

# Everett City Council Agenda

## 6:30 P.M. January 18, 2017

### City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: January 11, 2017

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

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

(1) CB 1701-02 – 1st Reading – Adopt the Proposed Ordinance relating to the New Job Tax Credit and adding a new provision to EMC 3.24.105 (Ord. 3175-10) (3rd and final reading on February 1, 2017).

Documents:

[CB 1701-02.pdf](#)

(2) CB 1701-03 – 1st Reading – Adopt the Proposed Ordinance amending Ordinance No. 3479-16, which created a Special Improvement Project entitled "Forest Park Swim Center Capital Improvements Project", Fund 354, Program 048, to accumulate all costs for the improvement project in the additional amount of \$200,000. (3rd and final reading on February 1, 2017).

Documents:

[CB 1701-03.pdf](#)

PROPOSED ACTION ITEMS:

(3) CB 1701-01 – 2nd Reading – Adopt the Proposed Ordinance establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and repealing Ordinance Nos. 3417-14 (EMC 14.04.020) and 3299-12 (EMC 14.16.710-13). (3rd and final reading and public hearing on 1-25-17).

Documents:

[CB 1701-01.pdf](#)

(4) CB 1701-04 – 1st Reading – Adopt the Proposed Ordinance closing a Special Improvement Project entitled “Wiggums Hollow Park Restroom Replacement”, Fund 354, Program 046 as established by Ordinance No. 3473-15 (3rd and final reading on 2-1-17)

Documents:

[CB 1701-04.pdf](#)

(5) CB 1701-05 – 1st Reading – Adopt the Proposed Ordinance closing a Special Improvement Project entitled “South Everett Forest Preserve Recreational Improvements Project”, Fund 354, Program 047 as established by Ordinance No. 3477-16 (3rd and final reading on 2-1-17)

Documents:

[CB 1701-05.pdf](#)

#### CONSENT ITEMS:

(6) Adopt Resolution No. \_\_\_\_ authorizing claims against the City of Everett in the amount of \$941,306.02 for the period of December 31, 2016 through January 6, 2017.

Documents:

[res-120.pdf](#)

#### ACTION ITEMS:

(7) Authorize Call for Bids 2017-001 for Annual Supply of Gravel.

Documents:

[Gravel-2.pdf](#)

(8) Adopt Resolution declaring Vehicle No. H0050 surplus and authorizing its sale by public auction.

Documents:

[Public Auction.pdf](#)

(9) Authorize the Mayor to accept MRV’s Communications Americas, Inc. Terms and Conditions of Sales and Service substantially for network connectivity to wide area network locations in the amount of \$1,668.14.

Documents:

[MRV Communications.pdf](#)

(10) Authorize the Mayor to sign the collective bargaining agreement with Amalgamated Transit Union Division Number 883 for January 1, 2017 through December 31, 2018

Documents:

[Amalgamated Transit.pdf](#)

(11) Authorize the Mayor to sign the Easement Agreement with Public Utility District No. 1 of Snohomish County for electrical distribution facilities on City property at 36th Street.

Documents:

[36th Street.pdf](#)

(12) Authorize the Mayor to sign Amendment No. 3 to the Professional Services Agreement with Floyd and Snider, Inc. for environmental consulting services for the Deep Water Outfall and ancillary facilities to extend the contract to December 31, 2018, at no additional cost.

Documents:

[Deep Water Outfall-1.pdf](#)

(13) Authorize the Mayor to sign Amendment No. 7 to the Professional Services Agreement with Floyd and Snider, Inc. for consulting services on the Riverfront Development to extend the contract to December 31, 2020, at no additional cost.

Documents:

[Riverfront-2.pdf](#)

(14) Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with AMEC USA Holdings, Inc. for on-call environmental work to extend the completion date to December 31, 2018, at no additional cost.

Documents:

[AMEC USA.pdf](#)

(15) Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Tetra Tech, Inc. for the Everett Utilities Supervisory Control and Data Acquisition System Master Plan to extend the contract to December 31, 2017, at no additional cost.

Documents:

[Tetra Tech-3.pdf](#)

(16) Authorize the Mayor to sign the Professional Services Agreement with BHC Consultants, LLC for landfill gas system design services at the Everett Landfill in the amount of \$79,246.

Documents:

[BHC Consultants-3.pdf](#)

Executive Session

Adjourn

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Thursday; 7 p.m. Friday and Sunday; 10:00 a.m., Saturday.

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

An Ordinance Relating to the New Job Tax Credit and Adding a  
New Provision to EMC 3.24.105 (Ord. 3175-10)

**WHEREAS**, Ordinance 3175-10 established a new job tax credit, providing a business and occupation tax credit to taxpayers that create new full time employment positions;

**WHEREAS**, questions have arisen regarding the operation of the tax credit for persons with wholly-owned subsidiaries or other common-ownership structures;

**WHEREAS**, the purpose of this ordinance is to add provisions to the EMC 3.24.015 to clarify how the tax credit operates in such situations;

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

**Section 1.** The following is added as EMC 3.24.105.C(11):

11. A person entitled to claim credit under this section may transfer the credit for use by another taxpayer, so long as either of the following conditions are satisfied: (i) either the person entitled to claim credit is wholly-owned by the taxpayer receiving the credit or (ii) the taxpayer receiving the credit is wholly-owned by the person entitled to claim the credit. For the purposes of determining eligibility for the credit and amount of the credit available for transfer under this subsection 11, the number of new full-time employment positions will be deemed to be the sum of (A) the number of new full-time employment positions created by the person entitled to claim the credit and (B) the number new full-time employment positions created by the taxpayer receiving the credit. The director may establish requirements for submittals from the taxpayer receiving the credit necessary to demonstrate whole ownership.

**Section 2.** The following is added as EMC 3.24.105.C(12):

12. If taxpayers within the city have common ownership, a new full time employment position is not created if the position is the result of transferring the position between the taxpayers unless there is a net increase in the total number of full time employment positions located within the city.

**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 references thereto.

**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 herefrom of any such portion as may be declared invalid.

\_\_\_\_\_  
Ray Stephanson, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Fuller, City Clerk

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

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

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

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

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

An Ordinance Amending Ordinance No. 3479-16, which created a special improvement project entitled "Forest Park Swim Center Capital Improvements Project", Fund 354, Program 048, to accumulate all costs for the improvement project

- \_\_\_\_\_ Briefing
- \_\_\_\_\_ Proposed Action
- \_\_\_\_\_ Consent
- \_\_\_\_\_ Action
- \_\_\_\_\_ First Reading
- \_\_\_\_\_ Second Reading
- \_\_\_\_\_ Third Reading
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Budget Advisory

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

CB1701-03  
Parks  
Lori Cummings  
425-257-8353  
January 18, 2017  
January 25, 2017  
February 1, 2017

Initialed by:  
 Department Head  
 CAA  
 Council President

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do  
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ST

|                        |  |                    |                               |
|------------------------|--|--------------------|-------------------------------|
| <u>Location</u>        | <u>Preceding Action</u>                            | <u>Attachments</u> | <u>Department(s) Approval</u> |
| 802 East Mukilteo Blvd | Council adoption of Ordinance No. 3479-16, 2/17/16 | Proposed Amendment | Administration, Parks         |

|                      |              |  |
|----------------------|--------------|--|
| Amount Budgeted      | \$200,000.00 | CIP 1: Fund 162                          |
| Expenditure Required | \$400,000.00 | Account Number(s): Fund 354, Program 048 |
| Budget Remaining     | \$3,992.07   |  |
| Additional Required  | \$200,000.00 |  |

**DETAILED SUMMARY STATEMENT:**

The Forest Park Swim Center was opened for public use in April 1976. It continues to function as the only municipal swimming facility in Everett. Funding Ordinance No. 3479-16 authorized \$200,000 in Capital Improvement Program 1 funds for 2016 maintenance improvements. From February 29 through April 10, 2016, the swim center was closed to complete an initial program of maintenance work, including draining, cleaning, sealing and painting the entire pool tank; maintenance of the spa liner, sauna, and pool steps; installation of replacement lockers in the changing rooms and replacing one of two boilers needed to operate the Swim Center. Later in 2016 a second replacement boiler was acquired. At the conclusion of 2016, \$3,992.07 remained in the funding ordinance.

Given the age of the facility and the desire to minimize maintenance closure timeframes to swim center patrons, continuing work in the Swim Center is required in 2017 to keep the swim center operational. This includes a mechanical controls system evaluation and replacement of the twenty-three year old system, for which spares are no longer available; reconfiguration and relocation of certain electrical panels; subsurface drainage system repairs and improvements in both swim center mechanical rooms; and air handling improvements in maintenance workspaces. Minimal impact to public use of the facility is expected in order to perform necessary 2017 maintenance tasks.

**RECOMMENDATION (Exact action requested of Council):**

Adopt an Ordinance Amending Ordinance No. 3479-16, which created a special improvement project entitled "Forest Park Swim Center Capital Improvements Project", Fund 354, Program 048, to accumulate all costs for the improvement project in the additional amount of \$200,000.



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

AN ORDINANCE amending the Ordinance which created a special improvement project entitled "Forest Park Swim Center Capital Improvements Project, Fund 354, Program 048, to accumulate all costs for the improvement project, Ordinance No. 3479-16.

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

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

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

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

**Section 1:**

A special improvement project was established by Ordinance No. 3479-16 as Fund 354, Program 048, and is entitled "Forest Park Swim Center Capital Improvements Project" to accumulate all costs for the improvement project. This amendment to Ordinance 3479-16 increases the fund to \$400,000.00 from \$200,000.00.

**Section 2:**

Section 4 of Ordinance No. 3479-16 which reads as follows:

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

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

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

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

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

|  |  |
|--|--|
| C. Estimated Project Costs, this Amendment |  |
| Construction                               | <u>\$400,000</u>                       |
| <b>Total Estimated Costs</b>               | <b><u>\$200,000</u> <u>400,000</u></b> |
| D. Source of Funds, this Amendment         |  |
| Fund 162 – CIP 1                           | <u>\$400,000</u>                       |
| <b>Total Estimated Funds</b>               | <b><u>\$200,000</u> <u>400,000</u></b> |

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

**Section 3:** Severability

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

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Ray Stephanson, Mayor

ATTEST:

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City Clerk

Passed:

Valid:

Published:

Effective Date:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

An Ordinance establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and repealing Ordinance Nos. 3417-14 (EMC 14.04.020) and 3299-12 (EMC 14.16.710-13)

1/11/17 Briefing  
 \_\_\_\_\_ Proposed Action  
 \_\_\_\_\_ Consent  
 \_\_\_\_\_ Action  
 1/11/17 First Reading  
 1/18/17 Second Reading  
 1/25/17 Third Reading  
 \_\_\_\_\_ Public Hearing  
 \_\_\_\_\_ Budget Advisory

COUNCIL BILL # CB1701-01  
 Originating Department Public Works  
 Contact Person Matt Welborn  
 Phone Number 425-257-8974  
 FOR AGENDA OF January 11, 2017

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA db  
 Council President \_\_\_\_\_

**Location**                      **Preceding Action**                      **Attachments**                      **Department(s) Approval**  
 \_\_\_\_\_                      Ordinance #3299-12                      Ordinance                      Public Works  
 \_\_\_\_\_                      Ordinance #3417-14

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

**DETAILED SUMMARY STATEMENT:**

Everett Utilities has completed the 2016 water, filtration, sewer, and storm water cost of service study. The study indicates increased water and filtration charges are necessary to fund capital expenditures and to meet water quality, supply, regulatory and financial obligations of Everett Utilities.

Based on consumption of 1,000 cubic feet per month, water and filtration rates will increase annually from the current charge of **\$42.47** per month to **\$42.68** per month in 2017, **\$44.02** per month in 2018, **\$45.64** in 2019, and **\$47.45** in 2020.

Increased sewer and surface water charges are necessary to continue to aggressively maintain, replace, and expand utility infrastructure. Sewer rates will increase annually from the current Single-Family charge of **\$59.87** per month to **\$65.70** in 2017, **\$69.64** in 2018, **\$73.57** in 2019, and **\$77.11** in 2020. Surface water rates for non-sewered accounts will increase annually from the current single-family charge of **\$17.44** per month to **\$21.28** in 2017, **\$22.55** in 2018, **\$24.13** in 2019, and **\$25.94** in 2020.

The overall utility bill increase for a single-family customer using 1,000 cubic feet of water per month will be 5.68% in 2017, 4.7% in 2018, 4.72% in 2019, and 4.34% in 2020.

**RECOMMENDATION (Exact action requested of Council):**

Adopt an Ordinance establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and repealing Ordinance Nos. 3417-14 (EMC 14.04.020) and 3299-12 (EMC 14.16.710-13).



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

**An ORDINANCE establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and repealing Ordinance Nos. 3417-14 (EMC 14.04.020) and 3299-12 (EMC 14.16.710-13).**

**WHEREAS**, Ordinance 3417-14 was adopted on December 17, 2014 establishing current sewer and surface water management rates for Everett sewer customers; and

**WHEREAS**, Ordinance 3299-12 was adopted on November 21, 2012, establishing current water and filtration rates for Everett water customers; and

**WHEREAS**, the 2016 cost of service study has been completed; and

**WHEREAS**, to cover the cost of service, a general rate increase is necessary to cover operations, maintenance and capital expenditures; and

**WHEREAS**, the City Council finds that the charges herein are reasonable;

**NOW, THEREFORE**, the City of Everett does ordain:

**Section 1:** Effective March 1, 2017, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence: \$65.70 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

Sewer services charge per month = \$7.30 per 100 cubic feet of metered water consumption

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$65.70 per month.

C. Septage volume fees: \$0.2260 per gallon of discharge

**Section 2:** Effective March 1, 2017, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

A. Single family residence: \$21.28 per month

(The monthly charge includes the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

Drainage service charge per month= \$2.364 per 100 cubic feet of metered water consumption

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$21.28 per month.

**Section 3:** Effective January 1, 2018, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence: \$69.65 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

Sewer services charge per month = \$7.739 per 100 cubic feet of metered water consumption

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$69.65 per month.

C. Septage volume fees: \$0.2396 per gallon of discharge

**Section 4:** Effective January 1, 2018, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

A. Single family residence: \$22.56 per month

(The monthly charge includes the current state utility tax.)

- B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

Drainage service charge per month= \$2.507 per 100 cubic feet of metered water consumption

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$22.56 per month.

**Section 5:** Effective January 1, 2019, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

- A. Single family residence: \$73.58 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

- B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

Sewer services charge per month = \$8.176 per 100 cubic feet of metered water consumption

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$73.58 per month.

- C. Septage volume fees: \$0.2516 per gallon of discharge

**Section 6:** Effective January 1, 2019, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

- A. Single family residence: \$24.14 per month

(The monthly charge includes the current state utility tax.)

- B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

Drainage service charge per month= \$2.682 per 100 cubic feet of metered water consumption

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$24.14 per month.

**Section 7:** Effective January 1, 2020, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence: \$77.12 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

Sewer services charge per month = \$8.569 per 100 cubic feet of metered water consumption

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$77.12 per month.

C. Septage volume fees: \$0.2604 per gallon of discharge

**Section 8:** Effective January 1, 2020, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

A. Single family residence: \$25.95 per month

(The monthly charge includes the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

Drainage service charge per month = \$2.883 per 100 cubic feet of metered water consumption

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$25.95 per month.

**Section 9:** Effective March 1, 2017, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

- |    |  |                        |
|----|--|------------------------|
| 1. | Fixed rate accounts – minimum monthly water charge | \$36.50                |
|    | Filtration Charge                                  | 6.18                   |
|    | Total Fixed Rate                                   | \$42.68                |
|    |  |                        |
| 2. | a. Domestic metered rates – water charge:          |                        |
|    | First 500 cu. Ft., 0-500 cu. Ft.                   | \$18.25                |
|    | Over 500 cu. Ft.                                   | \$3.65 per 100 cu. Ft. |

b. In addition, there shall be added a filtration charge of \$0.618 per 100 cu. ft., \$3.09 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water<br>Provided at<br>Minimum Charge | Minimum<br>Water<br>Charge | Minimum<br>Filtration Charge | Minimum Charge<br>W/O Regard to<br>Consumption |
|----------------|---|----------------------------|------------------------------|--|
| 1/2 - 3/4 inch | 500   | \$18.25                    | \$3.09                       | \$21.34  |
| 1 inch         | 1,000   | \$36.50                    | \$6.18                       | \$42.68  |
| 2 inch         | 1,200   | \$43.80                    | \$7.42                       | \$51.22  |
| Over 2 inch    | 1,600   | \$58.40                    | \$9.89                       | \$68.29  |

3. a. Commercial/Industrial/Governmental metered rates – water charge:

- |       |                                      |                        |
|-------|--------------------------------------|------------------------|
| First | 600 cu. ft., 0-600 cu. ft.           | \$21.90                |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft.     | \$3.65 per 100 cu. ft. |
| Next  | 12,000 cu. ft., 3,000-15,000 cu. ft. | \$2.39 per 100 cu. ft. |
| Over  | 15,000 cu. ft.                       | \$1.36 per 100 cu. ft. |

b. In addition, there shall be added a filtration charge of \$0.618 per 100 cu. ft., \$3.71 per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.

c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$21.90              | \$3.71                    | \$25.61                                  |
| 1 inch         | 1,000                                       | \$36.50              | \$6.18                    | \$42.68                                  |
| 2 inch         | 1,200                                       | \$43.80              | \$7.42                    | \$51.22                                  |
| Over 2 inch    | 1,600                                       | \$58.40              | \$9.89                    | \$68.29                                  |

4. a. Irrigation metered rates – water charge:

|       |                                      |                        |
|-------|--------------------------------------|------------------------|
| First | 600 cu. ft., 0-600 cu. ft.           | \$25.08                |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft.     | \$4.18 per 100 cu. ft. |
| Next  | 12,000 cu. ft., 3,000-15,000 cu. ft. | \$2.64 per 100 cu. ft. |
| Over  | 15,000 cu. ft.                       | \$1.95 per 100 cu. ft. |

b. In addition, there shall be added a filtration charge of \$0.618 per 100 cu. ft., \$3.71 per month minimum.

c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$25.08              | \$3.71                    | \$28.79                                  |
| 1 inch         | 1,000                                       | \$41.80              | \$6.18                    | \$47.98                                  |
| 2 inch         | 1,200                                       | \$50.16              | \$7.42                    | \$57.58                                  |
| Over 2 inch    | 1,600                                       | \$66.88              | \$9.89                    | \$76.77                                  |

5. a. City installed service connection charges:

|                |                 |
|----------------|-----------------|
| 5/8 x 3/4 inch | \$2,900.00 each |
| 1 inch         | \$2,900.00      |
| 2 inch         | \$4,402.00      |

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include a \$84 non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director,

Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

|                |               |
|----------------|---------------|
| 5/8 x 3/4 inch | \$480.00 each |
| 1 inch         | \$560.00      |
| 2 inch         | \$990.00      |

6. Special Charges:

|  |                       |
|--|-----------------------|
| a. Turn-on for restart of service  | \$31.00 each          |
| b. Shut-off requested for premises where customer's stop and waste valve should have been used | \$59.00 each          |
| c. Turn-on and shut-off requested for a time other than regular hours                          | \$168.00 per call out |
| d. Meter testing: All meters regardless of size in shop testing with 1 hour minimum            | \$168.00 per hour     |
| Using meter test van with 3-hour minimum   | \$504.00 per hour     |
| e. Destroying or removing lock on meter  | \$77.00               |
| f. Illegal turn-on, tampering of water service or illegal connection (Plus costs of repairs)   | \$180.00              |
| g. Lien processing fee   | \$150.00              |
| h. New account setup charge  | \$38.00               |
| i. Locate and mark City water shut-off valve   | \$59.00               |
| j. Temporary shut-off/turn-on  | \$59.00               |
| k. Temporary shut-off/turn-on (Vault Entry)  | \$118.00              |
| l. Failure to return a city owned water service key  | \$77.00               |
| m. Returned check fee  | \$33.00               |

- n. Hang notice for delinquent account \$31.00
- o. Illegal taking of water from a fire hydrant \$1,000.00
- p. Non-compliance with annual back-flow testing \$50.00 per month
- q. Construction Meters
  - Deposit \$1,500.00
  - Usage per CCF \$4.27 per ccf
- r. Hydrant Permit
  - Deposit \$100.00
  - Monthly fee based on projected usage
    - Low (0 to 30,000 gallons/month) \$100.00
    - Medium (30,001 to 60,000 gallons/month) \$200.00
    - High (over 60,000 gallons/month) \$400.00
- s. Dormant Inspection \$60.00
- t. Should a customer receive a “past due letter” for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each monthly billing
- u. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

7. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

| <u>Size of Service</u> | <u>Service Charge</u> |
|------------------------|-----------------------|
| 2 inches               | \$13.50               |
| 3 inches               | \$18.50               |
| 4 inches               | \$23.50               |
| 6 inches               | \$34.00               |

|           |         |
|-----------|---------|
| 8 inches  | \$44.25 |
| 10 inches | \$55.75 |
| 12 inches | \$64.50 |

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of \$0.68 per 100 cu. ft. or \$4.08 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

2. Master Meters

a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

b. The consumption charges for master meters shall be as follows:

i. For master meters connected east of the Snohomish River, the water charge shall be:

|  |                               |
|--|-------------------------------|
| Meter Charge                             | \$407.23 per meter/ per month |
| Water Charge (exclusive of meter charge) | .5707 per 100 cu. ft.         |

In addition to said water charge there shall be added a twenty percent rate multiplier to the water charge and a filtration charge of \$0.68 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

ii. For master meters connected west of the Snohomish River, the water charge shall be the same as the Commercial/Industrial/Governmental water rate.

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of \$0.68 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event

shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.

4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 9 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

**Section 10:** Effective January 1, 2018, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

1. Fixed rate accounts – minimum monthly water charge \$37.41  
 Filtration Charge 6.61  
 Total Fixed Rate \$44.02
  
2. a. Domestic metered rates – water charge:
 

|                                  |                        |
|----------------------------------|------------------------|
| First 500 cu. Ft., 0-500 cu. Ft. | \$18.71                |
| Over 500 cu. Ft.                 | \$3.74 per 100 cu. Ft. |
  
- b. In addition, there shall be added a filtration charge of \$0.661 per 100 cu. ft., \$3.31 per month minimum.
  
- c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water<br>Provided at<br>Minimum Charge | Minimum<br>Water<br>Charge | Minimum<br>Filtration Charge | Minimum Charge<br>W/O Regard to<br>Consumption |
|----------------|---|----------------------------|------------------------------|--|
| 1/2 - 3/4 inch | 500   | \$18.71                    | \$3.31                       | \$22.02  |
| 1 inch         | 1,000   | \$37.41                    | \$6.61                       | \$44.02  |
| 2 inch         | 1,200   | \$44.90                    | \$7.93                       | \$52.83  |
| Over 2 inch    | 1,600   | \$59.86                    | \$10.58                      | \$70.44  |

3. a. Commercial/Industrial/Governmental metered rates – water charge:
 

|       |                                      |                        |
|-------|--------------------------------------|------------------------|
| First | 600 cu. ft., 0-600 cu. ft.           | \$22.45                |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft.     | \$3.74 per 100 cu. ft. |
| Next  | 12,000 cu. ft., 3,000-15,000 cu. ft. | \$2.45 per 100 cu. ft. |
| Over  | 15,000 cu. ft.                       | \$1.39 per 100 cu. ft. |

- b. In addition, there shall be added a filtration charge of \$0.661 per 100 cu. ft., \$3.97 per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.
- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$22.45              | \$3.97                    | \$26.42                                  |
| 1 inch         | 1,000                                       | \$37.41              | \$6.61                    | \$44.02                                  |
| 2 inch         | 1,200                                       | \$44.90              | \$7.93                    | \$52.83                                  |
| Over 2 inch    | 1,600                                       | \$59.86              | \$10.58                   | \$70.44                                  |

4. a. Irrigation metered rates – water charge:

|       |                                      |                        |
|-------|--------------------------------------|------------------------|
| First | 600 cu. ft., 0-600 cu. ft.           | \$25.71                |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft.     | \$4.28 per 100 cu. ft. |
| Next  | 12,000 cu. ft., 3,000-15,000 cu. ft. | \$2.71 per 100 cu. ft. |
| Over  | 15,000 cu. ft.                       | \$2.00 per 100 cu. ft. |

- b. In addition, there shall be added a filtration charge of \$0.661 per 100 cu. ft., \$3.97 per month minimum.
- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$25.71              | \$3.97                    | \$29.68                                  |
| 1 inch         | 1,000                                       | \$42.85              | \$6.61                    | \$49.46                                  |
| 2 inch         | 1,200                                       | \$51.41              | \$7.93                    | \$59.34                                  |
| Over 2 inch    | 1,600                                       | \$68.55              | \$10.58                   | \$79.13                                  |

5. a. City installed service connection charges:

|                |                 |
|----------------|-----------------|
| 5/8 x 3/4 inch | \$3,016.00 each |
| 1 inch         | \$3,016.00      |
| 2 inch         | \$4,450.00      |

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include an \$87 non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director, Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

|                |                |
|----------------|----------------|
| 5/8 x 3/4 inch | \$ 500.00 each |
| 1 inch         | \$ 582.00      |
| 2 inch         | \$1,030.00     |

6. Special Charges:

|  |                       |
|--|-----------------------|
| a. Turn-on for restart of service  | \$31.00 each          |
| b. Shut-off requested for premises where customer's stop and waste valve should have been used | \$59.00 each          |
| c. Turn-on and shut-off requested for a time other than regular hours                          | \$168.00 per call out |
| d. Meter testing: All meters regardless of size in shop testing with 1 hour minimum            | \$168.00 per hour     |
| Using meter test van with 3-hour minimum   | \$504.00 per hour     |
| e. Destroying or removing lock on meter  | \$77.00               |
| f. Illegal turn-on, tampering of water service or illegal connection (Plus cost of repairs)    | \$180.00              |
| g. Lien processing fee   | \$150.00              |
| h. New account setup charge  | \$38.00               |
| i. Locate and mark City water shut-off valve   | \$59.00               |
| j. Temporary shut-off/turn-on  | \$59.00               |
| k. Temporary shut-off/turn-on (Vault Entry)  | \$118.00              |

- l. Failure to return a city owned water service key \$77.00
- m. Returned check fee \$33.00
- n. Hang notice for delinquent account \$31.00
- o. Illegal taking of water from a fire hydrant \$1,000.00
- p. Non-compliance with annual back-flow testing \$50.00 per month
- q. Construction Meters
  - Deposit \$1,500.00
  - Usage per CCF \$4.40 per ccf
- r. Hydrant Permit
  - Deposit \$100.00
  - Monthly fee based on projected usage
    - Low (0 to 30,000 gallons/month) \$100.00
    - Medium (30,001 to 60,000 gallons/month) \$200.00
    - High (over 60,000 gallons/month) \$400.00
- s. Dormant Inspection \$60.00
- t. Should a customer receive a "past due letter" for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each monthly billing
- u. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

7. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

| <u>Size of Service</u> | <u>Service Charge</u> |
|------------------------|-----------------------|
| 2 inches               | \$13.84               |
| 3 inches               | \$18.96               |
| 4 inches               | \$24.09               |

|           |         |
|-----------|---------|
| 6 inches  | \$34.85 |
| 8 inches  | \$45.36 |
| 10 inches | \$57.14 |
| 12 inches | \$66.11 |

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of \$0.728 per 100 cu. ft. or \$4.37 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

2. Master Meters

a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

b. The consumption charges for master meters shall be as follows:

i. For master meters connected east of the Snohomish River, the water charge shall be:

|  |                               |
|--|-------------------------------|
| Meter Charge                             | \$407.23 per meter/ per month |
| Water Charge (exclusive of meter charge) | .5707 per 100 cu. ft.         |

In addition to said water charge there shall be added a twenty percent rate multiplier to the water charge and a filtration charge of \$0.728 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

ii. For master meters connected west of the Snohomish River, the water charge shall be the same as the Commercial/Industrial/Governmental water rate.

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of \$0.728 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added

to the meter charge or the filtration charge.

3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.
4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 10 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

**Section 11:** Effective January 1, 2019, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

1. Fixed rate accounts – minimum monthly water charge \$38.53  
 Filtration Charge 7.11  
 Total Fixed Rate \$45.64

2. a. Domestic metered rates – water charge:
 

|                                  |                        |
|----------------------------------|------------------------|
| First 500 cu. Ft., 0-500 cu. Ft. | \$19.27                |
| Over 500 cu. Ft.                 | \$3.85 per 100 cu. Ft. |

b. In addition, there shall be added a filtration charge of \$0.711 per 100 cu. ft., \$3.56 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water<br>Provided at<br>Minimum Charge | Minimum<br>Water<br>Charge | Minimum<br>Filtration Charge | Minimum Charge<br>W/O Regard to<br>Consumption |
|----------------|---|----------------------------|------------------------------|--|
| 1/2 - 3/4 inch | 500   | \$19.27                    | \$3.56                       | \$22.83  |
| 1 inch         | 1,000   | \$38.53                    | \$7.11                       | \$45.64  |
| 2 inch         | 1,200   | \$46.25                    | \$8.53                       | \$54.78  |
| Over 2 inch    | 1,600   | \$61.66                    | \$11.38                      | \$73.04  |

3. a. Commercial/Industrial/Governmental metered rates – water charge:

|       |                                  |                        |
|-------|----------------------------------|------------------------|
| First | 600 cu. ft., 0-600 cu. ft.       | \$23.12                |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft. | \$3.85 per 100 cu. ft. |

Next 12,000 cu. ft., 3,000-15,000 cu. ft. \$2.52 per 100 cu. ft.  
 Over 15,000 cu. ft. \$1.43 per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of \$0.711 per 100 cu. ft., \$4.27 per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.
- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$23.12              | \$4.27                    | \$27.39                                  |
| 1 inch         | 1,000                                       | \$38.53              | \$7.11                    | \$45.64                                  |
| 2 inch         | 1,200                                       | \$46.25              | \$8.53                    | \$54.78                                  |
| Over 2 inch    | 1,600                                       | \$61.66              | \$11.38                   | \$73.04                                  |

4. a. Irrigation metered rates – water charge:

First 600 cu. ft., 0-600 cu. ft. \$26.48  
 Next 2,400 cu. ft., 600-3,000 cu. ft. \$4.41 per 100 cu. ft.  
 Next 12,000 cu. ft., 3,000-15,000 cu. ft. \$2.79 per 100 cu. ft.  
 Over 15,000 cu. ft. \$2.06 per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of \$0.711 per 100 cu. ft., \$4.27 per month minimum.
- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$26.48              | \$4.27                    | \$30.75                                  |
| 1 inch         | 1,000                                       | \$44.14              | \$7.11                    | \$51.25                                  |
| 2 inch         | 1,200                                       | \$52.95              | \$8.53                    | \$61.48                                  |
| Over 2 inch    | 1,600                                       | \$70.61              | \$11.37                   | \$81.98                                  |

5. a. City installed service connection charges:

|                |                 |
|----------------|-----------------|
| 5/8 x 3/4 inch | \$3,135.00 each |
| 1 inch         | \$3,135.00      |
| 2 inch         | \$4,625.00      |

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include an \$91 non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director. Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

|                |                |
|----------------|----------------|
| 5/8 x 3/4 inch | \$ 520.00 each |
| 1 inch         | \$ 605.00      |
| 2 inch         | \$1,071.00     |

6. Special Charges:

- |  |                       |
|--|-----------------------|
| a. Turn-on for restart of service  | \$34.00 each          |
| b. Shut-off requested for premises where customer's stop and waste valve should have been used | \$64.00 each          |
| c. Turn-on and shut-off requested for a time other than regular hours                          | \$175.00 per call out |
| d. Meter testing: All meters regardless of size in shop testing with 1 hour minimum            | \$175.00 per hour     |
| Using meter test van with 3-hour minimum   | \$525.00 per hour     |
| e. Destroying or removing lock on meter  | \$80.00               |

|    |   |                   |
|----|---|-------------------|
| f. | Illegal turn-on, tampering of water service or illegal connection (Plus cost of repairs)  | \$195.00          |
| g. | Lien processing fee   | \$150.00          |
| h. | New account setup charge  | \$38.00           |
| i. | Locate and mark City water shut-off valve   | \$64.00           |
| j. | Temporary shut-off/turn-on  | \$64.00           |
| k. | Temporary shut-off/turn-on (Vault Entry)  | \$128.00          |
| l. | Failure to return a city owned water service key  | \$80.00           |
| m. | Returned check fee  | \$33.00           |
| n. | Hang notice for delinquent account  | \$34.00           |
| o. | Illegal taking of water from a fire hydrant   | \$1,000.00        |
| p. | Non-compliance with annual back-flow testing  | \$50.00 per month |
| q. | Construction Meters   |                   |
|    | Deposit   | \$1,500.00        |
|    | Usage per CCF   | \$4.56 per ccf    |
| r. | Hydrant Permit  |                   |
|    | Deposit   | \$100.00          |
|    | Monthly fee based on projected usage  |                   |
|    | Low (0 to 30,000 gallons/month)   | \$100.00          |
|    | Medium (30,001 to 60,000 gallons/month)   | \$200.00          |
|    | High (over 60,000 gallons/month)  | \$400.00          |
| s. | Dormant Inspection  | \$65.00           |
| t. | Should a customer receive a "past due letter" for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each monthly billing |                   |

- u. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

7. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

| <u>Size of Service</u> | <u>Service Charge</u> |
|------------------------|-----------------------|
| 2 inches               | \$14.26               |
| 3 inches               | \$19.53               |
| 4 inches               | \$24.81               |
| 6 inches               | \$35.90               |
| 8 inches               | \$46.72               |
| 10 inches              | \$58.85               |
| 12 inches              | \$68.09               |

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of \$0.782 per 100 cu. ft. or \$4.70 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

2. Master Meters

- a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

- b. The consumption charges for master meters shall be as follows:

- i. For master meters connected east of the Snohomish River, the water charge shall be:

|  |                               |
|--|-------------------------------|
| Meter Charge                             | \$407.23 per meter/ per month |
| Water Charge (exclusive of meter charge) | .5707 per 100 cu. ft.         |

In addition to said water charge there shall be added a twenty percent rate Multiplier to the water charge and a filtration charge of \$0.782 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

- ii. For master meters connected west of the Snohomish River, the water charge shall be the same as the Commercial/Industrial/Governmental water rate.

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of \$0.782. per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

- 3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.
- 4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 11 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

**Section 12:** Effective January 1, 2020, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

- 1. Fixed rate accounts – minimum monthly water charge \$39.88  
 Filtration Charge 7.57  
 Total Fixed Rate \$47.45
- 2. a. Domestic metered rates – water charge:
  - First 500 cu. Ft., 0-500 cu. Ft. \$19.94
  - Over 500 cu. Ft. \$3.98 per 100 cu. Ft.
- b. In addition, there shall be added a filtration charge of \$0.757 per 100 cu. ft., \$3.79 per month minimum.
- c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 500   | \$19.94              | \$3.79                    | \$23.73                                  |
| 1 inch         | 1,000                                       | \$39.88              | \$7.75                    | \$47.63                                  |
| 2 inch         | 1,200                                       | \$47.87              | \$9.08                    | \$56.95                                  |
| Over 2 inch    | 1,600                                       | \$63.82              | \$12.11                   | \$75.93                                  |

3. a. Commercial/Industrial/Governmental metered rates – water charge:

|       |                                      |                        |
|-------|--------------------------------------|------------------------|
| First | 600 cu. ft., 0-600 cu. ft.           | \$23.93                |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft.     | \$3.98 per 100 cu. ft. |
| Next  | 12,000 cu. ft., 3,000-15,000 cu. ft. | \$2.61 per 100 cu. ft. |
| Over  | 15,000 cu. ft.                       | \$1.48 per 100 cu. ft. |

b. In addition, there shall be added a filtration charge of \$0.757 per 100 cu. ft., \$4.54 per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.

c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$23.93              | \$4.54                    | \$28.47                                  |
| 1 inch         | 1,000                                       | \$39.88              | \$7.75                    | \$47.63                                  |
| 2 inch         | 1,200                                       | \$47.87              | \$9.08                    | \$56.95                                  |
| Over 2 inch    | 1,600                                       | \$63.82              | \$12.11                   | \$75.93                                  |

4. a. Irrigation metered rates – water charge:

|       |                                      |                        |
|-------|--------------------------------------|------------------------|
| First | 600 cu. ft., 0-600 cu. ft.           | \$27.41                |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft.     | \$4.56 per 100 cu. ft. |
| Next  | 12,000 cu. ft., 3,000-15,000 cu. ft. | \$2.89 per 100 cu. ft. |
| Over  | 15,000 cu. ft.                       | \$2.13 per 100 cu. ft. |

b. In addition, there shall be added a filtration charge of \$0.757 per 100 cu. ft., \$4.54 per month minimum.

c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$27.41              | \$4.54                    | \$31.95                                  |
| 1 inch         | 1,000                                       | \$45.68              | \$7.57                    | \$53.25                                  |
| 2 inch         | 1,200                                       | \$54.80              | \$9.08                    | \$63.88                                  |
| Over 2 inch    | 1,600                                       | \$73.08              | \$12.11                   | \$85.19                                  |

5. a. City installed service connection charges:

|                |                 |
|----------------|-----------------|
| 5/8 x 3/4 inch | \$3,260.00 each |
| 1 inch         | \$3,260.00      |
| 2 inch         | \$4,810.00      |

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include an \$95 non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director. Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

|                |                |
|----------------|----------------|
| 5/8 x 3/4 inch | \$ 540.00 each |
| 1 inch         | \$ 630.00      |
| 2 inch         | \$1,115.00     |

6. Special Charges:

- |  |                       |
|--|-----------------------|
| a. Turn-on for restart of service  | \$34.00 each          |
| b. Shut-off requested for premises where customer's stop and waste valve should have been used | \$64.00 each          |
| c. Turn-on and shut-off requested for a time other than regular hours                          | \$175.00 per call out |

|    |  |                   |
|----|--|-------------------|
| d. | Meter testing: All meters regardless of size in shop testing with 1 hour minimum         | \$175.00 per hour |
|    | Using meter test van with 3-hour minimum   | \$525.00 per hour |
| e. | Destroying or removing lock on meter   | \$80.00           |
| f. | Illegal turn-on, tampering of water service or illegal connection (Plus cost of repairs) | \$195.00          |
| g. | Lien processing fee  | \$150.00          |
| h. | New account setup charge   | \$38.00           |
| i. | Locate and mark City water shut-off valve  | \$64.00           |
| j. | Temporary shut-off/turn-on   | \$64.00           |
| k. | Temporary shut-off/turn-on (Vault Entry)   | \$128.00          |
| l. | Failure to return a city owned water service key   | \$80.00           |
| m. | Returned check fee   | \$33.00           |
| n. | Hang notice for delinquent account   | \$34.00           |
| o. | Illegal taking of water from a fire hydrant  | \$1,000.00        |
| p. | Non-compliance with annual back-flow testing   | \$50.00 per month |
| q. | Construction Meters  |                   |
|    | Deposit  | \$1,500.00        |
|    | Usage per CCF  | \$4.74 per ccf    |
| r. | Hydrant Permit   |                   |
|    | Deposit  | \$100.00          |
|    | Monthly fee based on projected usage   |                   |
|    | Low (0 to 30,000 gallons/month)  | \$100.00          |
|    | Medium (30,001 to 60,000 gallons/month)  | \$200.00          |
|    | High (over 60,000 gallons/month)   | \$400.00          |
| s. | Dormant Inspection   | \$65.00           |

- t. Should a customer receive a “past due letter” for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each monthly billing
  - u. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service
8. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

| <u>Size of Service</u> | <u>Service Charge</u> |
|------------------------|-----------------------|
| 2 inches               | \$14.76               |
| 3 inches               | \$20.21               |
| 4 inches               | \$25.68               |
| 6 inches               | \$37.16               |
| 8 inches               | \$48.36               |
| 10 inches              | \$60.91               |
| 12 inches              | \$70.47               |

B. Outside the City Limits

- 1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of \$0.834 per 100 cu. ft. or \$5.00 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.
- 2. Master Meters
  - a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.
  - b. The consumption charges for master meters shall be as follows:
    - i. For master meters connected east of the Snohomish River, the water charge shall be:

|  |                               |
|--|-------------------------------|
| Meter Charge                             | \$407.23 per meter/ per month |
| Water Charge (exclusive of meter charge) | .5707 per 100 cu. ft.         |

In addition to said water charge there shall be added a twenty percent rate Multiplier to the water charge and a filtration charge of \$0.834 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

- ii. For master meters connected west of the Snohomish River, the water charge shall be the same as the Commercial/Industrial/Governmental water rate.

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of \$0.834 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

- 3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.
- 4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 12 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

**Section 13:** Where the use of water is such that a portion of all the water delivered to the customer does not discharge into a City sewer due to commercial or industrial use, such as loss by evaporation or any other cause or use in manufactured products, such as ice, canned goods, beverages and the like, no sewer service charge shall be made because of water so used or lost: provided however, the water user shall provide proof as to the amount of sewage discharge and/or install a meter or other measuring device approved by the City Engineer to determine either the amount of sewage discharge or the amount of water used or lost.

**Section 14:** Where a non-residential metered water customer can demonstrate that its consumption of water is now and will be substantially in excess of surface water impact, the Public Works Director is authorized to adjust the charges for water quality protection and enhancement to adequately reflect any excessive disparity. The burden of proof shall be on the applicant for any adjustment and adjustment shall not be retroactive. The Public Works Director shall develop criteria and procedures for such review.

**Section 15:** The City of Everett will review the sewer system user charges at least annually and revise the rates as necessary to ensure that adequate revenues are generated to pay the costs of operation and

maintenance including replacement and that the system continues to provide for proportional distribution of costs of operation and maintenance including replacement among users.

**Section 16:** The City of Everett will notify each user at least annually of the rate being charged for operation and maintenance (including non-capital replacement) of the sewer collection and sewer treatment systems.

**Section 17:** Ordinance No. 3417-14 (EMC 14.14.020) and 3299-12 (EMC 14.16.710, 711, 712 and 713) shall be repealed upon the effective date of this ordinance; provided that findings relating to sewer system costs under Ordinances 1976-93, 237-73, 627-79, 1264-86, 1437-88, 1538-88, 1538-88, 1834-91, 1871-92, 1933-93, 2142-96, 2189-96, 2366-99, 3096-08, 3156-09, 3299-12 and 3417-14 are incorporated herein for background purposes.

**Section 18:** Metering Requirements. Washington State Department of Health Water Efficiency Rules, WAC 246-290-496, require every municipal water system with more than 1,000 connections to meter all services by January 22, 2017. The City of Everett may, at any time after the effective date of this ordinance and prior to January 22, 2017, convert existing flat rate services to metered service accounts. At such time, as a flat rate account is converted to metered, beginning with the next scheduled read date, the meter will be read and that account will be billed based on consumption and current rates for domestic metered accounts no later than the next billing cycle.

**Section 19:** State Utility Tax. The Mayor is authorized to increase or decrease the water charges herein to reflect any change in the State of Washington tax on water system revenues (currently set at 5.029% of system revenues).

**Section 20:** On April 1, 2014, and thereafter on a biannual basis, the Utilities Superintendent shall submit a review and report of the financial condition of the water utility and City Council shall consider adjustment of rates, based on then current costs including but not limited to changes in the AFSCME Labor Relations agreement wage provisions for the position of Utility Laborer.

**Section 21:** Domestic water customers will be defined as follows: “All metered water customers, either single family homes or multi-unit dwellings, of which the primary use is that of a structure to house human residents for an extended period of time shall be considered residential customers for the purpose of water billing”.

**Section 22:** Irrigation water customers will be defined as follows: “All metered water services which provide water solely for the purpose of commercial or agricultural irrigation of crops or landscaping shall be considered irrigation accounts for the purpose of water billing”.

**Section 23:** Future Rate Increases. Future increases in the water rates charged herein (except the State of Washington tax on system revenues) may be increased by City Council resolution subject to public hearing and notice of publication thereof at least two weeks in advance of approval of said resolution.

**Section 24:** The City of Everett will review the water system user charges at least annually and revise the rates as necessary to ensure that adequate water service revenues are generated to pay the costs of operation and maintenance including replacement and that the system continues to provide for proportional distribution of costs of operation and maintenance including replacement among users.

**Section 25:** Sections 1 through 12 of this Ordinance are to be codified as follows: Sections 1 and 2 – 14.04.020A, Sections 3 and 4 – 14.04.020B, Sections 5 and 6 – 14.04.010C, Sections 7 and 8 – 14.04.020D, Section 9 – 14.16.710, Section 10 – 14.16.711, Section 11 – 14.16.712 and Section 12 – 14.16.713.

**Section 26:** Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 27:** The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection number and any references, thereto.

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RAY STEPHANSON, MAYOR

ATTEST:

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CITY CLERK

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

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

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

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

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

An ORDINANCE establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and repealing Ordinance Nos. ~~3096-083417-14~~ (EMC 14.04.020) and ~~3156-093299-12~~ (EMC 14.16.710-13).

WHEREAS, Ordinance ~~3096-083417-14~~ was adopted on ~~September 24, 2008~~December 17, 2014 establishing current sewer and surface water management rates for Everett sewer customers; and

WHEREAS, Ordinance ~~3156-093299-12~~ was adopted on ~~November 25, 2009~~November 21, 2012, establishing current water and filtration rates for Everett water customers; and

WHEREAS, the ~~2012-2016~~ cost of service study has been completed; and

~~WHEREAS, the Washington State Department of Health has adopted Water Use Efficiency Rules that require all end-users of municipal water systems with more than 1,000 connections to be metered; and~~

WHEREAS, to cover the cost of service, a general rate increase is necessary to cover operations, maintenance and capital expenditures; and

WHEREAS, the City Council finds that the charges herein are reasonable;

NOW, THEREFORE, the City of Everett does ordain:

**Section 1:** Effective ~~January 1, 2013~~March 1, 2017, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence:     ~~\$48.00~~65.70 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

Sewer services charge per month = ~~\$5.33~~37.30 per 100 cubic feet of metered water consumption

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be ~~\$48.00~~65.70 per month.

C. Septage volume fees: ~~\$0.19~~190.2260 per gallon of discharge

**Section 2:** Effective ~~January 1, 2013~~March 1, 2017, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

A. Single family residence: ~~\$13.06~~21.28 per month

(The monthly charge includes the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

$$\text{Drainage service charge per month} = \frac{\text{Metered water usage} \times 13.06}{900 \text{ cu.ft.}} \times \$2.364 \text{ per 100 cubic feet of meter water consumption}$$

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be ~~\$13.06~~21.28 per month.

**Section 3:** Effective ~~January 1, 2014~~2018, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence: ~~\$49.50~~69.65 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

$$\text{Sewer services charge per month} = \$5.50 \times 0.739 \text{ per 100 cubic feet of metered water consumption}$$

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be ~~\$49.50~~69.65 per month.

C. Septage volume fees: ~~\$0.19~~960.2396 per gallon of discharge

**Section 4:** Effective January 1, 2014~~2018~~, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

A. Single family residence:     ~~\$13,192.56~~ per month

(The monthly charge includes the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

$$\text{Drainage service charge per month} = \frac{\text{Metered water usage} \times 13.19}{900 \text{ cu.ft.}} \times \$2.507 \text{ per 100 cubic feet of metered water consumption}$$

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be ~~\$13,192.56~~ per month.

**Section 5:** Effective January 1, 2015~~2019~~, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence:     ~~\$51,107.58~~ per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

$$\text{Sewer services charge per month} = \$5,677.176 \text{ per 100 cubic feet of metered water consumption}$$

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be ~~\$51,107.58~~ per month.

C. Septage volume fees:       ~~\$0.20760.2516~~ per gallon of discharge

**Section 6:** Effective January 1, 2015~~2019~~, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

A. Single family residence:     ~~\$13,322.14~~ per month

(The monthly charge includes the current state utility tax.)

- B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

$$\text{Drainage service charge per month} = \frac{\text{Metered water usage} \times 13.32}{900 \text{ cu.ft.}} \times \$2.682 \text{ per 100 cubic feet of metered water consumption}$$

(The monthly charge includes the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$~~13.32~~24.14 per month.

**Section 7:** Effective ~~July 1, 2015~~January 1, 2020, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

- A. Single family residence: \$~~54.45~~77.12 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

- B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

$$\text{Sewer services charge per month} = \$\text{~~6.058~~8.569 per 100 cubic feet of metered water consumption}$$

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

The minimum monthly charge regardless of usage shall be \$~~54.45~~77.12 per month.

- C. Septage volume fees: \$~~0.2195~~60.2604 per gallon of discharge

**Section 8:** Effective ~~July 1, 2015~~January 1, 2020, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

- A. Single family residence: \$~~14.51~~25.95 per month

(The monthly charge includes the current state utility tax.)

- C. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:

$$\text{Drainage service charge per month} = \text{Metered water usage} \times 14.51$$

~~\_\_\_\_\_ 900 cu.ft. \$2.883 per 100 cubic feet of metered  
water consumption~~

~~(The monthly charge includes the current state utility tax.)~~

The minimum monthly charge regardless of usage shall be ~~\$14.51~~ \$25.95 per month.

~~**Section 9:** Effective January 1, 2016, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:~~

~~A. Single family residence: \_\_\_\_\_ \$59.90 per month~~

~~(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)~~

~~B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:~~

~~Sewer services charge per month = \$6.65 per 100 cubic feet of metered water consumption~~

~~(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)~~

~~The minimum monthly charge regardless of usage shall be \$59.90 per month.~~

~~C. Septage volume fees: \_\_\_\_\_ \$0.24152 per gallon of discharge~~

~~**Section 10:** Effective January 1, 2016, and thereafter, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:~~

~~A. Single family residence: \_\_\_\_\_ \$15.96 per month~~

~~(The monthly charge includes the current state utility tax.)~~

~~B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.). The rate shall be computed in accordance with the following formula:~~

~~Drainage service charge per month =  $\frac{\text{Metered water usage} \times 15.96}{900 \text{ cu.ft.}}$~~

~~(The monthly charge includes the current state utility tax.)~~

~~The minimum monthly charge regardless of usage shall be \$15.96 per month.~~

**Section 119:** Effective ~~January 1, 2013~~ March 1, 2017, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

- 1. Fixed rate accounts – minimum monthly water charge \$24,953.6  
.50  
 Filtration Charge  
\$296.18  
 Total Fixed Rate \$30,244.2  
.68
  
- 2. a. Domestic metered rates – water charge:  
 First 500 cu. Ft., 0-500 cu. Ft. \$12,481.25  
 Over 500 cu. Ft. \$2,495.65 per 100 cu. Ft.

b. In addition, there shall be added a filtration charge of \$0,529.618 per 100 cu. ft.,  
\$2,653.09 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

| Meter Size                | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|---------------------------|---|----------------------|---------------------------|--|
| <del>1/2 - 3/4 inch</del> | <del>500</del>                              | <del>\$12.48</del>   | <del>\$2.65</del>         | <del>\$15.13</del>                       |
| 1 inch                    | 1,000                                       | \$24.95              | \$5.29                    | \$30.24                                  |
| 2 inch                    | 1,200                                       | \$29.94              | \$6.35                    | \$36.29                                  |
| Over 2 inch               | 1,600                                       | \$39.92              | \$8.47                    | \$48.39                                  |

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 500   | \$18.25              | \$3.09                    | \$21.34                                  |
| 1 inch         | 1,000                                       | \$36.50              | \$6.18                    | \$42.68                                  |
| 2 inch         | 1,200                                       | \$43.80              | \$7.42                    | \$51.22                                  |
| Over 2 inch    | 1,600                                       | \$58.40              | \$9.89                    | \$68.29                                  |

- 3. a. Commercial/Industrial/Governmental/Wholesale West of River Non-Pumped metered rates – water charge:  
 First 600 cu. ft., 0-600 cu. ft. \$14,972.90  
 Next 2,400 cu. ft., 600-3,000 cu. ft. \$2,495.65 per 100 cu. ft.

Next 12,000 cu. ft., 3,000-15,000 cu. ft. ~~\$1,5602.39~~ per 100 cu. ft.  
 Over 15,000 cu. ft. ~~\$0,8501.36~~ per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of ~~\$0,5290.618~~ per 100 cu. ft., ~~\$3,173.71~~ per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.
- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$14.97              | \$3.17                    | \$18.14                                  |
| 1 inch         | 1,000                                       | \$24.95              | \$5.29                    | \$30.24                                  |
| 2 inch         | 1,200                                       | \$29.94              | \$6.35                    | \$36.29                                  |
| Over 2 inch    | 1,600                                       | \$39.92              | \$8.47                    | \$48.39                                  |

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$21.90              | \$3.71                    | \$25.61                                  |
| 1 inch         | 1,000                                       | \$36.50              | \$6.18                    | \$42.68                                  |
| 2 inch         | 1,200                                       | \$43.80              | \$7.42                    | \$51.22                                  |
| Over 2 inch    | 1,600                                       | \$58.40              | \$9.89                    | \$68.29                                  |

Comment [JE1]: Replace table

4. a. Irrigation metered rates – water charge:

First 600 cu. ft., 0-600 cu. ft. ~~\$17,1025.08~~  
 Next 2,400 cu. ft., 600-3,000 cu. ft. ~~\$2,8504.18~~ per 100 cu. ft.  
 Next 12,000 cu. ft., 3,000-15,000 cu. ft. ~~\$1,7902.64~~ per 100 cu. ft.  
 Over 15,000 cu. ft. ~~\$1,3201.95~~ per 100 cu. ft.

- b. In addition, there shall be added a filtration charge of ~~\$0,5290.618~~ per 100 cu. ft., ~~\$3,173.71~~ per month minimum.
- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$25.08              | \$3.71                    | \$28.79                                  |
| 1 inch         | 1,000                                       | \$41.80              | \$6.18                    | \$47.98                                  |
| 2 inch         | 1,200                                       | \$50.16              | \$7.42                    | \$57.58                                  |
| Over 2 inch    | 1,600                                       | \$66.88              | \$9.89                    | \$76.77                                  |

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$17.10              | \$3.17                    | \$20.27                                  |
| 1 inch         | 1,000                                       | \$28.50              | \$5.29                    | \$33.79                                  |
| 2 inch         | 1,200                                       | \$34.20              | \$6.35                    | \$40.55                                  |
| Over 2 inch    | 1,600                                       | \$45.60              | \$8.47                    | \$54.07                                  |

Comment [JE2]: Replace Table

5. ~~Untreated Industrial Water:~~

~~Meter Charge~~ ~~\$1,550.00 monthly~~  
~~Commodity Charge~~ ~~\$370.00/MG~~

65. a. City installed service connection charges:

5/8 x 3/4 inch ~~\$2,170.00~~ \$2,900.00  
each  
1 inch ~~\$2,172.900.00~~  
2 inch ~~\$3,8024.402.00~~

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include a ~~\$78-84~~ non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director, Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

5/8 x 3/4 inch \$480.00 each  
1 inch \$560.00  
2 inch \$990.00

76. Special Charges:

|            |   |  |
|------------|---|--|
| a.         | Turn-on for restart of service  | <del>\$25.00</del> <u>\$31.00</u> each           |
| b.         | Shut-off requested for premises where customer's stop and waste valve should have been used | <del>\$50.00</del> <u>\$59.00</u> each           |
| c.         | Turn-on and shut-off requested for a time other than regular hours                          | <del>\$128.00</del> <u>\$168.00</u> per call out |
| d.         | Meter testing: All meters regardless of size in shop testing with 1 hour minimum            | <del>\$128.00</del> <u>\$168.00</u> per hour     |
|            | Using meter test van with 3-hour minimum  | <del>\$379.00</del> <u>\$504.00</u> per hour     |
| e.         | Destroying or removing lock on meter  | <del>\$65.00</del> <u>\$77.00</u>                |
| f.         | Illegal turn-on, tampering of water service or illegal connection                           | <del>\$150.00</del> <u>\$180.00</u>              |
| g.         | Lien processing fee   | <del>\$185.00</del> <u>\$150.00</u>              |
| h.         | New account setup charge  | <del>\$30.00</del> <u>\$38.00</u>                |
| i.         | Locate and mark City water shut-off valve   | <del>\$50.00</del> <u>\$59.00</u>                |
| j.         | Temporary shut-off/turn-on  | <del>\$50.00</del> <u>\$59.00</u>                |
| <u>k.</u>  | <u>Temporary shut-off/turn-on (Vault Entry)</u>   | <u>\$118.00</u>                                  |
| <u>lk.</u> | <u>Failure to return a city owned water service key</u>                                     | <u>\$65.00<u>\$77.00</u></u>                     |
| <u>ml.</u> | <u>Returned check fee</u>   | <u>\$33.00</u>                                   |
| <u>nm.</u> | <u>Hang notice for delinquent account</u>   | <u>\$25.00<u>\$31.00</u></u>                     |
| <u>on.</u> | <u>Illegal taking of water from a fire hydrant</u>  | <u>\$300.00<u>\$1,000.00</u></u>                 |
| <u>op.</u> | <u>Non-compliance with annual back-flow testing</u>   | <u>\$50.00</u> <u>per month</u>                  |
| <u>q.</u>  | <u>Construction Meters</u>  |  |
|            | <u>Deposit</u>  | <u>\$1,500.00</u>                                |
|            | <u>Usage</u>  | <u>\$4.27 per ccf</u>                            |

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|    |  |                 |
|----|--|-----------------|
| r. | <u>Hydrant Permit</u>                          |                 |
|    | <u>Deposit</u>                                 | <u>\$100.00</u> |
|    | <u>Monthly fee based on projected usage</u>    |                 |
|    | <u>Low (0 to 30,000 gallons/month)</u>         | <u>\$100.00</u> |
|    | <u>Medium (30,001 to 60,000 gallons/month)</u> | <u>\$200.00</u> |
|    | <u>High (over 60,000 gallons/month)</u>        | <u>\$400.00</u> |

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s. Dormant Inspection \$60.00

pt. Should a customer receive a "past due letter" for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each bi-monthly billing

qu. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

87. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

| <u>Size of Service</u> | <u>Service Charge</u> |
|------------------------|-----------------------|
| 2 inches               | <u>\$9.0013.50</u>    |
| 3 inches               | <u>\$12.5018.50</u>   |
| 4 inches               | <u>\$16.0023.50</u>   |
| 6 inches               | <u>\$23.0034.00</u>   |
| 8 inches               | <u>\$30.0044.25</u>   |
| 10 inches              | <u>\$37.7555.75</u>   |
| 12 inches              | <u>\$44.0064.50</u>   |

#### B. Outside the City Limits

- Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of \$0.5820.68 per 100 cu. ft. or \$3.494.08 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

2. Master Meters

a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

b. The consumption charges for master meters shall be as follows:

i. For master meters connected east of the Snohomish River, the water charge shall be:

|  |   |
|--|---|
| Meter Charge                             | \$ <del>272.52</del> <u>407.23</u> monthly    |
| Water Charge (exclusive of meter charge) | <del>.3819</del> <u>.5707</u> per 100 cu. ft. |

In addition to said water charge there shall be added a twenty percent rate multiplier to the water charge and a filtration charge of \$~~0.5820~~.68 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

ii. For master meters connected west of the Snohomish River, the water charge shall be: the same as the Commercial/Industrial/Governmental water rate.

|                         |   |
|-------------------------|---|
| <del>Pumped</del>       | <del>\$1.13 per 100 cu. ft.</del>         |
| <del>Meter Charge</del> | <del>\$4,492.00/per meter/per month</del> |

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of \$~~0.5820~~.68 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.

4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 9 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

**Section 1210:** Effective January 1, 2014~~2018~~, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

|   |  |
|---|--|
| 1. Fixed rate accounts – minimum monthly water charge | <u>\$28,323.7</u>                                    |
| Filtration Charge                                     | <u>.41</u>   |
| Total Fixed Rate                                      | <u>\$5,516.61</u><br><u>\$33,834.4</u><br><u>.02</u> |

|  |                                   |
|--|-----------------------------------|
| 2. a. Domestic metered rates – water charge: |                                   |
| First 500 cu. Ft., 0-500 cu. Ft.             | <u>\$14,161.871</u>               |
| Over 500 cu. Ft.                             | <u>\$2,832.74</u> per 100 cu. Ft. |

b. In addition, there shall be added a filtration charge of \$0.55+0.661 per 100 cu. ft.,  
\$2,763.31 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

| Meter Size                | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|---------------------------|---|----------------------|---------------------------|--|
| <del>1/2 - 3/4 inch</del> | <del>500</del>                              | <del>\$14.16</del>   | <del>\$2.76</del>         | <del>\$16.92</del>                       |
| 1 inch                    | 1,000                                       | \$28.32              | \$5.51                    | \$33.83                                  |
| 2 inch                    | 1,200                                       | \$33.99              | \$6.62                    | \$40.61                                  |
| Over 2 inch               | 1,600                                       | \$45.32              | \$8.82                    | \$54.14                                  |

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 500   | \$18.71              | \$3.31                    | \$22.02                                  |
| 1 inch         | 1,000                                       | \$37.41              | \$6.61                    | \$44.02                                  |
| 2 inch         | 1,200                                       | \$44.90              | \$7.93                    | \$52.83                                  |
| Over 2 inch    | 1,600                                       | \$59.86              | \$10.58                   | \$70.44                                  |

3. a. Commercial/Industrial/Governmental/Wholesale West of River Non-Pumped metered rates – water charge:

|       |                                      |                                     |
|-------|--------------------------------------|-------------------------------------|
| First | 600 cu. ft., 0-600 cu. ft.           | <u>\$16,992.45</u>                  |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft.     | <u>\$2,832.74</u> per 100 cu. ft.   |
| Next  | 12,000 cu. ft., 3,000-15,000 cu. ft. | <u>\$1,800.45</u> per 100 cu. ft.   |
| Over  | 15,000 cu. ft.                       | <u>\$0,990.1.39</u> per 100 cu. ft. |

b. In addition, there shall be added a filtration charge of \$0.55+0.661 per 100 cu. ft.,  
\$3,343.97 per month minimum. All wholesale customers shall be assessed a 20%

rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.

- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$16.99              | \$3.31                    | \$20.30                                  |
| 1 inch         | 1,000                                       | \$28.32              | \$5.51                    | \$33.83                                  |
| 2 inch         | 1,200                                       | \$33.98              | \$6.62                    | \$40.60                                  |
| Over 2 inch    | 1,600                                       | \$45.31              | \$8.82                    | \$54.13                                  |

Comment [JE3]: Replace Table

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$22.45              | \$3.97                    | \$26.42                                  |
| 1 inch         | 1,000                                       | \$37.41              | \$6.61                    | \$44.02                                  |
| 2 inch         | 1,200                                       | \$44.90              | \$7.93                    | \$52.83                                  |
| Over 2 inch    | 1,600                                       | \$59.86              | \$10.58                   | \$70.44                                  |

4. a. Irrigation metered rates – water charge:

|       |                                      |   |
|-------|--------------------------------------|---|
| First | 600 cu. ft., 0-600 cu. ft.           | <del>\$19.44</del> <u>25.71</u>               |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft.     | <del>\$3.24</del> <u>4.28</u> per 100 cu. ft. |
| Next  | 12,000 cu. ft., 3,000-15,000 cu. ft. | <del>\$2.04</del> <u>2.71</u> per 100 cu. ft. |
| Over  | 15,000 cu. ft.                       | <del>\$1.50</del> <u>2.00</u> per 100 cu. ft. |

- b. In addition, there shall be added a filtration charge of ~~\$0.55~~10.661 per 100 cu. ft., ~~\$3.31~~3.97 per month minimum.

- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$19.44              | \$3.31                    | \$22.75                                  |
| 1 inch         | 1,000                                       | \$32.40              | \$5.51                    | \$37.91                                  |
| 2 inch         | 1,200                                       | \$38.88              | \$6.62                    | \$45.50                                  |
| Over 2 inch    | 1,600                                       | \$51.84              | \$8.82                    | \$60.66                                  |

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$25.71              | \$3.97                    | \$29.68                                  |
| 1 inch         | 1,000                                       | \$42.85              | \$6.61                    | \$49.46                                  |
| 2 inch         | 1,200                                       | \$51.41              | \$7.93                    | \$59.34                                  |
| Over 2 inch    | 1,600                                       | \$68.55              | \$10.58                   | \$79.13                                  |

Comment [JE4]:

5. ~~Untreated Industrial Water:~~

~~Meter Charge~~ ~~\$1,760.00 monthly~~  
~~Commodity Charge~~ ~~\$420.00/MG~~

65. a. City installed service connection charges:

5/8 x 3/4 inch ~~\$2,280.00~~ \$3,016.00  
each  
1 inch ~~\$2,282.00~~ \$3,016.00  
2 inch ~~\$3,992.00~~ \$4,450.00

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include an ~~\$80-87~~ non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director. Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

5/8 x 3/4 inch ~~\$480.00~~ \$500.00  
each  
1 inch ~~\$560.00~~ \$582.00  
2 inch ~~\$990.00~~ \$1,030.00

76. Special Charges:

|     |   |                                  |
|-----|---|----------------------------------|
| a.  | Turn-on for restart of service  | \$ <u>2731.00</u> each           |
| b.  | Shut-off requested for premises where customer's stop and waste valve should have been used | \$ <u>5259.00</u> each           |
| c.  | Turn-on and shut-off requested for a time other than regular hours                          | \$ <u>128168.00</u> per call out |
| d.  | Meter testing: All meters regardless of size in shop testing with 1 hour minimum            | \$ <u>128168.00</u> per hour     |
|     | Using meter test van with 3-hour minimum  | \$ <u>379504.00</u> per hour     |
| e.  | Destroying or removing lock on meter  | \$ <u>6577.00</u>                |
| f.  | Illegal turn-on, tampering of water service or illegal connection                           | \$ <u>160180.00</u>              |
| g.  | Lien processing fee   | \$ <u>495150.00</u>              |
| h.  | New account setup charge  | \$ <u>3238.00</u>                |
| i.  | Locate and mark City water shut-off valve   | \$ <u>5259.00</u>                |
| j.  | Temporary shut-off/turn-on  | \$ <u>5259.00</u>                |
| k.  | <u>Temporary shut-off/turn-on (Vault Entry)</u>   | \$ <u>118.00</u>                 |
| kl. | Failure to return a city owned water service key  | \$ <u>6577.00</u>                |
| lm. | Returned check fee  | \$33.00                          |
| mn. | Hang notice for delinquent account  | \$ <u>2731.00</u>                |
| no. | Illegal taking of water from a fire hydrant   | \$ <u>3001,000.00</u>            |
| op. | Non-compliance with annual back-flow testing  | \$50.00 <u>per month</u>         |
| q.  | <u>Construction Meters</u>  |                                  |
|     | <u>Deposit</u>  | \$ <u>1,500.00</u>               |
|     | <u>Usage</u>  | \$ <u>4.40 per ccf</u>           |

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|----|--|-----------------|
| r. | <u>Hydrant Permit</u>                          |                 |
|    | <u>Deposit</u>                                 | <u>\$100.00</u> |
|    | <u>Monthly fee based on projected usage</u>    |                 |
|    | <u>Low (0 to 30,000 gallons/month)</u>         | <u>\$100.00</u> |
|    | <u>Medium (30,001 to 60,000 gallons/month)</u> | <u>\$200.00</u> |
|    | <u>High (over 60,000 gallons/month)</u>        | <u>\$400.00</u> |

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s. Dormant Inspection \$60.00

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Pt. Should a customer receive a "past due letter" for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each bi-monthly billing

qu. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

87. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

| <u>Size of Service</u> | <u>Service Charge</u>           |
|------------------------|---------------------------------|
| 2 inches               | <del>\$10.25</del> <u>13.84</u> |
| 3 inches               | <del>\$14.25</del> <u>18.96</u> |
| 4 inches               | <del>\$18.25</del> <u>24.09</u> |
| 6 inches               | <del>\$24.25</del> <u>34.85</u> |
| 8 inches               | <del>\$34.00</del> <u>45.36</u> |
| 10 inches              | <del>\$43.00</del> <u>57.14</u> |
| 12 inches              | <del>\$50.00</del> <u>66.11</u> |

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of ~~\$0.6070~~0.728 per 100 cu. ft. or ~~\$3.644~~3.7 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

2. Master Meters

a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

b. The consumption charges for master meters shall be as follows:

i. For master meters connected east of the Snohomish River, the water charge shall be:

|  |   |
|--|---|
| Meter Charge                             | <del>\$316.12</del> <u>407.23</u> monthly     |
| Water Charge (exclusive of meter charge) | <del>.4430</del> <u>.5707</u> per 100 cu. ft. |

In addition to said water charge there shall be added a twenty percent rate multiplier to the water charge and a filtration charge of ~~\$0.60~~70.728 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

ii. For master meters connected west of the Snohomish River, the water charge shall be: the same as the Commercial/Industrial/Governmental water rate.

|                          |   |
|--------------------------|---|
| <del>Pumped</del>        | <del>\$1.29</del> per 100 cu. ft.         |
| <del>Meter Charge:</del> | <del>\$5,119.00</del> per meter/per month |

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of ~~\$0.60~~70.728 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.
4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 10 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

**Section 13:** Effective January 1, 2015~~2019~~, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

1. Fixed rate accounts – minimum monthly water charge ~~\$32.15~~38
- Filtration Charge .53

Total Fixed Rate 5,747.11  
\$37,8945  
.64

2. a. Domestic metered rates – water charge:
- |                                  |                                    |
|----------------------------------|------------------------------------|
| First 500 cu. Ft., 0-500 cu. Ft. | <u>\$16,0819.27</u>                |
| Over 500 cu. Ft.                 | <u>\$3,2153.85</u> per 100 cu. Ft. |

b. In addition, there shall be added a filtration charge of \$0.5740.711 per 100 cu. ft.,  
\$2,873.56 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

| Meter Size                | Cu. Ft. of Water<br>Provided at<br>Minimum Charge | Minimum<br>Water<br>Charge | Minimum<br>Filtration Charge | Minimum Charge<br>W/O Regard to<br>Consumption |
|---------------------------|---|----------------------------|------------------------------|--|
| <del>1/2 - 3/4 inch</del> | <del>500</del>                                    | <del>\$16.08</del>         | <del>\$2.87</del>            | <del>\$18.95</del>                             |
| 1 inch                    | 1,000   | \$32.15                    | \$5.74                       | \$37.89  |
| 2 inch                    | 1,200   | \$38.58                    | \$6.89                       | \$45.47  |
| Over 2 inch               | 1,600   | \$51.44                    | \$9.18                       | \$60.62  |

| Meter Size     | Cu. Ft. of Water<br>Provided at<br>Minimum Charge | Minimum<br>Water<br>Charge | Minimum<br>Filtration Charge | Minimum Charge<br>W/O Regard to<br>Consumption |
|----------------|---|----------------------------|------------------------------|--|
| 1/2 - 3/4 inch | 500   | \$19.27                    | \$3.56                       | \$22.83  |
| 1 inch         | 1,000   | \$38.53                    | \$7.11                       | \$45.64  |
| 2 inch         | 1,200   | \$46.25                    | \$8.53                       | \$54.78  |
| Over 2 inch    | 1,600   | \$61.66                    | \$11.38                      | \$73.04  |

3. a. Commercial/Industrial/Governmental/Wholesale West of River Non-Pumped metered rates – water charge:

|       |                                      |                                    |
|-------|--------------------------------------|------------------------------------|
| First | 600 cu. ft., 0-600 cu. ft.           | <u>\$19,2923.12</u>                |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft.     | <u>\$3,2153.85</u> per 100 cu. ft. |
| Next  | 12,000 cu. ft., 3,000-15,000 cu. ft. | <u>\$2,0702.52</u> per 100 cu. ft. |
| Over  | 15,000 cu. ft.                       | <u>\$1,1601.43</u> per 100 cu. ft. |

- b. In addition, there shall be added a filtration charge of \$0.5740.711 per 100 cu. ft.,  
\$3,444.27 per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.

- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

|                |       |         |        |         |
|----------------|-------|---------|--------|---------|
| 1/2 - 3/4 inch | 600   | \$19.29 | \$3.44 | \$22.73 |
| 1 inch         | 1,000 | \$32.15 | \$5.74 | \$37.89 |
| 2 inch         | 1,200 | \$38.58 | \$6.89 | \$45.47 |
| Over 2 inch    | 1,600 | \$51.44 | \$9.18 | \$60.62 |

Comment [JE5]: Replace Table

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$23.12              | \$4.27                    | \$27.39                                  |
| 1 inch         | 1,000                                       | \$38.53              | \$7.11                    | \$45.64                                  |
| 2 inch         | 1,200                                       | \$46.25              | \$8.53                    | \$54.78                                  |
| Over 2 inch    | 1,600                                       | \$61.66              | \$11.38                   | \$73.04                                  |

4. a. Irrigation metered rates – water charge:

|       |                                      |                            |
|-------|--------------------------------------|----------------------------|
| First | 600 cu. ft., 0-600 cu. ft.           | \$22.0826.48               |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft.     | \$3.684.41 per 100 cu. ft. |
| Next  | 12,000 cu. ft., 3,000-15,000 cu. ft. | \$2.322.79 per 100 cu. ft. |
| Over  | 15,000 cu. ft.                       | \$1.712.06 per 100 cu. ft. |

- b. In addition, there shall be added a filtration charge of \$0.5740.711 per 100 cu. ft., \$3.444.27 per month minimum.

- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$22.08              | \$3.44                    | \$25.52                                  |
| 1 inch         | 1,000                                       | \$36.80              | \$5.74                    | \$42.54                                  |
| 2 inch         | 1,200                                       | \$44.16              | \$6.89                    | \$51.05                                  |
| Over 2 inch    | 1,600                                       | \$58.88              | \$9.18                    | \$68.06                                  |

Comment [JE6]: Replace Table

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$26.48              | \$4.27                    | \$30.75                                  |
| 1 inch         | 1,000                                       | \$44.14              | \$7.11                    | \$51.25                                  |
| 2 inch         | 1,200                                       | \$52.95              | \$8.53                    | \$61.48                                  |
| Over 2 inch    | 1,600                                       | \$70.61              | \$11.37                   | \$81.98                                  |

~~5.~~ **Untreated Industrial Water:**

~~Meter Charge~~ **\$1,998.00 monthly**  
~~Commodity Charge~~ **\$477.00/MG**

~~65.~~ a. City installed service connection charges:

5/8 x 3/4 inch **~~\$2,394.00~~ \$3,135.00**  
each  
1 inch **~~\$2,396.00~~ \$3,135.00**  
2 inch **~~\$4,192.00~~ \$4,625.00**

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include an ~~\$82-91~~ non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director, Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

5/8 x 3/4 inch **~~\$480.00~~ \$520.00**  
each  
1 inch **~~\$560.00~~ \$605.00**  
2 inch **~~\$990.00~~ \$1,071.00**

~~76.~~ Special Charges:

- a. Turn-on for restart of service **~~\$2934.00~~ \$2934.00 each**
- b. Shut-off requested for premises where customer's stop and waste valve should have been used **~~\$5464.00~~ \$5464.00 each**
- c. Turn-on and shut-off requested for a time other than regular hours **~~\$128175.00~~ \$128175.00 per call out**

|     |  |   |
|-----|--|---|
| d.  | Meter testing: All meters regardless of size in shop testing with 1 hour minimum | \$ <del>128</del> <u>175</u> .00 per hour |
|     | Using meter test van with 3-hour minimum   | \$ <del>379</del> <u>525</u> .00 per hour |
| e.  | Destroying or removing lock on meter   | \$ <del>65</del> <u>80</u> .00            |
| f.  | Illegal turn-on, tampering of water service or illegal connection                | \$ <del>170</del> <u>195</u> .00          |
| g.  | Lien processing fee  | \$ <del>205</del> <u>150</u> .00          |
| h.  | New account setup charge   | \$ <del>34</del> <u>38</u> .00            |
| i.  | Locate and mark City water shut-off valve  | \$ <del>54</del> <u>64</u> .00            |
| j.  | Temporary shut-off/turn-on   | \$ <del>54</del> <u>64</u> .00            |
| k.  | <u>Temporary shut-off/turn-on (Vault Entry)</u>                                  | <u>\$128.00</u>                           |
| kl. | Failure to return a city owned water service key                                 | \$ <del>65</del> <u>80</u> .00            |
| lm. | Returned check fee   | \$33.00                                   |
| mn. | Hang notice for delinquent account   | \$ <del>29</del> <u>34</u> .00            |
| no. | Illegal taking of water from a fire hydrant                                      | \$ <del>300.00</del> <u>1,000.00</u>      |
| op. | Non-compliance with annual back-flow testing                                     | \$50.00 <u>per month</u>                  |
| q.  | <u>Construction Meters</u>   |   |
|     | <u>Deposit</u>   | \$1,500.00                                |
|     | <u>Usage</u>   | \$4.56 per ccf                            |
| r.  | <u>Hydrant Permit</u>  |   |
|     | <u>Deposit</u>   | \$100.00                                  |
|     | <u>Monthly fee based on projected usage</u>                                      |   |
|     | <u>Low (0 to 30,000 gallons/month)</u>   | \$100.00                                  |
|     | <u>Medium (30,001 to 60,000 gallons/month)</u>                                   | \$200.00                                  |
|     | <u>High (over 60,000 gallons/month)</u>  | \$400.00                                  |

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s. Dormant Inspection

\$65.00

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pt. Should a customer receive a “past due letter” for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each bi-monthly billing

qu. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

87. Fire Service. The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

| <u>Size of Service</u> | <u>Service Charge</u>           |
|------------------------|---------------------------------|
| 2 inches               | <del>\$11.75</del> <u>14.26</u> |
| 3 inches               | <del>\$16.25</del> <u>19.53</u> |
| 4 inches               | <del>\$20.75</del> <u>24.81</u> |
| 6 inches               | <del>\$30.00</del> <u>35.90</u> |
| 8 inches               | <del>\$39.00</del> <u>46.72</u> |
| 10 inches              | <del>\$49.00</del> <u>58.85</u> |
| 12 inches              | <del>\$56.75</del> <u>68.09</u> |

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of ~~\$0.63~~20.782 per 100 cu. ft. or ~~\$3.794~~.70 minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.
2. Master Meters
  - a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services.

Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.

b. The consumption charges for master meters shall be as follows:

i. For master meters connected east of the Snohomish River, the water charge shall be:

|  |   |
|--|---|
| Meter Charge                             | <del>\$358.80</del> <u>407.23</u> monthly     |
| Water Charge (exclusive of meter charge) | <del>.5028</del> <u>.5707</u> per 100 cu. ft. |

In addition to said water charge there shall be added a twenty percent rate Multiplier to the water charge and a filtration charge of ~~\$0.6320~~.782 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.

ii. For master meters connected west of the Snohomish River, the water charge shall be: the same as Commercial/Industrial/Governmental water rate.

|                         |   |
|-------------------------|---|
| <del>Pumped</del>       | <del>\$1.46</del> per 100 cu. ft.         |
| <del>Meter Charge</del> | <del>\$5,809.00</del> per meter/per month |

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of ~~\$0.6320~~.782 per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.

3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.
4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as set forth in Section 11 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

**Section 1412:** Effective January 1, ~~2016~~2020, and thereafter, the monthly water rates and charges, monthly minimum charges, filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

|   |                              |
|---|------------------------------|
| 1. Fixed rate accounts – minimum monthly water charge | <del>\$36.50</del> <u>39</u> |
|   | <del>.88</del>               |
| Filtration Charge                                     | <del>5.97</del> <u>.57</u>   |

Total Fixed Rate \$42,474.45

2. a. Domestic metered rates – water charge:
- |                                  |                                    |
|----------------------------------|------------------------------------|
| First 500 cu. Ft., 0-500 cu. Ft. | \$ <u>18,2519.94</u>               |
| Over 500 cu. Ft.                 | \$ <u>3,653.98</u> per 100 cu. Ft. |

b. In addition, there shall be added a filtration charge of \$0.5970.757 per 100 cu. ft.,  
\$2,993.79 per month minimum.

c. The following minimum monthly charge shall apply to all Residential metered services to which water is available without regard to actual consumption:

| Meter Size                | Cu. Ft. of Water<br>Provided at<br>Minimum Charge | Minimum<br>Water<br>Charge | Minimum<br>Filtration Charge | Minimum Charge<br>W/O Regard to<br>Consumption |
|---------------------------|---|----------------------------|------------------------------|--|
| <del>1/2 - 3/4 inch</del> | <del>500</del>                                    | <del>\$18.25</del>         | <del>\$2.99</del>            | <del>\$21.24</del>                             |
| 1 inch                    | 1,000   | \$36.50                    | \$5.97                       | \$42.47  |
| 2 inch                    | 1,200   | \$43.80                    | \$7.16                       | \$50.96  |
| Over 2 inch               | 1,600   | \$58.40                    | \$9.55                       | \$67.95  |

| Meter Size     | Cu. Ft. of Water<br>Provided at<br>Minimum Charge | Minimum<br>Water<br>Charge | Minimum<br>Filtration Charge | Minimum Charge<br>W/O Regard to<br>Consumption |
|----------------|---|----------------------------|------------------------------|--|
| 1/2 - 3/4 inch | 500   | \$19.94                    | \$3.79                       | \$23.73  |
| 1 inch         | 1,000   | \$39.88                    | \$7.75                       | \$47.63  |
| 2 inch         | 1,200   | \$47.87                    | \$9.08                       | \$56.95  |
| Over 2 inch    | 1,600   | \$63.82                    | \$12.11                      | \$75.93  |

3. a. Commercial/Industrial/Governmental/Wholesale West of River Non-Pumped metered rates – water charge:

|       |                                      |                                    |
|-------|--------------------------------------|------------------------------------|
| First | 600 cu. ft., 0-600 cu. ft.           | \$ <u>21,9023.93</u>               |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft.     | \$ <u>3,653.98</u> per 100 cu. ft. |
| Next  | 12,000 cu. ft., 3,000-15,000 cu. ft. | \$ <u>2,392.61</u> per 100 cu. ft. |
| Over  | 15,000 cu. ft.                       | \$ <u>1,361.48</u> per 100 cu. ft. |

- b. In addition, there shall be added a filtration charge of \$0.5970.757 per 100 cu. ft.,  
\$3,584.54 per month minimum. All wholesale customers shall be assessed a 20% rate multiplier on the water charge. No multiplier shall be assessed on the filtration charge.

- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$21.90              | \$3.58                    | \$25.48                                  |
| 1 inch         | 1,000                                       | \$36.50              | \$5.97                    | \$42.47                                  |
| 2 inch         | 1,200                                       | \$43.80              | \$7.16                    | \$50.96                                  |
| Over 2 inch    | 1,600                                       | \$58.40              | \$9.55                    | \$67.95                                  |

Comment [JE7]: Replace Table

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$23.93              | \$4.54                    | \$28.47                                  |
| 1 inch         | 1,000                                       | \$39.88              | \$7.75                    | \$47.63                                  |
| 2 inch         | 1,200                                       | \$47.87              | \$9.08                    | \$56.95                                  |
| Over 2 inch    | 1,600                                       | \$63.82              | \$12.11                   | \$75.93                                  |

4. a. Irrigation metered rates – water charge:

|       |                                      |   |
|-------|--------------------------------------|---|
| First | 600 cu. ft., 0-600 cu. ft.           | <del>\$25.08</del> <u>27.41</u>               |
| Next  | 2,400 cu. ft., 600-3,000 cu. ft.     | <del>\$4.18</del> <u>4.56</u> per 100 cu. ft. |
| Next  | 12,000 cu. ft., 3,000-15,000 cu. ft. | <del>\$2.64</del> <u>2.89</u> per 100 cu. ft. |
| Over  | 15,000 cu. ft.                       | <del>\$1.95</del> <u>2.13</u> per 100 cu. ft. |

- b. In addition, there shall be added a filtration charge of ~~\$0.59~~0.757 per 100 cu. ft., ~~\$3.58~~4.54 per month minimum.

- c. The following minimum monthly charge shall apply to all services to which water is available without regard to actual consumption:

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$25.08              | \$3.58                    | \$28.66                                  |
| 1 inch         | 1,000                                       | \$41.80              | \$5.97                    | \$47.77                                  |
| 2 inch         | 1,200                                       | \$50.16              | \$7.16                    | \$57.32                                  |
| Over 2 inch    | 1,600                                       | \$66.88              | \$9.55                    | \$76.43                                  |

Comment [JE8]: Replace Table

| Meter Size     | Cu. Ft. of Water Provided at Minimum Charge | Minimum Water Charge | Minimum Filtration Charge | Minimum Charge W/O Regard to Consumption |
|----------------|---|----------------------|---------------------------|--|
| 1/2 - 3/4 inch | 600   | \$27.41              | \$4.54                    | \$31.95                                  |
| 1 inch         | 1,000                                       | \$45.68              | \$7.57                    | \$53.25                                  |
| 2 inch         | 1,200                                       | \$54.80              | \$9.08                    | \$63.88                                  |
| Over 2 inch    | 1,600                                       | \$73.08              | \$12.11                   | \$85.19                                  |

~~5.~~ **Untreated Industrial Water:**

~~Meter Charge~~ **\$2,268.00 monthly**  
~~Commodity Charge~~ **\$541.00/MG**

~~65.~~ a. City installed service connection charges:

5/8 x 3/4 inch **~~\$2,514.00~~ \$3,260.00**  
each  
1 inch **~~\$2,516.00~~ \$3,260.00**  
2 inch **~~\$4,402.00~~ \$4,810.00**

b. Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

c. Said charges include an ~~\$84-95~~ non-refundable application fee. Service connection applications shall be valid only for 180 days from date of issue unless work is in progress or a reasonable time extension is granted by the Public Works Director, Service connection charges (less said non-refundable application fee) may be refunded to the applicant in the event that refund is requested within one year from the date of issue.

d. Developer installed connection charges:

5/8 x 3/4 inch **~~\$480.00~~ \$540.00**  
each  
1 inch **~~\$560.00~~ \$630.00**  
2 inch **~~\$990.00~~ \$1,115.00**

~~76.~~ Special Charges:

|     |   |                                       |
|-----|---|---------------------------------------|
| a.  | Turn-on for restart of service  | \$ <del>3134</del> .00 each           |
| b.  | Shut-off requested for premises where customer's stop and waste valve should have been used | \$ <del>5664</del> .00 each           |
| c.  | Turn-on and shut-off requested for a time other than regular hours                          | \$ <del>128175</del> .00 per call out |
| d.  | Meter testing: All meters regardless of size in shop testing with 1 hour minimum            | \$ <del>128175</del> .00 per hour     |
|     | Using meter test van with 3-hour minimum  | \$ <del>379525</del> .00 per hour     |
| e.  | Destroying or removing lock on meter  | \$ <del>6580</del> .00                |
| f.  | Illegal turn-on, tampering of water service or illegal connection                           | \$ <del>180195</del> .00              |
| g.  | Lien processing fee   | \$ <del>215150</del> .00              |
| h.  | New account setup charge  | \$ <del>3638</del> .00                |
| i.  | Locate and mark City water shut-off valve   | \$ <del>5664</del> .00                |
| j.  | Temporary shut-off/turn-on  | \$ <del>5664</del> .00                |
| k.  | <u>Temporary shut-off/turn-on (Vault Entry)</u>   | <u>\$128.00</u>                       |
| kl. | Failure to return a city owned water service key  | \$ <del>6580</del> .00                |
| lm. | Returned check fee  | \$33.00                               |
| mn. | Hang notice for delinquent account  | \$ <del>3134</del> .00                |
| no. | Illegal taking of water from a fire hydrant   | \$ <del>300.00</del> <u>1,000.00</u>  |
| op. | Non-compliance with annual back-flow testing  | \$50.00 <u>per month</u>              |
| q.  | <u>Construction Meters</u>  |                                       |
|     | <u>Deposit</u>  | <u>\$1,500.00</u>                     |
|     | <u>Usage</u>  | <u>\$4.74 per ccf</u>                 |

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- r. Hydrant Permit
  - Deposit \$100.00 Formatted: Indent: Left: 0.5"
  - Monthly fee based on projected usage
  - Low (0 to 30,000 gallons/month) \$100.00
  - Medium (30,001 to 60,000 gallons/month) \$200.00
  - High (over 60,000 gallons/month) \$400.00 Formatted: Right
- s. Dormant Inspection \$65.00 Formatted: Right
- p. Should a customer receive a "past due letter" for failure to pay by the due date, a late fee equal to 5% of the payment past due will be assessed on all amounts in arrears at the time of each bi-monthly billing
- q. When a permit for an Irrigation service for a single family home is issued that is currently on a flat rate service, the customer will be required to change to a metered service

8. Fire Service. The rates for water supplied exclusively for fire protection purposes shall

be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

| <u>Size of Service</u> | <u>Service Charge</u>           |
|------------------------|---------------------------------|
| 2 inches               | <del>\$13.50</del> <u>14.76</u> |
| 3 inches               | <del>\$18.50</del> <u>20.21</u> |
| 4 inches               | <del>\$23.50</del> <u>25.68</u> |
| 6 inches               | <del>\$34.00</del> <u>37.16</u> |
| 8 inches               | <del>\$44.25</del> <u>48.36</u> |
| 10 inches              | <del>\$55.75</del> <u>60.91</u> |
| 12 inches              | <del>\$64.50</del> <u>70.47</u> |

B. Outside the City Limits

1. Individual Meters Outside of the City Limits. The consumption and minimum monthly water charges for individual metered services outside the City limits shall be computed in the same manner as for Residential metered customers within the City and then a multiplier of twenty-five percent of this amount shall be added to the water charge so computed. In addition, a charge of ~~\$0.6570.834~~ per 100 cu. ft. or ~~\$3.945.00~~ minimum filtration charge shall be added to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.
  
2. Master Meters
  - a. Master meter rates shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rate.
  
  - b. The consumption charges for master meters shall be as follows:
    - i. For master meters connected east of the Snohomish River, the water charge shall be:
 

|  |                       |
|--|-----------------------|
| Meter Charge                             | \$407.23 monthly      |
| Water Charge (exclusive of meter charge) | .5707 per 100 cu. ft. |

In addition to said water charge there shall be added a twenty percent rate Multiplier to the water charge and a filtration charge of ~~\$0.6570.834~~ per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the filtration charge.
  
    - ii. For master meters connected west of the Snohomish River, the water charge shall be: the same as the Commercial/Industrial/Governmental water rate.

|                         |   |
|-------------------------|---|
| <del>Pumped</del>       | <del>\$1.66 per 100 cu. ft.</del>         |
| <del>Meter Charge</del> | <del>\$6,594.00/per meter/per month</del> |

In addition to said water charge and applicable meter charge, there shall be added a twenty percent rate multiplier and a filtration charge of ~~\$0.6570.834~~ per 100 cu. ft. to arrive at the total monthly charge. No multiplier shall be added to the meter charge or the filtration charge.
  
3. Service Connection Charges. Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.
  
4. Delinquent Penalty and Special Charges. The delinquent penalty and special charges as

set forth in Section 12 plus a multiplier of twenty-five percent, shall apply to customers outside the City limits.

**Section 1513:** Where the use of water is such that a portion of all the water delivered to the customer does not discharge into a City sewer due to commercial or industrial use, such as loss by evaporation or any other cause or use in manufactured products, such as ice, canned goods, beverages and the like, no sewer service charge shall be made because of water so used or lost: provided however, the water user shall provide proof as to the amount of sewage discharge and/or install a meter or other measuring device approved by the City Engineer to determine either the amount of sewage discharge or the amount of water used or lost.

**Section 1614:** Where a non-residential metered water customer can demonstrate that its consumption of water is now and will be substantially in excess of surface water impact, the Public Works Director is authorized to adjust the charges for water quality protection and enhancement to adequately reflect any excessive disparity. The burden of proof shall be on the applicant for any adjustment and adjustment shall not be retroactive. The Public Works Director shall develop criteria and procedures for such review.

**Section 1715:** The City of Everett will review the sewer system user charges at least annually and revise the rates as necessary to ensure that adequate revenues are generated to pay the costs of operation and maintenance including replacement and that the system continues to provide for proportional distribution of costs of operation and maintenance including replacement among users.

**Section 1816:** The City of Everett will notify each user at least annually of the rate being charged for operation and maintenance (including non-capital replacement) of the sewer collection and sewer treatment systems.

**Section 1917:** Ordinance No. ~~3096-083417-14~~ (EMC 14.14.020) and ~~3156-093299-12~~ (EMC 14.16.710, 711, 712 and 713) shall be repealed upon the effective date of this ordinance; provided that findings relating to sewer system costs under Ordinances 1976-93, 237-73, 627-79, 1264-86, 1437-88, 1538-88, 1538-88, 1834-91, 1871-92, 1933-93, 2142-96, 2189-96, 2366-99, 3096-08 ~~and~~, 3156-09, ~~3299-12 and 3417-14~~ are incorporated herein for background purposes.

**Section 2018:** Metering Requirements. Washington State Department of Health Water Efficiency Rules, WAC 246-290-496, require every municipal water system with more than 1,000 connections to meter all services by January 22, 2017. The City of Everett may, at any time after the effective date of this ordinance and prior to January 22, 2017, convert existing flat rate services to metered service accounts. At such time, as a flat rate account is converted to metered, beginning with the next scheduled read date, the meter will be read and that account will be billed based on consumption and current rates for domestic metered accounts no later than the next billing cycle.

**Section 2119:** State Utility Tax. The Mayor is authorized to increase or decrease the water charges herein to reflect any change in the State of Washington tax on water system revenues (currently set at 5.029% of system revenues).

| **Section 2220:** On April 1, 2014, and thereafter on a biannual basis, the Utilities Superintendent shall submit a review and report of the financial condition of the water utility and City Council shall consider adjustment of rates, based on then current costs including but not limited to changes in the AFSCME Labor Relations agreement wage provisions for the position of Utility Laborer.

| **Section 2321:** Domestic water customers will be defined as follows: “All metered water customers, either single family homes or multi-unit dwellings, of which the primary use is that of a structure to house human residents for an extended period of time shall be considered residential customers for the purpose of water billing”.

| **Section 2422:** Irrigation water customers will be defined as follows: “All metered water services which provide water solely for the purpose of commercial or agricultural irrigation of crops or landscaping shall be considered irrigation accounts for the purpose of water billing”.

| **Section 2523:** Future Rate Increases. Future increases in the water rates charged herein (except the State of Washington tax on system revenues) may be increased by City Council resolution subject to public hearing and notice of publication thereof at least two weeks in advance of approval of said resolution.

| **Section 2624:** The City of Everett will review the water system user charges at least annually and revise the rates as necessary to ensure that adequate water service revenues are generated to pay the costs of operation and maintenance including replacement and that the system continues to provide for proportional distribution of costs of operation and maintenance including replacement among users.

| **Section 2725:** Sections 1 through 12 of this Ordinance are to be codified as follows: Sections 1 and 2 – 14.04.020A, Sections 3 and 4 – 14.04.020B, Sections 5 and 6 – 14.04.010C, Sections 7 and 8 – 14.04.020D, Section 9 – 14.16.710, Section 10 – 14.16.711, Section 11 – 14.16.712 and Section 12 – 14.16.713.

| **Section 2826:** Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

| **Section 2927:** The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection number and any references, thereto.

---

RAY STEPHANSON, MAYOR

ATTEST:

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

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

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

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

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

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Ordinance closing a special improvement project entitled "Wiggums Hollow Park Restroom Replacement", Fund 354, Program 046, as established by Ordinance No. 3473-15

- \_\_\_\_\_ Briefing
- \_\_\_\_\_ Proposed Action
- \_\_\_\_\_ Consent
- \_\_\_\_\_ Action
- \_\_\_\_\_ First Reading
- \_\_\_\_\_ Second Reading
- \_\_\_\_\_ Third Reading
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Budget Advisory

COUNCIL BILL # CB1701-04  
 Originating Department Parks  
 Contact Person Lori Cummings  
 Phone Number 425-257-8353  
 FOR AGENDA OF January 18, 2017  
January 25, 2017  
February 1, 2017

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA \_\_\_\_\_  
 Council President LT

|   |   |  |  |
|---|---|--|--|
| <u>Location</u><br>2808 10 <sup>th</sup> Street | <u>Preceding Action</u><br>Council adoption of Ordinance 3473-15<br>12/9/15 | <u>Attachments</u><br>Proposed Ordinance | <u>Department(s) Approval</u><br>Administration, Parks |
|---|---|--|--|

|                      |              |                       |
|----------------------|--------------|-----------------------|
| Amount Budgeted      | \$300,000.00 | Fund 354, Program 046 |
| Expenditure Required | \$223,525.72 | Fund 354, Program 046 |
| Budget Remaining     | \$76,474.28  |                       |
| Additional Required  | -0-          |                       |

**DETAILED SUMMARY STATEMENT:**

The attached ordinance will close Fund 354, Program 046, entitled "Wiggums Hollow Park Restroom Replacement". The project funded the design and construction of a restroom structure to replace a facility destroyed by an arson event in April 2012.

**RECOMMENDATION** (Exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled "Wiggums Hollow Park Restroom Replacement", Fund 354, Program 046, as established by Ordinance No. 3473-15.



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

AN ORDINANCE closing a special improvement project entitled “Wiggums Hollow Park Restroom Replacement”, Fund 354, Program 046, as established by Ordinance No. 3473-15.

WHEREAS, the parks improvement project entitled “Wiggums Hollow Park Restroom Replacement”, Fund 354, Program 046, was established for the design and construction of the replacement of the Wiggums Hollow Park restroom destroyed by an arson event in April 2012; and

WHEREAS, the purpose of the special improvement project has been accomplished; and

WHEREAS, 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 “Wiggums Hollow Park Restroom Replacement”, Fund 354, Program 046, be closed.

**Section 2:**

That the final expenses and revenues for the “Wiggums Hollow Park Restroom Replacement”, Fund 354, Program 046, are as follows:

A. Expenses

|                         |               |
|-------------------------|---------------|
| Design and Construction |               |
| Costs                   | \$ 214,566.84 |
| Total Costs             | \$ 214,566.84 |

B. Revenues

|                 |               |
|-----------------|---------------|
| Fund 354 – CIP3 | \$ 300,000.00 |
| Total Revenues  | \$ 300,000.00 |

**Section 3:**

That there are no financial transactions remaining.

---

Ray Stephanson, Mayor

ATTEST:

---

City Clerk

Passed:

Valid:

Published:

Effective Date:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

An Ordinance closing a special improvement project entitled "South Everett Forest Preserve Recreational Improvements Project", Fund 354, Program 047, as established by Ordinance No. 3477-16

- \_\_\_\_\_ Briefing
- \_\_\_\_\_ Proposed Action
- \_\_\_\_\_ Consent
- \_\_\_\_\_ Action
- \_\_\_\_\_ First Reading
- \_\_\_\_\_ Second Reading
- \_\_\_\_\_ Third Reading
- \_\_\_\_\_ Public Hearing
- \_\_\_\_\_ Budget Advisory

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

CB1701-05  
 Parks  
 Lori Cummings  
 425-257-8353  
 January 18, 2017  
 January 25, 2017  
 February 1, 2017

Initialed by:  
 Department Head  
 CAA  
 Council President

\_\_\_\_\_  
*db*  
 \_\_\_\_\_  
*JT*  
 \_\_\_\_\_

| <u>Location</u>  | <u>Preceding Action</u>                      | <u>Attachments</u> | <u>Department(s) Approval</u> |
|--|--|--------------------|-------------------------------|
| East of 1019 109 <sup>th</sup> Drive SE and West of Interurban Trail | Council adoption of Ordinance 3477-16 2/3/16 | Proposed Ordinance | Administration, Parks         |

|                      |              |                       |
|----------------------|--------------|-----------------------|
| Amount Budgeted      | \$200,000.00 | Fund 354, Program 047 |
| Expenditure Required | \$169,146.37 | Fund 354, Program 047 |
| Budget Remaining     | \$30,853.63  |                       |
| Additional Required  | -0-          |                       |

**DETAILED SUMMARY STATEMENT:**

The attached ordinance will close Fund 354, Program 047, entitled "South Everett Forest Preserve Recreational Improvements Project". The project funded the construction of approximately 1,600 linear feet of pedestrian trails, including 500 feet of accessible trails, plus a seating area and interpretive signage, as mitigation for the conversion of recreational assets from Thornton A. Sullivan Park to a fire station.

**RECOMMENDATION** (Exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled "South Everett Forest Preserve Recreational Improvements Project", Fund 354, Program 047 as established by Ordinance No. 3477-16.



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

**AN ORDINANCE** closing a special improvement project entitled “South Everett Forest Preserve Recreational Improvements Project”, Fund 354, Program 047, as established by Ordinance No. 3477-16.

**WHEREAS**, the parks improvement project entitled “South Everett Forest Preserve Recreational Improvements Project”, Fund 354, Program 047, was established for the construction of approximately 1,600 linear feet of trails including 500 feet of accessible trails; and

**WHEREAS**, the purpose of the special improvement project has been accomplished; and

**WHEREAS**, 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 “South Everett Forest Preserve Recreational Improvements Project”, Fund 354, Program 047, be closed.

**Section 2:**

That the final expenses and revenues for the “South Everett Forest Preserve Recreational Improvements Project”, Fund 354, Program 047, are as follows:

A. Expenses

|              |                      |
|--------------|----------------------|
| Construction | <u>\$ 169,146.37</u> |
| Total Costs  | \$ 169,146.37        |

B. Revenues

|                 |                      |
|-----------------|----------------------|
| Fund 354 – CIP3 | <u>\$ 200,000.00</u> |
| Total Revenues  | \$ 200,000.00        |

**Section 3:**

That there are no financial transactions remaining.

---

Ray Stephanson, Mayor

ATTEST:

---

City Clerk

Passed:

Valid:

Published:

Effective Date:

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



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

That the claims against the City of Everett for the period December 31, 2016 through January 6, 2017 having been audited and approved, have been paid and the disbursements have been made against the proper funds in payment thereof, as follows:

| <u>Fund</u> | <u>Department</u>               | <u>Amount</u>     | <u>Fund</u> | <u>Department</u>           | <u>Amount</u>     |
|-------------|---------------------------------|-------------------|-------------|-----------------------------|-------------------|
| 001         | City Council                    | 2,506.58          | 101         | Parks & Recreation          | 13,148.70         |
| 002         | General Government              | 270.29            | 110         | Library                     | 10,978.11         |
| 003         | Legal                           | 22,027.48         | 112         | Community Theater           | 29,462.76         |
| 004         | Administration                  | 20,074.34         | 114         | Conference Center           | 6,240.51          |
| 005         | Municipal Court                 | 1,313.99          | 120         | Public Works-Streets        | 1,709.44          |
| 007         | Human Resources                 | 1,598.94          | 138         | Hotel/Motel Tax             | 10,000.00         |
| 009         | Misc Financial Funds            | 283,547.11        | 146         | Property Management         | 3,074.81          |
| 010         | Finance                         | 1,647.17          | 149         | Senior Center Reserve       | 1,078.25          |
| 015         | Information Technology          | 287.78            | 153         | Emergency Medical Services  | 11,701.41         |
| 021         | Planning & Community Developmer | 1,593.57          | 156         | Criminal Justice            | 2,216.46          |
| 022         | Neighborhoods & Community Servi | 2,112.51          | 197         | CHIP Loan Program           | 36,935.82         |
| 024         | Public Works-Engineering        | 3,300.36          | 354         | Parks Capital Construction  | 11,206.51         |
| 026         | Animal Shelter                  | 4,199.69          | 401         | Public Works-Utilities      | 190,419.38        |
| 027         | Senior Center                   | 5,304.52          | 425         | Public Works-Transit        | 51,282.41         |
| 031         | Police                          | 14,293.75         | 430         | Everpark Garage             | 16,613.00         |
| 032         | Fire                            | 6,022.20          | 440         | Golf                        | 3,817.53          |
| 038         | Facilities/Maintenance          | 559.41            | 501         | MVD-Transportation Services | 97,020.47         |
|             |                                 |                   | 503         | Self-Insurance              | 22,342.46         |
|             |                                 |                   | 505         | Computer Reserve            | 34,487.69         |
|             |                                 |                   | 507         | Telecommunications          | 203.61            |
|             |                                 |                   | 637         | Police Pension              | 180.00            |
|             |                                 |                   | 638         | Fire Pension                | 145.00            |
|             |                                 |                   | 665         | Other Special Agency Funds  | 16,382.00         |
|             | <b>TOTAL GENERAL FUND</b>       | <b>370,659.69</b> |             |                             |                   |
|             |                                 |                   |             | <b>TOTAL CLAIMS</b>         | <b>941,306.02</b> |

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Authorize Call for Bids 2017-   X   Consent  
 001 for Annual Supply of \_\_\_\_\_ Action  
 Gravel \_\_\_\_\_ First Reading  
 \_\_\_\_\_ Second Reading  
 \_\_\_\_\_ Third Reading  
 \_\_\_\_\_ Public Hearing

COUNCIL BILL # \_\_\_\_\_  
 Originating Department   Finance/Purchasing    
 Contact Person   Clark Langstraat    
 Phone Number   425-257-8901    
 FOR AGENDA OF   January 18, 2017  

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA   dlb    
 Council President   JT  

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

|                      |              |                                |
|----------------------|--------------|--------------------------------|
| Amount Budgeted      | \$390,000.00 |                                |
| Expenditure Required | \$390,000.00 | Account Number(s):             |
| Budget Remaining     | -0-          | Streets, 40%<br>Utilities, 60% |
| Additional Required  | -0-          |                                |

**DETAILED SUMMARY STATEMENT:**

Public Works requires an annual supply of approximately 15,000 tons of delivered gravel to maintain stock to support maintenance projects throughout the City.

**RECOMMENDATION (Exact action requested of Council):**

Approve Call for Bids 2017-001 for Annual Supply of Gravel.



**RESOLUTION No.** \_\_\_\_\_

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

**Whereas**, the City has a 2013 International 7600/Vac-Con 1X312LHE Suction Truck (#H0050) in its fleet; and

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

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

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

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

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

1. The 2013 International 7600/Vac-Con 1X312LHE Suction Truck (#H0050) is no longer of value or use to the City; and
2. The disposition of this equipment at a Public Auction is hereby authorized.

---

COUNCIL MEMBER INTRODUCING  
RESOLUTION

PASSED AND APPROVED THIS \_\_\_ DAY OF  
JANUARY, 2017

---

JUDY TUOHY, COUNCIL PRESIDENT



**RESOLUTION No.** \_\_\_\_\_

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

**Whereas**, the City has a 2013 International 7600/Vac-Con 1X312LHE Suction Truck (#H0050) in its fleet; and

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

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

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

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

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

1. The 2013 International 7600/Vac-Con 1X312LHE Suction Truck (#H0050) is no longer of value or use to the City; and
2. The disposition of this equipment at a Public Auction is hereby authorized.

---

COUNCIL MEMBER INTRODUCING  
RESOLUTION

PASSED AND APPROVED THIS \_\_\_\_ DAY OF  
JANUARY, 2017

---

JUDY TUOHY, COUNCIL PRESIDENT

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

MRV Communications  
Americas, Inc. Terms and  
Conditions of Sales and  
Service Sustainability for  
network connectivity to wide  
area network locations

- \_\_\_\_\_ Briefing
- \_\_\_\_\_ Proposed Action
- \_\_\_\_\_ Consent
- x   Action
- \_\_\_\_\_ First Reading
- \_\_\_\_\_ Second Reading
- \_\_\_\_\_ Third Reading
- \_\_\_\_\_ Public Hearing

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Finance/Purchasing  
 Contact Person Clark Langstraat  
 Phone Number 425-257-8901  
 FOR AGENDA OF January 18, 2017

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA db  
 Council President JT

|                 |                         |  |  |
|-----------------|-------------------------|--|--|
| <u>Location</u> | <u>Preceding Action</u> | <u>Attachments</u><br>MRV Quote & Terms<br>and Conditions of Sale<br>and Service | <u>Department(s) Approval</u><br>Information Technology,<br>Finance/Purchasing |
|-----------------|-------------------------|--|--|

|                      |            |                                   |
|----------------------|------------|-----------------------------------|
| Amount Budgeted      | \$1,668.14 |                                   |
| Expenditure Required | \$1,668.14 | Account Number(s): 507 5220000480 |
| Budget Remaining     | -0-        |                                   |
| Additional Required  | -0-        |                                   |

**DETAILED SUMMARY STATEMENT:**

MRV Communications is a global provider in converged packet and optical solutions that power the world's largest networks. The City of Everett utilizes MRV equipment along with WAVE Cable fiber optic infrastructure to provide network connectivity at gigabit speeds to wide area network locations such as Police, Fire, Parks, Disaster Recovery Site and Libraries. Continuing annual maintenance provides troubleshooting support, replacements and software upgrades. The City needs to renew its account for the next term: December 28, 2016 to December 27, 2017 at a cost of \$1,688.14. MRV Terms and Conditions contain an indemnification clause.

**RECOMMENDATION** (Exact action requested of Council):

Authorize the Mayor to accept MRV's Communications Americas, Inc. Terms and Conditions of Sales and Service Substantially for network connectivity to wide area network locations in the amount of \$1,668.14.



MRV Communications Americas, Inc.  
 300 Apollo Drive  
 Chelmsford, MA 01824  
 P: 978.674.6800  
 F: 978.674.6754  
 E: [QM@mrv.com](mailto:QM@mrv.com)

**Quote Information**

Quote Number 00011827 Delivery Terms FOB: Origin  
 Payment Terms Net 30 Created Date 9/20/2016  
 Expiration Date 10/20/2016

**To:**

Bill To Name CITY OF EVERETT  
 Bill To PO BOX 12130  
 EVERETT, WA 98206  
 UNITED STATES  
 Ship To Name CITY OF EVERETT  
 Ship To 2930 WETMORE AVE STE  
 6A, TELECOMMUNICATIONS  
 EVERETT, WA 98201  
 UNITED STATES

**From:**

Prepared By Jennifer Foley  
 Company Name MRV Communications Americas, Inc.  
 Company Address 300 Apollo Drive  
 Chelmsford, MA 01824  
 US  
 Phone (978) 674-6831  
 Email jfoley@mrv.com  
 Fax (978) 674-5750

EndUser Company CITY OF EVERETT

**ABOVE QUOTE NUMBER MUST APPEAR ON ALL PURCHASE  
 ORDERS TO SECURE PRICING AND EXPEDITE ORDER  
 PROCESSING**

**Line Items**

| Part #       | Line Item Description  | Quantity | List Price | Discounted Price | Total Price |
|--------------|--|----------|------------|------------------|-------------|
| Renewal GOLD | Unlimited Service/Support Web site access with SW & Documentation Updates. 24x7 Priority Service/Support TAC for Telephone support. Advanced Hardware replacement - Same Business Day Ship (SBD). Cost: 10% of HW List | 1.00     | \$1.00     | \$1,526.20       | \$1,526.20  |

Grand Total

\$1,526.20

USD

*Handwritten signature and date:*  
 12-14-16

**Comments**

Quote Comments Term Dates: 12/28/16 to 12/27/17

**Note:**

PLC Status : "HPR" = Hardware Production Ready  
 "CA" = Controlled Availability  
 "GA" = General Availability

This quotation is submitted for your consideration, but if this quote contains unreleased products (PLC Status = HPR) it is not binding on and is subject to written or electronic acceptance by MRV Communications Americas, Inc. This quote may contain unreleased products, PLC Status = HPR, which are for a customer's budgetary purposes only and are only intended strategies, developments and functionalities of MRV's products and not intended to be binding upon MRV in any way. A firm price quote must be issued by MRV prior to the customer placing a purchase order with MRV. Prices apply to these quantities only. MRV deliveries will be quoted upon receipt of order. In addition to the terms included in this preliminary quotation, the MRV Communications Americas, Inc. Terms and Conditions of Sale and Service will apply and may be reviewed at <http://www.mrv.com/legal-notices>. The MRV Communications Americas, Inc. Terms and Conditions of Sale and Service cannot be changed, modified, or superseded by any other terms and/or conditions without MRV's prior written consent.

*Handwritten:* RQ 22724



MRV Communications Americas, Inc.  
300 Apollo Drive  
Chelmsford, MA 01824  
P: 978.674.6800  
F: 978.674.6754  
E: [OM@mrv.com](mailto:OM@mrv.com)



# Legal Notices

[Home](#) / [Legal Notices](#)

## TERMS AND CONDITIONS OF SALE AND SERVICE

CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT BETWEEN YOU AND MRV COMMUNICATIONS, INC. ("MRV"). IF YOU ARE PURCHASING PRODUCT AND/OR SERVICES FOR DELIVERY OR PERFORMANCE WITHIN EUROPE, THE MIDDLE EAST AND AFRICA, MRV INTERNATIONAL LTD. SHALL ALSO BE DEEMED A PARTY TO THIS LEGAL AGREEMENT. MRV Communications, Inc. , MRV Communications Americas, Inc. , MRV Communications Ltd and MRV International Ltd. shall be collectively referred to as "MRV" for purposes of this Agreement". By (a) purchasing or using MRV's products, including hardware products with embedded software or software products (the "Software") and documentation relating delivered therewith (each, a "Product"), or any updates or upgrades thereto and/or (b) purchasing an MRV Maintenance and Services Agreement for a Product (the "Services"), Purchaser will be bound by and become a party to these Terms and Conditions of Sale and Services (the "Agreement"). MRV shall not be bound by any additional, inconsistent and/or conflicting provisions in any order, release, acceptance or other written correspondence from Purchaser unless expressly agreed to in writing by MRV. Orders for Products and orders for Services shall be deemed separate contracts for the purpose of these terms and conditions. MRV's failure to object to terms contained in a Purchaser purchase order (or any other communication from Purchaser) shall not be deemed a waiver of these terms or any acceptance of the terms contained in Purchaser's purchase order.

### A. PRODUCT ONLY TERMS AND CONDITIONS

1. Security Interest. Purchaser will grant a security interest in the Products sold under this Agreement and the proceeds thereof until payment of the full purchase price to MRV. Purchaser agrees to execute any financing statements or other documents as MRV requests to protect its security interest.
2. Shipment of Products. MRV will use commercially reasonable efforts to ship the Products at the times requested in purchase orders accepted by MRV (in partial or full shipments); provided, that shipment may be delayed without liability of MRV for reasons beyond MRV's reasonable control. MRV reserves the right to make deliveries in installments and this Agreement shall be severable as to any such installments. Without liability to any person and without prejudice to any other remedy, MRV may withhold or delay shipment of any order if Purchaser is late in payment or are otherwise in default under this Agreement.

3. Acceptance of Orders. No order by Purchaser, regardless of whether a deposit has been accepted, shall be binding upon MRV until the order has been accepted by MRV. [An MRV order acknowledgement, electronic acceptance] or commencement of performance shall be deemed acceptance of the purchase order.
4. Delivery and Acceptance of Products. Delivery of the Product shall be "EXW" Ex-Works, MRV factory per INCOTERMS 2000. The cost of transportation, handling, insurance, export clearance, taxes, duties and other related fees will be the responsibility of the Purchaser. Unless otherwise instructed in writing, MRV may, in its reasonable discretion, select which carrier MRV will use to transport the Products to Purchaser. Subject to Section A(1), title to the Products (other than the Software) and the risk of loss of or damage to the Products ordered by Purchaser will pass to Purchaser upon MRV's tender of delivery to the carrier for shipment. The Products will be deemed accepted by Purchaser upon shipment.
5. License. MRV grants Purchaser a nonexclusive, nontransferable license to use the Software for Purchaser's internal business purposes in conjunction with Purchaser's use of the Products. MRV may provide third party software or hardware with the Products. In this case, Purchaser hereby agrees to any additional terms and conditions relating to the third party software or hardware that are specified to MRV's suppliers as described in the documentation delivered with the Product. Purchaser agrees that the Purchaser will not attempt, and will use the Purchaser's best efforts to prevent any other individual or entity, from attempting, to reverse engineer, disassemble, modify, translate, create derivative works, rent, lease, loan, distribute or sublicense the Products, in whole or in part.
6. Limited Warranty. MRV warrants that for a period of (i) two years from delivery of the Product, the hardware portion of the Product (other than Products included in MRV's LX Product Line ("LX Product"), MR Series Product Line ("MR Series Product") and pluggable optical transceivers included in or with the Product and) will perform without Defects; (ii) three years from delivery of the LX Product, the hardware portion of the LX Product will perform without Defects; (iii) one year from delivery of the Product, the pluggable optical transceivers included in or with the Product, will perform without Defects; and ; (iv) 90 days from delivery of the Product, the Product Accessories or Software portion of the Products will perform substantially without Defects. If a Product has a Defect, MRV shall, at its option, repair (which may include a workaround for the Defect) or replace the Product or refund the fees paid by Purchaser for such Product (following Purchaser return of the Product). Advance replacement will be given for Products that are dead on arrival ("DOA") free of charge (including shipping costs). A Product will be considered DOA when a defect is identified within a period of 90 days after the invoice date. In such cases, Purchaser is requested to place a purchase order for the replacement unit and will be credited as soon as the defective unit will be received at MRV repair facilities. The foregoing sets forth the Purchaser's sole and exclusive remedy for a breach of the above warranties. "Defect," as used in this Agreement, means a failure of a Product to operate in substantial conformance with MRV's technical specifications set forth in the end user manual.
7. Exception to Limited Warranty. The warranties set forth in Section A(6) shall not apply to (i) any Products which have been provided on a "sale or return," or similar conditional basis; (ii) any third party software or hardware, whether or not such third party software or hardware is provided by MRV; (iii) any Products which have been modified, repaired or altered, except by MRV; or (iv) any Products which have not been maintained in accordance with handling or operating instructions supplied by MRV or have been subjected to unusual physical or electrical stress, misuses, negligence or accidents. In addition, MRV's products that use pluggable transceivers were designed and tested with the pluggable transceivers offered by MRV. The warranty covers the safety, performance, and quality of the Product when used with MRV-branded and approved pluggable transceivers which are

specifically programmed to MRV specifications. MRV does not warrant MRV-branded pluggable transceivers when used in non-MRV products without the prior written consent from MRV.

8. Return Procedures. Products shall be non-returnable except as expressly provided in this Agreement. If returnable, Purchaser shall obtain a return material authorization ("RMA") from MRV prior to any return of a Product. An RMA can be obtained by contacting MRV Service. Purchaser shall return the Products with the RMA form to MRV's repair facility designated in the RMA, freight prepaid within 30 days of receipt of the RMA, with a written statement describing the Defect. Any damage suffered during the shipping of such Product to MRV will be repaired at Purchaser's expense. MRV shall only be obligated under its warranty for Defects which are reproducible by MRV in the execution environment. Except for Products not accompanied by an RMA (which will be returned to Purchaser freight collect), MRV will be responsible for all return shipping costs of repaired or replacement units to Purchaser. Replacement Products will be warranted for the remaining warranty period of the original Product, but not less than 90 days. The aforementioned return procedures do not apply to "sale or return," or similar types of conditional orders in which Purchaser has the option to either keep or return the Product after an initial evaluation period. "Sale or return," or similar types of conditional orders fall outside of the warranties set forth in Section A(6) and are governed by the terms and conditions pursuant to Purchaser's "sale or return," or similar types of conditional agreement.

## B. SERVICES ONLY TERMS AND CONDITIONS

1. Term of Services. Subject to product and duration approval, MRV Maintenance and Service Agreements (each, a "Service Agreement") are available for purchase on an annual or multi-year basis. Prior to expiration of an existing Service Agreement, the Purchaser will be given the opportunity to purchase additional coverage extended by way of year-to-year extensions. Such notification in the form of a Service Quotation will be presented to the Purchaser prior to the current Agreement's expiration date. Should the Purchaser accept the terms of the Service Quotation and elect to purchase the extended Service Agreement, the Purchaser will submit a Purchase Order to MRV prior to the expiration date of the Service Agreement currently in effect. The effective date of the extended Service Agreement will be the day after the current Agreement expires. If Purchaser fails to pay the annual Services fees, the applicable Services will automatically terminate without notice.
2. Scope of Services. Purchaser acknowledges and agrees that MRV provides a number of different Service Agreements as part of the Services. A description of the Services provided under each Service Agreement can be found at <http://www.mrv.com/service-and-support>. MRV will use commercially reasonable efforts to provide the Services under each Service Agreement that Purchaser purchases in a professional and workmanlike manner. MRV will use its best efforts to ensure that all service-related questions and problems are resolved to Purchaser's satisfaction.

## C. TERMS AND CONDITIONS APPLICABLE TO BOTH PRODUCTS AND SERVICES

1. The price of the Products and Services shall be that set forth in MRV's price list in effect at the time MRV accepts the Purchaser's order, less any applicable discount. Notwithstanding anything to the contrary in a separately written agreement by and between Purchaser and MRV, MRV reserves the right to change its price list without prior notice. Prices do not include freight, insurance or other similar charges. Any such charges will be added to the invoice or separately invoiced to Purchaser.

2. **Payment; Taxes.** Purchaser shall pay all invoices issued under this Agreement within 30 days from date of invoice. Past-due balances are subject to additional penalties, such as late fees and interest at the rate of 1.5% per month or the maximum rate allowable by law, whichever is less. Shipments, deliveries and performance of Services will at all times be subject to the approval of MRV's credit department and MRV may at any time decline to make any shipments or deliveries or perform any Services, except upon receipt of payment or upon terms and conditions or security satisfactory to MRV. Purchaser will pay or reimburse MRV for all sales, use, value-added and other taxes (except taxes on MRV's net income), and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale of the Products, licensing of the Software or performance of the Services under this Agreement.
3. **Disclaimer of Warranties.** MRV's warranties as set forth herein ("Warranty") are contingent on proper use of the Products and do not apply if the Products have been modified without MRV's written approval, or if the Products' serial number label is removed, or if the Product has been damaged. The terms of the Warranty are limited to the remedies as set forth in this Warranty. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. MRV MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR MRV SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. MRV DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL MRV BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT MRV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT A JURISDICTION DOES NOT ALLOW THE EXCLUSION OF AN IMPLIED WARRANTY, OR PLACES LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.
4. **Ownership; Confidentiality; Marking.** Title to and ownership of the Software and Documentation, and any improved, updated, modified or additional parts thereof, and all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Products, shall at all times remain the property of MRV or MRV's licensors. Purchaser may be exposed to certain information concerning the Products and/or Services, including without limitation, updates, upgrades, bug lists or other business information obtained through Purchaser's access to MRV's service agreements, which are MRV's confidential and proprietary information (herein "Confidential Information"). Purchaser agrees to exercise at least reasonable care with respect to the Confidential Information. Purchaser agrees not to (i) disclose to any third party any Confidential Information; or (ii) use the Products or other Confidential Information for any purpose not specified in this Agreement. Purchaser agrees to comply with all legends that appear on or in the Products and not to remove or destroy any copyright, logo, trademark, trade name, proprietary markings, or confidentiality legends placed upon or contained within Products or documentation supplied by MRV to Purchaser under this Agreement.
5. **Indemnification.** Purchaser agrees to indemnify and hereby hold MRV harmless from any liabilities, claims or damages, in contract and at law, arising out of (i) any act or omission by Purchaser (including but not limited to any use of a Product), or (ii) MRV's compliance with Purchaser's instructions, specifications or requirements.
6. **High-Risk.** Unless expressly instructed in writing by MRV to the contrary, the MRV Products and third-party Products purchased by Purchaser hereunder are not fault-tolerant and are not designed, certified, manufactured, or intended for use in hazardous environments requiring fail-safe or uninterrupted performance, including without limitation, the operation of nuclear facilities, aircraft

navigation or communication systems, air traffic control, direct life support machines, weapons systems, or disposal of hazardous waste, in which the failure of such software programs could lead, directly or indirectly, to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Purchaser agrees not to in any manner represent, directly or indirectly, that any MRV Product or third-party Product is in any way suitable for such High Risk Activities. MRV COMMUNICATIONS HAS NOT MADE ANY EXPRESS WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES WHICH COULD BE IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE SUCH AS HIGH RISK ACTIVITIES, AS SET FORTH IN SECTION C(3). Along with Purchaser's indemnification of MRV as set forth in Section C(5), Purchaser shall, and agrees to, indemnify and hereby hold MRV harmless from and against any and all claims for losses, costs, damages, expenses, or liabilities which may arise out of, or be connected with, Purchaser's failure to comply with this obligation.

7. **Limitation of Liability.** IN NO EVENT WILL MRV BE LIABLE TO PURCHASER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT MRV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. MRV'S TOTAL LIABILITY TO PURCHASER ARISING FROM OR IN RELATION TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY PURCHASER TO MRV UNDER THE PURCHASE ORDER FOR THE AFFECTED PRODUCT OR SERVICE. IN NO EVENT WILL MRV BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.
8. **Export and Sanction Restrictions.** Purchaser shall obtain all licenses, permits and approvals required by any government and shall comply with all applicable laws, rules, policies and procedures of the applicable government and other competent authorities. The U.S. Government prohibits Purchaser from entering into any financial transactions, including sales or other relationships, with prohibited destinations/nationals and other prohibited parties (including, but not limited to, any Specially Designated National ("SDN"), Blocked Person, Specially Designated Global Terrorist ("SDGT") or Denied Person) as updated from time to time. Purchaser is responsible for knowing, remaining current with and complying with these and all other applicable laws, rules, policies and procedures and will indemnify and hold MRV harmless for any violation or alleged violation by Purchaser of such laws, rules, policies or procedures. Purchaser shall not transmit, export or re-export, directly or indirectly, separately or as part of any system, the Products or any technical data (including processes and services) received from MRV, without first obtaining any and all licenses required by the applicable government, including without limitation, the U.S. Government and/or any other applicable competent authority. Purchaser also certifies that none of the Products or technical data supplied by MRV under this Agreement will be sold or otherwise transferred to, or made available for use by or for, any entity that is engaged in the design, development, production, or use of nuclear, biological or chemical weapons or missile technology. If Purchaser resells or otherwise disposes of any Products or technical data purchased hereunder, it will comply with any export restrictions applicable to such transfer. MRV shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance, of any necessary export license or authority.
9. **Term and Termination.** The term of this Agreement shall continue unless terminated in accordance with this Section. Either party may terminate the Services in accordance with Section B(1). MRV may terminate this Agreement, including performance of the Services, at any time upon (i) Purchaser bankruptcy, insolvency or receivership; or (ii) any material default by Purchaser of this Agreement not cured within 30 days after Purchaser receives written notice thereof. Except for the

first sentence of Section A(5), the rights and obligations set forth in this Agreement shall survive any termination of this Agreement.

10. General Provisions (Excluding EMEA. See Section D(2)). In exercising Purchaser's rights under this Agreement, Purchaser agrees to comply strictly and fully with all export controls and regulations imposed on the Products and/or Services by the United States and any country or organization or nations within whose jurisdiction Purchaser operates or does business. Purchaser shall not assign this Agreement or transfer any of the rights or obligations arising under this Agreement without the prior written consent of MRV. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. This Agreement will be governed by and construed according to the laws of California, without regard to that body of law controlling conflicts of law. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods is specifically excluded from application to this Agreement. In the event of any dispute or claim arising out of this Agreement, the parties hereby submit to the jurisdiction of the federal and state courts located in Los Angeles County, California, as applicable. Notices that are mailed shall be effective three days after mailing. Either party may change its address by giving written notice of such change in the manner provided. Notices to MRV shall be sent to: MRV COMMUNICATIONS, Inc., 295 Foster Street, Littleton, MA 01460, Attention: Director Sales Operations, Fax: (978) 952-5302. This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed by both parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, discussions and agreements, whether written or oral.

#### D. SPECIAL TERMS AND CONDITIONS APPLICABLE TO PRODUCTS WITH DELIVERY TO EUROPE, MIDDLE EAST, AFRICA ("EMEA")

1. Delivery and Acceptance of Products in EMEA. Notwithstanding anything to the contrary in this Agreement, the following delivery and acceptance terms shall apply to all such Products delivered within Europe, the Middle East and Africa unless expressly written in purchase orders accepted by MRV: All Products will be shipped, at the customer's option, EXW Ex-Work MRV factory or, at the Purchaser's expenses, Cost Insurance and Freight ("CIF") generally to the airport/customs in Europe, Middle East or Africa destination country. Products delivered to countries' members in the European Community at the customer's option and expense and as approved by MRV, may be shipped Cost and Insurance Paid ("CIP"). MRV will select which carrier MRV will use to transport the Products ordered by Purchaser to the airport/customs in the destination country. Subject to Section A(1), title to the Products (other than the Software) and the risk of loss of or damage to the Products ordered by Purchaser will pass to Purchaser upon arrival at the airport/customs in the destination country. The Products will be deemed accepted by Purchaser upon shipment.
2. General Provisions for EMEA. In exercising the Purchaser's right under this Agreement, Purchaser agrees to comply strictly and fully with all export controls and regulations imposed on the Products and/or Services by the United States and any country or organization or nations within whose jurisdiction Purchaser operates or does business. Purchaser shall not assign this Agreement or transfer any of the rights or obligations arising under this Agreement without the prior written consent of MRV. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. This Agreement will be governed by the laws of Israel, without

regard to that body of law controlling conflicts of law. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods is specifically excluded from application to this Agreement. Notices that are mailed shall be effective seven days after mailing. Either party may change its address by giving written notice of such change in the manner provided. Notices to MRV outside of the United States shall be sent to: MRV International Ltd., POB 114, Industrial Zone, Yokneam, Israel, Attention: Controller, Fax: +972 4 9892743. This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. If any part of this Agreement is found to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, discussions and agreements, whether written or oral.

| Solutions                    | Products            | Company                         | Resources         |
|------------------------------|---------------------|---------------------------------|-------------------|
| Service Providers            | Pro-Vision®         | Our Company                     | Brochures         |
| Data Centers and Enterprises | OptiSwitch®         | Leadership                      | Datasheets        |
|                              | OptiPacket®         | Quality & Regulatory Compliance | White Papers      |
|                              | OptiDriver®         | Careers                         | Application Notes |
|                              | Media Cross Connect |                                 | Case Studies      |
|                              | LX Series           |                                 | Videos            |

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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Collective bargaining agreement for 2017 through 2018 between City of Everett and Amalgamated Transit Union Division Number 883

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

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

\_\_\_\_\_  
 Labor Relations/  
 Human Resources  
 Sharon DeHaan  
 425-257-8685  
 January 18, 2017

Initialed by:  
 Department Head  
 CAA  
 Council President

\_\_\_\_\_  
*SD*  
*JB*  
 \_\_\_\_\_  
*JT*

| <u>Location</u>      | <u>Preceding Action</u> | <u>Attachments</u>              | <u>Department(s) Approval</u>                         |
|----------------------|-------------------------|---------------------------------|---|
|                      |                         | Collective bargaining agreement | Labor Relations/<br>Human Resources<br>Administration |
| Amount Budgeted      | -0-                     |                                 |   |
| Expenditure Required | -0-                     | Account Number(s):              |   |
| Budget Remaining     | -0-                     |                                 |   |
| Additional Required  | -0-                     |                                 |   |

**DETAILED SUMMARY STATEMENT:**

The content of the collective bargaining agreement for 2017 through 2018 between the City of Everett and Amalgamated Transit Union Division Number 883 was approved by membership vote. The document is available for review in the City Clerk's Office.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign the collective bargaining agreement with Amalgamated Transit Union Division Number 883 for January 1, 2017 through December 31, 2018.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Easement Agreement with \_\_\_\_\_ Briefing  
 Public Utility District No. 1 \_\_\_\_\_ Proposed Action  
 of Snohomish County for \_\_\_\_\_ Consent  
 electrical distribution \_\_\_\_\_ Action  
 facilities on City property at \_\_\_\_\_ First Reading  
 36<sup>th</sup> Street \_\_\_\_\_ Second Reading  
 \_\_\_\_\_ Third Reading  
 \_\_\_\_\_ Public Hearing  
 \_\_\_\_\_ Budget Advisory

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Facilities/Real Property  
 Contact Person Barb Hardman  
 Phone Number 425-257-7294  
 FOR AGENDA OF January 18, 2017

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA \_\_\_\_\_  
 Council President                     

|  |                         |  |   |
|--|-------------------------|--|---|
| <u>Location</u><br>29XX 36 <sup>th</sup> Street<br>Everett, WA 98201<br>See attached map | <u>Preceding Action</u> | <u>Attachments</u><br>Easement Agreement<br>Vicinity Map | <u>Department(s) Approval</u><br>Legal, Facilities/Real<br>Property |
|--|-------------------------|--|---|

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

**DETAILED SUMMARY STATEMENT:**

The attached easement provides for the Public Utility District No. 1 of Snohomish County to operate and maintain electrical facilities necessary to serve the Riverfront Development Project. A vicinity map is attached to show the location on a City owned parcel on the north side of 36<sup>th</sup> Street, near the western most end of that portion lying east of the Interstate-5 corridor.

**RECOMMENDATION:**

Authorize the Mayor to sign the Easement Agreement with Public Utility District No. 1 of Snohomish County for electrical distribution facilities on City property at 36<sup>th</sup> Street.

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County  
Attn: Kelly McGill,  
Manager, Real Estate Services  
P.O. Box 1107  
Everett, Washington 98206-1107

E- \_\_\_\_\_  
WO# 100003329-60 ROW# 10000024062

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DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Everett, a Municipal Corporation  
Grantee: Public Utility District No. 1 of Snohomish County  
Short Legal Description: NW/SE S29 T29N R05E, W. M.  
Tax Parcel No: 29052900401000

THIS DISTRIBUTION EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between City of Everett, a Municipal Corporation ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"). The Owner and District are sometimes referred to individually herein as "Party" and collectively as "Parties".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

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

**COMMENCING AT A FOUND MONUMENT IN CASE AT THE INTERSECTION OF SMITH AVENUE AND 36<sup>TH</sup> STREET IN THE CITY OF EVERETT, WASHINGTON; THENCE NORTH 89°22'55" EAST, 249.00 FEET ALONG THE EASTERLY EXTENSION OF SAID 36<sup>TH</sup> STREET, THENCE SOUTH 88°04'55" EAST, 369.90 FEET TO THE EAST LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S RIGHT OF WAY AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9102050319, THENCE NORTH 01°47'27" EAST, 40.00 FEET ALONG SAID EAST RIGHT OF WAY TO THE NORTH RIGHT OF WAY LINE OF SAID 36<sup>TH</sup> STREET, THENCE SOUTH 88°04'55" EAST, 104.10 FEET ALONG SAID NORTH RIGHT OF WAY TO THE POINT OF BEGINNING, THENCE NORTH 29°19'08" EAST, 12.08 FEET, THENCE NORTH 51°14'06" EAST, 379.48 FEET, THENCE NORTH 56°39'09" EAST, 94.16 FEET TO THE NORTHWEST CORNER OF BLOCK 3 OF JS SINES ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 11, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 01°47'27" WEST, 312.46 FEET ALONG THE WEST LINE OF SAID**

---

BLOCK TO THE SOUTHWEST CORNER OF SAID BLOCK 3 AND THE NORTH RIGHT OF WAY LINE OF SAID 36<sup>TH</sup> STREET, THENCE NORTH 88°04'55" WEST, 370.90 FEET ALONG SAID NORTH RIGHT OF WAY TO THE POINT OF BEGINNING.

ALSO KNOWN AS NEW LOT 11 OF CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NUMBER 05-008 RECORDED UNDER AUDITOR'S FILE NUMBER 200608210287 AND AS DELINEATED ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200608215004.

**Situate in the County of Snohomish, State of Washington**

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances necessary for District use, across, under, and upon the following portion of Owner's Property (hereinafter "Easement Area"):

**Commencing at the SW corner of said new Lot 11, thence S88°04'55"E along the south line of said new Lot 11, a distance of 145 feet to the Point of Beginning; thence continuing along said south line 40 feet; thence N0°55'05"E, a distance of 20 feet; thence N88°04'55"W a distance of 40 feet; thence S0°55'05"W a distance of 20 feet to the Point of Beginning.**

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the District.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees as provided herein.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such hazards and shall coordinate and obtain Owner's permission prior to removal of any such hazards.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner

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shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents it has the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

---

**Please sign and have notarized below**

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**(REPRESENTATIVE ACKNOWLEDGMENT)**

State of Washington  
County of Snohomish

I certify that I know or have satisfactory evidence that \_\_\_\_\_ (is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument on oath stated that (he/she/they) (are/is) authorized to execute the instrument and acknowledged as the \_\_\_\_\_ of the City of Everett, to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

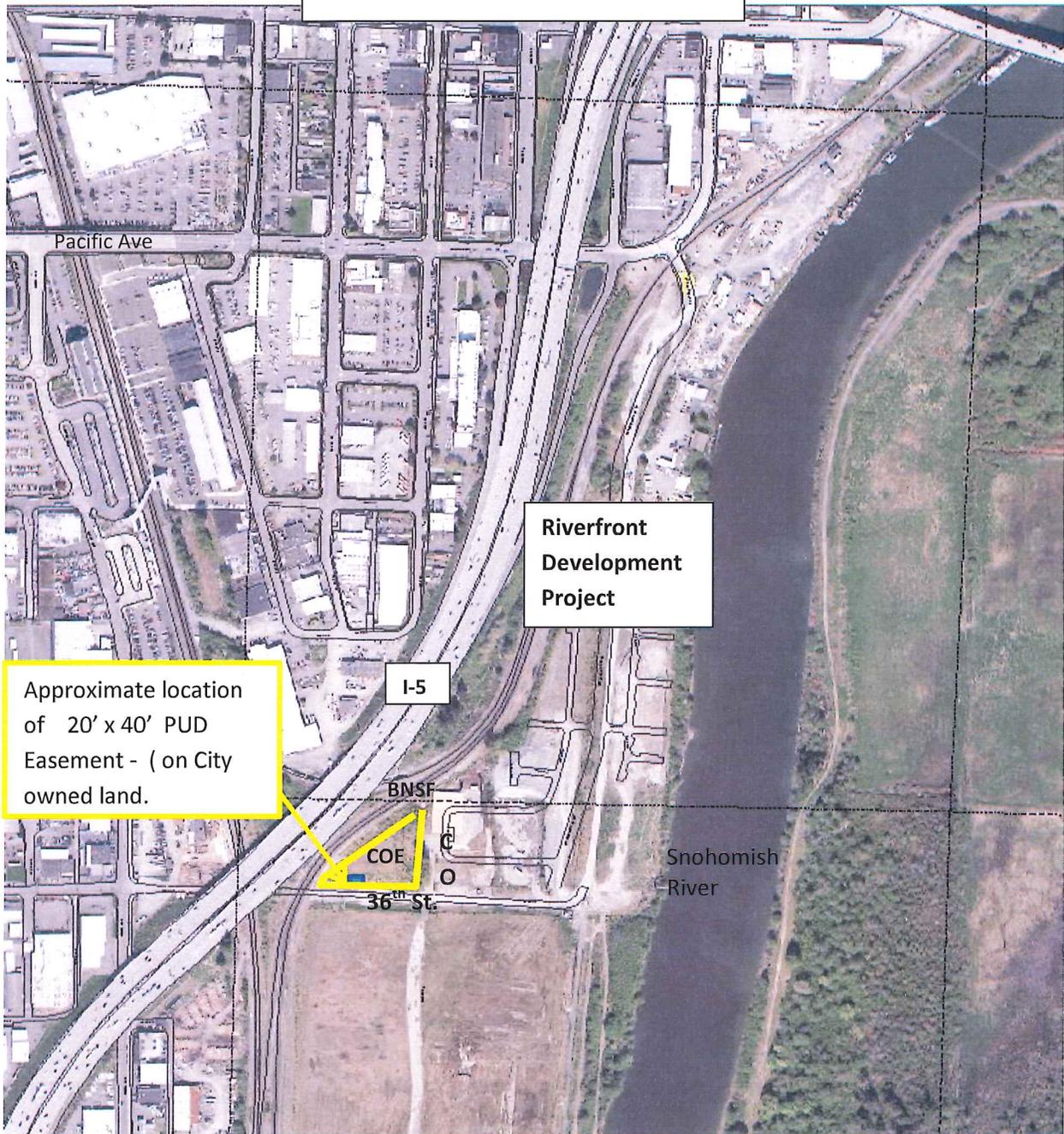
(Seal or Stamp)

Signature of \_\_\_\_\_  
Notary Public \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_

My appointment expires \_\_\_\_\_

---

Vicinity Map  
PUD Easement



Approximate location  
of 20' x 40' PUD  
Easement - (on City  
owned land.

Riverfront  
Development  
Project

I-5

BNSF

COE

36<sup>th</sup> St.

Snohomish  
River

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Amendment No. 3 to the Professional Services Agreement with Floyd and Snider for environmental consulting services for the Deep Water Outfall and ancillary facilities

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

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Public Works  
 Contact Person Mark Sadler  
 Phone Number 425-257-8967  
 FOR AGENDA OF January 18, 2017

Initialed by:  
 Department Head db  
 CAA \_\_\_\_\_  
 Council President JT

|                        |  |                           |                                      |
|------------------------|--|---------------------------|--------------------------------------|
| <b><u>Location</u></b> | <b><u>Preceding Action</u></b>                     | <b><u>Attachments</u></b> | <b><u>Department(s) Approval</u></b> |
|                        | Approved original contract, and Amendments 1 and 2 | Amendment No. 3           | Public Works                         |

|                      |           |  |
|----------------------|-----------|--|
| Amount Budgeted      | \$758,000 | Annual Utilities Repair and Maintenance Budget |
| Expenditure Required |           | Account Number(s): 401-5-200-111-646-410       |
| Budget Remaining     | \$67,380  | Within annual approved budget                  |
| Additional Required  |           |  |

**DETAILED SUMMARY STATEMENT:**

The original Professional Services Agreement with Floyd and Snider provided environmental consulting services for the ongoing work relating to the transfer of the Deep Water Outfall to the City and ancillary facilities. This revision to the scope will provide additional time, extending the contract to December 31, 2018, at no additional cost.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign Amendment No. 3 to the Professional Services Agreement with Floyd and Snider, Inc. for environmental consulting services for the Deep Water Outfall and ancillary facilities to extend the contract to December 31, 2018, at no additional cost.

**AMENDMENT NO. 3**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF EVERETT AND FLOYD SNIDER, INC.**

WHEREAS, Floyd Snider entered into the professional services agreement dated November 11, 2012 with the City, to perform professional on-call engineering, environmental, and other consulting services; and

WHEREAS, Floyd Snider completed the work scope to-date and further efforts are needed to coordinate the city's interest in the deep water outfall and associated facilities, and the City requests further assistance from Floyd Snider for this project; and

WHEREAS, the Agreement currently states that the Agreement shall be completed as of December 31, 2016; and

WHEREAS, the City and Floyd Snider agree to amend the Agreement to extend the time for completion from December 31, 2016 to December 31, 2018; and

NOW THEREFORE, the City and Floyd Snider agree to amend and modify the Agreement as follows:

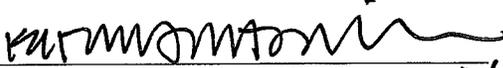
- A. Paragraph 3 of the Agreement is amended to read as follows:
  - 3. Time of Beginning and Completion of Performance. This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2018.
- B. Paragraph 4 of the Agreement is amended to read as follows:
- C. The Service Provider shall be paid such amounts and in such manner as described in the attached revised Exhibits B and C.
- D. All terms, conditions and provisions of the Agreement remain in full force and effect except as expressly modified by this Amendment

**CITY OF EVERETT  
WASHINGTON**

**FLOYD SNIDER, INC**

Two Union Square  
601 Union Street, Suite 600  
Seattle, Washington 98101-1616

By: \_\_\_\_\_  
Ray Stephanson, Mayor

By:   
Typed/Printed Name: Kamryn Snider  
Position/Office: Principal

\_\_\_\_\_  
Date

12/14/2016  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Fuller, City Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jim Iles, City Attorney  
Date: \_\_\_\_\_

## Schedule of Charges

|                                      |                            | 2016 RATES           |
|--------------------------------------|----------------------------|----------------------|
| Professional Staff                   | Name                       | Standard Hourly Rate |
| Principal                            | Teri A. Floyd, PhD         | \$250                |
|                                      | Kate Snider, PE, RLA       | \$250                |
|                                      | Allison Geiselbrecht, PhD  | \$250                |
| Associate Principal 3                | Thomas Colligan, LHG       | \$200                |
| Associate Principal 2                |                            | \$185                |
| Associate Principal 1                | Jessi Massingale, MS, PE   | \$175                |
| Senior Engineer/Scientist 3          |                            | \$180                |
| Senior Engineer/Scientist 2          | Stephen Bentsen, PE        | \$165                |
|                                      | Erin Cosnowski, MS         | \$165                |
|                                      | Megan King, PE             | \$165                |
|                                      | Steve Reimers, PE          | \$165                |
| Senior Engineer/Scientist 1          | Brett Beaulieu, MS, LHG    | \$150                |
|                                      | Lynn Grochala              | \$150                |
| Project Engineer/Scientist 3         |                            | \$140                |
| Project Engineer/Scientist 2         | Gabe Cisneros, LG          | \$130                |
|                                      | Gretchen Heavner, PhD, EIT | \$130                |
|                                      | Amanda McKay, MS           | \$130                |
|                                      | Tucker Stevens, MS, PE     | \$130                |
| Project Engineer/Scientist 1         | Emily Jones, PE            | \$120                |
|                                      | Erin Murray                | \$120                |
| Engineer/Scientist 3                 | Kristin Anderson, LG       | \$115                |
| Engineer/Scientist 2                 | Corey Wilson, MS           | \$110                |
| Engineer/Scientist 1                 | Layni Wachter              | \$100                |
|                                      | Pamela Wichgers            | \$100                |
| Constructibility Specialist          | Ken Preston                | \$155                |
| Senior Environmental Planner         | Tessa Gardner-Brown        | \$135                |
| Financial Analyst                    | Tiffany Volosin            | \$155                |
| GIS Analyst 2                        | Jason Taylor               | \$120                |
| GIS Analyst 1                        | Kim Rodgers                | \$105                |
| Data Manager                         | Michelle Black             | \$105                |
| Historian/Scientist                  | Lisa Meoli                 | \$120                |
| Research Librarian                   | Talia Mathews              | \$110                |
| Field Technician                     | Bill Beaulieu              | \$75                 |
| Senior Technical Editor              | Kristen Legg               | \$110                |
| Project Assistant 3/Technical Editor | Andrea Swanson             | \$90                 |
| Project Assistant 2                  | Terry Duncan               | \$80                 |
| Project Assistant 1                  | Rae Carleson               | \$70                 |
|                                      | Amanda Sweet               | \$70                 |
| <b>Special Services</b>              |                            |                      |
| All work by a testifying expert      |                            | 100% Surcharge       |

### Direct Charges:

We do not charge for the following items: routine faxes, routine photocopies, routine phone calls, routine office supplies, or routine computer time. They are included in our overhead rate.

We do charge for large mailings, express delivery service, courier services, report reproduction, library charges, outside services (such as graphics), special supplies, and travel (including parking and mileage). These charges will be invoiced at the price of the item plus a 10% markup to cover taxes, fees, and handling.

Field equipment fees are listed on a separate schedule, and any other equipment required for the project will be charged at cost plus a 10% markup.

Outside services are invoiced with a 10% markup to cover taxes, fees, and handling.

-Rates are subject to adjustment annually-

**Equipment Rates**

| Equipment Item  | 2016 RATES              |                          |
|---|-------------------------|--------------------------|
|   | Per Day                 | Per Week                 |
| <b>Daily Use or Disposable Items</b>  |                         |                          |
| Field Sampling Supplies, Tools, Disposables   | \$30.00                 | NA                       |
| <b>Safety Equipment</b>   |                         |                          |
| Level D Safety Equipment per Person (gloves, hearing protection, first aid)                     | \$10.00                 | \$40.00                  |
| Road Safety Barricades  | \$5.00                  | \$20.00                  |
| <b>Air Sampling Equipment</b>   |                         |                          |
| Photoionization Detector (PID)  | \$80.00                 | \$320.00                 |
| SKC Air Pump  | \$20.00                 | \$80.00                  |
| <b>Water Sampling Equipment</b>   |                         |                          |
| Submersible Pump (12v)  | \$40.00                 | \$160.00                 |
| Peristaltic Pump  | \$65.00                 | \$260.00                 |
| Water Level Tape  | \$25.00                 | \$100.00                 |
| Oil/Water Interface Probe   | \$35.00                 | \$130.00                 |
| LaMotte Turbidity Meter   | \$35.00                 | \$130.00                 |
| Hanna pH/Conductivity Probe   | \$20.00                 | \$80.00                  |
| Horiba U-50 Multi-Parameter Water Quality Meter   | \$100                   | \$375.00                 |
| <b>Data Acquisition Equipment</b>   |                         |                          |
| Field Laptop Computer   | \$30.00                 | \$120.00                 |
| Pressure/Temp/Barometric Transducer/Dataloggers (per transducer)                                | \$65.00                 | \$250.00                 |
| Barometric/Vacuum Sensor  | \$5.00                  | \$30.00                  |
| <b>Tools</b>  |                         |                          |
| Surveying Transit   | \$20.00                 | \$50.00                  |
| Stormwater Pole Sampler   | \$15.00                 | \$60.00                  |
| Trimble GPS   | \$110.00                | \$400.00                 |
| <b>Field Vehicles Per Rental Period</b>   |                         |                          |
| Van: Toyota Sienna (>100 miles, a fuel surcharge of \$25 will be billed in 100-mile increments) | Per Half Day<br>\$70.00 | Per Full Day<br>\$130.00 |

**Notes:**

Field equipment needed for the project that is not included in this list will be purchased and billed at equipment cost plus 10 percent.

Several small items used in field efforts are considered part of our overhead costs and are not billed separately. The items on this list are not considered part of overhead costs.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Amendment No. 7 to the Professional Services Agreement with Floyd and Snider, Inc. for consulting services on the Riverfront property

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

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Public Works  
 Contact Person Mark Sadler  
 Phone Number 425-257-8967  
 FOR AGENDA OF January 18, 2017

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA \_\_\_\_\_  
 Council President JS

| <u>Location</u> | <u>Preceding Action</u>  | <u>Attachments</u> | <u>Department(s) Approval</u> |
|-----------------|--|--------------------|-------------------------------|
|                 | 04/26/06 Original PSA, 03/16/07 Amend No. 1, 07/09/08 Budget Comm., 07/23/08 Amend No. 2, 06/30/10 Amend No. 3, 01/06/12 Amend No. 4, 01/03/13 Amend No. 5, 01/14/15 Amend No. 6 | Amendment No. 7    | Public Works                  |

|                      |              |                                   |
|----------------------|--------------|-----------------------------------|
| Amount Budgeted      | \$205,000.00 |                                   |
| Expenditure Required | -0-          | Account Number(s): 338 Riverfront |
| Budget Remaining     | \$74,069.74  |                                   |
| Additional Required  | -0-          |                                   |

**DETAILED SUMMARY STATEMENT:**

The original Professional Services Agreement signed on April 24, 2006 with Floyd Snider, Inc. provides consulting services on permitting, regulatory compliance, and environmental issues for the City's Riverfront property. Continued services are needed to assist with completion of Ecology reporting requirements and to review site development for compliance with the Site's Consent Decree. Amendment No. 7 is to extend the contract to December 31, 2020, at no additional cost.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign Amendment No. 7 to the Professional Services Agreement with Floyd and Snider, Inc. for consulting services on the Riverfront development to extend the contract to December 31, 2020, at no additional cost.

**AMENDMENT NO. 7**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**THE CITY OF EVERETT AND FLOYD SNIDER, INC.**

The City of Everett ("City") and Floyd Snider, Inc. (Floyd Snider) enter into this Amendment No. 7 as of December, 2016.

WHEREAS, Floyd Snider entered into the professional services agreement dated April 24, 2006 with the City, to perform professional on-call engineering, environmental, and other consulting services which has been amended by Amendment No. 1, Amendment No. 2, Amendment No.3, Amendment No. 4, Amendment No. 5, and Amendment 6 (as amended, the "Agreement:"); and

WHEREAS, Floyd Snider completed the work scope to-date and has coordinated the City's Riverfront's projects for compliance with the Department of Ecology, and the City requests further assistance from Floyd Snider to coordinate additional Riverfront projects; and

WHEREAS, the Agreement currently states that the Agreement shall be completed as of December 31, 2016; and

WHEREAS, the City and Floyd Snider agree to amend the Agreement to extend the time for completion from December 31, 2016 to December 31, 2020; and

NOW THEREFORE, the City and Floyd Snider agree to amend and modify the Agreement as follows:

- A. Paragraph 3 of the Agreement is amended to read as follows:
  - 3. Time of Beginning and Completion of Performance. This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2020.
- B. Regardless of the dates on which this Amendment No. 6 is signed by the parties, the parties agree that the Agreement did not expire on December 31, 2016. The parties agree that the Agreement has been continuously in effect since April 24, 2006.
- C. Paragraph 4 of the Agreement is amended to read as follows:
  - B. The Service Provider shall be paid such amounts and in such manner as described in the attached revised Exhibits B and C.
- D. All terms, conditions and provisions of the Agreement remain in full force and effect except as expressly modified by this Amendment.

**CITY OF EVERETT  
WASHINGTON**

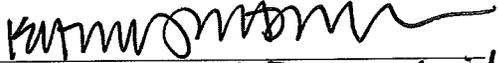
By: \_\_\_\_\_  
Ray Stephanson, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Sharon Fuller, City Clerk  
Date: \_\_\_\_\_

**FLOYD SNIDER, INC**  
Two Union Square  
601 Union Street, Suite 600  
Seattle, Washington 98101-1616

By:   
Typed/Printed Name: Kathryn Snider  
Position/Office: Principal

12/14/2016  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Jim Iles, City Attorney  
Date: \_\_\_\_\_

## Schedule of Charges

|                                      |                            | 2016 RATES           |
|--------------------------------------|----------------------------|----------------------|
| Professional Staff                   | Name                       | Standard Hourly Rate |
| Principal                            | Teri A. Floyd, PhD         | \$250                |
|                                      | Kate Snider, PE, RLA       | \$250                |
|                                      | Allison Geiselbrecht, PhD  | \$250                |
| Associate Principal 3                | Thomas Colligan, LHG       | \$200                |
| Associate Principal 2                |                            | \$185                |
| Associate Principal 1                | Jessi Massingale, MS, PE   | \$175                |
| Senior Engineer/Scientist 3          |                            | \$180                |
| Senior Engineer/Scientist 2          | Stephen Bentsen, PE        | \$165                |
|                                      | Erin Cosnowski, MS         | \$165                |
|                                      | Megan King, PE             | \$165                |
|                                      | Steve Reimers, PE          | \$165                |
| Senior Engineer/Scientist 1          | Brett Beaulieu, MS, LHG    | \$150                |
|                                      | Lynn Grochala              | \$150                |
| Project Engineer/Scientist 3         |                            | \$140                |
| Project Engineer/Scientist 2         | Gabe Cisneros, LG          | \$130                |
|                                      | Gretchen Heavner, PhD, EIT | \$130                |
|                                      | Amanda McKay, MS           | \$130                |
|                                      | Tucker Stevens, MS, PE     | \$130                |
| Project Engineer/Scientist 1         | Emily Jones, PE            | \$120                |
|                                      | Erin Murray                | \$120                |
| Engineer/Scientist 3                 | Kristin Anderson, LG       | \$115                |
| Engineer/Scientist 2                 | Corey Wilson, MS           | \$110                |
| Engineer/Scientist 1                 | Layni Wachter              | \$100                |
|                                      | Pamela Wichgers            | \$100                |
| Constructibility Specialist          | Ken Preston                | \$155                |
| Senior Environmental Planner         | Tessa Gardner-Brown        | \$135                |
| Financial Analyst                    | Tiffany Volosin            | \$155                |
| GIS Analyst 2                        | Jason Taylor               | \$120                |
| GIS Analyst 1                        | Kim Rodgers                | \$105                |
| Data Manager                         | Michelle Black             | \$105                |
| Historian/Scientist                  | Lisa Meoli                 | \$120                |
| Research Librarian                   | Talia Mathews              | \$110                |
| Field Technician                     | Bill Beaulieu              | \$75                 |
| Senior Technical Editor              | Kristen Legg               | \$110                |
| Project Assistant 3/Technical Editor | Andrea Swanson             | \$90                 |
| Project Assistant 2                  | Terry Duncan               | \$80                 |
| Project Assistant 1                  | Rae Carleson               | \$70                 |
|                                      | Amanda Sweet               | \$70                 |
| <b>Special Services</b>              |                            |                      |
| All work by a testifying expert      |                            | 100% Surcharge       |

### Direct Charges:

We do not charge for the following items: routine faxes, routine photocopies, routine phone calls, routine office supplies, or routine computer time. They are included in our overhead rate.

We do charge for large mailings, express delivery service, courier services, report reproduction, library charges, outside services (such as graphics), special supplies, and travel (including parking and mileage). These charges will be invoiced at the price of the item plus a 10% markup to cover taxes, fees, and handling.

Field equipment fees are listed on a separate schedule, and any other equipment required for the project will be charged at cost plus a 10% markup.

Outside services are invoiced with a 10% markup to cover taxes, fees, and handling.

-Rates are subject to adjustment annually-

**Equipment Rates**

| Equipment Item  | 2016 RATES              |                          |
|---|-------------------------|--------------------------|
|   | Per Day                 | Per Week                 |
| <b>Daily Use or Disposable Items</b>  |                         |                          |
| Field Sampling Supplies, Tools, Disposables   | \$30.00                 | NA                       |
| <b>Safety Equipment</b>   |                         |                          |
| Level D Safety Equipment per Person (gloves, hearing protection, first aid)                     | \$10.00                 | \$40.00                  |
| Road Safety Barricades  | \$5.00                  | \$20.00                  |
| <b>Air Sampling Equipment</b>   |                         |                          |
| Photoionization Detector (PID)  | \$80.00                 | \$320.00                 |
| SKC Air Pump  | \$20.00                 | \$80.00                  |
| <b>Water Sampling Equipment</b>   |                         |                          |
| Submersible Pump (12v)  | \$40.00                 | \$160.00                 |
| Peristaltic Pump  | \$65.00                 | \$260.00                 |
| Water Level Tape  | \$25.00                 | \$100.00                 |
| Oil/Water Interface Probe   | \$35.00                 | \$130.00                 |
| LaMotte Turbidity Meter   | \$35.00                 | \$130.00                 |
| Hanna pH/Conductivity Probe   | \$20.00                 | \$80.00                  |
| Horiba U-50 Multi-Parameter Water Quality Meter   | \$100                   | \$375.00                 |
| <b>Data Acquisition Equipment</b>   |                         |                          |
| Field Laptop Computer   | \$30.00                 | \$120.00                 |
| Pressure/Temp/Barometric Transducer/Dataloggers (per transducer)                                | \$65.00                 | \$250.00                 |
| Barometric/Vacuum Sensor  | \$5.00                  | \$30.00                  |
| <b>Tools</b>  |                         |                          |
| Surveying Transit   | \$20.00                 | \$50.00                  |
| Stormwater Pole Sampler   | \$15.00                 | \$60.00                  |
| Trimble GPS   | \$110.00                | \$400.00                 |
| <b>Field Vehicles Per Rental Period</b>   |                         |                          |
| Van: Toyota Sienna (>100 miles, a fuel surcharge of \$25 will be billed in 100-mile increments) | Per Half Day<br>\$70.00 | Per Full Day<br>\$130.00 |

**Notes:**

Field equipment needed for the project that is not included in this list will be purchased and billed at equipment cost plus 10 percent.

Several small items used in field efforts are considered part of our overhead costs and are not billed separately. The items on this list are not considered part of overhead costs.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Amendment No. 2 to the  
Professional Services  
Agreement with AMEC USA  
Holdings, Inc. for  
on-call Environmental work

\_\_\_\_\_ Consent  
\_\_\_\_\_ X Action  
\_\_\_\_\_ First Reading  
\_\_\_\_\_ Second Reading  
\_\_\_\_\_ Third Reading  
\_\_\_\_\_ Public Hearing

COUNCIL BILL # \_\_\_\_\_  
Originating Department Utilities  
Contact Person Paul B. Crane  
Phone Number 425-257-8949  
FOR AGENDA OF January 18, 2017

Initialed by:  
Department Head \_\_\_\_\_  
CAA db  
Council President jt

| <u>Location</u> | <u>Preceding Action</u>         | <u>Attachments</u>                          | <u>Department(s) Approval</u> |
|-----------------|---------------------------------|---|-------------------------------|
|                 | Professional Services Agreement | Amendment No. 2, 2016 Rate Sheet, Insurance | Legal, Utilities              |

|                      |              |   |
|----------------------|--------------|---|
| Amount Budgeted      | \$150,000.00 |   |
| Expenditure Required | \$0          | Account Number(s):401-5-600-109-923-410 |
| Budget Remaining     | \$150,000.00 |   |
| Additional Required  | \$0          |   |

**DETAILED SUMMARY STATEMENT:**

AMEC USA Holdings, Inc. will provide on-call support for environmental work including biological assessments, biological evaluations, wetland delineations, related environmental work including cultural assessments in support of environmental permitting and emergency action plans for the Public Works Department. Amendment No. 2 extends the completion date to December 31, 2018 at no additional cost.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with AMEC USA Holdings, Inc. for on-call environmental work to extend the completion date to December 31, 2018, at no additional cost.

**AMENDMENT NO. 2**  
**PROFESSIONAL SERVICES**  
**AGREEMENT BETWEEN**  
**THE CITY OF**  
**EVERETT AND**  
**AMEC ENVIRONMENT & INFRASTRUCTURE, INC.**

WHEREAS, AMEC Environment & Infrastructure, Inc. entered into the professional services agreement dated August 20, 2013 with the City, to perform professional on-call environmental, and other consulting services; and

WHEREAS, AMEC Environment & Infrastructure, Inc. changed its name to Amec Foster Wheeler Environment & Infrastructure, Inc., effective January 1, 2015; and,

WHEREAS, Amec Foster Wheeler Environment & Infrastructure, Inc. completed the work to-date and further efforts are expected relating to on-call environmental services, and the City requests further assistance from Amec Foster Wheeler Environment & Infrastructure for this work; and

WHEREAS, the Agreement currently states that the Agreement shall be completed as of December 31, 2014; and

WHEREAS, the City and Amec Foster Wheeler Environment & Infrastructure, Inc. agree to amend the Agreement to extend the time for completion from December 31, 2016 to December 31, 2018; and

NOW THEREFORE, the City and Amec Foster Wheeler & Infrastructure Inc. agree to amend and modify the Agreement as follows:

- A. Paragraph 3 of the Agreement is amended to read as follows:
  3. Time of Beginning and Completion of Performance. This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2018.
- B. Regardless of the dates on which this Amendment No. 2 is signed by the parties, the parties agree that the Agreement did not expire on December 31, 2016. The parties agree that the Agreement has been continuously in effect since August 20, 2013.
- C. The Service Provider shall be paid such amounts and in such manner as described in the attached revised Exhibits Band C.
- D. All terms, conditions and provisions of the Agreement remain in full force and effect except as expressly modified by this Amendment

**CITY OF EVERETT  
WASHINGTON**

**Amec Foster Wheeler  
Environment & Infrastructure, Inc.**  
11810 North Creek Parkway North  
Bothell, Washington 98011

By: \_\_\_\_\_  
Ray Stephanson, Mayor

By: Tad W. Schwager  
TAD W. SCHWAGER, PROJECT MANAGER

\_\_\_\_\_  
Date

12/21/16  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Fuller, City Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jim Iles, City Attorney  
Date: \_\_\_\_\_

**2016 Rate Sheet for  
City of Everett Professional Services Agreement  
Amec Foster Wheeler, Bothell WA**

| <b>Categories</b>         | <b>Hourly Rate</b> |
|---------------------------|--------------------|
| Principal                 | \$250              |
| Sr. Associate             | \$165              |
| Jr. Associate             | \$150              |
| Sr. Professional          | \$140              |
| Jr. Professional          | \$115              |
| Project Manager           | \$140              |
| Sr. Fisheries Biologist   | \$140              |
| Jr. Fisheries Biologist   | \$115              |
| Sr. Wetland Scientist     | \$140              |
| Jr. Wetland Scientist     | \$115              |
| Sr. Wildlife Biologist    | \$140              |
| Jr. Wildlife Biologist    | \$115              |
| Sr. Landscape Architect   | \$160              |
| Jr. Landscape Architect   | \$115              |
| Sr. Cultural Resource     | \$165              |
| Jr. Cultural Resource     | \$100              |
| Sr. Geotechnical Engineer | \$250              |
| Jr. Geotechnical Engineer | \$150              |
| Sr. Stormwater Engineer   | \$160              |
| Jr. Stormwater Engineer   | \$120              |
| Technician                | \$100              |
| GIS/CAD Specialist        | \$120              |
| Editor                    | \$110              |
| Administrative            | \$75               |
| Travel Expenses           | Cost plus 15%      |
| Direct Expenses           | Cost plus 15%      |
| Subcontract Expenses      | Cost plus 15%      |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2016

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

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

| <b>PRODUCER</b><br>Construction Risk Partners, LLC<br><br>Campus View Plaza<br>1250 Route 28, Suite 201<br>Branchburg, NJ 08876  | 1-908-566-1010<br><br><b>CONTACT NAME:</b><br><b>PHONE (A/C, No. Ext):</b><br><b>E-MAIL ADDRESS:</b><br><b>FAX (A/C, No):</b>  |                               |  |        |                            |  |       |                               |  |       |                                   |  |       |            |  |  |            |  |  |            |  |  |
|--|--|-------------------------------|--|--------|----------------------------|--|-------|-------------------------------|--|-------|-----------------------------------|--|-------|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Amec Foster Wheeler Environment & Infrastructure, Inc.<br><br>11810 North Creek Parkway N<br>Bothell, WA 98011 | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: ACE AMER INS CO</td> <td></td> <td>22667</td> </tr> <tr> <td>INSURER B: ZURICH AMER INS CO</td> <td></td> <td>16535</td> </tr> <tr> <td>INSURER C: AMERICAN ZURICH INS CO</td> <td></td> <td>40142</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: ACE AMER INS CO |  | 22667 | INSURER B: ZURICH AMER INS CO |  | 16535 | INSURER C: AMERICAN ZURICH INS CO |  | 40142 | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE  |  | NAIC #                        |  |        |                            |  |       |                               |  |       |                                   |  |       |            |  |  |            |  |  |            |  |  |
| INSURER A: ACE AMER INS CO   |  | 22667                         |  |        |                            |  |       |                               |  |       |                                   |  |       |            |  |  |            |  |  |            |  |  |
| INSURER B: ZURICH AMER INS CO  |  | 16535                         |  |        |                            |  |       |                               |  |       |                                   |  |       |            |  |  |            |  |  |            |  |  |
| INSURER C: AMERICAN ZURICH INS CO  |  | 40142                         |  |        |                            |  |       |                               |  |       |                                   |  |       |            |  |  |            |  |  |            |  |  |
| INSURER D:   |  |                               |  |        |                            |  |       |                               |  |       |                                   |  |       |            |  |  |            |  |  |            |  |  |
| INSURER E:   |  |                               |  |        |                            |  |       |                               |  |       |                                   |  |       |            |  |  |            |  |  |            |  |  |
| INSURER F:   |  |                               |  |        |                            |  |       |                               |  |       |                                   |  |       |            |  |  |            |  |  |            |  |  |

### COVERAGES

CERTIFICATE NUMBER: 48681777

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER                  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|--------------------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER:  |           |          | HDO G24557728                  | 05/01/16                | 05/01/17                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> Comp \$1,000<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS<br><input checked="" type="checkbox"/> Coll \$1,000 |           |          | BAP 9483148-05                 | 05/01/16                | 05/01/17                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED<br><input type="checkbox"/> RETENTION \$   |           |          |                                |                         |                         | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>\$<br>\$<br>\$  |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | WC 3504866-15<br>WC 3867133-09 | 05/01/16<br>05/01/16    | 05/01/17<br>05/01/17    | <input checked="" type="checkbox"/> PER STATUTE<br><input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                    |
| B        | Architects & Engineers Prof.  |           |          | IPR 1008375-01                 | 05/01/16                | 05/01/17                | Any One Claim/Agg 1,000,000   |

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

Re: Misc. Natural Resources, Enviro, and Geotech, City of Everett Job No. 15705.  
The City of Everett Public Works, its officers, employees and agents are additional insured on the General Liability and Automobile Liability policies as required by written contract. Coverage is primary and non-contributory where required by written contract. 30 days notice of cancellation applies per policy provisions.

### CERTIFICATE HOLDER

### CANCELLATION

|   |   |
|---|---|
| City of Everett Public Works<br><br>3200 Cedar Street<br>Everett, WA 98201<br><br>USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>William R. Hanson</i> |
|---|---|

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|   |
|---|
| <p><b>Named Insured:</b> AMEC USA HOLDINGS, INC.</p> <p><b>Endorsement Effective Date:</b> 05/01/16</p> |
|---|

**SCHEDULE**

|  |
|--|
| <p><b>Name Of Person(s) Or Organization(s):</b></p> <p>ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p> |
|--|

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location(s) Of Covered Operations  |
|--|--|
| Where required by Insured Contract executed prior to a loss  | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Insurance Program for which the named insured is an enrolled participant. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location And Description Of Completed Operations  |
|--|---|
| All parties where required by Insured Contract executed prior to a loss                                | All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Project Specific Insurance Program for which the named insured is an enrolled participant. |
|  |   |
|  |   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Amendment No. 1 to the Professional Services Agreement with Tetra Tech, Inc. for the Everett Utilities Supervisory Control and Data Acquisition System Master Plan

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

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Public Work  
 Contact Person Mark Sadler  
 Phone Number 425-257-8967  
 FOR AGENDA OF January 18, 2017

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA ds  
 Council President JS

|                 |  |                    |                               |
|-----------------|--|--------------------|-------------------------------|
| <u>Location</u> | <u>Preceding Action</u>                                      | <u>Attachments</u> | <u>Department(s) Approval</u> |
|                 | Original Professional Services Agreement approved March 2016 | Amendment No. 1    | Public Works, Legal           |

|                      |           |                             |
|----------------------|-----------|-----------------------------|
| Amount Budgeted      | \$200,000 | Within Utility Maint Budget |
| Expenditure Required |           | Account Number(s): Fund 401 |
| Budget Remaining     | \$120,970 |                             |
| Additional Required  |           |                             |

**DETAILED SUMMARY STATEMENT:**

The original agreement provides support for the in-City utility operations that are controlled by a data control system (SCADA). This system is in need of upgrades at numerous utility locations to facilitate utilities operations. Amendment No. 1 extends the contract to December 31, 2017, at no additional cost.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Tetra Tech, Inc. for the Everett Utilities Supervisory Control and Data Acquisition System Master Plan to extend the contract to December 31, 2017, at no additional cost.

**AMENDMENT NO. 1**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**THE CITY OF EVERETT AND TETRA TECH INC.**

The City of Everett ("City") and Tetra Tech, Inc. entered into this Agreement as of March 23, 2016.

WHEREAS, Tetra Tech, Inc. entered into the professional services agreement with the City to perform professional engineering and other consulting services related to the Supervisory Control and Data Acquisition system for help aid and control the operations of the city's water and sewer utilities; and

WHEREAS, the Agreement currently states that the Agreement shall be completed as of December 31, 2016; and

WHEREAS, the City and Tetra Tech, Inc. agree to amend the Agreement to extend the time for completion from December 31, 2016 to December 31, 2017; and

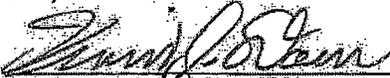
NOW THEREFORE, the City and Tetra Tech, Inc. agree to amend and modify the Agreement as follows:

- A. Paragraph 3 of the Agreement is amended to read as follows:
  - 3. Time of Beginning and Completion of Performance. This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2017.
- B. Regardless of the dates on which this Amendment No. 1 is signed by the parties, the parties agree that the Agreement did not expire on December 31, 2016. The parties agree that the Agreement has been continuously in effect since March 23, 2016.
- C. All terms, conditions and provisions of the Agreement remain in full force and effect except as expressly modified by this Amendment.

**CITY OF EVERETT  
WASHINGTON**

**Tetra Tech, Inc.  
19803 North Creek Parkway  
Bothell, WA 98011**

By: \_\_\_\_\_  
Ray Stephanson, Mayor

By:   
Typed/Printed Name: KEVIN J. DURR  
Position/Office: DIRECTOR

\_\_\_\_\_  
Date

DECEMBER 14, 2016  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sharon Marks, City Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jim Iles, City Attorney  
Date: \_\_\_\_\_

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Professional Services Agreement with BHC Consultants, LLC for the Landfill Gas System Design at the Everett Landfill

Consent  
 Action  
 First Reading  
 Second Reading  
 Third Reading  
 Public Hearing

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Public Works

Mark Sadler

425-257-8967

January 18, 2017

Initialed by:

Department Head

CAA

Council President



**Location**

Everett Landfill

**Preceding Action**

**Attachments**

Professional Services Agreement

**Department(s) Approval**

Public Works, Legal

|                      |           |          |
|----------------------|-----------|----------|
| Amount Budgeted      | \$450,000 | Fund 402 |
| Expenditure Required | \$79,246  |          |
| Budget Remaining     | \$370,754 |          |
| Additional Required  | -0-       |          |

**DETAILED SUMMARY STATEMENT:**

The Consent Decree for the Everett Landfill requires landfill gas control throughout the entire landfill perimeter. This Professional Services Agreement provides for the design of an extension of the existing landfill control system at a cost not to exceed \$79,246.

**RECOMMENDATION** (Exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with BHC Consultants, LLC for landfill gas system design services at the Everett Landfill in the amount of \$79,246.

**CITY OF EVERETT  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into on this 27- day of December, 2016, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and BHC Consultants, LLC , whose address is 1601 Fifth Avenue, Suite 500, Seattle WA 98101, hereinafter referred to as the “Service Provider.”

**WHEREAS**, the City desires to engage the Service Provider to provide environmental engineering services related to the former Everett Landfill for the City of Everett; and

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

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

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

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

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by June 30, 2018.

#### 4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

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

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

D. Total compensation, including all services and expenses, shall not exceed a maximum of Seventy-nine thousand two hundred forty-six Dollars (\$79,246.00).

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

#### 5. **Method of Payment.**

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

B. All requests for payment should be sent to:

City of Everett  
Attn.: Mark Sadler  
Everett Public Works , 3200 Cedar Street  
Everett, WA 98201

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

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

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

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

10. **Indemnification.** To the extent of the Service Provider's fault, breach of this Agreement, willful misconduct, or violation of law, the Service Provider hereby agrees, except as otherwise

provided in this Section 10, to defend and indemnify the City from any and all Claims arising out or relating to the performance of this Agreement by Service Provider (or by its employees, agents, representatives or subcontractors/subconsultants), whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

## 11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate.

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

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

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

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

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

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

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title.

Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

## 12. Independent Contractor.

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

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

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

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

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

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

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

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

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

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

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

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

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

**15. City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

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

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

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

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

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

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

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

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

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices.**

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

City of Everett  
Attn.: Mark Sadler  
Everett Public Works Department, 3200 Cedar Street  
Everett, WA 98201

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

Noah Allen  
BHC Consultants, LLC  
1601 Fifth Avenue, Suite 500, Seattle WA 98101

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

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

28. **Signature.** At the sole discretion of the City, the City may consent to the Service Provider's signature on this Agreement being by email, fax, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Agreement by the Mayor of the City.

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

**CITY OF EVERETT,  
WASHINGTON**

\_\_\_\_\_  
Ray Stephanson, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Fuller, City Clerk

\_\_\_\_\_  
James D. Iles, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

|  |  |
|--|--|
| <b>Corporation</b>                       | _____<br>[Service Provider's Complete Legal Name]<br><br>By: _____<br>Typed/Printed Name: _____<br>Its: _____<br>Date: _____   |
| <b>Partnership<br/>(general)</b>         | _____<br>[Service Provider's Complete Legal Name]<br>a Washington general partnership<br><br>By: _____<br>Typed/Printed Name: _____<br>General Partner<br>Date: _____  |
| <b>Partnership<br/>(limited)</b>         | _____<br>[Service Provider's Complete Legal Name]<br>a Washington limited partnership<br><br>By: _____<br>Typed/Printed Name: _____<br>General Partner<br>Date: _____  |
| <b>Sole<br/>Proprietorship</b>           | _____<br>Typed/Printed Name:<br><br>_____<br>Sole Proprietor:<br>Date: _____   |
| <b>Limited<br/>Liability<br/>Company</b> | <u>BHC consultants, LLC</u><br>_____<br>[Service Provider's Complete Legal Name]<br>a Washington limited liability company<br><br>By: <u>Ronald A. Dorn</u><br>Typed/Printed Name: <u>Ronald A. Dorn</u><br>Managing Member<br>Date: <u>12/30/2016</u> |

## EXHIBIT A SCOPE OF WORK

Exhibit A  
Everett Landfill  
Landfill Gas East Extension (Southern Portion)  
Scope of Work  
November 4, 2016

### Background

The purpose of this scope of work is to prepare Contract Documents for the city's Job Order Contracting method (JOC) including drawings and specifications for an extension of the existing LFG header and collection system along a limited corridor on the east side of the Everett Landfill Tire Fire Site, south of the 41st Street extension bridge.

### Assumptions:

- Design will be completed in accordance with the Everett Landfill Tire Fire Consent Decree and Cleanup Action Plan.
- The header construction will be bid as an individual project and needs drawings and specifications.
- Survey updates will be required to verify elevation and utility information.
- The City will coordinate and meet as needed with Ecology.
- No permits will be required. If permits are required, they will be completed/obtained by the City.
- Temporary Construction Easements will be obtained by the City.
- The City will provide observation services during construction and provide necessary documentation of construction activities for preparation of a CQA report.

### Tasks

1. Project Management and Coordination
  - 1.1 Perform project set up, monitoring of project progress and budget, monthly invoicing and status reports. Assumed duration of this effort is 12 months (December 2016 through December 2017).
  - 1.2 Participate in a coordination meeting at the City of Everett's offices. Consultant responsibilities include meeting preparation and follow up, and preparation of meeting minutes.

### Deliverables:

- Monthly invoices and status reports
  - Meeting Minutes
2. Preliminary Design/Analysis

**Pre-design:** Consultant will conduct a hydraulic analysis of the LFG system to evaluate whether the additional collection and conveyance facilities will affect the system operation. The collection and conveyance facilities extension will be evaluated based on the previous landfill gas design and to minimize impacts from seasonal flooding of the area surrounding the LFG extension. The results of this analysis will be presented in pre-design figures for review by City. A review meeting including City Staff and the Consultant will be held to determine the preferred alternative.

**CQA Checklist Support:** Consultant will provide technical support for the City prepared CQA checklist. The Consultant will provide design information and technical review to assist in the preparation of the checklist.

3. Update Basemap and Obtain Additional Information

The purpose of this task is to supplement the existing base map with changes that have occurred since the last basemap was prepared (specifically the surcharge projects). The changes are primarily a result of preload contracts that have modified grades, utilities, and other features in areas that will be under construction. Task is limited to the following:

- One (1) ten (10) hour day of field survey along with subsequent drafting associated with basemap updates.
- One (1) six (6) hour day to observe pothole locates of the extent of the existing geomembrane cover in the project area.

Assumptions:

- The City will provide crews and equipment to complete pothole locates.
- The potholes will be staked for future survey.

4. Final Design Drawings

Plans will be prepared for the purposes of obtaining construction bids for the work and for obtaining regulatory approval required for construction.

Preliminary Drawing List

1. LFG Collection and Conveyance Plan and Profile
2. LFG Collection and Conveyance Plan and Profile
3. Trench Details
4. LFG Details
5. LFG Details
6. Manhole Connection Details

Deliverables:

- 80 percent level of completion Plans
- Revised Drawings for Construction (dependent on JOC Contractor review comments)
- 5. Specifications

Specifications will be prepared for the purposes of construction. The specifications will include only technical specifications. The Specifications will be prepared in the following sequential submittals:

Deliverables:

- 80 percent level of Specifications
- Revised Drawings for Construction (dependent on JOC Contractor review comments)
- 6. Design Coordination with JOC Contractor

This task provides for services for coordinating the design and construction of the project with the City's JOC Contractor. The following services will be provided:

- Attend a design review meeting with the JOC Contractor to review the design details and specifications. Meeting will be held at Consultant's offices.

Attend a review meeting with the City and the JOC Contractor to finalize the JOC Contractor's scope and review comments on the construction documents (drawings and specifications). Meeting will be held at City of Everett and include a site walk-through.

- Limited addendum.

7. Services During Construction

The Consultant will provide limited engineering services during construction to support the City and the JOC Contractor. Services will be limited to, as requested by the city; attending construction meetings and performing site visits, attending commissioning and startup, and assisting in preparation of punch list, record drawings, CQA and construction completion reports. It is our understanding that the City will continue to provide day-to-day onsite construction management and site inspections; therefore, Consultant has not included costs for full-time construction observation.

Because the level of effort required for this task depends on factors outside of the Consultant's control such as contractor competence and cooperation, schedule, and weather related impacts, the scope of work for this task is limited to the level of effort included in the budget in Exhibit B. If this budget is not adequate for Construction Support, Consultant may request additional budget.

Attending construction meetings and performing site visits: Consultant will perform up to six (6) site visits/meetings during construction as requested by the City. Site visits/meetings can be used to attend the onsite construction meetings, review construction progress, meet with the contractor, meet with City staff, and other activities. Meetings attended by Consultant can include the Consultant project manager and up to one other team member if so requested.

Assisting in preparing the punch list: As requested, Consultant will attend the substantial completion site visit and provide recommendations to supplement the punch list that is prepared by the City. It is assumed that the completion of remaining items on the punch list will be verified City forces.

Preparing the CQA report: Consultant will prepare a CQA report compiling CQA documentation and summarizing

the results of CQA activities for the work. The CQA Officer will prepare a statement declaring that, based on completion of the CQA activities described in this CQA plan and in his professional engineering judgment and opinion, that LPSB, LFG system components, leachate facility, and geomembrane repairs were constructed in general conformance with the plans and construction specifications and that the materials used in construction were in general conformance with the construction specifications. Documentation of construction activities such as daily reports, photographs, compaction monitoring results, record drawings, etc. will be provided by the others for incorporation into the report. A Draft CQA report will be prepared and submitted to the City for review. Comments received from the City will be incorporated into the Final CQA Report to be submitted to Ecology. If Ecology requires changes to the Final CQA Report, additional budget may be required.

Deliverables:

- Punch lists to supplement City's Punch List – Initial, Interim, Final
- Draft and Final CQA Report

**EXHIBIT B**  
COMPENSATION

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

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

| <b>Name</b> | <b>Responsibility</b> | <b>Rate</b> |
|-------------|-----------------------|-------------|
| Horton      | Principle             | \$214.20    |
| Dorn        | Senior Review         | \$225.98    |
| Allen       | Proj. Eng             | \$138.60    |
| Simon       | CADD                  | \$148.84    |
| Caldwell    | CADD                  | \$105.53    |
| Pierson     | Admin                 | 106.16      |
|             |                       |             |

**ALTERNATE B [LUMP SUM]**

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

**ALTERNATE C [PROGRESS PAYMENTS]**

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

| <b>Task</b> | <b>Amount Paid upon Completion of Task</b> |
|-------------|--|
|             |  |
|             |  |
|             |  |
|             |  |
|             |  |
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|             |  |
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|             |  |

**ALTERNATE D [BASE REGISTRATION]**

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

**EXHIBIT C**  
REIMBURSABLE EXPENSES

| <b>Type of Expense</b> | <b>Maximum Per Item</b> | <b>Cumulative Maximum</b> |
|------------------------|-------------------------|---------------------------|
| Parking                |                         |                           |
| Meals                  |                         |                           |
|                        |                         |                           |
|                        |                         |                           |
|                        |                         |                           |
|                        |                         |                           |
|                        |                         |                           |

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

1. Does Service Provider have twenty-five (25) or more employees?  Yes  No

IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.

IF NO: ANSWER QUESTIONS 2 AND 3.

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

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

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

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

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

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

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

Service Provider Name: BHC Consultants, LLC

Signature: Ronald A. Dorn Printed Name: Ronald A. Dorn Title: Exec. Vice President