as a party to the Development Agreement

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises as stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PNW, Riverfront, and the City hereby agree as follows:

1. Amendment of the Cinema Element Phase to the Anchor Food and Recreation (AFR) Phase.

A. The Cinema Element Property is renamed the “Anchor Food and Recreation Property” (or “AFR Property”) with no changes to the location or boundaries of such property. The Cinema Phase is renamed the Anchor Food and Recreation Phase (or “AFR Phase”). The Cinema use that was contemplated as part of the Cinema Phase is hereby replaced with an Anchor Food and Recreation Use (or “AFR Use”).

1. An Anchor Food and Recreation (AFR) Use means *an anchor establishment with indoor and outdoor spaces covering a substantial majority of the AFR Property that provides restaurant quality food and beverage service combined with active recreational options, such as, for example, table tennis, pickleball, tennis, handball, golf, squash, volleyball, or racquetball. An AFR Use does not include fitness centers or health spas.*

2. . The revised Final Development Plan attached to this Addendum as Exhibit A, is hereby approved by the City.

B. As defined in the Initial Addendum, the AFR Phase is one of the Remaining Phases. Prior to the completion of the Third Phase Developer will complete the AFR Phase, which will include construction of an AFR Use on the AFR Property. Drawings of the AFR Element are attached as Exhibit B (“AFR Drawings”). Figure 11 and Figure 12 of the First Phase Drawings that were attached as part of Exhibit 1 to the Second Amendment are hereby deleted. The AFR Drawings shall also be incorporated into subsection I: Supplemental Examples of the Mixed Use Design Guidelines that are Attachment G to the Second Amendment, as approved renderings for the AFR Phase under such guidelines.

2. Amendment of Section 5.2: Developer Property – Use Restriction. The new Section 5.2.1.1 of the Second Amendment which was added by the Initial Addendum is hereby amended to read as follows:

5.2.1.1 Anchor Food and Recreation Phase. Notwithstanding anything to the contrary in this Agreement, the sole permitted use of the AFR Property prior to issuance of a Partial Certificate of Completion for the AFR Phase is as follows: development and construction of an AFR Use substantially as shown in the AFR Drawings and the revised Final Development Plan and in accordance with applicable provisions of the Second Amendment. Modifications to the Final Development Plan approved by the Planning Director using the criteria for administrative modification of the Final Development Plan as specified in the City's Planned Development Overlay regulations as set forth in EMC Chapter 19.29 shall be deemed to be "substantially as shown in the Final Development Plan" as that term is used in this Section. The Planning Director shall have the sole authority to determine if final site layout and building designs proposed for AFR Phase are "substantially as shown in the AFR Drawings." A decision to reject a plan or permit based on not being "substantially as shown in the AFR Drawings" must not be arbitrary and must be made in writing and supported by detailed findings. Second Amendment Section 5.2.2 does not apply to the AFR Phase. However, if Developer proposes a design that is not substantially as shown in the approved AFR Drawings, then such proposal will be subject to Planning Director approval on the basis of whether the proposed design meets the definition of an AFR Use, complies with the Design Guidelines, and provides at least the level of quality represented by the AFR Drawings. A decision to reject a plan or permit based on non-compliance with the preceding sentence must not be arbitrary and must be made in writing and supported by detailed findings.

3. Park Project. The deadlines for the Eclipse Mill Park project and the First Phase Park Project are as set forth in the Restated PDA, as amended.
4. Removal of PNW Riverfront LLC. For the Reasons set forth in Recital D above, PNW Riverfront LLC is hereby removed as a party to the Development Agreement.

5. General Provisions.

5.1 Counterparts; pdf Signatures. This Addendum may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. AdobeSign or other electronic or pdf signatures on this Agreement shall constitute original signatures of the Parties.

5.2 Recording. Either party may arrange for the recording of this Addendum with the Snohomish County Auditor's office, as necessary to disclose this Addendum on title documents for the affected property.

6. Other. Except as expressly modified in this Addendum, the Second Amendment shall remain in full force and effect.

EXHIBITS:

Exhibit A – Revised Attachment E-1: Final Development Plan and Anchor Food and Recreation Drawing

SITE PLAN

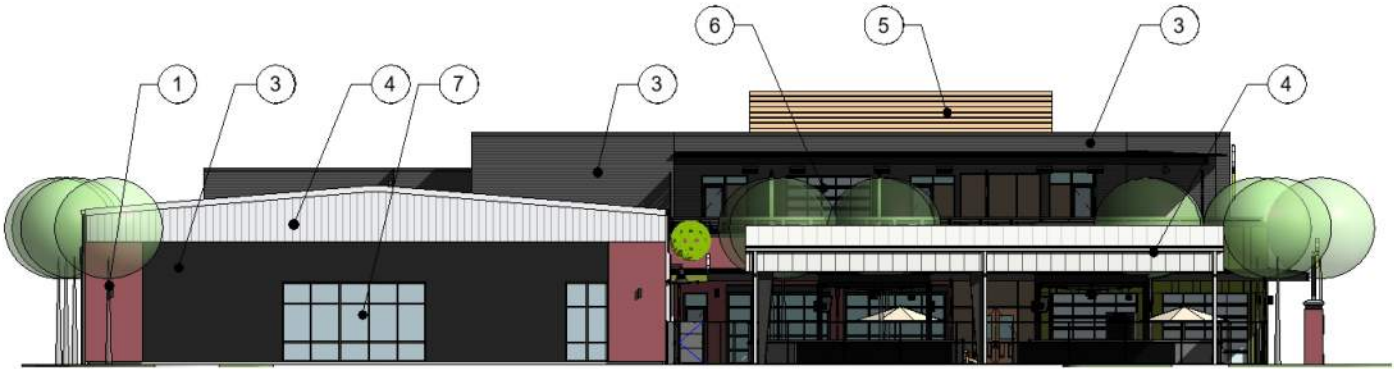
RIVERFRONT



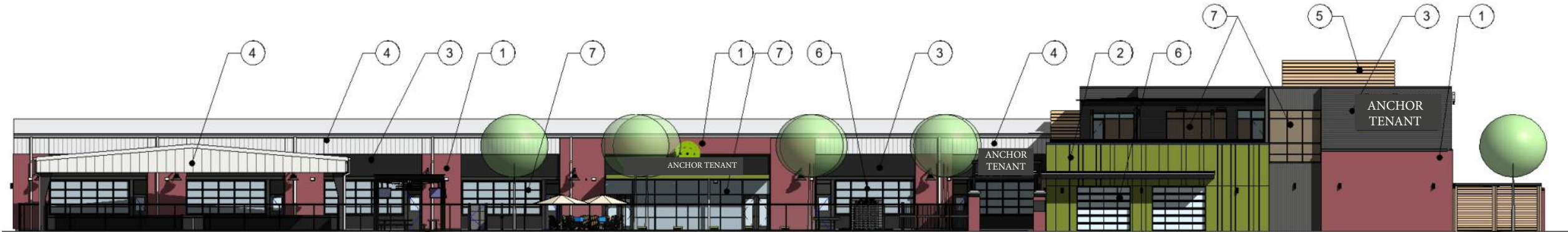
ELEVATIONS

RIVERFRONT

2 West Elevation



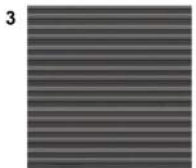
1 South Elevation



BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD



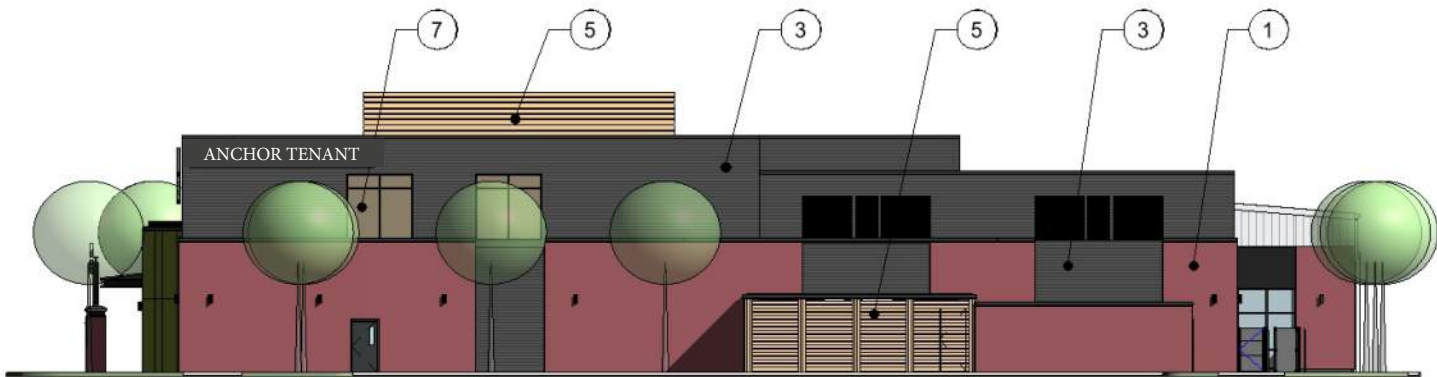
OPERABLE DOORS



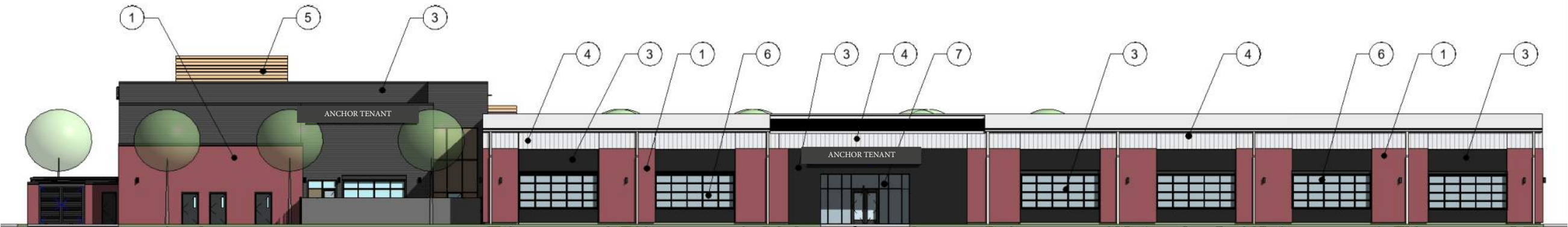
ALUMINIUM STOREFRONT

ELEVATIONS

RIVERFRONT



4 East Elevation



3 North Elevation



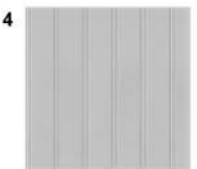
BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD



OPERABLE DOORS



ALUMINIUM STOREFRONT



Project title: Award RFQ 2023-117 and Authorize Mayor to sign a Professional Services Agreement with Environmental Sciences Associates

Council Bill #

Agenda dates requested:

November 8, 2023

Briefing

Proposed action

Consent

Action ☒ X

Ordinance

Public hearing

Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

Yes ☒ X No

Attachments:

Professional Services Agreement

Department(s) involved:

Administration; Economic Development; Procurement

Contact person:

Dan Eernisse

Phone number:

425-257-8681

Email:

deernisse@everettwa.gov

Initialed by:

DE

Department head

Administration

Council President

Consideration: Professional Services Agreement

Project: Everett Stadium Project

Partner/Supplier: Environmental Science Associates

Location: City of Everett

Preceding action: Joint Resolution of Support for a new Everett outdoor multipurpose stadium: [9/28/22](#)

Fund: Fund 145

Fiscal summary statement:

In 2022, the State of Washington awarded eleven cities funds to upgrade community stadiums and fields. The Everett stadium project received the largest grant of \$7.4 million to pay for infrastructure costs associated with providing a facility for the AquaSox that meets Major League Baseball's new standards. Until state funds are made available to offset this expense, Environmental Science Associates (ESA) will be paid through Fund 145. If Council awards RFQ 2023-117 as recommended, a corresponding budget amendment to Fund 145 will be proposed at an upcoming Council meeting. Once state funds are available, a budget amendment will also be made to reflect this revenue.

Project summary statement:

As the community is aware, Major League Baseball (MLB) has imposed new stadium requirements on all Minor League Baseball (MiLB) teams. Funko Field, where the AquaSox currently play, needs major renovation or rebuilding to meet MLB requirements. If in the next few years, a MiLB team does not make significant progress to play in a stadium that complies, MLB will either move the team to another city or take away its franchise.

One of the longest lead time items on providing a stadium compliant with the new rules—wherever that stadium might be located in Everett – is compliance with the state environmental policy act (SEPA). SEPA requires that an Environmental Impact Statement (EIS) be prepared on projects like this, including the evaluation of alternatives. This is anticipated to take about a year.

This work is ordinarily competed by an outside consultant. The City issued a Request for Qualifications 2023-117 on August 14, 2023, with responses due September 6, 2023. Finalists were interviewed, and the highest evaluated is Environmental Sciences Associates (ESA).

Recommendation (exact action requested of Council):

Award RFQ 2023-117 and Authorize the Mayor to Sign the Professional Services Agreement with Environmental Sciences Associates in the amount of \$807,421, in substantially the form provided.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as Service Provider in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS	
Service Provider	Environmental Science Associates
	2801 Alaskan Way, Suite 200 Seattle, WA 98121
	pxander@esassoc.com
City Project Manager	Julie DeDonato
	City of Everett -- SOJ 1109 First Avenue, Suite 330 Seattle, WA 98101
	julied@sojsea.com
Brief Summary of Scope of Work	SEPA consultant for stadium project
Completion Date	November 15, 2024
Maximum Compensation Amount	\$807,421

BASIC PROVISIONS	
Service Provider Insurance Contact Information	RLI Insurance Company
	Ali Smith
	619-788-5795 (50206)
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

**CITY OF EVERETT
WASHINGTON**

ENVIRONMENTAL SCIENCE ASSOCIATES

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Stacy Bumback

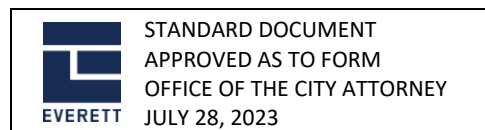
Signer's Email Address: sbumback@esassoc.com

Title of Signer: NW Regional Manager

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.21)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. 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, belong to the City. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work. Any item in a budget or cost estimate labelled “contingency” is for services necessary in furtherance of the Work as specifically pre-authorized in writing by the City Project Manager. No payment from a “continency” line item will be made by the City without such authorization from the City Project Manager.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the

expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.

- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
- E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

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

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

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") 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 email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, 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 email. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** To the extent of Service Provider's negligence, breach of this Agreement, or violation of law, or willful misconduct, and except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.
11. **Insurance.**
 - A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide

Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements.
- F. If the policy listed 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.
- G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** 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.

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “Act”). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City’s public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider’s work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider. Amendments to this Agreement that change the Total Compensation Amount or the Completion Date or make substantial changes to the Work must be approved by the City Council and signed by the Mayor. Other amendments may be signed by Mayor.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
- A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.071423.21)**

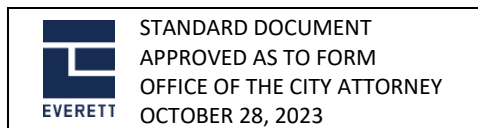


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Project Description

The City of Everett has selected ESA to assist with the City of Everett Baseball Stadium/Amphitheatre/Park Project (the Project). The Project involves the development and operation of a new outdoor multi-purpose facility that would include a new High-A Minor League baseball stadium that provides 2,800-3,200 fixed seats for baseball fans and that converts to an "amphitheater" to seat up to 5,000 persons, and development of an urban park. The City has identified two different locations in north Everett where the Project could be developed.

This scope of work describes the tasks and activities that ESA will undertake necessary to complete the State Environmental Policy Act (SEPA) environmental review process for the Project, and the assumptions and deliverables associated with each. The work will be conducted according to the terms of ESA's contract with the City of Everett that is executed. This scope of work also provides general assumptions, a draft budget, and a draft schedule for the overall work proposed.

General Assumptions

- The City of Everett Planning Department is the lead agency for SEPA and has full editorial discretion over the content of the Environmental Impact Statement (EIS).
- The ESA Team will prepare the EIS in conformance with SEPA requirements in City of Everett Code.
- Shields Obletz Johnsen (SOJ) will represent the City through the SEPA process.
- The Draft EIS (DEIS) will evaluate up to two (2) build or Action Alternatives, which will be developed to a conceptual level, approximately 10% design level and a No Action Alternative.
- The EIS will be a "limited scope" EIS with four elements of the environment (transportation, light & glare, noise, and cultural historical analyzed for the Alternatives. It is assumed that the City agrees to built-in mitigation as part of the project description for any potential significant impacts in all other disciplines, so they are reduced to a below significant level. If the scope is changed at the City's request following the scoping process, ESA will review and identify whether there are any necessary associated budget or schedule changes.
- The SOJ/City Team will provide detailed descriptions and graphical depictions of their proposal including operational characteristics (e.g., event size and frequencies, hours of

operation), physical design characteristics (e.g., loading/service delivery, lighting and signage, outdoor sound amplification), employment, and sustainability features.

- The No Action Alternative will describe the conditions at Funko Field with no AquaSox Baseball Team but with other baseball activities continuing.
- The City and SOJ will provide ESA with all previously prepared materials related to planning for the Project.
- Unless otherwise stated, all deliverables will be provided in electronic PDF format to the City's designated project manager (or designated, secured file-sharing location) who will be responsible for appropriate distribution.
- ESA has assumed one) version of internal review of the DEIS, and the FEIS followed by production of the final version, and one (1) round of internal review of other deliverables.
- The City will provide timely reviews of internal deliverables, in accordance with agreed-upon review schedules and stipulations. The City will consolidate comments from various individuals, departments, and parties involved in the internal review process and resolve any conflicting comments prior to asking ESA to address them.
- The estimated duration from Notice to Proceed to publication of the Final EIS (FEIS) is approximately 12 months. This timeframe may be adjusted as a detailed schedule is developed by ESA and approved by the City.
- The schedule is dependent on timely delivery of project information by the applicant, timely review of ESA Team materials by the applicant and the City, and other factors outside the control of the ESA Team.

Contract

This document constitutes the scope of work for the contract for preparing the EIS. The scope encompasses EIS scoping through preparation of the DEIS, consolidation of and responses to comments on the DEIS, through the completion of the FEIS.

Contract Change Management

Events outside the control of the ESA Team have the potential to change the established scope of work. ESA's project manager will monitor the contract scope, schedule, budget, and completion status. ESA will communicate promptly if changes in scope, budget, or schedule are anticipated or requested by the City. If a change in scope is necessary, the ESA Team and the City Team would jointly agree on strategies to address changes to the scope, budget, or schedule. ESA would prepare and submit a change request specifying the agreed-to changes to the scope, budget, and/or schedule to the City for amendment, as required in the contract agreement.

Tasks

Task 1 Project Management and Meetings

Task Objective:

This task's objective is to provide the overall management and coordination of all work under this scope, delivered pursuant to the confirmed project schedule and budget.

Subtask 1.1 Project Management Tasks

ESA's Project Management Team, Crescentia Brown (Project Director), Pamela Xander (Project Manager), and Emily Heim (Deputy Project Manager), will oversee all consultant team activities and coordinate with City staff to the extent necessary to implement the overall scope of work and meet the City's goals, which include certification of an environmental document in 2024. ESA's Principal-in-Charge (Brian Boxer) will provide strategic guidance.

Subconsultants on the ESA Team include Fehr and Peers (F&P) for transportation and Stantec for Light and Glare. In this scope of work, the "ESA Team" refers to ESA and its subconsultants. ESA can bring on additional subconsultants if there is a need as the project progresses. However, we believe our current group can provide additional services if needed including geotechnical services, increased public involvement, and architectural design services. The current scope of work assumes the following roles:

- Project Proponent – City of Everett
- Project Applicant – City of Everett
- City Representative – SOJ
- SEPA Lead Agency – City of Everett Planning Department
- SEPA Responsible Official – Yorik Stevens-Wajda

In this scope of work, the "City Team" refers to SOJ and any City personnel.

In light of the desired accelerated project schedule, this subtask assumes a high level of involvement by the ESA Team and the City Team to address project management issues in an expedited manner, including maintenance of the project schedule, regular ongoing coordination, internal coordination of the technical members of the ESA Team, guidance from the technical team, preparation of public presentations, review and revision based on City comments, Quality Assurance & Quality Control (QA/QC), and other related tasks.

ESA will prepare and submit monthly invoices and progress reports, which will include subcontractor progress reports and invoices. The progress report will include a summary of work conducted and a status report on the overall progress.

**Deliverables:**

- Ongoing project quality assurance, schedule and budget management, and project communications.
- Monthly invoices and progress reports.

Assumptions:

- Length of contract is 12 months or less.
- ESA will begin this task within 2 weeks of notice to proceed.

Subtask 1.2 Project Coordination Meetings

This subtask includes regular virtual project coordination meetings/conference calls between the ESA Team and the City Team. It is anticipated that these meetings will be attended by ESA's Project Manager, and as needed, by the ESA Project Director and/or Deputy Project Manager to track project progress and address issues as they arise. ESA's Principal-in-Charge will be available to the City on an as-needed basis.

- Bi-weekly Project Meetings with City Team - ESA's project manager (and up to 1 other ESA Team staff) will attend 30-minute bi-weekly meetings with the City's SEPA Project Manager and City Team (including City legal counsel) as needed to coordinate on information sharing and project status. For budgeting purposes, the total number of 30-minute bi-weekly meetings over the 12-month period is assumed to be 24, although the frequency, ESA Team staff, and duration of the meetings will vary depending on the work phase or specific need. It is assumed that these bi-weekly meetings will be held on Teams/Zoom. If the City Team prefers some in-person meetings, the ESA Team can accommodate that in accordance with adjustments in the available budget.
- Internal ESA Team Project Meetings – Periodically, the ESA Team will need to meet internally to ensure that all staff are on schedule and are consistently informed of any changes relevant to their required analysis or documentation. The scope and budget allows for up to two (2) 30-minute Team/Zoom meetings per month for 12 months, although the frequency and duration of these meetings will vary depending on the work phase.

Deliverables:

- Summaries documenting decisions and key actions only if required for the SEPA Administrative record.

Assumptions:

- Bi-weekly meetings with the City Team meetings will be held depending on need and are assumed to be virtual.

Subtask 1.2.1 Kick-off Meeting

The ESA Team will host a virtual project kick-off meeting for no more than two-hours with the City Team to review overarching project objectives, organization, communication protocols, document retention and distribution protocol, project schedule, as well as determine available information from the City Team. This is important to make sure that all team members are able to receive the same information and ask questions before they begin their work.

Deliverables:

- Project Kick-off meeting agenda
- Designate Data sharing protocol
- Near-term tasks and information needs schedule.
- Project Description confirmation
- Alternatives confirmation
- Running list of follow-up items

Assumptions:

- Up to 6 selected ESA Team members will attend the kick-off meeting.
- City Team will select their attendees to attend the meeting.
- The meeting will be held on Teams/Zoom and last no longer than 2 hours.

Subtask 1.3 Technical Meetings and Site Visit

The ESA Team will require internal technical meetings between subject matter experts where their analyses overlap. The scope and budget allow for up to two (2) 30-minute Team/Zoom meetings per month for 12 months, although the frequency and duration of these meetings will vary depending on the work phase.

Subject matter experts will need to make a site visit to gather data and other information relevant to their documentation for the EIS. It is assumed that the site visits would last no more than 4-6 hours. The majority of the ESA Team will be able to drive from the general Seattle vicinity to Everett directly.

Deliverables:

- Updates to the Subtask 1.2.1 Running list of follow-up items, if needed.

Assumptions:

- The technical meetings will be held on Teams/Zoom and last no longer than 30-minutes
- The site visits will last no more than 4-6 hours depending on the subject matter expert.

Task 2 Scoping

Task Objective:

The objective of this task is to complete all of the required EIS scoping work as per SEPA Rules in Washington Administrative Code (WAC) 197-11-408 as stated below:

Scoping.

(1) The lead agency shall narrow the scope of every EIS to the probable significant adverse impacts and reasonable alternatives, including mitigation measures. For example, if there are only two or three significant impacts or alternatives, the EIS shall be focused on those.

(2) To ensure that every EIS is concise and addresses the significant environmental issues, the lead agency shall:

(a) Invite agency, affected tribes, and public comment on the DS (WAC [197-11-360](#)).

(i) If the agency requires written comments, agencies, affected tribes and the public shall be allowed twenty-one days from the date of issuance of the DS in which to comment, unless expanded scoping is used.

(iii) The date of issuance for a DS is the date it is sent to the department of ecology and other agencies with jurisdiction, and is publicly available.

(b) Identify reasonable alternatives and probable significant adverse environmental impacts.

(c) Eliminate from detailed study those impacts that are not significant.

(d) Work with other agencies to identify and integrate environmental studies required for other government approvals with the EIS, where feasible.

(3) Agencies, affected tribes, and the public should comment promptly and as specifically as permitted by the details available on the proposal.

(4) Meetings or scoping documents, including notices that the scope has been revised, may be used but are not required. The lead agency shall integrate the scoping process with its existing planning and decision-making process in order to avoid duplication and delay.

(5) The lead agency shall revise the scope of an EIS if substantial changes are made later in the proposal, or if significant new circumstances or information arise that bear on the proposal and its significant impacts.

(6) DEISs shall be prepared according to the scope decided upon by the lead agency in its scoping process.

(7) EIS preparation may begin during scoping.

Subtask 2.1 Project Description Development

Establishing the project description at the beginning of the project is crucial to being able to begin the EIS process and issue the appropriate SEPA threshold determination. The project description should be developed in enough detail that the public is able to reasonably consider the proposal, raise questions, and become educated about the goals and objectives of the Project.

A project description is also needed for subject matter experts to begin their analyses of the Alternatives. Even if not all of the project design and specifications are complete, the ESA Team will work with the City Team to produce the appropriate ranges and estimates for information that is still forthcoming.



It is important to understand that once the analysis by the subject matter experts has begun, there should be no substantive revisions to the project description or there is a risk that the technical reports will need to begin again which will impact scope, budget, and schedule.

Deliverables:

- Draft Project Description
- Final Project Description

Assumptions:

- One (1) round of City Team review.
- City consolidates all City comments prior to submitting to ESA.
- The project description will be finalized within three (3) weeks of Notice to Proceed by the City with input from the ESA and will not change after the initial confirmation.

Subtask 2.2 Project Alternative Development

The EIS must evaluate reasonable alternatives that could feasibly attain the proposal's objective and are within a jurisdictional agency's authority to control. The City has requested that two (2) Action Alternatives and a No Action Alternative be presented to the public in the Scoping Notice. The City requested the following Alternatives:

- No Action Alternative
- Action Alternatives:
 - Alternative 1: Funko Field
 - Alternative 2: Smith & Wall

After Scoping is complete, ESA will consult with the City Team to determine if the Alternatives need to be revised or refined.

Deliverables:

- Draft Description of Alternatives
- Final Description of Alternatives

Assumptions:

- The EIS should include a discussion of the "affected environment" for each of the alternatives (WAC 197-11-440 (6) and WAC 197-11-430 (2)(e)). The elements of the built and natural environment to be discussed are listed in WAC 197-11-444.
- There will be no more than two (2) Action Alternatives and a No Action Alternative.
- Alternatives to be evaluated in the DEIS will be refined based on scoping comments.
- One (1) round of City Team review.
- City consolidates all City staff comments prior to submitting to ESA.
- The Alternatives will be finalized within three (3) weeks of Notice to Proceed by the City with input from the ESA.

- The scope, budget, and/or schedule will be revised accordingly to match the final Alternatives as per City Team instructions.

Subtask 2.3 Issuance of Determination of Significance (DS) and Notice of Scoping

Upon completion of the project description and initial description of the Alternatives, the City SEPA Responsible Official may issue a SEPA threshold determination. It is assumed that the threshold determination will be a Determination of Significance as per WAC 197-11-736 as stated below:

Determination of significance (DS).

"Determination of significance" (DS) means the written decision by the responsible official of the lead agency that a proposal is likely to have a significant adverse environmental impact, and therefore an EIS is required (WAC [197-11-310](#) and [197-11-360](#)). The DS form is in WAC [197-11-980](#) and must be used substantially in that form.

The ESA Team will provide a draft DS and Notice of Scoping form for the City Team to review. The final version for the City to sign and issue and post on the Ecology SEPA Register will be provided after comments from the City have been integrated.

Deliverables:

- Draft DS and Notice of Scoping
- Final DS and Notice of Scoping

Assumptions:

- The SEPA Responsible Official will issue a DS.
- The City Team will post to the Ecology SEPA register and prepare for distribution to appropriate jurisdictional agencies as described in the Public Outreach and Engagement process.
- One (1) round of City Team review.
- The City will consolidate all City staff comments prior to submitting to ESA.

Subtask 2.4 Scoping Comment Management

The City Team will collect all scoping comments and provide those comments to the ESA Team to produce the Scoping Summary Report.

Assumptions:

- The City will compile Scoping comments received via email and hard copy (received at the public meeting and mail).
- All hard copy comments will be scanned (readable) and sent to ESA electronically.
- No more than 50 comments from individuals or agencies will be received during Scoping. Additional comments may require a change to the scope and budget.

Subtask 2.5 Scoping Summary Report

Following completion of the Scoping process and receipt of all scoping comments from the City, the ESA Team will develop a Scoping Summary report for the City Team to review. The Scoping Summary report will identify major themes and describe how those identified issues will be addressed in the DEIS. The Scoping Summary report will also identify comments that are outside the scope of DEIS. This is an important part of the overall SEPA Administrative Record and will be attached as an appendix to the DEIS. The City may also choose to post it to their project website as a transparent way for the public to see that their comments were received and considered.

Deliverables:

- Draft Scoping Summary Report (electronic format only)
- Final Scoping Summary Report (electronic format only)

Assumptions:

- One (1) round of City Team review
- The City will consolidate City comments prior to submitting to ESA.

Task 3 Public Outreach and Engagement

Task Objective:

Public outreach and engagement on the EIS will be led by the City with support from the ESA Team. ESA will support the City Team by providing draft written content for outreach materials, reviewing outreach materials, as well as facilitation and attendance at one virtual public meeting for the scoping comment period and one virtual meeting for the DEIS comment period. ESA will provide materials outlined below for use in materials, public meetings, and the EIS, as requested by the City Team.

Subtask 3.1 Public Outreach Materials

ESA will develop draft and final written outreach content for materials for public noticing consistent with the Everett Municipal Code, including posting notice, mailer/postcard to SEPA mailing list, website content, notice for official City newspaper, and PowerPoint presentation (1 draft, 1 final). The ESA Team will be responsible for producing the following materials for one virtual scoping meeting and one virtual DEIS meetings:

- Posting notice (signage)- Per EMC Section 15.02.110, a site-specific proposal requires posting notice in two places on or near the subject property. The ESA Team will prepare content that follows specification in 15.02.110(A)(3). The City will order and pay for the appropriate size and number of signs and post them at the appropriate site locations.
- Mailer/postcard for City to distribute to their SEPA mailing list – high-level overview of the proposal, scoping/DEIS meeting details, and how to comment. City Website page content - high-level overview of the proposal, SEPA process, schedule, scoping/DEIS meeting

details, and how to comment. The ESA Team will provide input to the City website for the following milestones, in addition to up to six (6) other updates as necessary:

1. DS and Scoping Notice (start of 21-day comment period)
2. Scoping Completion
3. Scoping Summary Report
4. DEIS Issuance and Notice of Availability (start of 30-day comment period)
5. DEIS Comment Period Completion
6. FEIS Issuance

Deliverables:

- Draft Public Outreach Materials
- Final Public Outreach Materials

Assumptions:

- One (1) round of City Team review.
- City consolidates all City comments prior to submitting to ESA.
- ESA team will provide written content for outreach materials and for graphically laying out materials and providing/creating any needed images and graphics up to the number of hours in the budget. The City may need to provide additional support if the budget is met.

Subtask 3.2 Scoping Meeting and DEIS Meeting

The ESA Team will support the City-led public outreach for the two (2) public comment periods: Scoping and DEIS. For each public comment period there will be one (1) virtual public meeting that will be held on a virtual meeting platform, such as Zoom. ESA will provide up to two (2) staff to facilitate and attend both the virtual Scoping and DEIS meetings.

Note that if the City decides to have a court reporter present at the meeting to provide a transcript for the public record, the ESA Team can assist in providing firms that can provide that service and the City can pay directly. A court reporter may alternatively transcribe from public meeting recordings provided by the City.

Deliverables:

- One (1) Virtual Scoping Meeting
- One (1) Virtual DEIS Comment Meeting
- The ESA Team will facilitate and attend one (1) virtual scoping public meeting and one (1) virtual DEIS public meeting. ESA will provide up to four (4) staff to facilitate and attend.
- The City will be responsible for advertising the meetings over and above the SEPA requirements.
- The City will be responsible for collaborating with ESA to schedule mutually agreeable times for the meetings.

Assumptions

- City will set up virtual meeting links for both meetings and handle meeting logistics such as registration page.
- The City will provide the SEPA mailing list and neighborhood leader mailing list (per EMC 15.02.130 B).
- The City will distribute outreach materials, including printing and delivery of mailings, uploading content to website, printing and posting on-site notices, coordinating, and submitting notice in official City newspaper and Ecology SEPA Register.
- ESA staff will facilitate and attend the virtual Scoping meeting and DEIS meeting. The City Team will attend and provide technical support for both meetings.
- ESA will set up the virtual public meeting link and provide up to one (1) practice session with the City prior to each meeting.
- The City will provide project description, graphics, and related materials that will be used to describe the Project for outreach materials and during public meetings.
- PowerPoint presentation – the City Team will lead the preparation of an 8-12 minute PPT describing the proposal, SEPA process, alternatives, schedule, and how to comment. The ESA Team will provide PPT support and support one practice session with the City Team prior to each virtual meeting.
- The City will issue the Determination of Significance and Notice of for Scoping for the Scoping process to begin, and the City will issue the Notice of Availability and Requests for Comments for the DEIS, with input from ESA.
- Scoping comment period will be twenty-one (21) days and the DEIS comment period will be thirty (30) days.
- City staff will take notes at the virtual scoping and DEIS public meetings and provide meeting summaries to the ESA Team if a court reporter is not contracted. These notes will be used in the scoping summary and in the response to comments chapter in the FEIS.
- The virtual meetings may be recorded and made part of the public record and provided on the City website project page if requested.
- All materials created for scoping are expected to be updated for the DEIS phase.
- Assumes one (1) round of City review for materials during each phase.
- All comments will be consolidated by the City prior to submittal to ESA.

Task 4 Draft Environmental Impact Statement (Draft EIS)

Task Objective:

The ESA Team, including subject matter experts, will begin to prepare the DEIS that will be issued to the public for review and comment as soon as possible in the process – even while the Scoping process is still in progress.

Subtask 4.1 Style Sheet

The ESA Team will prepare a simple style sheet of guidelines to facilitate consistent terminology throughout all reports prepared under this contract and to streamline the editorial process. The style sheet will be distributed to the City Team for review and comment. Once agreed upon, the style guidelines will not change substantially during the production of the EIS and will be used by the ESA Team while preparing their documentation.

Deliverables:

- Draft Style sheet (electronic format only)
- Final Style sheet (electronic format only)

Assumptions:

- One (1) round of City Team review.
- City consolidates all City comments prior to submitting to ESA.

Subtask 4.2 Administrative Record

The ESA Team will establish and maintain all necessary documentation and information needed for the SEPA administrative record. This will provide the foundation for SEPA due diligence and meeting legal requirements.

Subtask 4.3 Data Collection

The ESA Team will prepare a list of data that the subject matter experts will require to prepare their documentation. This data list will be shared with the City Team, and a checklist format will be used to determine who is responsible for gathering data, by what date, and in what format. The City will be responsible for collecting the data to give to the ESA Team.

Subtask 4.4 Methodologies and Thresholds of Significance

ESA subject matter experts will each develop their methodologies and thresholds of significance to be used to write their particular Chapter sections on Affected Environment, Impact Analysis, and Mitigation Measures.

The methodology may vary by discipline and may include study area, data sources and evaluation methods, including any computer models to be used. Methodology may also include a literature review, desktop research, site visits, data collection, and other reasonable and objective measures. It is assumed that the subject matter experts are professionals in their discipline and able to prepare appropriate methodology. The City SEPA Responsible Official will provide one round of review of the materials.

ESA subject matter experts will each develop their thresholds of significance to use in their impact analysis for their particular chapter of the EIS. These thresholds will allow them to make conclusive statements of potential significant adverse impacts to the environment. The significant thresholds

will be based on best available information and provide for objectivity. They will also be able to provide for potential mitigation measures that may reduce those impacts to below significant levels. It is assumed that the subject matter experts are professionals in their discipline and able to prepare appropriate thresholds. The City SEPA Responsible Official will provide one round of review of the materials.

Subtask 4.5 Cumulative Impacts Project List

ESA will develop a preliminary cumulative project list in consultation with the City. The list will be compiled following Task 3 Scoping and updated as needed prior to completion of the preliminary Final EIS. The City Team will confirm the list is complete.

Deliverables:

- Draft Cumulative Impacts Project List
- Final Cumulative Impacts Project List

Assumptions:

- The City will provide input regarding anticipated projects.
- One (1) round of City Team review
- City will consolidate City comments prior to submitting to ESA.

Subtask 4.6 Description of Alternatives for DEIS

Following the Scoping comment period, the City will confirm and finalize the Alternatives to be analyzed by the subject matter experts in the Draft EIS. The City initially requested that two (2) Action Alternatives and a No Action Alternative be presented to the public in the Scoping Notice. In addition, the description of the No Action Alternative will need to be confirmed. The ESA Team will work with the City Team to determine the final selection and description of Alternatives for the DEIS.

The SEPA EIS will present an equal level of analysis for each Alternative since the City considers each of the Alternatives to be equally eligible for development of the Project. The City does not intend to select a Preferred Alternative in the FEIS.

Chapter 1 of the DEIS will introduce the Project and the City's objectives for the Project. The Project objectives currently include the construction of a baseball stadium that can also serve as an amphitheater venue for other entertainment, and development of an urban park. Chapter 2 of the DEIS will provide the Description of the Alternatives. Chapters 1 and 2 of the DEIS will provide the following information:

- Project Objectives
- Description of a No Action Alternative
- Description of Action Alternatives
 - Alternative 1: Funko Field

- Alternative 2: Smith & Wall

Deliverables:

- Draft Description of Alternatives
- Final Description of Alternatives

Assumptions:

- There will be no more than two (2) Action Alternatives and one (1) No Action Alternative.
- One (1) round of City Team review.
- City consolidates all City comments prior to submitting to ESA.
- The Alternatives will be finalized within two (2) weeks of completion of the Scoping Comment period.
- The scope, budget, and/or schedule will be revised accordingly to match the final Alternatives as per City Team instructions.

Subtask 4.7 Notice of Availability of DEIS

Upon completion of the Draft EIS, the City SEPA Responsible official will issue the Notice of Availability of the DEIS as per WAC 197-11-455 and WAC 197-11-510. The ESA Team will provide the draft Notice of Availability of DEIS for the City Team to review. The final version will be provided to the City for signature for the City to issue and post on the Ecology SEPA Register will be provided after comments from the City have been integrated.

Deliverables:

- Draft Notice of Availability of DEIS
- Final Notice of Availability of DEIS

Assumptions:

- The City Team will post to the Ecology SEPA register and prepare for distribution to appropriate jurisdictional agencies as described in the Public Outreach and Engagement process.
- One (1) round of City Team review.
- The City will consolidate all City comments prior to submitting to ESA.

Subtask 4.8 Technical Analyses

The ESA Team will start preparing the affected environment sections prior to completion of Scoping, although Scoping could modify the range of alternatives and the scope of the analysis to be provided. Additional publicly available information will be used to characterize the potentially affected area. It is understood that the DEIS analysis may need to change slightly based upon information received during Scoping and potential updated design information.

Impacts from construction and operation of the Alternatives will be fully analyzed for up to four elements of the environment. It is assumed that the City Team will make a reasoned judgment on whether the impacts of the Alternative on each element of the environment may have a potential

significant adverse impact and whether they should be included in the analysis. This does not refer to a detailed analysis, but rather would be similar to what one would complete for an environmental checklist for the project. The purpose is to memorialize why some elements of the environment need not be discussed in the EIS (because they are determined to have a potential significant adverse environmental impact that cannot be mitigated) (WAC 197-11-440 (6)(a)). There are currently four elements that have been preliminarily selected to focus on: Transportation, Noise, Light & Glare, and Cultural Resources. The technical analysis will be incorporated into a Preliminary Draft of the DEIS. This Preliminary DEIS (PDEIS) will include one (1) review cycle (PDEIS_v1 and a final version).

The DEIS will include the following environmental elements:

4.8.1 Transportation / Traffic

F&P, as a subconsultant to ESA, will complete the transportation analysis needed to inform the Transportation chapter of the DEIS. The following section details the tasks for transportation analysis and documentation.

Study Locations & Scenarios

F&P will analyze the effects of up to three (3) alternatives (No Action and two Action Alternatives) on the transportation system. Based on the location of each of the alternatives, F&P will coordinate with City staff to determine the appropriate study area boundaries and intersections. It is assumed that up to 15 intersections will be analyzed under each of the alternatives and that the same 15 intersections will be analyzed for the No Action and Action Alternative located at Funko Field.

F&P will use schedule data for events at the existing Funko Field and venues that host concerts similar to those expected to utilize the planned stadium, to determine the appropriate time period for analysis. It is expected that the transportation analysis will be completed for the time period during which event traffic would overlap with peak travel times on the surrounding roadway network (i.e., weekday pre-event peak hour).

F&P will prepare a memo documenting recommendations for study locations and scenarios for review by the City prior to beginning data collection and additional analysis.

Existing Transportation Conditions

F&P will analyze the roadway (including general purpose traffic and freight effects), transit, bicycle, and pedestrian networks, and transportation safety. A detailed evaluation of parking supply will also be performed for the area surrounding each of the proposed locations. These analyses will reference (and use data if applicable) information documented in the City's existing Transportation Element and data being compiled for the City's ongoing Transportation Element update.

As necessary, traffic volume counts will be collected at study intersections in January or February 2024. It is assumed that, when possible, recently collected traffic counts (counts collected in 2022 or 2023) will be utilized.

As part of Existing Conditions, F&P will analyze the following:

- **Intersection Operations:** F&P will evaluate intersection delay and level of service (LOS) at all study intersections during the time period identified for analysis. The analysis will be completed using Highway Capacity Manual (HCM) 6th Edition methodologies and the Synchro software package to complete the analysis.
- **Transit Operations:** F&P will perform analyses and prepare exhibits that document the following for transit service in the area, utilizing data available from Community Transit, Everett Transit, and Sound Transit:
 - Routes including stops/stations/terminals
 - Hours and days of operation
 - Headways
 - Walk distance from nearest stop to alternative location
- **Bicycle Facilities:** F&P will prepare an exhibit that illustrates existing bicycle facilities in the study area, including on-street bicycle lanes and off-street paths. As part of intersection traffic counts, bicyclist activity will also be collected and documented.
- **Pedestrian Facilities:** F&P will prepare an exhibit that illustrates existing sidewalks and crosswalks in the project vicinity. As part of intersection traffic counts, pedestrian activity will also be collected and will be documented.
- **Other Travel Modes:** F&P will describe other prevailing travel modes in the study area including the presence of Transportation Network Companies (TNCs), taxis, car sharing services, bikeshare, etc.
- **Goods/Freight Movement:** F&P will document existing heavy vehicle percentages along major roadways within the study area based on data provided by Everett and/or traffic counts. An exhibit will be prepared to display existing truck routes based on the City's Transportation Element.
- **Transportation Safety** F&P will identify high frequency collision intersections focusing on collisions that resulted in fatal or serious injuries. The analysis will be conducted using collision data from the last three (3) years, which F&P will request from the Washington State Department of Transportation (WSDOT).
- **Existing Parking Supply:** F&P will prepare exhibits that document the existing on-street and off-street parking supply in the area surrounding each of the potential sites. It is expected that this will rely on data available from the City regarding the location of on-street and off-street parking.
- **Existing Conditions Memorandum:** F&P will prepare a Technical Memorandum documenting existing transportation conditions which will be provided to the City for one (1) round of review

and comments. F&P will make one (1) round of updates and incorporate City comments for inclusion in the transportation chapter of the DEIS.

Identify Planned Transportation Improvements

F&P will compile a list of planned transportation improvements within the study area, including ST3 light rail expansion and other projects that could influence travel in the study area. F&P will prepare a table and map of planned transportation improvements showing funding commitments and timing. This information will be used in the following task.

Prepare Background Travel Demand Forecasts

F&P will prepare traffic forecasts that represent 2044 conditions for all study locations. To develop these forecasts, F&P will utilize PSRC's Soundcast travel demand model. Updates to the model will include planned infrastructure improvements expected to be in place by 2044 and land use updates to reflect the City's preferred land use alternative for the ongoing Comprehensive Plan update.

Transportation Demands

Under this task, F&P will develop estimates for trip generation, proposed trip distribution and trip assignment for each of the alternatives.

Trip Generation

F&P will collect and evaluate the following data, if available, to assist in determine the mode split for the proposed stadium:

- Review of any available studies of attendee travel behavior characteristics at sporting events and concerts at similar sized venues in the Puget Sound region
- Review of empirical mode split data from comparable Minor League stadiums as available
- Any proposed project activities to accommodate attendees (e.g., shuttles) will be considered in this evaluation
- Supply-side review of available parking supply to identify maximum attendee usage for these modes

The project's pre-event and post-event peak hour trip generation will be calculated in terms of both person trips and vehicle trips. It will be estimated based on the following data sources:

1. Vehicle trip arrival and departure percentages (by hour) and average vehicle occupancy (AVO) from other entertainment venues in the Puget Sound region (or from comparable facilities in other regions).
2. Number of event attendees and employees.

Trip Distribution

F&P will purchase Big Data for a time period corresponding to a recent AquaSox home game, specifically trip origins and destinations for attendees based on anonymous attendee cell phone and GPS data to determine the anticipated distribution of vehicle trips generated by the proposed project.

It is not anticipated that trip distribution will differ for the two Action Alternatives; however, if it is determined that one of the action alternative locations would provide better access to reliable transit service, adjustments to vehicle trip generation may be considered.

Trip Assignment

It is expected that a separate trip assignment will need to be developed for each of the two Action Alternatives. Route choice can be particularly challenging to accurately estimate because it can depend on the presence of changeable message signs, mobile app wayfinding guidance, parking location, and overall familiarity with the area.

F&P's preferred method for tracking and assigning vehicle trips through the roadway network is to use the Soundcast travel demand model. For inbound trips, trip origins would be based on cell phone data, which would be translated into specific traffic analysis zones (TAZs). The destination of those trips would be specific parking garages/lots, on-street parking areas, and passenger loading zones. Outbound trips would be modeled in a similar manner. It may be necessary to adjust the model's assignment parameters to more accurately reflect the relative travel time of one route versus another, street closures, and the effects of wayfinding mobile apps.

These findings will be documented in a technical memorandum for review and approval by the City prior to additional analysis using this information.

Multi-Modal Impact Analysis & Mitigation

F&P will complete a multimodal analysis for the No Action and up to two Action Alternatives. This analysis will include:

- Intersection LOS analysis for the selected time period.
- Evaluation of the transit system's ability to accommodate project transit riders, access to transit, and any adverse effects on transit system operations, such as on-time performance and travel time reliability.
- Evaluation of the bicycle network from the perspective of adequate facilities, comfort for riders, and adverse effects of the proposed project on existing or planned bicycle facilities.
- Evaluation of the pedestrian network for gaps in sidewalk connectivity, increased conflicts between pedestrians and other modes of travel, and adverse effects of the proposed project on existing or planned pedestrian facilities.
- Evaluation of goods/freight movement for potential impacts to existing and planned goods/freight movement facilities, including truck routes.



- Evaluation of the project's impact on parking supply and demand in the area surrounding each potential site.

F&P will review site access and circulation for each project alternative in the immediate project vicinity including parking garage ingress/egress, drop-off/pick-up areas for TNCs, paratransit, and taxis, bus loading, premium parking entry/exits, wayfinding, and truck loading/staging.

F&P will evaluate construction activities for each project alternative. The level of analysis will depend on the degree of specificity to be provided regarding construction activities (duration of construction, hours of operations, number/routing of trucks, number of employees, parking for employees, staging of equipment, street/sidewalk closures, etc.).

F&P will work with the City and ESA to develop significance thresholds for significant impacts for each technical topic area described above. Mitigation measures will be recommended for significant impacts. In addition, any secondary or cumulative impacts will also be identified, and any significant unavoidable adverse impacts will be identified.

DEIS

F&P will prepare the transportation section of the DEIS. The section will describe and analyze the affected environment, alternatives under consideration, comparative impacts by alternative, potential mitigation measures, and significant unavoidable adverse impacts for Transportation. It will include a technical appendix that contains all analyses, interim memos, and other data relied upon in the analysis. It is anticipated that up to three (3) versions of the transportation section will be submitted based on comments provided by the project team after each submittal.

FEIS Comment Responses and Chapter Revisions

This task includes time for F&P staff to review DEIS comment letters and draft responses to transportation-related comments. Potential topic areas likely to be addressed may include roadway system analysis, parking, safety, transit capacity, neighborhood traffic intrusion, bicycle/pedestrian facilities, curb space usage, mitigation measures, etc. F&P will coordinate with ESA regarding specific approaches for preparing written responses including the use of common responses and consistency of wording of responses. This task also includes other required text edits to the FEIS Transportation chapter that may arise from comments or FEIS analysis.

F & P will conduct the detailed transportation analyses and use this information to write the transportation sections of the draft and Final EIS, in accordance with the Scope of Work approved by the City Team. The evaluations will be summarized in the DEIS, with the full evaluation included in a technical appendix.

4.8.2 Noise

ESA expects noise to be a community concern for the park, amphitheater, and stadium project. ESA will provide an analysis of the No Action and the two Action Alternative sites. The noise study will include assessment of impacts caused by construction and operation of the project. ESA expects the noise study to include assessment of the following sources:

- Traffic noise associated with visitors to the facility as well as employees and delivery vehicles.
- Direct operational noise associated with events at the facility, including minor league baseball games, other sporting events, amplified music concerts, and recreational uses of park areas.
- Construction noise, including from clearing and grading, excavation, and building construction. Major sources of construction are anticipated to include pile driving, augering, power generators, and other heavy equipment, as well as construction vehicles such as materials hauling and workers' vehicles.
- Depending on the project location, vibration emissions from construction equipment and activities such as pile driving and vibratory rollers.

ESA will write sections for the Draft and Final EIS that will include:

- A description of the existing noise environment, including site-specific noise measurements to describe the existing noise environment and assess the potential for noise impacts.
- A summary of noise regulations applicable to the project alternatives.
- For each project alternative, an assessment of noise associated with construction and operation. Each assessment will include a review of compliance with applicable regulatory limits and an evaluation of whether noise abatement measures are warranted.
- An assessment of noise and vibration abatement measures for construction, as necessary, to ensure noise and vibration emissions from construction comply with applicable regulatory requirements and would not result in detrimental impacts to nearby communities.
- An assessment of noise abatement measures for operational activities, such as from traffic, public address systems, amplified music concerts, and other activities.

Assumptions:

- ESA will need to take noise measurements at the different sites.

4.8.3 Light and Glare

Stantec will provide a light and glare analysis. Stantec assumes that visual assessment of light and glare issues would be the focus of this section, and view analyses from up to four (4) key viewpoints for each Alternative will be conducted. Site renderings prepared by the City Team would be used as the basis for the analysis.

Stantec will provide the analysis of the No Action and the two Action Alternative sites. They will:

- Conduct a daytime site visit at each site to evaluate.
- Evaluate existing lighting systems surrounding neighborhoods and development, existing topography, and viewsheds will be evaluated.
- Conduct a nighttime analysis of existing illumination systems on site and in surrounding areas.

- Take sample light readings of various onsite and offsite lighting systems.
- Take representative photographs for both daytime and nighttime conditions.
- Evaluate proposed development at each site based on SEPA EIS requirements.
- Review proposed stadium, amphitheater, and other site lighting plans, elements, and representative equipment selection.
- Evaluate proposed photometric analysis and potential graphic representations.
- Evaluate proposed electronic scoreboards and signage. Review existing applicable codes.
- Prepare in-house lighting renderings, consisting of (1) for each site for a total of (2) renders. Lighting renderings will be done as a photoshop effort over the top of photographs.
- Identify nearby uses that would be considered sensitive to spillover light or glare,
- Evaluate elements of the project that could have significant impacts depending on and design
- Characterize in broad terms the ability to minimize or mitigate such impacts and provide a qualitative comparison of the relative impacts of each alternative.

Assumptions:

- (Stantec) (2) site visits per site (one daytime and one nighttime) for three (3) sites, totaling six (6) site visits. These will be performed by (1) staff member.
- (Stantec) Lighting renderings will be done via photoshop overlay. If another program is desired, such as Enscape, that can be discussed as an additional service but would be additional scope and budget.

4.8.4 Cultural and Archeological Resources

ESA cultural resources subject matter experts will complete an initial Cultural Resources Assessment (CRA) Desktop Analysis consisting of a literature review, records search, identification of any previously documented historic and cultural resources within the identified alternative locations and surrounding vicinity. The analysis will include a review of the current Washington State Department of Archaeology and Historic Preservation (DAHP) databases to assess the inventory of known resources in the area, including Traditional Cultural Properties that may have been designated. Studies and surveys that have been completed will be evaluated and incorporated by reference.

Projects that require substantial excavation have the potential for inadvertent discovery of cultural resources. To present the possible impacts from the proposed stadium redevelopment, ESA will review existing literature to evaluate the likelihood of encountering cultural resources during excavation.

In addition, any project in the state that receives state funding is obligated to comply with Governor's Executive Order 21-02. This may require additional analysis or review with the City Team to determine the requirements necessary for this proposal.

ESA's architectural historians will coordinate with the City to form the basis for the EIS sections. Should ESA determine that additional information is needed to satisfy SEPA requirements, it is assumed that this information will be provided by the City's Team. If necessary, the scoping and budget allows for the analysis for a limited mapping of existing historic resources.

Assumptions:

- Assumes state funding will trigger Governor's Executive Order 21-02.
- Assumes a limited mapping of historic resources if they are determined to be in the study area.

4.9 DEIS Front Material/Fact Sheet/References/Appendices

The ESA Team will begin the initial stages of analysis during the Scoping process in order to expedite documentation. This will include the front matter for the document including assembly of the draft cover letter, Fact Sheet, acronyms and abbreviations, table of contents, distribution list, references, appendices, and other available information that can be prepared ahead of time.

Deliverables

- Draft DEIS Front Material
- Final DEIS Front Material

Assumptions:

- One (1) round of review by the City Team.
- The City will consolidate all City comments prior to submittal to ESA.
- The City will be responsible for providing the SEPA distribution list to ESA.
- The City will be responsible for publication and distribution of notices, documentation and the DEIS document.
- There will not be a 508 remediation for ADA required.

4.10 Preliminary DEIS (PDEIS) Version 1

The ESA Team will prepare Version 1 of the DEIS and submit to the City Team for review and comment.

Deliverables

- PDEIS Version 1

Assumptions:

- One (1) round of review by the City Team.
- The City will consolidate all City comments prior to submittal to ESA.
- Assume no more than 2 weeks for City Team review and 2 weeks for ESA responses

4.11 DEIS Final for Issuance

The ESA Team will prepare the final DEIS for distribution. During this team, ESA will provide a half day for a "page turn" for the City Team to review each page of the document prior to issuance. No substantive changes are expected at this point in the process. Substantive changes would require a change to the schedule as well as scope and budget.

Deliverables

- Half-day Page Turn with City Team
- DEIS Final for Issuance

Assumptions:

- Document will be complete and ready for issuance date within 2-weeks from Page Turn date.

Task 5 Final EIS

Task Objective:

ESA will prepare the Final EIS after review of all DEIS comments received through the DEIS meeting, the web-form, and through mailed and emailed comments. The City has determined that no Preferred Alternative will be selected for the FEIS.

Subtask 5.1 Collect and Categorize All DEIS Comments

ESA will receive all comment received on the DEIS from the City received through public hearings, email, mail, and the website. ESA will organize the comments received on the DEIS and will have the lead responsibility for managing the public comments after receipt from the City. All comments received on the DEIS will be coded by comment category. ESA will consolidate and organize all comments received on the DEIS according to topic and number of comments received on a topic.

Assumptions:

- The City Team will receive and compile comments received via email and hard copy (received at the public hearings and mail) and provide to ESA.
- All hard copy comments will be scanned (readable) and sent to ESA electronically.
- For budgeting purposes, approximately 50 comments. If there are substantially more comments, the scope and budget for this Subtask will be reviewed and revised.

Subtask 5.2 Prepare Response to Comments

The Final EIS will include a Chapter for all comments received on the DEIS and responses to each comment. ESA will identify comments that require input or direction from the City Team. The City Team will provide the initial responses to comments. ESA will collaborate with the City on providing advice on responses and contributing when appropriate to create a consistent voice for

responses. The format will either be in a specific response or a "common response" – a comprehensive response prepared to address numerous recurring comments received on the same or similar issues.

Deliverables:

- Draft Response to Comments will appear in the Final EIS document for City review.

Assumptions:

- The City Team will provide the initial responses to all comments.
- The chapter on Response to Comments will be presented to the City Team review as part of the FEIS review rather than a separate review; there will be no separate review of the Response to Comments Chapter.

Subtask 5.3 Write FEIS Chapters

The City Team will not select a Preferred Alternative for the FEIS. Rather, the ESA Team will address and incorporate changes to the DEIS in the text of the FEIS for the Alternatives analyzed. The changes will include corrections, additions, and clarifications.

Deliverables:

- The updated Chapters will be presented in the Preliminary FEIS document package for the City Team to review. There will be no separate review.

Subtask 5.4 PFEIS Version 1

The ESA Team will prepare Version 1 of the FEIS for City Team comment.

Deliverables

- PFEIS Version 1

Assumptions:

- One (1) round of review by the City Team.
- The City will consolidate all comments prior to submittal to ESA.
- Assume no more than 2 weeks for City Team review and 2 weeks for ESA responses

Subtask 5.5 FEIS for Issuance

The ESA Team will prepare the final FEIS for distribution. During this team, ESA will provide a half day for a "page turn" for the City Team to review each page of the document prior to issuance. No substantive changes are expected at this point in the process. Substantive changes would require a change to the schedule as well as scope and budget.

Deliverables

- Half-day Page Turn with City Team
- FEIS Final for Issuance



Assumptions:

- Document will be complete and ready for issuance date within 2-weeks from Page Turn date.



BUDGET

The costs for the scope described above are included in the attached budget. Direct costs other than labor include travel, parking, and equipment needed to complete the scope, printing, and other incidental costs. Non-labor direct costs are listed as "Other Direct Costs" in the attached budget.

SCHEDULE

The timeframe for delivery of the scope described above is approximately 12 months. Factors that could affect the schedule, but which are outside of ESA's control include, but may not be limited to:

- Delivery of or changes to project description information from the City Team;
- Content or quantity of comments received from the public through the Scoping process or in response to the DEIS;
- City decisions to extend the Scoping period or period for review of the DEIS; or
- City decisions to undertake other studies which could affect the overall timing of the process.

Assumptions:

- To be developed based on finalized schedule developed by the City

Draft City of Everett Baseball Stadium/Amphitheatre/Park Project Schedule

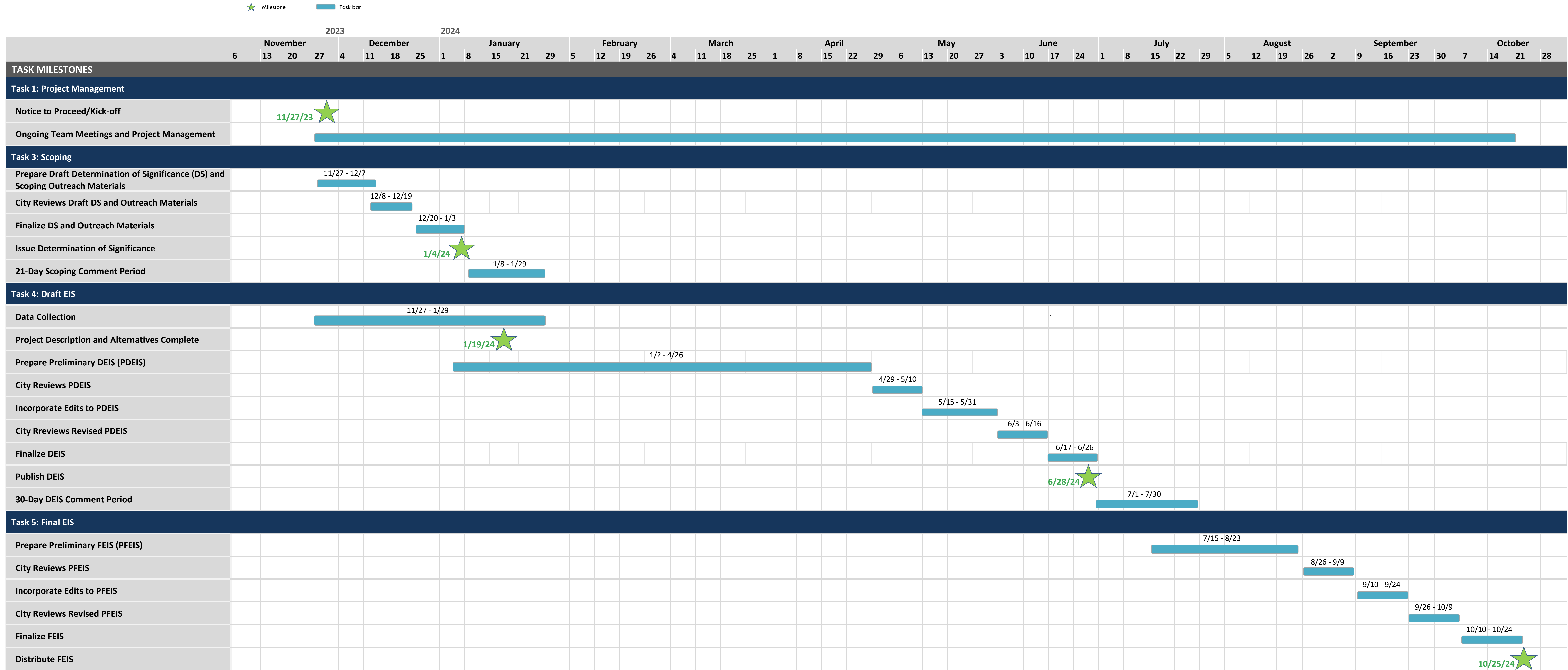


EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
(METHOD OF COMPENSATION -- ATTACHED)

STANDARD METHODS OF COMPENSATION

SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS SUBJECT TO THE MAXIMUM COMPENSATION AMOUNT

☐ **HOURLY RATE.** The City shall pay Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

☒ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.

ESA Labor Detail and Expense Summary

Employee Names Labor Category																			Total Hours	Labor Price
		Senior Principal Consultant 6	Principal Consultant 4	Principal Consultant 4	Associate Consultant 1	Senior Consultant 4	Associate Consultant 1	Principal Consultant 3	Senior Consultant 3	Senior Consultant 2	Managing Consultant 3	Associate Consultan 1 2	Senior Consultant 4	Project Technician 3	Associate Consultant 5	Project Technician 5	Project Technician 3			
Task #	Task Name/Description	\$397	\$282	\$282	\$128	\$200	\$128	\$255	\$181	\$161	\$223	\$141	\$200	\$119	\$178	\$164	\$119	\$0		
Task 1	Project Management and Meetings																			
1.1	Project Management Tasks	2	8	58	58	6								28					160	\$ 31,362
1.2	Project Coordination Meetings	8	14	24	24				4	4	4								82	\$ 19,224
1.2.1	Kick-Off Meeting	2	2	2	2	2	2	2	2	1	2	2	2						23	\$ 4,995
1.3	Technical Meetings and Site Visit	4	8	24	24	6	6		8	8	8								96	\$ 20,172
	Task 1 Subtotal	16	32	108	108	14	8	2	14	13	14	2	2	28	0	0	0		361	\$ 75,753
Task 2	Scoping																		-	\$ -
2.1	Project Description Development	6	6	8	8														28	\$ 7,354
2.2	Project Alternative Development	6	6	8	8														28	\$ 7,354
2.3	Issuance of DS and Notice of Scoping		1	8	8														17	\$ 3,562
2.4	Scoping Comment Management			6	12	12	12												42	\$ 7,164
2.5	Scoping Summary Report			4	16	8	16												44	\$ 6,824
	Task 2 Subtotal	12	13	34	52	20	28	0	0	0	0	0	0	0	0	0	0	0	159	\$ 32,258
Task 3	Public Outreach and Engagement																		-	\$ -
3.1	Public Outreach Materials					28	20										23		71	\$ 11,932
3.2	Scoping Meeting and DEIS Meeting	1	1	16	16	24	12												84	\$ 15,241
	Task 3 Subtotal	1	1	16	16	52	32	0	0	0	0	0	0	0	0	0	23	14	155	\$ 27,173
Task 4	Draft EIS																		-	\$ -
4.1	Style Sheet			1	1								12		12				26	\$ 4,946
4.2	Administrative Record				16								12						28	\$ 4,448
4.3	Data Collection	2	2	4	14		12	1	2	0	2								39	\$ 6,877
4.4	Methodologies & Thresholds of Significance		2	4	4			1	2	0	2								15	\$ 3,267
4.5	Cumulative Impacts Project List		1	4	12														17	\$ 2,946
4.6	Description of Alternatives for DEIS	2	2	6	6														16	\$ 3,818
4.7	Notice of Availability of DEIS		2	6	12	6	8						4						38	\$ 6,816
4.8	Technical Analyses																		0	\$ -
4.8.1	Transportation/Traffic (Fehr & Peers)	4	4	8	8						6								30	\$ 7,334
4.8.2	Noise Memo(ESA)	2	2	4	4						50								62	\$ 14,148
4.8.3	Light & Glare (ESA and Slantec)	2	2	8	8							8							28	\$ 5,766
4.8.4	Cultural & Archaeological Resources (ESA)	1	2	4	4			30	98	120		12							271	\$ 49,001
4.9	DEIS Front Material/Fact Sheet/References/Appendices			14	24								24		16				78	\$ 14,668
4.10	PDEIS v.1	4	4	40	40	8	60	2	6	6	6	8	24		16				224	\$ 41,072
4.12	DEIS Final for Issuance		2	12	12		20					8	16		16				86	\$ 15,220
	Task 4 Subtotal	17	25	115	165	14	100	34	108	126	66	36	92	0	60	0	0	0	958	\$ 180,327
Task 5	Final EIS																		-	\$ -
5.1	Collect and Categorize Draft EIS Comments			12	28	28	28												96	\$ 16,152
5.2	Prepare Response to Comments		16	24	20	8	12	4	20	8	8								120	\$ 24,688
5.3	Write FEIS Chapters		6	28	32		20	4	20	20	24	16							170	\$ 31,712
5.4	PFEIS v.1	6	6	28	32							12	24		20				128	\$ 26,118
5.5	FEIS for Issuance		6	12	12	8	20	2	4	4	4	8	24		16				120	\$ 22,318
	Task 5 Subtotal	6	34	104	124	44	80	10	44	32	36	36	48	0	36	0	0	0	634	\$ 120,988
Total Hours		52	105	377	465	144	248	46	166	171	116	74	142	28	96	23	14	-	2,267	
Total Labor Costs		\$ 20,644	\$ 29,610	\$ 106,314	\$ 59,520	\$ 28,800	\$ 31,744	\$ 11,730	\$ 30,046	\$ 27,531	\$ 25,868	\$ 10,434	\$ 28,400	\$ 3,332	\$ 17,088	\$ 3,772	\$ 1,666	\$ -	\$	436,499
Percent of Effort - Labor Hours Only		2.3%	4.6%	16.6%	20.5%	6.4%	10.9%	2.0%	7.3%	7.5%	5.1%	3.3%	6.3%	1.2%	4.2%	1.0%	0.6%	0.0%	100.0%	
Percent of Effort - Total Project Cost		2.6%	3.7%	13.2%	7.4%	3.6%	3.9%	1.5%	3.7%	3.4%	3.2%	1.3%	3.5%	0.4%	2.1%	0.5%	0.2%	0.0%		54.1%

PROJECT COST ESTIMATE SUMMARY TABLE			
ESA Labor Cost		\$	436,499
ESA Labor Technology and Data Management Fee ----->		3%	\$ 13,095
ESA Non-Labor Expenses			
Reimbursable Expenses (see Attachment A for detail)		\$	2,021
ESA Equipment Usage (see Attachment A for detail)		\$	-
Subtotal ESA Non-Labor Expenses		\$	2,021
Subconsultant Costs (see Attachment B for detail)		\$	250,490
Contingency		15%	\$ 105,316
PROJECT TOTAL		\$	807,421

Attachment B

Cost Proposal: Subconsultant Detail

Task Number / Description		Subconsultant Costs				
		Fehr & Peers	Stantec	Subtotal Subconsultant	Percent Fee @	Total Subconsultant
		Transportation	Light & Glare	Cost	5%	Project Cost
Insert Budget By Task						
1	Task 1 Project Management	\$ 12,300	\$ 5,000	\$ 17,300	\$ 865	\$ 18,165
				\$ -	\$ -	\$ -
2	Task 2 Scoping			\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
3	Task 3 Public Outreach & Engagement	\$ 1,720	\$ 1,752	\$ 3,472	\$ 174	\$ 3,646
				\$ -	\$ -	\$ -
4	Task 4 Draft EIS	\$ 152,950	\$ 40,890	\$ 193,840	\$ 9,692	\$ 203,532
				\$ -	\$ -	\$ -
5	Task 5 Final EIS	\$ 5,000	\$ 5,000	\$ 10,000	\$ 500	\$ 10,500
				\$ -	\$ -	\$ -
6	Other Direct Costs (ODCs)		\$ -	\$ -	\$ -	\$ -
	Big Data Purchase	\$ 7,000		\$ 7,000	\$ 350	\$ 7,350
7	Traffic Counts	\$ 6,000		\$ 6,000	\$ 300	\$ 6,300
	Mileage Reimbursement (\$0.655 / mi)	\$ 350	\$ 400	\$ 750	\$ 38	\$ 788
8	Parking	\$ 100	\$ 100	\$ 200	\$ 10	\$ 210
	Printing			\$ -	\$ -	\$ -
9	Equipment			\$ -	\$ -	\$ -
Subconsultant Total		\$ 185,420	\$ 53,142	\$ 238,562	\$ 11,928	\$ 250,490



City of Everett Stadium/Amphitheater/Park Project

+

SEPA Consultant Contract
Environmental Science Associates

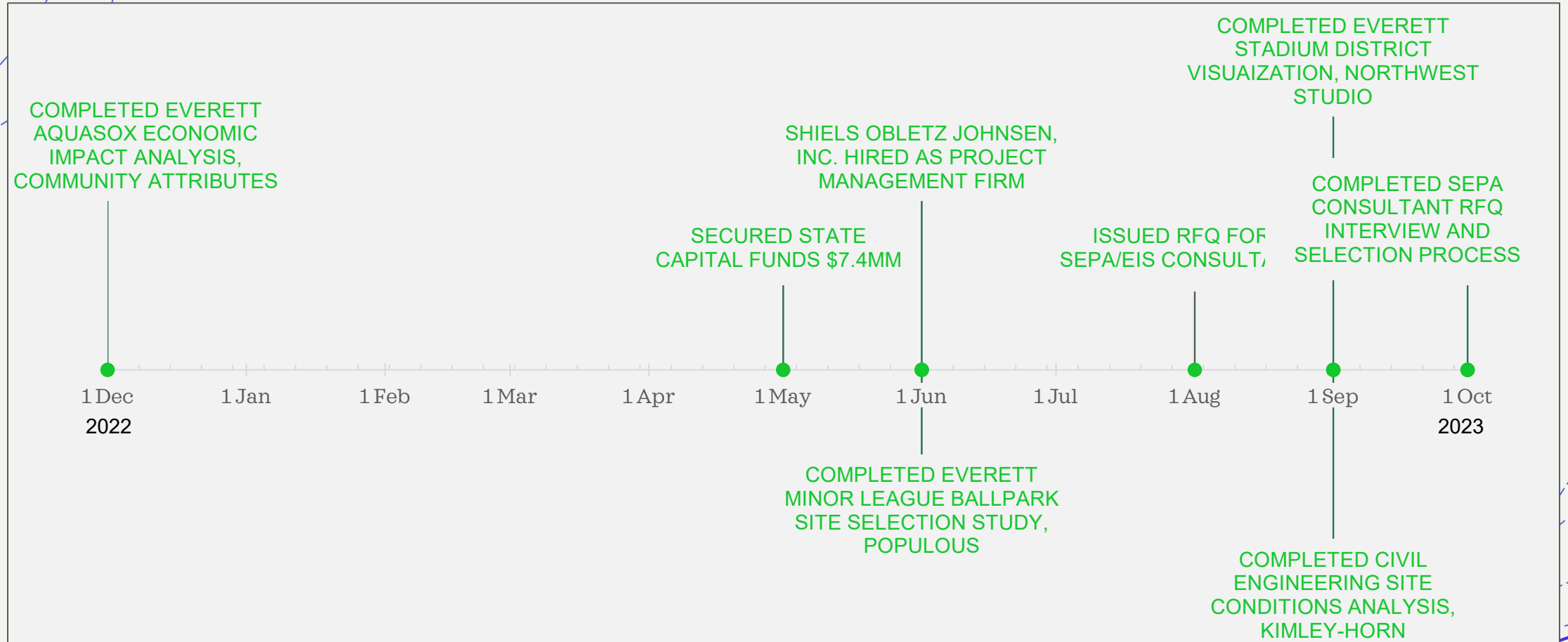
City of Everett Stadium/Amphitheater/Park Project

- + Since 1984, Everett Aquasox provided professional athletic events, business partnerships, local business impacts, community pride and entertainment for all ages and income.
- + In 2021, Major League Baseball (MLB) reconfigured Minor League Baseball (MiLB) which resulted in new requirements for MiLB stadium facilities.
- + Funko Field, the current home of the Everett AquaSox, does not meet the new facility standards required by MLB.

City of Everett Stadium/Amphitheater/Park Project

- + The City of Everett and Snohomish County are partnering with the owners of the Everett AquaSox to lead a public-private effort to investigate the feasibility of a new outdoor multipurpose facility located in the City of Everett.
- + On September 28, 2022, the **City and County passed Joint Resolution No. 22-056** in support of investigating the feasibility of a new Everett outdoor multipurpose stadium.
- + The new facility should provide 2,800 – 3,200 fixed seats for baseball fans, up to 5,000 seats for events and space for a public park.

City of Everett Stadium/Amphitheater/Park Project Progress To Date Timeline

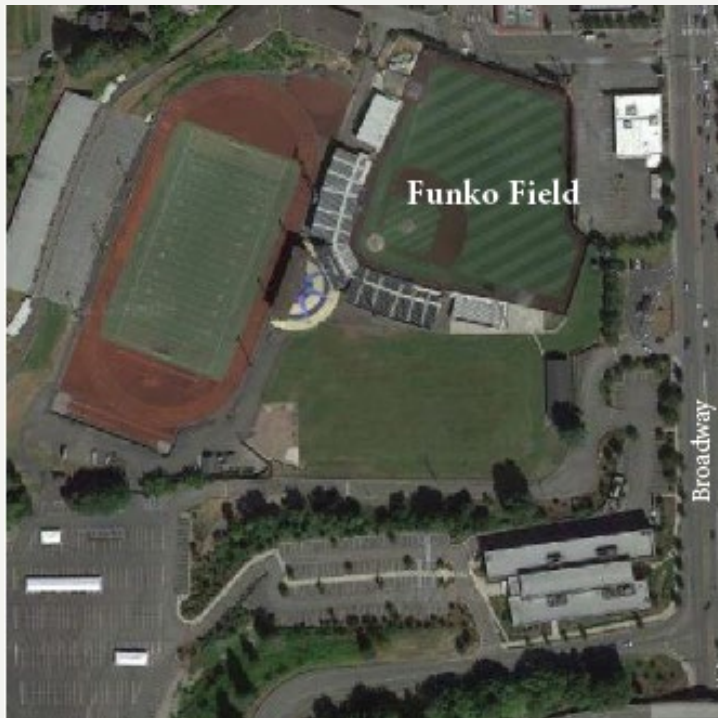


The State of Washington's Environmental Policy Act (SEPA) Environmental Impact Statement(EIS)

- + The proposed stadium project requires compliance with SEPA through an EIS process, which identifies and analyzes environmental impacts for several project alternatives through a public process to support informed decision making.
- + The EIS process will consider environmental information (impacts, alternatives, and mitigation) and seek public input and comment.
- + The EIS process is recommended for both new stadium and existing stadium renovation options currently contemplated given the potential significant public investment by the City of Everett.
- + It is important to integrate EIS with agency activities at the earliest possible time to ensure planning and decisions reflect environmental values, avoid delays later in the process, and seek to resolve potential problems.
- + The City's goal is to complete the EIS process in a thorough and timely manner.

The SEPA EIS will present an equal level of analysis for two Alternative sites and one No Action Alternative.

- + Two initial sites have been identified to best reflect the options currently contemplated and align with current budgets and schedules. Sites can be added or amended as the EIS process proceeds.

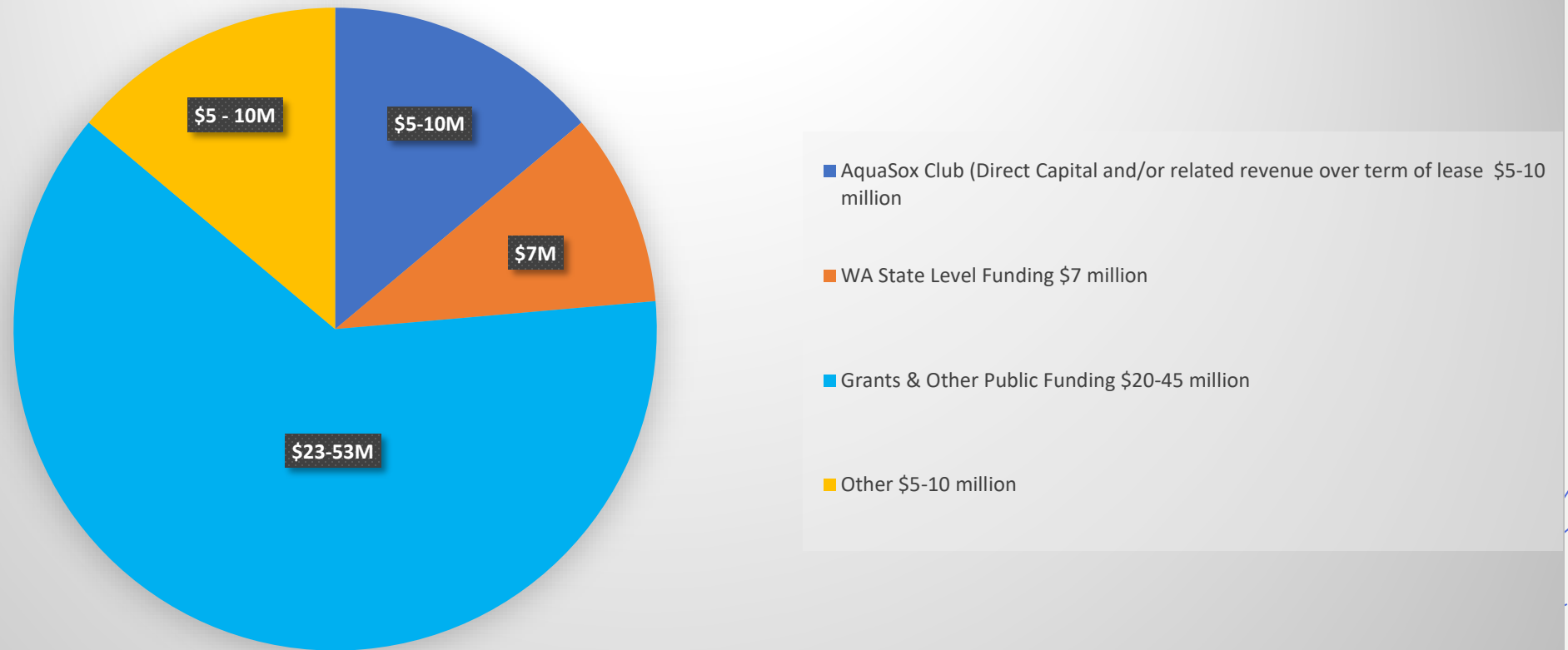


SEPA Consultant City of Everett Stadium/Amphitheater/Park Project

- + The City of Everett requested statements of qualifications from consulting teams specializing in SEPA and EIS (Environmental Impact Statement) processes.
- + Four firms responded and were scored on previous experience working on multipurpose event venues with complex urban design issues (including traffic, transit, and parking implications) and strength of proposed project management team.
- + After the interview and scoring process **Environmental Science Associates (ESA)** was selected as the preferred SEPA Consultant.

Preliminary Budget Range and Potential Funding Sources

Stadium Project Funding Potential Sources \$40-80 million



Process and Preliminary Timeline

- + **Phase One: (2023 to 2024):**
 - + Evaluate sites and conduct State Environmental Policy Act review.
 - + Conduct economic impact and market feasibility studies.
 - + Select a site.
 - + Confirm funding for site assembly and construction and identify funding for operation and maintenance.
- + **Phase Two (2024 to 2025):**
 - + Acquire site property (if applicable)
 - + Negotiate contracts with designers, developers and contractors.
 - + Negotiate with private and public parties to ensure funding (sponsors, naming rights, etc.).
 - + Design stadium
 - + Construction Start

Immediate Next Steps

- + Commence EIS
- + Continue Cost and Funding Due Diligence
- + Provide Monthly Updates to City Council via Council Digest
- + Provide Briefings at City Council Meetings Every Two Months beginning in February 2024

Project title: Authorize Mayor to sign a Professional Services Agreement with Shiels Obletz Johnsen Inc.

Council Bill #

Agenda dates requested:

November 8, 2023

Briefing ☒ X
Proposed action
Consent
Action ☒ X
Ordinance
Public hearing
Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

X Yes ☒ No

Attachments:

Professional Services Agreement

Department(s) involved:

Administration; Economic Development

Contact person:

Dan Eernisse

Phone number:

425-257-8681

Email:

deernisse@everettwa.gov

Initialed by:

DE

Department head

Administration

Council President

Consideration: Professional Services Agreement

Project: Everett Stadium Project

Partner/Supplier: Shiels Obletz Johnsen, Inc. (SOJ)

Location: City of Everett

Preceding action: Joint Resolution of Support for a new Everett outdoor multipurpose stadium: [9/28/22](#)

Fund: Fund 145

Fiscal summary statement:

In 2022, the State of Washington awarded eleven cities funds to upgrade community stadiums and fields. The Everett stadium project received the largest grant of \$7.4 million to pay for infrastructure costs associated with providing a facility for the AquaSox that meets Major League Baseball's new standards. Until state funds are made available to offset this expense, Shiels Obletz Johnsen, Inc. (SOJ) will be paid through Fund 145. If Council awards the PSA as recommended, a corresponding budget amendment to Fund 145 will be proposed at an upcoming Council meeting. Once state funds are available, a budget amendment will also be made to reflect this revenue.

Project summary statement:

On [September 28, 2022](#), the City and County passed Joint Resolution No. 22-056 in support of a new Everett outdoor multipurpose stadium. If the City is to execute this stadium project, centralized project management will be necessary. Projects of this size and complexity are beyond the scope of current City staffing. In July, the City executed a \$50,000 professional services agreement with SOJ, which is a Seattle and Portland-based project management firm, with projects such as ShoWare Center, Lumen Field Modernization, Climate Pledge Arena, T-Mobile Park (Safeco Field), FIFA World Cup 2026 Seattle Host City Capital Projects, Seattle Storm Temporary Improvements at Alaska Airlines Arena, Seattle Aquarium Ocean Pavilion, Pike Place Market Renovation and MarketFront. The purpose of the initial agreement was to get the project moving.

Continued project management services will be required as the project moves through the environmental review, site evaluation, project development, and design stages in 2023 and 2024. Upcoming project management services will certainly exceed \$50,000 through 2024. Accordingly, in accordance with Procurement Policy, City staff is bringing forward to City Council a new professional services agreement for \$344,400.

Recommendation (exact action requested of Council):

Authorize the Mayor to Sign the Professional Services Agreement with Shiels Obletz Johnsen, Inc. in the amount of \$344,400 in substantially the form provided.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as the Service Provider in the Basic Provisions below ("**Service Provider**"). This Agreement includes the Basic Provisions, the attached General Provisions, the attached scope of Work (Exhibit A), and the attached method of compensation (Exhibit B).

In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree as follows:

BASIC PROVISIONS	
Service Provider	Shiels Oblatz Johnsen, Inc.
	1109 First Avenue, Suite 330
	Seattle, WA 98101
	ben@sojsea.com
City Project Manager	Dan Eernissee
	2930 Wetmore Avenue
	Everett, WA 98201
	DEernissee@everettwa.gov
Brief Summary of Scope of Work	Project management for the Everett stadium project
Completion Date	December 31, 2024
Maximum Compensation Amount	\$344,400

BASIC PROVISIONS	
Service Provider Insurance Contact Information	USI Insurance Services NW
	610-362-8130
	Dawna.brosius@usi.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If the Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
Prior Agreement	City and Service Provider are parties to the prior Professional Services Agreement dated 7.14.2023. That prior agreement is terminated and superseded by this Agreement as of the date of the Mayor’s signature below.

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date of last signature below.

**CITY OF EVERETT
WASHINGTON**

SHIELS OBLETZ JOHNSEN, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Brad Tong

Signer's Email Address: bradt@sojsea.com

Title of Signer: Managing Partner

Date

ATTEST

Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JUNE 23, 2023

ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS)

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 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 or other document generated by Service Provider is attached or part of any attachment to this Agreement, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of the General Provisions 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 mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions.
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 expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to 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 the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, 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 the City Project Manager Address in the Basic Provisions.
6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") 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 email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, 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, 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 email. 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, and without limitation of or prejudice to any other available remedy or recourse, the 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.** To the extent of Service Provider's negligence, breach of this Agreement, or violation of law, or willful misconduct, and except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify and save harmless 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 and save harmless 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 liability under this Section 10 shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, 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 or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in Section 11.A above 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 \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above 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 its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
 - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - E. Prior to the Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.
 - F. If the policy listed in Section 11.B.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.
 - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
 - H. In case of the breach of any provision of this Section 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. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
- (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of 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 such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of 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 such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by 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 therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** The Service Provider warrants that it has 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 it 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. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, 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.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** 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.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall

deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.

20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by 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.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in ¶18, 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.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
 - A. Notices to the City of Everett shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to the Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** The Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

31. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
32. **Standard Documents.** The Basic Provisions and General Provisions are standard City form documents. No changes by Service Provider are authorized to the Basic Provisions or General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that the Service Provider makes unauthorized changes to the Basic Provisions or the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form Basic Provisions and General Provisions, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK)

The City of Everett requires an outside firm to provide project management, site evaluation, and other services for the proposed development and construction of a multi-purpose park, amphitheater, and minor league baseball stadium within the City of Everett (the “Project”).

The City of Everett has secured state capital funds to conduct the initial feasibility analysis, economic impact, and further due diligence analysis to evaluate alternative locations for the Project. The Project is anticipated to include:

- A park that will provide a wide range of recreational, event, and entertainment options for the Everett community. The vision is of an urban park that complements the existing park system and recreational options, anticipates growth projections in the city, and allows the use of the field except during ticketed events as well as areas of exclusive park use.
- A facility that should be able to be relatively easily converted into an amphitheater seating at concerts, graduations, and events. The vision is for an open-air venue that complements the Angel of the Winds Arena and provides accessible, affordable, and safe outdoor events.
- The stadium will be used by the Everett AquaSox, a professional High A Minor League baseball team currently playing in the Northwest League championship sanctioned by USA Baseball. The vision for the project is an unpretentious 2,800 – 3,200 seat multi-purpose stadium designed for professional baseball. The Stadium will comply with MiLB standards for player development and multi-use activities that may include emergency management, youth sports, concerts, and other events.

So far, two prospective sites have been identified by the City; however, the Project Manager may be asked to expand the analysis to other potential sites.

The City of Everett sees the Project progressing in three phases:

- Phase One (2023-2024):
 - Evaluation of site alternatives, including State Environmental Policy Act (SEPA) review
 - Site evaluation and due diligence, and study of economic impact and market feasibility for site alternatives
 - Determination of Project scope and financial viability for both initial construction and operation and maintenance; development of pro forma sources and uses budgets for both
 - Site selection
 - Confirm necessary funding for site assembly and construction and identify sources of funding for operation and maintenance
 - Preparation for Phases Two and Three
- Phase Two (2024-2025)

- Real Property Acquisition
- Selection of and contract negotiations with the designer, developer/contractor to construct the Project
- Negotiation of AquaSox lease
- Negotiation of legally binding commitments with other public and private parties necessary to fully fund construction and operation, and maintenance (sponsors, naming rights, etc.)
- Design and Permitting of Project
 - Phase Three (2025-early 2027)
 - Project Construction
 - Project ready for AquaSox baseball for the 2027 season.

SCOPE OF WORK: PHASE ONE

This scope of work is for project management, site alternative evaluation, and other services for Phase One of the Project (2023-2024). It is possible that the Project Manager's contract will be extended to include later phase work.

A. Project Management

The Project Manager will be charged with providing Project leadership. The Project Manager will be the central organizing and driving brain of all parts of the Project. The Project Manager must "own" the Project, understand the critical path(s), and push the Project through Phase One. The Project Manager should not expect to receive detailed direction from the City of Everett. It will be the Project Manager's responsibility to be the initiator and assign responsibilities to the Project team.

B. Phase One Work

1. Project Team – Early Analysis Support

Provide recommendations for additional areas of expertise and team composition to support the successful implementation of Phase 1. This could include preliminary/conceptual design studies, early environmental work, community outreach, real estate finance, and land use consultation, third-party cost review/estimator, and Sports Market and/or Performance Venue Market Feasibility analysis. Support and manage solicitation, selection, and management of additional consultants as requested.

2. State Environmental Policy Act (SEPA) Process

Shortly after the Project Manager is under contract, the City intends to engage a consultant for the SEPA and EIS processes. The Project Manager will be charged with coordinating and assisting with the selection of the SEPA consultant. The Project Manager will manage the SEPA consultant and will closely coordinate with the City's SEPA legal counsel.

3. Site Alternative Analysis/Feasibility

The City anticipates that site analysis will require the tasks described below. The Project Manager will be charged with managing the Project so that site analysis is completed. The City expects that most of the tasks will be completed by other consultants, such as the SEPA consultant, whom the Project Manager will manage. The City expects that the Project Manager will identify when additional consultants are necessary to complete the tasks. The tasks below should not be taken as

final, but instead should be taken only as illustrative of the City's general intent. The Project Manager will be expected to revise and reformulate the tasks as necessary to achieve Project goals and timelines and, in close collaboration with the SEPA consultant and SEPA legal counsel, achieve completion of Phase One.

Task I – Site Evaluation and Preliminary Economic Feasibility

1. Size – determine the site size needed to accommodate the facility, which is expected to be approximately 6 – 12 acres. City and Project Manager will initially discuss the project and confirm the acreage necessary for the project.
2. Orientation – determine whether the alternative sites will accommodate the orientation required to meet recommended MiLB specifications along with other multi-purpose stadium functions.
3. Constructability – top-level opinion of site alternatives feasibility to construct the project as envisioned, such as topography, reasonable utility proximity, demolition requirements, parking, transit connections, land acquisition, and public entitlements.
4. Location – are the site alternatives reasonably located relative to the project purpose?
5. Preliminary zoning review – are the sites currently zoned to allow the project?
6. Project Economic Impact – initial direct and indirect economic impacts of project construction and operations with a strong emphasis on long-term placemaking impact on downtown Everett, given the critical and unique role downtown will play in helping the city achieve its long-term growth and sustainability targets.
7. Project Market Feasibility – initial project market analysis to quantify demand, market capacity, and other factors relative to the project's economic feasibility.
8. Other – The City and Project Manager may add/modify the scope and tasks included in Task I.

Task II – Site Due Diligence/Concept Design/Overall Project Feasibility

1. Program Development – with City input, develop a rough design program for the project for each site alternatives in order to provide adequate information to due diligence contractors.
2. Preliminary sources and uses budgets for both construction and operation and maintenance – Develop preliminary total project budget in alignment with proposed funding sources and project schedule.
3. Collaborate with City and Team to partner with other organizations to develop a complete project funding strategy (construction and operation and maintenance).
4. Confirm necessary funding for site assembly and construction and identify viable sources of funding for operation and maintenance.
5. Preliminary schedule development – develop project schedule incorporating City decision-making processes, funding source approval, land acquisition, procurement plan, design, permitting, and construction for each site alternative.
6. Develop stakeholder engagement plan including but not limited to a project charter.
7. Develop procurement plan for designer and developer/contractor for Project.

8. Concept Design – develop draft conceptual project design for each site alternative to depict facility orientation, adjacent development potential, basic facility materiality, operational perspectives, neighborhood connectivity, connectivity to parking facilities and public transportation, and other factors which will be determined in order to depict the project.
9. Other – The City and Project Manager may add/modify the scope and tasks included in Task II.

Task III – Site Feasibility and Economic Impact

1. Parking – provide an initial assessment of parking needs, potential parking inventory development within the site alternatives, and parking assets within a 20-minute walking distance to the site, identifying specific parking types (private, public, garage, surface, etc.), owners, total capacities, other uses that could impact facility event availability (net available) and pricing.
2. Traffic – provide an initial opinion of ingress/egress circumstances, challenges, and likely modifications that could/should be considered for facility operations.
3. Acquisition – provide an initial assessment of land assembly feasibility, including the number of parcels required, owner, historical title transfer/price information, and a rough estimate of land acquisition costs. This task must be done in close cooperation with the City site acquisition legal counsel.
4. Commercial Development – provide an initial opinion of commercial development opportunities within the sites and/or adjacent to the sites.
5. Neighborhood Assessment – provide a description of any adjacent, abutting, or otherwise impacted neighborhoods, communities, districts, or enterprises with an opinion of benefits and/or challenges to the project.
6. Economic Impact – extension of the project’s economic impacts which should be site specific, such as adjacent, ancillary commercial development opportunities and catalytic influence for community redevelopment.
7. Other – The City and Project Manager may add/modify scope and tasks included in Task III.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
(METHOD OF COMPENSATION)

**SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS
SUBJECT TO THE MAXIMUM COMPENSATION AMOUNT**

- ☒ **HOURLY RATE.** The City shall pay Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Rate
Ethan Bernau	Partner/Senior Project Manager	\$232/hr
Ben Franz-Knight	Partner/Senior Project Manager	\$252/hr
Julie DeDonato	Project Manager	\$200/hr
Matt Strutynski	Project Controls	\$105/hr
Ken Johnsen	Strategic Advisor	\$300/hr
enter name	enter title	enter rate
enter name	enter title	enter rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

- ☐ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.



City of Everett Stadium/Amphitheater/Park Project

+

SEPA Consultant Contract
Environmental Science Associates

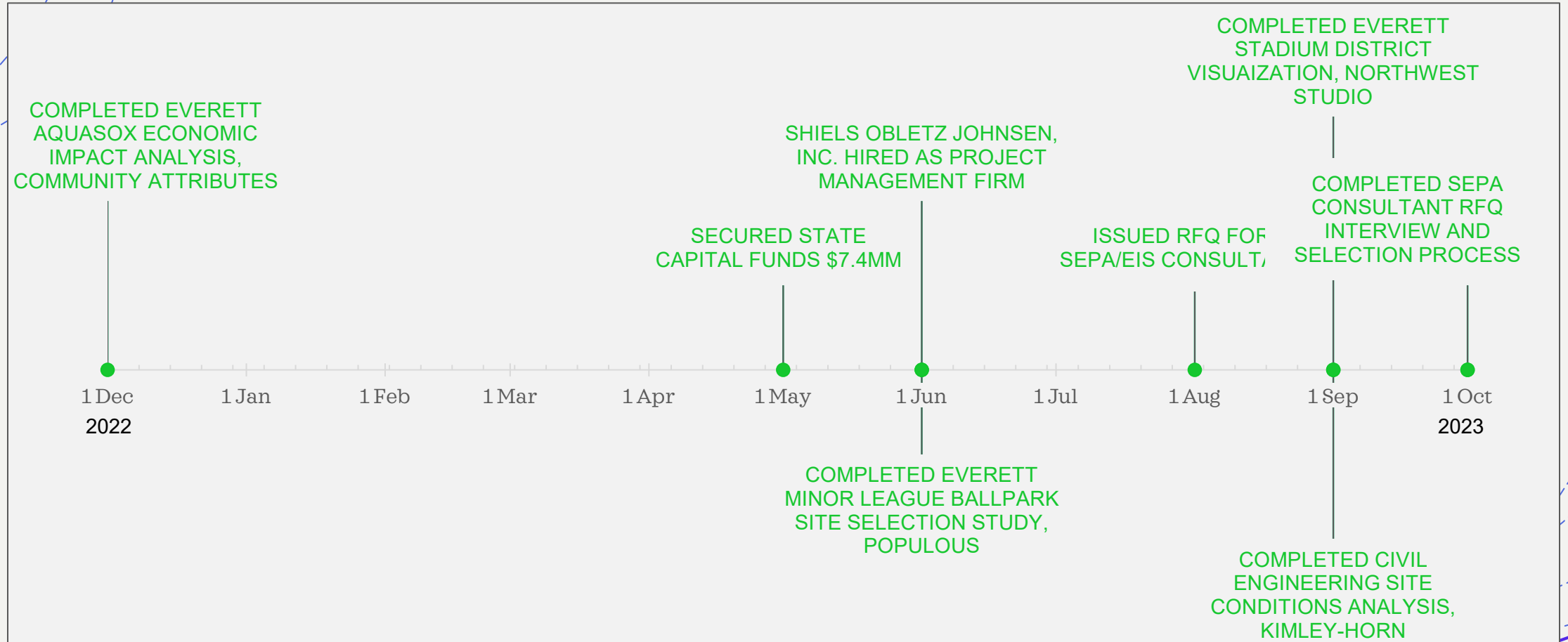
City of Everett Stadium/Amphitheater/Park Project

- + Since 1984, Everett Aquasox provided professional athletic events, business partnerships, local business impacts, community pride and entertainment for all ages and income.
- + In 2021, Major League Baseball (MLB) reconfigured Minor League Baseball (MiLB) which resulted in new requirements for MiLB stadium facilities.
- + Funko Field, the current home of the Everett AquaSox, does not meet the new facility standards required by MLB.

City of Everett Stadium/Amphitheater/Park Project

- + The City of Everett and Snohomish County are partnering with the owners of the Everett AquaSox to lead a public-private effort to investigate the feasibility of a new outdoor multipurpose facility located in the City of Everett.
- + On September 28, 2022, the **City and County passed Joint Resolution No. 22-056** in support of investigating the feasibility of a new Everett outdoor multipurpose stadium.
- + The new facility should provide 2,800 – 3,200 fixed seats for baseball fans, up to 5,000 seats for events and space for a public park.

City of Everett Stadium/Amphitheater/Park Project Progress To Date Timeline

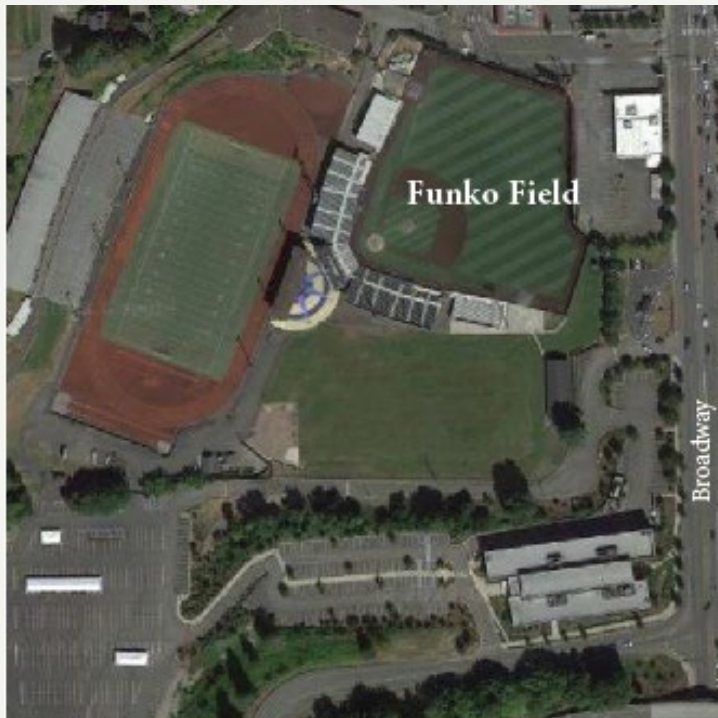


The State of Washington's Environmental Policy Act (SEPA) Environmental Impact Statement(EIS)

- + The proposed stadium project requires compliance with SEPA through an EIS process, which identifies and analyzes environmental impacts for several project alternatives through a public process to support informed decision making.
- + The EIS process will consider environmental information (impacts, alternatives, and mitigation) and seek public input and comment.
- + The EIS process is recommended for both new stadium and existing stadium renovation options currently contemplated given the potential significant public investment by the City of Everett.
- + It is important to integrate EIS with agency activities at the earliest possible time to ensure planning and decisions reflect environmental values, avoid delays later in the process, and seek to resolve potential problems.
- + The City's goal is to complete the EIS process in a thorough and timely manner.

The SEPA EIS will present an equal level of analysis for two Alternative sites and one No Action Alternative.

- + Two initial sites have been identified to best reflect the options currently contemplated and align with current budgets and schedules. Sites can be added or amended as the EIS process proceeds.



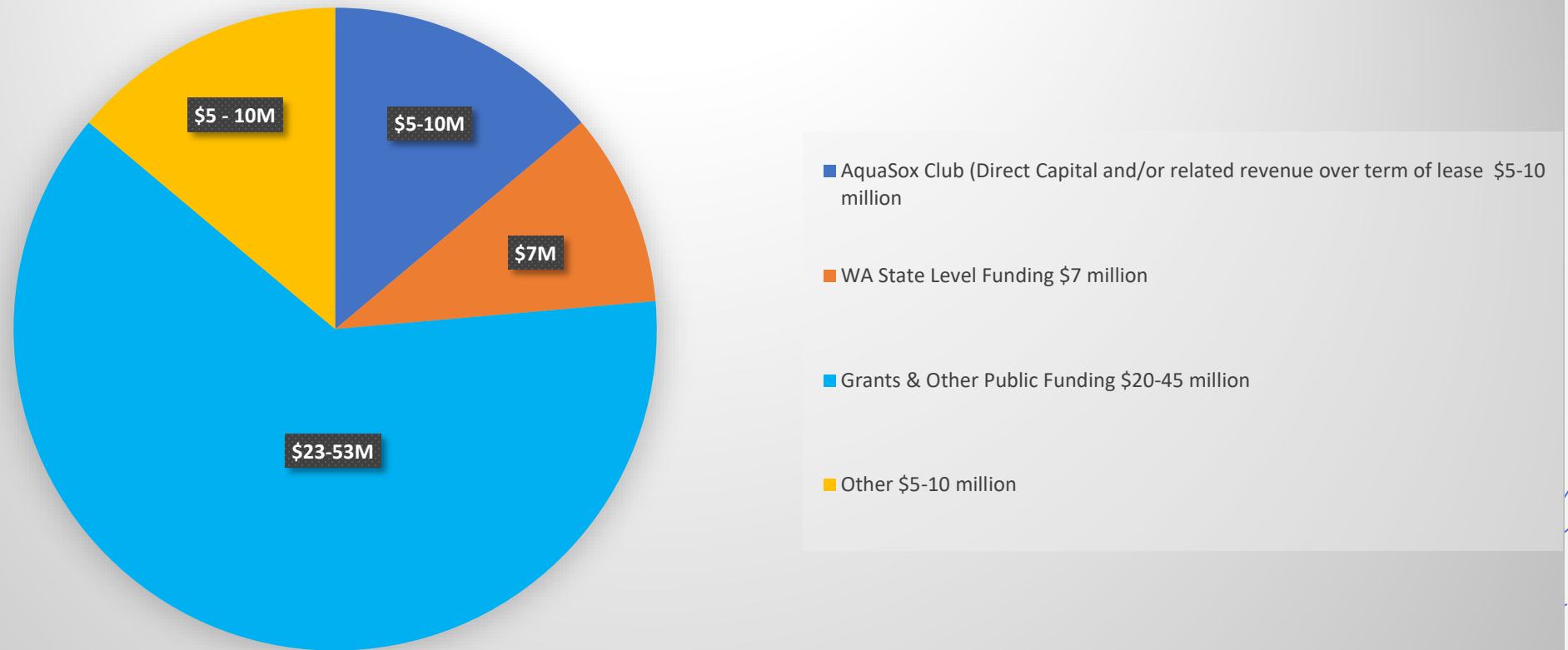
SEPA Consultant

City of Everett Stadium/Amphitheater/Park Project

- + The City of Everett requested statements of qualifications from consulting teams specializing in SEPA and EIS (Environmental Impact Statement) processes.
- + Four firms responded and were scored on previous experience working on multipurpose event venues with complex urban design issues (including traffic, transit, and parking implications) and strength of proposed project management team.
- + After the interview and scoring process **Environmental Science Associates (ESA)** was selected as the preferred SEPA Consultant.

Preliminary Budget Range and Potential Funding Sources

Stadium Project Funding Potential Sources \$40-80 million



Process and Preliminary Timeline

- + **Phase One: (2023 to 2024):**
 - + Evaluate sites and conduct State Environmental Policy Act review.
 - + Conduct economic impact and market feasibility studies.
 - + Select a site.
 - + Confirm funding for site assembly and construction and identify funding for operation and maintenance.

- + **Phase Two (2024 to 2025):**
 - + Acquire site property (if applicable)
 - + Negotiate contracts with designers, developers and contractors.
 - + Negotiate with private and public parties to ensure funding (sponsors, naming rights, etc.).
 - + Design stadium
 - + Construction Start

Immediate Next Steps

- + Commence EIS
- + Continue Cost and Funding Due Diligence
- + Provide Monthly Updates to City Council via Council Digest
- + Provide Briefings at City Council Meetings Every Two Months beginning in February 2024

Project title: An Ordinance Closing a Special Improvement Project Entitled “Hannabrook Park Improvement Project”, Fund 354, Program 085 as Established by Ordinance No. 3931-23

Council Bill #

CB 2310-57

Agenda dates requested:

11/8/23, 11/15/23, 11/29/23

Briefing

Proposed action ☒

Consent

Action ☒Ordinance ☒

Public hearing

Yes ☒ No ☐**Budget amendment:**Yes ☒ No ☐**PowerPoint presentation:**Yes ☒ No ☐**Attachments:**

Closing Ordinance

Department(s) involved:

Parks & Facilities

Administration

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: “Hannabrook Park Improvement Project”**Partner/Supplier:** King County Directors’ Association (KCDA)**Location:** 5815 Brookridge Boulevard Everett, WA**Preceding action:** Ordinance 3931-23**Fund:** Fund 354, Program 085**Fiscal summary statement:**

The source of funds for the Hannabrook Park Improvement Project is CIP-3 and Snohomish County REET 2 funding. The REET 2 funding from Snohomish County is a reimbursable grant that has been reimbursed.

The project was completed at a total cost of \$104,393.89. The Hannabrook Park Improvements were purchased through King County Director’s Association (KCDA), in compliance with the City of Everett procurement requirements. The remaining balance of \$5,606.11 will be transferred back to CIP-3.

All expenses for the project have been paid and revenues collected.

Project summary statement:

The City of Everett Parks, Recreation and Open Space (PROS) Plan adopted in 2022 identifies the development of trails and fitness activities as two of the top opportunities that will benefit park users. Hannabrook Park is specifically highlighted as a park with opportunities for further enhancements that will complement the natural elements of the park, including an existing half-mile soft trail around the park, popular with walkers and runners.

Leveraging these existing amenities, the City of Everett Parks and Facilities department created its first nature fitness trail at Hannabrook Park. Installation included five unique fitness stations, safety surface material, and attendant landscape treatments.

The project was completed July 17, 2023.

All work has been completed to the satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled “Hannabrook Park Improvement Project”, Fund 354, Program 85 as established by Ordinance No. 3931-23.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Hannabrook Park Improvement Project”, Fund 354, Program 085 as established by Ordinance No. 3931-23

WHEREAS,

- A.** The Parks special improvement project “Hannabrook Park Improvement Project”, Fund 354, Program 085, was established to accumulate all costs for the improvement project.
- B.** The purpose of the special improvement project has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the project entitled “Hannabrook Park Improvement Project” Fund 354, Program 085 be closed.

Section 2. That the final revenues and expenses for the “Hannabrook Park Improvement Project”, Fund 354, Program 085, are as follows:

REVENUES

Fund 354 – CIP 3	\$ 30,000.00
Snohomish County Reet 2 Funds	<u>\$ 80,000.00</u>
Total	\$110,000.00

EXPENSES

Construction	<u>\$104,393.89</u>
Total	\$104,393.89

Section 3. That the remaining balance of \$5,606.11 be transferred to CIP 3.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Closing a Special Improvement Project Entitled "T. A. Sullivan Caretaker House Demolition", Fund 354, Program 082, as Established by Ordinance No. 3932-23

Council Bill #

CB 2310-58

Agenda dates requested:

Briefing

Proposed action 11/08 & 11/15/23

Consent

Action 11/29/2023

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Administration

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: T.A. Sullivan Caretaker House Demolition**Partner/Supplier:** Job Order Contracting - Burton Construction**Location:** 11405 Silver Lake Road, Everett, WA**Preceding action:** Funding Ordinance 3932-23**Fund:** Fund 354, Program 082**Fiscal summary statement:**

The source of funds for the T. A. Sullivan Caretaker House Demolition was Capital Improvement Program 3 (CIP-3) in the amount of \$100,000. The project was completed at a total cost of \$88,387.14. All expenses for the project have been paid. The remaining balance of \$11,612.86 will be transferred to CIP-3.

Project summary statement:

This project demolished the Caretaker House structure at Thornton A. Sullivan Park. The structure was badly damaged by a fire on October 21, 2022. The structure was unoccupied at the time of the fire. The project funded demolition and restoration of the site to level lawn.

All work has been completed to the satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled "T. A. Sullivan Caretaker House Demolition", Fund 354, Program 082, as established by Ordinance No. 3932-23.

ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “T.A. Sullivan Caretaker House Demo”, Fund 354, Program 082, as established by Ordinance No. 3932-23.

WHEREAS,

- A.** The Parks special improvement project “T.A. Sullivan Caretaker House Demo”, Fund 354, Program 082, was established to accumulate all costs for the improvement project.
- B.** The purpose of the special improvement project has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the project entitled “T.A. Sullivan Caretaker House Demo”, Fund 354, Program 082, be closed.

Section 2. That the final revenues and expenses for the “T.A. Sullivan Caretaker House Demo”, Fund 354, Program 082, are as follows:

REVENUES

Fund 354 – CIP 3	<u>\$100,000.00</u>
Total	\$100,000.00

EXPENSES

Construction	<u>\$88,387.14</u>
Total	\$88,387.14

Section 3. That the remaining balance of \$11,612.86 be transferred to CIP 3.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: CITY OF EVERETT SALARY ORDINANCE

Council Bill #

CB 2311-60

Agenda dates requested:

11/29/23 (1st), 12/06/23 (2nd), 12/13/23 (3rd)

Briefing ☒ x

Proposed action

Consent

Action

Ordinance ☒ x

Public hearing

Yes ☒ x No

Budget amendment:

Yes ☒ x No

PowerPoint presentation:

Yes ☒ x No

Attachments:

Ordinance

Department(s) involved:

Human Resources

Contact person:

Kandy Bartlett, Labor and Administrative Services Director

Phone number:

425-257-8767

Email:

kbartlett@everettwa.gov

Initialed by:

KB

Department head

Administration

Council President

Consideration: Adopt the 2024 Salary Ordinance for City employees

Project: Ordinance establishing 2024 salary schedule for City employees

Partner/Supplier:

Location:

Preceding action:

Fund: All Funds

Fiscal summary statement:

The salary schedule contained in this Ordinance for union employees have been previously approved by City Council, as part of the City's collective bargaining process. To minimize compression issues, non-represented employees generally receive the same wage adjustment as AFSCME employees; therefore, a 4.6% increase is included for all non-represented positions. The wage increases included in this Ordinance for all employees are included in the 2024 budget.

Project summary statement:

Adopt an Ordinance establishing the basic salary schedule for employees of the City of Everett for 2024, repealing Ordinance 3926-22.

Recommendation (exact action requested of Council):

Adopt an Ordinance establishing the basic salary schedule for employees of the City of Everett for 2024, repealing Ordinance 3926.22.

ORDINANCE NO. _____

AN ORDINANCE establishing the basic salary schedule for employees of the City of Everett for 2024, repealing Ordinance 3926-22.

THE CITY OF EVERETT DOES ORDAIN:

Section 1: It is the purpose of this ordinance to fix the classification and salary for each employee in the City of Everett and to establish part-time employment and day laborer rates and nothing herein shall be construed to prevent the various department heads, with the consent of the Mayor, from employing such additional employees from time to time as may be necessary in the proper discharge of the duties of such office or from discharging such temporary or part-time employees when the necessity therefore has ceased to exist.

Section 2: The salary schedule for all employees shall be as contained herein for January 1, 2024 to December 31, 2024.

Section 3: This salary schedule identifies existing classifications within the City of Everett. Due to organizational review and natural attrition, some classifications will be vacant throughout the year.

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
A. ADMINISTRATION									
Chief Administrative Assistant	6001	06-024	15437	-	17360	-	20107		
Director of Emergency Management	6030	06-017	12041	-	13540	-	15683		
Executive Administrator	6012	06-017	12041	-	13540	-	15683		
Executive Assistant - City Council	6017	06-009	6801	-	7642	-	8841		
Executive Assistant - Mayor's Office	6003	06-009	6801	-	7642	-	8841		
Executive Director	6004	06-021	14184	-	16188	-	18472		
Executive Project Coordinator	6006	06-011	7735	-	8689	-	10059		
Government Affairs Director	6005	06-015	10205	-	11467	-	13273		
Labor & Administrative Services Director	6031	06-021	14184	-	16188	-	18472		
Senior Executive Director	6000	06-023	14987	-	16855	-	19521		
Special Projects Manager	6010	06-015	10205	-	11467	-	13273		
B. BUDGET AND FINANCE									
Accountant I	1200	01-018	6888	7230	7589	7972	8376		
Accounting Manager	6051	06-015	10205	-	11467	-	13273		
Assistant Accounting Manager	6049	06-014	9504	-	10679	-	12358		
Budget Manager	6053	06-015	10205	-	11467	-	13273		
City Clerk	6054	06-015	10205	-	11467	-	13273		
Deputy City Clerk/Public Records Officer	6056	06-012	8271	-	9297	-	10753		
Finance Director/Treasurer	6057	06-019	13256	-	14909	-	17269		
Procurement Manager	6060	06-015	10205	-	11467	-	13273		
Procurement Technician	1432	01-015	5949	6252	6563	6888	7230		
Procurement Specialist	1434	01-017	6563	6888	7230	7589	7972		
Senior Procurement Specialist	1436	01-019	7230	7589	7972	8376	8791		
Tax & License Compliance Auditor	6050	06-011	7735	-	8689	-	10059		
Warehouseworker	1430	01-010	4664	4897	5136	5393	5659		
C. COMMUNICATIONS AND ENGAGEMENT									
Communications Director	6009	06-017	12041	-	13540	-	15683		
Communications & Marketing Manager	6024	06-014	9504	-	10679	-	12358		
Engagement & Communications Specialist	6020	06-009	6801	-	7642	-	8841		
Engagement Director	6018	06-017	12041	-	13540	-	15683		
Marketing and Design Specialist	6021	06-009	6801	-	7642	-	8841		
Multimedia & Digital Communications Program Manager	6023	06-012	8271	-	9297	-	10753		
Multimedia Communications Coordinator	6022	06-010	7241	-	8142	-	9420		
Senior Communications Officer	6019	06-012	8271	-	9297	-	10753		
Visual Information Specialist	2480	01-014	5659	5949	6252	6563	6888		
D. COMMUNITY, PLANNING, AND ECONOMIC DEVELOPMENT									
Assistant Planner	1540	01-016	6252	6563	6888	7230	7589		
Associate Planner	1550	01-018	6888	7230	7589	7972	8376		
Case Management Coordinator	6149	06-010	7241	-	8142	-	9420		
Community Development Director	6150	06-019	13256	-	14909	-	17269		
Community Development Manager	6152	06-012	8271	-	9297	-	10753		
Community Development Specialist	6151	06-010	7241	-	8142	-	9420		
Community Outreach Specialist	6145	06-008	6388	-	7181	-	8312		
Community Outreach Specialist - Library	6144	06-008	6388	-	7181	-	8312		
Community Outreach Specialist - Police	6143	06-008	6388	-	7181	-	8312		

Category 2: Sensitive Information

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Community Support Manager	6160	06-014	9504	-	10679	-	12358		
Community Support Specialist/Social Worker	6312	06-010	7241	-	8142	-	9420		
Community Support Specialist/Social Worker - Fire	6140	06-010	7241	-	8142	-	9420		
Community Support Specialist/Social Worker - Library	6142	06-010	7241	-	8142	-	9420		
Community Support Specialist/Social Worker - Police	6141	06-010	7241	-	8142	-	9420		
Community Support Supervisor/Social Worker	6159	06-011	7735	-	8689	-	10059		
Economic Development & Marketing Manager	6167	06-014	9504	-	10679	-	12358		
Economic Development & Placemaking Program Manager	6165	06-012	8271	-	9297	-	10753		
Economic Development Director	6013	06-017	12041	-	13540	-	15683		
Environmental Planner	1590	01-020	7527	7904	8287	8696	9064		
Homeless Response Coordinator	6148	06-010	7241	-	8142	-	9420		
Housing Improvement Inspector	6155	06-010	7241	-	8142	-	9420		
Land Use Planning Manager	6156	06-015	10205	-	11467	-	13273		
Long Range Planning Manager	6157	06-015	10205	-	11467	-	13273		
Neighborhoods & Community Engagement Coordinator	6002	06-012	8271	-	9297	-	10753		
Planner	1670	01-020	7527	7904	8287	8696	9064		
Planning Director	6158	06-019	13256	-	14909	-	17269		
Planning & Community Engagement Coordinator	6147	06-009	6801	-	7642	-	8841		
<u>E. FACILITIES/PROPERTY MANAGEMENT</u>									
Asst. Real Property Manager	6202	06-011	7735	-	8689	-	10059		
Custodial Supervisor	1945	01-017	6563	6888	7230	7589	7972		
Custodian	1950	01-008	4229	4438	4664	4897	5136		
Facilities Maintenance Supervisor	6204	06-011	7735	-	8689	-	10059		
Facilities Manager	6205	06-012	8271	-	9297	-	10753		
Facilities Planning & Capital Development Manager	6210	06-013	8860	-	9957	-	11519		
Project Manager - Architect	6206	06-012	8271	-	9297	-	10753		
Real Property Manager	6207	06-015	10205	-	11467	-	13273		
<u>F. FIRE</u>									
Assistant Fire Chief	6250	06-020	13804	-	15738	-	17980		
Assistant Fire Chief/Fire Marshal	6254	06-020	13804	-	15738	-	17980		
Assistant Fire Marshal	2110	04-023	12765	-	-	-	-		
Deputy Fire Chief	6252	06-016	10978	-	12338	-	14277		
Emergency Management Public Education Coordinator	6015	06-010	7241	-	8142	-	9420		
Emergency Preparedness Program Manager	6260	06-012	8271	-	9297	-	10753		
Fire and Emergency Medical Services Analyst	6255	06-009	6801	-	7642	-	8841		
Fire and EMS Support Specialist	2148	01-016	6252	6563	6888	7230	7589		
Fire Apparatus/Equipment Mechanic	2145	01-020	7527	7904	8287	8696	9064		
Fire Battalion Chief	2150	04-023	12765	-	-	-	-		
Fire Captain ⁴	2160	04-021	11398	-	-	-	-		
Fire Chief	6253	06-022	14551	-	16364	-	18952		
Fire Department PIO & Public Education Coordinator	6256	06-012	8271	-	9297	-	10753		
Fire Division Chief	2251	04-024	13677	-	-	-	-		
Fire Inspector	2180	04-021	11398	-	-	-	-		
Firefighter	2200	04-017	6388	7069	7749	8428	9118		
Firefighter	2200	04-117	6388	7294	8205	9118	-		
Firefighter/Driver	2210	04-018	10030	-	-	-	-		
Firefighter/EMTA	2220	04-018	10030	-	-	-	-		
Firefighter/Paramedic ⁵	2230	04-020	10577	10668	-	-	-		
Medical Services Officer	2250	04-022	11945	-	-	-	-		
<u>G. HUMAN RESOURCES</u>									
Assistant Human Resources Director	6550	06-017	12041	-	13540	-	15683		
Environmental Health & Safety Specialist	6551	06-012	8271	-	9297	-	10753		
Employee Benefits Coordinator	6553	06-009	6801	-	7642	-	8841		
Environmental Health & Safety Manager	6552	06-014	9504	-	10679	-	12358		
Equity Manager	6562	06-012	8271	-	9297	-	10753		
Human Resources Analyst	6557	06-009	6801	-	7642	-	8841		
Human Resources Business Analyst	6565	06-011	7735	-	8689	-	10059		
Human Resources Coordinator	6554	06-008	6388	-	7181	-	8312		
Human Resources Director	6555	06-019	13256	-	14909	-	17269		
Human Resources Manager	6558	06-015	10205	-	11467	-	13273		
Labor & Employee Relations Coordinator	6560	06-011	7735	-	8689	-	10059		
Labor Relations Program Manager	6561	06-012	8271	-	9297	-	10753		

Category 2: Sensitive Information

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Workers Compensation Coordinator	6559	06-010	7241	-	8142	-	9420		
H. INFORMATIONAL TECHNOLOGY									
Information Technology Director	6062	06-019	13256	-	14909	-	17269		
Information Technology Manager	6055	06-016	10978	-	12338	-	14277		
Information Technology Project Manager	6064	06-014	9504	-	10679	-	12358		
Information Technology Support Specialist I	1384	01-015	5949	6252	6563	6888	7230		
Information Technology Support Specialist II	1386	01-017	6563	6888	7230	7589	7972		
Information Technology Support Specialist Senior	1388	01-019	7230	7589	7972	8376	8791		
Network Engineer I	1396	01-022	8287	8696	9064	9518	9995		
Network Engineer II	1406	01-025	9518	9995	10493	11018	11569		
Network Engineer Senior	1416	01-027	10493	11018	11569	12146	12754		
Security Analyst I	1398	01-022	8287	8696	9064	9518	9995		
Security Analyst II	1408	01-025	9518	9995	10493	11018	11569		
Security Analyst Senior	1418	01-027	10493	11018	11569	12146	12754		
System Administrator I	1392	01-022	8287	8696	9064	9518	9995		
System Administrator II	1402	01-025	9518	9995	10493	11018	11569		
System Administrator Senior	1412	01-027	10493	11018	11569	12146	12754		
System Analyst I	1394	01-022	8287	8696	9064	9518	9995		
System Analyst II	1404	01-025	9518	9995	10493	11018	11569		
System Analyst Senior	1414	01-027	10493	11018	11569	12146	12754		
Telecommunications Assistant	2015	01-010	4664	4897	5136	5393	5659		
Telecommunications Manager	6208	06-010	7241	-	8142	-	9420		
I. INTERDEPARTMENTAL									
Accounting Asst/Customer Svc Representative	2300	01-011	4897	5136	5393	5659	5949		
Accounting Technician	2310	01-012	5136	5393	5659	5949	6252		
Administrative Assistant*	6301	06-107	5679	-	6377	-	7382		
Administrative Coordinator	6302	06-008	6388	-	7181	-	8312		
Administrative Secretary*	6303	06-104	4823	-	5418	-	6271		
Assistant Buyer	1222	01-012	5136	5393	5659	5949	6252		
Associate Engineer - NPE	6304	06-010	7241	-	8142	-	9420		
Associate Engineer - PE	6305	06-012	8271	-	9297	-	10753		
Business Analyst	6710	06-011	7735	-	8689	-	10059		
Buyer	1260	01-016	6252	6563	6888	7230	7589		
Capital Projects Coordinator	6313	06-011	7735	-	8689	-	10059		
Development Construction Supervisor	6311	06-011	7735	-	8689	-	10059		
Electrician	1960	01-020	7527	7904	8287	8696	9064		
Engineering Technician	4260	01-016	6252	6563	6888	7230	7589		
Engineering Technician Trainee	4270	01-014	5659	5949	6252	6563	6888		
Financial Analyst	6306	06-009	6801	-	7642	-	8841		
GIS Programmer/Analyst	4275	01-018	6888	7230	7589	7972	8376		
Maintenance Mechanic	2370	01-017	6563	6888	7230	7589	7972		
Office Assistant	2390	01-008	4229	4438	4664	4897	5136		
Office Specialist	2400	01-012	5136	5393	5659	5949	6252		
Office Technician	2420	01-010	4664	4897	5136	5393	5659		
Principal Engineer	6307	06-015	10205	-	11467	-	13273		
Project Coordinator	6308	06-010	7241	-	8142	-	9420		
Public Service Aide	2425	01-002	3155	3314	3482	3654	3836		
Ranger II	3090	01-014	5659	5949	6252	6563	6888		
Senior Engineer	6310	06-014	9504	-	10679	-	12358		
Senior Financial Analyst	6314	06-011	7735	-	8689	-	10059		
Small Tool & Equipment Repair Technician	2445	01-015	5949	6252	6563	6888	7230		
Supervisor I	2450	01-017	6563	6888	7230	7589	7972		
Supervisor II	2460	01-020	7527	7904	8287	8696	9064		
Transportation Maintenance Technician	3860	01-015	5949	6252	6563	6888	7230		
J. LEGAL									
Assistant City Attorney I	6351	06-009	6801	-	7642	-	8841		
Assistant City Attorney II	6352	06-013	8860	-	9957	-	11519		
Assistant City Attorney III	6353	06-015	10205	-	11467	-	13273		
Assistant City Attorney/Safe Streets Manager	6016	06-016	10978	-	12338	-	14277		
City Attorney	6354	06-022	14551	-	16364	-	18952		
Deputy City Attorney	6355	06-019	13256	-	14909	-	17269		
Lead Prosecuting Attorney	6359	06-016	10978	-	12338	-	14277		
Legal Administrator/Risk Manager	6356	06-015	10205	-	11467	-	13273		

Category 2: Sensitive Information.

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Legal Assistant	2395	01-010	4664	4897	5136	5393	5659		
K. LIBRARY									
Assistant Library Director/Librarian IV	6401	06-013	8860	-	9957	-	11519		
Circulation Assistant II	2606	01-008	4229	4438	4664	4897	5136		
Circulation Assistant III	2609	01-010	4664	4897	5136	5393	5659		
Circulation Assistant IV	2612	01-012	5136	5393	5659	5949	6252		
Circulation Supervisor	2615	01-017	6563	6888	7230	7589	7972		
Digital Services Librarian	2633	01-020	7527	7904	8287	8696	9064		
ILS and Acquisitions Coordinator	2645	01-014	5659	5949	6252	6563	6888		
Librarian I	2624	01-018	6888	7230	7589	7972	8376		
Librarian II	2627	01-020	7527	7904	8287	8696	9064		
Librarian II - Cataloging	2648	01-020	7527	7904	8287	8696	9064		
Library Branch Manager/Librarian III	6403	06-012	8271	-	9297	-	10753		
Library Director	6404	06-019	13256	-	14909	-	17269		
Library Fundraising & Marketing Coordinator	6408	06-010	7241	-	8142	-	9420		
Library Office Specialist	2720	01-012	5136	5393	5659	5949	6252		
Library PC Technician	2762	01-016	6252	6563	6888	7230	7589		
Library Specialist	6406	06-010	7241	-	8142	-	9420		
Library Technical Services Manager/Librarian III	6407	06-012	8271	-	9297	-	10753		
Library Technician II	2636	01-008	4229	4438	4664	4897	5136		
Library Technician III	2639	01-010	4664	4897	5136	5393	5659		
Library Technician IV	2642	01-012	5136	5393	5659	5949	6252		
Northwest Room Assistant	2618	01-008	4229	4438	4664	4897	5136		
Youth Services Assistant	2621	01-008	4229	4438	4664	4897	5136		
Youth Services Manager/Lib III	6402	06-012	8271	-	9297	-	10753		
L. MUNICIPAL COURT									
Assistant Municipal Court Administrator	6451	06-011	7735	-	8689	-	10059		
Detention Monitoring Assistant*	6455	06-107	5679	-	6377	-	7382		
Judicial Assistant	2811	01-012	5136	5393	5659	5949	6252		
Municipal Court Administrator	6452	06-015	10205	-	11467	-	13273		
Municipal Court Security Officer*	6453	06-103	4586	-	5148	-	5963		
Probation Counselor	6454	06-010	7241	-	8142	-	9420		
M. PARKS AND COMMUNITY SERVICES									
Animal Care and Customer Service Assistant	1535	01-008	4229	4438	4664	4897	5136		
Animal Control Officer	1510	01-014	5659	5949	6252	6563	6888		
Animal Services Manager	6201	06-012	8271	-	9297	-	10753		
Animal Shelter Attendant	1530	01-007	4021	4229	4438	4664	4897		
Animal Shelter Volunteer & Foster Supervisor	1515	01-017	6563	6888	7230	7589	7972		
Arborist	3000	01-015	5949	6252	6563	6888	7230		
Assistant Animal Services Manager	6754	06-010	7241	-	8142	-	9420		
Assistant Parks & Recreation Director	6502	06-017	12041	-	13540	-	15683		
Athletic Program Supervisor	3038	01-017	6563	6888	7230	7589	7972		
Cultural Arts Manager	6014	06-014	9504	-	10679	-	12358		
Fundraising Coordinator	6757	06-010	7241	-	8142	-	9420		
Golf and Athletic Supervisor	3037	01-020	7527	7904	8287	8696	9064		
Golf and Grounds Equipment Technician	3025	01-015	5949	6252	6563	6888	7230		
Golf and Park Program Manager	6511	06-012	8271	-	9297	-	10753		
Golf Course Supervisor	3035	01-017	6563	6888	7230	7589	7972		
Groundskeeper/Maintenance Technician II	3020	01-015	5949	6252	6563	6888	7230		
Horticulturist	3040	01-017	6563	6888	7230	7589	7972		
Landscaper	3050	01-015	5949	6252	6563	6888	7230		
Maintenance Technician	3026	01-012	5136	5393	5659	5949	6252		
Park Ranger I	3080	01-012	5136	5393	5659	5949	6252		
Park Ranger Supervisor	3095	01-017	6563	6888	7230	7589	7972		
Parks & Grounds Maintenance Supervisor	3105	01-020	7527	7904	8287	8696	9064		
Parks & Recreation Director	6504	06-019	13256	-	14909	-	17269		
Parks and Facilities Program Coordinator	6507	06-010	7241	-	8142	-	9420		
Parks Business Program Manager	6510	06-012	8271	-	9297	-	10753		
Parks Planning and Capital Development Manager	6512	06-013	8860	-	9957	-	11519		
Recreation Leader	3160	01-009	4438	4664	4897	5136	5393		
Recreation Supervisor	3190	01-017	6563	6888	7230	7589	7972		
Resource Conservation Program Manager	6509	06-012	8271	-	9297	-	10753		
Senior Center Coordinator	1700	01-017	6563	6888	7230	7589	7972		
Senior Center Manager	6753	06-011	7735	-	8689	-	10059		

Category 2: Sensitive Information.

Classification Title	Occup. Code	Range No.	<u>MIN</u> Step A	Step B	Step C	Step D	Step E	Step F	<u>MAX</u> Step G
Shelter Operations Coordinator	6755	06-009	6801	-	7642	-	8841		
Structural Maintenance Supervisor	3100	01-020	7527	7904	8287	8696	9064		
Urban Forester	3210	01-017	6563	6888	7230	7589	7972		
Veterinarian	6750	06-011	7735	-	8689	-	10059		
Veterinary Clinic Coordinator	6756	06-007	6017	-	6760	-	7823		
Veterinary Manager	6758	06-015	10205	-	11467	-	13273		
Veterinary Technician	1525	01-009	4438	4664	4897	5136	5393		
<u>N. POLICE</u>									
Deputy Police Chief	6601	06-021	14184	-	16188	-	18472		
Forensic Imaging Analyst	6611	06-009	6801	-	7642	-	8841		
Parking Enforcement Officer	3420	01-011	4897	5136	5393	5659	5949		
Police Captain	3430	03-014	-	15794	-	-	-		
Police Chief	6602	06-023	14987	-	16855	-	19521		
Police Crime Analyst	6610	06-009	6801	-	7642	-	8841		
Police Inspector	6604	06-017	12041	-	13540	-	15683		
Police Lieutenant	3450	03-013	-	14697	-	-	-		
Police Officer	3460	03-021	7842	8588	10278	-	-		
Police Officer (BLEA)	3475	03-021	7842	8588	10278	-	-		
Police Officer (BLEA) Recruit	3465	03-021	7842	8588	10278	-	-		
Police Officer Entry-Level	3470	03-021	7842	8588	10278	-	-		
Police Property Room Manager	6609	06-011	7735	-	8689	-	10059		
Police Property Room Specialist	3531	01-013	5393	5659	5949	6252	6563		
Police Public Disclosure Manager	6608	06-011	7735	-	8689	-	10059		
Police Public Disclosure Specialist	3525	01-013	5393	5659	5949	6252	6563		
Police Records Unit Shift Supervisor	3505	01-015	5949	6252	6563	6888	7230		
Police Sergeant	3510	03-012	12853	-	-	-	-		
Police Services Program Manager	6606	06-012	8271	-	9297	-	10753		
Police Specialist	3520	01-012	5136	5393	5659	5949	6252		
Records Information Specialist	3530	01-012	5136	5393	5659	5949	6252		
Records Unit Manager	6607	06-011	7735	-	8689	-	10059		
Wellness Coordinator - Police	6613	06-010	7241	-	8142	-	9420		
<u>O. PUBLIC WORKS/ENGINEERING/PUBLIC SERVICES</u>									
Building Inspector	4150	05-023	9080	9443	9823	-	-		
Building Inspector II	4152	05-024	10315	-	-	-	-		
Building Official	6701	06-016	10978	-	12338	-	14277		
Chief Inspector	4170	05-025	11346	-	-	-	-		
City Engineer/Assistant Public Works Director	6702	06-018	12444	-	13992	-	16207		
City Traffic Engineer	6703	06-015	10205	-	11467	-	13273		
Civil Design Technician	4215	01-019	7230	7589	7972	8376	8791		
Code Compliance Supervisor	6612	06-011	7735	-	8689	-	10059		
Code Enforcement Officer	6102	06-009	6801	-	7642	-	8841		
Computer Aided Design (CAD) Manager	6709	06-011	7735	-	8689	-	10059		
Construction Inspector	4210	01-019	7230	7589	7972	8376	8791		
Development Technician	4220	01-019	7230	7589	7972	8376	8791		
Electrical Inspector	4230	05-023	9080	9443	9823	-	-		
Electrical Inspector II	4232	05-024	10315	-	-	-	-		
Capital Program Funding Manager	6708	06-015	10205	-	11467	-	13273		
Permit Services Manager	6706	06-015	10205	-	11467	-	13273		
Permit Support Assistant	4325	01-010	4664	4897	5136	5393	5659		
Permit Technician	4320	01-014	5659	5949	6252	6563	6888		
Permit Technician Supervisor	4315	01-019	7230	7589	7972	8376	8791		
Plumbing/Mechanical Inspector	4340	05-023	9080	9443	9823	-	-		
Plumbing/Mechanical Inspector II	4342	05-024	10315	-	-	-	-		
Public Works Plan Review Supervisor (NPE)	6713	06-013	8860	-	9957	-	11519		
Public Works Plan Review Supervisor (PE)	6714	06-014	9504	-	10679	-	12358		
Senior Signal Technician	4410	01-020	7527	7904	8287	8696	9064		
Traffic Electronic Technician	4420	01-019	7230	7589	7972	8376	8791		
Traffic Electronic Technician Trainee	4425	01-017	6563	6888	7230	7589	7972		
Traffic Operations Supervisor	4441	01-021	7904	8287	8696	9064	9518		
Traffic Signal Electrician	4430	01-019	7230	7589	7972	8376	8791		
Traffic Signal Technician	4435	01-018	6888	7230	7589	7972	8376		
Traffic Technician	4440	01-019	7230	7589	7972	8376	8791		
<u>P. PUBLIC WORKS/UTILITIES</u>									
Assistant Construction Manager	6674	06-013	8860	-	9957	-	11519		

Category 2: Sensitive Information

Classification Title	Occup. Code	Range No.	<u>MIN</u> Step A	Step B	Step C	Step D	Step E	Step F	<u>MAX</u> Step G
Assistant Inventory Control/Dispatch Technician	3600	01-014	5659	5949	6252	6563	6888		
Cement Finisher	3610	01-015	5949	6252	6563	6888	7230		
Construction Manager	6664	06-014	9504	-	10679	-	12358		
Encampment Response Supervisor	4090	01-018	6888	7230	7589	7972	8376		
Engineering Superintendent	6665	06-016	10978	-	12338	-	14277		
Environmental Permit Coordinator	4385	01-020	7527	7904	8287	8696	9064		
Environmental Technician	4395	01-016	6252	6563	6888	7230	7589		
Equipment Operator	3700	01-014	5659	5949	6252	6563	6888		
Heavy Equipment Operator	3720	01-015	5949	6252	6563	6888	7230		
Industrial Waste Inspector	3730	01-019	7230	7589	7972	8376	8791		
Inventory Control Technician	3740	01-017	6563	6888	7230	7589	7972		
Lead Utility Serviceworker	3750	01-017	6563	6888	7230	7589	7972		
Maintenance Superintendent	6662	06-016	10978	-	12338	-	14277		
Maintenance Superintendent/Assistant Public Works Director	6679	06-018	12444	-	13992	-	16207		
Maintenance/Operations Supervisor	6663	06-013	8860	-	9957	-	11519		
Operations Maintenance Manager	6678	06-015	10205	-	11467	-	13273		
Operations Superintendent	6654	06-016	10978	-	12338	-	14277		
Operations Superintendent/Assistant Public Works Director	6666	06-018	12444	-	13992	-	16207		
Plant/Pump Maintenance Mechanic ¹	3820	01-016	6252	6563	6888	7230	7589		
Pretreatment Manager	6655	06-012	8271	-	9297	-	10753		
Public Information/Education Specialist	3809	01-016	6252	6563	6888	7230	7589		
Public Works Budget Manager	6680	06-014	9504	-	10679	-	12358		
Public Works Director	6667	06-021	14184	-	16188	-	18472		
Public Works Finance & Support Services Manager	6658	06-016	10978	-	12338	-	14277		
Public Works Information & Education Officer	6656	06-012	8271	-	9297	-	10753		
Public Works Project Manager	6677	06-012	8271	-	9297	-	10753		
Public Works Supervisor - Sewer/Drainage/Utilities	4082	01-019	7230	7589	7972	8376	8791		
Public Works Supervisor - Streets	4085	01-019	7230	7589	7972	8376	8791		
Public Works Supervisor - TSG/Utilities	4084	01-019	7230	7589	7972	8376	8791		
Public Works Supervisor - Water/Utilities	4083	01-019	7230	7589	7972	8376	8791		
Records Systems Specialist	4400	01-014	5659	5949	6252	6563	6888		
SCADA/Telemetry Technician I	3875	01-019	7230	7589	7972	8376	8791		
SCADA/Telemetry Technician II	3876	01-020	7527	7904	8287	8696	9064		
SCADA/Telemetry Technician Lead	3877	01-021	7904	8287	8696	9064	9518		
Senior Environmental Specialist	6668	06-014	9504	-	10679	-	12358		
Senior Public Information/Education Specialist	3808	01-017	6563	6888	7230	7589	7972		
Senior Records Systems Specialist	4398	01-016	6252	6563	6888	7230	7589		
Senior Wastewater Treatment Plant Operator	6670	06-012	8271	-	9297	-	10753		
Senior Water Treatment Plant Operator	6657	06-012	8271	-	9297	-	10753		
Source Control Inspector	3725	01-019	7230	7589	7972	8376	8791		
Surface Water Inspector	3735	01-019	7230	7589	7972	8376	8791		
Surface Water Manager	6675	06-015	10205	-	11467	-	13273		
Treatment Plant Operator-in-Training	4070	01-012	5136	5393	5659	5949	6252		
Utilities Electrician & Electrical Safe Worker Program Admin	3885	01-021	7904	8287	8696	9064	9518		
Utilities GIS Program Manager	6659	06-011	7735	-	8689	-	10059		
Utilities Maintenance Technician I	3878	01-018	6888	7230	7589	7972	8376		
Utilities Maintenance Technician II	3879	01-019	7230	7589	7972	8376	8791		
Utilities Maintenance Technician III	3880	01-020	7527	7904	8287	8696	9064		
Utilities Records Manager	6660	06-010	7241	-	8142	-	9420		
Utility Laborer	3900	01-010	4664	4897	5136	5393	5659		
Utility Mapping Supervisor	3890	01-019	7230	7589	7972	8376	8791		
Utility Service Worker	3920	01-015	5949	6252	6563	6888	7230		
Utility Services Supervisor	6661	06-012	8271	-	9297	-	10753		
Wastewater Plant Manager	6651	06-015	10205	-	11467	-	13273		
Water Plant Manager	6669	06-015	10205	-	11467	-	13273		
Water Pollution Control Operator I	3940	01-017	6563	6888	7230	7589	7972		
Water Pollution Control Operator II	3950	01-019	7230	7589	7972	8376	8791		
Water Pollution Control Operator III	3960	01-021	7904	8287	8696	9064	9518		
Water Pollution Control Operator IV	3965	01-020	7527	7904	8287	8696	9064		
Water Quality Analyst	3980	01-019	7230	7589	7972	8376	8791		
Water Quality Control Operator	3990	01-017	6563	6888	7230	7589	7972		
Water/Wastewater Quality Process Analyst	6671	06-012	8271	-	9297	-	10753		
Water Quality Technician	4010	01-016	6252	6563	6888	7230	7589		
Water Service Technician ¹	4020	01-016	6252	6563	6888	7230	7589		
Water Treatment Plant Operator I	4040	01-017	6563	6888	7230	7589	7972		
Water Treatment Plant Operator II	4050	01-019	7230	7589	7972	8376	8791		
Water Treatment Plant Operator III	4060	01-021	7904	8287	8696	9064	9518		

Category 2: Sensitive Information.

Classification Title	Occup. Code	Range No.	<u>MIN</u> Step A	Step B	Step C	Step D	Step E	Step F	<u>MAX</u> Step G
Water Treatment Plant Operator IV	4065	01-020	7527	7904	8287	8696	9064		
Welder	4080	01-018	6888	7230	7589	7972	8376		
Q. TRANSIT									
Bus Maintenance Person	4500	02-014	28.19	29.45	30.75	32.12	33.57		
Bus Operator	4510	02-110	30.07	32.14	34.21	36.29	38.44		
Bus Operator ⁴	4510	02-010	-	-	-	-	38.44		
Bus Operator Trainee	4520	02-011	28.15	-	-	-	-		
Communications Technician	3640	01-019	7230	7589	7972	8376	8791		
Director of Everett Transit	6807	06-019	13256	-	14909	-	17269		
Equipment Serviceworker	3710	01-014	5659	5949	6252	6563	6888		
Everett Station Building Manager	6814	06-011	7735	-	8689	-	10059		
Fleet Maintenance Supervisor	3685	01-021	7904	8287	8696	9064	9518		
Fleet Program Manager	6813	06-011	7735	-	8689	-	10059		
Fleet Service Technician	3690	01-019	7230	7589	7972	8376	8791		
Fleet Support Specialist	4549	01-016	6252	6563	6888	7230	7589		
Paratransit Operator	4530	02-113	27.06	28.93	30.79	32.66	34.60	36.52	38.44
Paratransit Operator ³	4530	02-013	-	-	-	-	38.44		
Paratransit Operator Trainee	4540	02-009	25.34	-	-	-	-		
Paratransit Schedule Technician	4545	01-010	4664	4897	5136	5393	5659		
Transit Inspector	4550	02-012	44.21	45.36	47.63	-	-		
Transit Operations Manager	6805	06-015	10205	-	11467	-	13273		
Transit Operations Supervisor	6804	06-011	7735	-	8689	-	10059		
Transit Training/Safety Coordinator	6812	06-010	7241	-	8142	-	9420		
Security Officer	2016	01-011	4897	5136	5393	5659	5949		
Transportation Program Manager	6808	06-011	7735	-	8689	-	10059		
Transportation Services Customer Service Technician	4590	01-010	4664	4897	5136	5393	5659		
Transportation Services Manager	6803	06-015	10205	-	11467	-	13273		
Transportation Systems Manager	6809	06-013	8860	-	9957	-	11519		
Vehicle Electronics Technician	3695	01-019	7230	7589	7972	8376	8791		
Vehicle Maintenance Manager	6810	06-015	10205	-	11467	-	13273		
Vehicle Parts Storekeeper	4547	01-011	4897	5136	5393	5659	5949		

- Section 4: To provide a method of orderly transition from old salary schedules to a new salary schedule, the following shall apply:
- A. Any employee whose base salary under a previous schedule is greater than the base salary provided in the schedule contained in this ordinance shall continue to receive the previous base pay; salaries not covered by collective bargaining will be set per the compensation ordinance.
- Section 5: Day Laborers
- A. Day laborers employed by the City will be rated by their qualifications, experience, nature of duties and background, and compensated at a minimum of no less than the current minimum wage.
 - B. The Mayor and/or his designee together with each Department Head employing day laborers shall establish the rate of pay based on the qualifications, experience, duties and background of each day laborer (other than Parks Department nine-month seasonals).
 - C. The Library Board, together with the Library Director, shall establish the rate of pay of Library Day Laborer employees based on the qualifications, experience, duties and background of each Library day laborer employee.
- Section 6:
- A. There is hereby adopted as part of this salary schedule, longevity pay for those employees who are covered under AFSCME Local 113, Everett Firefighters Local 46, Everett Police Management Association, Everett Police Officers Association, Amalgamated Transit Union Local 883 and the Snohomish County Construction Crafts, per their respective collective bargaining agreements.
 - B. Longevity pay shall not be paid to appointive employees, temporary employees or day laborers (other than Parks Department nine-month seasonals) and elected officials.
- Section 7: There is hereby adopted as part of this salary ordinance an educational incentive plan for commissioned police officers represented by the Everett Police Officers Association. Such officers, upon becoming eligible, may choose to participate in either the longevity plan or the educational incentive plan until completing 12 years of service. After 12 years of service, employees covered by this collective bargaining agreement may participate in both the longevity and the education plans as set forth in the collective bargaining agreement.
- Section 8: There is hereby adopted as part of this salary ordinance an educational incentive plan for employees represented by Everett Firefighter Local 46. Such employees, upon becoming eligible shall receive the educational incentive payment as set forth in the collective bargaining agreement.
- Section 9: Bus Operators/Paratransit Operators who are requested by their supervisors to act as Bus Operator/Paratransit Operator Trainers shall be paid 10% of their base hourly rate premium pay in addition to their regular hourly rate.
- Section 10: Employees represented by AFSCME, Local 113, and Snohomish County Construction Crafts receiving promotions will advance to the same step in the higher classification pay range or shall be assured of a minimum increase equal to one step in the employee's previous classification, whichever is less.
- Section 11: Employees represented by Everett Firefighters Local 46 shall have 3% added to base salary while meeting HAZMAT and Rescue Technician standards and serving as a member of either team.
- Section 12: Upon demotion, an employee shall be paid either at the step in the lower pay range which is the amount equal to the amount s/he had been at in the higher classification or at the highest step of the lower classification if all of the steps in the lower range are below the step the employee has been at in the higher classification.
- Section 13: All employees, except Circulation Assistant I/Shelver and those who are members of the Amalgamated Transit Union, Local 883, who are paid on an hourly basis as hereinafter or herein set forth shall be considered day laborers as defined by the City Charter governing civil service.
- Section 14: The addition of new classification(s) within salary ranges may be made by Council resolution during the life of this ordinance.
- Section 15: Any and all ordinances in conflict herewith of the City of Everett and all amendments thereto be and the same, are hereby repealed.
- Section 16: The effective date of this ordinance shall be January 1, 2024.

Footnotes:

- 1 Plant/Pump Maintenance Mechanic and Water Service Technician: Positions assigned to cross-connection responsibilities and possessing a state certification = 5% above salary
- 2 Fire Captain - 3% added to base salary while assigned as Station Captain
- 3 Firefighter/Paramedic classification - 3% added to base salary while assigned as Lead Paramedic

- 4 Transit Operators hired in the classification prior to 1/1/99

*Non-exempt in accordance with Fair Labor Standards Act

Cassie Franklin, Mayor

Marista Jorve, City Clerk

Date Passed:

Date Valid:

Date Published:

Effective Date:

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Monday, November 27, 2023 1:33 PM
To: Deb Williams
Subject: [EXTERNAL] FW: Everett AquaSox and Funko Field

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners
FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

From: Mike Clemans <daddclemans@gmail.com>
Sent: Monday, November 27, 2023 1:15 PM
To: CFranklin@everettwa.gov; JTuohey@everettwa.gov; PRhyne@everettwa.gov; DSchwab@everettwa.gov; EVogeli@everettwa.gov; BZarlingo@everettwa.gov; MFosse@everettwa.gov
Subject: Everett AquaSox and Funko Field

Good afternoon,

I am writing as a Snohomish County resident, retired High School Athletic Director and member of the Snohomish County Sports Hall of Fame Board.

I am asking the board to please approve the agenda in front of you regarding the next step for Funko Field improvements. This venue plays a vital role in the dynamics of our county in MANY ways. Not only home to the AquaSox but also hosts the Everett Community College, WIAA regional, local high school and countless community events. Any improvements needed by the AquaSox would be greatly appreciated by thousands of County and State residents.

Thank you in advance for listening to and approving the ballpark agenda.

Michael Clemans

Edmonds School District #15
Assistant Athletic Director/Events Manager - Retired
NWIAA District One Elmer Clarkson Award recipient

Deb Williams

From: David Hope <dwhope@comcast.net>
Sent: Monday, November 27, 2023 12:03 PM
To: Cassie Franklin; Judy Tuohy; Paula Rhyne; Donald Schwab; Elizabeth Vogeli; Ben Zarlingo; Mary Fosse
Subject: [EXTERNAL] Everett Aquasox

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Honorable Mayor Franklin and Everett City Council Members:

The Everett Aquasox (formally the Everett Giants) have been providing wholesome family entertainment for the Everett community and beyond since 1984. Due to circumstances beyond their control they need a new ball park and this requires immediate approval by you to begin the Environmental impact statement.

I recognize that there are many demands on the City's financial resources. Please consider the following:

The Aquasox bring a lot of revenue to the City from residence of the county and beyond. As an example we live in unincorporated Snohomish County and have been attending games since 1992 and holding full season tickets since 1994. Last year we spent just under \$2,000.00 with the Aquasox and we are just one couple.

I believe that by providing wholesome family entertainment, the Aquasox in the long term helps reduce future crime. They provide an environment that fosters community spirit and compassion. We have watched many families children grow up and later become contributing citizens to the community as well as continuing the tradition of being Aquasox fans.

They provide a wonderful employment opportunity for young people attending college and high school. We have been privileged to watch some of these young people grow up and become valuable members of the Everett business community.

I strongly encourage you to vote yes on Wednesday to protect this valuable Everett asset.

Thank you for your consideration and your service to the City of Everett.

Sincerely,

David Hope

Deb Williams

From: Buddy K <buddyk86@gmail.com>
Sent: Monday, November 27, 2023 11:29 AM
To: Cassie Franklin
Cc: dannyt@aquasox.com
Subject: [EXTERNAL] AquaSox Baseball Approval Votes

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Cassie Franklin,
I respectfully request your support and approval votes for the two AquaSox items on the agenda at the Wednesday, November 29th Everett City Council meeting. My family has enjoyed many baseball games in Everett. We cannot imagine this gem to be located anywhere but Everett. I am looking for your support and yes votes and want to thank you in advance.

Thank you,
Rosita McGinley

Deb Williams

From: Mark Myers <marmye@microsoft.com>
Sent: Monday, November 27, 2023 12:55 PM
To: Cassie Franklin; Judy Tuohy; Paula Rhyne; Donald Schwab; Elizabeth Vogeli; Ben Zarlingo; Mary Fosse
Cc: Shannon Myers; Mark Myers
Subject: [EXTERNAL] KEEP OUR SOCKS!

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City of Everett Leadership,

I am writing to you as a concerned citizen and a loyal fan of the Everett Aquasox. I have been following the stadium issue closely and I urge you to take action to ensure that our beloved baseball team stays in our city.

Baseball is more than just a sport. It is a tradition, a passion, and a source of joy for many people in our community. I have been attending games since I was a child, and I have shared many unforgettable moments with my family and friends at the ballpark. Just last year, I had the honor of watching my father throw the first pitch on his 83rd birthday. It was a dream come true for him and for me.

The Aquasox are not only an asset for our city's culture and identity, but also for our economy and development. They attract visitors, generate revenue, create jobs, and support local businesses. They also contribute to various charitable causes and educational programs that benefit our youth and our society.

Losing the Aquasox would be a devastating blow to our city and our region. We cannot afford to let that happen. We cannot repeat the mistake that was made with the Sonics. We cannot let go of something that is so valuable and meaningful to us.

You'll see a few photos below from games (we attend quite a few). The first 2 are from last year on my dad's 83rd birthday, he was able to throw out the ceremonial 1st pitch, an event that will forever be etched in our memories. He was like that little boy I never saw, a reminder that this isn't just a game, it's so much more. The last photo was of my Godson, who also got to throw out a 1st pitch on his 14th birthday. Another memory that we talk about all the time.

You have a GM, in Danny, that is in the stands and the community loving on us and touting the Aquasox. He is someone that puts in more hours than most because he is so passionate. You have personalities like Steve Willits, that define what our community is all about through his love and passion for us and this team.

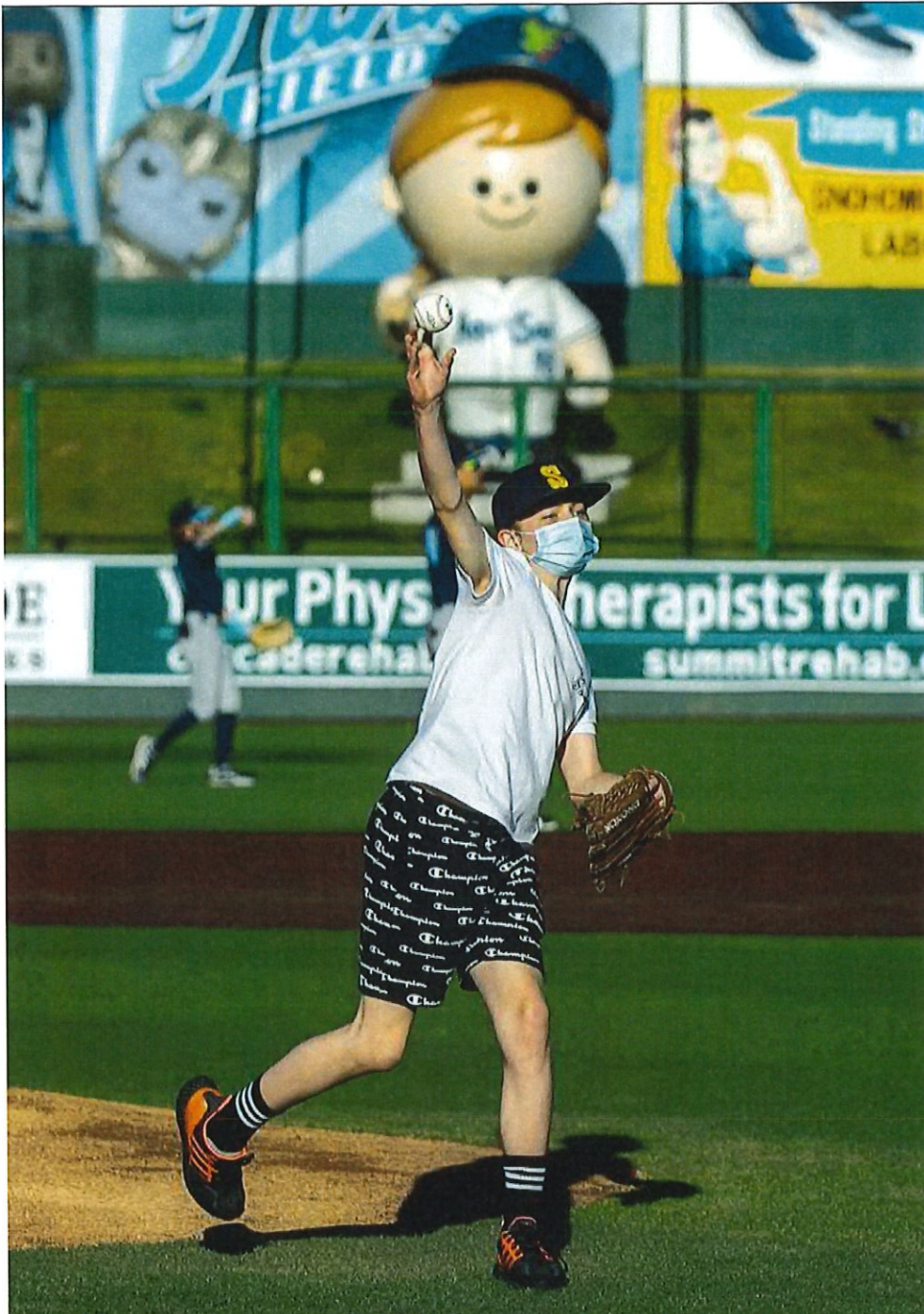
That is why I respectfully ask you to vote in favor of the stadium proposal that will secure the future of the Aquasox in Everett. This is not just a vote for baseball, but for our community, our heritage, and our pride.

It's time for you all to reciprocate that love and passion for community and families by doing the right thing in keeping our Aquasox home in Seattle. We stand with you on Wednesday for a vote of "YES, we are Everett and we are here to support our Sox"

Thank you for your time and attention.







Securely Yours,

Mark Myers

Senior Program Manager

DSR Engineering Excellence Team

C: 206-391-9442

"Alone we can do so little; together we can do so much." – *Helen Keller*

"A life is not important except in the impact it has on other lives." – *Jackie Robinson*

"Spread love everywhere you go. Let no one ever come to you without leaving happier." —*Mother Teresa.*

Deb Williams

From: Mike Clemans <dadclemans@gmail.com>
Sent: Monday, November 27, 2023 1:15 PM
To: Cassie Franklin; Judy Tuohy; Paula Rhyne; Donald Schwab; Elizabeth Vogeli; Ben Zarlingo; Mary Fosse
Subject: [EXTERNAL] Everett AquaSox and Funko Field

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Good afternoon,

I am writing as a Snohomish County resident, retired High School Athletic Director and member of the Snohomish County Sports Hall of Fame Board.

I am asking the board to please approve the agenda in front of you regarding the next step for Funko Field improvements. This venue plays a vital role in the dynamics of our county in MANY ways. Not only home to the AquaSox but also hosts the Everett Community College, WIAA regional, local high school and countless community events. Any improvements needed by the AquaSox would be greatly appreciated by thousands of County and State residents.

Thank you in advance for listening to and approving the ballpark agenda.

Michael Clemans

Edmonds School District #15
Assistant Athletic Director/Events Manager - Retired
NWIAA District One Elmer Clarkson Award recipient

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Monday, November 27, 2023 1:00 PM
To: Deb Williams
Subject: [EXTERNAL] FW: Wednesday Nov 29th Council Meeting Agenda

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners
FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

From: Kathy Hope <khope@comcast.net>
Sent: Monday, November 27, 2023 10:47 AM
To: 'Cassie Franklin' <CFranklin@everettwa.gov>; 'Judy Tuohy' <JTuhoy@everettwa.gov>; 'Paula Rhyne' <PRhyne@everettwa.gov>; 'Donald Schwab' <DSchwab@everettwa.gov>; 'Elizabeth Vogeli' <EVogeli@everettwa.gov>; 'Ben Zarlingo' <BZarlingo@everettwa.gov>; 'Mary Fosse' <MFosse@everettwa.gov>
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: Wednesday Nov 29th Council Meeting Agenda

To Mayor Franklin and Everett City Council Members:

It has come to my attention that you have a meeting scheduled this Wednesday, Nov 29th for voting for the AquaSox Stadium in the process is a state-required Environmental Impact Analysis (also known as SEPA) and the enlistment of a professional project manager to handle the process. The funding for both steps are in front of the Everett City Council for approval. Unfortunately, the vote on both items has been delayed at two council meetings. Further delaying this process will only cause harm to an institution that has made Everett great over many years. PLEASE VOTE FOR THIS ON WEDNESDAY AND DO NOT DELAY ANY FURTHER. The longer it is put off the less likely a positive outcome for the AquaSox and the community as a whole.

Since 1994 my husband and I have had season tickets for our family as it grew up and now just us two every summer. It was our vacation. This brought us from Edmonds for every home game and now from Snohomish for every home game. This brings our money to Everett as a result, and believe me many dollars have been spent in Everett that otherwise would have been spent elsewhere.

Since 1995 we hosted players in our home, sometimes 5 over the season (as they often get promoted) . In their off hours these young men often participated in community projects benefiting Everett, reading to children, building playgrounds, etc. The Everett AquaSox host baseball camps for kids in the community and the players teach the kids and the kids get to meet professional ball players and get to know them as people not just icons on the field. The community benefits are endless.

These season tickets represent to us a summer family community that has developed into helps for one another as well as people we always looked forward to spending evenings together building relationships that stretch beyond the perimeter of the stadium.

The price of our tickets made it affordable for us as a family to attend, but the longer the new stadium is delayed (which is not because we just want one, but MLB has required) the more the price of tickets, souvenirs', salaries, food and upkeep will just increase beyond what most of us can afford. Sooner is better, as penalties will be assessed for not meeting MLB requirements on a timely basis.

We are not the only people to attend outside Everett city limits, we personally know many who travel from Seattle, Kirkland, Marysville, Arlington, Darrington and beyond for many games throughout the season. This benefits the Everett Community.

Personally we enjoy the Stadium the way it is, but change is constant and it is not in our control to continue in the location with the numerous improvements required to keep this team in Everett.

How many times have the Everett AquaSox had major league players come for a rehab assignment? This brings many people from all over and sell outs are inevitable. This is good for Everett.

As a result of our relationship with the Everett AquaSox we do more business in Everett than we would have because coming to the games brings us into town more often. This is good for Everett.

I could continue with all the benefits of getting this process going sooner than later, but I hope you see what I have already pointed out are benefits for the City of Everett that you serve.

PLEASE VOTE FOR THIS ON WEDNESDAY AND DO NOT DELAY IT AGAIN.

Thank you for your consideration,

Respectfully,

Kathy Hope
206 854 8216
7621 129th DR SE
Snohomish, WA 98290

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Monday, November 27, 2023 12:52 PM
To: Deb Williams
Subject: [EXTERNAL] FW: AquaSox funding approval

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

-----Original Message-----

From: Perry Grant <perryrkathyg@gmail.com>
Sent: Monday, November 27, 2023 11:11 AM
To: Cassie Franklin <CFranklin@everettwa.gov>; Judy Tuohy <JTuhoy@everettwa.gov>; Paula Rhyne <PRhyne@everettwa.gov>; Donald Schwab <DSchwab@everettwa.gov>; Elizabeth Vogeli <EVogeli@everettwa.gov>; Ben Zarlingo <BZarlingo@everettwa.gov>; Mary Fosse <MFosse@everettwa.gov>
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: AquaSox funding approval

Dear Mayor and City Council Members of our wonderful city of Everett,

It has recently been brought to our attention that the future of Everett's minor league baseball team is at an important crossroads and is needing your support to approve funding for the SEPA and project manager. We understand that this decision is on the agenda for this Wednesday's meeting.

As you consider your position, I would ask you to first consider how the AquaSox have played an important part in our lives, the citizens of Everett.

We have been season ticket holders for about 4 years and counting. We have invited numerous friends and family from not only Everett, but Snohomish, Marysville, Lake Stevens and other surrounding areas to the games and each has thoroughly enjoyed their time. They commented on how fun and family friendly the ballpark is. They said it was wonderful to not have to endure the stress of traveling down to Seattle to watch a baseball game. They all plan on returning with other friends and family. Even guests from out of state attend games with us and just love the feel of the park.

Every year we also rent out the AquaSox suite and invite friends and family to enjoy the game and the fireworks shows that the AquaSox provide throughout the summer. We've had both young and old participating in this and they all love it!

We believe that Everett has amazing days ahead. It's beauty has been overlooked for many years, but we believe that its brightest days are ahead. Many people are no longer feeling safe to head to Seattle to watch a baseball game or enjoy the waterfront and others just frankly don't want to deal with traffic or the higher prices of parking, games and entertainment. The AquaSox provides a family friendly environment close to home and more affordable allowing all to

enjoy it. It also provides a place for out of town guests to visit and experience what our wonderful community of Everett is like.

The citizens of Everett and our surrounding communities need a place to relax and enjoy some good old fashioned entertainment. Continuing to have the AquaSox as a part of that is an important piece in making Everett a place for many to enjoy.

Thank you for your serious consideration in this matter.

Perry and Raylee (Kathy) Grant
5221 23rd Ave W
Everett, WA 98203

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Monday, November 27, 2023 12:50 PM
To: Deb Williams
Subject: [EXTERNAL] FW: AquaSox Baseball Approval Votes

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

-----Original Message-----

From: Buddy K <buddyk86@gmail.com>
Sent: Monday, November 27, 2023 11:29 AM
To: cfranklin@everettwa.gov
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: AquaSox Baseball Approval Votes

Mayor Cassie Franklin,
I respectfully request your support and approval votes for the two AquaSox items on the agenda at the Wednesday, November 29th Everett City Council meeting. My family has enjoyed many baseball games in Everett. We cannot imagine this gem to be located anywhere but Everett. I am looking for your support and yes votes and want to thank you in advance.

Thank you,
Rosita McGinley

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Monday, November 27, 2023 12:50 PM
To: Deb Williams
Subject: [EXTERNAL] FW: AquaSox Baseball Approval Votes

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

-----Original Message-----

From: Buddy K <buddyk86@gmail.com>
Sent: Monday, November 27, 2023 11:56 AM
To: jtuohy@everettwa.gov
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: AquaSox Baseball Approval Votes

>

> Council Member Judy Tuohy,

> I respectfully request your support and approval votes for the two AquaSox items on the agenda at the Wednesday, November 29th Everett City Council meeting. My family has enjoyed many baseball games in Everett. We cannot imagine this gem to be located anywhere but Everett. I am looking for your support and yes votes and want to thank you in advance.

>

> Thank you,

> Rosita McGinley

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Monday, November 27, 2023 12:47 PM
To: Deb Williams
Subject: [EXTERNAL] FW: AquaSox Baseball Approval Votes

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

-----Original Message-----

From: Buddy K <buddyk86@gmail.com>
Sent: Monday, November 27, 2023 12:29 PM
To: prhyne@everettwa.gov
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: AquaSox Baseball Approval Votes

>> Council Member Paula Rhyne,
>> I respectfully request your support and approval votes for the two AquaSox items on the agenda at the Wednesday, November 29th Everett City Council meeting. My family has enjoyed many baseball games in Everett. We cannot imagine this gem to be located anywhere but Everett. I am looking for your support and yes votes and want to thank you in advance.
>>
>> Respectively,
>> Rosita McGinley

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Monday, November 27, 2023 4:16 PM
To: Deb Williams
Subject: [EXTERNAL] FW: AquaSox Everett

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners
FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

From: Laura Resor <lresor@innventures.com>
Sent: Monday, November 27, 2023 3:42 PM
To: JTuohey@everettwa.gov; cfranklin@everettwa.gov; prhyne@everettwa.gov; dschwab@everettwa.gov; evogeli@everettwa.gov; bzarlingo@everettwa.gov; mfosse@everettwa.gov
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: AquaSox Everett

Hello and good afternoon,

I am writing the members of the Everett City Council to ask for council to approve the agenda items for the AquaSox baseball field.

Having the AquaSox team in Everett is an affordable outing for many Snohomish County residents. Attending games is a fantastic way to bring people together in the community. The interaction with fans and the overall experience of attending a game is so memorable and allows fans young and old to join in the fun and exciting game of baseball.

Thank you for your time and consideration in this matter.

Laura Resor

Seattle Regional Sales Manager
316-461-4814 | lresor@innventures.com
www.innventures.com/seattle | www.innventures.com/portland



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Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Monday, November 27, 2023 4:50 PM
To: Deb Williams
Subject: [EXTERNAL] FW: Aquasox

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners
FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

From: Bill Tsoukalas <btsoukalas@bgcsc.org>
Sent: Monday, November 27, 2023 2:45 PM
To: jtuohy@everettwa.gov; prhyne@everettwa.gov; dschwab@everettwa.gov; evogeli@everettwa.gov; bzarlingo@everettwa.gov; mfosse@everettwa.gov
Cc: cfranklin@everettwa.gov; Danny Tetzlaff <dannyt@aquasox.com>
Subject: Aquasox

Mayor and City Council Members

I want to thank you in advance of Wednesday's meeting for your support of the Everett Aquasox request for funding. As you know, they are an important community asset along with the Silvertips. They are also good corporate citizens who support many non-profit organizations including the Boys & Girls Clubs.

We're very fortunate that Major League Baseball awarded the Aquasox with a franchise when so many other cities across the country struck out. Let's take advantage of this good fortune to build a state-of-the-art facility that will serve to vitalize the community. This is similar to the previous city council decision years ago to support building the Angel of the Winds Arena. If we don't support the Aquasox another community will. Let's make sure that doesn't happen.

As you know, there are too many needs for Memorial Stadium between the local high school teams, Everett Community College baseball and Everett Merchants summer baseball. Trying to squeeze in the Aquasox long season schedule is impossible. The new stadium helps all the teams mentioned.

Bill



BOYS & GIRLS CLUBS
OF SNOHOMISH COUNTY

Bill Tsoukalas, Executive Director

Administration Office
8223 Broadway, Ste 100
Everett, WA 98203
(T) 425-315-7080 (C) 425-501-3361
www.bgcsc.org

GREAT FUTURES START **HERE.**

TO SUPPORT OUR CLUBS CLICK [HERE](#).

Deb Williams

From: steve <steve@americandistributing.com>
Sent: Monday, November 27, 2023 5:01 PM
To: Cassie Franklin; Judy Tuohy; Paula Rhyne; Donald Schwab; Elizabeth Vogeli; Ben Zarlingo; Mary Fosse
Cc: 'Danny Tetzlaff'
Subject: [EXTERNAL] AquaSox Stadium

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mayor Franklin and Council Members

This short letter is to express my support for the Everett AquaSox.

They have been a part of Everett and Snohomish County for a good part of my life. I used to live across the street from the stadium and I've experienced the tens of thousands of baseball fans that have enjoyed an affordable night out at the ball park. Now, years later, I look forward to an enjoyable, family friendly evening with my entire staff from American Distributing at the ballpark. I've also enjoyed our Rotary nights at the park under the tents for a quick meal with our family and friends before the first pitch. I don't want to tell my grandson that the team has moved away!

We don't want to lose this team that is enjoying the opportunity to play at a higher level, but this does come with a price.

Please support the team and allocate the necessary funds for the required SEPA review and Professional Project Manager.

Let's keep this project moving forward and not put it on the back burner.

Thank you for your time and hopefully your support of the AquaSox.

Sincerely
Steve Miller
425-737-7224

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Monday, November 27, 2023 5:08 PM
To: Deb Williams
Subject: [EXTERNAL] FW: AquaSox Baseball Approval Votes

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

-----Original Message-----

From: Buddy K <buddyk86@gmail.com>
Sent: Monday, November 27, 2023 5:04 PM
To: evogeli@everettwa.gov
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: AquaSox Baseball Approval Votes

>>>> Council Member Elizabeth Vogeli,
>>>> I respectfully request your support and approval votes for the two AquaSox items on the agenda at the Wednesday, November 29th Everett City Council meeting. My family has enjoyed many baseball games in Everett. We cannot imagine this gem to be located anywhere but Everett. I am looking for your support and yes votes and want to thank you in advance.

>>>>

>>>> Respectively,
>>>> Rosita McGinley

Deb Williams

From: Catherine Davis <ced0206@comcast.net>
Sent: Monday, November 27, 2023 5:50 PM
To: Cassie Franklin; Judy Tuohy; Paula Rhyne; Donald Schwab; Elizabeth Vogeli; Ben Zarlingo; Mary Fosse; Brenda Stonecipher
Cc: dannyt@aquasox.com; Rick (work) Davis; Catherine Davis
Subject: [EXTERNAL] Everett Aquasox Ballpark Agenda

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Everett City Council Members; Brenda Stonecipher, Paula Rhyne, Donald Schwab, Elizabeth Vogeli, Ben Zarlingo, Mary Fosse, Judy Tuohy and Mayor Cassie Franklin.

I'm writing this to you today with the hope of explaining why having the Aquasox here in Everett is very important to my family and others that support the organization.

We went to our first Aquasox game in 2013 when my son's Challenger baseball team was invited to play an inning with the Aquasox players after a Sunday game. To give you a little background, Little League Challenger Baseball is for children and adults with physical or mental disabilities. The experience was amazing for our son and the other participants, and we were hooked on going to Aquasox games from that point on.

We have continued to play one or two of these games each season (with the exception of a couple of seasons due to the Covid pandemic). In fact, my husband helps organize it each season with the Aquasox front office staff on behalf of Challenger Baseball. The Challenger players that are able to participate look forward to the game(s) each summer as they get to share the field with professional baseball players and have a little fun. So many memories are made that day. It is so wonderful seeing the Aquasox players interact with the Challenger players and forget about their "day jobs" and have fun like kids again.

We started going to games on weekends, but when we discovered our son loved the night games, there was no turning back. We have been season ticket holders ever since, missing only a few home games each season. Watching Aquasox games together is our main family summer activity. It's budget friendly, and wonderful family entertainment, which is hard to come by these days. Our son, who uses a wheelchair and is non-verbal was given his first job as a greeter at the games.

Beyond that, our family has grown by leaps and bounds since going to these games. We have many Aquasox staff members, and other families that frequent the games that have become like family to us. We have also been a "host family" for coaches, and many of the players have become like sons to us and brothers to our son Ryan.

Not having the Aquasox in Everett would be such a huge loss for our family and the community as a whole.

We ask that you please approve the agenda items for the Everett Aquasox ballpark, without further delay.

Sincerely,
Catherine, Rick and Ryan Davis

Deb Williams

From: Kristin Helgeson <kristinkay26@gmail.com>
Sent: Monday, November 27, 2023 7:55 PM
To: Cassie Franklin; Judy Tuohy; Paula Rhyne; Donald Schwab; Elizabeth Vogeli; Ben Zarlingo; Mary Fosse
Cc: Danny Tetzlaff
Subject: [EXTERNAL] Please help keep the AquaSox in Everett

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Franklin and ladies and gentlemen of the City Council,

I ask that you please approve the funding for the SEPA and the enlistment of a professional project manager to help move the process forward of keeping the AquaSox in Everett.

I grew up in an area where major or minor league baseball teams were not accessible without driving a matter of hours. I was never able to meet players or get autographs. I wasn't able to even see a major or minor league game in person until I was 22 years old. The AquaSox make baseball accessible for the Everett community and beyond for children and adults alike.

Very early after my first AquaSox game in the late 90s, I told myself I would eventually get partial season tickets. I got my first 8-game plan in 2002 (plus extra games I bought that weren't in my plan), at the time driving from Renton for the games. As the years rolled by (and I moved farther north), I gradually increased my number of games per season until 2018 when I went full season.

Through the AquaSox, I've been able to see future and current MLB players and players that work and play hard looking for the chance to make it.

I've been able to form friendships with fellow season ticket holders and single game attendees that happen to have bought seats next to mine.

I've been able to bring friends to the games and provide friends with tickets when I can't attend.

I know season ticket holders who give away tickets they can't use to share and increase the joy of baseball and the AquaSox.

The charitable actions and larger community focus of the AquaSox organization speak for themselves. We love our baseball, our AquaSox, and our greater community.

Many thanks for your consideration,
Kristin Helgeson

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Tuesday, November 28, 2023 10:11 AM
To: Deb Williams
Subject: [EXTERNAL] FW: Aquasox assessment

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners
FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

From: Oscar H Lopez <oalopez9295@gmail.com>
Sent: Tuesday, November 28, 2023 9:46 AM
To: Danny Tetzlaff <dannyt@aquasox.com>; Scott Brownlee <scottb@aquasox.com>
Subject: Fwd: Aquasox assessment

FYI

----- Forwarded message -----

From: Oscar H Lopez <oalopez9295@gmail.com>
Date: Tue, Nov 28, 2023 at 9:44 AM
Subject: Aquasox assessment
To: <CFranklin@everettwa.gov>, <council@everettwa.gov>

Dear Honorable Council Members,

I wish to express my sincerest appreciation for the difficult task as a council member. I recognize the duty to uphold the best interest of our community. It requires significant discernment to make a decision. Currently, I would like to add my humble opinion regarding the Aquasox's impact assessments. I have had the pleasure of holding full season tickets for the last 7 years. It has been a personal investment for two reasons: (1) to support the local baseball economy for our businesses and athletes and (2) psychologically for the excitement of participating socially. My family has truly benefited the social community, built close friendships that have developed beyond the off season, and even employed one of our children while in high school and college. I am proud of the fact that this organization has a tight relationship within our community. They have invested nearly 40 years to be here, I feel we need to step up and provide our support.

Thank you for listening,
Best Regards,
Oscar & Anna Lopez (7 year season ticket members)

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Tuesday, November 28, 2023 10:18 AM
To: Deb Williams
Subject: [EXTERNAL] FW: Support for the Everett Aquasox

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners
FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

From: Debbie and Kipp Strong <bugubrewingco@gmail.com>
Sent: Tuesday, November 28, 2023 10:07 AM
To: Cassie Franklin <CFranklin@everettwa.gov>, Judy Tuohy <JTuhoy@everettwa.gov>, Paula Rhyne <PRhyne@everettwa.gov>, Donald Schwab <DSchwab@everettwa.gov>, Elizabeth Vogeli <EVogeli@everettwa.gov>, Ben Zarlingo <BZarlingo@everettwa.gov>, Mary Fosse <MFosse@everettwa.gov> <CFranklin@everettwa.gov>
Subject: Support for the Everett Aquasox

I am writing to encourage you to vote on anything that will keep the Aquasox in Everett. I have lived in the area since 1992, and have attended many games at the park. I currently live in and own a business in Monroe. When my children were young, we frequently attended games. This was an event that was affordable for our young family. My boys who are now in their twenties still talk about games that we attended when they were young. I am now a season ticket holder, and still attend games with my boys. When I go to games I see young families attending and I remember the days of attending with my children. This is a great way for families to attend a professional sporting event and not have to spend tons of money. I've seen the way the community comes together to support this team, and take ownership. To lose the team would be a huge hit to the community. While we have the Mariners close, for baseball fans it's not always financially feasible to attend those games. Not having the team in the area would be a huge hit to not only Everett, but the surrounding areas. In this time it is always refreshing to see a community coming together with one goal to see their team win. I know it's a lot of money, but I also believe the return on investment is bigger. I implore to support the Aquasox and baseball fans in the region. Thanks for your time.

Kipp Strong

Kipp Strong
Bugu Brewing Company
360-243-3364
www.bugubrewing.com

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Monday, November 27, 2023 2:06 PM
To: Deb Williams
Subject: [EXTERNAL] FW: AquaSox Baseball Approval Votes

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

-----Original Message-----

From: Buddy K <buddyk86@gmail.com>
Sent: Monday, November 27, 2023 1:47 PM
To: dschwab@everettwa.gov
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: AquaSox Baseball Approval Votes

>>> Council Member Donald Schwab,
>>> I respectfully request your support and approval votes for the two AquaSox items on the agenda at the Wednesday, November 29th Everett City Council meeting. My family has enjoyed many baseball games in Everett. We cannot imagine this gem to be located anywhere but Everett. I am looking for your support and yes votes and want to thank you in advance.
>>>
>>> Respectively,
>>> Rosita McGinley

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Monday, November 27, 2023 9:47 PM
To: Deb Williams
Subject: [EXTERNAL] FW: Please help keep the AquaSox in Everett

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners
FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

From: Kristin Helgeson <kristinkay26@gmail.com>
Sent: Monday, November 27, 2023 7:55 PM
To: Cassie Franklin <CFranklin@everettwa.gov>; Judy Tuohy <JTuhy@everettwa.gov>; Paula Rhyne <PRhyne@everettwa.gov>; Donald Schwab <DSchwab@everettwa.gov>; Elizabeth Vogeli <EVogeli@everettwa.gov>; Ben Zarlingo <BZarlingo@everettwa.gov>; Mary Fosse <MFosse@everettwa.gov>
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: Please help keep the AquaSox in Everett

Dear Mayor Franklin and ladies and gentlemen of the City Council,

I ask that you please approve the funding for the SEPA and the enlistment of a professional project manager to help move the process forward of keeping the AquaSox in Everett.

I grew up in an area where major or minor league baseball teams were not accessible without driving a matter of hours. I was never able to meet players or get autographs. I wasn't able to even see a major or minor league game in person until I was 22 years old. The AquaSox make baseball accessible for the Everett community and beyond for children and adults alike.

Very early after my first AquaSox game in the late 90s, I told myself I would eventually get partial season tickets. I got my first 8-game plan in 2002 (plus extra games I bought that weren't in my plan), at the time driving from Renton for the games. As the years rolled by (and I moved farther north), I gradually increased my number of games per season until 2018 when I went full season.

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The charitable actions and larger community focus of the AquaSox organization speak for themselves. We love our baseball, our AquaSox, and our greater community.

Many thanks for your consideration,
Kristin Helgeson

From: [Ethan Coffey](#)
To: [DL-Council](#)
Cc: [Angela Ely](#)
Subject: [EXTERNAL] Everett Stadium Resource
Date: Wednesday, November 29, 2023 8:33:48 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Everett City Council,

I'll have 3 minutes to speak tonight, but I wanted to send over the attached documents showing potential for the future of a Stadium in Everett, not only for baseball, but for a vast array of entertainment. Neither of these documents have been edited for y'all, they were initially sent to the Aquasox front office and to the Mayor's Stadium Committee, which I was asked to join.

The lack of effort by current Aquasox management to utilize the current stadium to its fullest potential is not the fault of the Everett taxpayers. If Everett is to continue to grow as the North Star of Seattle's compass rose, we need to invest in the city's infrastructure and provide more reasons for locals, tourists and the greater PNW community to come to Everett and spend their money here.

With innovative and creative solutions integrated into an updated ballpark, we can create a beautiful venue that beckons visitors in to Everett. If you vote no tonight, the chances of professional baseball remaining or returning to Everett are slim to none.

I ask of you, please vote yes, but feel free to include provisions that ensure that poor use of current facilities won't continue at the new ballpark.

Thank you and please feel free to reach out, I am happy to meet with any or all of you to future educate and answer questions around this project.

All the best,

Ethan Coffey
Port Gardner - Everett
206-422-3075

☐ Everett Stadium Project - Initial...

☐ Cover Letter - Aquasox - Ethan Coffey

Dear Mr. Tezlaff, Mr. McMahon and whomever may be concerned,

Since I was a child growing up in Lynnwood, playing a variety of sports around Snohomish County, I've been passionate about giving back to our region and optimizing the area as a leader on the cutting edge of sports opportunities for our residents. Snohomish County has been a development hotbed for talent across multiple sports and the expanding population is leading to the perfect storm for the Everett Aquasox to become a leader not only for the state, but for the West Coast and the country in terms of the Minor League experience. I'm excited about the potential to join your team permanently after spending this season as the Trackman Operator on gameday. Given the opportunity, I see myself as an ideal fit, bringing my passion for sports, love for the area and experience working in the sports arena.

In previous roles for the Cincinnati Reds, the Los Angeles Angels and, most recently, Hawk-Eye Innovations, I've been exposed to many athletes, coaches and sports at many levels, working at a multitude of events, including (but not limited to) the Super Bowl, the Rugby 7s World Cup and the Little League World Series. Though all of those are events which involve professional athletes, the scale and planning required to prepare for such large events has prepared me for all events hosted by the Aquasox, on and off the field. With Hawk-Eye, I managed accounts for three MLB organizations as well as operating, troubleshooting and aiding in the development of their video replay software. The wide range of skills I honed during that time has allowed me to show my organizational abilities as well as constantly innovating new ways to advance the company, both of which are skills necessary to advance Funko Field as a champion of sporting events.

On a local level, I previously coached a 15U travel baseball team for the Seattle Tides organization based in Mukilteo and worked as a Data Research and Economic Analysis Intern for Economic Alliance Snohomish County (EASC), both of which directly correlate with the skills required to promote and sell the Aquasox as a premier sports event destination. My coaching experience has developed my abilities to connect with local youth organizations, as well as organize a schedule of practices, games and tournaments. My time with EASC gave me the opportunity to learn about revenue streams for the county, help prepare events at local venues for potential donors and promote our county as the ideal venue for major corporations and organizations to host their events.

From my time with other minor league organizations, I can also contribute ideas for gameday if new ideas are required there as well. Below are a few I thought of throughout this year in the press box:

- Pitcher Warmup Songs: Takes this airspace out of the hands of the PA and plays a song the pitcher personally requests to get him pumped up
- Food Trucks: Either Friday in conjunction with Funko Friday or just get food trucks every night to allow for a diverse choice of local foods and potentially a rotation of different foods, keeping the user experience fresh each game
- Mariners Jersey Night (Turn Ahead The Clock Night): Players wear Mariners' jerseys to auction off after the game and there's a future theme to the night
- Kraken Night: With the new NHL team, you could partner with them next year to bring new fans for both teams. This also could be done with the Silvertips late in the season each year since they'll be promoting the start of their season

I believe my passion for sports, versatile experience and love for the Aquasox make me the ideal candidate to be your next employee. I look forward to hearing from you.

Thank you for your time,

Ethan Coffey

Everett Stadium Project - Initial Thoughts

AUG 16 2022

Current Issues

Locker Rooms

- Outdated, small, poor kitchen facilities
- Not a great place to hang out all day
- No direct connection from clubhouse to dugout/field

Field Size

- Fence needs to be deeper for higher level of play
- No wrap-around concourse

Batting Cages

- Distance from lockers is extreme
 - No direct connection or privacy

Bullpens

- No covered bullpen
- No privacy or direct connection from locker room

Concessions

- Only one concessions window on the 3B Line
- Ivar's is only local food provider
- Bland, traditional ballpark food

Improvement Points

MLB Compliance Guidelines

- Most new stadiums are in a better spot than Funko Field
- Not a positive review of the current stadium: <https://youtu.be/r2ir-LVzQzo?t=698>
- **Bottom Line: If the Mariners are happy, they'll stay**

Local Connections

- Mariners Connection
 - Many Red Sox affiliates have some form of the 'Green Monster' at their home field to give the fans a connection to the MLB team
 - Hit It Here Cafe in RF? Bullpens in LF? Hand-operated scoreboard down LF line?
 - Potentially host a few Spring Training games in Everett
 - Storm games in Everett were a huge success
 - Mariners can engage a wider fanbase immediately before the season begins
- Local Sponsors
 - Connection to the local area is something that makes new fans feel included
 - Breweries
 - Scuttlebutt, At Large, Crucible, The Independant Beer Bar
 - Distilleries
 - Bluewater, James Bay, Scratch (Edmonds), Whidbey Island
 - Food Options
 - Dick's Burgers
 - Food Trucks
 - Nightly food options could allow for a diverse selection
 - Inclusive of many cultures
 - Requires less kitchen space in the actual stadium
 - Taco trucks? See Everett Farmers Market
 - Unique, headline grabber

-
- Pizza Option: Brooklyn Bros > Alfy's
 - Boeing
 - Naval Base/Port of Everett

 - Tulalip Tribes
 - Sports gambling is now legal in Washington, Tulalip would have a huge interest in opening a sportsbook in or around the stadium.
 - Unsure on the specifics/laws involved here, but it's being done elsewhere and could be the ticket in to get Tulalip funding
 - <https://ftw.usatoday.com/2022/02/stadium-arena-sportsbook>
 - Native art or design aspects included in stadium?
 - Tulalip was in on the Mariners naming rights, but T-Mobile closed the deal
 - Funko Field @ Tulalip Tribes Stadium?
 - Naming rights could eliminate Tulalip as a potential contender for stadium location
 - Collaborate with Tulalip artists to create alternate uniform for "Tulalip Night"
 - Auction postgame

Technology

- Press Box Restroom (Immensely important for your gameday press box staff)
- Camera friendly (both TV and press)
 - MiLB.tv
 - CF camera
 - Easy roof access behind home plate
 - Camera wells
 - Tracking cameras
- Quality Wifi for fans
- HD Jumbotron
 - Better to get top of the line now than to replace it in five years when it's outdated
- Electronic ad boards (exponentially more useful and profitable than stationary ad boards)

-
- Most new stadiums host a minor league all star game soon after opening

Versatility

- Artificial Turf vs Natural Grass
 - Non-Rubber Filler? Coconut Fiber?
 - Natural Grass needs to be meticulously maintained, especially around non-baseball events
- Retractable/Removeable Mound
 - Esto Retractable (<https://www.esto retractable.com/>)
 - See Texas Rangers new stadium
- Non-Baseball Events
 - Concerts
 - Comedians
 - Graduations/Prom/School Events
 - Basketball/Tennis/Pickleball
 - Outdoor Movies (on the batters eye in CF)
 - Crossover events with Angel of the Winds Arena
 - State/National Championships (WIAA, D1, D3, CCs)

Accessibility

- Value Menu
 - Food options for the fan that would normally avoid ballpark food because it's overpriced
 - See Mercedes-Benz Stadium in Atlanta
 - <https://mercedesbenzstadium.com/mercedes-benz-stadium-cuts-food-prices-second-time/>
 - Classic ballpark foods
 - Soda, hot dogs, popcorn, etc
 - Brings in \$ that would be spent either at the grocery store or on fast food
- ADA fans

-
- Large handicapped population within Aquasox fanbase
 - Additional handicapped parking
 - ADA ramps and elevators
 - LEED Certification
 - Can bring in more \$ from USGBA
 - Grabs headlines
 - [https://ballparkdigest.com/2019/02/04/oracle-park-certified-leed-platinum/#:~:text=In%20a%20first%20among%20MLB,Green%20Building%20Council%20\(USGBC\)](https://ballparkdigest.com/2019/02/04/oracle-park-certified-leed-platinum/#:~:text=In%20a%20first%20among%20MLB,Green%20Building%20Council%20(USGBC))

Premium Options

- Suites
 - Funko Field has 1 and it's not even a true suite
 - Below ground suites? (i.e. TEX)
 - <https://www.mlb.com/rangers/tickets/premium/suites/field-suites>
 - Cheney Stadium has at least 6, sell them every game to groups and businesses
 - **These are the money makers**
- Premium Parking
 - Charge an arm and a leg, but give away public transportation vouchers like Climate Pledge Arena
- Beer Garden
 - Sponsored by a local brewery
 - Ballpark-exclusive brew collaboration (Maybe a summer shandy?)

Fan Engagement

- Promo every night
 - See Tacoma's promo schedule
- Improve inclusivity (Boys & Girls Club, MLB's RBI Initiative)
- Include Seattle North Country/Snohomish County Sports Commision

Merchandise

- Uniforms available for sale
 - Former and current players
- Open Team Store outside of game hours
- Larger team store

Surrounding Area

- Many stadiums have built retail, entertainment and apartment buildings around new stadiums
 - Some MLB teams have committed to housing their minor leaguers during the season, so a splitting funding with the Mariners for construction is likely
 - Example stadium/multi-use facilities: Arizona Cardinals, Atlanta Braves, Gwinnett Stripers, Greensboro Grasshoppers
 - Atlanta Braves' "The Battery": <https://www.batteryatl.com/our-story/>
 - Gwinnett:
<https://www.ajc.com/news/local-govt--politics/would-huge-mixed-use-project-help-heal-gwinnett-coolray-wounds/GqOg9WhkqcCqD71X3rMwQM/>
- Easy access to I-5, train station & future Light Rail
- High visibility from I-5 attracts attention of locals and anyone passing through
- Highlight the mountainous backdrop

From: Cassie Franklin
Sent: Monday, November 27, 2023 8:40 AM
To: Brenda Stonecipher
Cc: Angela Ely; Scott Pattison
Subject: FW: [EXTERNAL] Everett AquaSox Baseball.....

Category 2: Sensitive information

President Stonecipher,
I noticed you were not copied so sharing with you as well.
Thank you,
Cassie



Cassie Franklin
Mayor
425.257.7119 | 2930 Wetmore Ave., Everett, WA 98201
everettwa.gov | [Facebook](https://www.facebook.com/everettwa) | [Twitter](https://twitter.com/everettwa)

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From: Randy Hansen <randy@psgwa.com>
Sent: Monday, November 27, 2023 8:27 AM
To: Cassie Franklin <CFranklin@everettwa.gov>; Judy Tuohy <JTuhoy@everettwa.gov>; Paula Rhyne <PRhyne@everettwa.gov>; Donald Schwab <DSchwab@everettwa.gov>; Elizabeth Vogeli <EVogeli@everettwa.gov>; Ben Zarlingo <BZarlingo@everettwa.gov>; Mary Fosse <MFosse@everettwa.gov>
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: [EXTERNAL] Everett AquaSox Baseball.....

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Good morning, everyone.

I know that you have an important decision to make here soon regarding the Everett AquaSox. In a time where our city is stressed with 21st century issues, the worst decision you could make would be to send one of our few clean, family friendly options packing. Is it a cost, yes. In a time where we seem to be spending significant dollars of the budget on 'defense', maybe it is time to seriously consider spending on 'offense'. Let's continue to support things in our community that bring significant joy in a positive, healthy environment.

I encourage you to take the next step and fund the Impact Analysis with a professional project manager leading. The AquaSox have made a positive impact for years in our community. Please don't let them disappear. Thank you!



Randy K. Hansen
President

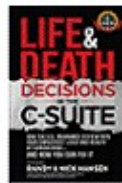
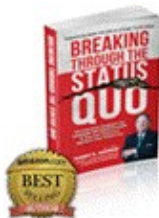
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From: Kyle Dye <dyekyle1@gmail.com>
Sent: Tuesday, November 28, 2023 2:16 PM
To: DL-Council
Subject: [EXTERNAL] November 29 Council Meeting - Aquasox

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Hello,

I am an Everett resident, and would like to submit a comment for the November 29 council meeting. I would like to ask the council to invest in the needed steps to keep the Aquasox team in our city. As someone who grew up playing baseball in Everett and went on to play in college, having a local team is important to me and I hope will be available for future generations as it was when I was a kid. Please vote to take action to keep the Aquasox in Everett.

Thank you for considering my comment.

Kyle Dye

From: [Paula Rhyne](#)
To: [Angela Ely](#)
Subject: FW: [EXTERNAL] Everett Baseball Stadium
Date: Monday, November 27, 2023 5:41:53 PM

Category 2: Sensitive information

Paula Rhyne, MPA (she/her)
Everett City Councilmember, District 2
425.257.8703 | 2930 Wetmore, Suite 9-A, Everett, WA 98201
www.everettwa.gov | [Facebook](#) | [Twitter](#)

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-----Original Message-----

From: Bob Bavasi <Bob@BavasiSports.com>
Sent: Sunday, November 26, 2023 7:33 PM
To: Paula Rhyne <PRhyne@everettwa.gov>
Subject: [EXTERNAL] Everett Baseball Stadium

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Member Rhyne:

In 1983, we purchased the long-time Walla Walla, Washington baseball team. In order to meet the then-current facility standards, we moved the ballclub to Everett to start the 1984 season after the City of Everett made the required improvements to Everett Memorial Stadium.

The history of professional baseball, of which Everett is a part, shows a constant: the investment of funds for stadium improvements as needs arose. The forces driving such improvements include safety, fan experience, player needs, and decisions of the sport governing bodies. A venue that keeps up with the demands of this changing environment will always have a team. A venue that falls behind will not. More cities desire teams than have them. These are sports truisms.

There are plenty of examples of these truisms. Here are but a few: Ontario, California, a city without a team and hoping to attract one, earlier this year increased its sales tax so as to have funds at the ready to fund, among other things, a new minor league baseball stadium. The team in Oakland, California, in quest of a better facility, will soon relocate to Las Vegas, Nevada. St. Petersburg, Florida, built a ballpark with no team, hoping to attract one, which it did.

You have the wind at your back as you ponder this. You have had 40 years of successful pro ball in Everett. Each operator following us has steadily improved the operation. The operators you have now are simply stellar. You are affiliated with the Major League Baseball team just down the road. Baseball-wise, it is as close to perfection as you can get.

As American City and County magazine noted last year, "Minor league baseball has proven to be a successful

catalyst and supportive community partner, not only for the revitalization of mid-sized cities across the country, but as a focal point and gathering place for residents and visitors.”

There are as many different ways to fund ballparks as cities doing so. Federal, state, county, city, hotel/motel funds, naming rights, and tenant rent are some of the more obvious methods being used. It seems, however, that to make a reasonable decision on whether to keep baseball in Everett or not, you need to know exactly what is hoped to be built and where. And it is hard to tackle any of that until you have the proposed studies with a thorough vetting of each site.

All the best,

Bob and Margaret Bavasi
2030 Grand Ave, Everett, WA 98201

cc: Mayor Cassie Franklin
Everett City Council Members

From: Jeramy Olson <jeramysfl@icloud.com>
Sent: Monday, November 20, 2023 3:04 PM
To: DL-Council
Subject: [EXTERNAL] Not so FunnyKo field

Follow Up Flag: Follow up
Flag Status: Completed

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Elected council members,

Funk Field, this is so frustrating. Why is there not an option to only study remodeling the existing location? The only option the city can afford is a remodel.

I find it very disappointing as should those who are elected that this has been in the works for over a year and a half and we are only now getting some information before the holidays and it's time sensitive critical the council approved funding over \$1 million to study the idea of impacts if we are to spend millions and millions of dollars.

This idea that the state money will cover this cost is ridiculous. The state always puts their money in at the end of a project never at the beginning. I can promise there won't be a legislature change that will be made to allow the city to use the money for this study. That seems very foolish to think the state will change the availability of this money to appease the city. I can just hear it now when the legislature won't change and how it's not anyone's fault they did their best and they tried but unfortunately the state will only pay for the project which will now cost \$80-\$100 million.

The only thing we need to study is what it would cost to do at the current land and or remodel the stadium. That's not being offered as an option because this is how a new stadium will get crammed down the taxpayers throats. There has been plenty of time to inform the taxpayers and counsel about this topic and the information has been requested more than once to have this. Come in at the 12th hour seems a bit like the council is being put on the spot to vote for something that no one really understands, and if you don't vote yes then you hate baseball. I am sorry I just don't like the lack of transparency on this project and people's agendas.

Cheers

Jeramy J Olson
Technical Director
Long Sleeves For Life
206-200-9615

"It's become appallingly obvious that our technology has exceeded our humanity." ~Albert Einstein

From: Katherine Dye <kgdye@outlook.com>
Sent: Monday, November 27, 2023 10:13 AM
To: DL-Council
Subject: [EXTERNAL] AquaSox Comment for Nov. 29 Council Meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am writing to express my support for the city's efforts to keep the Everett AquaSox in our city. I grew up in Everett, and have recently moved back after living closer to Seattle. One of the things that brought me back to Everett are the opportunities for recreation provided by our local sports teams, particularly the AquaSox. After living in larger cities and attending many baseball games, I especially appreciate the affordable tickets, great seats, and special events like "Bark in the Park" that the AquaSox provide. Investing in the future of baseball in our city is a wise choice for Everett's current and future residents—and something I hope council will be happy to support. I urge you to approve the contract to move forward with the necessary work to determine the location options, so we don't lose the great community amenity the AquaSox brings to Everett.

Thank you for the opportunity to provide a comment on this issue. I am hopeful council will listen to constituents, and take the necessary steps to keep the AquaSox in Everett.

Katherine Gwyn Dye
Everett resident, City Council District 1

--

Katherine Gwyn Dye
Assistant Attorney General
Labor & Industries Division
Cell: 425-614-9772 | Work: 206-798-5121

From: Paula Rhyne
Sent: Monday, November 27, 2023 5:42 PM
To: Angela Ely
Subject: FW: [EXTERNAL] Support of Everett Aquasox Agenda Items

Category 2: Sensitive information

Paula Rhyne, MPA (*she/her*)
Everett City Councilmember, District 2
425.257.8703 | 2930 Wetmore, Suite 9-A, Everett, WA 98201
www.everettwa.gov | [Facebook](#) | [Twitter](#)

-
[Register to Vote](#)

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From: Glenn McLoughlin <g.mcloughlin@ubreakifix.com>
Sent: Monday, November 27, 2023 12:24 PM
To: Cassie Franklin <CFranklin@everettwa.gov>; Judy Tuohy <JTuhoy@everettwa.gov>; Paula Rhyne <PRhyne@everettwa.gov>; Donald Schwab <DSchwab@everettwa.gov>; Elizabeth Vogeli <EVogeli@everettwa.gov>; Ben Zarlingo <BZarlingo@everettwa.gov>; Mary Fosse <MFosse@everettwa.gov>
Subject: [EXTERNAL] Support of Everett Aquasox Agenda Items

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Honorable Mayor and Honorable Members of the Everett City Council,

My name is Glenn McLoughlin, a long Everett business owner and longtime supporter of the Everett Aquasox.

I am reaching out to express my strong support for the building or redevelopment of a new Baseball facility for the Everett Aquasox and the council's agenda items to support that effort.

As a dedicated supporter and longtime season ticket holder of the Everett Aquasox over the years, I believe it is crucial for the city to take the necessary steps to ensure the continued success and presence of professional baseball in Everett.

As you all may be aware, the recent restructuring of Minor League Baseball (MiLB) by Major League Baseball (MLB) has elevated the Aquasox to a higher level, marking a significant milestone in their journey. The implications of these changes, including an extended season and revised facility standards, underscore the pressing need for a modernized facility that meets the demands of the evolving landscape of professional baseball.

Everett has a longstanding tradition of supporting minor league sports, exemplified by the unwavering support for the Everett Silvertips in the WHL and building Angel of the Winds Arena, a first-class facility to help support that minor league sports franchise. The potential redevelopment or building of a new facility for the Everett Aquasox presents a "build it and they will come" scenario that aligns with our city's passion for sports and community engagement.

The impending deadline set by MLB for all minor league ballparks to meet the new standards by 2025 adds urgency to the situation. The approval of the items on the Everett City Council agenda is paramount for the continued progress and sustainability of the Everett Aquasox. Failure to secure approval may jeopardize the future of professional baseball in our community, a scenario that none of us wish to contemplate.

As a former Lake Stevens City Councilman of 10 years, I understand the need to take a cautious and measured approach to any new endeavor; however, continued delays could seriously jeopardize the positive progress made so far. I urge you to support the agenda items before you, emphasizing the significance of Everett Aquasox Baseball to our community.

For many of us, the Aquasox represents cherished memories and valuable experiences, from annual traditions with family to unique personal connections and the joy of attending a game that transcends the sport itself. The Aquasox symbolizes more than just a baseball game; they embody a way of life and serve as an inclusive and affordable source of entertainment for individuals of all ages. For me personally, I have hosted several minor league baseball players in my home over the years, many of whom have gone on to have major league careers. These cherished memories, for me and my family, will live in our hearts for generations.

In conclusion, I implore the Everett City Council to prioritize the approval of the crucial agenda items before you, recognizing the profound impact of the Everett Aquasox on our community and the collective significance of maintaining their presence in Everett's sports landscape.

Thank you for your attention to this matter, and I trust that you will make the decision that aligns with the best interests of our community.

Sincerely,

--

Glenn McLoughlin

President

iDoctor Cell Phone and Tablet Repair LLC



d.b.a



What Can We Fix For You Today?

e: g.mcloughlin@ubreakifix.com

From: [Victoria Mason](#)
To: [DL-Council](#)
Subject: [EXTERNAL] CB 2310-59 - Riverfront Development
Date: Saturday, November 25, 2023 8:10:02 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing today to express my opposition to ordinance CB 2310-59, which would authorize Shelter Holdings to replace a promised cinema complex with a private pay pickleball sports center. This seems like a classic bait and switch tactic.

There were many Everett citizens, including myself, who were leery of the Riverfront development in the first place. I did not want to see the open space next to the river filled with apartments and retail. I enjoyed the view and the natural ecosystem as it was. But as "progress" marched on, I had to resign myself to the inevitability of the project. I consoled myself, my family and friends with the prospect of elements in the new neighborhood that would actually be of value to the entire Everett community. As news was disseminated about a higher-end grocery, a movie theater, restaurant, retail shops and the public access to parks, the riverfront and connector to the Lowell trail, I learned to appreciate and look forward to the more positive aspects of the development.

The recent news of the possible elimination of the movie theater and the incongruent substitution of a sports complex is very upsetting! Pickleball, really? I have gleaned that this relatively new sport is gaining in popularity, but it is still not mainstream and seems to be a boutique choice. This is not something that an average Everett citizen will be participating in. Moreover, it would not be freely open to the public, in the way the Clark Park tennis courts are. As a pay for play business, even fewer Everett residents would be inclined to try it. This niche sports center would be catering to out-of-town afficianados, and it is a snub to the average taxpayers of this community.

Everyone loves movies! I was looking forward to having a mainstream theatre close to the city center -- walking distance from my house -- and not having to drive to Alderwood or even to south Everett. I was planning on purchasing a membership from whatever company would be operating the business so I could attend regularly. I could see myself making a night of it with my family by having dinner at a restaurant next to the theater, or combining a matinee with an afternoon of shopping in the development.

There is no vision of my future that would EVER include patronizing a pickleball establishment, as either a player or observer. Nor would anyone I know do so. In fact, if the Council decides to cater to this whim of the developer, you may find constituents boycotting the other businesses located at Riverfront.

Please vote No on this ordinance, and instead require Shelter Holdings to honor the plans as originally represented to the Council and the citizens of Everett.

Victoria Mason
2527 Baker Avenue
Everett WA 98201
206-351-9102

From: [Derick Evans](#)
To: [DL-Council](#)
Subject: [EXTERNAL] Regarding Waits Motel
Date: Friday, November 17, 2023 11:25:15 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Council Members,

I think we need to look at this again. I personally have called on open drug use at Waits in the past. And I celebrated its condemnation. That was from my perspective of how it certainly **was**. My perspective on this situation is changing.

In light of learning more about what Emily has and is doing at Waits's, I think we need to pump the brakes. We might have a real opportunity to partner with someone in the community who is really trying to help people in need.

Let's check the crime data since Emily's management. What is the % variance of crime change measured against Everett as a whole?

If the data shows improvement, even marginally, we need to consider ways to support her. It's a cheap existing structure and you have a willing manager. I'm sure social workers would love to partner with someone like Emily. I'd take this chance over building another low barrier that's nearly ruined in 4 years.

I ask that you please reconsider what is to be done with Waits Motel and consider the opportunity to extend city resources to assist Emily's mission.

Derick Evans
425-445-4587
732 Wetmore Ave
Everett, WA 98201

From: Paula Rhyne
Sent: Wednesday, November 29, 2023 1:38 PM
To: Angela Ely
Subject: Fwd: [EXTERNAL] Everett Aquasox

Category 2: Sensitive information

Paula Rhyne
Everett City Councilmember, District 2

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From: Jeff Olsen <jeff-olsen@leavitt.com>
Sent: Wednesday, November 29, 2023 7:50:11 AM
To: Paula Rhyne <PRhyne@everettwa.gov>
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: [EXTERNAL] Everett Aquasox

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council member Rhyne,
I have been a Aquasox fan for years.
Our company has an annual event at the Aquasox game. The fellowship and comradery generated by this occasion is priceless. Going to a game provides the opportunity to experience fans and Aquasox employees alike be engaged in an entertaining event.
Our community is hard pressed to find a more wholesome , enjoyable, and safe activity for our community.
In 2021 major league baseball contracted the minor league system. 40 communities lost their minor league team. Everett can't afford to place themselves, even remotely, in a situation where the possibility of losing the Aquasox could exist.
Major League baseball has established standards that all minor league ballparks must adhere to. The deadline for this is 2025.
You can approve the funding necessary to hire a project manager to oversee the needed SEPA.
Please get this approved.
Assuring the Aquasox remain in our community is crucial.
This is too important on many levels. From a financial standpoint the Aquasox now have an additional 28 home games a year (up from 38). This certainly adds to the tax base. As an affiliate of the Seattle Mariners, stars from the past and future stars are here, this has a very positive impact on our youth. If it got to the point where the Aquasox were to leave, our community would struggle to find any comparable, consistent event that could replace this organization that has been a mainstay in our community for over 40 years.
This is a great chance for you to be one of the heroes that take the needed steps to assure we are doing everything possible to keep the Aquasox.
Again, please vote to approve the necessary funding to get the ball rolling for the upgrading of facilities, or the construction of a new ballpark.
Thank you for your time and consideration.
Jeff Olsen

 **Jeff Olsen, Co-Owner**
Senior Executive Vice President
Leavitt Group Northwest

1010 SE Everett Mall Way Suite 204 | Everett, WA 98208 | PO Box 833

Auburn, WA 98071

Main: 800.726.8771 | Mobile: 425.327.7294 | Fax: 425.974.1548

jeff-olsen@leavitt.com

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From: Paula Rhyne
Sent: Wednesday, November 29, 2023 1:38 PM
To: Angela Ely
Subject: Fwd: [EXTERNAL] Aqua Sox stadium

Category 2: Sensitive information

Paula Rhyne
Everett City Councilmember, District 2

Sent from my phone. This email is a public record.

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From: Brian Hollingshead <brianhollingshead54@gmail.com>
Sent: Wednesday, November 29, 2023 10:01:04 AM
To: Paula Rhyne <PRhyne@everettwa.gov>
Subject: [EXTERNAL] Aqua Sox stadium

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Paula

I understand tonight the city council is dealing with concerns regarding baseballs requirements for the facilities of minor league teams. As my city district representative, I just want to let you know that I think keeping the AquaSox in Everett is very important. The AquaSox has been a very successful and a vital part of the community for many years. I realize there are costs and logistic problems to be solved, and I trust our city leaders, in conjunction with the County and the State will undertake the work to keep the AquaSox here for many years to come.

Thanks

Brian Hollingshead

Deb Williams

From: Cassie Franklin
Sent: Wednesday, November 29, 2023 7:51 AM
To: Scott Pattison; Deb Williams
Subject: FW: [EXTERNAL] Everett Aquasox

Category 2: Sensitive Information



Cassie Franklin
Mayor
425.257.7119 | 2930 Wetmore Ave., Everett, WA 98201
everettwa.gov | [Facebook](#) | [Twitter](#)

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From: Jeff Olsen <jeff-olsen@leavitt.com>
Sent: Wednesday, November 29, 2023 7:45 AM
To: Cassie Franklin <CFranklin@everettwa.gov>
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: [EXTERNAL] Everett Aquasox

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor,

I have been a Aquasox fan for years.

Our company has an annual event at the Aquasox game. The fellowship and comradery generated by this occasion is priceless.

Going to a game provides the opportunity to experience fans and Aquasox employees alike be engaged in an entertaining event.

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future stars are here, this has a very positive impact on our youth. If it got to the point where the Aquasox were to leave, our community would struggle to find any comparable, consistent event that could replace this organization that has been a mainstay in our community for over 40 years.

This is a great chance for you to be one of the heroes that take the needed steps to assure we are doing everything possible to keep the Aquasox.

Again, please vote to approve the necessary funding to get the ball rolling for the upgrading of facilities, or the construction of a new ballpark.

Thank you for your time and consideration.

Jeff Olsen



**Jeff Olsen, Co-Owner
Senior Executive Vice President
Leavitt Group Northwest**

1010 SE Everett Mall Way Suite 204 | Everett, WA 98208 | PO Box 833
Auburn, WA 98071

Main: 800.726.8771 | Mobile: 425.327.7294 | Fax: 425.974.1548

jeff-olsen@leavitt.com

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Deb Williams

From: Jennifer Krause <rubykrause@gmail.com>
Sent: Wednesday, November 29, 2023 12:23 AM
To: Cassie Franklin; Judy Tuohy; Paula Rhyne; Donald Schwab; Elizabeth Vogeli; Ben Zarlingo; Mary Fosse; dannyt@aquasox.com
Subject: [EXTERNAL] Aquasox Love

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Everett City Council Members,

Please approve the AquaSox Ballpark Agenda Items.

I have been attending Everett Aquasox games for more than 20 years. My brother and I spend our summers together at the ballpark. 17 years ago I remember being pregnant with my daughter, Ruby, at the games. A year later, we brought her to several games. We've all been going ever since. And now we even bring our dogs for Bark-In-The-Park.

Six years ago, I decided I should try getting a job there. I thought I might as well get paid to be at my favorite place. I am a substitute teacher so working at the ballpark in the evenings works out great. I have worked there as an usher for 5 seasons and it is still my favorite place to be. I love baseball, the sunshine, the fans, the players, the music, everything. I look forward to going and I usually go even on my days off. And, this last summer, my daughter, Ruby, got her first job working there in concessions!

Please consider that the Everett Aquasox are more than just a baseball team, they are a community, a destination, a retreat, a past time, and a family.

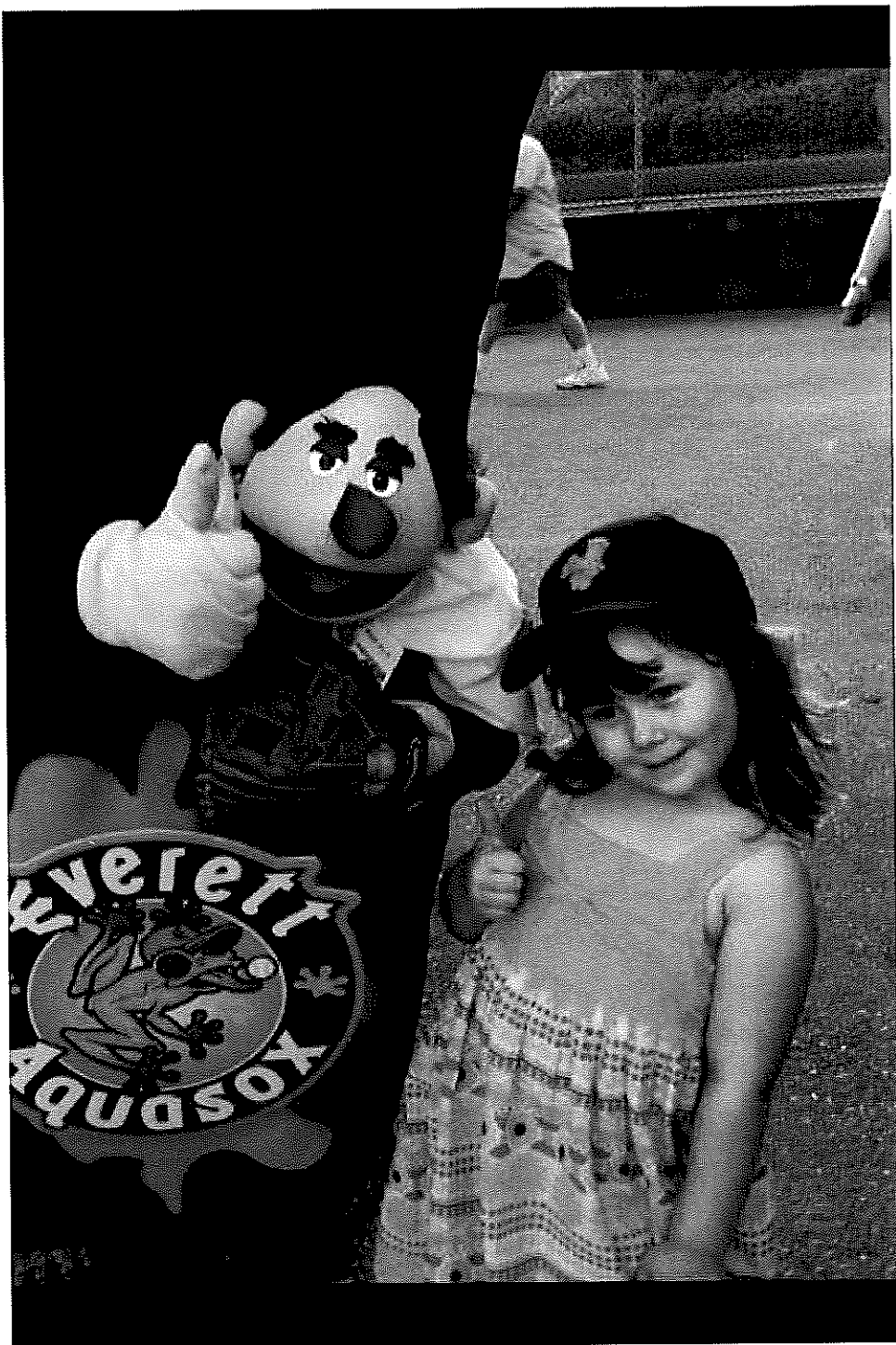
Please enjoy some photos from over the years.

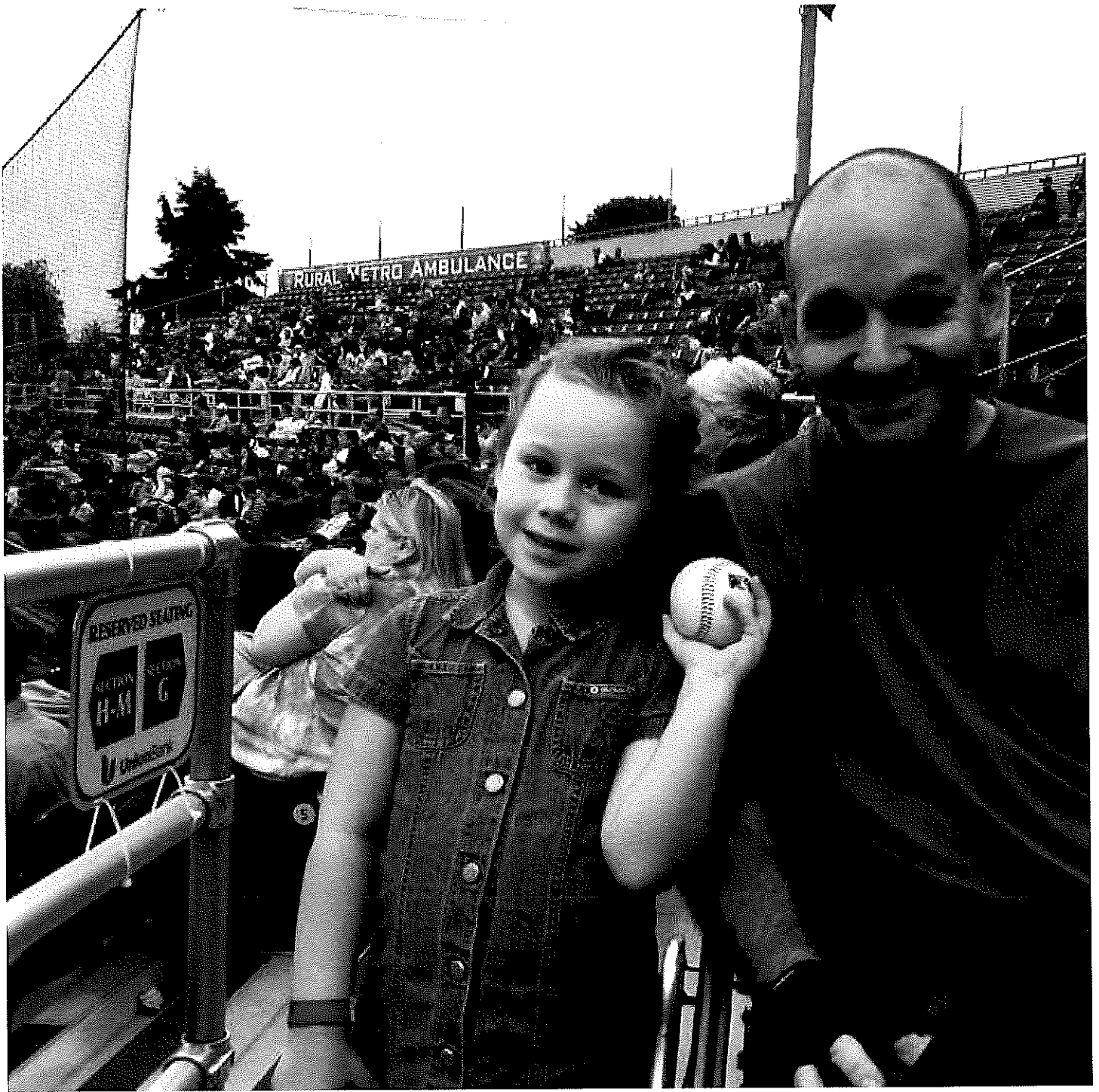
Sincerely,
Jennifer Krause
206-353-6502

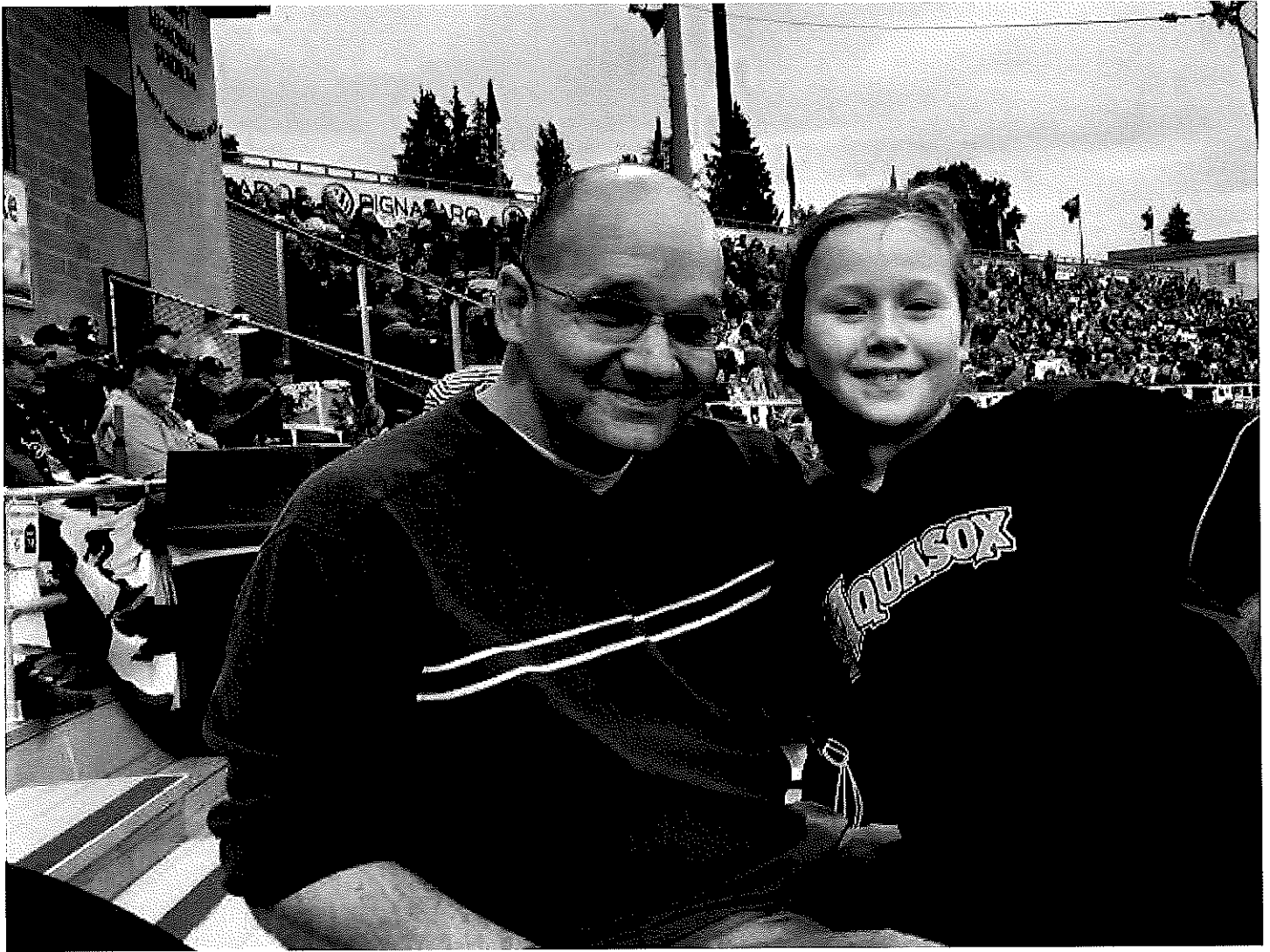




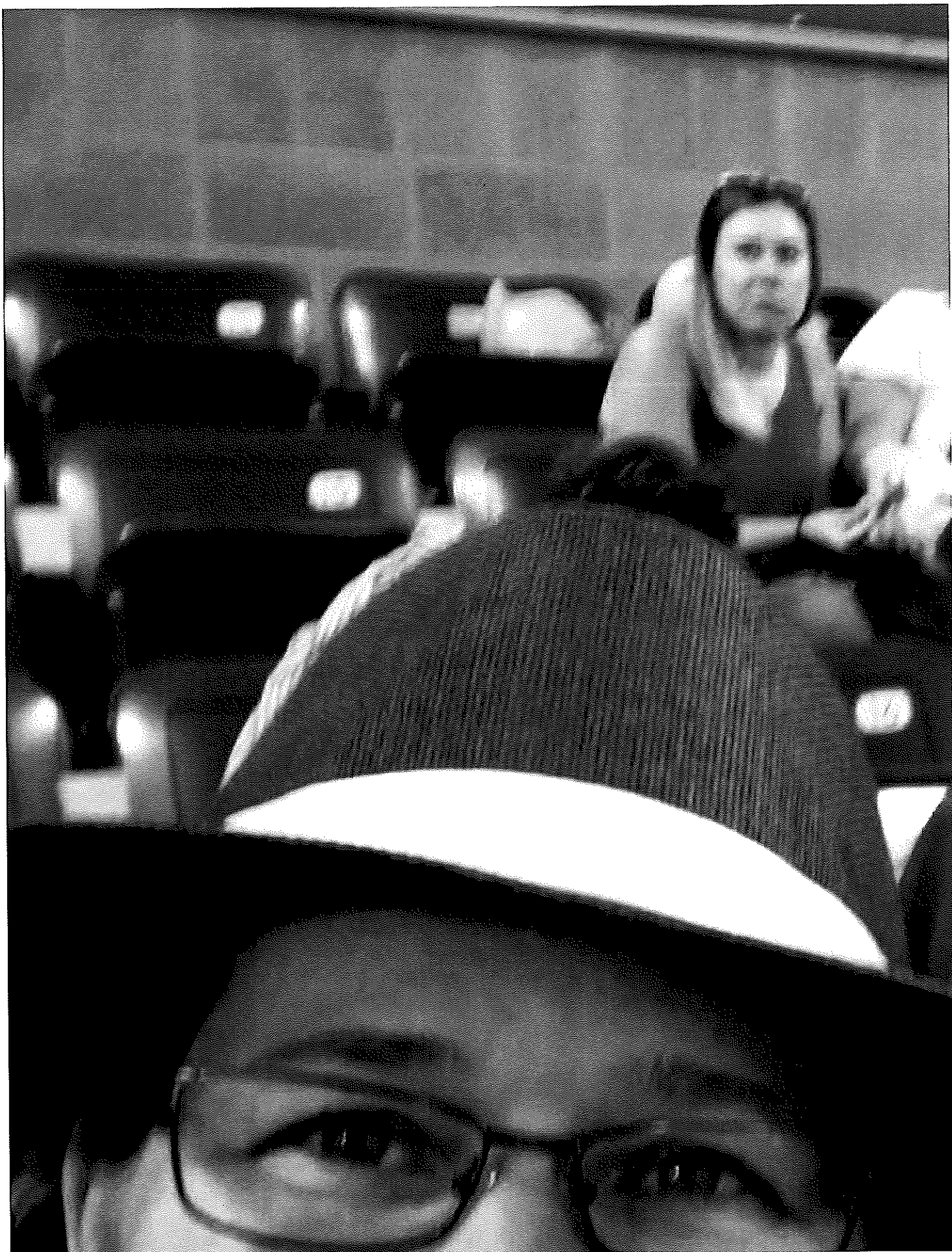


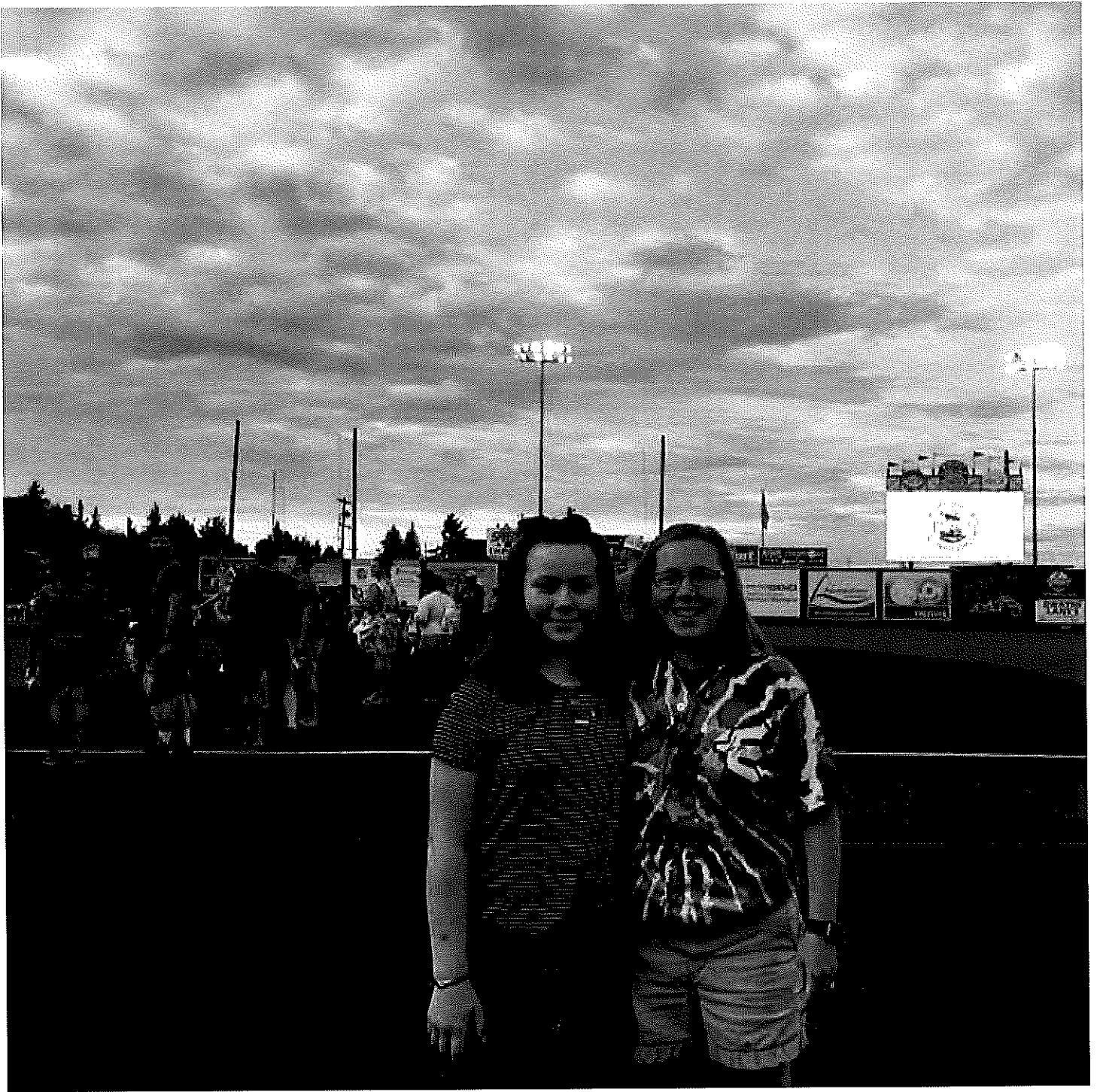




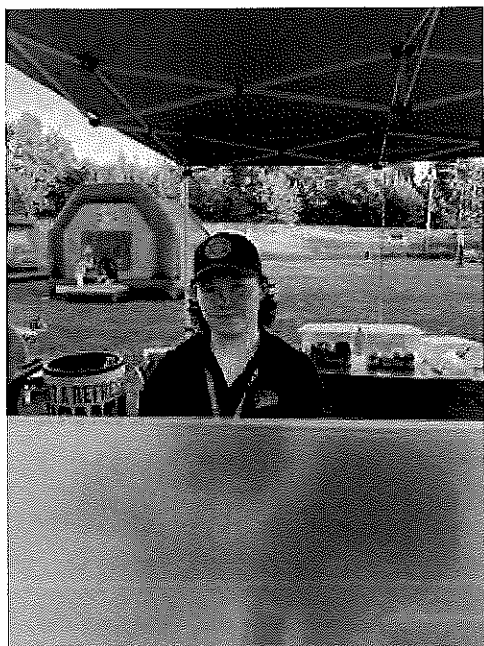












Deb Williams

From: mmlewendon@comcast.net
Sent: Tuesday, November 28, 2023 9:05 PM
To: Ben Zarlingo; Cassie Franklin; Donald Schwab; Elizabeth Vogeli; Judy Tuohy; Mary Fosse; Paula Rhyne
Cc: Dannyt@aquasox.com
Subject: [EXTERNAL] Wednesday, 11/29 Agenda items

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My email is to encourage the council to approve the agenda items for the ball park.

My husband and I have attended AquaSox games for well over a decade. When we lived in Kirkland, we attended the games. When we moved to Everett 7 years ago, we were so delighted to be so close to the ballpark. My husband is disabled and attending the AquaSox is unbelievable as we have one of the very best viewing positions in the park. Most venues offer handicap seating, but in most instances the viewing is a considerable distance away from the actual activity. We have been season ticket holders for a number of years and as senior citizens we are able to afford the price. We have developed many friends and share the joy of a well-played game.

As a couple dealing with handicap issues, we bring our service dog with us to the games and are greeted with such friendliness by the staff. Experiencing the friendliness of staff and fans is like attending a family event. Another good aspect of attending the games, is the opportunity to see potential Mariner players in action. Something we would not be able to do in other environments.

Thank you for reading my email and again please approve the agenda items for the ball park!

Tony and Milly Lewendon
620 112th Street SE, Trlr 109
Everett, WA 98208
425-830-7299

- Do what you feel is to be right in your heart
- For you'll be criticized anyway
- Eleanor Roosevelt

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Tuesday, November 28, 2023 3:28 PM
To: Deb Williams
Subject: [EXTERNAL] FW: Everett AquaSox Agenda -11/29/23

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners
FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

From: Dana Tingelstad <dltingelstad@comcast.net>
Sent: Tuesday, November 28, 2023 3:10 PM
To: CFranklin@everettwa.gov; JTuohey@everettwa.gov; PRhyne@everettwa.gov; DSchwab@everettwa.gov; EVogeli@everettwa.gov; BZarlingo@everettwa.gov; MFosse@everettwa.gov
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: Everett AquaSox Agenda -11/29/23

Greetings -

As a longtime fan, parent of a former AquaSox player and future fan of Everett AquaSox Baseball, I write this email. Please, please approve the agenda regarding the future of stadium facilities for the Everett AquaSox. While my family has enjoyed AquaSox baseball for years, my 25 year old son (who lost his first tooth at an AquaSox game 20 years ago) was drafted by the Seattle Mariners in 2019, a dream come true! Even more exciting was that he was assigned to play 2 seasons with the Everett AquaSox, the city he was born in and lived in until age 4. Though we moved a little North to Marysville, we continued to love and support AquaSox baseball. As you will know if you have attended a game, there is a place for everyone at AquaSox Baseball. Maybe you love baseball, hot dogs, chicken strips, popcorn, soda, cold beer, sitting in the sun (yes it happens), catching foul balls, obtaining player autographs (some very valuable ones have been generated at Funko Field), watching your littles have bouncy house fun, ease for those with disabilities to enjoy the game, or just quality time with friends and family. I have witnessed all of this and more. I truly feel Everett is enhanced by having a major league farm team in its city. I press upon you to approve the agenda items to keep AquaSox Baseball in Everett for many, many years to come.

Respectfully,

Dana Tingelstad

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Tuesday, November 28, 2023 3:15 PM
To: Deb Williams
Subject: [EXTERNAL] FW: Aquasox Baseball

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners
FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

From: Alex Calderon <alcalderon88@gmail.com>
Sent: Tuesday, November 28, 2023 8:26 AM
To: CFranklin@everettwa.gov; JTuohey@everettwa.gov; PRhyne@everettwa.gov; DSchwab@everettwa.gov; EVogeli@everettwa.gov; BZarlingo@everettwa.gov; MFosse@everettwa.gov
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: Aquasox Baseball

Good Morning,

It is imperative that you approve the Environmental Impact Analysis and the enlistment of a professional project manager to secure Aquasox baseball in Everett.

I have many fond childhood memories but the ones I cherish the most are at the ballpark. I've watched baseball with my family as a child in many locations. From Bellingham to Denver and even in Japan. However, my favorite place to watch it is here at home in Everett. As a father it provides the opportunity to share my love of baseball and the Everett Aquasox with my children. It allows for family bonding that can only be captured on the diamond. The way their eyes light up at the sight of the field, the way they lean in with anticipation during close games, and the sheer joy that radiates from them when the Aquasox triumph. It's more than sitting and watching a game, it's going through battle together. Sharing the highs and lows, victories and defeats. And it's those moments that create a companionship that lasts forever.

Aquasox baseball provides an opportunity for my family to bond with local members of my community, a chance to be on the same side, to share a common goal. A collection of strangers from diverse backgrounds can hold their collective breath as the ball sails home on a close play at the plate. We cheer, we laugh, we lament and we even embrace, once strangers now life long friends, united in this great community.

Please don't take this away from my children, from my neighbors and their children. Keep my interest and capital in Everett. Grant my children the memories that will last them a lifetime. Provide them the opportunity to share them with their children. Continue the great social camaraderie that is Everett Aquasox baseball.

Respectfully,
Alex Calderon

Deb Williams

From: Mike Stephenson <mikestep2@comcast.net>
Sent: Tuesday, November 28, 2023 7:01 PM
To: Cassie Franklin
Subject: [EXTERNAL] Everett Aqua Sox

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Cassie,

It has been brought to my attention that there are some issues concerning our Everett Aqua Sox and the future of playing baseball in our community. I understand as a business owner of three retail stores in our City, times are indeed tough for all of us. I also understand that there are tough decisions to be made within our city and community for the future and well-being of everyone living here. Knowing we have had baseball in our city for roughly 40 years and a relationship that has been very positive to our community. Also understand that things have changed with the Everett Aqua Sox in stepping up to the next level which is also a positive opportunity for Everett. I have supported the Aqua Sox both professionally, and personally over the years not only by going to games but also advertising with them as a community support mechanism.

I think it would be a shame to not at least look at the possibilities to continue this long-term relationship with professional baseball in our community. It is one of the best family orientated fun things to do in Everett! More importantly for our younger generations to have this opportunity to be involved with our Everett Aqua Sox baseball! Please don't make the same mistake that the Seattle city Council did with the Seattle Supersonics many years ago and saying there's no cultural advantage to having a sports team like that in our Community! I appreciate your consideration and your hard work!

All the best,

Mike Stephenson

Les Schwab Tire Centers

Deb Williams

From: Cassie Franklin
Sent: Monday, November 27, 2023 11:19 AM
To: Deb Williams
Subject: FW: [EXTERNAL] Support of Everett Aquasox Agenda Items

Category 2: Sensitive Information



Cassie Franklin
Mayor
425.257.7119 | 2930 Wetmore Ave., Everett, WA 98201
everettwa.gov | [Facebook](#) | [Twitter](#)

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From: Glenn McLoughlin <g.mcloughlin@ubreakifix.com>
Sent: Monday, November 27, 2023 9:24 AM
To: Cassie Franklin <CFranklin@everettwa.gov>; Judy Tuohy <JTuhy@everettwa.gov>; Paula Rhyne <PRhyne@everettwa.gov>; Donald Schwab <DSchwab@everettwa.gov>; Elizabeth Vogeli <EVogeli@everettwa.gov>; Ben Zarlingo <BZarlingo@everettwa.gov>; Mary Fosse <MFosse@everettwa.gov>
Subject: [EXTERNAL] Support of Everett Aquasox Agenda Items

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Dear Honorable Mayor and Honorable Members of the Everett City Council,

My name is Glenn McLoughlin, a long Everett business owner and longtime supporter of the Everett Aquasox.

I am reaching out to express my strong support for the building or redevelopment of a new Baseball facility for the Everett Aquasox and the council's agenda items to support that effort.

As a dedicated supporter and longtime season ticket holder of the Everett Aquasox over the years, I believe it is crucial for the city to take the necessary steps to ensure the continued success and presence of professional baseball in Everett.

As you all may be aware, the recent restructuring of Minor League Baseball (MiLB) by Major League Baseball (MLB) has elevated the Aquasox to a higher level, marking a significant milestone in their journey. The implications of these changes, including an extended season and revised facility standards, underscore the pressing need for a modernized facility that meets the demands of the evolving landscape of professional baseball.

Everett has a longstanding tradition of supporting minor league sports, exemplified by the unwavering support for the Everett Silvertips in the WHL and building Angel of the Winds Arena, a first-class facility to help support that minor

league sports franchise. The potential redevelopment or building of a new facility for the Everett Aquasox presents a "build it and they will come" scenario that aligns with our city's passion for sports and community engagement.

The impending deadline set by MLB for all minor league ballparks to meet the new standards by 2025 adds urgency to the situation. The approval of the items on the Everett City Council agenda is paramount for the continued progress and sustainability of the Everett Aquasox. Failure to secure approval may jeopardize the future of professional baseball in our community, a scenario that none of us wish to contemplate.

As a former Lake Stevens City Councilman of 10 years, I understand the need to take a cautious and measured approach to any new endeavor; however, continued delays could seriously jeopardize the positive progress made so far. I urge you to support the agenda items before you, emphasizing the significance of Everett Aquasox Baseball to our community.

For many of us, the Aquasox represents cherished memories and valuable experiences, from annual traditions with family to unique personal connections and the joy of attending a game that transcends the sport itself. The Aquasox symbolizes more than just a baseball game; they embody a way of life and serve as an inclusive and affordable source of entertainment for individuals of all ages. For me personally, I have hosted several minor league baseball players in my home over the years, many of whom have gone on to have major league careers. These cherished memories, for me and my family, will live in our hearts for generations.

In conclusion, I implore the Everett City Council to prioritize the approval of the crucial agenda items before you, recognizing the profound impact of the Everett Aquasox on our community and the collective significance of maintaining their presence in Everett's sports landscape.

Thank you for your attention to this matter, and I trust that you will make the decision that aligns with the best interests of our community.

Sincerely,

Glenn McLoughlin
President
iDoctor Cell Phone and Tablet Repair LLC



What Can We Fix For You Today?

e: g.mcloughlin@ubreakifix.com

Deb Williams

From: Charlie Herberg <welddog@comcast.net>
Sent: Tuesday, November 28, 2023 12:40 PM
To: Cassie Franklin
Cc: Judy Tuohy; Paula Rhyne; Donald Schwab; Elizabeth Vogeli; Ben Zarlingo; Mary Fosse; Danny Tetzlaff
Subject: [EXTERNAL] Council Meeting - 11/29/2023

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Dear Mayor Franklin and Everett Council Members,

I am unable to attend tomorrow's council meeting to show my support for the Everett Aquasox and the approval of steps needed in the process of moving forward with the

construction of a new stadium. From my attached pictures you can see that I consider the Aquasox experience a family friendly, wholesome, safe and of very importance, a fun experience for my family. I also consider them to be a very strong member of the Everett community. Their support of neighbors in need, our Military, Seniors, and kids of all ages is simply amazing! They are a very important part of the fabric of the Everett culture.

Sports are a telling reflection of societal influence, and the Aquasox are a significant contributor. Aquasox baseball impacts our culture and our economy in a positive manner.

Sport is one of the integral segments of human culture, sporting events have a positive impact on two measures of well being: it helps improve life satisfaction and also reduces feelings of loneliness.

Please support our community by supporting the "Frogs".

Best regards,

Charlie Herberg

Deb Williams

From: Cassie Franklin
Sent: Tuesday, November 28, 2023 3:17 PM
To: Deb Williams
Subject: FW: [EXTERNAL] Upcoming City Council meeting agenda items

Category 2: Sensitive Information



Cassie Franklin
Mayor
425.257.7119 | 2930 Wetmore Ave., Everett, WA 98201
everettwa.gov | [Facebook](#) | [Twitter](#)

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From: Bobby Mueller <bobbymueller@gmail.com>
Sent: Tuesday, November 28, 2023 2:52 PM
To: Cassie Franklin <CFranklin@everettwa.gov>
Subject: [EXTERNAL] Upcoming City Council meeting agenda items

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Mayor Cassie Franklin,

At the upcoming Everett City Council meeting, there are two items related to the baseball stadium in which the Everett Aquasox play. I hope the Everett City Council votes to approve these agenda items as the next steps necessary to ensure that the Aquasox will remain in Everett for many years to come.

I've loved baseball since I was 8 years old. I played in Little League, high school, and one year at Bellevue College, at which point I had reached the limits of my baseball talent, although I still played in an adult hardball league during my final year of college at the UW. Had I not suffered a spinal cord injury in a car accident the summer after graduating, I would have continued to play baseball in that adult league for as long as a team would have me.

Instead, I continued to love baseball as a fan. I first attended a minor league baseball game in Everett in the late 1980s when they were still known as the Everett Giants and a pot-bellied pig delivered baseballs to the umpire. In the 1990s and 2000s, I attended more games at the Kingdome and Safeco Field than at Everett

Memorial Stadium, but the ratio started to shift. Since around 2010, I began attending more and more Aquasox games, to the point where I've been an Aquasox season-ticket holder for the last few years.

While I still enjoy going to an occasional Mariner game, the ticket prices and cost of parking and concessions are prohibitive. Aquasox games are affordable and easy to get to. There's no downtown Seattle traffic to navigate. They're family friendly, with many fun-filled activities for kids. Also, despite its age, Memorial Stadium has a very nice section for wheelchair users six rows behind home plate for a reasonable price. The 100-level accessible seats at T-Mobile Park are 40 rows back and much more expensive than Aquasox tickets. There's just no comparison. For me, going to Everett Aquasox games is a much better overall experience.

(Side note: if Everett gets a new minor league ballpark as a replacement for Funko Field, please make sure the firm designing the stadium takes into consideration the caliber of accessible seating for wheelchair users. In that regard, T-Mobile Park is a major disappointment. A better alternative is the setup for wheelchair users at the UW baseball stadium, Husky Ballpark.)

I'm still a big fan of major league and minor league baseball, but in talking to the fans at Funko Field, I've learned that many Everett Aquasox fans are Everett Aquasox fans first and foremost. This is their team. They wear Everett Aquasox hats and sweatshirts, sit on Everett Aquasox seat cushions, and drink out of Everett Aquasox water bottles. They love their frogs.

Because I attend so many games, I've come to be friends with the people who sit around me. They're my summer family, my baseball family. A few years ago, my sister began working as an usher at Aquasox games. She's a substitute teacher during the school year, so working as an usher is a terrific job for her and she loves seeing the regulars in her section return to watch Aquasox baseball every spring. Last season, my 17-year-old niece started working at Aquasox games, so not only am I surrounded by my baseball family, I'm also there with my actual family. I should note that my niece attended her first Aquasox game when she was six months old.

The people who work for the Aquasox, from the GM to the ticket-takers, have all been friendly, accommodating, and hard-working. They know many fans by name and welcome everyone to the ballpark with a smile. A friend of mine arranged a 50th birthday party at an Aquasox game for her husband and she said it was a great experience putting it all together with the help of the Aquasox employees.

In 2003, I saw a young Felix Hernandez pitch as a teenager for the Aquasox in his first professional season. He was still just a kid who had recently moved to the U.S. from Venezuela and landed in Everett. He couldn't have been farther from home, yet he settled in with the Aquasox, pitched superbly in 11 games, then moved up to the next level. Many years later, I saw Felix again pitch for the Aquasox in 2019, but this time he was there as a beloved veteran on a rehab assignment as he worked his way back from an injury in his final year in baseball. The young Everett players idolized him and the fans loved seeing him in an Aquasox jersey one last time.

In 2021, Julio Rodríguez was a meteor shooting across the sky when he played for the Aquasox. We knew he was too good to stay at the High-A level for long and, sure enough, he was in the major leagues the very next season winning the AL Rookie of the Year Award. Another former Aquasox, George Kirby, finished sixth in the Rookie of the Year voting. They both made us proud to be Everett Aquasox fans. We saw them before they made the big time.

I've lived in Everett for the last four-and-a-half years and I've seen some wonderful developments in the city. In particular, I get regular exercise at the Everett marina, where the smooth paths are easy to navigate as a

wheelchair user. The marina has gone through tremendous changes since I moved to Everett and those changes are ongoing. Having that available to me is one of the main reasons I enjoy living in Everett. Another is going to Aquasox baseball games. I hope to continue to have that opportunity well into the future.

Thank you for your consideration,

Bobby Mueller

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Wednesday, November 29, 2023 11:50 AM
To: Deb Williams
Subject: [EXTERNAL] FW: Everett Aquasox

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners
FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

From: Kinshasa Martin <bigdawgz2013@gmail.com>
Sent: Wednesday, November 29, 2023 11:17 AM
To: Danny Tetzlaff <dannyt@aquasox.com>
Subject: Fwd: Everett Aquasox

To whom it may concern,

The Everett Aquasoxs have been a constant in my family life since I was stationed here in 2008. I starting coming here as just a baseball fan. But it has now become a family tradition.

I have forged so many great neighborly relationships at the Everett Aquasox games, that I probably would not have been able to do outside of the Everett Aquasoxs.

I have had the opportunity to meet some great people from the community at these games. The Aquasoxs staff, volunteers, summer employees, and public officials many like yourselves who attended these games.

The Aquasoxs also helps a lot of non profit organizations present themselves to the community who may not know that these organizations exist.

It has also provided many in our community to see law enforcement interacting positively with the people. From high fives with the kids to simple baseball conversation with the adults.

The Aquasoxs also provides an affordable platform for small businesses which are the backbone of all communities. Giving small businesses an opportunity to display their business on an professional stage for advertising at an affordable price. Which may help them reach a group of people that they probably couldn't reach otherwise.

Plus the third party benefits that many of other local businesses receive. For example how many people book hotel rooms, eat at local restaurants, get gas and even better see the City of Everett!

Then let's talk about the affordable entertainment that it brings to the community. Especially for the financial difficulties that many in the community are experiencing. The opportunity for many to be inspired and meet professional baseball players such as Felix Hernandez and Julio Rodriguez.

So as a member of this community I hope you, the members see the value and importance that keeping the Everett Aquasoxs brings to the community and the people of Everett, Washington.

Sincerely

Kinshasa Martin

Deb Williams

From: Matt Paige <mcpaige82@gmail.com>
Sent: Wednesday, November 29, 2023 12:29 PM
To: Cassie Franklin
Cc: Danny Tetzlaff
Subject: [EXTERNAL] Everett City Council votes regarding AquaSox Future

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TO: Mayor Cassie Franklin and Members of the Everett City Council

RE: Everett AquaSox Stadium Proposals

Members of the Council, I write to you today to try and persuade you to approve the SEPA study and the hiring of a specialized Manager to oversee the project regarding the future of the Everett AquaSox.

The Everett AquaSox have an incalculable impact on thousands of lives across Everett and the greater area every year.

Spring and Summer nights at the ballpark contain fun for all ages, as an inexpensive and wholesome family environment to enjoy. America's pastime is best enjoyed in person, and the small team here in Everett strives to involve as much of the community in the fun as possible.

Speaking from a personal note, I've been a resident of Everett most of my life. I remember attending Everett Giant games as a kid. I've always loved having the smaller club here, as it offered a delightful alternative to driving all the way to Seattle to see the sport I love played. The AquaSox offered the chance to see players like Julio Rodriguez before he became an international star.

I am also part of a small group called Seattle Sports Union. We're a little sports podcast started about 8 years ago in the Everett area, offering coverage about local sports in the region. It was the AquaSox who gave us the first real break, offering access to players and the opportunity to write for their in-game program. It gave us a chance to do real interviews, see our names in print, and have a better chance to be involved in our community. We promote the players and help the fans get to know them better.

The AquaSox are more than just a team. They provide heart and service to our city. The organization spends a lot of time doing community work, helping out in various charities across the region. In turn we get to participate a bit in watching them pursue their life dreams of playing some day in the majors.

One note I do want you to take into consideration is the current situation in Hillsboro, Oregon. The Hops are hosted there and are a member of the same league as the AquaSox. They've been struggling to show progress and funding for an improved venue for the team (as per the major league contract like the AquaSox) and they have nearly lost the team. They were recently granted a timeline extension, but it's still looking grim.

If the city of Everett doesn't show that they can host a team, it could very quickly be stolen away. There's plenty of towns in the northwest that would love to have a team due to it's benefits to the community and local economy. The MLB could easily step in and force such an action contractually and we do not want to let that happen.

As a resident of the Riverside neighborhood, I would encourage you to continue to pursue this path and take the very real first steps towards exploring the options for the team to remain in Everett for the future.

Thank you.

Matthew Paige

Deb Williams

From: Cassie Franklin
Sent: Wednesday, November 29, 2023 3:30 PM
To: Scott Pattison; Deb Williams
Subject: FW: [EXTERNAL] Everett AquaSox

Category 2: Sensitive Information



Cassie Franklin
Mayor
425.257.7119 | 2930 Wetmore Ave., Everett, WA 98201
everettwa.gov | [Facebook](https://www.facebook.com/everettwa) | [Twitter](https://twitter.com/everettwa)

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From: Shannon Myers <smyers@innventures.com>
Sent: Wednesday, November 29, 2023 3:01 PM
To: Cassie Franklin <CFranklin@everettwa.gov>; Judy Tuohy <JTuhhy@everettwa.gov>; Paula Rhyne <PRhyne@everettwa.gov>; Donald Schwab <DSchwab@everettwa.gov>; Elizabeth Vogeli <EVogeli@everettwa.gov>; Ben Zarlingo <BZarlingo@everettwa.gov>; Mary Fosse <MFosse@everettwa.gov>
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: [EXTERNAL] Everett AquaSox

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Dear City of Everett Leadership,

As a previous General Manager and a representative of the Courtyard by Marriott hotel in Everett, I would like to express my support for the SEPA and the need for a project manager to help the Everett AquaSox meet MLB requirements. Our hotel has been hosting the teams that have competed with the Everett AquaSox for many years, generating an annual revenue of \$178K from guest room nights alone. This does not account for any food and beverage sales in our hotel restaurant or other local eateries.

We stand with the Everett AquaSox in finding a solution that will ensure the MLB requirements are fulfilled and a new facility is built to preserve the traditions and the economic benefits of hosting these games in our community.

Sincerely,
Shannon



Shannon Myers | Vice President of Sales
425.418.9354 | smyers@innventures.com
<https://Marriott.com/seaev>



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Deb Williams

From: Cassie Franklin
Sent: Wednesday, November 29, 2023 2:57 PM
To: Scott Pattison; Deb Williams
Subject: Fwd: [EXTERNAL] Showing of support for the Everett Aquasox

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From: Hockeystodian <hockeystodian@gmail.com>
Sent: Wednesday, November 29, 2023 1:59:02 PM
To: Cassie Franklin <CFranklin@everettwa.gov>; DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] Showing of support for the Everett Aquasox

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Dear Mayor Franklin and Members of the Everett City Council,

It is with great pride that I write to you this afternoon to show support for the Everett Aquasox and for passage of the two agenda items regarding the construction/remodeling of a baseball stadium that will meet the requirements imposed by Major League Baseball.

Aquasox baseball, as you know, is ingrained in the fabric that makes the city of Everett. For nearly forty years Everett's minor league teams have brought wonderful entertainment to the city along with quality, competitive play. As a longtime resident of Snohomish County, I've felt so privileged to be able to make a short drive to Everett to take in the games.

A few years ago, my wife and I became season ticket holders. We sit in a section that includes our next door neighbors and over the years we've made strong friendships with folks that share our section that live beyond baseball season. Attending an Aquasox game has become just as much an evening to be with extended "family" as it is the game itself. In addition to our fellow fans, the people who make game night possible, from ticket scanners to concession servers and ushers, front office staff and game day staff, Aquasox baseball is an experience that is more fun and intimate than anything that can be offered by the major leagues.

Let's help the Aquasox create another forty years of good, clean family fun by taking the next step at tonight's City Council meeting and passing the agenda items for developing an Environmental Impact Analysis and the selection of a project manager to oversee the process.

Sincerely,
Pete Rasmussen

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Wednesday, November 29, 2023 2:16 PM
To: Deb Williams
Subject: [EXTERNAL] FW: Everett AquaSox Baseball - Letter to City Council
Attachments: Everett AquaSox Baseball Letter - Everett City Council 11.29.23.pdf

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Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners
FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

From: Tammy Dunn <Tammy@snocosports.org>
Sent: Wednesday, November 29, 2023 1:43 PM
To: cfranklin@everettwa.gov; jtuohy@everettwa.gov; prhyne@everettwa.gov; dschwab@everettwa.gov; evogeli@everettwa.gov; bzarlingo@everettwa.gov; mfosse@everettwa.gov; bstonecipher@everettwa.gov
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: Everett AquaSox Baseball - Letter to City Council

Good afternoon Everett City Council,

I am submitting a letter encouraging you, City Council, to move forward and keep the negotiations open and invest in the resources necessary to study the options for a new field so we can keep the AquaSox baseball team in Everett.

Everett AquaSox Baseball has been in the Everett community for 38 years. AquaSox Baseball is woven into our community. Going to the baseball games are affordable and fun for the whole family. Please keep the baseball tradition here in Everett for years to come.

My letter is attached.

Sincerely,

Tammy Dunn
Executive Director
Snohomish County Sports Commission
3101 Cedar Street
Everett, WA 98201
(425) 309.2744



PNW SPORTS

SNOHOMISH COUNTY
SPORTS COMMISSION

Deb Williams

From: Danny Tetzlaff <dannyt@aquasox.com>
Sent: Wednesday, November 29, 2023 2:15 PM
To: Deb Williams
Subject: [EXTERNAL] FW: The Aquasox and Minor League Baseball
Attachments: FB_IMG_1701280256690.jpg

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Danny Tetzlaff
Everett AquaSox | General Manager
High Single-A Affiliate of the Seattle Mariners
FUNKO FIELD
P: (425) 258-3673
E: dannyt@aquasox.com

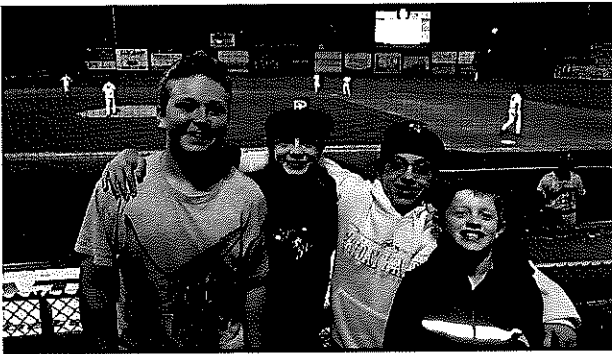
From: kimberly.baca <kimberly.baca@comcast.net>
Sent: Wednesday, November 29, 2023 1:36 PM
To: Cassie Franklin <CFranklin@everettwa.gov>; Judy Tuohy <JTuhoy@everettwa.gov>; Paula Rhyne <PRhyne@everettwa.gov>; Donald Schwab <DSchwab@everettwa.gov>; Elizabeth Vogeli <EVogeli@everettwa.gov>; Ben Zarlingo <BZarlingo@everettwa.gov>; Mary Fosse <MFosse@everettwa.gov>
Cc: Danny Tetzlaff <dannyt@aquasox.com>
Subject: The Aquasox and Minor League Baseball

Dear Everett City Council members,

I understand that you will be considering how best to address the fact that Everett Memorial Stadium does not currently meet new Minor League Baseball requirements.

I hope that as you deliberate on what action to take, you do so with an understanding of the important role that the Aquasox play in our community. While it is a family-friendly source of entertainment, the Aquasox also represents many other meaningful benefits to area residents. So many neighbors, coworkers, community groups, friends, family members, and their children have been positively impacted by their relationship with the Aquasox. We build community by attending games with family/teammates/coworkers/neighbors, kids are building confidence and personal skills through participating in baseball camps, and young people and teens getting a first job are paving the way for future employment endeavors. The ball park provides a unique and much-needed opportunity for safe, multi-generational fun for everyone.

The Aquasox give back to the community in direct and indirect ways, including by contributing to countless benefits and fundraisers for community non-profit organizations and schools. They also support reading incentive programs for elementary school kids, but the impacts to youth and family go way beyond this.



I've attached a picture taken several years ago of some kids at the ballpark, from three different households (one being mine). One of the boys pictured sang along to "take me out to the ball game" before he could walk. All four enthusiastically attended the Aquasox baseball camps for years, and two went on to serve as volunteers at the camp when they aged out. Two attended overnight events at the park with their Boy Scout troops. All came with their little league teams and friends to see the Aquasox play. One got his first job at the Aquasox as a bat boy. Another worked the manual scoreboard. Another worked concessions.

These boys are in their 20s now, but the Aquasox helped pave the way for them to build confidence and experience, and served as a launching pad for their later work experience.

There are so few organizations in the area that offer this kind of value to the community, and my family is so grateful for the opportunities and memories that we're made at the Aquasox ballpark. Please consider these hidden benefits as you make your decisions tonight.

Best regards,

Kim Baca

Aquasox fan, daughter of season ticket holders, and mother of kids who had their first jobs at the park
425-670-2431

Sent via the Samsung Galaxy S10e, an AT&T 5G Evolution capable smartphone