


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 8, 2020**

<b>AGENDA ITEM:</b>	
Nonexclusive Amendment to Communications Site Sublease/License with the US Coast Guard	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kari Chennault, Asst. Public Works Director	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
2 partially executed Site Subleases/Licenses	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40100362.325000	(\$3,000)
<b>SUMMARY:</b>	

The current Site Sublease/License with the United States Coast Guard expired in 2019. This new site sublease will extend the terms of the previous lease through December 31, 2022 and increase the annual rental rate to \$3,000 with a proposed 3% annual increase thereafter.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Communications Site Sublease/License with the US Coast Guard.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the Communications Site Sublease/License with the US Coast Guard.

**NONEXCLUSIVE COMMUNICATIONS SITE SUBLEASE/LICENSE  
UNITED STATES COAST GUARD**

1. The City of Marysville (City) subleases premises to the United States Coast Guard (USCG) for the location of communications equipment under the terms of a Nonexclusive Communications Site Sublease/License dated May 11, 2004, (attached as Exhibit A), which has been subsequently renewed.

2. The City and the USCG desire to extend the existing sublease of the premises through December 31, 2022 and at a rental rate of \$3,000.00 per month and payable monthly through electronic funds transfer. The rental rate will increase by three percent (3%) for the second year and third year, resulting in monthly rental rates of \$3,090.00 per month for the second year and \$3,182.70 per month for the third year.


3. This extension and payment of any costs associated with this sublease is contingent on Congressional approval of funding for the ensuing fiscal years.

4. To avoid any conflict between the language of Paragraph 9.f, "Tax Imposed on the City" and the Anti-Deficiency Act, the parties have agreed to remove the tax reimbursement requirements of Paragraph 9.f. In order to avoid such conflict of law issues and at the same time avoid any issues with internal references within the agreement, Paragraph 9.f is hereby amended to read as follows:

f. **Intentionally Left Blank.**

5. Except for the above provisions, all terms and conditions of the original Nonexclusive Communications Site Sublease/License dated May 11, 2004, remain in full force and effect.

6. This renewal is effective on the date of the last signature below.

UNITED STATES COAST GUARD  
Digitally signed by  
  
BRUMLEY.DAVID.E.11741  
04758  
Real Estate Contracting Officer  
U.S. Coast Guard  
Date: 2020.04.30 12:03:10  
Dated: April 30, 2020  
David Brumley, Real Estate Contracting Officer

CITY OF MARYSVILLE

\_\_\_\_\_  
Jon Nehring, Mayor

Dated: \_\_\_\_\_, 2020

Attest:

Approved as to form:

\_\_\_\_\_  
Tina Brock, Deputy City Clerk

\_\_\_\_\_  
Jon Walker, City Attorney

## NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE

THIS NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE (this "Licensee") is made by and between the City of Marysville, a municipal corporation and political subdivision of the State of Washington (hereinafter sometimes called "the City" ), and The United States Department of Justice (hereinafter sometimes called "Co-locator," "USDOJ" or "licensee") this 1<sup>st</sup> day of May, 2004.

### RECITALS

- I. The City has entered into a Communication Site Lease (the "Master Lease") with Snohomish County Emergency Radio System ("SERS"), a Washington Interlocal non-profit corporation.
- II. Under the Master Lease SERS has or is expected to construct a Communication Facility consisting of an antenna and related structures on the premises.
- III. Under the Master Lease, the City has the exclusive right to enter into sublease agreements or equivalent licensing agreements with third-party co-locators.
- IV. USDOJ desires to enter into a sublease or license with the City on the terms and conditions of this Sublease/License.

### AGREEMENT

In consideration of the mutual covenants contained in this Sublease/License, the parties agree as follows:

1. **RECOGNITION AND ACKNOWLEDGMENT OF MASTER LEASE.** Unless specifically provided otherwise herein, Licensee hereby recognizes, acknowledges and agrees to be fully bound to the terms of the Master Lease and all exhibits, schedules, General Terms and Conditions and Site Standards, Conditions and Interference Mitigation Requirements referenced in, attached to or incorporated into the Master Lease.
2. **WARRANTY OF CITY.** The City hereby warrants that the Master Lease is in full force and effect as of the date of this Sublease/License. The City agrees to continue to perform in accordance with the terms and conditions of the Master Lease. Except for the foregoing warranty, the City makes no warranty to Licensee either express or implied, concerning the Master Lease, the premises, or the suitability of the premises and improvements for Licensee's intended use.
3. **NONEXCLUSIVE.** This is a nonexclusive Sublease/License and Licensee

/wpf/mv/comm.lease DOJ

acknowledges and agrees that the site will be used by SERS as a communication facility and that the City may sublease or license the site and improvements to other sublessees/licensees to co-locate upon and use the premises and improvements for communications.

4. **PRECONDITIONS.** The City's performance under this Sublease/License is expressly preconditioned upon SERS's and the City's execution of the Master Lease and SERS's construction of the improvements required by the Master Lease to create a facility upon which Sublessee may co-locate. Should SERS not enter into the Master Lease, or should SERS fail to construct improvements required by the Master Lease, or should any preconstruction interference study conducted by or delivered to the City show that Licensee's agreed equipment will cause interference as the City may determine, at the option of the City, the City may declare this Sublease/License null and void and of no force and effect. Except as to any preconditions recognized by this paragraph, the parties shall be fully bound to this Sublease/License upon the stated effective date and licensee shall fully pay all rents and other charges due and perform all obligations of Licensee from and after the commencement date.

5. **PREMISES.** The City agrees to sublease or license to Licensee and Licensee agrees to lease or license from the City, upon the terms and conditions set forth herein, those areas and locations on the antenna, those related connectors, equipment, conduits and lines, and those storage areas described in detail on **Exhibit A** ("the connection and storage areas" or the "premises"). The connection and storage areas are located on premises depicted in an Area Map and Site Plans with legal description set out in detail in **Exhibit A** hereto (the "Site"). The connection and storage areas are part of an antenna and structures on the site described in detail in **Exhibit A** (the "Equipment and Structures List"). By taking possession of the premises, Licensee accepts the premises in their existing condition. The City makes no representation or warranty with respect to the condition of the premises and site and the City shall not be liable for any latent or patent defect in the premises or the site.

6. **TERM.**

The initial term shall be commence on \_\_\_\_\_ 2004 and expire on September 30, 2004. Thereafter, the term shall be for total of up to five years, consisting of five one year periods of licensee's fiscal year of October 1, to September 30 of the following year. Licensee shall give City notice 60 days before the expiration of a fiscal year of renewal for the following fiscal year.

7. **OPTION TO EXTEND.** So long as the same is not prohibited by the Master Lease, the City has not exercised any rights to terminate this Sublease/License, and Licensee has faithfully and fully performed all terms and conditions of this Sublease/License, Licensee shall have the right to extend this Sublease/License on the following terms and conditions:

- a. **Notice.** Between one hundred eighty (180) days before and one hundred

fifty (150) days before the termination date, Licensee shall give the City written notice of its intent to extend this Sublease/License. Said notice shall be addressed and mailed in accordance with paragraph 31 of this Sublease/License.

b. **Rate Study.** Upon receipt of the notice, the City shall cause a rate study to occur to determine the fair market rental for the extended term of the lease. The results of the said study shall determine the rental for the extended period of the lease.

c. **Length of Extension.** Upon exercise of an option to extend, the term may be extended as permitted under the terms of this Sublease/License for two (2) additional five (5) year periods consisting of annual terms matching Licensee's fiscal year.

d. **Terms and Conditions.** Except for the rental rate determined by the rate study, the remaining terms and conditions of this Sublease/License shall be in full force and effect during the extension period.

8. **EQUIPMENT TO BE ATTACHED.** Licensee may attach to the antenna and structures only the equipment, connectors conduits and line expressly set out in **Exhibit A** (the "agreed equipment"). Said agreed equipment shall be installed in accordance with the plans and specifications set out in **Exhibit A**. The City may require that Licensee submit an interference study to the City demonstrating that the agreed equipment will not cause interference with existing and contemplated equipment to use the premises. Licensee may not use the premises for any other purpose.

9. **FACILITY FEE; RENT; ADDITIONAL RENT; OTHER CHARGES.** Licensee agrees to pay the City, and where indicated third parties, fees, rent, additional rent and other charges as follows:

a. **SERS Siting Fee.** Licensee agrees to pay a siting fee to SERS in an amount set out in the General Terms and Conditions to the Master Lease. The siting fee will be negotiated between SERS and USDOJ. Said fee shall be paid upon execution of this Sublease/License.

b. **City Siting Fee.** Licensee agrees to pay a siting fee to the City in the amount of TWO THOUSAND DOLLARS (\$2,000.00). Said fee shall be paid upon execution of this Sublease/License.

c. **Annual Base Rent.** Licensee shall pay the City annual base rent in the amount amount of \$12,000. Base rent for the initial term shall be paid within thirty (30) days of expiration of the initial term. Thereafter annual base rent shall be due and payable within thirty days (30) of the expiration of each fiscal year. Should the City allow

allow Licensee to add to or change the equipment to be attached, any agreement addressing the addition to or change of equipment shall address adjustment of the annual base rent and any pro-ratio to account for additions or changes in the middle of a lease year.

d.. **Adjustment of Annual Base Rent.** The annual base rent shall be adjusted beginning with the lease year commencing on the third anniversary of the commencement date. Said increase shall be a 3% increase.

e. **Insurance Cost.** If as a result of this Sublease/License the City's cost for any insurance shall increase, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

f.. **Utilities Cost.** If all of the utilities to Licensee's equipment and facilities are not separately metered and billed to Licensee, but the said utility is billed to the City and increases the City's cost for utilities, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

g.. **Tax Imposed on the City.** Should any tax be imposed on the City for or on account of this Sublease/License, or the City's receipt of payments under this Sublease/License, upon the City's payment of said tax, the City shall invoice Licensee for the tax imposed upon the City. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

h.. **No Offset.** All charges under this lease are charges for rent. Tenant shall pay all rent under this lease without offset.

10. **INTEREST.** In addition to all other charges, in the event a payment is not paid when due, Licensee shall pay to the City interest in compliance with the Prompt Payment Act.

11. **TAXES.** Licensee is exempt from the payment of state and local taxes associated with this Sublease/License.

12. **USE OF THE CONNECTION AND STORAGE AREAS.**

a. **Installation.** Licensee may use the connection and storage areas to install, maintain and operate the agreed equipment. This use shall be nonexclusive. Installation

shall be done under the supervision of the City or its designee. The City may forbid installation of any material, even if part of the agreed equipment, if in the City's sole judgment, reasonably exercised, the material will damage the property or interfere with the rights of SERS, the City, or any present or prospective co-locator. All expenses of installation of Licensee's equipment shall be at the sole cost and expense of Licensee. Licensee shall paint the color of its facilities as the City may direct.

b. **Compliance With Law; Waste.** Licensee shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of equipment and use of the premises. Licensee shall not permit, and shall not cause waste upon the premises.

c. **Removal.** The Licensee shall remove its equipment and materials from the premises upon the termination of this Sublease/License at its own expense. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the premises, including that of SERS, the City or any co-locator. If, however, Licensee requests permission not to remove all or a portion of its equipment and materials, and the City consents to such non-removal, title to the affected equipment and materials shall thereupon transfer automatically as of the date of the request to the City and the same shall thereafter be the sole and entire property of the City and Licensee shall be relieved of the duty to otherwise remove the same. If Licensee is required to remove its materials and equipment, Licensee shall restore the affected area of the premises to the reasonable satisfaction of the City. All costs and expenses of removal and restoration shall be borne by Licensee and to the extent permitted by applicable Federal Law, Licensee shall hold the City harmless from any portion thereof.

13. **EQUIPMENT AND MATERIALS UPGRADE.** Licensee may not replace or alter its materials, installation and equipment without the agreement of the City, including any required agreement for the adjustment of the annual base rent.

14. **MAINTENANCE.**

a. Licensee shall, at its own expense, maintain any equipment on or attached to the premises in a safe condition, in good repair and in a manner suitable to the City so as not to conflict with the use of or other leasing of the premises by the City. Licensee shall not interfere with the use of the antenna, the premises, related facilities or other equipment of SERS and any co-locators.

b. Licensee shall have sole responsibility for the maintenance, repair and



security of its equipment and personal property and sub-leasehold improvements and shall keep the same in good condition and repair during the sublease/license term.

c. Licensee shall keep the premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. Should the City, SERS or a co-locator undertake painting, construction or other alterations on the antenna, Licensee shall take reasonable measures at Licensee's sole cost to cover and/or protect Licensee's equipment, personal property or materials.

15. **LIENS.** Licensee acknowledges that the City and the premises may not, and shall not, be subject to claims for liens for labor and materials, and shall keep the premises and any other property of the City free from any liens for work, labor, materials or services delivered to Licensee, or claimed by or through Licensee. To the extent and manner provided by Federal Law, Licensee shall indemnify, defend and hold the City harmless from and against any such claims or liens and the City's attorney's fees and costs incurred in connection therewith.

16. **PREMISES ACCESS.**

a. Licensee at all times during this Sublease/License, subject to notice requirements to the City as set out below, and subject to rules that SERS and/or the City may from time to time implement and issue, shall have vehicle access through existing gates and driveways to the antenna and premises.

b. Licensee shall request access to the premises twenty-four (24) hours in advance, except in an emergency.

c. The City may at all times enter upon those portions of the premises occupied by Licensee to examine and inspect the premises for safety and to ensure that the Licensee is complying with the provisions of this Sublease.

17. **UTILITIES.** Unless separate metering is not available, Licensee shall arrange for separate metering of its utilities associated with its use as permitted by this Sublease/License. Licensee shall pay all costs associated with arranging for said metering and Licensee shall pay all utility charges as and when they come due. Licensee may not install an emergency power generator or alternate power system on the premises without the consent of the City. The City in its sole discretion may refuse to grant consent. Should the City consent, and an emergency generator or alternate power system is installed by Licensee, the system shall conform to all fire prevention regulations of the fire district, all requirements of the Public Utility District No. 1 of Snohomish County, and all regulations of any other agency with jurisdiction. The City shall not be liable for the interruption of utility services or failure of emergency power or any damages or

losses resulting from such interruption or failure.

18. **LICENSE FEES.** Licensee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for or occasioned by Licensee's use of the premises, if any.

19. **INTERFERENCE.** Licensee's installation, operation, and maintenance of the agreed equipment shall not damage or interfere in any way with SERS's operations, the City's operations or the operation of other co-locators. Licensee agrees to immediately cease upon actual notice activities which materially interfere with other operations. The City at all times during this Sublease/License reserves the right to take any action it deems necessary in its sole discretion to repair, maintain, alter or improve the premises.

The City may at any time obtain an interference study to determine if Licensee's activities interfere with the use and operation of other communication facilities on the antenna which pre-existed Licensee's agreed equipment. If Licensee's agreed equipment causes interference, Licensee shall take all measures reasonably necessary to correct and eliminate the interference and reimburse the City the cost of the interference study. If the interference cannot be eliminated in a reasonable time, Licensee shall immediately cease operating its equipment until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, the City may terminate this Sublease/License.

The City may receive requests to sublease to co-locators. If after installation of Licensee's agreed equipment the City proposes to enter into a sublease with a co-locator, the City will advise Licensee of the proposal, and the City will supply Licensee with such information as the third party will provide for review for noninterference. Licensee shall have thirty (30) days to review and comment on the information supplied. If Licensee does not object in writing within the said thirty (30) days, then Licensee shall be deemed to have consented to the co-location and shall be conclusively deemed to have agreed that the proposal will not cause interference with Licensee's agreed equipment and operation. If Licensee timely objects, and the City verifies the objection, the City will not proceed with the proposal, unless the proposal is reasonably modified to avoid interference.

Notwithstanding the provisions of the previous paragraph, the City does not guarantee to Licensee subsequent noninterference with Licensee's agreed equipment. Further, regardless of the provisions of the previous paragraph, the City itself, SERS, or any governmental unit may be allowed to operate or place facilities on the antenna regardless of actual or potential interference with Licensee's use. In such event, Licensee may terminate this sublease on thirty (30) days notice to the City.

20. **INSURANCE.** Licensee is self insured.

21. **INDEMNIFICATION.** To the extent and in the manner provided by Federal Law, Licensee shall, at its sole cost and expense, indemnify and hold harmless the City, its elected officials, Council members, employees, agents, attorneys and contractors (collectively "indemnitees") from and against:

a. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Licensee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible and intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, reconstruction, remodel, revision, installation, operation, maintenance, use of condition of the premises, Licensee's agreed equipment, or Licensee's failure to comply with any federal, state, or local statute, ordinance or regulation.

b. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation reasonable fees and expenses of attorneys, expert witnesses and other consultants) which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplied provided to or supplied to Licensee, its contractors or subcontractors for the installation, construction, operation, maintenance or use of the premises or Licensee's agreed equipment, and upon request of City Licensee shall immediately cause any claim against the premises to be released and discharged.

The indemnity provided for herein shall remain in full force and effect despite the negligence of the Indemnitees. Licensee shall have no obligation to indemnify the City for the sole negligence of the Indemnitees. This indemnity shall survive any termination of this Sublease/License.

22. **RELEASE OF CLAIMS.** Licensee hereby releases the City for all claims for damages which may arise from defects in the antenna and related structures on the premises, or which may arise from the existing or future water storage tank and appurtenances on the premises, or for damage by storm, rain, leakage or any natural occurrence.

23. **HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.**

a. **Definitions.** "Hazardous Materials" as used in this Sublease shall mean:

- i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease producing substances; or
- ii. Any dangerous waste or hazardous waste as defined in:
  - (a) Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105);
  - (b) Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq); or
- iii. Any hazardous substance as defined in:
  - (a) Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (43 U.S.C. Sec. 9601 et seq); or
  - (b) Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or
- iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by applicable federal, state or local laws or regulations as now existing or hereafter amended.

**b. Environmental Compliance.**

i. In the use and occupancy of the Premises, the Licensee shall, at the Licensee's own expense, comply with all federal state and local laws and regulations now or hereafter in effect related to hazardous materials and the environment which are applicable to the premises, Licensee's business or any activity or condition on or about the premises (the "environmental laws"). The Licensee warrants that its business and all its activities to be conducted or performed in, or about the premises shall comply with all of the environmental laws. The Licensee agrees to change, reduce, or stop any noncomplying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this sublease to comply with the environmental laws.

ii. The Licensee shall not, without first obtaining the City's prior written approval, use generate, release, handle, spill, store, treat, deposit,

transport, sell or dispose of any hazardous materials in, on or about the premises. In the event, and only in the event, that the City approves any of the foregoing, the Licensee agrees that such activity shall occur safely and in compliance with the environmental laws.

iii. The Licensee shall not cause or permit to occur any violation of the environmental laws on, under, or about the premises, or arising from the Licensee's use or occupancy of the premises.

iv. The Licensee, at its own expense, in a timely manner shall make all reports, including self reports, and supply all submissions required to comply with all environmental laws. If the Licensee shall fail to fulfill this duty, at its option the City may fulfill such reporting requirements, and bill the cost thereof to Licensee as if the same was additional rent, or the City may employ the default provisions of this Sublease. All of the City's remedies shall be cumulative, and the exercise of one remedy shall not be deemed to be a waiver or release of any other remedy. Licensee's environmental obligations shall survive a termination of this Sublease.

v. Should any governmental or regulatory authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any action of Licensee whereby a deposit, spill, discharge or other release of hazardous materials occurs during the term of this Sublease/License, then Licensee shall, in a timely manner and at the Licensee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Licensee shall then carry out all such cleanup and remediation plans at its own expense. Any such cleanup and remediation plans are subject to the City's prior written approval. Although the City reserves the right to review and approve such cleanup and remediation plans, the City assumes no responsibility for such plans or their compliance with the environmental laws.

c. **Environmental indemnity.** To the extent and in the manner provided by Federal Law, the Licensee shall be fully and completely liable to the City for, and shall fully save and indemnify the City from, any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any governmental or regulatory authority arising out of the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of hazardous materials on or about the premises. In addition, Licensee shall indemnify and save the City harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees for injuries to persons or death, property damage, loss or costs caused by the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or

sale of hazardous materials by the Licensee. For the purposes of this paragraph, "Licensee" shall be construed to mean Licensee, or any of its agents, representatives, employees or contractors. This indemnity shall survive the termination of this Sublease/License.

d. **Remediation on Lease/License Termination.** Upon expiration or earlier termination of this Sublease/License, Licensee shall remove, remediate or clean up any hazardous materials on or emanating from the premises, occasioned by Licensee, and Licensee shall undertake whatever other action may be necessary to therefore bring the premises into full compliance with environmental laws. Licensee shall submit its plan of cleanup to the City for review and approval. Notwithstanding review and approval by the City, the City assumes no responsibility for any plan of cleanup, or for Licensee's compliance with environmental laws. If Licensee does not timely proceed with a plan of cleanup, the City may supply Licensee with a notice of default, and if within the deadline specified in the notice, Licensee does not make reasonable progress, the City thereafter may proceed with cleanup as necessary and bill all of the City's costs, including costs of investigation and reporting, to Licensee.

24. **NON-DISCRIMINATION.** The City and Licensee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment in the administration or delivery of services or any other benefits associated with this Sublease. The parties shall comply with all laws against discrimination including but not limited to Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964.

25. **SIGNS.** No advertising shall be permitted on the premises except as required by law or regulation. Licensee may post its name, address and an emergency number on a painted sign, provided the design, size and location meet applicable codes and the sign is approved in advance in writing by the City.

26. **DEFAULT AND TERMINATION FOR DEFAULT.** It shall be a default if Licensee shall fail to fully and timely make any payment under this Sublease/License or fail to fully and timely perform as required by this Sublease/License. In the event of a default, the City may give Licensee a notice of default as follows:

- a. for nonpayment of rent, a ten (10) day notice to pay or vacate;
- b. for any other nonperformance under the lease a twenty (20) day notice to comply or vacate.

If Licensee does not pay or cure its performance within the deadline specified by the notice the City, at its option, may without further notice re-enter the premises and eject Licensee

from the premises. At its option, the City may also (1) declare in writing the sublease terminated, in which event Licensee shall immediately remove the agreed equipment from the premises and pay the City a sum of money equal to the total amount of unpaid rent accrued through the date of termination, the amount of rent remaining to be paid on the Sublease reduced by that amount the Licensee proves could have been reasonably mitigated, and the City's costs, including reletting costs and reasonable attorney's fees, or (2) without terminating this Sublease, relet the premises, or any part thereof, for the account of the Licensee upon such terms as the City deems advisable, and if a deficiency remains compared to the reserved rent and the City's reletting costs and reasonable attorney's fees, and invoice and collect the shortage from sublessee, or (3) pursue any other remedy permitted at law or in equity.

No re-entry and taking possession of the premises by the City shall be construed as an election on the City's part to terminate this Sublease/License, regardless of the extent of renovation or alterations by the City, unless the City declares in writing that this Sublease is terminated. Notwithstanding any reletting without termination, the City may at any time thereafter elect to terminate this Sublease/License for such previous breach.

27. **COSTS AND ATTORNEY'S FEES.** If a legal or equitable action is instituted by reason of any default or breach of this Sublease/License, or because of a dispute concerning the terms and provisions of this Sublease/License, to the extent and the manner provided by Federal Law, the prevailing party shall be entitled to recover all of its legal costs, expert witness and consultant fees, and reasonable attorney's fees.

28. **VENUE AND CHOICE OF LAW.** This Sublease shall be governed by and construed in accordance with the laws of the State of Washington.

29. **OPTIONAL RIGHTS TO TERMINATE.** Even though no party may be in default under the terms of this Sublease/License, the City and Licensee, upon giving notice as specified, shall have optional rights to terminate this Sublease/License as follows:

a.. **Damage or Destruction.** Upon thirty (30) days written notice, one to the other, in the event that the antenna, or Licensee's agreed equipment, is substantially damaged or destroyed, either party may declare this sublease terminated.

b.. **Antenna Unsound.** Upon thirty (30) days written notice from the City to Licensee, in the event that the antenna, as determined by the City in its sole discretion, is determined to be structurally unsound or otherwise not suitable for Licensee's use.

c.. **Redevelopment.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the property should be redeveloped.

d.. **Health Hazard.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the continued use of the antenna and related equipment is in fact a threat to the health, safety or welfare of local community.

30. **ASSIGNMENT OR SUBLEASE.**

a. **Prohibited Without Consent.** Licensee shall not assign or transfer this Sublease/License or any interest or rights therein, nor delegate its duties under this Sublease/License, nor sub-sublease/license the whole or any part of the premises, nor grant an option for assignment, delegation, transfer or sub-sublease/license for the whole or any part of the premises, nor shall this Sublease/License or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the City. If the City gives its consent to any assignment, delegation, sub-sublease or other transfer, the same shall not be a waiver, and this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sub-sublease or other transfer shall be made without the City's consent. All prohibited events under this paragraph are hereinafter referred to as "transfers," or "transfer."

b. **Notice by Sublessee/Licensee — Production of Records.** If Sublessee/Licensee desires to transfer this Sublease/License, Licensee shall notify the City in writing of said desire to transfer at least ninety (90) days prior to the effective date of the proposed transfer. The notice shall specify the date of the proposed transfer, the identity of the transferee, and the terms of the proposed transfer, including all consideration of any kind to be received by the licensee. Upon request by City, licensee shall provide:

- i. a full and complete financial statement of the proposed transferee;
- ii. a copy of the proposed transfer instrument;
- iii. an affidavit from the transferee that it has examined the Master Lease, and all accompanying schedules and exhibits, and has examined this Sublease/License, has had an opportunity to consult with legal counsel, and understands the terms and conditions under which a transfer will be undertaken; and
- iv. any other information the City reasonably requests.

c. **Decision by the City.** The City shall review the request to transfer and



respond with either an approval or disapproval not later than sixty (60) days prior to the effective date of the proposed transfer. Disapproval shall be final and binding on the Licensee and shall not be subject to litigation or appeal. The City shall charge Licensee a reasonable fee for administrative costs for the review and processing of a transfer. Said fee shall be due and payable upon invoice from the City to Licensee.

d. **Effect of Transfer.** Should the City consent to a transfer, the transferee shall be fully bound to this Sublease/License and the Master Lease. Despite consent by the City and a permitted transfer, Licensee and any subsequent transferor shall not be released, but shall also be fully bound to and obligated to payment and performance under this Sublease/License.

31. **NOTICES.** Except for notices required under Chapter 59.12 RCW, notices required under this Sublease/License shall be given in writing to the following respective addresses, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing:

a. if to City, to:

The Chief Administrative Officer  
City of Marysville  
1049 State Avenue  
Marysville, WA 98270

b. if to Licensee, to

Federal Bureau of Investigation  
Bldg 27958A  
Quantico, VA 22135  
Attn: Site Lease Group

32. **HOLDING OVER.** If Licensee holds over after the expiration of the term of this Sublease or any extension thereof, Licensee, if the Master Lease has not expired, shall become a subtenant from month to month upon the terms of this Sublease/License as applicable. Acceptance by the City of rent after such expiration or early termination shall not result in a renewal of this Sublease/License, or waiver of any early termination, and shall not affect the City's right of reentry or any other rights the City may have. If Licensee fails to surrender possession of the premises upon expiration of this Sublease/License, despite demand to do so, as provided for by law, Licensee shall pay two (2) times the rent herein specified (prorated on a monthly basis), interest, attorney's fees and costs as specified in this Sublease/License.

33. **NO PRESUMPTION AGAINST DRAFTER.** Licensee and City agree that this Sublease/License has been freely negotiated by the parties, and in the event of any dispute

concerning the meaning or interpretation of the terms and conditions of this Sublease/License, there shall be no inference, presumption or conclusion drawn against the City for or on account that the City or its legal counsel have prepared this Sublease/License.

34. **CAPTIONS.** The captions of this Sublease/License are for convenience only and do not in any way limit or amplify the provisions of this Sublease/License.

35. **AUTHORITY.** Licensee covenants and represents that it has full authority and power to execute this Sublease/License, and that by execution of this Sublease/License it will not violate any provision of law or contract and that Licensee will be fully bound to full payment and performance under the terms of this Sublease/License.

36. **CUMULATIVE REMEDIES.** No provision of this Sublease/License shall preclude the City from pursuing any other remedies the City may have for or on account of Licensee's failure to perform its obligations.

37. **NONWAIVER.** The failure of the City to insist upon strict performance of the terms of this Sublease/License shall not be construed as a waiver by the City of strict performance. Waiver of a particular default shall not be deemed to be a waiver of any subsequent breach or default.

38. **SURRENDER OF PREMISES.** At the end of the term of this Sublease/License, besides performance of specific removal and remediation covenants provided for elsewhere in this Sublease/License, and subject to those covenants, Licensee shall peaceably deliver up to the City possession of the premises in the same condition as received, except for ordinary wear and tear.

39. **INTEGRATION; FULL AGREEMENT.** This Sublease/License is intended as a full and final expression of the agreement between the parties. All prior discussions, statements, representations, and warranties are integrated and merged into this agreement. There are no agreements between the parties, and there are no representations on which either party relies except as set forth in this Sublease/License.

DATED: 5-11-04

DATED: 5/20/04

CITY OF MARYSVILLE

LICENSEE: Department of Justice

By Dennis L Kendall  
DENNIS KENDALL, Mayor

By Margaret D. Denipaku  
Its Contracting Officer

ATTEST: Gerry Becker  
Gerry Becker, City Clerk

/wpf/mv/comm.lease DOJ

By \_\_\_\_\_  
GERRY BECKER, City Clerk

Approved as to form:

By Grant K. Weed  
GRANT K. WEED, City Attorney

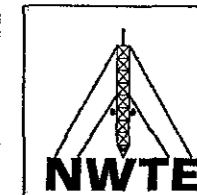
# USCG / DOJ

EXHIBIT  
A

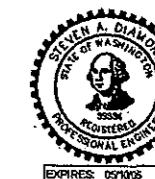
UNITED STATES COAST GUARD  
DEPARTMENT OF JUSTICE

MARYSVILLE TANKS  
8812 64TH ST NE  
SR-528 \ 64TH ST NE & HWY 9

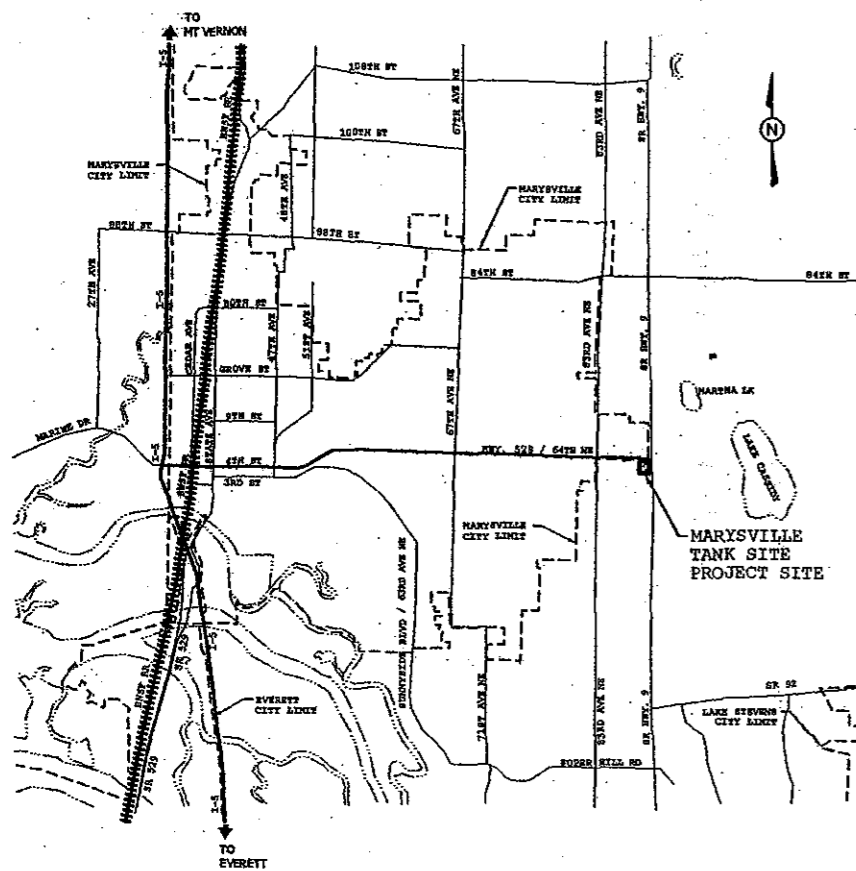
LATITUDE: N 48°03'8"  
LONGITUDE: W 122°06'42"



**NORTHWEST  
TOWER ENGINEERING**  
2210 HEWITT AVE, STE 209  
EVERETT, WA 98201-3767  
PHONE: 425.258.4248  
FAX: 425.258.4289



EXPIRES 09/06



VICINITY MAP

**NETWORK SYSTEM OWNER:**  
SERS  
1121 SE EVERETT MALL WAY SUITE 210  
EVERETT, WA 98208  
CONTACT: SPENCER BANNER  
PH: (425) 407-3949

**LANDLORD:**  
CITY OF MARYSVILLE  
4822 GROVE ST.  
MARYSVILLE, WA. 98270

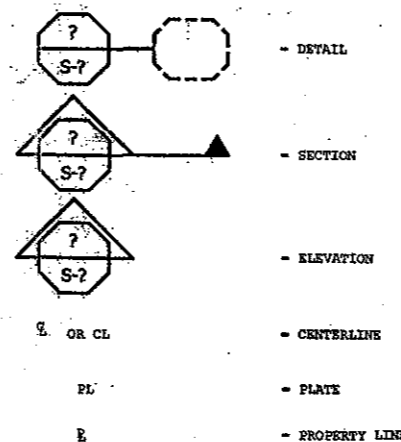
**PROJECT DESCRIPTION:**  
USCG AND DOJ ARE PROCEEDING TO CONSTRUCT, OPERATE AND MAINTAIN AN UNOCCUPIED RADIO COMMUNICATIONS FACILITY. THE FACILITY WILL CONSIST OF AN EQUIPMENT SHELTER AND 7 ANTENNAS ATTACHED TO AN EXISTING 280' LATTICE TOWER FOR RADIO COMMUNICATION. THE EQUIPMENT SHELTER WILL HOUSE RADIO, ELECTRICAL AND TELCO EQUIPMENT.

**JURISDICTION**  
SNOHOMISH COUNTY

**PROJECT INFORMATION**

- T-1 = TITLE SHEET
- G-1 = GENERAL NOTES
- C-1 = SURVEY
- C-2 = TARGET DRAINAGE PLAN
- S-0 = SNOHOMISH COUNTY REQUIREMENTS
- S-1 = OVERALL SITE PLAN
- S-2 = ENLARGED SITE PLAN
- S-3 = ELEVATIONS
- S-4 = ANTENNA INFORMATION
- S-5 = CONSTRUCTION DETAILS

SHEET INDEX



**LEGEND**

**TOWER ENGINEERS:**  
NORTHWEST TOWER ENGINEERING, PLLC.  
2210 HEWITT AVE., SUITE 209  
EVERETT, WA 98201-3767  
PH: (425) 258-4248

**ELECTRICAL ENGINEERS:**  
ESI CONSULTING ENGINEERS  
1900 W. EMERSON PL., SUITE 200  
SEATTLE, WA 98102-3513  
PH: (206) 323-4144

**RF ENGINEERS:**  
HATFIELD & DAWSON  
9500 GREENWOOD AVENUE NORTH  
SEATTLE, WA 98119  
PH: (206) 783-9151

**SURVEYORS:**  
BUSH, ROED & HITCHINGS  
2009 MINOR AVE EAST  
SEATTLE, WA. 98102  
PH: (206) 323-4144

**TARGET DRAINAGE:**  
M.L.A., INC.  
11800 N.E. 160TH STREET  
BOYD, WA 98011-4156  
PH: (425) 488-4800

**ACOUSTICAL ENGINEER:**  
THE GREENBUSCH GROUP  
1900 W NICKERSON ST. STE 201  
SEATTLE, WA 98119  
PH: (206) 378-0569

CONTRACTOR LIST

**SUBSTRUCTURES:**  
BURIED UTILITIES ARE SHOWN AS INDICATED ON RECORDS MAPS FURNISHED BY OTHERS AND VERIFIED WHERE POSSIBLE BY FEATURES LOCATED IN THE FIELD. ASSUME NO LIABILITY FOR THE ACCURACY OF THESE RECORDS. FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY.

**DESCRIPTION**  
TAX PARCEL #: 30052500302400

**LEGAL DESCRIPTION**  
EAST 400 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. LYING WEST OF THE SECONDARY STATE HIGHWAY T-1, EXCEPT THAT PORTION OF THE AFORE DESCRIBED PARCEL LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS H.E.S.), 198+50 AND 110 FEET SOUTHERLY WHEN MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SR 528, JUNCTION SR 5 IN MARYSVILLE TO JCT SR 9; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 207+00; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 450+50 ON THE CENTERLINE OF SR 9, LAKE STEVENS TO ARLINGTON, AND 75 FEET WESTERLY THEREFROM AND THE END OF THIS LINE DESCRIPTION, SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, AND RESTRICTIONS FOUND UNDER AUDITOR'S FILE NUMBERS 1189397, 2330311 AND 8112010095, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

**LEGAL DESCRIPTION**

NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		

**PERMIT SUBMITTAL**

REVISION

**EXISTING 280-FT  
SELF-SUPPORTING  
TOWER**

**TOWER DESCRIPTION**

**MARYSVILLE TANKS  
8812 64TH ST NW  
MARYSVILLE, WA**

**SITE LOCATION**

**TITLE  
SHEET**

SHEET TITLE

**T-1**

SHEET NO.

PROJECT NO. 030066.02

DRAWN BY K.P.W.

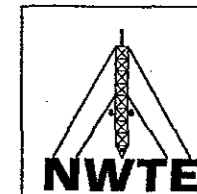
CHECKED BY S.A.D.

DATE 09-22-03

SCALE VARIES

NOT USED

# GENERAL NOTES



**NORTHWEST  
TOWER ENGINEERING**  
2210 HEWITT AVE, STE 209  
EVERETT, WA 98201-3767  
PHONE: 425.258.4248  
FAX: 425.258.4289



1. ALL METHODS, MATERIALS, AND WORKMANSHIP SHALL FOLLOW THE DICTATES OF GOOD CONSTRUCTION PRACTICE.

2. ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS.

3. ALL DIMENSIONS, MATERIALS, AND DETAILS OF THE EXISTING STRUCTURES ARE INCLUDED FOR INFORMATION ONLY. CONTRACTOR SHALL FIELD VERIFY ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION OR FABRICATION AND NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY VARIANCE OR DISCREPANCIES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL FOLLOW SIMILAR DETAILS FOR THIS JOB.

4. DIMENSIONS GIVEN FOR NEW CONSTRUCTION MUST ALSO BE VERIFIED BY THE CONTRACTOR PRIOR TO FABRICATION AND ERECTION TO AVOID POTENTIAL CONFLICTS WITH EXISTING WORK.

5. ANY SUBSTITUTIONS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.

6. ANY MANUFACTURED STRUCTURES MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. PLANS FOR SUCH STRUCTURES SHALL BE STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON, AND SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO FABRICATION.

7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND SAFETY REGULATIONS.

8. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY TO PROVIDE COMPLETE AND STABLE STRUCTURES AS SHOWN ON THESE DRAWINGS.

1. ALL CONCRETE FOR FOUNDATIONS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AFTER 28 DAYS.

2. THE CONCRETE MIX SHALL NOT CONTAIN LESS THAN 5 1/2" SACKS OF CEMENT (ASTM C 150 TYPE II) PER CUBIC YARD.

3. THE CONCRETE SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 3/4".

4. THE CONCRETE MIX SHALL PRODUCE A MAXIMUM SLUMP OF 5" ±1".

5. THE CONCRETE MIX SHALL HAVE A TOTAL AIR CONTENT OF 5%, WITH A TOLERANCE OF PLUS OR MINUS 1.5%. AIR-ENTRAINING ADMIXTURES SHALL CONFORM TO ASTM C 260.

6. THE CONCRETE MIX SHALL HAVE A MAXIMUM WATER-CEMENT RATIO OF 0.45. WATER REDUCING OR ACCELERATING ADMIXTURES SHALL CONFORM TO ASTM C 494.

7. THE CONCRETE SHALL NOT CONTAIN CALCIUM CHLORIDE OR ANY OTHER ADMIXTURE CONTAINING CHLORIDE OTHER THAN NATURAL IMPURITIES.

8. FORMWORK SHALL CONFORM TO ACI 318-99 SPECIFICATIONS.

9. ALL CONCRETE SHALL BE PLACED IN A MONOLITHIC POUR UNLESS SHOWN OTHERWISE ON THE DRAWINGS.

10. PROVIDE CHAMFERS AT ALL EXPOSED CORNERS OF CONCRETE.

11. CONCRETE WORK UNDER EXTREME WEATHER CONDITIONS SHALL CONFORM TO ACI 318-99 SPECIFICATIONS.

1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM PERIODIC INSPECTION AND TESTING IN ACCORDANCE WITH UBC SECTION 1701 FOR THE FOLLOWING CONSTRUCTION WORK:

A. STRUCTURAL CAST-IN-PLACE CONCRETE AND STEEL REINFORCING.

B. STRUCTURAL HIGH STRENGTH BOLTED CONNECTIONS.

C. FIELD AND FULL PENETRATION STRUCTURAL WELDING.

D. STRUCTURAL MASONRY

E. SPECIAL GRADING, EXCAVATION, AND STRUCTURAL FILL.

F. PILING, DRILLED PIERS, AND CAISSONS.

G. STEEL REINFORCING IN CONCRETE.

H. MISCELLANEOUS SPECIAL CASES, INVOLVING CONSTRUCTION UNDER HAZARDOUS OR UNUSUAL CONDITIONS.

2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH UBC SECTION 1701.3.

**GENERAL**

**CONCRETE**

**SPECIAL INSPECTION**

1. ANSI/TIA/EIA: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, 222-F EDITION.

2. UBC: UNIFORM BUILDING CODE, 1997 EDITION.

3. ASTM: STANDARDS FOR BUILDING CODES, LATEST EDITION.

4. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, 318-99.

5. ACI 315: AMERICAN CONCRETE INSTITUTE, DETAILS AND DETAILING OF CONCRETE REINFORCEMENT, LATEST EDITION.

6. CRSI: CONCRETE STEEL REINFORCING INSTITUTE, MANUAL OF STANDARD PRACTICE, LATEST EDITION.

7. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, 9TH EDITION.

8. AWS: AMERICAN WELDING SOCIETY, STRUCTURAL WELDING CODE, LATEST EDITION.

1. ALL REINFORCING STEEL TO BE GRADE 60 DEFORMED BILLET STEEL PER ASTM A615.

2. ANCHOR RODS TO BE ASTM F155, GRADE 55 WITH A PLATE, WASHER, AND NUT UNLESS NOTED OTHERWISE ON THE DRAWINGS.

3. REINFORCEMENT SHALL BE FABRICATED AND PLACED IN ACCORDANCE WITH THE ACI 315 AND CRSI. SUPPORT REINFORCING AS REQUIRED BY CRSI TO PREVENT DISPLACEMENT UPON CONCRETE POURING.

4. MAINTAIN ALL CLEARANCES NOTED ON THE DRAWINGS. WHERE NO DIMENSIONS ARE NOTED, USE THE ACI RECOMMENDED CLEARANCES.

5. MINIMUM COVER FOR REINFORCING BARS SHALL BE 3", FOR CONCRETE POURED AGAINST SOIL.

6. TIE BARS SECURELY WITH #16 ANNEALED WIRE AND SUPPORT AS REQUIRED.

7. ALL WELDED WIRE FABRIC TO BE PER ASTM A185. ALL BARS AND WIRE SHALL BE FREE OF RUST, MILL SCALE, DIRT, OR OTHER FOREIGN MATERIAL PRIOR TO CASTING CONCRETE.

8. PROVIDE MINIMUM LAP SPLICES OF 36 BAR DIAMETERS UNLESS NOTED OTHERWISE.

9. FIELD BENDING OR WELDING OF REINFORCEMENT BARS IS NOT PERMITTED.

1. CONCRETE MASONRY UNITS SHALL BE ASTM C90 NORMAL WEIGHT, GRADE N-1.

2. MASONRY UNITS SHALL BE PLACED IN STRAIGHT UNIFORM COURSES OF REGULAR RUNNING BOND.

3. MORTAR SHALL BE ASTM C270 TYPE S.

4. GROUT SHALL BE ASTM C476, F'C = 2000 PSI AT 28 DAYS. GROUT SHALL BE READY-MIX TYPE.

5. THE ALLOWABLE GROUT SLUMP SHALL BE 10" PLUS OR MINUS 1".

6. A MINIMUM OF 24 HOURS SHALL HAVE ELAPSED BETWEEN COMPLETION OF THE LAYOUT OF A WALL SECTION AND GROUTING.

7. REINFORCING STEEL SHALL BE GRADE 60 DEFORMED BILLET STEEL PER ASTM A615.

8. VERTICAL REINFORCING STEEL SHALL BE DROPPED INTO PLACE AFTER COMPLETION OF THE WALL SECTION AND PRIOR TO GROUTING AND HORIZONTAL REINFORCING STEEL SHALL BE PLACED AS THE WALL IS LAID UP.

**APPLICABLE CODES AND STANDARDS**

**STEEL REINFORCEMENT**

**MASONRY**

1. BASIC WIND SPEED AS SPECIFIED BY CLIENT: 100 MPH EIA.

2. BASIC WIND SPEED IN COMBINATION WITH 1/4" RADIAL ICR: 69 MPH.

3. SEISMIC LOADING IS DETERMINED PER CHAPTER 16 OF THE UBC, SEISMIC ZONE 3, SOIL TYPE - SC (ASSUMED)

4. STRUCTURES SHALL BE BUILT ACCORDING TO THE OCCUPANCY CATEGORY OF ESSENTIAL FACILITIES PER THE 1997 UNIFORM BUILDING CODE. FOR ESSENTIAL FACILITIES, USE THE FOLLOWING IMPORTANCE FACTORS:  
I = 1.25, Ip = 1.50 & Iw = 1.15.

5. ALLOWABLE VALUES FOR FOUNDATION DESIGN ARE PER PSI GEOTECHNICAL EVALUATION REPORT NUMBER 704-25098-1, DATED AUGUST 7, 2002.

6. IF GEOTECHNICAL REPORT IS NOT AVAILABLE, ALLOWABLE VALUES FOR FOUNDATION DESIGN, FOR NEW CONSTRUCTION, SHALL BE PER ABC TABLE 18-I-A:

A. ALLOWABLE NET VERTICAL BEARING PRESSURE: 1500 PSF.

B. ALLOWABLE NET HORIZONTAL PRESSURE OF SOIL: 150 PCF.

7. ANTENNA, FEEDLINES AND SUPPORT STRUCTURES: WEIGHTS AND EXPOSED AREAS PROVIDED BY CLIENT AND BY MANUFACTURER.

1. ALL DETAILS, FABRICATION, AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATIONS, 9TH EDITION.

2. ALL WIDE FLANGE SHAPES, ANGLES, CHANNELS, AND PLATES TO BE ASTM A36, Fy = 36 KSI, OR A572, Fy = 50 KSI.

3. ALL SOLID RODS TO BE ASTM A572, Fy = 50 KSI.

4. SQUARE STEEL TUBING TO BE ASTM A500-B, Fy=46 KSI  
ROUND STEEL TUBING TO BE ASTM A53-B, Fy=36 KSI

5. ALL STRUCTURAL STEEL CONNECTION BOLTS SHALL CONFORM TO ASTM A325. CONNECTION BOLTS SHALL BE FULLY TIGHTENED CONFORMING TO AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS." ALL BOLTS TO BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123, A153, AND B695. NO BOLT SHALL BE REUSED.

6. ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.

7. THE CONTRACTOR SHALL SUBMIT DETAILED, ENGINEERED, AND CHECKED SHOP DRAWINGS FOR ALL STRUCTURAL STEEL TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO THE START OF FABRICATION.

8. CALCULATIONS AND DRAWING TO BE STAMPED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON.

9. THE STEEL FABRICATOR SHALL BE APPROVED BY THE BUILDING OFFICIAL TO PERFORM WORK IN THE SHOP WITHOUT SPECIAL INSPECTION.

1. PAINT TO BE ROHN INDUSTRIES PAINT P4THP05 AND P4THP09 FOR ORANGE AND WHITE COLORS RESPECTIVELY. APPLY PAINT IN FULL COMPLIANCE WITH MANUFACTURER'S RECOMMENDATIONS.

**PAINT**

1. TOWER LIGHTING TO BE RED NIGHT LIGHT ACCORDING TO FAA REGULATIONS.

**LIGHTING**

1. CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES IN THE AREA WHERE EXCAVATION WORK IS TO BE PERFORMED.

2. ALL FOUNDATIONS SHALL BEAR ON FIRM UNDISTURBED SOIL.

3. ALL FOOTING EXCAVATIONS SHALL BE MANUALLY CLEANED PRIOR TO PLACING CONCRETE. COMPACT THE EXPOSED SOIL SURFACE AND ANY GRANULAR FILL UNDER THE FOUNDATION TO 90% OF THE MODIFIED PROCTOR DENSITY.

4. FOOTINGS MAY BE POURED IN NEAR EXCAVATIONS PROVIDED THE SIZE IS INCREASED 3 INCHES AT EACH INTERFACE WITH THE SOIL.

5. CONTRACTOR SHALL PROVIDE DESIGN AND INSTALLATION OF ALL CRIBBING, SHEATHING, AND SHORING REQUIRED TO SAFELY RETAIN THE EARTH BANKS.

6. BACKFILL NEAR AND AROUND THE FOUNDATIONS SHALL BE A WELL GRADED FILL MATERIAL PLACED IN 12" THICK LAYERS THAT HAS BEEN COMPACTED TO 90% OF THE MODIFIED PROCTOR DENSITY.

1. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE.

2. ALL ELECTRODES TO BE E70XX LOW HYDROGEN.

3. MINIMUM WELD SIZE TO BE 0.1875 INCH FILLET WELDS UNLESS NOTED OTHERWISE ON THE DRAWINGS.

**STRUCTURAL STEEL**

**LIGHTNING PROTECTION GROUNDING**

1. THE DESIGN MUST INCLUDE GROUNDING SYSTEMS COMPLIANT TO MOTOROLA R56 MANUAL DATED 03-01-00 OR NEWER.

WHERE APPLICABLE THE GENERAL CONTRACTOR IS RESPONSIBLE FOR WAVE GUIDE SUPPORT, HANGERS, ANTENNA MOUNTS, CONDUIT, JUNCTION BOXES, COAXIAL CABLE, COAXIAL CONNECTORS, HOISTING GRIPS WEATHERPROOFING, TOWER LIGHT CONTROLLER, GROUND KITS, BUS BARS, GROUND WIRE, ETC. TO BE APPROVED BY ENGINEER. (WHERE APPLICABLE THE GENERAL CONTRACTOR IS RESPONSIBLE FOR LIFT, TRANSPORT AND PLACEMENT OF PRE-FAB BUILDINGS ON FOUNDATIONS.)

**FOUNDATIONS**

**WELDING**

**GENERAL CONTRACTOR USER RESPONSIBILITY**

NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.

**PERMIT SUBMITTAL**  
REVISION

**EXISTING 280-FT  
SELF-SUPPORTING  
TOWER**  
TOWER DESCRIPTION

**MARYSVILLE TANKS  
8812 64TH ST NW  
MARYSVILLE, WA**  
SITE LOCATION

**GENERAL  
NOTES**  
SHEET TITLE

**G-1**  
SHEET NO.

PROJECT NO. 030066.02

DRAWN BY K.P.W.

CHECKED BY S.A.D.

DATE 09-22-03

SCALE VARIES

PARCEL #: 30052500302400  
 ZONING: RURAL URBAN  
 TRANSITION AREA

**TAX PARCEL NUMBER & ZONING**

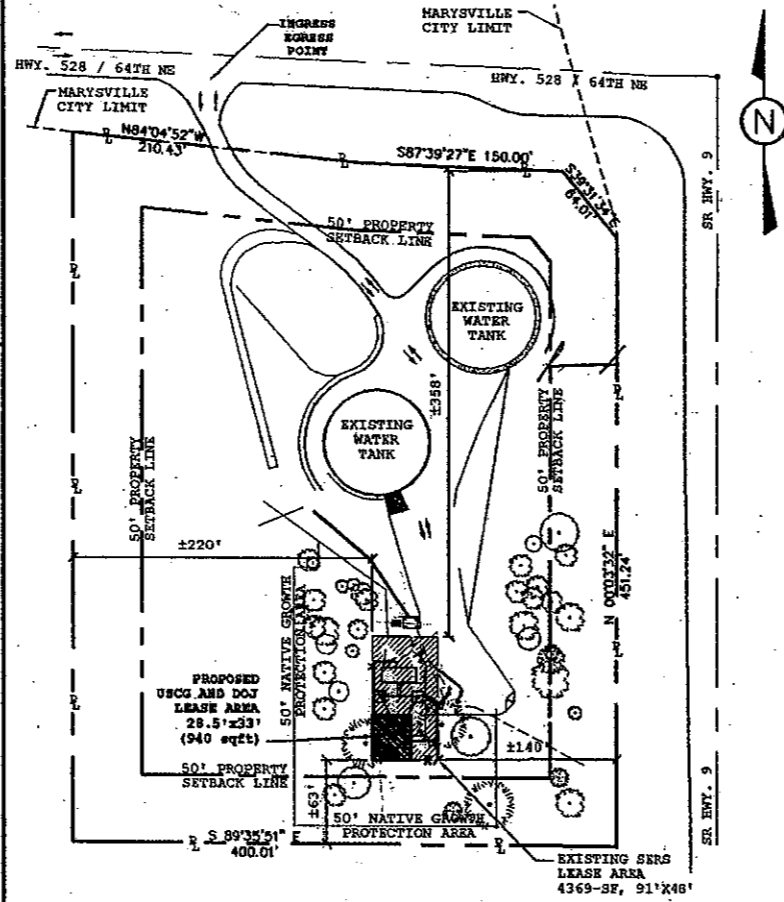
**SUBSTRUCTURES:**  
 BURIED UTILITIES ARE SHOWN AS INDICATED ON RECORDS MAPS FURNISHED BY OTHERS AND VERIFIED WHERE POSSIBLE BY FEATURES LOCATED IN THE FIELD. WE ASSUME NO LIABILITY FOR THE ACCURACY OF THOSE RECORDS. FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY.

**DESCRIPTION**

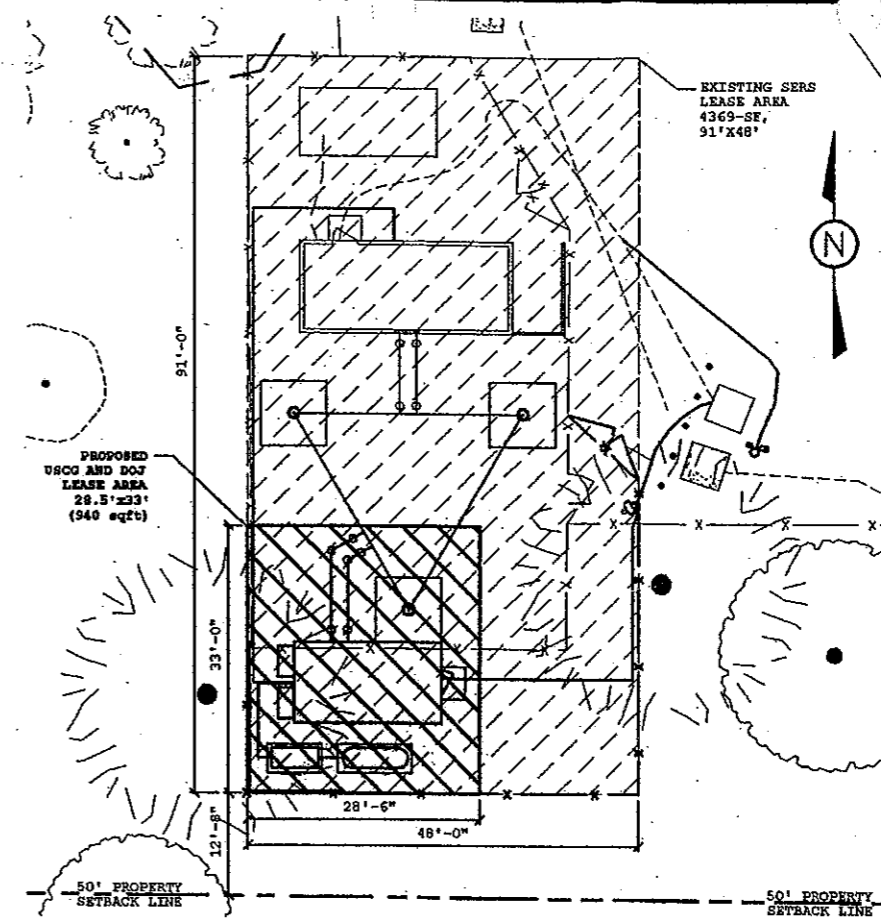
TAX PARCEL #: 30052500302400

EAST 400 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. LYING WEST OF THE SECONDARY STATE HIGHWAY I-5, EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PARCEL LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS H.E.S.), 198+50 AND 110 FEET SOUTHERLY WHEN MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SR 528, JUNCTION SR 5 IN MARYSVILLE TO JCT SR 9; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 207+00; THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 450+50 ON THE CENTERLINE OF SR 9, LAKE STEVENS TO ARLINGTON, AND 75 FEET WESTERLY THEREFROM AND THE END OF THIS LINE DESCRIPTION, SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, AND RESTRICTIONS FOUND UNDER AUDITOR'S FILE NUMBERS 1189397, 2330311 AND 8112010095, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

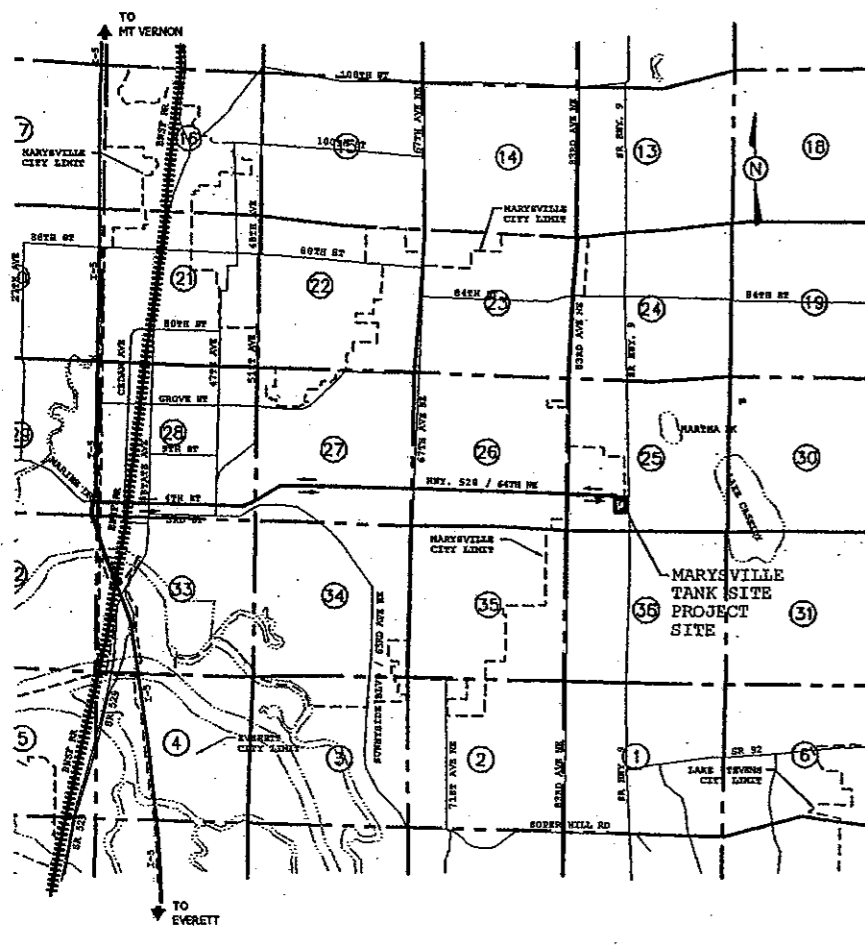
**LEGAL DESCRIPTION**



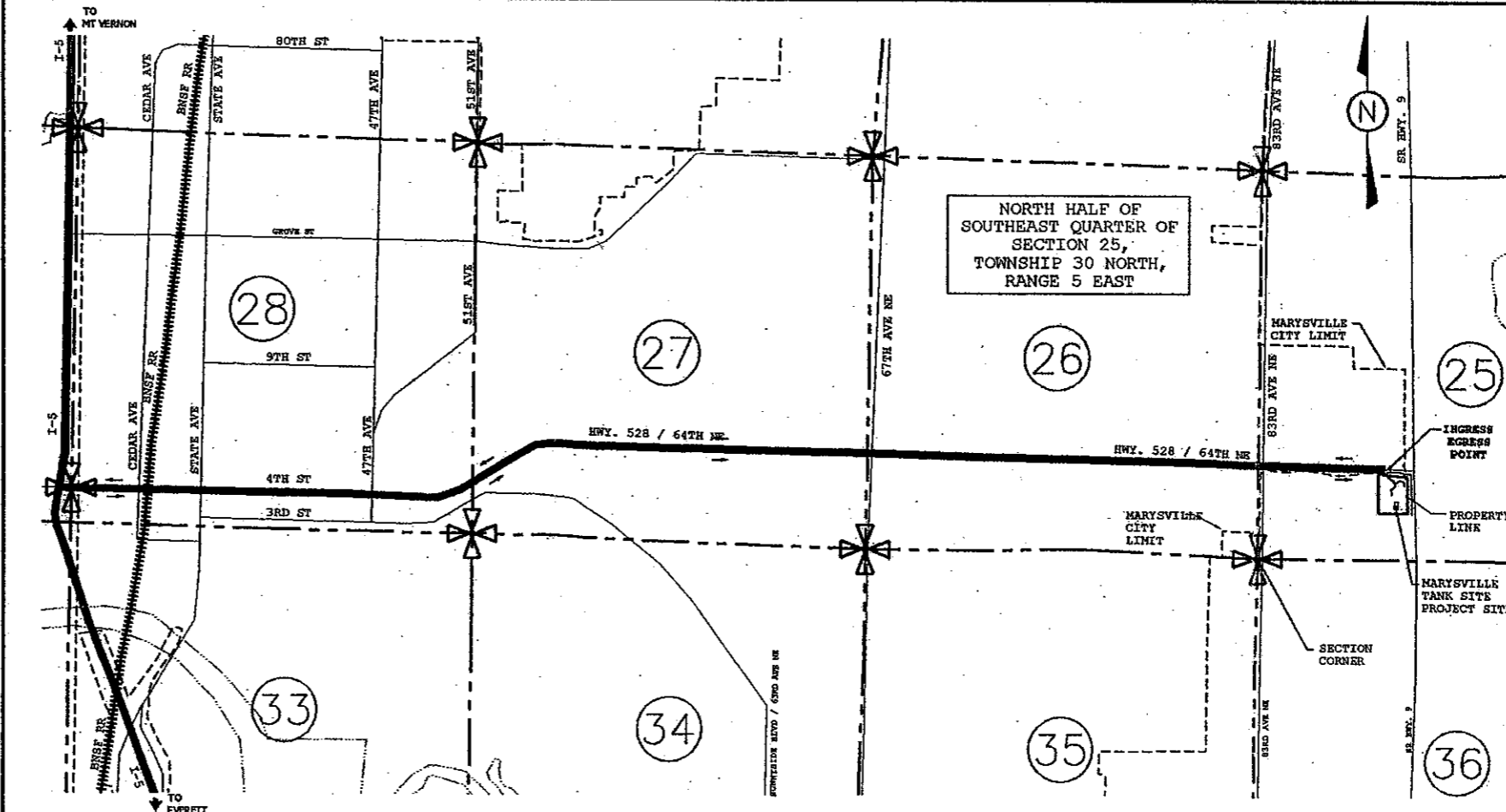
**INGRESS / EGRESS MAP**  
 SCALE: 1/4"=1'-0"



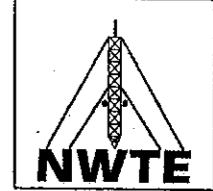
**OVERALL SITE PLAN**  
 SCALE: 1/2"=1'-0"



**VICINITY MAP**  
 SCALE: 1"=3,000'



Item 8 - 22  
**SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST**  
 SCALE: 1"=1,000'-0"



**NORTHWEST TOWER ENGINEERING**  
 2210 HEWITT AVE, STE 209  
 EVERETT, WA 98201-3767  
 PHONE: 425.258.4248  
 FAX: 425.258.4289



NO.	DATE	ISSUE
▲	09-22-03	BUILDING PERMIT SHR.
▲		
▲		
▲		

**PERMIT SUBMITTAL**  
 REVISION

**EXISTING 280-FT SELF-SUPPORTING TOWER**  
 TOWER DESCRIPTION

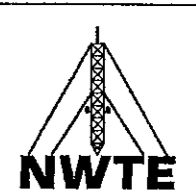
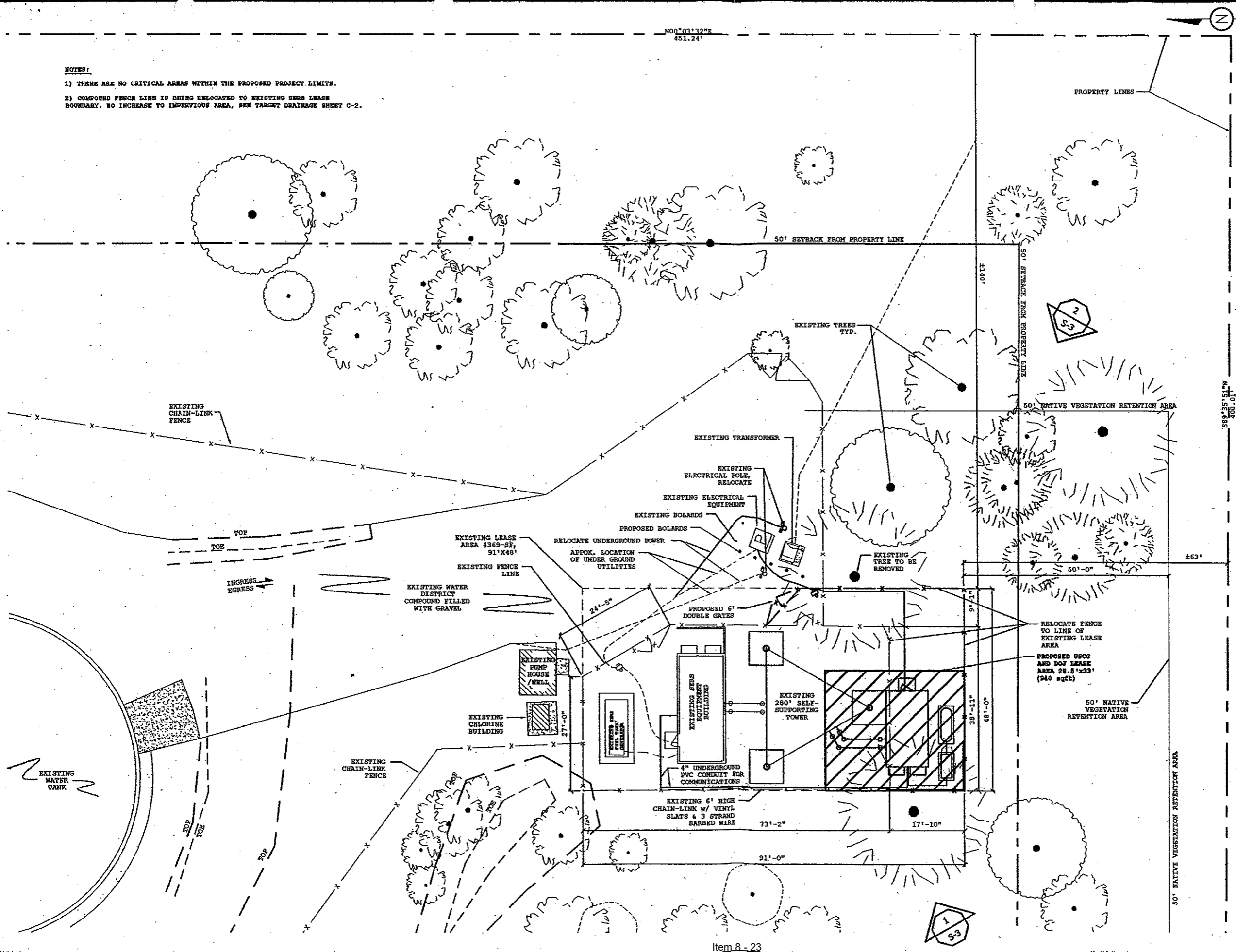
**MARYSVILLE TANKS**  
 8812 64TH ST NW  
 MARYSVILLE, WA  
 SITE LOCATION

**SNOHOMISH COUNTY REQUIREMENTS**  
 SHEET TITLE

**S-0**  
 SHEET NO.

PROJECT NO. 030066.02  
 DRAWN BY K.P.W.  
 CHECKED BY S.A.D.  
 DATE 09-22-03  
 SCALE VARIES

- NOTES:**
- 1) THERE ARE NO CRITICAL AREAS WITHIN THE PROPOSED PROJECT LIMITS.
  - 2) COMPOUND FENCE LINE IS BEING RELOCATED TO EXISTING SEAS LEASE BOUNDARY. NO INCREASE TO IMPERVIOUS AREA, SEE TARGET DRAINAGE SHEET C-2.



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NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		

**PERMIT SUBMITTAL**  
REVISION

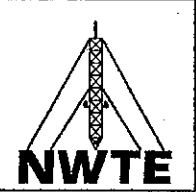
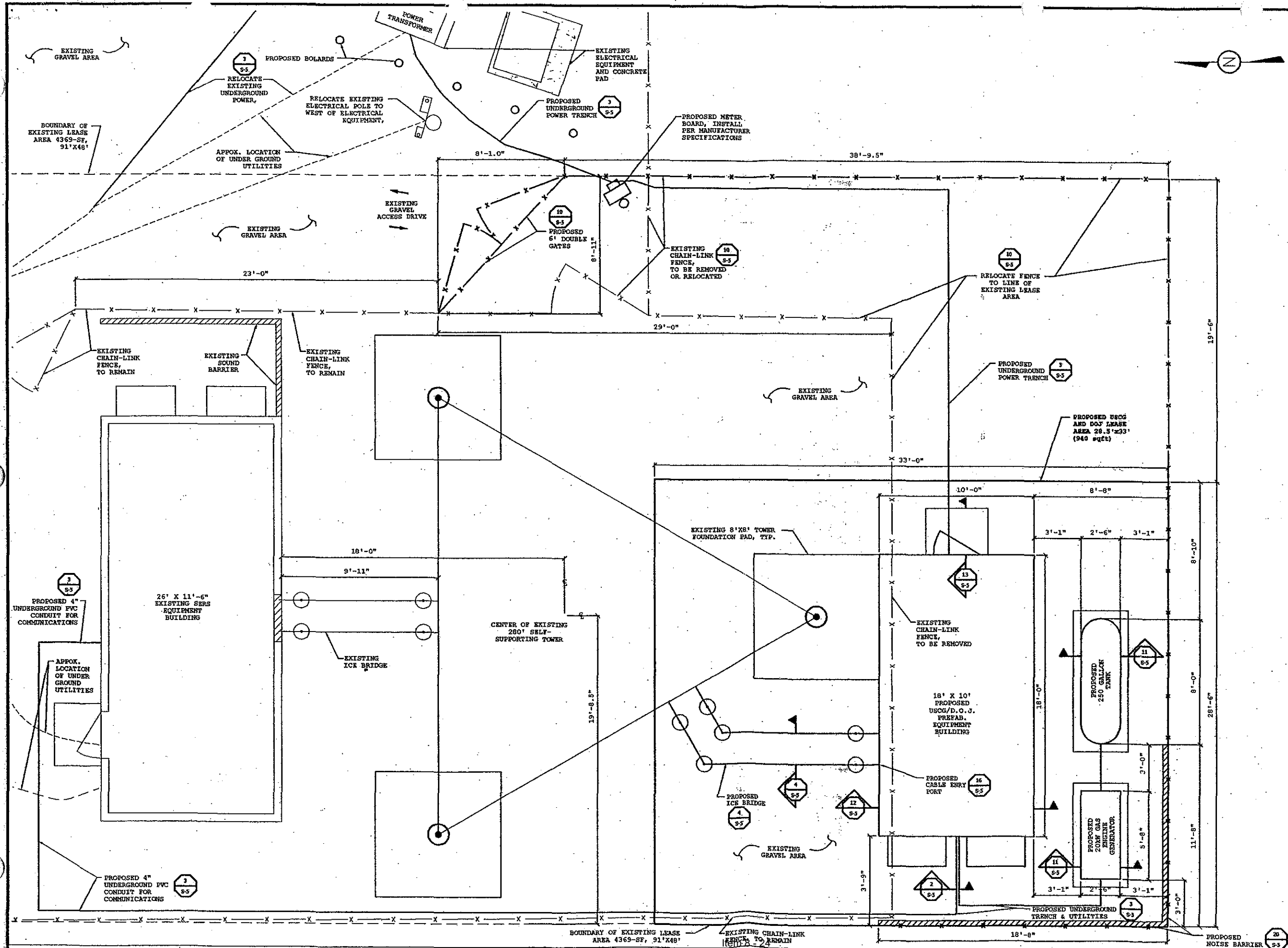
**EXISTING 280-FT  
SELF-SUPPORTING  
TOWER**  
TOWER DESCRIPTION

**MARYSVILLE PARKS  
8812 64TH ST NW  
MARYSVILLE, WA**  
SITE LOCATION

**OVERALL  
SITE PLAN**  
SHEET TITLE

<b>S-1</b>
SHEET NO.
PROJECT NO. 030066.02
DRAWN BY K.P.W.
CHECKED BY S.A.D.
DATE 09-22-03
SCALE 1"=10'-0"

Item 8 - 23  
**ENLARGED SITE PLAN**  
SCALE: 1"=10'-0"



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NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		

**PERMIT SUBMITTAL**  
 REVISION

**EXISTING 280-FT SELF-SUPPORTING TOWER**  
 TOWER DESCRIPTION

**MARYSVILLE TANKS**  
 8812 64TH ST NW  
 MARYSVILLE, WA  
 SITE LOCATION

**ENLARGED SITE PLAN**  
 SHEET TITLE

**S-2**  
 SHEET NO.

PROJECT NO. 030066.02

DRAWN BY K.P.W.

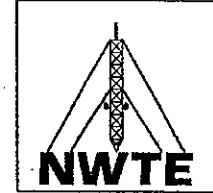
CHECKED BY S.A.D.

DATE 09-22-03

SCALE 3/8"=1'-0"

**ENLARGED SITE PLAN**  
 SCALE: 3/8"=1'-0"





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NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.

**PERMIT SUBMITTAL**  
REVISION

**EXISTING 280-FT  
SELF-SUPPORTING  
TOWER**  
TOWER DESCRIPTION

**MARYSVILLE TANKS**  
8012 64TH ST NW  
MARYSVILLE, WA  
SITE LOCATION

**ELEVATIONS**  
SHEET TITLE

**S-3**  
SHEET NO.

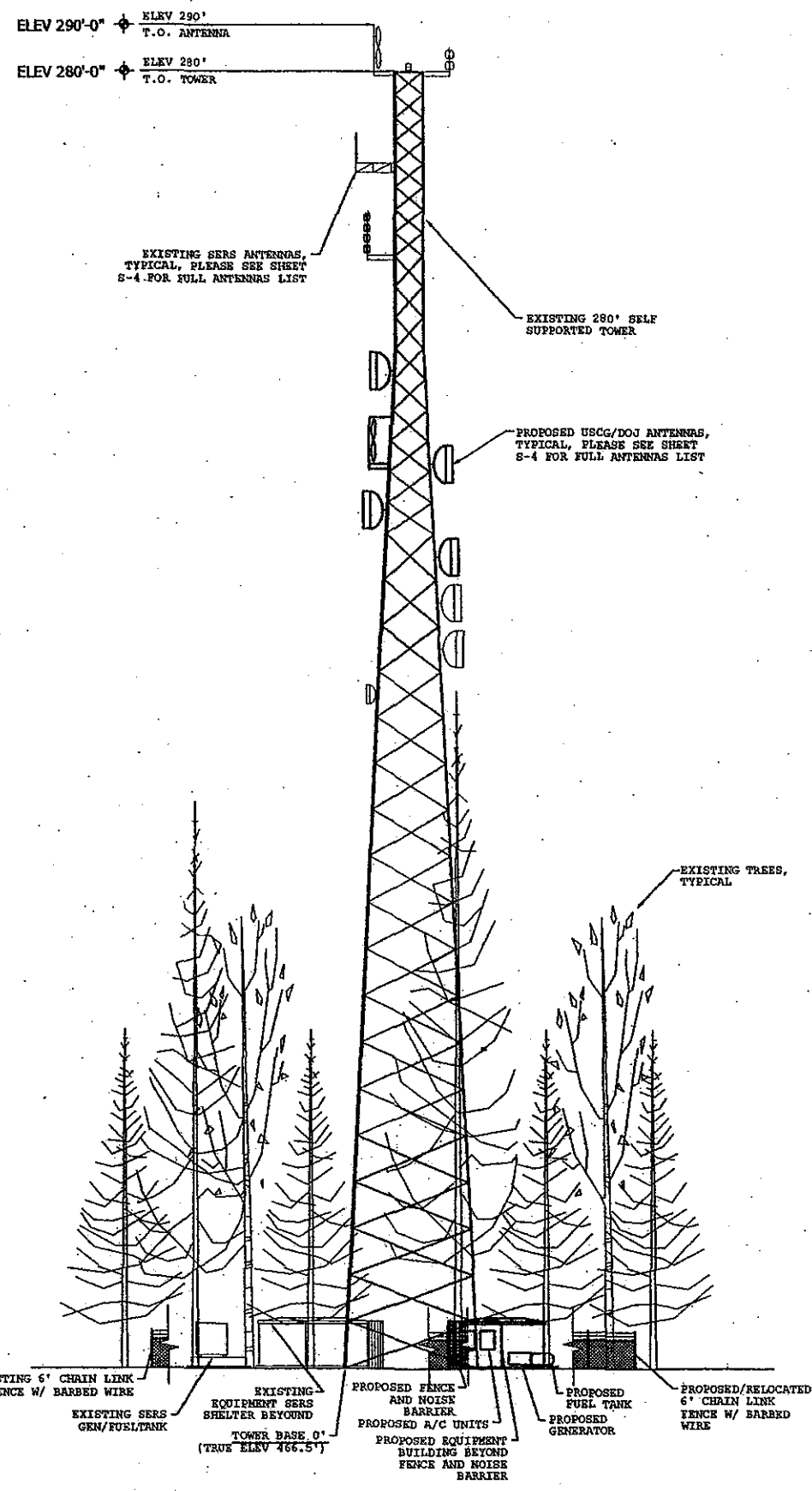
PROJECT NO. 030066.02

DRAWN BY K.P.W.

CHECKED BY S.A.D.

DATE 09-22-03

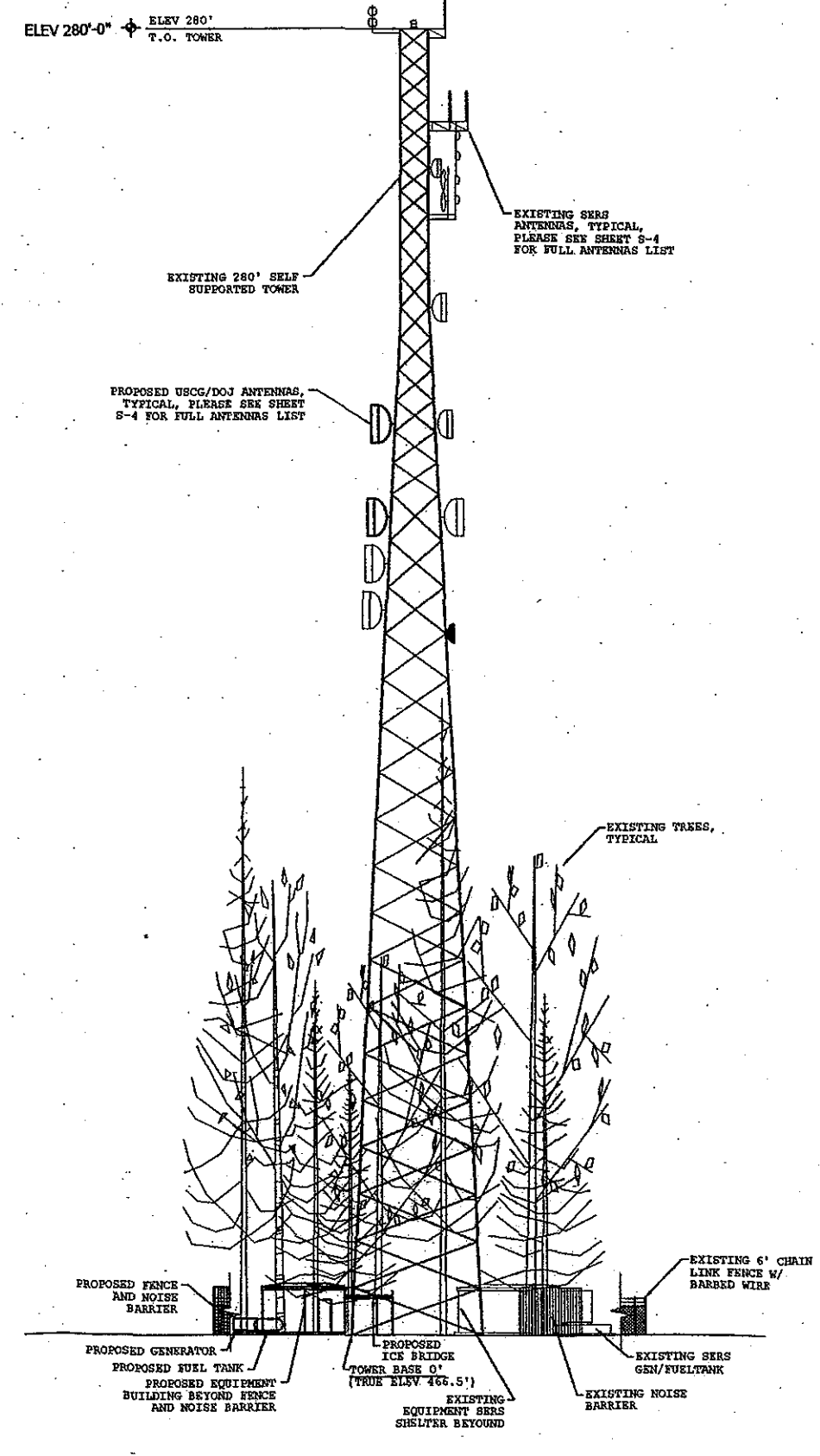
SCALE VARIES



\* TOWER BASE DATUM ELEVATION IS +0'-0" AT BASE OF TOWER.  
TRUE ELEVATION AT BASE OF TOWER IS 466.5'.

**SOUTHWEST TOWER ELEVATION**  
SCALE: 1/8"=1'-0"

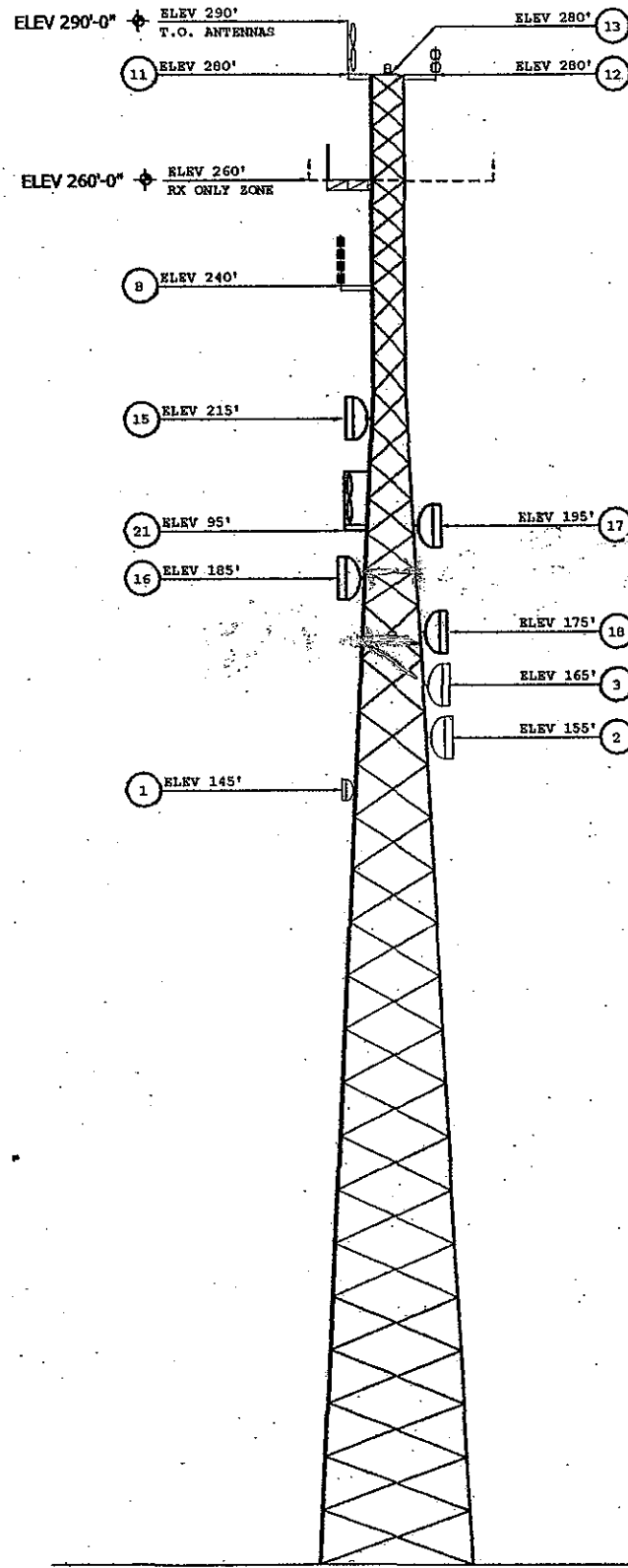
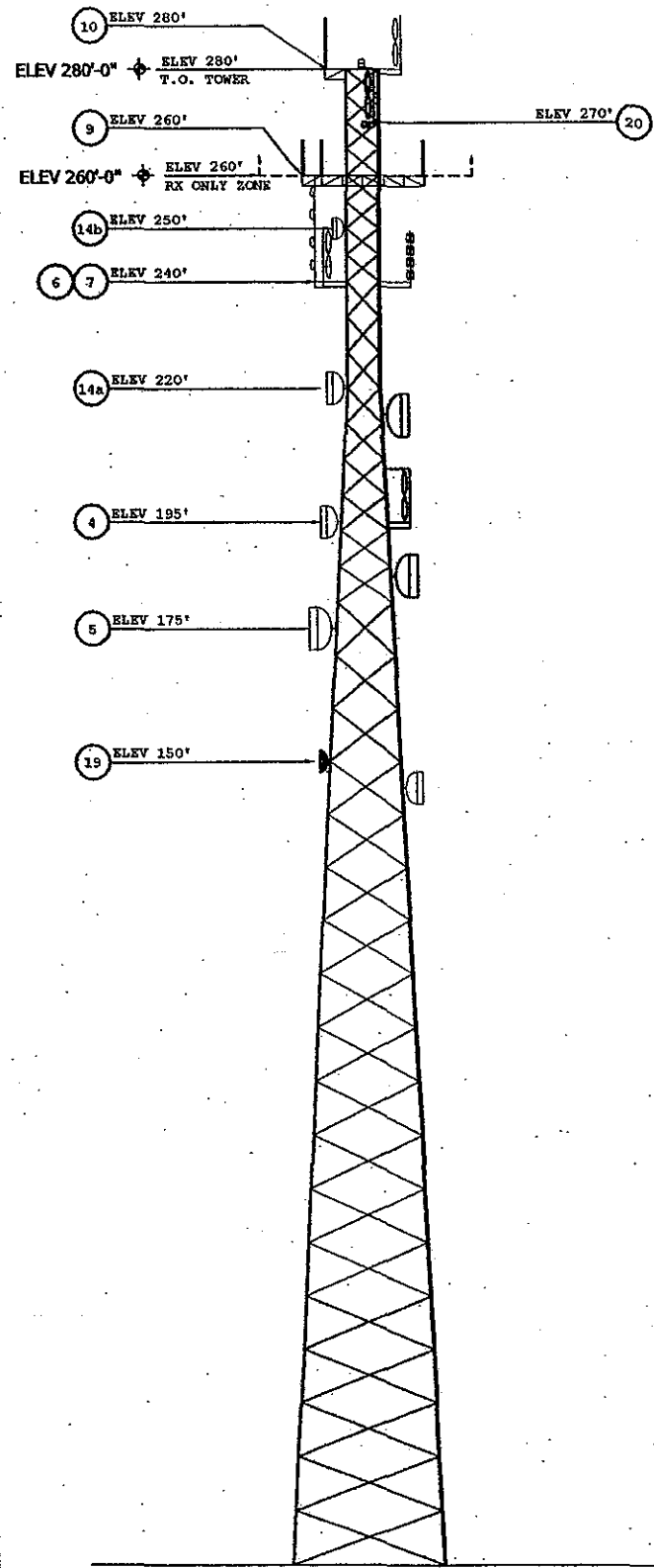
1  
S-3



Item 8 - 25

**SOUTHEAST TOWER ELEVATION**  
SCALE: 1/8"=1'-0"

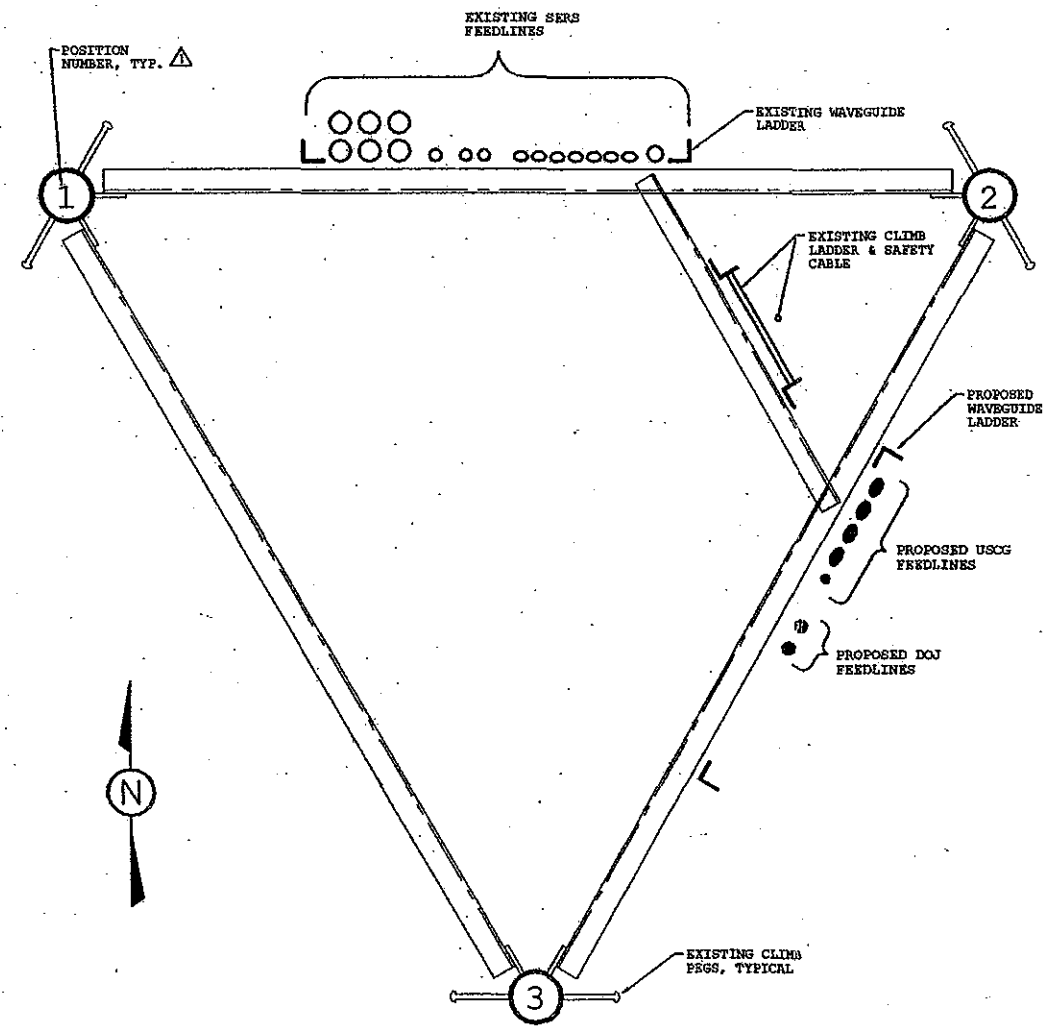
2  
S-3



MARK	EXISTING ANTENNAS	ELEV	MOUNTING LOCATION	POSITION NUMBER	FEED LINE	ANTENNAS & FEED LINES SUPPLIED BY	ANTENNAS & FEED LINES INSTALLED BY	ANTENNA MOUNTS SUPPLIED BY	ANTENNA MOUNTS INSTALLED BY
1	4' Ø M/W TO MARYSVILLE DISPATCH (SERS)	*145'	NW LEG	1	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
2	8' Ø M/W TO RUCKER HILL (SERS)	*155'	S LEG	3	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
3	8' Ø M/W TO SNOPEC (SERS) EVERETT	*165'	S LEG	3	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
4	6' Ø M/W TO GRANITE FALLS - PHASE II (SERS)	*195'	NE LEG	2	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
5	8' Ø M/W TO THREE LAKES - PHASE II (SERS)	*175'	NE LEG	2	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
6	21' DB224 - VHF TX CITY OF MARYSVILLE (SERS)	240'	NE LEG	2	W"Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
7	10' DIPOLE SRL-210-C2 - VHF PAGING (SERS)	240'	NE LEG	2	W"Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
8	UHF TRANSMIT (SERS)	240'	NW LEG	1	W"Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
9	(3) 6.5' MAST OGTS/REL2 - 800 MHZ TRANSMIT (SERS)	260'	N FACE	1-2	1 1/2"Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
10	9.5' MAST TX/RX 101-90-08 - 600 MHZ RECEIVE (SERS)	280'	NE LEG	2	1 1/2"Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
11	10' DIPOLE SRL-210-C2 - VHF RECEIVE (SERS)	280'	NW LEG	1	W"Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
12	5' DIPOLE DB404 - UHF RECEIVE (SERS)	280'	S LEG	3	W"Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
13	DUAL LIGHTING SYSTEM	280'	TOP	CENTER	CONDUIT	INSTALLED	INSTALLED	INSTALLED	INSTALLED
14a	FUTURE 6' Ø M/W - TO GRANITE FALLS (SERS)	*220'	NE LEG	2	EW80	FUTURE	FUTURE	FUTURE	FUTURE
14b	FUTURE 960 MHZ 4' Ø M/W - TO GREEN MOUNTAIN (USFS)	*250'	NE LEG	2	EW80	FUTURE	FUTURE	FUTURE	FUTURE

MARK	PROPOSED ANTENNAS	ELEV	MOUNTING LOCATION	POSITION NUMBER	FEED LINE	ANTENNAS & FEED LINES SUPPLIED BY	ANTENNAS & FEED LINES INSTALLED BY	ANTENNA MOUNTS SUPPLIED BY	ANTENNA MOUNTS INSTALLED BY
15	8' Ø HP M/W (USCG)	*215'	NW LEG	1	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
16	8' Ø HP M/W (USCG)	*185'	NW LEG	1	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
17	8' Ø HP M/W (USCG)	*195'	S LEG	3	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
18	8' Ø HP M/W (USCG)	*175'	S LEG	3	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
19	4' Ø GRID M/W (USCG)	*150'	NE LEG	2	W"Ø	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
20	10' 2-BAY DIPOLE SINCLAIR SD210-3C*2 (DOJ) RX	270'	N FACE	1-2	W"Ø	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
21	10' 2-BAY DIPOLE SINCLAIR SD210-3C*2 (DOJ) TX	195'	NW LEG	1	W"Ø	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR

NOTES:  
 \* RAD. CENTER ELEVATION. ALL OTHERS ARE BASE ELEVATIONS.  
 -260-FT ELEVATION AND ABOVE IS RX ONLY ZONE.  
 -'CONTRACTOR' DENOTES RESPONSIBILITY OF THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS.  
 -ALL FEEDLINES TO BE INSTALLED WITH TYPE "N" FEMALE CONNECTORS.  
 -ALL SD210-3C\*2 ANTENNAS TO HAVE TOP SWAY ARM BRACES.  
 -ALL FEEDLINES TO BE FITTED WITH OWNER SUPPLIED LIGHTNING ARRESTORS.  
 -FEEDLINES MAY BE STACKED/BUNDLED TO REDUCE WIND LOAD.  
 -CONTRACTOR TO SUPPLY MOUNTS FOR ALL PROPOSED ANTENNAS.  
 -TOWER DESIGNED TO ACCOMMODATE THE FUTURE ANTENNAS - NOT TO BE SUPPLIED OR INSTALLED AT THIS TIME.



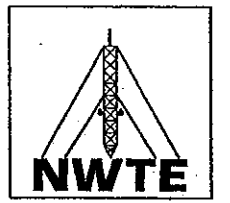
\*TOWER BASE DATUM ELEVATION IS +0'-0" AT BASE OF TOWER. TRUE ELEVATION AT BASE OF TOWER IS 466.5'.

NORTH TOWER ELEVATION SCALE: 1/8"=1'-0" N/A S-4

SOUTHWEST TOWER ELEVATION SCALE: 1/8"=1'-0" N/A S-4

Item 8 - 26

EXISTING/PROPOSED/FUTURE ANTENNAS SCALE: NONE N/A S-4



NORTHWEST TOWER ENGINEERING  
 2210 HEWITT AVE, STE 209  
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NO.	DATE	ISSUE
Δ	9-22-03	BLDG PERMIT SUBMIT
Δ	11-19-03	LEG NUMBERING
Δ		
Δ		

PERMIT SUBMITTAL REVISION  
 EXISTING 280-FT SELF-SUPPORTING TOWER  
 TOWER DESCRIPTION  
 MARYSVILLE TANKS  
 8812 64TH ST NW  
 MARYSVILLE, WA  
 SITE LOCATION

ANTENNA INFORMATION  
 SHEET TITLE  
 SHEET NO.  
 PROJECT NO. 030066.02  
 DRAWN BY K.P.W.  
 CHECKED BY S.A.D.  
 DATE 11-19-03  
 SCALE VARIES