

**Marysville City Council Meeting
7:00 p.m.**

November 9, 2009

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

- A. Wellness Walktober Report.
- B. Employee of the Month.

Audience Participation

Approval of Minutes *(Written Comment Only Accepted from Audience.)*

- 1. Approval of October 19, 2009 City Council Work Session Minutes.
- 2. Approval of October 26, 2009 City Council Meeting.

Consent

- 3. Approval of the October 21, 2009 Claims in the Amount of \$577,343.34; Paid by Check No.'s 58755 through 58902 with Check No. 31501, 36569, 42072, 44239 and 53274 Voided.
- 4. Approval of October 28, 2009 Claims in the Amount of \$1,009,012.10 Paid by Check No.'s 58903 through 59034 with Check No.'s 24294, 25096, 25224, 26023, 26352, 26353, 26512, 26555, 26913, 27833, 27853, 27858, 28451, 28806, 29016, 29371, 29656, 29845, 29871, 30145, 30155, 30379, 30723, 30945, 31000, 31431, 31647, 32162, 32177, 32239, 32475, 32549, 32857, 32871, 32938, 33000, 33009, 33131, 33307, 33388, 33432, 33474, 33493, 33498, 33505, 33509, 33522, 33527, 33528, 33536, 33567, 33573, 33588, 33589, 33752, 33761, 34081, 34091, 34299, 34522, 34858, 34875, 34923, 35204, 35328, 35331, 35501, 35714, 35845, 35936, 35998, 36334, 36380, 36790, 36791, 37106, 37119, 37596, 37808, 37989, 38359, 38482, 38801, 38894, 39060, 39103, 39214, 39300, 39312, 39688, 40183, 40754, 40781, 41010, 41186, 41347, 42103, 42115, 42981, 43637, 43643, 43855, 44164, 45988, 46471, 46673, 47460, 54891, 58338, and 58843 Voided.
- 5. Approval of November 5, 2009 Payroll in the Amount of \$1,283,564.55; Paid by Check No. 22006 through 22057.

Review Bids

November 9, 2009

Marysville City Council Meeting
7:00 p.m.

City Hall

6. Award 47th Avenue NE Improvements Project to Faber Brothers Construction in the Amount of \$523,145.02 Including Washington State Sales Tax and Approve a Management Reserve of \$80,000 for a Total Allocation of \$603,145.02.

Public Hearings

New Business

7. Interlocal Cooperative Agreement with Northwest Minichain between the City of Marysville and Whatcom County.
8. Provider Agreement for Electronic Home Monitoring with BRK Management Services.
9. Nonexclusive Communication Site Sublease with King County.
10. Amendment No. 1 to Interlocal Agreement for Furnishing Equipment Maintenance / Repair Service.
11. An **Ordinance** of the City of Marysville Approving Transfer of Control of the Franchisee (Verizon Northwest Inc.) from Verizon Communications Inc. to Frontier Communications Corporation with Conditions and Establishing an Effective Date.
12. An **Ordinance** of the City of Marysville, Washington, Annexing the Area Known as the "Central Marysville Annexation" into the City by the Interlocal Agreement Method of Annexation Set Forth in RCW 35A.14.460; Providing for the Assumption of Indebtedness and Zoning Regulation, Providing for Notice of the Annexation to be Published, and Providing for the Effective Date of the Annexation.
13. An **Ordinance** of the City of Marysville, Washington, Amending Marysville Municipal Code Section 16.04.050 Related to Building Permit Plan Review Fees.
18. Letter of Understanding between Snohomish County Fire District #12 and the City of Marysville.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

November 9, 2009

**Marysville City Council Meeting
7:00 p.m.**

City Hall

Executive Session

- A. Litigation
- B. Personnel
- C. Real Estate

Adjourn

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact Tracy Jeffries, Assistant Administrative Services Director, at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

COUNCIL  **MINUTES**

Work Session
October 19, 2009

Call to Order / Pledge of Allegiance

Mayor Kendall called the meeting to order at 7:02 and led those present in the Pledge of Allegiance.

Roll Call

Chief Administrative Officer Mary Swenson gave the roll call. The following staff and councilmembers were in attendance.

Mayor: Dennis Kendall

Council: Councilmember Jon Nehring, Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

Absent: None

Also Present: Chief Administrative Officer Mary Swenson, Finance Director Sandy Langdon, City Attorney Grant Weed, Chief Smith, Community Development Director Gloria Hirashima, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Assistant Administrative Services Director Tracy Jeffries, and Recording Secretary Laurie Hugdahl.

Presentations

Grant Weed explained that this is for informational purposes only as it pertains to a matter that is on the ballot for the general election. This is not for the purpose of council taking a position on I-1033. Should Council want to take a position there is a set method prescribed by law for that.

A. I-1033 Information.

Sandy Langdon discussed I-1033 using a PowerPoint presentation which was distributed to Council.

Councilmember Seibert asked if we were to bond on a major project, would they look at our ability to repay based on the problems that may be inherent in I-1033 and possibly lower our bond rating? Sandy indicated that they would. She stated that they would need to disclose I-1033 to the bonding community.

Mary Swenson noted that cities that haven't taken the property tax, like Marysville, are really penalized. She discussed issues associated with annexation and other city functions as a result of I-1033. This would change the whole philosophy for how you run a city.

City Attorney Grant Weed informed Council that there will be legal challenges to I-1033 and this process is already in the works. Even if it is legally overturned, there are many unknowns related to it.

Donna Wright asked how a regional fire authority would be affected. City Attorney Weed thought that a consolidation of fire districts would be viewed the same as a single fire district. There was discussion about some of the preplanning that jurisdictions could do to mitigate the consequences of I-1033.

Jeff Seibert asked for details about how the annexation would be affected. Mary Swenson stated that they would need to research that.

John Soriano pointed out that there is no narrative in the initiative regarding staffing growth. Sandy Langdon replied that it only looks at the revenues.

Discussion Items

Approval of Minutes *(Written Comment Only Accepted from Audience.)*

1. Approval of September 28, 2009 City Council Meeting Minutes.
2. Approval of October 5, 2009 City Council Work Session Minutes.

Consent

3. Approval of October 7, 2009 Claims in the Amount of \$1,397,293.54; Paid by Check No.'s 58454 through 58610 with No Check No.'s Voided.
4. Approval of October 14, 2009 Claims in the Amount of \$474,497.33; Paid by Check No.'s 58611 through 58754 with Check No. 56998 Voided.
5. Approval of October 20, 2009 Payroll.

Review Bids

Public Hearings

New Business

6. Hotel/Motel Tax Committee Recommends the Allocation of \$XX,XXX from Hotel/Motel Tax Revenues as Follows:

They will meet tomorrow. A recommendation will be in next week's packet.

7. Acceptance of the 67th Avenue NE Overlay Project, Starting the 45-Day Lien Filing Period for Project Closeout.

Kevin Nielsen stated that this is complete.

8. Final Mylar for the Subdivision known as "Weber Estates".

Gloria Hirashima stated that this is a 14-lot subdivision originally approved by Snohomish County. It has been taken over by Shoreline Bank who is ready to bring it to final plat.

9. Washington State Patrol / Washington State Department of Transportation Electronic Collision Reports & Electronic Collision Records User's Agreement & SECTOR Service Level Agreement with Washington State Patrol.

Commander Lamoureux stated that this would save a lot of money as officers would not need to write separate reports by hand. All tickets and collision reports would be initiated electronically by the officer and it would be sent electronically to the state. This would save tremendous officer time and also save data entry time for the records clerks and the courts. The funding is being provided by a grant from WASPC.

Councilmember Soriano asked about training. Commander Lamoureux stated that there would be no cost for the training and it would be provided by WSP.

10. An **Ordinance** of the City Council of the City of Marysville, Washington Amending the Zoning Code by Adopting Crime Prevention through Environmental Design (CPTED) Principles in Design Review and Amending Sections 19.14.010 and 19.14.050 of the Marysville Municipal Code.

Gloria Hirashima stated that this is a new zoning revision, but it is something they are already doing through the site plan review process. This would codify it and would make it clear to applicants. Planning Commission is recommending approval of it.

Carmen Rasmussen pointed out that the Planning Commission's recommendation was fairly lukewarm. Director Hirashima explained that the Planning Commission do not like to add additional processes. She explained staff was careful that they were not adding a whole new process, but instead it is something that is just integrated.

Councilmember Rasmussen asked if they have received any input from developers or builders. Director Hirashima said she heard from an architect who appreciated that they

were trying to streamline the approach and not adding more processes. She emphasized that they are already doing this, but this just makes it more formal.

Jeff Seibert wondered if the Planning Commission thought they would be changing or adding a lot more to the process. He pointed out that this was not the case. He asked where staff came up with the development standards. Director Hirashima explained that these are time-tested methods that have been proven to increase safety. Some jurisdictions adopt a separate secondary review process. The City of Marysville did not want to add a secondary review process and tried to keep it as simple as possible.

11. An **Ordinance** of the City of Marysville, Washington, Relating to Land-Use and Zoning; Establishing a Planned Action for the Downtown Master Plan; Providing for the Establishment of Mitigation Measures and Conditions for Approval of Projects Located within Downtown Marysville; Providing for Streamlined Review and Approval of Projects which Meet Planned Action Criteria; Providing for an Effective Date; and Providing for an Expiration Date.

Director Hirashima stated that she would go through a PowerPoint presentation on this next week. This is the Planning Commission's recommendation for the Downtown Master Plan. All the departments have been involved in this. This is seen as a tool to tackle the downtown redevelopment. She discussed how they hoped that this would encourage more growth in the downtown area. Focal points for this plan were transportation issues, stormwater, parks and recreation, and the civic center site selection process. At public meetings the biggest point of interest was the civic center site selection. There was some opinion that maybe we could look at other sites, especially the water site. There was concern that they would displace the water tower and the senior center. The civic center site selection choice was Comeford Park.

Jim Ballew pointed out Comeford Park would not be taken away; it would be improved. Kevin Nielsen discussed the transportation plan associated with this. Stormwater in this area provides an opportunity for alternative processes. He commended Gloria Hirashima's work on this plan.

Director Hirashima stated that the Planned Action Ordinance covers the SEPA review. The development community likes this very much. It also includes design standards for the downtown area. This is a 20-year project unless updated and re-approved.

Councilmember Rasmussen stated that this is a well-done document which provides a great vision for the project. She discussed concerns related to pedestrian activity. She enjoyed the part about the stormwater planters and the rain gardens.

Councilmember Nehring asked for thoughts about allowing u-turns. Director Nielsen said it could be an option; the state does it often. He would rather do a left-turn pocket if they can.

Grant Weed clarified issues related to this process.

Director Hirashima reviewed amendments requested by the Planning Commission related to alley development and working with the Port of Everett to improve navigability of Ebey Slough.

Legal

12. First Three Council Meetings in November will be Regular Meetings, Fourth Meeting will be Cancelled.

Grant Weed recommended that the Council make a motion to waive the Rules of Procedure and to schedule the first three meetings in November as regular action meetings rather than work shop meetings. There was consensus to do this next week.

Adjournment

Mayor's Business

Mayor Kendall announced the following:

- ◆ Fire administration has moved to their new building on Grove and Cedar. An open house will be scheduled soon.
- ◆ There will be a ribbon-cutting on Friday at 2:00 at the new bookstore near Safeway.
- ◆ He attended the navy's 234th birthday party on Friday night. It was a very nice event and very well-attended.

Staff Business

Gloria Hirashima had no comments.

Jim Ballew noted that they had cancelled two events at Strawberry Fields because of the downpour last week.

Chief Smith announced that they hired a lateral officer, Brad Smith, today.

Kevin Nielsen announced that they are planning a ribbon-cutting for 136th to 152nd on November 6 at 10:00 a.m.

Sandy Langdon reminded the Finance Committee that they moved the meeting to November 2 after Council.

Grant Weed:

- ◆ He attended WASAMA conference last week. Many great topics were covered.
- ◆ He reviewed his research regarding obscenity laws. He is confident that Marysville's code is sufficient and does not require any changes at this time.

Mary Swenson distributed a calendar and discussed items for the remainder of the year.

Call on Councilmembers

John Soriano had no comments.

Lee Phillips had no comments.

Donna Wright had no comments.

Jon Nehring stated that he will be helping out the entrepreneur program at Marysville Pilchuck High School from Sunday through Thursday with their DECA event in Bellevue and will therefore be unable to attend Monday’s Council meeting. He requested an excused absence.

Carmen Rasmussen asked if they needed to sign up individually for the Webinar. Sandy Langdon indicated they she has already registered the whole city. Councilmember Rasmussen announced that there would be a Reflections art display at Pinewood this Friday.

Jeff Vaughan thanked Grant Weed for doing the research on the obscenity laws. He stated that he and Jon Nehring visited Lakewood where the traffic is horrible, especially near Costco. Kevin Nielsen concurred and noted that they need a signal at 169th.

Jeff Seibert asked Jim Ballew about a strip of property near Grove school. Jim Ballew stated that it was never sold. There is a park closure sign on it for police purposes. Councilmember Seibert pointed out that his Comcast cable bill has an EG fee of \$1.00. Mary Swenson stated that it was only supposed to be \$.75 not a \$1.00. CAO Swenson stated that they would check on it. Councilmember Seibert asked where the other \$.25 is going if they are charging a dollar.

John Soriano stated that he received an email from PSRC regarding the streamlined process for ARRA applications. He wondered if staff had received this also. Kevin Nielsen indicated he had received it.

Adjournment

Seeing no further business Mayor Kendall adjourned the meeting at 8:38 p.m.

Approved this _____ day of _____, 2009.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

Call to Order/Pledge of Allegiance/Roll Call	7:01 p.m.
Excuse absence of Councilmember Nehring.	Approved
Approval of Minutes	
Approval of September 28, 2009 City Council Meeting Minutes.	Approved
Approval of October 5, 2009 City Council Work Session Minutes.	Approved
Consent Agenda	
Approval of October 7, 2009 Claims in the Amount of \$1,397,293.54; Paid by Check No.'s 58454 through 58610 with No Check No.'s Voided.	Approved
Approval of October 14, 2009 Claims in the Amount of \$474,497.33; Paid by Check No.'s 58611 through 58754 with Check No. 56998 Voided.	Approved
Approval of October 20, 2009 Payroll in the Amount of \$746,642.20; Paid by Check No.'s 21962 through 22005.	Approved
Acceptance of the 67 th Avenue NE Overlay Project, Starting the 45-Day Lien Filing Period for Project Closeout.	Approved
Authorize the Mayor to Sign the Final Mylar for the Subdivision known as "Weber Estates".	Approved
Authorize the Mayor to Sign the Washington State Patrol / Washington State Department of Transportation Electronic Collision Reports & Electronic Collision Records User's Agreement & SECTOR Service Level Agreement with Washington State Patrol.	Approved
New Business	
Authorize the Mayor to allocate \$25,000 from Hotel/Motel Tax Revenues as Follows: Greater Marysville Tulalip Chamber of Commerce, Capturing the Gold – Preparing for 2010 Olympics and Beyond (\$19,000); Maryfest: Summertime Fun, 79 th Annual Strawberry Festival (\$6,000) .	Approved
Adopt an Ordinance of the City Council of the City of Marysville, Washington Amending the Zoning Code by Adopting Crime Prevention through Environmental Design (CPTED) Principles in Design Review and Amending Sections 19.14.010 and 19.14.050 of the Marysville Municipal Code.	Approved Ord. No. 2786
Adopt an Ordinance of the City of Marysville, Washington, Relating to Land-Use and Zoning; Establishing a Planned Action for the Downtown Master Plan; Providing for the Establishment of Mitigation Measures and Conditions for Approval of Projects Located within Downtown Marysville; Providing for Streamlined Review and Approval of Projects which Meet Planned Action Criteria; Providing for an Effective Date; and Providing for an Expiration Date.	Approved Ord. No. 2787
Adopt an Ordinance of the City of Marysville, Washington, Amending the City's Comprehensive Plan by Adopting the Downtown Master Plan and Amending the City's Development Regulations by Adopting Chapter 19.14C MMC.	Approved Ord. No. 2788
Legal	
Declare the First Three Council Meetings in November will be Regular Meetings, Fourth Meeting will be Cancelled.	Approved
Mayor's Business	

Staff Business	
Call on Councilmembers	
Authorize the Mayor to sign a letter of support for the Snohomish County's grant application for the American Recovery Reinvestment Act Proposal.	Approved
Adjournment	8:27 p.m.
Executive Session	8:37 p.m.
Litigation - one pending litigation	
Real Estate - one lease of real property	
Adjournment	8:47 p.m.

COUNCIL MINUTES

Regular Meeting

October 26, 2009

Call to Order / Pledge of Allegiance / Invocation

Mayor Kendall called the October 26, 2009 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Pastor Victor Rodriguez from the Free Methodist Church. Mayor Kendall led those present in the Pledge of Allegiance.

Roll Call

Finance Director Sandy Langdon gave the roll call. The following staff and councilmembers were in attendance.

Mayor: Dennis Kendall

Council: Councilmember Lee Phillips, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan and Councilmember Donna Wright

Absent: Councilmember Jon Nehring

Also Present: Community Development Director Gloria Hirashima, Finance Director Sandy Langdon, Asst. City Engineer John Cowling, City Attorney Grant Weed, Parks and Recreation Director Jim Ballew, Chief of Police Rick Smith, Commander Rob Lamoureux, Community Information Officer Doug Buell, Public Works Superintendent, Larry Larson, Water Quality Manger Doug Byde and City Clerk Tracy Jeffries

Sandy Langdon informed Council that Councilmember Jon Nehring sent an email requesting an excused absence.

Motion made by Councilmember Rasmussen, seconded by Councilmember Soriano, to excuse councilmember Nehring. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Seibert reported that he attended the Snohomish County Solid Waste Advisory Committee on Wednesday, October 14 where the following issues were discussed:

- ◆ Flow Control Enforcement Program
- ◆ Contracts for disaster debris equipment
- ◆ Comprehensive planning process
- ◆ Cathcart was open for three weeks while the floor was redone at the Airport Road Recycling and Transfer Station.
- ◆ Budget for Solid Waste is going to the County Council. Tonnage (and therefore revenue) is down about 10%.
- ◆ Green Schools

Presentations

A. Proclamation – Declaring November American Diabetes Month.

Mayor Kendall read the proclamation and then presented it to Austin Cooper.

B. Oath of Office.

Mayor Kendall presented the Oath of Office to Officer Brad Smith. Commander Lamoureux introduced Officer Smith and reviewed his background.

C. Employee of the Month.

Mayor Kendall presented Officer Bronwyn Kieland with the Employee of the Month for the month of October.

D. Employee Service Awards.

Doug Byde recognized Jason Crain (WWTP Operator), who was not able to attend tonight for his 15 years of service.

Larry Larson presented Les Skyta (WWTP Cross Connection Control Specialist) with his 30-year service award.

E. Downtown Master Plan Presentation.

Gloria Hirashima gave a presentation on the City of Marysville Downtown Master Plan (contained in Council's packet). The presentation reviewed objectives, background, and the project area. She also discussed plans for a new city hall location at Comeford Park with incorporation of the senior center and improvements to Delta Avenue. Additionally,

she discussed an overview of development, transportation, utilities, street improvements, parks, trails and open space, implementation and desired outcomes.

Audience Participation

Aaron Metcalf, 505 Cedar Ave, Suite B1, Marysville WA 98270, discussed four items:

- He requested that the City allow temporary sales trailers to allow developers to presale houses.
- Concerns about traffic mitigation required to be paid at time of building permit.
- The City should consider a school mitigation reduction.
- Bonding of infrastructure needs to be reinstated to get final plat approval.

Mayor Kendall stated that with council approval he would refer this to staff to get a response back to Mr. Metcalf.

Approval of Minutes

1. Approval of September 28, 2009 City Council Meeting Minutes.

Motion made by Councilmember Wright, seconded by Councilmember Seibert, to approve the minutes as presented. **Motion** passed unanimously (6-0).

2. Approval of October 5, 2009 City Council Work Session Minutes.

Motion made by Councilmember Soriano, seconded by Councilmember Vaughan, to approve the minutes as presented. **Motion** passed unanimously (5-0) with Councilmember Phillips abstaining.

Consent

3. Approval of October 7, 2009 Claims in the Amount of \$1,397,293.54; Paid by Check No.'s 58454 through 58610 with No Check No.'s Voided.
4. Approval of October 14, 2009 Claims in the Amount of \$474,497.33; Paid by Check No.'s 58611 through 58754 with Check No. 56998 Voided.
5. Approval of October 20, 2009 Payroll in the Amount of \$746,642.20; Paid by Check No.'s 21962 through 22005.
7. Acceptance of the 67th Avenue NE Overlay Project, Starting the 45-Day Lien Filing Period for Project Closeout.
8. Authorize the Mayor to Sign the Final Mylar for the Subdivision known as "Weber Estates".

9. Authorize the Mayor to Sign the Washington State Patrol / Washington State Department of Transportation Electronic Collision Reports & Electronic Collision Records User's Agreement & SECTOR Service Level Agreement with Washington State Patrol.

Motion made by Councilmember Wright, seconded by Councilmember Soriano to approve Consent Agenda items 3, 4, 5, 7, 8 and 9. **Motion** passed unanimously (6-0).

New Business

6. Hotel/Motel Tax Committee Recommends the Allocation of \$25,000 from Hotel/Motel Tax Revenues as Follows: Greater Marysville Tulalip Chamber of Commerce, Capturing the Gold – Preparing for 2010 Olympics and Beyond (\$19,000); Maryfest: Summertime Fun, 79th Annual Strawberry Festival (\$6,000); Marysville Historical Society: Historic Map Preservation (\$0); Snohomish County Tourism Bureau: Visitor Services Program/Visitor Information Center Program (\$0); Kiwanis: Banners for Streetscape Lightposts (\$0)

Motion made by Councilmember Phillips, seconded by Councilmember Wright, to authorize the Mayor to allocate \$25,000 from Hotel/Motel Tax Revenues as Follows: Greater Marysville Tulalip Chamber of Commerce, Capturing the Gold – Preparing for 2010 Olympics and Beyond (\$19,000); Maryfest: Summertime Fun, 79th Annual Strawberry Festival (\$6,000) . **Motion** passed unanimously (6-0).

10. An **Ordinance** of the City Council of the City of Marysville, Washington Amending the Zoning Code by Adopting Crime Prevention through Environmental Design (CPTED) Principles in Design Review and Amending Sections 19.14.010 and 19.14.050 of the Marysville Municipal Code.

Gloria Hirashima reviewed the ordinance. She explained that this was heard by the Planning Commission at a public hearing and they recommended that Council approve the ordinance.

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to approve Ordinance No. 2786. **Motion** passed unanimously (6-0).

11. An **Ordinance** of the City of Marysville, Washington, Relating to Land-Use and Zoning; Establishing a Planned Action for the Downtown Master Plan; Providing for the Establishment of Mitigation Measures and Conditions for Approval of Projects Located within Downtown Marysville; Providing for Streamlined Review and Approval of Projects which Meet Planned Action Criteria; Providing for an Effective Date; and Providing for an Expiration Date.

Gloria Hirashima pointed out that the Planning Commission made a couple amendments to the plan - the inclusion of the alley graphics and a statement saying that the city should pursue opportunities to improve the navigability of Ebey Slough by working with other agencies. Those will be incorporated into the documents.

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve Ordinance No. 2787. **Motion** passed unanimously (6-0).

13. An **Ordinance** of the City of Marysville, Washington, Amending the City's Comprehensive Plan by Adopting the Downtown Master Plan and Amending the City's Development Regulations by Adopting Chapter 19.14C MMC.

Grant Weed explained that this is an ordinance that separately adopts the Master Plan as part of the city's Comprehensive Plan.

Motion made by Councilmember Vaughan, seconded by Councilmember Rasmussen, to approve Ordinance No. 2788. **Motion** passed unanimously (6-0).

Legal

12. First Three Council Meetings in November will be Regular Meetings, Fourth Meeting will be Cancelled.

Grant Weed explained that for the month of November the Mayor and staff are recommending that the first three Mondays are all regular meetings that allow for action. The fourth Monday meeting would be cancelled. In order to do that it would be appropriate for the Council to waive its normal rules of procedure and set the first three Mondays as action-type meetings with regular agendas and public comment.

Motion made by Councilmember Seibert, seconded by Councilmember Phillips, to declare the first three Monday council meetings in November will be regular action meetings with public input, waive the regular rules of procedure and cancel the fourth meeting. **Motion** passed unanimously (6-0).

Mayor's Business

Mayor Kendall:

- ◆ He did a ribbon-cutting at new bookstore on Friday afternoon.
- ◆ They have had a couple contacts over the weekend regarding the traffic situation out at Lakewood Crossing. Staff is addressing those issues right now. John Cowling met with WSDOT about the final lift on the ramps. Once those are done it should help us move the traffic much quicker. It should be done by the middle of November.

Staff Business

Jim Ballew:

- ◆ Noted that they were able to mow Strawberry Fields today even with all the rain they have had. This is a great success. He commended the work done by their contractor.
- ◆ This weekend was Make-a-Difference Day. 34 volunteers turned out to plant 3,000 bulbs in various locations.
- ◆ He reminded everyone that November 7 at 10:00 a.m. there will be a ribbon-cutting for the Athletic Fitness Park and two new trail access points.
- ◆ Park Board meeting is being moved to November 18 because of Veterans' Day.

Chief Smith:

- ◆ Thanked Mike Robinson and Jim Ballew for the work that they have done with the Graffiti Task Force and also for the nomination of Bronwyn Kieland for Employee of the Month.
- ◆ Public Safety Meeting will be moved to 4:00 on Wednesday.
- ◆ Jarl Gunderson will be retiring after 30+ years' law enforcement experience on Thursday, October 29.
- ◆ Police caught two home burglars mid-day last Friday up by the golf course. Councilmember Soriano commented that his neighbors were extremely grateful for the quick response and professionalism of the police officers.
- ◆ Today they caught a bank robber that they have been looking for since January. He commended the patrol officers.

John Cowling:

- ◆ Updated Council on his meeting with WSDOT last week regarding SR 529 bridge.
- ◆ State Avenue ribbon-cutting will be on November 6 at 10:00 a.m.

Doug Buell reported that the Healthy Communities Healthy Food Subcommittee met last week where they received an updated report on statistics on fresh produce brought into the food bank. This year the food bank collected more than 20,000 lbs. of produce which is a tremendous increase over past years.

Sandy Langdon:

- ◆ Employee appreciation is this Thursday at the Jennings Barn from 11:30 to 1:00.
- ◆ The City signed up for the prescription discount card program through NLC. This takes about 8 weeks to get going completely, but should benefit the citizens.

Gloria Hirashima:

- ◆ The School Impact Fee ordinance is scheduled for the Planning Commission on November 10.
- ◆ They applied for a Brownfield Grant for the downtown area.

- ◆ There is another ordinance connected to the downtown plan that staff will be bringing directly to Council in December. This has to do with the multi-family tax exemption provisions.

Grant Weed stated there is a need for a short executive session, expected to last 10 minutes to discuss two items - one pending litigation item and one lease of real property item with no action expected.

Call on Councilmembers

Carmen Rasmussen:

- ◆ Asked for an updated schedule for the road connection for Ingraham Boulevard. John Cowling stated that they are waiting for their Corps permit, but they are close to going to bid. The school is doing two phases. They will be doing the second phase in the spring concurrently with the City's road improvements.
- ◆ She echoed the concerns about traffic in the Costco area.
- ◆ She commended Jim Ballew and his staff who have been in contact with the Park Board about some creative plans for the Merrysville for the Holidays Festival. She congratulated them for thinking outside the box and working within the budgetary confines that they have.

Lee Phillips echoed the concerns about the Lakewood Crossing traffic.

John Soriano:

- ◆ He congratulated the police officers who apprehended the burglars last week.
- ◆ He discussed some concerns his neighbors have raised about the flushing of the system during the replacement of the water meters. John Cowling recommended having them contact public works with any questions.

Jeff Vaughan concurred with concerns about the Costco traffic. He doesn't believe the ramps are going to cure the problems there because there is also an issue with the four-way stop.

Donna Wright:

- ◆ Stated that the Soroptomists raised quite a bit of money at their auction.
- ◆ Snohomish Health District reported that there are enough vaccines for the at-risk groups. Bethlehem Lutheran Church is the designated place for receiving those.
- ◆ The Snohomish Health District is asking the cities for a letter of support for a grant from the CDC for \$6 to 8 million to cover Healthy Communities.

Jim Ballew explained that the Health District is submitting a grant Letter of Intent next week. They are hoping to receive a letter from the city this week in support of the application. This will reinvigorate the Healthy Communities project and also provide full-time health educators for up to 21 communities in Snohomish County as well as 8 mentoring positions.

Motion made by Councilmember Rasmussen, seconded by Councilmember Seibert, to authorize the Mayor to sign a letter of support for the Snohomish County's application for the American Recovery Reinvestment Act Proposal grant. **Motion** passed unanimously (6-0).

Jeff Seibert thanked the Planning Commission, city staff, citizens and consultants for the Downtown Master Plan.

- ◆ He commended the officers for their two recent captures.
- ◆ He asked John Cowling to check with WSDOT to make sure they are planning to design conduit for the overhead power to go underground.
- ◆ He asked Doug Buell for an update on errors with the EG on the Comcast bills. Doug Buell said he has been trying to get in touch with the franchise manager, but has not been successful yet.
- ◆ He asked about installing a light at the four-way stop at Costco. John Cowling discussed what they are considering.

Recess

Mayor Kendall recessed the meeting at 8:27 p.m. for a short break before reconvening into Executive Session expected to last 10 minutes to discuss two items - one pending litigation and one lease of real property with no action expected.

Executive session started at 8:35 p.m.

Executive Session

- A. Litigation - one pending litigation pursuant to RCW 42.30.110(1)(c)
- B. Personnel
- C. Real Estate - one lease of real property pursuant to RCW 42.30.110(1)(i)

Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 8:45 p.m.

Approved this _____ day of _____, 2009.

Mayor
Dennis Kendall

Asst. Admin. Svcs. Director
Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2009

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY: 	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the October 21, 2009 claims in the amount of \$577,343.34 paid by Check No.'s 58755 through 58902 with Check No. 31501, 36569, 42072, 42449, 44239 & 53274 voided.
COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-10

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$577,343.34 PAID BY CHECK NO.'S 58755 THROUGH 58902 WITH CHECK NUMBER 31501, 36569, 42072, 42449, 44239 & 53274 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Andy Gungor

AUDITING OFFICER

10/21/09

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **21ST DAY OF OCTOBER 2009.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/15/2009 TO 10/21/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58755	WASHINGTON STATE DEPARTMENT OF	SALES AND USE TAX 9/09	001.231700.	254.09
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	0.10
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	9.56
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	34.23
	WASHINGTON STATE DEPARTMENT OF		101.231700.	77.40
	WASHINGTON STATE DEPARTMENT OF		401.231700.	3,092.49
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	54,422.96
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	8,229.08
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	10,983.95
	WASHINGTON STATE DEPARTMENT OF		420.231700.	59.94
	WASHINGTON STATE DEPARTMENT OF		420.231710.	12,622.58
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	701.85
	WASHINGTON STATE DEPARTMENT OF		501.231700.	78.90
	WASHINGTON STATE DEPARTMENT OF		503.231700.	8.88
58756	KAMAL ABOUZAKI	INTERPRETER SERVICES	00102515.549000.	125.00
58757	ADVANTAGE BUILDING SERVICES	EXTRA CLEANING-KBSCC	00105250.541000.	72.00
58758	AUTOMATIC FUNDS TRANSFER SERVICES	WEB PAYMENT SERVICES 9/09	00143523.541000.	825.25
	AUTOMATIC FUNDS TRANSFER SERVICES	REMITTANCE PROCESSING 9/09	00143523.541000.	1,103.69
	AUTOMATIC FUNDS TRANSFER SERVICES	BILL PRINTING SERVICES 9/09	00143523.541000.	8,664.29
58759	ALBERTSONS FOOD CENTER #471	SUPPLIES-PARKS AND REC	00105250.531050.	45.32
	ALBERTSONS FOOD CENTER #471		00105380.549000.	17.91
58760	ROY A ALDERMAN	REIMBURSE MILEAGE	40143410.543010.	109.79
58761	ALL STAR MANAGEMENT	UB 741325100001 5204 59TH PL N	401.122110.	177.28
58762	AWWA NW SUBSECTION	WORKSHOP REGISTRATION-LARSON	40143410.549020.	60.00
58763	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	32.99
	ARAMARK UNIFORM SERVICES		50100065.526000.	32.99
58764	CITY OF ARLINGTON	SURFACE WATER REVENUE 3RDQTR09	401.237000.	13,728.99
58765	ASL INTERPRETER NETWORK	INTERPRETER SERVICES	00102515.549000.	163.55
58766	ASSOCIATED EARTH SCIENCES	STORMWATER EVALUATION	40145040.541000.	10,605.35
58767	ATLAS FENCE COMPANY	POSTS,CAPS,BANDS,BOLTS	00105380.531000.	313.41
58768	BANK OF AMERICA	MEAL REIMBURSEMENT	00100110.549000.	71.55
	BANK OF AMERICA		00102020.543000.	13.19
58769	BARNES DISTRIBUTION INC	MISC NUTS,BOLTS,WASHERS,CONNEC	50100065.531000.	213.05
58770	BRENDA BERRY	REFUND CLASS FEES	00110347.376007.	61.00
58771	BICKFORD FORD-MERCURY	BRAKE ROTORS,PADS	501.141100.	469.02
	BICKFORD FORD-MERCURY	DRIVERS DOOR WINDOW SWITCH	50100065.534000.	55.93
	BICKFORD FORD-MERCURY	LEFT FRONT MARKER LIGHT	50100065.534000.	70.95
58772	CARRIE BLAIR	REFUND CLASS FEES	00110347.376009.	25.00
58773	BOYDEN ROBINETT & ASSOCIATES LP	UB 245828120000 5828 120TH PL	401.122110.	58.87
58774	DON BURROWS	REFUND CLASS FEES	00110347.376009.	25.00
58775	KARI CHENNAULT	REIBUMBURSE JOB SITE POSTING	40145040.549000.	25.00
58776	COMCAST	PRO SHOP TV CABLE	42047267.549000.	64.46
58777	MERRITT SCOTT CONNER	INSTRUCTOR SERVICES	00105250.541020.	156.00
58778	CONSOLIDATED ELECTRIAL DIST INC	BULBS	00100010.531000.	43.54
	CONSOLIDATED ELECTRIAL DIST INC	BALLAST	40143410.531000.	129.42
58779	CO-OP SUPPLY	GRASS SEED	40140980.531000.	65.15
58780	CORPORATE OFFICE SUPPLY	WIPES	501.141100.	65.03
	CORPORATE OFFICE SUPPLY	WYPALL WIPES,WASTE BASKET	501.141100.	112.82
58781	CRESCENT ELECTRIC SUPPLY	LIGHTS	42047165.531000.	188.96
58782	CUZ CONCRETE PRODUCTS	CONCRETE VAULT	40140980.531000.	969.21
58783	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100050.541000.	44.78
	DATABASE SECURE RECORDS DESTRUCTIO		00100110.549000.	19.52

**CITY OF MARYSVILLE
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58784	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00101023.531000.	7.46
	DATABASE SECURE RECORDS DESTRUCTIO		00101130.531000.	7.46
	DATABASE SECURE RECORDS DESTRUCTIO		00143523.531000.	7.47
58785	DELTA PROPERTY MANAGEMENT	UB 600250000004 2122 141ST PL	401.122110.	64.17
58786	KELLY R. DUBYNE	INSTRUCTOR SERVICES	00105120.541020.	84.00
58787	DUNLAP INDUSTRIAL	CHAIN SAW PARTS	40140080.535000.	28.37
58788	DUNN LUMBER	CEMENT	40140980.531000.	47.76
58789	E&E LUMBER INC	WATER PIPE REPAIR PARTS	00100010.531000.	27.27
	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.531000.	13.98
	E&E LUMBER INC	FASTENERS	00105380.531000.	2.65
	E&E LUMBER INC	POLY FILM	40145040.548000.	81.44
	E&E LUMBER INC	STORE ROOM SUPPLIES	501.141100.	205.57
	E&E LUMBER INC	SCREWS,STRATCH AWL	50200050.531000.	10.62
58790	EDGE ANALYTICAL INC	MERCURY TESTING FEES	40142480.541000.	220.00
58791	ELECTRONIC SYSTEMS TECHNOLOGY INC	DIAGNOSTIC AND REPAIR FEES	40142280.548000.	135.41
58792	EMERALD HILLS COFFEE SERVICE	COFFEE SUPPLIES-KBSCC	10605250.549000.	20.57
58793	JAMES ERDMANN	REFUND CLASS FEES	00110347.376009.	25.00
58794	EVERETT AREA CHAMBER OF COMMERCE	COASTAL FORECAST (4) ATTENDEES	00100060.549000.	30.00
	EVERETT AREA CHAMBER OF COMMERCE		00100110.549000.	60.00
	EVERETT AREA CHAMBER OF COMMERCE		40143410.549000.	30.00
58795	EVERETT STAMP WORKS	ELECTRICAL LABELS	00102020.531000.	688.14
58796	EVERETT TIRE & AUTOMOTIVE	(4) TIRES	501.141100.	410.18
	EVERETT TIRE & AUTOMOTIVE		50100065.534000.	325.75
58797	CITY TREASURER EVERETT WA	WATER FILTRATION SRVCS 9/09	40140080.533000.	112,057.53
58798	EVERGREEN SECURITY SYSTEMS	REPROGRAMMING PHONE	00101250.531000.	103.17
	EVERGREEN SECURITY SYSTEMS	MONITORING CHARGES	00101250.549000.	108.00
58799	EYLANDER ELECTRIC	BATHROOM FAN BLADES	40143780.548000.	13.10
58800	FIELD INSTRUMENTS & CONTROLS, INC	FLOWMETER CALIBRATION	40142480.548000.	271.25
58801	FINE LINE INSTRUMENT	ANALYTICAL CHLORINE/PH ANALYZE	40141580.531300.	1,705.02
58802	FIR ISLAND TRUCKING COMPANY	CEDAR HOGFUEL	31000076.563000.P0907	463.40
58803	PEGGY FOWLER	REFUND SECURITY DEPOSIT	001.239100.	300.00
58804	LISA FOX	REFUND CLASS FEES	00110347.376009.	25.00
58805	FRAME RATE	ACCESS CHANNEL EQUIPMENT	001.231700.	-55.90
	FRAME RATE		00100720.531000.	705.90
58806	GALLS INC	MAG CHARGER FLASHLIGHT	501.141100.	115.10
58807	GENERAL CHEMICAL CORP	ALUM SULFATE 12.138 DRY TON	40142480.531320.	3,318.78
58808	GENUINE AUTO GLASS OF EVERETT, LLC	REPLACE WINDSHIELD	50100065.548000.	211.77
	GENUINE AUTO GLASS OF EVERETT, LLC	REPLACE REAR WINDOW	50100065.548000.	396.39
58809	GREG LARSON SPORTS	BASKETBALLS	001.231700.	-29.54
	GREG LARSON SPORTS		00105120.531040.	373.05
58810	GRANITE CONSTRUCTION COMPANY	ASPHALT	40140280.548000.	4,653.69
58811	GRAYBAR ELECTRIC CO INC	SHIPPING CHARGES	40140980.531000.	11.40
	GRAYBAR ELECTRIC CO INC	WIRE	40140980.531000.	110.86
58812	CONTRACTORS SUPPLY CORPORATION	SHACKLE	40140080.535000.	291.35
	CONTRACTORS SUPPLY CORPORATION	HYD HOSE ASSEMBLY	50100065.534000.	178.03
58813	GREG RAIRDON'S DODGE CHRYSLER JEEP	CONTROL PANEL PIGTAIL	50100065.534000.	48.73
	GREG RAIRDON'S DODGE CHRYSLER JEEP	HEATER FAN MOTOR,CONTROL PANEI	50100065.534000.	373.16
58814	CHRIS L. GRIFFEN	PUBLIC DEFENDER	00105515.541040.	2,548.00
58815	JARL GUNDERSON	POWER CORD FOR FLASHLIGHT CHR	00103222.531000.	26.70
	JARL GUNDERSON	TRAVEL EXP LESS ADVANCE	00103222.543000.	-585.00
	JARL GUNDERSON		00103222.543000.	585.56
58816	REBA P. HAGGARD	WATER/SEWER CONSERVATION REBA	40143410.549070.	50.00

**CITY OF MARYSVILLE
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58817	TANYA HANSON	REIMBURSE LYSOL WIPE PURCHASE	00101023.531000.	13.67
58818	HD FOWLER COMPANY	RETURN METER GASKETS	401.141400.	-99.36
	HD FOWLER COMPANY	METER GASKET	401.141400.	6.79
	HD FOWLER COMPANY	METER GASKETS	401.141400.	31.79
	HD FOWLER COMPANY		401.141400.	39.37
	HD FOWLER COMPANY	METER GASKETS,BOLT KITS	401.141400.	76.08
	HD FOWLER COMPANY		401.141400.	177.54
	HD FOWLER COMPANY	METER VALVE,COUPLING,90* ELL	401.141400.	198.02
	HD FOWLER COMPANY		401.141400.	225.88
	HD FOWLER COMPANY	RUBBER GASKETS,ADAPTERS,VALVES	401.141400.	371.68
	HD FOWLER COMPANY	COPPER TUBING,BALL VALVE	401.141400.	449.58
	HD FOWLER COMPANY	METER BOX BASE	401.141400.	558.09
58819	HEALTHFORCE PARTNERS, INC	(2) DOT EXAM	10111230.541000.	54.00
	HEALTHFORCE PARTNERS, INC		40143410.541000.	54.00
	HEALTHFORCE PARTNERS, INC	(5) DOT EXAM	40143410.541000.	162.00
	HEALTHFORCE PARTNERS, INC		41046060.541000.	108.00
58820	HILTI, INC	IMPACT WRENCH	40141180.535000.	363.85
58821	MARGE HODER	REFUND CLASS FEES	00110347.376009.	45.00
58822	LETTIE HYLARIDES	INTERPRETER SERVICES	00102515.549000.	108.80
58823	ICOMPASS	ANNUAL RENEWAL-MTG MNGMNT SC	00101130.535000.	8,500.00
58824	IOS CAPITAL	COPIER CHARGES	00100020.545000.	320.38
	IOS CAPITAL		00100030.545000.	119.46
	IOS CAPITAL		00100050.545000.	220.47
	IOS CAPITAL		00100110.545000.	351.65
	IOS CAPITAL		00100310.545000.	221.97
	IOS CAPITAL		00100720.545000.	114.68
	IOS CAPITAL		00101023.545000.	304.71
	IOS CAPITAL		00101130.545000.	304.71
	IOS CAPITAL		00102020.545000.	192.23
	IOS CAPITAL		00102020.545000.	267.47
	IOS CAPITAL		00103121.545000.	321.45
	IOS CAPITAL		00103222.545000.	33.19
	IOS CAPITAL		00103960.545000.	163.99
	IOS CAPITAL		00104190.545000.	58.65
	IOS CAPITAL		00104190.545000.	380.10
	IOS CAPITAL		00104190.545000.	583.18
	IOS CAPITAL		00105250.545000.	44.53
	IOS CAPITAL		00105380.545000.	345.35
	IOS CAPITAL		00105515.545000.	175.79
	IOS CAPITAL		00143523.545000.	273.18
	IOS CAPITAL		10111230.545000.	105.89
	IOS CAPITAL		40142480.545000.	42.90
	IOS CAPITAL		40143410.545000.	766.95
	IOS CAPITAL		42047165.545000.	21.72
58825	HILARY A HUGHES	INTERPRETER SERVICES	00102515.549000.	195.00
58826	IRON MOUNTAIN QUARRY LLC	ROCK	40140280.531000.	731.61
58827	JESSE JACKMAN	REFUND CLASS FEES	00110347.376009.	35.00
58828	DEBRA JEWELL		00110347.376009.	25.00
58829	JOBY JOHNSON	REIMB FOR BOARDING BRODY	00103222.541000.	242.00
58830	JDONNA JOHNSON-TRUDGEON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58831	KANE EQUIPMENT REPAIR	REPAIR HYDRAULIC TANK	50100065.548000.	1,236.70
58832	KENWORTH NORTHWEST INC	POWER STEERING PUMP FILTER ELE	50100065.534000.	34.49

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58832	KENWORTH NORTHWEST INC	AC RECVR/DRYER ASSEMBLY	50100065.534000.	46.65
58833	MONIKA KRISTOFFERSEN	INSTRUCTOR SERVICES	00105120.541020.	84.00
58834	CARLTON DOUP		00105120.541020.	355.50
58835	JEFF LAYCOCK	MEAL REIMBURSEMENT	00100020.531000.	6.00
58836	DAWN LEE	REFUND CLASS FEES	00110347.376009.	25.00
58837	NICOLE Y LEE	INTERPRETER SERVICES	00102515.549000.	125.00
58838	LES SCHWAB TIRE CENTER	TIRE DISPOSAL	40143410.549000.	597.30
	LES SCHWAB TIRE CENTER	(2) TIRES	501.141100.	1,446.34
	LES SCHWAB TIRE CENTER	TRUCK CASING	50100065.531000.	-100.00
	LES SCHWAB TIRE CENTER		50100065.531000.	-90.00
	LES SCHWAB TIRE CENTER	PARTS REFUND	50100065.531000.	-16.79
	LES SCHWAB TIRE CENTER	REPAIR FLAT	50100065.548000.	73.85
58839	RICHARD G. LOCK	FEE FOR SRVCS RENDERED	00105380.541000.	66.26
	RICHARD G. LOCK		10111230.541000.	397.81
	RICHARD G. LOCK		40143410.541000.	184.48
	RICHARD G. LOCK		41046060.541000.	262.06
	RICHARD G. LOCK		42047165.541000.	199.35
58840	LONGFELLOW, JACKIE	UB 280630000000 12702 52ND DR	401.122110.	205.44
58841	LOWES HIW INC	5 GAL GAS CANS	40140780.531000.	32.45
	LOWES HIW INC	PLIERS,FILTERS	40143780.531000.	11.70
	LOWES HIW INC		50200050.531000.	6.48
58842	MARYSVILLE PRINTING	PAPER,LAMINATING SHEETS	00105380.531000.	10.43
58843	MARYSVILLE SCHOOL DISTRICT #25	TMS FACILITY USAGE FEES	00105120.531091.	23.38
	MARYSVILLE SCHOOL DISTRICT #25	MMS FACILITY USAGE FEES	00105120.531091.	165.75
58844	CITY OF MARYSVILLE	SKIPPERS BANKRUPTCY UTILITIES	00100078.549000.	736.64
	CITY OF MARYSVILLE		00100078.549000.	1,559.24
	CITY OF MARYSVILLE	WTR @ 6915 ARMAR RD	00105380.547000.	42.37
	CITY OF MARYSVILLE		00105380.547000.	55.22
	CITY OF MARYSVILLE	WTR/SWR @ 6915 ARMAR RD	00105380.547000.	95.77
	CITY OF MARYSVILLE	WTR/SWR @ 5315 64TH ST NE	00105380.547000.	198.59
	CITY OF MARYSVILLE	WTR/SWR @ 6915 ARMAR RD	00105380.547000.	198.59
	CITY OF MARYSVILLE	WTR/IRR @ 6915 ARMAR RD	00105380.547000.	280.39
	CITY OF MARYSVILLE		00105380.547000.	678.77
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6915 ARMAR RD	00105380.547000.	2,615.43
	CITY OF MARYSVILLE	WTR/IRR @ 6120 GROVE	00112572.547000.	184.19
	CITY OF MARYSVILLE	WTR/SWR/GRB @ 6120 GROVE	00112572.547000.	504.89
58845	MCLOUGHLIN & EARDLEY CORP	STROBE BULB,LIGHT BAR STROBE	501.141100.	401.66
	MCLOUGHLIN & EARDLEY CORP		501.231700.	-31.81
58846	MCNEILUS TRUCK & MFG	CURROTTO GRAB BELT	501.141100.	155.25
58847	MCRAE, CORY & STEPHANIE	UB 961590000003 911 QUINN AVE	401.122110.	37.22
58848	WENDY MESSARINA OCHOA	INSTRUCTOR SERVICES	00105120.541020.	252.00
58849	CONNIE MESSERLY	REIMBURSE DRY ERASE SUPPLIES	00100310.531000.	11.11
58850	FRANCES MORALES	REFUND CLASS FEES	00110347.376009.	25.00
58851	NELSON PETROLEUM	GASOLINE AND DIESEL CONSUMED	42047165.532000.	1,310.76
58852	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	102.18
58853	NORTHWEST HANDLING SYSTEMS, INC.	CLUTCH RELEASE SLAVE CYLINDER	50100065.534000.	116.06
58854	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	3.84
	OFFICE DEPOT		00100020.531000.	5.83
	OFFICE DEPOT		00101130.531000.	36.86
	OFFICE DEPOT		00102020.531000.	23.19
	OFFICE DEPOT		00102020.531000.	63.89
	OFFICE DEPOT		00105250.531000.	5.99

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58854	OFFICE DEPOT	OFFICE SUPPLIES	00105250.531000.	6.01
	OFFICE DEPOT		00105250.531000.	34.20
	OFFICE DEPOT		00105250.531000.	70.12
	OFFICE DEPOT		00105250.531000.	209.72
	OFFICE DEPOT		00105515.531000.	95.95
	OFFICE DEPOT		00143523.531000.	25.06
	OFFICE DEPOT		00143523.531000.	46.26
	OFFICE DEPOT		40143410.531000.	3.85
	OFFICE DEPOT		40143410.531000.	5.82
	OFFICE DEPOT		42047267.531000.	37.67
	OFFICE DEPOT		50100065.531000.	0.43
	OFFICE DEPOT		50100065.531000.	0.65
	OFFICE DEPOT		50200050.531000.	0.43
	OFFICE DEPOT		50200050.531000.	0.65
58855	MONICA OLASON	INSTRUCTOR SERVICES	00105120.541020.	140.00
58856	PACIFIC POWER BATTERIES	BATTERIES	10111864.531000.	102.08
58857	PACIFIC POWER PRODUCTS	TINES,AERIFIER RENTAL	42047165.545000.	543.00
	PACIFIC POWER PRODUCTS		42047165.548000.	217.20
58858	PACIFIC TOPSOILS INC	CONCRETE DUMP	10110130.531000.	58.00
	PACIFIC TOPSOILS INC		10110130.531000.	85.50
	PACIFIC TOPSOILS INC		10110130.531000.	85.50
	PACIFIC TOPSOILS INC		10110130.531000.	102.60
	PACIFIC TOPSOILS INC		10110130.531000.	171.00
	PACIFIC TOPSOILS INC		40143410.531000.	58.00
	PACIFIC TOPSOILS INC		40143410.531000.	85.50
	PACIFIC TOPSOILS INC		40143410.531000.	85.50
	PACIFIC TOPSOILS INC		40143410.531000.	102.60
	PACIFIC TOPSOILS INC		40143410.531000.	171.00
58859	PAPE MACHINERY	OIL FILTERS	501.141100.	32.61
58860	PARAMOUNT SUPPLY COMPANY	BACKFLOW TEST	40140880.531000.	56.51
58861	THE PARTS STORE	GLASS CLEANER,PLASTIC TIES	501.141100.	80.02
	THE PARTS STORE	PLASTIC TIES,WASHER FLUID,BULB	501.141100.	167.58
	THE PARTS STORE	BLOWER DRIVE BELT,AIR,FUEL FIL	501.141100.	189.58
	THE PARTS STORE	AIR,FUEL FILTERS	501.141100.	300.71
	THE PARTS STORE	SPARK PLUG	50100065.534000.	6.32
	THE PARTS STORE	IGNITION COIL	50100065.534000.	42.94
	THE PARTS STORE	SPARK PLUGS,WIRE SET,DIST CAP,	50100065.534000.	72.54
	THE PARTS STORE	BATTERY	50100065.534000.	84.65
	THE PARTS STORE	FUEL PUMP	50100065.534000.	350.79
58862	LAURIE HUGDAHL	MINUTE TAKING SERVICES	00101130.541000.	55.80
	LAURIE HUGDAHL		00101130.541000.	74.40
	LAURIE HUGDAHL		00101130.541000.	89.90
58863	PETROCARD SYSTEMS INC	FUEL CONSUMED	00100020.532000.	56.83
	PETROCARD SYSTEMS INC		00102020.532000.	354.79
	PETROCARD SYSTEMS INC		00103222.532000.	4,724.26
	PETROCARD SYSTEMS INC		00105380.532000.	527.03
	PETROCARD SYSTEMS INC		10111230.532000.	1,401.90
	PETROCARD SYSTEMS INC		40143880.532000.	4,926.95
	PETROCARD SYSTEMS INC		41046060.532000.	2,824.89
	PETROCARD SYSTEMS INC		50200050.532000.	168.15
58864	PICK OF THE LITTER DESIGN, INC.	GRAPHIC DESIGN	00100720.541000.	780.00
58865	PROTHMAN COMPANY	STREET MAINT SUPERVISOR SEARCH	10111230.541000.	1,918.87

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/15/2009 TO 10/21/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58866	PUGET SOUND SECURITY PATROL INC.	SECURITY SERVICES	00100030.541000.	717.50
	PUGET SOUND SECURITY PATROL INC.		00100050.541000.	2,152.50
58867	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #418-001-612-5	00100010.547000.	2,892.12
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #345-002-210-2-DEERING AR	00105380.547000.	15.25
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #341-007-063-9-DEERING	00105380.547000.	149.68
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #490-001-155-4	00112572.547000.	2,974.83
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #343-042-303-2	10110463.547000.	527.07
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #609-000-699-7	10111864.547000.	70.84
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #564-001-175-4	10111864.547000.	96.15
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #500-001-942-1	40140180.547000.	7.23
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #540-011-293-3	40140180.547000.	92.44
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #335-001-900-0	40140180.547000.	1,094.83
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #401-001-485-2	40140180.547000.	2,266.38
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #224-078-532-5	40141580.547000.	1,983.67
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #538-011-915-5	40142280.547000.	87.08
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #243-001-286-0	40142280.547000.	215.48
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #399-001-695-2	40142480.547000.	35.44
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #370-002-191-2	40142480.547000.	4,879.94
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #461-029-794-9	40142480.547000.	8,860.11
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #447-001-040-8	40142480.547000.	13,261.65
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #543-001-067-7	40143410.547000.	27.41
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #289-075-529-7	40143780.547000.	1,235.10
58868	QUILCEDA CREEK MANOR II, LLC	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
58869	RAMGAR, LLC		00100321.319000.	50.00
58870	TAMARA ROBBINS	INSTRUCTOR SERVICES	00105250.541020.	131.25
58871	ROBINETT CAPITAL ASSETS	UB 982915790000 2915 79TH AVE	401.122130.	36.93
58872	DONNA ROOKE	WATER/SEWER CONSERVATION REBA	40143410.549070.	50.00
58873	ROY ROBINSON CHEVROLET	WASHER PUMP,FLUID LVL SENSOR,R	50100065.534000.	125.05
58874	JUSTINE SHELTON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58875	SMITH, NORMA JEAN & RICHARD	UB 910800000002 1924 3RD ST	401.122110.	225.40
58876	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES 9/09	41046060.551000.	120,534.00
58877	SOLID WASTE SYSTEMS INC	DRIVER ARM WELD	41046060.548000.	1,037.52
58878	SOUND PUBLISHING INC	AD-HOTEL/MOTEL	00101130.544000.	58.37
58879	SOUND PUBLISHING INC	WEBSITE ADS-PRKS&REC	00105120.544000.	75.00
58880	SOUND PUBLISHING INC	AD-SEASONAL LABORER	00105120.544000.	85.26
58881	SOUND PUBLISHING INC	GLOBE AD-GOLF	42047267.544000.	150.00
58882	SOUND SAFETY PRODUCTS CO INC	EMERGENCY BACKPACK-CITY HALL	00103530.531000.	199.75
58883	STATE AVENUE PLAZA, LLC	MONTHLY LEASE @ 1015 STATE AVE	00101250.545000.	28,000.00
58884	WASHINGTON STATE PATROL	BACKGROUND CHECKS	00100310.541000.	440.00
58885	JODI STEVENS	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58886	TITLE MANAGEMENT AGENCY	UB 290800000001 6000 135TH PL	401.122110.	364.18
58887	TITLEIST	WINTER CAPS	420.141100.	136.24
	TITLEIST	PINNACLE LOGO BALLS	420.141100.	390.52
	TITLEIST	GOLF BAGS	420.141100.	479.36
	TITLEIST	GOLF GLOVES	420.141100.	779.78
58888	DEPT OF TRANSPORTATION NW REGION	SEPA MITIGATION FEES	101.237010.	50,244.18
58889	TULALIP RESORT CASINO	REFUND TO CORRECT JULY BILLING	40142343.334072.	2,193.92
	TULALIP RESORT CASINO	REFUND TO CORRECT MAY BILLING	40142343.334072.	3,583.59
	TULALIP RESORT CASINO	REFUND TO CORRECT JULY BILLING	40157343.335064.	1,401.67
58890	UNITED PIPE & SUPPLY INC	AMR METER-CASCADE SCHOOL	40140980.531000.	1,656.16
58891	UNITED RENTALS	TRIGGER MECHANISM	10110770.548000.	14.54
58892	UTILITIES UNDERGROUND LOCATION CTR	EXCAVATION NOTICE 9/09	40141180.541000.	440.80

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/15/2009 TO 10/21/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58893	VALLEY FREIGHTLINER INC	REFUND CORE CHRG	50100065.534000.	-156.38
	VALLEY FREIGHTLINER INC	AIR DRYER ASSY W/CORE CHRG	50100065.534000.	347.82
58894	VERIZON NORTHWEST	ACCT #404449227007	00100050.542000.	256.80
	VERIZON NORTHWEST		00100310.531000.	60.78
	VERIZON NORTHWEST	ACCT #109471572710	00103121.542000.	57.03
	VERIZON NORTHWEST		00105120.542000.	79.99
	VERIZON NORTHWEST	ACCT #102857559902	00112572.542000.	103.14
58895	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	00105380.531400.	568.44
58896	WEBCHECK	WEBCHECK CANOPY SRVC 9/09	00143523.541000.	675.00
58897	WEST PAYMENT CENTER	WEST INFO CHARGES 9/09	00105515.549000.	448.55
58898	KATHY WEST	REFUND CLASS FEES	00110347.376009.	35.00
58899	WESTERN FACILITIES SUPPLY INC	JANITORIAL SUPPLIES-RESTAURANT	42047165.531700.	295.18
58900	WESTERN PETERBILT INC	AIR RIDE SEAT ASSEMBLY	41046060.548000.	625.53
	WESTERN PETERBILT INC	BRK LIGHT ACTIVATION AIR SWITC	50100065.534000.	101.65
	WESTERN PETERBILT INC	FLIPPER VALVE	50100065.534000.	221.58
	WESTERN PETERBILT INC	P/S PUMP,HYDRAULIC PUMP GSKT	50100065.534000.	461.42
	WESTERN PETERBILT INC	AIR BRK VALVE,AIR DRYER & STEP	50100065.534000.	993.88
58901	WILL, SHANE	MILEAGE-CENSUS SUNNYSIDE	00102020.543000.	9.35
58902	MICHAEL ZHELEZNYAK	INTERPRETER SERVICES	00102515.549000.	123.10

WARRANT TOTAL:

577,992.13

VOIDS

CHECK #31501	CHECK LOST IN MAIL	(.56)
CHECK #36569	CHECK LOST IN MAIL	(9.35)
CHECK #42072	CHECK LOST IN MAIL	(26.70)
CHECK #42449	CHECK LOST IN MAIL	(6.00)
CHECK #44239	CHECK LOST IN MAIL	(242.00)
CHECK #53274	CHECK OVER 180 DAY	(364.18)

REASON FOR VOIDS:

INITIATOR ERROR
 WRONG VENDOR
 CHECK LOST IN MAIL

577,343.34

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2009

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY: <i>JK</i>	
	MAYOR <i>JK</i>	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

<p>RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the October 28, 2009 claims in the amount of \$1,009,012.10 paid by Check No.'s 58903 through 59034 with Check No.'s 24294, 25096, 25224, 26023, 26352, 26353, 26512, 26555, 26913, 27833, 27853, 27858, 28451, 28806, 29016, 29371, 29656, 29845, 29871, 30145, 30155, 30379, 30723, 30945, 31000, 31431, 31647, 32162, 32177, 32239, 32475, 32549, 32857, 32871, 32938, 33000, 33009, 33131, 33307, 33388, 33432, 33474, 33493, 33498, 33505, 33509, 33522, 33527, 33528, 33536, 33567, 33573, 33588, 33589, 33752, 33761, 34081, 34091, 34299, 34522, 34858, 34875, 34923, 35204, 35328, 35331, 35501, 35714, 35845, 35936, 35998, 36334, 36380, 36790, 36791, 37106, 37119, 37596, 37808, 37989, 38359, 38482, 38801, 38894, 39060, 39103, 39214, 39300, 39312, 39688, 40183, 40754, 40781, 41010, 41186, 41347, 42103, 42115, 42981, 43637, 43643, 43855, 44164, 45988, 46471, 46673, 47460, 54891, 58338 & 58843 voided.</p>
<p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-10

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIMS IN THE AMOUNT OF \$1,009,012.10 PAID BY CHECK NO.'S 58903 THROUGH 59034 WITH CHECK NUMBER'S 24294, 25096, 25224, 26023, 26352, 26353, 26512, 26555, 26913, 27833, 27853, 27858, 28451, 28806, 29016, 29371, 29656, 29845, 29871, 30145, 30155, 30379, 30723, 30945, 31000, 31431, 31647, 32162, 32177, 32239, 32475, 32549, 32857, 32871, 32938, 33000, 33009, 33131, 33307, 33388, 33432, 33474, 33493, 33498, 33505, 33509, 33522, 33527, 33528, 33536, 33567, 33573, 33588, 33589, 33752, 33761, 34081, 34091, 34299, 34522, 34858, 34875, 34923, 35204, 35328, 35331, 35501, 35714, 35845, 35936, 35998, 36334, 36380, 36790, 36791, 37106, 37119, 37596, 37808, 37989, 38359, 38482, 38801, 38894, 39060, 39103, 39214, 39300, 39312, 39688, 40183, 40754, 40781, 41010, 41186, 41347, 42103, 42115, 42981, 43637, 43643, 43855, 44164, 45988, 46471, 46673, 47460, 54891, 58338 & 58843 VOIDED ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Andy Gumpson
AUDITING OFFICER 11/3/09
DATE

Dennis L. Kardul
MAYOR 11/3/09
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED CLAIMS ON THIS 28th DAY OF OCTOBER 2009.

COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/22/2009 TO 10/28/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58903	ABC LEGAL SERVICES INC.	MESSENGER SERVICE	00105515.549000.	125.00
58904	ACCURINT	BACKGROUND AND INTEL INVESTIGA	00103010.541000.	84.60
58905	AM TEST INC	LAB SAMPLES	40140780.541000.	170.00
	AM TEST INC	WATER BACTERIOLOGICAL ANALYSIS	40140780.541000.	890.00
58906	AMERICAN STONE	ROCK	00105380.531000.	204.18
58907	ANDES LAND SURVEYING	136TH/45TH MONUMENT REPLACEME	00100020.541000.	800.00
58908	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	15.27
	ARAMARK UNIFORM SERVICES		42047165.526000.	15.27
	ARAMARK UNIFORM SERVICES		42047165.526000.	15.27
58909	ARMOR HOLDINGS FORENSICS	REPAIR FINGERPRINTING MACHINE	00103960.548000.	296.99
58910	BRIAN CHARLES ASHBACH	PUBLIC DEFENDER	00105515.541040.	62.50
	BRIAN CHARLES ASHBACH		00105515.541040.	100.00
58911	MICHAEL ASPEN	INSTRUCTOR SERVICES	00105120.541020.	189.00
58912	BERGER/ABAM ENGINEERS INC	PAY ESTIMATE # 14, CONTRACT #	30500030.563000.R0604	45,714.85
58913	BLACK ROCK CABLE, INC.	FIBER INSTALLATION 1635 GROVE&	40220594.563000.W0807	25,452.00
58914	BLUMENTHAL UNIFORMS & EQUIPMENT	MAG POUCH-KING, J	00103121.526000.	21.71
	BLUMENTHAL UNIFORMS & EQUIPMENT	CUFF CASE-KING, J	00103121.526000.	23.35
	BLUMENTHAL UNIFORMS & EQUIPMENT	HOLSTER,MAGCHARGER-KING, J	00103121.526000.	437.52
	BLUMENTHAL UNIFORMS & EQUIPMENT	CREDIT-VEST/WOODS	00103222.526000.	-814.50
	BLUMENTHAL UNIFORMS & EQUIPMENT	BOOT CREDIT-CARLILE	00103222.526000.	-184.57
	BLUMENTHAL UNIFORMS & EQUIPMENT	BOOTS-CARLILE	00103222.526000.	249.73
	BLUMENTHAL UNIFORMS & EQUIPMENT	VEST-WOODS	00103222.526000.	814.50
	BLUMENTHAL UNIFORMS & EQUIPMENT	BOOT CREDIT-WALLACE	00103960.526000.	-156.36
58915	BOTACH TACTICAL	HELMETS	103.231700.	-283.80
	BOTACH TACTICAL		10308521.535000.0906	3,583.80
58916	RAE BOYD, APRN, BC	INMATE CARE 9/09	00103960.541000.	2,925.00
58917	BRINKS INC	ARMORED TRUCK SRVCS 10/09	00100050.541000.	289.86
	BRINKS INC		00102020.541000.	148.85
	BRINKS INC		00103010.541000.	289.86
	BRINKS INC		00143523.541000.	289.86
	BRINKS INC		40143410.541000.	148.85
	BRINKS INC		42047061.541000.	136.86
58918	SHERYL BROSSARD	REFUND SECURITY DEPOSIT	001.239100.	200.00
58919	DOUG BUELL	REIMBURSE OFFICE SUPPLIES	00100720.531000.	94.41
58920	BUILDERS EXCHANGE	PUBLISH PROJECT ONLINE	40230594.563000.S R&R	45.00
58921	CAPTAIN DIZZYS EXXON	CAR WASH-PW DEPT 9/09	00100020.541000.	4.50
	CAPTAIN DIZZYS EXXON	CAR WASHES-POLICE DEPT 9/09	00103222.548000.	40.50
	CAPTAIN DIZZYS EXXON		00103630.548000.	4.50
58922	CASCADE NATURAL GAS	NATURAL GAS SRVC-STILLY	40141580.547000.	367.00
58923	CDW GOVERNMENT INC	ESPRESSION WEB MEDIA	50300090.531000.	27.16
	CDW GOVERNMENT INC	ESPRESSION WEB LICENSE	50300090.531000.	262.85
	CDW GOVERNMENT INC	PS TRADE UP AND SUPPORT RENEWA	50300090.531000.	584.27
	CDW GOVERNMENT INC	FIRESIDE SUPPORT RENEWAL	50300090.541000.	2,006.30
58924	COMCAST	MONTHLY BROADBAND CHARGES	50300090.531000.	169.95
58925	COMMERCIAL FIRE PROTECTION	RECHARGE AND TAG FIRE EXT	501.141100.	33.00
58926	CONVERGENT TECHNOLOGY	REFUND ELECTRICAL PERMIT/FEES	001.237030.	4.50
	CONVERGENT TECHNOLOGY		00107345.358200.	3,121.46
58927	CO-OP SUPPLY	JANITORIAL SUPPLIES	42047165.531700.	28.21
58928	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	1,616.50
58929	WA DEPT OF CORRECTIONS	WORK CREW 9/09	00105380.549000.	950.15
	WA DEPT OF CORRECTIONS		40141580.549000.	108.18
	WA DEPT OF CORRECTIONS		40143410.549000.	127.99

CITY OF MARYSVILLE
INVOICE LIST
 FOR INVOICES FROM 10/22/2009 TO 10/28/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58930	VONNIE CRAWFORD	INSTRUCTOR SERVICES	00105250.541020.	180.00
58931	CUZ CONCRETE PRODUCTS	CONCRETE CATCH BASINS,CI FRAME	40145040.549200.M0921	1,829.69
58932	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICES	00103010.541000.	38.00
	DATABASE SECURE RECORDS DESTRUCTIO		00103121.541000.	37.43
	DATABASE SECURE RECORDS DESTRUCTIO		00103222.541000.	37.43
	DATABASE SECURE RECORDS DESTRUCTIO		00103960.541000.	37.43
	DATABASE SECURE RECORDS DESTRUCTIO		00104190.531000.	36.87
58933	DEAVER ELECTRIC	CONDUIT INSTALL @ STILLY	40220594.563000.W0807	2,218.34
58934	ANNA DOLL	REFUND CLASS FEES	00110347.376007.	61.00
58935	DRUG BUY FUND	REPLENISH DRUG BUY FUND	00103222.549010.	1,000.00
58936	E&E LUMBER INC	COPPER PIPE	00100010.531000.	13.88
	E&E LUMBER INC	HOT WATER TANK PARTS	00100010.531000.	36.44
	E&E LUMBER INC	CONCRETE	00105380.531000.	6.41
	E&E LUMBER INC	HALOGEN BULB	00105380.531000.	7.06
	E&E LUMBER INC	CONCRETE	00105380.531000.	12.81
	E&E LUMBER INC		00105380.531000.	16.02
	E&E LUMBER INC	SANDING DISC,COVER,BRUSHES	00105380.531000.	95.93
	E&E LUMBER INC	LUMBER	00105580.548000.	113.12
	E&E LUMBER INC	PARTS TO REPAIR LIBRARY	00112572.531000.	29.07
	E&E LUMBER INC	LUMBER,SAW BLADES,BITS	40140080.549000.M0950	106.93
	E&E LUMBER INC	LUMBER	40142480.548000.	22.21
	E&E LUMBER INC	SCOOP,SIMPLE GREEN,TORCH KIT	501.141100.	291.80
58937	SNO CO DEPT OF EMERGENCY MANAGEME	EMERGENCY SRVCS 3RD&4TH QTR 20	00100090.549000.	19,419.50
58938	EMPLOYMENT SECURITY DEPARTMENT	EMPLOYMENT CHECKS	00103222.551000.	11.50
58939	EVERETT TIRE & AUTOMOTIVE	(4) TIRES	501.141100.	383.84
	EVERETT TIRE & AUTOMOTIVE	(5) TIRES	501.141100.	512.73
58940	EXTRON ELECTRONICS	VSC SCAN CONVERTER	001.231700.	-19.67
	EXTRON ELECTRONICS		00100720.541000.	248.38
58941	FARWEST GOLF CARS OF WA INC	GOLF CART REPAIRS	42047165.548000.	142.54
58942	FBINAA WASHINGTON CHAPTER	TRAINING AND LUNCHEON	00103010.543000.	35.00
	FBINAA WASHINGTON CHAPTER		00103010.543000.	35.00
58943	CHRIS FLOYD	INSTRUCTOR SERVICES	00105120.541020.	2,647.56
58944	JANET FOLEY		00105120.541020.	204.00
58945	FOOTJOY	SHOES	420.141100.	141.03
58946	GARY WRIGHT REALTY	UB 986808370000 6808 37TH ST N	401.122120.	66.40
58947	GENERAL CHEMICAL CORP	ALUM SULFATE	40142480.531320.	3,327.25
58948	GOLF PUMPING SERVICES	REPLACE PRESSURE RELIEF VALVE	42047165.531920.	969.80
58949	GRAINGER INC	DEHUMIDIFIER	40140280.531000.	190.42
	GRAINGER INC	HARD HAT VEHICLE RACKS	40143410.531000.	64.77
	GRAINGER INC	HARD HAT RACKS	40143410.531000.	148.83
	GRAINGER INC	COMPRESSOR PUMP	42047165.548000.	280.10
58950	CONTRACTORS SUPPLY CORPORATION	SHACKLE,PIN HOOK CLIPS,TAMPER	10110130.531000.	114.51
58951	HAGGEN, INC.	BUDGET MTG LUNCH	00100060.549000.	15.37
	HAGGEN, INC.		00100110.549000.	15.34
	HAGGEN, INC.		00100310.549000.	15.34
	HAGGEN, INC.		00101023.549000.	15.37
	HAGGEN, INC.		00102020.549000.	15.34
	HAGGEN, INC.		00103010.549000.	15.34
	HAGGEN, INC.		00105380.549000.	15.34
58952	HARRIS & ASSOCIATES	PAY ESTIMATE # 17	30500030.563000.R0301	79,931.91
58953	HD FOWLER COMPANY	BRASS COUPLINGS	401.141400.	69.39
	HD FOWLER COMPANY	ANGLE METER VALVE	401.141400.	161.86

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 10/22/2009 TO 10/28/2009**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58953	HD FOWLER COMPANY	COPPER TUBING	401.141400.	346.65
	HD FOWLER COMPANY	METER GASKETS,COPPER TUBING	401.141400.	408.55
	HD FOWLER COMPANY	QUICK JOINT 90* ELL,BRASS ADAP	401.141400.	419.74
	HD FOWLER COMPANY	4" MJ CAP	40140480.531000.	35.65
	HD FOWLER COMPANY	MISC PARTS	40142280.548000.	40.56
	HD FOWLER COMPANY	PVC PIPE	40220594.563000.W0604	16,822.14
	HD FOWLER COMPANY	IRRIGATION UNION	42047165.531920.	27.63
	HD FOWLER COMPANY	SLIP COUPLINGS	42047165.531920.	81.03
	HD FOWLER COMPANY	DUCT TAPE	501.141100.	65.87
	HD FOWLER COMPANY	RED DUCT TAPE	501.141100.	65.87
58954	HD SUPPLY WATERWORKS, LTD	PIPE,BENDS,SLEEVES,RESTRAINER	40141380.548000.M0656	7,691.05
58955	DEPARTMENT OF HEALTH	WATERSHED INSPECTION & REPORT	40140780.541000.	1,489.00
58956	DALE HECKENDORF	REFUND CLASS FEES	00110347.376007.	61.00
58957	MERILEE HEFFRON		00110347.376009.	100.00
58958	DEPT OF INFORMATION SERVICES	TELECOMMUNICATION SERVICES	00104190.551000.	1,121.80
58959	INTEGRA TELECOM	ACCT #010495321	00100020.542000.	125.91
	INTEGRA TELECOM		00100050.542000.	171.69
	INTEGRA TELECOM		00100110.542000.	50.12
	INTEGRA TELECOM		00100310.542000.	60.31
	INTEGRA TELECOM		00100720.542000.	13.34
	INTEGRA TELECOM		00101023.542000.	69.55
	INTEGRA TELECOM		00101130.542000.	37.24
	INTEGRA TELECOM		00102020.542000.	349.20
	INTEGRA TELECOM		00103010.542000.	99.07
	INTEGRA TELECOM		00103121.542000.	120.10
	INTEGRA TELECOM		00103222.542000.	425.85
	INTEGRA TELECOM		00103528.542000.	22.91
	INTEGRA TELECOM		00103630.542000.	11.44
	INTEGRA TELECOM		00103960.542000.	126.88
	INTEGRA TELECOM		00104190.542000.	163.67
	INTEGRA TELECOM		00104230.542000.	13.11
	INTEGRA TELECOM		00105120.542000.	148.76
	INTEGRA TELECOM		00105250.542000.	25.38
	INTEGRA TELECOM		00105515.542000.	62.35
	INTEGRA TELECOM		00143523.542000.	89.45
	INTEGRA TELECOM		10111230.542000.	80.86
	INTEGRA TELECOM		40142480.542000.	120.66
	INTEGRA TELECOM		40143410.542000.	243.21
	INTEGRA TELECOM		41046170.542000.	11.40
	INTEGRA TELECOM		42047061.542000.	61.56
	INTEGRA TELECOM		50100065.542000.	36.01
	INTEGRA TELECOM		50148058.542000.	11.45
	INTEGRA TELECOM		50200050.542000.	23.40
	INTEGRA TELECOM		50300090.542000.	102.41
58960	IRON MOUNTAIN QUARRY LLC	GRAVEL	40140580.531000.	365.36
	IRON MOUNTAIN QUARRY LLC	3/4" MINUS	40230594.563000.S R&R	258.57
58961	PAUL KINNEY	REIMBURSE JEANS EXPENSE	40143410.526300.	8.10
58962	DEBBI KOCH	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
58963	JENNIFER KUEHN		001.239100.	100.00
58964	DEPARTMENT OF LABOR & INDUSTRIES	3RD QTR 2009	00100050.524000.	11.71
	DEPARTMENT OF LABOR & INDUSTRIES		00102020.524000.	246.38
	DEPARTMENT OF LABOR & INDUSTRIES		00105120.524000.	99.14

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/22/2009 TO 10/28/2009

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58964	DEPARTMENT OF LABOR & INDUSTRIES	3RD QTR 2009	00105250.524000.	298.12
	DEPARTMENT OF LABOR & INDUSTRIES		00105515.549000.	134.71
58965	LAKESIDE INDUSTRIES	ASHPALT	40140480.531000.	608.51
58966	LALITA LATRAY	REFUND CLASS FEES	00110347.376009.	45.00
58967	DEPT OF LICENSING	BANKS, MICHAEL (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	BAYLINSON, WARREN (ORIGINAL)	001.237020.	18.00
	DEPT OF LICENSING	LIMA, RICHARD A (ORIGINAL)	001.237020.	18.00
58968	MARYSVILLE NOON ROTARY CLUB	ANNUAL DUES	00100110.549000.	329.00
58969	MARYSVILLE PRINTING	BUSINESS CARDS-ROCHON, P	00102020.531000.	113.92
58970	MARYSVILLE SCHOOL DISTRICT #25	TMS FACILITY USAGE FEES	00105120.531091.	23.38
	MARYSVILLE SCHOOL DISTRICT #25	MMS FACILITY USAGE FEES	00105120.531091.	165.75
58971	CITY OF MARYSVILLE	ULID 12 PRINCIPAL & INTEREST	42047079.579000.	1,552.80
	CITY OF MARYSVILLE		42047079.583000.	434.78
58972	MERLINO BROTHERS LLC	PAY ESTIMATE # 4	101.223400.	-50.19
	MERLINO BROTHERS LLC		10111561.531000.	1,003.89
	MERLINO BROTHERS LLC	SIDEWALK,CURB & GUTTER	402.223400.	-382.05
	MERLINO BROTHERS LLC		40220594.563000.W R&R	7,641.00
58973	YAN JUAN LIU MOEN	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
58974	NELSON PETROLEUM	GASOLINE AND DIESEL CONSUMED	42047165.532000.	698.42
58975	NEPTUNE TECHNOLOGY GROUP, INC.	2009 DELIVERY # 1	40220594.563000.W0607	499,190.11
58976	NEXTEL COMMUNICATIONS	NEXTEL EQUIPMENT	10400022.549000.0914	130.31
58977	ESTHER NICOLAS	REIMBURSE MILEAGE	50300090.543000.	134.10
58978	NORTH COAST ELECTRIC COMPANY	CONDUIT,MISC FITTINGS	40140180.531000.	161.75
58979	NORTHUP GROUP	PRE-EMPLOYMENT CHECKS	00103010.541000.	680.00
58980	NORTHWEST CASCADE INC	HONEY BUCKET	00105380.545000.	103.33
58981	NW WASHINGTON CHAPTER OF ICC	MEMBERSHIP DUES-DORCAS	00102020.549000.	15.00
58982	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	41.84
	OFFICE DEPOT		00100110.531000.	174.03
	OFFICE DEPOT		00101023.531000.	22.79
	OFFICE DEPOT		00102020.531000.	41.83
	OFFICE DEPOT		00102020.531000.	47.80
	OFFICE DEPOT		00102020.531000.	52.26
	OFFICE DEPOT		00103222.531000.	145.00
	OFFICE DEPOT		00103960.531000.	15.30
	OFFICE DEPOT		00104190.531000.	16.33
	OFFICE DEPOT		00104190.531000.	43.00
	OFFICE DEPOT		00105380.531000.	147.35
	OFFICE DEPOT		40143410.531000.	20.52
	OFFICE DEPOT		40143410.531000.	41.83
	OFFICE DEPOT		50100065.531000.	6.97
	OFFICE DEPOT		50200050.531000.	6.97
	OFFICE DEPOT		50300090.531000.	5.73
	OFFICE DEPOT		50300090.531000.	54.02
	OFFICE DEPOT		50300090.531000.	98.94
58983	OFFICE INTERIORS INC	MENS LOCKER ROOM LOCKERS	00100010.548000.G0902	18,844.27
58984	OFFICE OF MINORITY AND WOMENS	MEMBERSHIP DUES	00100090.549000.	250.00
58985	MONICA OLASON	INSTRUCTOR SERVICES	00105120.541020.	345.60
58986	OTAK	PAY ESTIMATE # 46	40145040.541000.D0720	1,682.00
	OTAK	PAY ESTIMATE # 45	40145040.541000.D0720	6,736.75
58987	PACIFIC POWER PRODUCTS	UNIVERSAL	42047165.548000.	128.14
	PACIFIC POWER PRODUCTS	SPINDLE ASSEMBLY	42047165.548000.	435.25
58988	THE PARTS STORE	IMPACT SOCKET	40140980.531000.	5.96

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
58988	THE PARTS STORE	REFUND BULB	501.141100.	-6.60
	THE PARTS STORE	OIL FILTER	501.141100.	2.80
	THE PARTS STORE	AIR FILTERS	501.141100.	43.05
	THE PARTS STORE	LAMPS,OIL AND AIR FILTERS	501.141100.	150.69
58989	PETROCARD SYSTEMS INC	FUEL CONSUMED	00100020.532000.	113.84
	PETROCARD SYSTEMS INC		00102020.532000.	390.32
	PETROCARD SYSTEMS INC		00103222.532000.	4,123.33
	PETROCARD SYSTEMS INC		00105380.532000.	962.17
	PETROCARD SYSTEMS INC		10111230.532000.	1,122.94
	PETROCARD SYSTEMS INC		40143880.532000.	5,097.21
	PETROCARD SYSTEMS INC		41046060.532000.	2,854.02
	PETROCARD SYSTEMS INC		50200050.532000.	258.44
	PETROCARD SYSTEMS INC		50300090.542000.	41.07
58990	PING	CREDIT: CLUBS	420.141100.	-274.00
	PING	GRIPS	420.141100.	26.33
	PING	GOLF BAG	420.141100.	111.72
	PING		420.141100.	127.67
	PING	GLOVES,HATS	420.141100.	941.31
58991	UNITED STATES POSTAL SERVICE	POSTAGE-PERMIT #80-KBSCC	00105250.544000.	100.41
58992	DARRELL PROBST	REFUND CLASS FEES	00110347.376007.	61.00
58993	PROFORCE MARKETING, INC	TASERS	10308521.535000.0932	1,776.53
58994	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #565-001-518-2	00100010.547000.	63.39
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #572-001-307-6	00105090.547000.	33.09
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #277-001-775-0	00105250.547000.	344.42
	PUD NO 1 OF SNOHOMISH COUNTY	AREA LIGHT @ EBAY	00105380.547000.	15.49
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #411-002-222-7	00105380.547000.	38.14
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #274-001-574-4	00105380.547000.	50.15
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #501-001-656-5	00105380.547000.	171.29
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #910-002-522-1	00105380.547000.	310.66
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #527-001-632-1	10110564.531000.	493.51
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #412-001-373-7	10111864.547000.	44.37
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #519-001-313-5	10111864.547000.	76.34
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #557-001-737-5	10111864.547000.	78.92
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #664-001-090-3	10111864.547000.	79.26
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #441-001-033-6	10111864.547000.	97.70
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #470-027-171-3	10111864.547000.	101.54
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #123-000-023-2	10111864.547000.	113.95
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #230-075-562-2	10111864.547000.	115.30
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #162-000-094-1	10111864.547000.	501.90
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #493-001-880-1	40140180.547000.	29.27
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #616-000-083-9	40140180.547000.	40.07
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #619-000-026-2	40142280.547000.	45.15
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #507-016-549-2	40142280.547000.	100.04
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #571-001-001-7	40142480.547000.	598.05
58995	PUGET SOUND SECURITY	SIGNAL CABINET CORES	30500030.563000.R0301	416.51
58996	VICKEY QUINTEL	INSTRUCTOR SERVICES	00105250.541020.	474.19
58997	ROSA M RANGEL	REFUND CLASS FEES	00110347.376009.	45.00
58998	REISENAUER, DIANE J	UB 651449000001 10213 61ST AVE	401.122110.	70.21
58999	REMAX TRINITY PROPERTIES	UB 640860000000 6207 96TH ST N	401.122110.	184.83
59000	RESIDENTIAL MANAGEMENT INC	UB 051014020005 5727 91ST PL N	401.122130.	66.01
59001	WASHINGTON STATE DEPARTMENT OF WASHINGTON STATE DEPARTMENT OF	UNCLAIMED PROPERTY	001.239100.	232.00
			00100050.531000.	77.02

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59001	WASHINGTON STATE DEPARTMENT OF	UNCLAIMED PROPERTY	00100050.543000.	32.90
	WASHINGTON STATE DEPARTMENT OF		00100050.549210.	98.02
	WASHINGTON STATE DEPARTMENT OF		00100310.549000.	9.37
	WASHINGTON STATE DEPARTMENT OF		00101130.511000.	30.00
	WASHINGTON STATE DEPARTMENT OF		00102020.541000.	60.00
	WASHINGTON STATE DEPARTMENT OF		00102515.541000.	195.00
	WASHINGTON STATE DEPARTMENT OF		00102515.549000.	106.50
	WASHINGTON STATE DEPARTMENT OF		00103222.531000.	5.20
	WASHINGTON STATE DEPARTMENT OF		00105120.511100.	399.48
	WASHINGTON STATE DEPARTMENT OF		00105120.531050.	11.66
	WASHINGTON STATE DEPARTMENT OF		00105120.531070.	38.00
	WASHINGTON STATE DEPARTMENT OF		00107322.321000.	261.40
	WASHINGTON STATE DEPARTMENT OF		00110347.376007.	61.00
	WASHINGTON STATE DEPARTMENT OF		00110347.376099.	105.00
	WASHINGTON STATE DEPARTMENT OF		00199513.541000.F0104	283.50
	WASHINGTON STATE DEPARTMENT OF		401.122100.	56.58
	WASHINGTON STATE DEPARTMENT OF		401.122110.	3,763.04
	WASHINGTON STATE DEPARTMENT OF		401.122130.	159.75
	WASHINGTON STATE DEPARTMENT OF		50100065.548000.	86.75
59002	REMEE REVOIR	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
59003	RH2 ENGINEERING INC	PAY ESTIMATE # 29	40220594.563000.W0605	126.00
59004	LYNN SCHROEDER	REIMBURSE MTG SUPPLIES,CALENDA	00100110.549000.	75.68
59005	SIMPLOT PARTNERS	FUNGICIDE	42047165.531930.	602.73
59006	ANGELA SLOAN	REFUND SECURITY DEPOSIT	001.239100.	200.00
59007	SOUND PUBLISHING INC	CALL FOR BIDS AD	40230594.563000.S R&R	206.54
59008	SOUND PUBLISHING INC	LEGAL ADS	00102020.544000.	749.83
59009	SOUND SAFETY PRODUCTS CO INC	FIRST AID KIT	501.141100.	55.23
	SOUND SAFETY PRODUCTS CO INC	JACKETS,SWEATERS,T-SHIRTS	501.141100.	133.58
	SOUND SAFETY PRODUCTS CO INC	GLOVES,FACE SHIELDS	501.141100.	262.76
	SOUND SAFETY PRODUCTS CO INC	T-SHIRTS,SWEATSHIRTS	501.141100.	387.05
59010	SPORT SUPPLY GROUP INC	WHITE SOCKET CAPS	00105120.531030.	14.11
59011	SPRINGBROOK NURSERY	GRAVEL	00105380.531000.	150.78
	SPRINGBROOK NURSERY		00105380.531000.	258.48
	SPRINGBROOK NURSERY	BRUSH DUMP FEE	40143410.549000.	20.00
	SPRINGBROOK NURSERY	GRIND BRUSH PILE AT OLD MILL S	40145040.548000.	2,497.80
59012	SRV CONSTRUCTION	PAY ESTIMATE # 2	402.223400.	-6,067.41
	SRV CONSTRUCTION		40250594.563000.D0902	131,783.88
59013	STRATEGIES 360 INC	PROFESSIONAL SERVICES	10111230.541000.	3,750.00
	STRATEGIES 360 INC		40143410.541000.	3,750.00
59014	THE STYLE SHOP	REFUND BUSINESS LICENSE FEES	00100321.319000.	50.00
59015	SUN MOUNTAIN SPORTS INC	MICRO CARTS,RAINSUITS	420.141100.	1,046.75
59016	SUNRISE ENVIRONMENTAL SCIENTIFIC	GRAFFITI REMOVER	501.141100.	182.89
59017	DEPT OF TRANSPORTATION NW REGION	CONSTRUCTION ENGINEERING 8/09	10200030.548000.M0910	321.69
59018	DEPT OF TRANSPORTATION NW REGION	REVIEW ENG PLANS 8/09	30500030.563000.R0604	1,130.41
59019	TYLER TECHNOLOGIES, INC.	MUNIS LICENSING AND SUPPORT	50300090.541000.	49,963.60
59020	UNITED PARCEL SERVICE	SHIPPING EXPENSE	00103222.541000.	89.60
	UNITED PARCEL SERVICE		40140080.548000.	66.21
59021	UNITED PIPE & SUPPLY INC	ANGLE METER STOP	401.141400.	296.48
	UNITED PIPE & SUPPLY INC	MISC PARTS FOR SUNNYSIDE	40140480.531000.	379.15
	UNITED PIPE & SUPPLY INC	MISC PARTS-CASCADE SCHOOL WATE	40140980.531000.	1,620.02
	UNITED PIPE & SUPPLY INC	FLOW TEST SERVICE	40141180.549000.	191.25
	UNITED PIPE & SUPPLY INC	PERF UNDERDRAIN	40145040.549200.M0921	361.56

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
59022	UNITED RENTALS	REBAR CUTTER BENDER RENTAL	40140080.549000.M0950	35.85
59023	UTILITIES SERVICE CO., INC.	RECON PUMP	40142280.548000.	2,944.90
59024	VERIZON NORTHWEST	ACCT #102954091901	50148058.542000.	52.93
59025	VERIZON NORTHWEST	BLACKBERRY CHARGES	00100020.542000.	58.17
	VERIZON NORTHWEST		00100050.542000.	58.17
	VERIZON NORTHWEST		00100110.542000.	116.38
	VERIZON NORTHWEST		00100310.542000.	58.17
	VERIZON NORTHWEST		00101023.542000.	58.17
	VERIZON NORTHWEST		00102020.542000.	58.17
	VERIZON NORTHWEST		00103010.542000.	58.17
	VERIZON NORTHWEST		00105120.542000.	58.17
	VERIZON NORTHWEST		00105515.542000.	116.35
	VERIZON NORTHWEST		40143410.542000.	58.17
59026	VERIZON	ACCT #0064811477782	40143410.542000.	79.99
59027	DANIEL VINSON	REIMBURSE PARKING FEES-AMPCO	00103121.543000.	50.00
59028	VWR INTERNATIONAL	VWR PAPER WEIGHING 4X4" PKG 50	00103222.531000.	42.07
59029	WA ASSOC OF BUILDING OFFICIALS	BUILDING DEPT CODES	00102020.549000.	3,030.67
59030	STEPHANIE WATROUS	REFUND CLASS FEES	00110347.376009.	50.00
59031	WESSPUR TREE EQUIPMENT	CHIPPER BLADE	50100065.534000.	317.87
59032	SHANE WILL	REIMBURSE JEAN/BOOT PURCHASE	00102020.526000.	276.28
59033	LISA WOOD	INSTRUCTOR SERVICES	00105120.541020.	140.00
	LISA WOOD		00105120.541020.	441.00
59034	WWGCSA	PESTICIDE LICENSE RECERTIFICAT	42047165.549000.	607.50
WARRANT TOTAL:				<u>1,015,082.02</u>

VOIDS

CHECK #24294	UNCLAIMED PROPERTY	(261.40)
CHECK #25096	UNCLAIMED PROPERTY	(1.84)
CHECK #25224	UNCLAIMED PROPERTY	(15.67)
CHECK #26023	UNCLAIMED PROPERTY	(11.46)
CHECK #26352	UNCLAIMED PROPERTY	(10.00)
CHECK #26353	UNCLAIMED PROPERTY	(19.70)
CHECK #26512	UNCLAIMED PROPERTY	(19.70)
CHECK #26555	UNCLAIMED PROPERTY	(10.60)
CHECK #26913	UNCLAIMED PROPERTY	(124.92)
CHECK #27833	UNCLAIMED PROPERTY	(24.95)
CHECK #27853	UNCLAIMED PROPERTY	(69.23)
CHECK #27858	UNCLAIMED PROPERTY	(33.50)
CHECK #28451	UNCLAIMED PROPERTY	(24.45)
CHECK #28806	UNCLAIMED PROPERTY	(11.66)
CHECK #29016	UNCLAIMED PROPERTY	(11.63)
CHECK #29371	UNCLAIMED PROPERTY	(102.18)
CHECK #29656	UNCLAIMED PROPERTY	(15.21)
CHECK #29845	UNCLAIMED PROPERTY	(39.16)
CHECK #29871	UNCLAIMED PROPERTY	(37.63)
CHECK #30145	UNCLAIMED PROPERTY	(30.25)
CHECK #30155	UNCLAIMED PROPERTY	(18.96)
CHECK #30379	UNCLAIMED PROPERTY	(11.44)
CHECK #30723	UNCLAIMED PROPERTY	(129.83)
CHECK #30945	UNCLAIMED PROPERTY	(25.00)
CHECK #31000	UNCLAIMED PROPERTY	(80.87)

REASON FOR VOIDS:

- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST IN MAIL
- UNCLAIMED PROPERTY

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ITEM AMOUNT</u>
CHECK #31431	UNCLAIMED PROPERTY	(146.50)	CHECK #36791	UNCLAIMED PROPERTY (16.61)
CHECK #31647	UNCLAIMED PROPERTY	(28.46)	CHECK #37106	UNCLAIMED PROPERTY (283.50)
CHECK #32162	UNCLAIMED PROPERTY	(58.00)	CHECK #37119	UNCLAIMED PROPERTY (58.00)
CHECK #32177	UNCLAIMED PROPERTY	(33.36)	CHECK #37596	UNCLAIMED PROPERTY (10.89)
CHECK #32239	UNCLAIMED PROPERTY	(37.80)	CHECK #37808	UNCLAIMED PROPERTY (58.81)
CHECK #32475	UNCLAIMED PROPERTY	(58.00)	CHECK #37989	UNCLAIMED PROPERTY (195.00)
CHECK #32549	UNCLAIMED PROPERTY	(105.00)	CHECK #38359	UNCLAIMED PROPERTY (134.52)
CHECK #32857	UNCLAIMED PROPERTY	(4.88)	CHECK #38482	UNCLAIMED PROPERTY (86.75)
CHECK #32871	UNCLAIMED PROPERTY	(8.23)	CHECK #38801	UNCLAIMED PROPERTY (21.75)
CHECK #32938	UNCLAIMED PROPERTY	(10.97)	CHECK #38894	UNCLAIMED PROPERTY (38.00)
CHECK #33000	UNCLAIMED PROPERTY	(159.97)	CHECK #39060	UNCLAIMED PROPERTY (136.23)
CHECK #33009	UNCLAIMED PROPERTY	(6.53)	CHECK #39103	UNCLAIMED PROPERTY (55.09)
CHECK #33131	UNCLAIMED PROPERTY	(3.38)	CHECK #39214	UNCLAIMED PROPERTY (32.94)
CHECK #33307	UNCLAIMED PROPERTY	(49.96)	CHECK #39300	UNCLAIMED PROPERTY (59.85)
CHECK #33388	UNCLAIMED PROPERTY	(48.92)	CHECK #39312	UNCLAIMED PROPERTY (60.00)
CHECK #33432	UNCLAIMED PROPERTY	(12.13)	CHECK #39688	UNCLAIMED PROPERTY (58.00)
CHECK #33474	UNCLAIMED PROPERTY	(12.15)	CHECK #40183	UNCLAIMED PROPERTY (5.20)
CHECK #33493	UNCLAIMED PROPERTY	(83.60)	CHECK #40754	UNCLAIMED PROPERTY (6.93)
CHECK #33498	UNCLAIMED PROPERTY	(34.83)	CHECK #40781	UNCLAIMED PROPERTY (9.88)
CHECK #33505	UNCLAIMED PROPERTY	(9.30)	CHECK #41010	UNCLAIMED PROPERTY (30.00)
CHECK #33509	UNCLAIMED PROPERTY	(26.24)	CHECK #41186	UNCLAIMED PROPERTY (28.64)
CHECK #33522	UNCLAIMED PROPERTY	(51.50)	CHECK #41347	UNCLAIMED PROPERTY (16.00)
CHECK #33527	UNCLAIMED PROPERTY	(11.66)	CHECK #42103	UNCLAIMED PROPERTY (138.30)
CHECK #33528	UNCLAIMED PROPERTY	(19.05)	CHECK #42115	UNCLAIMED PROPERTY (31.50)
CHECK #33536	UNCLAIMED PROPERTY	(19.86)	CHECK #42981	UNCLAIMED PROPERTY (34.64)
CHECK #33567	UNCLAIMED PROPERTY	(122.00)	CHECK #43637	UNCLAIMED PROPERTY (20.00)
CHECK #33573	UNCLAIMED PROPERTY	(74.15)	CHECK #43643	UNCLAIMED PROPERTY (29.53)
CHECK #33588	UNCLAIMED PROPERTY	(126.50)	CHECK #43855	UNCLAIMED PROPERTY (42.20)
CHECK #33589	UNCLAIMED PROPERTY	(8.38)	CHECK #44164	UNCLAIMED PROPERTY (68.80)
CHECK #33752	UNCLAIMED PROPERTY	(22.40)	CHECK #45988	UNCLAIMED PROPERTY (162.77)
CHECK #33761	UNCLAIMED PROPERTY	(5.26)	CHECK #46471	UNCLAIMED PROPERTY (28.33)
CHECK #34081	UNCLAIMED PROPERTY	(51.32)	CHECK #46673	UNCLAIMED PROPERTY (17.25)
CHECK #34091	UNCLAIMED PROPERTY	(155.30)	CHECK #47460	UNCLAIMED PROPERTY (25.62)
CHECK #34299	UNCLAIMED PROPERTY	(55.55)	CHECK #54891	CHECK LOST (8.10)
CHECK #34522	UNCLAIMED PROPERTY	(13.02)	CHECK #58338	CHECK LOST IN MAIL (200.00)
CHECK #34858	UNCLAIMED PROPERTY	(6.50)	CHECK #58843	INITIATOR ERROR (189.13)
CHECK #34875	UNCLAIMED PROPERTY	(11.56)		
CHECK #34923	UNCLAIMED PROPERTY	(4.49)		
CHECK #35204	UNCLAIMED PROPERTY	(159.88)		
CHECK #35328	UNCLAIMED PROPERTY	(61.00)		
CHECK #35331	UNCLAIMED PROPERTY	(196.29)		
CHECK #35501	UNCLAIMED PROPERTY	(10.89)		
CHECK #35714	UNCLAIMED PROPERTY	(45.00)		
CHECK #35845	UNCLAIMED PROPERTY	(8.75)		
CHECK #35936	UNCLAIMED PROPERTY	(20.32)		
CHECK #35998	UNCLAIMED PROPERTY	(29.38)		
CHECK #36334	UNCLAIMED PROPERTY	(68.67)		
CHECK #36380	UNCLAIMED PROPERTY	(123.11)		
CHECK #36790	UNCLAIMED PROPERTY	(109.92)		
				<u>1,009,012.10</u>

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2009

AGENDA ITEM: Payroll	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Blanket Certification	APPROVED BY: <i>[Signature]</i>	
	MAYOR <i>[Signature]</i>	CAO
BUDGET CODE:	AMOUNT:	

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the November 5, 2009 payroll in the amount \$1,283,564.55 Check No.'s 22006 through 22057.
COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2009

AGENDA ITEM: Contract Award: 47 th Ave NE Improvements Project	AGENDA SECTION: New Business	
PREPARED BY: Jeff Laycock, Project Engineer	APPROVED BY: <i>[Signature]</i>	
ATTACHMENTS: <ul style="list-style-type: none"> • Certified Bid Tabulation • Vicinity Map 	MAYOR	CAO
BUDGET CODE: 30500030.563000, R0701	AMOUNT: \$603,145.02	

DESCRIPTION:

The City was awarded \$200,000 (\$181,818 for construction and \$18,182 for design) from the Transportation Improvement Board (TIB) and \$604,350 (\$600,000 for construction, \$3,000 for education and \$1,500 for enforcement) in Safe Routes to School Funding to construct improvements on 47th Ave NE from Grove St to Armar Rd.

The project includes the construction of curb, gutter and sidewalk, sidewalk ramps to meet ADA standards, signal improvements, road widening, pavement pulverization and grading, overlay, and pavement markings to accommodate bicycle lanes and parking with necessary signage.

The project was advertised for a November 3, 2009 bid opening. The City received 25 bids as shown on the attached bid tabulation. The low bidder was Faber Brothers Construction. References have been checked and found to be satisfactory.

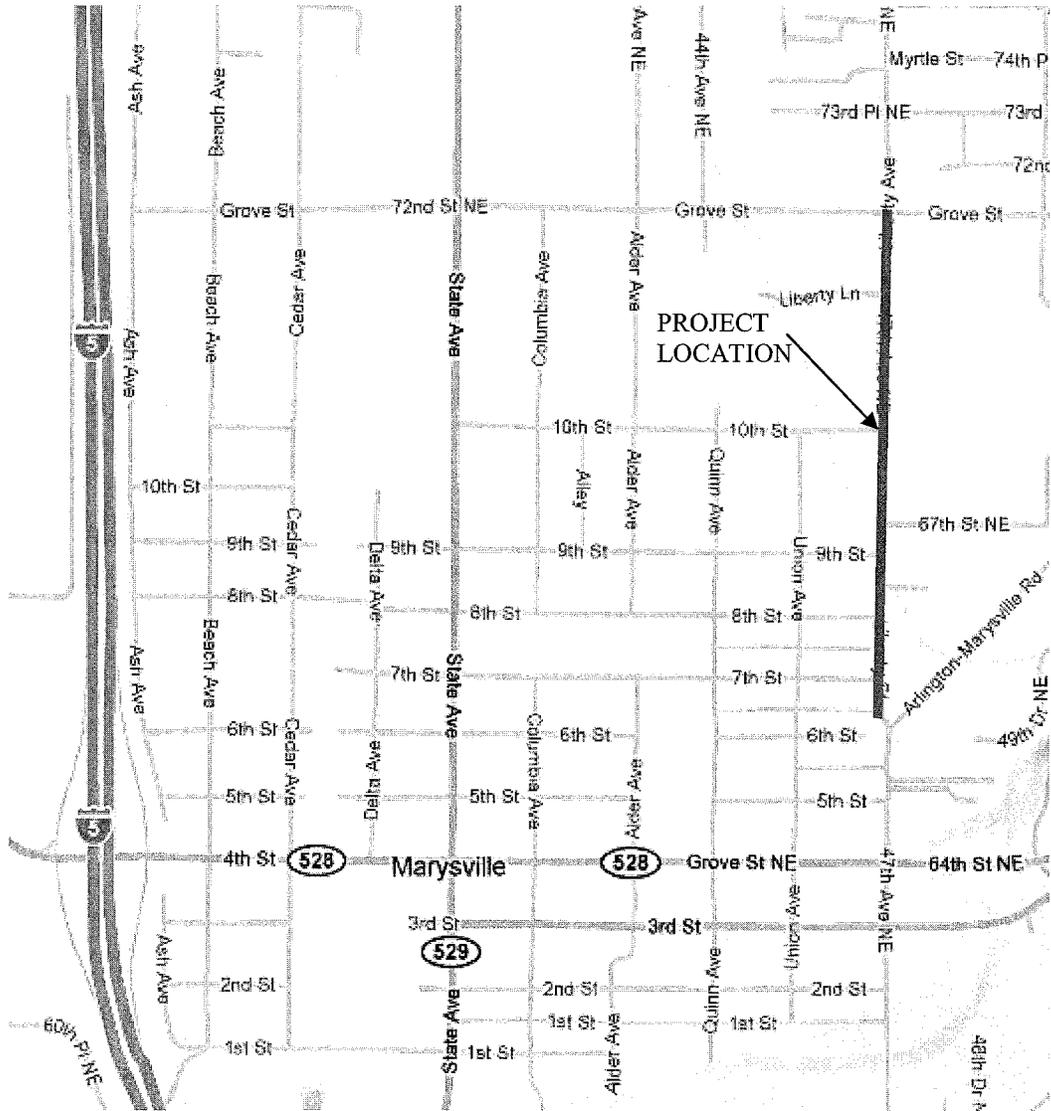
Contract Bid (Includes Sales Tax):	\$	523,145.02
<u>Management Reserve:</u>	\$	<u>80,000.00</u>
Total:	\$	603,145.02
Transportation Improvement Board Funds:	(\$	181,818.00)
<u>Safe Routes to School Funds:</u>	(\$	<u>600,000.00)</u>
City's Share:	\$	0

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to award the bid for the 47th Ave NE Improvements Project to Faber Brothers Construction in the amount of \$523,145.02 including Washington State Sales Tax and approve a management reserve of \$80,000 for a total allocation of \$603,145.02.

COUNCIL ACTION:

Vicinity Map





47th Ave NE Improvements Certified Bid Tab



Low Bidder

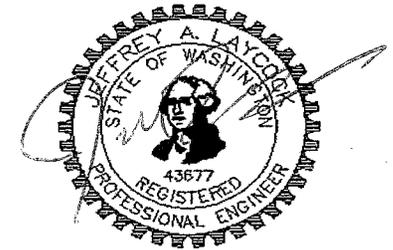
Section	Item	Description	Quantity	Units	Engineer's Estimate		Faber Brother Construction		RRJ Company LLC		Colarcurcio Brothers LLC		Thomco Construction, Inc	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	Minor Change	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1-05.5	2	Roadway Surveying	1	LS	\$10,000.00	\$10,000.00	\$6,569.22	\$6,569.22	\$6,611.00	\$6,611.00	\$4,600.00	\$4,600.00	\$4,500.00	\$4,500.00
1-07.15	3	SPCC Plan	1	LS	\$1,000.00	\$1,000.00	\$605.20	\$605.20	\$500.00	\$500.00	\$350.00	\$350.00	\$1,150.00	\$1,150.00
1-09.7	4	Mobilization	1	LS	\$55,136.00	\$55,136.00	\$10,928.70	\$10,928.70	\$16,660.00	\$16,660.00	\$22,000.00	\$22,000.00	\$38,700.00	\$38,700.00
1-10.5	5	Project Temporary Traffic Control	1	LS	\$70,000.00	\$70,000.00	\$34,587.10	\$34,587.10	\$13,600.00	\$13,600.00	\$45,000.00	\$45,000.00	\$60,000.00	\$60,000.00
2-01.5	6	Clearing and Grubbing	1	LS	\$15,000.00	\$15,000.00	\$6,722.40	\$6,722.40	\$11,300.00	\$11,300.00	\$10,250.00	\$10,250.00	\$6,000.00	\$6,000.00
2-02.5	7	Removal of Structure and Obstruction	1	LS	\$5,000.00	\$5,000.00	\$6,372.40	\$6,372.40	\$6,024.00	\$6,024.00	\$11,000.00	\$11,000.00	\$6,335.00	\$6,335.00
2-03.5	8	Roadway Excavation Incl. Haul	1,000	CY	\$25.00	\$25,000.00	\$16.90	\$16,900.00	\$18.60	\$18,600.00	\$13.30	\$13,300.00	\$8.10	\$8,100.00
2-03.5	9	Gravel Borrow Including Haul	100	TON	\$20.00	\$2,000.00	\$15.10	\$1,510.00	\$20.00	\$2,000.00	\$15.75	\$1,575.00	\$12.81	\$1,281.00
2-03.5	10	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$50.00	\$500.00	\$10.80	\$108.00	\$12.50	\$125.00	\$19.00	\$190.00	\$50.00	\$500.00
2-09.5	11	Shoring	1	LS	\$5,000.00	\$5,000.00	\$3,605.00	\$3,605.00	\$200.00	\$200.00	\$250.00	\$250.00	\$575.00	\$575.00
2-12.5	12	Construction Geotextile for Underground Drainage	1,100	SY	\$3.00	\$3,300.00	\$4.20	\$4,620.00	\$1.30	\$1,430.00	\$1.00	\$1,100.00	\$1.35	\$1,485.00
4-04.5	13	Crushed Surfacing Base Course	400	TON	\$30.00	\$12,000.00	\$17.50	\$7,000.00	\$28.00	\$11,200.00	\$18.75	\$7,500.00	\$14.95	\$5,980.00
4-04.5	14	Crushed Surfacing Top Course	700	TON	\$30.00	\$21,000.00	\$17.60	\$12,320.00	\$33.00	\$23,100.00	\$20.50	\$14,350.00	\$15.07	\$10,549.00
5-04.5	15	Roadway Pulverization and Grading	10,500	SY	\$7.00	\$73,500.00	\$1.70	\$17,850.00	\$3.15	\$33,075.00	\$3.25	\$34,125.00	\$2.88	\$30,240.00
5-04.5	16	Commercial HMA	100	TON	\$100.00	\$10,000.00	\$120.70	\$12,070.00	\$138.60	\$13,860.00	\$140.00	\$14,000.00	\$119.00	\$11,900.00
5-04.5	17	HMA CL 1" PG 64-22	700	TON	\$80.00	\$56,000.00	\$79.70	\$55,790.00	\$77.40	\$54,180.00	\$77.35	\$54,145.00	\$78.53	\$54,971.00
5-04.5	18	HMA CL 1/2" PG 64-22	1,500	TON	\$70.00	\$105,000.00	\$77.60	\$116,400.00	\$75.70	\$113,550.00	\$74.75	\$112,125.00	\$77.30	\$115,950.00
7-01.5	19	Underdrain Pipe 8 In. Diam.	650	LF	\$35.00	\$22,750.00	\$11.70	\$7,605.00	\$19.00	\$12,350.00	\$12.30	\$7,995.00	\$15.41	\$10,016.50
7-01.5	20	Gravel Backfill for Drains	230	CY	\$30.00	\$6,900.00	\$28.90	\$6,647.00	\$15.00	\$3,450.00	\$30.00	\$6,900.00	\$21.26	\$4,889.80
7-04.5	21	Schedule A Storm Sewer Pipe 8" Diam.	150	LF	\$40.00	\$6,000.00	\$18.50	\$2,775.00	\$27.50	\$4,125.00	\$37.00	\$5,550.00	\$31.48	\$4,722.00
7-05.5	22	Concrete Inlet	4	EA	\$1,000.00	\$4,000.00	\$447.80	\$1,791.20	\$650.00	\$2,600.00	\$870.00	\$3,480.00	\$711.00	\$2,844.00
7-05.5	23	Catch Basin Type 1	8	EA	\$1,200.00	\$9,600.00	\$517.30	\$4,138.40	\$700.00	\$5,600.00	\$1,020.00	\$8,160.00	\$1,006.00	\$8,048.00
7-05.5	24	Adjust Manhole	9	EA	\$500.00	\$4,500.00	\$315.50	\$2,839.50	\$350.00	\$3,150.00	\$435.00	\$3,915.00	\$410.00	\$3,690.00
7-12.5	25	Adjust Water Valve	30	EA	\$200.00	\$6,000.00	\$171.60	\$5,148.00	\$250.00	\$7,500.00	\$280.00	\$8,400.00	\$271.00	\$8,130.00
8-01.5	26	Erosion/Water Pollution Control	1	LS	\$5,000.00	\$5,000.00	\$5,521.20	\$5,521.20	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$9,500.00	\$9,500.00
8-02.5	27	Property Restoration	1	LS	\$10,000.00	\$10,000.00	\$8,288.50	\$8,288.50	\$3,600.00	\$3,600.00	\$7,200.00	\$7,200.00	\$3,000.00	\$3,000.00
8-04.5	28	Cement Conc. Traffic Curb and Gutter	2,000	LF	\$22.00	\$44,000.00	\$11.70	\$23,400.00	\$16.80	\$33,600.00	\$14.90	\$29,800.00	\$12.62	\$25,240.00
8-04.5	29	Cement Conc. Pedestrian Curb	230	LF	\$25.00	\$5,750.00	\$21.00	\$4,830.00	\$26.60	\$6,118.00	\$16.00	\$3,680.00	\$12.62	\$2,902.60
8-06.5	30	Cement Conc. Driveway Entrance	350	SY	\$45.00	\$15,750.00	\$36.10	\$12,635.00	\$47.00	\$16,450.00	\$39.60	\$13,860.00	\$34.14	\$11,949.00
8-09.5	31	Raised Pavement Marker Type 2	1.00	HUND	\$500.00	\$500.00	\$4.80	\$480.00	\$7.95	\$795.00	\$475.00	\$475.00	\$490.00	\$490.00
8-12.5	32	Replace Existing Fence	550	LF	\$50.00	\$27,500.00	\$36.70	\$20,185.00	\$29.00	\$15,950.00	\$31.00	\$17,050.00	\$35.53	\$19,541.50
8-13.5	33	Adjust Monument Case and Cover	1	EA	\$500.00	\$500.00	\$277.20	\$277.20	\$150.00	\$150.00	\$250.00	\$250.00	\$300.00	\$300.00
8-13.5	34	Monument Case and Cover	1	EA	\$1,000.00	\$1,000.00	\$630.00	\$630.00	\$250.00	\$250.00	\$335.00	\$335.00	\$400.00	\$400.00
8-14.5	35	Cement Conc. Driveway	40	SY	\$35.00	\$1,400.00	\$39.90	\$1,596.00	\$50.00	\$2,000.00	\$42.50	\$1,700.00	\$34.14	\$1,365.60
8-14.5	36	Cement Concrete Sidewalk	700	SY	\$35.00	\$24,500.00	\$27.70	\$19,390.00	\$37.00	\$25,900.00	\$27.50	\$19,250.00	\$24.74	\$17,318.00
8-14.5	37	Cement Conc. Sidewalk Ramp Type 2	12	EA	\$1,200.00	\$14,400.00	\$1,050.00	\$12,600.00	\$1,207.00	\$14,484.00	\$680.00	\$8,160.00	\$643.00	\$7,716.00
8-18.5	38	Collection Box Unit	3	EA	\$750.00	\$2,250.00	\$33.60	\$100.80	\$500.00	\$1,500.00	\$1,300.00	\$3,900.00	\$1,250.00	\$3,750.00
8-20.5	39	Traffic Signal System	1	LS	\$20,000.00	\$20,000.00	\$28,035.00	\$28,035.00	\$27,500.00	\$27,500.00	\$25,600.00	\$25,600.00	\$25,675.00	\$25,675.00
8-21.5	40	Permanent Signing	1	LS	\$10,000.00	\$10,000.00	\$12,789.00	\$12,789.00	\$3,900.00	\$3,900.00	\$10,200.00	\$10,200.00	\$6,535.00	\$6,535.00
8-22.5	41	Plastic Line	5,600	LF	\$1.00	\$5,600.00	\$0.80	\$4,480.00	\$1.06	\$5,936.00	\$0.80	\$4,480.00	\$0.81	\$4,536.00
8-22.5	42	Plastic Wide Line	4,500	LF	\$2.00	\$9,000.00	\$1.05	\$4,725.00	\$1.59	\$7,155.00	\$1.00	\$4,500.00	\$1.05	\$4,725.00
8-22.5	43	Plastic Stop Line	200	LF	\$5.00	\$1,000.00	\$4.70	\$940.00	\$5.04	\$1,008.00	\$4.60	\$920.00	\$4.75	\$950.00
8-22.5	44	Plastic Traffic Arrow	6	EA	\$100.00	\$600.00	\$89.20	\$535.20	\$80.00	\$480.00	\$87.00	\$522.00	\$89.70	\$538.20
8-22.5	45	Plastic Crosswalk Line	1,700	SF	\$3.00	\$5,100.00	\$3.20	\$5,440.00	\$2.40	\$4,080.00	\$3.15	\$5,355.00	\$3.27	\$5,559.00
8-22.5	46	Bicycle Lane Symbol	13	EA	\$100.00	\$1,300.00	\$105.00	\$1,365.00	\$106.00	\$1,378.00	\$102.00	\$1,326.00	\$105.50	\$1,371.50
CONSTRUCTION TOTAL						\$744,336.00		\$523,145.02		\$549,024.00		\$563,823.00		\$563,918.70

NOTE: Bid Item 31: Raised Pavement Marker Type 2 had a unit measurement of per linear foot in the bid schedule. The actual unit is per hundred. Some bidders provided a bid at a unit cost for 100 RPMs, while others provided a unit cost for a lot of 1.00 hundred RPMs. This bid tab reflects the bid actually shown. The City accepts the total price from each bid.

✂ Math Error Corrected



47th Ave NE Improvements Certified Bid Tab



Section	Item	Description	Quantity	Units	Taylor's Excavators Inc.		Plats Plus Inc.		Mosbrucker Excavating Inc.		Interwest Construction		Archer Construction Inc	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	Minor Change	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1-05.5	2	Roadway Surveying	1	LS	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$7,800.00	\$7,800.00	\$3,000.00	\$3,000.00
1-07.15	3	SPCC Plan	1	LS	\$350.00	\$350.00	\$370.00	\$370.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
1-09.7	4	Mobilization	1	LS	\$45,000.00	\$45,000.00	\$43,000.00	\$43,000.00	\$12,000.00	\$12,000.00	\$33,000.00	\$33,000.00	\$59,000.00	\$59,000.00
1-10.5	5	Project Temporary Traffic Control	1	LS	\$43,500.00	\$43,500.00	\$45,000.00	\$45,000.00	\$40,000.00	\$40,000.00	\$63,000.00	\$63,000.00	\$50,000.00	\$50,000.00
2-01.5	6	Clearing and Grubbing	1	LS	\$14,500.00	\$14,500.00	\$5,600.00	\$5,600.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
2-02.5	7	Removal of Structure and Obstruction	1	LS	\$9,600.00	\$9,600.00	\$2,100.00	\$2,100.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00
2-03.5	8	Roadway Excavation Incl. Haul	1,000	CY	\$15.00	\$15,000.00	\$23.00	\$23,000.00	\$25.00	\$25,000.00	\$17.00	\$17,000.00	\$12.00	\$12,000.00
2-03.5	9	Gravel Borrow Including Haul	100	TON	\$10.00	\$1,000.00	\$19.00	\$1,900.00	\$20.00	\$2,000.00	\$17.00	\$1,700.00	\$15.00	\$1,500.00
2-03.5	10	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$25.00	\$250.00	\$23.00	\$230.00	\$50.00	\$500.00	\$35.00	\$350.00	\$10.00	\$100.00
2-09.5	11	Shoring	1	LS	\$250.00	\$250.00	\$100.00	\$100.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00
2-12.5	12	Construction Geotextile for Underground Drainage	1,100	SY	\$1.00	\$1,100.00	\$0.65	\$715.00	\$7.00	\$7,700.00	\$1.00	\$1,100.00	\$1.00	\$1,100.00
4-04.5	13	Crushed Surfacing Base Course	400	TON	\$13.00	\$5,200.00	\$23.00	\$9,200.00	\$18.00	\$7,200.00	\$24.00	\$9,600.00	\$20.00	\$8,000.00
4-04.5	14	Crushed Surfacing Top Course	700	TON	\$13.00	\$9,100.00	\$23.00	\$16,100.00	\$18.00	\$12,600.00	\$24.00	\$16,800.00	\$20.00	\$14,000.00
5-04.5	15	Roadway Pulverization and Grading	10,500	SY	\$3.50	\$36,750.00	\$3.70	\$38,850.00	\$3.20	\$33,600.00	\$3.40	\$35,700.00	\$3.00	\$31,500.00
5-04.5	16	Commercial HMA	100	TON	\$85.00	\$8,500.00	\$140.00	\$14,000.00	\$125.00	\$12,500.00	\$131.00	\$13,100.00	\$120.00	\$12,000.00
5-04.5	17	HMA CL 1" PG 64-22	700	TON	\$80.00	\$56,000.00	\$78.00	\$54,600.00	\$85.00	\$59,500.00	\$74.00	\$51,800.00	\$82.00	\$57,400.00
5-04.5	18	HMA CI 1/2" PG 64-22	1,500	TON	\$78.00	\$117,000.00	\$78.00	\$117,000.00	\$85.00	\$127,500.00	\$72.00	\$108,000.00	\$80.00	\$120,000.00
7-01.5	19	Underdrain Pipe 8 In. Diam.	650	LF	\$18.00	\$11,700.00	\$17.00	\$11,050.00	\$16.00	\$10,400.00	\$21.00	\$13,650.00	\$10.00	\$6,500.00
7-01.5	20	Gravel Backfill for Drains	230	CY	\$22.00	\$5,060.00	\$20.00	\$4,600.00	\$25.00	\$5,750.00	\$22.00	\$5,060.00	\$22.00	\$5,060.00
7-04.5	21	Schedule A Storm Sewer Pipe 8" Diam.	150	LF	\$28.00	\$4,200.00	\$27.00	\$4,050.00	\$40.00	\$6,000.00	\$22.00	\$3,300.00	\$12.00	\$1,800.00
7-05.5	22	Concrete Inlet	4	EA	\$900.00	\$3,600.00	\$880.00	\$3,520.00	\$900.00	\$3,600.00	\$900.00	\$3,600.00	\$800.00	\$3,200.00
7-05.5	23	Catch Basin Type 1	8	EA	\$950.00	\$7,600.00	\$930.00	\$7,440.00	\$1,150.00	\$9,200.00	\$1,100.00	\$8,800.00	\$750.00	\$6,000.00
7-05.5	24	Adjust Manhole	9	EA	\$250.00	\$2,250.00	\$375.00	\$3,375.00	\$350.00	\$3,150.00	\$400.00	\$3,600.00	\$200.00	\$1,800.00
7-12.5	25	Adjust Water Valve	30	EA	\$100.00	\$3,000.00	\$225.00	\$6,750.00	\$200.00	\$6,000.00	\$300.00	\$9,000.00	\$20.00	\$600.00
8-01.5	26	Erosion/Water Pollution Control	1	LS	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$7,000.00	\$7,000.00	\$250.00	\$250.00
8-02.5	27	Property Restoration	1	LS	\$4,000.00	\$4,000.00	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00
8-04.5	28	Cement Conc. Traffic Curb and Gutter	2,000	LF	\$13.00	\$26,000.00	\$9.00	\$18,000.00	\$15.00	\$30,000.00	\$15.00	\$30,000.00	\$15.00	\$30,000.00
8-04.5	29	Cement Conc. Pedestrian Curb	230	LF	\$22.00	\$5,060.00	\$13.00	\$2,990.00	\$24.00	\$5,520.00	\$15.00	\$3,450.00	\$14.00	\$3,220.00
8-06.5	30	Cement Conc. Driveway Entrance	350	SY	\$36.00	\$12,600.00	\$38.00	\$13,300.00	\$45.00	\$15,750.00	\$40.00	\$14,000.00	\$45.00	\$15,750.00
8-09.5	31	Raised Pavement Marker Type 2	1,000	HUND	\$650.00	\$650.00	\$480.00	\$480.00	\$600.00	\$600.00	\$465.00	\$465.00	\$490.00	\$490.00
8-12.5	32	Replace Existing Fence	550	LF	\$36.00	\$19,800.00	\$36.00	\$19,800.00	\$35.00	\$19,250.00	\$33.00	\$18,150.00	\$36.00	\$19,800.00
8-13.5	33	Adjust Monument Case and Cover	1	EA	\$500.00	\$500.00	\$225.00	\$225.00	\$500.00	\$500.00	\$300.00	\$300.00	\$100.00	\$100.00
8-13.5	34	Monument Case and Cover	1	EA	\$650.00	\$650.00	\$300.00	\$300.00	\$500.00	\$500.00	\$375.00	\$375.00	\$185.00	\$185.00
8-14.5	35	Cement Conc. Driveway	40	SY	\$36.00	\$1,440.00	\$38.00	\$1,520.00	\$40.00	\$1,600.00	\$38.00	\$1,520.00	\$45.00	\$1,800.00
8-14.5	36	Cement Concrete Sidewalk	700	SY	\$26.00	\$18,200.00	\$28.00	\$19,600.00	\$40.00	\$28,000.00	\$29.00	\$20,300.00	\$34.00	\$23,800.00
8-14.5	37	Cement Conc. Sidewalk Ramp Type 2	12	EA	\$700.00	\$8,400.00	\$830.00	\$9,960.00	\$850.00	\$10,200.00	\$750.00	\$9,000.00	\$850.00	\$10,200.00
8-18.5	38	Collection Box Unit	3	EA	\$1,200.00	\$3,600.00	\$325.00	\$975.00	\$1,500.00	\$4,500.00	\$500.00	\$1,500.00	\$300.00	\$900.00
8-20.5	39	Traffic Signal System	1	LS	\$28,000.00	\$28,000.00	\$25,800.00	\$25,800.00	\$34,500.00	\$34,500.00	\$26,000.00	\$26,000.00	\$28,000.00	\$28,000.00
8-21.5	40	Permanent Signing	1	LS	\$5,000.00	\$5,000.00	\$6,700.00	\$6,700.00	\$5,000.00	\$5,000.00	\$7,800.00	\$7,800.00	\$5,000.00	\$5,000.00
8-22.5	41	Plastic Line	5,600	LF	\$1.15	\$6,440.00	\$0.80	\$4,480.00	\$1.25	\$7,000.00	\$0.77	\$4,312.00	\$0.85	\$4,760.00
8-22.5	42	Plastic Wide Line	4,500	LF	\$1.25	\$5,625.00	\$1.00	\$4,500.00	\$1.25	\$5,625.00	\$1.00	\$4,500.00	\$1.10	\$4,950.00
8-22.5	43	Plastic Stop Line	200	LF	\$4.00	\$800.00	\$4.50	\$900.00	\$6.00	\$1,200.00	\$4.50	\$900.00	\$5.00	\$1,000.00
8-22.5	44	Plastic Traffic Arrow	6	EA	\$85.00	\$510.00	\$85.00	\$510.00	\$100.00	\$600.00	\$85.00	\$510.00	\$90.00	\$540.00
8-22.5	45	Plastic Crosswalk Line	1,700	SF	\$3.00	\$5,100.00	\$2.80	\$4,760.00	\$3.00	\$5,100.00	\$3.10	\$5,270.00	\$3.30	\$5,610.00
8-22.5	46	Bicycle Lane Symbol	13	EA	\$100.00	\$1,300.00	\$100.00	\$1,300.00	\$150.00	\$1,950.00	\$100.00	\$1,300.00	\$105.00	\$1,365.00
CONSTRUCTION TOTAL						\$574,185.00		\$579,150.00	✖	\$598,095.00		\$589,612.00		\$590,880.00

NOTE: Bid Item 31: Raised Pavement Marker Type 2 had a unit measurement of per linear foot in the bid schedule. The actual unit is per hundred. Some bidders provided a bid at a unit cost for 100 RPMs, while others provided a unit cost for a lot of 1.00 hundred RPMs. This bid tab reflects the bid actually shown. The City accepts the total price from each bid.

✖ Math Error Corrected



47th Ave NE Improvements Certified Bid Tab



Section	Item	Description	Quantity	Units	Trimaxx Construction, Inc.		DMSL Construction, Inc.		Granite Construction Company		SRV Construction, Inc.		GG Excavation, Inc.	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	Minor Change	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1-05.5	2	Roadway Surveying	1	LS	\$8,200.00	\$8,200.00	\$9,900.00	\$9,900.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$5,573.04	\$5,573.04
1-07.15	3	SPCC Plan	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$250.00	\$250.00	\$100.00	\$100.00	\$725.77	\$725.77
1-09.7	4	Mobilization	1	LS	\$59,000.00	\$59,000.00	\$3,000.00	\$3,000.00	\$60,000.00	\$60,000.00	\$33,700.00	\$33,700.00	\$12,121.04	\$12,121.04
1-10.5	5	Project Temporary Traffic Control	1	LS	\$48,000.00	\$48,000.00	\$52,750.00	\$52,750.00	\$71,419.00	\$71,419.00	\$29,900.00	\$29,900.00	\$85,017.92	\$85,017.92
2-01.5	6	Clearing and Grubbing	1	LS	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$18,149.82	\$18,149.82
2-02.5	7	Removal of Structure and Obstruction	1	LS	\$6,800.00	\$6,800.00	\$7,500.00	\$7,500.00	\$1,750.00	\$1,750.00	\$3,500.00	\$3,500.00	\$1,956.28	\$1,956.28
2-03.5	8	Roadway Excavation Incl. Haul	1,000	CY	\$19.00	\$19,000.00	\$9.75	\$9,750.00	\$1.00	\$1,000.00	\$16.35	\$16,350.00	\$22.69	\$22,690.00
2-03.5	9	Gravel Borrow Including Haul	100	TON	\$20.00	\$2,000.00	\$14.75	\$1,475.00	\$18.00	\$1,800.00	\$13.75	\$1,375.00	\$20.45	\$2,045.00
2-03.5	10	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$50.00	\$500.00	\$11.75	\$117.50	\$21.00	\$210.00	\$36.00	\$360.00	\$25.15	\$251.50
2-09.5	11	Shoring	1	LS	\$400.00	\$400.00	\$3,000.00	\$3,000.00	\$2,250.00	\$2,250.00	\$0.01	\$0.01	\$612.53	\$612.53
2-12.5	12	Construction Geotextile for Underground Drainage	1,100	SY	\$2.00	\$2,200.00	\$1.50	\$1,650.00	\$0.90	\$990.00	\$1.30	\$1,430.00	\$0.49	\$539.00
4-04.5	13	Crushed Surfacing Base Course	400	TON	\$25.00	\$10,000.00	\$19.83	\$7,932.00	\$50.00	\$20,000.00	\$38.00	\$15,200.00	\$9.15	\$3,660.00
4-04.5	14	Crushed Surfacing Top Course	700	TON	\$28.00	\$19,600.00	\$19.83	\$13,881.00	\$11.75	\$8,225.00	\$24.50	\$17,150.00	\$9.15	\$6,405.00
5-04.5	15	Roadway Pulverization and Grading	10,500	SY	\$4.50	\$47,250.00	\$2.80	\$29,400.00	\$4.80	\$50,400.00	\$4.60	\$48,300.00	\$3.71	\$38,955.00
5-04.5	16	Commercial HMA	100	TON	\$134.00	\$13,400.00	\$94.00	\$9,400.00	\$155.00	\$15,500.00	\$105.00	\$10,500.00	\$117.40	\$11,740.00
5-04.5	17	HMA Cl 1" PG 64-22	700	TON	\$75.00	\$52,500.00	\$87.00	\$60,900.00	\$81.00	\$56,700.00	\$87.45	\$61,215.00	\$77.48	\$54,236.00
5-04.5	18	HMA Cl 1/2" PG 64-22	1,500	TON	\$73.00	\$109,500.00	\$89.00	\$133,500.00	\$61.00	\$91,500.00	\$84.25	\$126,375.00	\$76.26	\$114,390.00
7-01.5	19	Underdrain Pipe 8 In. Diam.	650	LF	\$25.00	\$16,250.00	\$15.75	\$10,237.50	\$20.50	\$13,325.00	\$12.50	\$8,125.00	\$33.41	\$21,716.50
7-01.5	20	Gravel Backfill for Drains	230	CY	\$23.00	\$5,290.00	\$19.25	\$4,427.50	\$39.50	\$9,085.00	\$41.00	\$9,430.00	\$12.47	\$2,868.10
7-04.5	21	Schedule A Storm Sewer Pipe 8" Diam.	150	LF	\$21.00	\$3,150.00	\$18.69	\$2,803.50	\$22.00	\$3,300.00	\$23.80	\$3,570.00	\$80.95	\$12,142.50
7-05.5	22	Concrete Inlet	4	EA	\$900.00	\$3,600.00	\$1,495.00	\$5,980.00	\$1,100.00	\$4,400.00	\$847.00	\$3,388.00	\$880.35	\$3,521.40
7-05.5	23	Catch Basin Type 1	8	EA	\$1,000.00	\$8,000.00	\$1,580.00	\$12,640.00	\$1,450.00	\$11,600.00	\$865.00	\$6,920.00	\$1,153.79	\$9,230.32
7-05.5	24	Adjust Manhole	9	EA	\$300.00	\$2,700.00	\$505.00	\$4,545.00	\$400.00	\$3,600.00	\$386.00	\$3,474.00	\$655.29	\$5,897.61
7-12.5	25	Adjust Water Valve	30	EA	\$300.00	\$9,000.00	\$435.00	\$13,050.00	\$300.00	\$9,000.00	\$185.00	\$5,550.00	\$293.93	\$8,814.90
8-01.5	26	Erosion/Water Pollution Control	1	LS	\$5,600.00	\$5,600.00	\$5,000.00	\$5,000.00	\$4,550.00	\$4,550.00	\$3,785.00	\$3,785.00	\$2,616.47	\$2,616.47
8-02.5	27	Property Restoration	1	LS	\$6,100.00	\$6,100.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$14,324.95	\$14,324.95
8-04.5	28	Cement Conc. Traffic Curb and Gutter	2,000	LF	\$9.00	\$18,000.00	\$19.25	\$38,500.00	\$15.00	\$30,000.00	\$13.40	\$26,800.00	\$13.43	\$26,860.00
8-04.5	29	Cement Conc. Pedestrian Curb	230	LF	\$11.00	\$2,530.00	\$15.00	\$3,450.00	\$15.00	\$3,450.00	\$23.60	\$5,428.00	\$14.35	\$3,300.50
8-06.5	30	Cement Conc. Driveway Entrance	350	SY	\$30.00	\$10,500.00	\$42.75	\$14,962.50	\$28.00	\$9,800.00	\$46.00	\$16,100.00	\$36.86	\$12,901.00
8-09.5	31	Raised Pavement Marker Type 2	1.00	HUND	\$500.00	\$500.00	\$500.00	\$500.00	\$495.00	\$495.00	\$500.00	\$500.00	\$765.66	\$765.66
8-12.5	32	Replace Existing Fence	550	LF	\$24.00	\$13,200.00	\$22.25	\$12,237.50	\$36.00	\$19,800.00	\$36.00	\$19,800.00	\$37.86	\$20,823.00
8-13.5	33	Adjust Monument Case and Cover	1	EA	\$300.00	\$300.00	\$375.00	\$375.00	\$300.00	\$300.00	\$275.00	\$275.00	\$414.30	\$414.30
8-13.5	34	Monument Case and Cover	1	EA	\$615.00	\$615.00	\$750.00	\$750.00	\$1,300.00	\$1,300.00	\$560.00	\$560.00	\$718.70	\$718.70
8-14.5	35	Cement Conc. Driveway	40	SY	\$30.00	\$1,200.00	\$37.50	\$1,500.00	\$28.00	\$1,120.00	\$50.00	\$2,000.00	\$37.87	\$1,514.80
8-14.5	36	Cement Concrete Sidewalk	700	SY	\$21.50	\$15,050.00	\$30.00	\$21,000.00	\$22.00	\$15,400.00	\$37.00	\$25,900.00	\$26.91	\$18,837.00
8-14.5	37	Cement Conc. Sidewalk Ramp Type 2	12	EA	\$800.00	\$9,600.00	\$960.00	\$11,520.00	\$600.00	\$7,200.00	\$1,250.00	\$15,000.00	\$853.24	\$10,238.88
8-18.5	38	Collection Box Unit	3	EA	\$1,000.00	\$3,000.00	\$2,785.00	\$8,355.00	\$625.00	\$1,875.00	\$2,000.00	\$6,000.00	\$424.92	\$1,274.76
8-20.5	39	Traffic Signal System	1	LS	\$19,000.00	\$19,000.00	\$26,100.00	\$26,100.00	\$28,500.00	\$28,500.00	\$27,300.00	\$27,300.00	\$25,526.22	\$25,526.22
8-21.5	40	Permanent Signing	1	LS	\$4,200.00	\$4,200.00	\$4,880.00	\$4,880.00	\$7,650.00	\$7,650.00	\$5,350.00	\$5,350.00	\$12,434.28	\$12,434.28
8-22.5	41	Plastic Line	5,600	LF	\$1.00	\$5,600.00	\$2.15	\$12,040.00	\$0.85	\$4,760.00	\$0.85	\$4,760.00	\$1.02	\$5,712.00
8-22.5	42	Plastic Wide Line	4,500	LF	\$1.00	\$4,500.00	\$2.50	\$11,250.00	\$1.05	\$4,725.00	\$1.05	\$4,725.00	\$1.53	\$6,885.00
8-22.5	43	Plastic Stop Line	200	LF	\$6.00	\$1,200.00	\$5.75	\$1,150.00	\$4.75	\$950.00	\$4.75	\$950.00	\$4.85	\$970.00
8-22.5	44	Plastic Traffic Arrow	6	EA	\$72.00	\$432.00	\$87.00	\$522.00	\$90.00	\$540.00	\$90.00	\$540.00	\$76.57	\$459.42
8-22.5	45	Plastic Crosswalk Line	1,700	SF	\$2.60	\$4,420.00	\$3.50	\$5,950.00	\$3.25	\$5,525.00	\$3.25	\$5,525.00	\$2.30	\$3,910.00
8-22.5	46	Bicycle Lane Symbol	13	EA	\$118.00	\$1,534.00	\$115.00	\$1,495.00	\$105.00	\$1,365.00	\$105.00	\$1,365.00	\$102.09	\$1,327.17
CONSTRUCTION TOTAL						\$592,921.00		\$607,376.00		\$609,609.00		\$611,375.01		\$625,073.34

NOTE: Bid Item 31: Raised Pavement Marker Type 2 had a unit measurement of per linear foot in the bid schedule. The actual unit is per hundred. Some bidders provided a bid at a unit cost for 100 RPMS, while others provided a unit cost for a lot of 1.00 hundred RPMS. This bid tab reflects the bid actually shown. The City accepts the total price from each bid. ☞ Math Error Corrected



47th Ave NE Improvements Certified Bid Tab



Section Item	Description	Quantity	Units	TE Briggs Construction Co.		Dennis R Craig Construction, Inc.		Marshbank Construction		Premium Construction Group, Inc.		Precision Earthworks, Inc.	
				Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1 Minor Change	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1-05.5	2 Roadway Surveying	1	LS	\$6,800.00	\$6,800.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00	\$8,003.82	\$8,003.82	\$7,200.00	\$7,200.00
1-07.15	3 SPCC Plan	1	LS	\$980.00	\$980.00	\$400.00	\$400.00	\$1,840.00	\$1,840.00	\$1,303.20	\$1,303.20	\$500.00	\$500.00
1-09.7	4 Mobilization	1	LS	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$41,000.00	\$41,000.00	\$1,954.80	\$1,954.80	\$16,200.00	\$16,200.00
1-10.5	5 Project Temporary Traffic Control	1	LS	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$87,547.00	\$87,547.00	\$77,649.00	\$77,649.00	\$56,500.00	\$56,500.00
2-01.5	6 Clearing and Grubbing	1	LS	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$10,975.00	\$10,975.00	\$8,054.26	\$8,054.26	\$17,500.00	\$17,500.00
2-02.5	7 Removal of Structure and Obstruction	1	LS	\$8,400.00	\$8,400.00	\$10,000.00	\$10,000.00	\$13,484.00	\$13,484.00	\$4,887.00	\$4,887.00	\$22,000.00	\$22,000.00
2-03.5	8 Roadway Excavation Incl. Haul	1,000	CY	\$19.00	\$19,000.00	\$19.00	\$19,000.00	\$16.50	\$16,500.00	\$13.30	\$13,300.00	\$19.35	\$19,350.00
2-03.5	9 Gravel Borrow Including Haul	100	TON	\$25.00	\$2,500.00	\$20.00	\$2,000.00	\$18.00	\$1,800.00	\$12.58	\$1,258.00	\$23.50	\$2,350.00
2-03.5	10 Unsuitable Foundation Excavation Incl. Haul	10	CY	\$19.00	\$190.00	\$42.00	\$420.00	\$24.00	\$240.00	\$10.41	\$104.10	\$35.00	\$350.00
2-09.5	11 Shoring	1	LS	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$1,210.00	\$1,210.00	\$5,430.00	\$5,430.00	\$2,908.00	\$2,908.00
2-12.5	12 Construction Geotextile for Underground Drainage	1,100	SY	\$0.75	\$825.00	\$1.00	\$1,100.00	\$1.40	\$1,540.00	\$2.00	\$2,200.00	\$1.40	\$1,540.00
4-04.5	13 Crushed Surfacing Base Course	400	TON	\$22.00	\$8,800.00	\$18.00	\$7,200.00	\$19.70	\$7,880.00	\$87.22	\$34,888.00	\$23.85	\$9,540.00
4-04.5	14 Crushed Surfacing Top Course	700	TON	\$22.00	\$15,400.00	\$18.00	\$12,600.00	\$21.00	\$14,700.00	\$19.27	\$13,489.00	\$21.70	\$15,190.00
5-04.5	15 Roadway Pulverization and Grading	10,500	SY	\$3.40	\$35,700.00	\$3.00	\$31,500.00	\$4.50	\$47,250.00	\$2.61	\$27,405.00	\$4.75	\$49,875.00
5-04.5	16 Commercial HMA	100	TON	\$125.00	\$12,500.00	\$120.00	\$12,000.00	\$141.00	\$14,100.00	\$132.38	\$13,238.00	\$126.30	\$12,630.00
5-04.5	17 HMA CL 1" PG 64-22	700	TON	\$79.50	\$55,650.00	\$76.00	\$53,200.00	\$79.00	\$55,300.00	\$87.37	\$61,159.00	\$83.35	\$58,345.00
5-04.5	18 HMA Cl 1/2" PG 64-22	1,500	TON	\$78.00	\$117,000.00	\$75.00	\$112,500.00	\$78.00	\$117,000.00	\$85.99	\$128,985.00	\$82.00	\$123,000.00
7-01.5	19 Underdrain Pipe 8 In. Diam.	650	LF	\$23.00	\$14,950.00	\$17.00	\$11,050.00	\$15.00	\$9,750.00	\$28.43	\$18,479.50	\$20.20	\$13,130.00
7-01.5	20 Gravel Backfill for Drains	230	CY	\$35.00	\$8,050.00	\$24.00	\$5,520.00	\$31.00	\$7,130.00	\$16.49	\$3,792.70	\$26.60	\$6,118.00
7-04.5	21 Schedule A Storm Sewer Pipe 8" Diam.	150	LF	\$34.00	\$5,100.00	\$44.00	\$6,600.00	\$29.00	\$4,350.00	\$28.42	\$4,263.00	\$20.50	\$3,075.00
7-05.5	22 Concrete Inlet	4	EA	\$1,000.00	\$4,000.00	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$520.85	\$2,083.40	\$900.00	\$3,600.00
7-05.5	23 Catch Basin Type 1	8	EA	\$1,200.00	\$9,600.00	\$600.00	\$4,800.00	\$920.00	\$7,360.00	\$716.02	\$5,728.16	\$1,275.00	\$10,200.00
7-05.5	24 Adjust Manhole	9	EA	\$400.00	\$3,600.00	\$450.00	\$4,050.00	\$524.00	\$4,716.00	\$292.68	\$2,634.12	\$685.00	\$6,165.00
7-12.5	25 Adjust Water Valve	30	EA	\$200.00	\$6,000.00	\$360.00	\$10,800.00	\$112.00	\$3,360.00	\$158.88	\$4,766.40	\$280.00	\$8,400.00
8-01.5	26 Erosion/Water Pollution Control	1	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$7,236.00	\$7,236.00	\$7,059.00	\$7,059.00	\$3,100.00	\$3,100.00
8-02.5	27 Property Restoration	1	LS	\$9,000.00	\$9,000.00	\$2,500.00	\$2,500.00	\$12,616.00	\$12,616.00	\$10,860.00	\$10,860.00	\$10,700.00	\$10,700.00
8-04.5	28 Cement Conc. Traffic Curb and Gutter	2,000	LF	\$14.00	\$28,000.00	\$15.00	\$30,000.00	\$14.00	\$28,000.00	\$12.84	\$25,680.00	\$12.25	\$24,500.00
8-04.5	29 Cement Conc. Pedestrian Curb	230	LF	\$22.00	\$5,060.00	\$22.00	\$5,060.00	\$16.00	\$3,680.00	\$23.02	\$5,294.60	\$22.00	\$5,060.00
8-06.5	30 Cement Conc. Driveway Entrance	350	SY	\$40.75	\$14,262.50	\$48.00	\$16,800.00	\$32.60	\$11,410.00	\$39.60	\$13,860.00	\$37.70	\$13,195.00
8-09.5	31 Raised Pavement Marker Type 2	1.00	HUND	\$815.00	\$815.00	\$525.00	\$525.00	\$503.00	\$503.00	\$535.29	\$535.29	\$510.00	\$510.00
8-12.5	32 Replace Existing Fence	550	LF	\$38.00	\$20,900.00	\$40.00	\$22,000.00	\$38.00	\$20,900.00	\$40.29	\$22,159.50	\$38.40	\$21,120.00
8-13.5	33 Adjust Monument Case and Cover	1	EA	\$400.00	\$400.00	\$350.00	\$350.00	\$157.00	\$157.00	\$292.68	\$292.68	\$160.00	\$160.00
8-13.5	34 Monument Case and Cover	1	EA	\$660.00	\$660.00	\$700.00	\$700.00	\$357.00	\$357.00	\$597.30	\$597.30	\$255.00	\$255.00
8-14.5	35 Cement Conc. Driveway	40	SY	\$41.00	\$1,640.00	\$48.00	\$1,920.00	\$32.50	\$1,300.00	\$43.74	\$1,749.60	\$41.75	\$1,670.00
8-14.5	36 Cement Concrete Sidewalk	700	SY	\$27.65	\$19,355.00	\$35.00	\$24,500.00	\$27.00	\$18,900.00	\$30.40	\$21,280.00	\$29.00	\$20,300.00
8-14.5	37 Cement Conc. Sidewalk Ramp Type 2	12	EA	\$1,200.00	\$14,400.00	\$850.00	\$10,200.00	\$665.00	\$7,980.00	\$1,151.16	\$13,813.92	\$1,100.00	\$13,200.00
8-18.5	38 Collection Box Unit	3	EA	\$520.00	\$1,560.00	\$600.00	\$1,800.00	\$1,720.00	\$5,160.00	\$1,433.52	\$4,300.56	\$1,300.00	\$3,900.00
8-20.5	39 Traffic Signal System	1	LS	\$27,150.00	\$27,150.00	\$26,000.00	\$26,000.00	\$27,000.00	\$27,000.00	\$28,779.00	\$28,779.00	\$29,300.00	\$29,300.00
8-21.5	40 Permanent Signaling	1	LS	\$13,300.00	\$13,300.00	\$7,700.00	\$7,700.00	\$13,900.00	\$13,900.00	\$14,020.26	\$14,020.26	\$13,375.00	\$13,375.00
8-22.5	41 Plastic Line	5,600	LF	\$1.10	\$6,160.00	\$1.00	\$5,600.00	\$0.84	\$4,704.00	\$0.89	\$4,984.00	\$0.85	\$4,760.00
8-22.5	42 Plastic Wide Line	4,500	LF	\$1.65	\$7,425.00	\$1.00	\$4,500.00	\$1.10	\$4,950.00	\$1.15	\$5,175.00	\$1.10	\$4,950.00
8-22.5	43 Plastic Stop Line	200	LF	\$6.00	\$1,200.00	\$6.00	\$1,200.00	\$4.90	\$980.00	\$5.18	\$1,036.00	\$5.00	\$1,000.00
8-22.5	44 Plastic Traffic Arrow	6	EA	\$82.00	\$492.00	\$71.00	\$426.00	\$62.00	\$372.00	\$97.85	\$587.10	\$94.00	\$564.00
8-22.5	45 Plastic Crosswalk Line	1,700	SF	\$2.50	\$4,250.00	\$2.50	\$4,250.00	\$3.35	\$5,695.00	\$3.57	\$6,069.00	\$3.40	\$5,780.00
8-22.5	46 Bicycle Lane Symbol	13	EA	\$110.00	\$1,430.00	\$120.00	\$1,560.00	\$110.00	\$1,430.00	\$115.12	\$1,496.56	\$110.00	\$1,430.00
CONSTRUCTION TOTAL				\$625,704.50	\$625,704.50	\$626,831.00	\$626,831.00	\$665,962.00	\$665,962.00	\$644,684.83	\$644,684.83	\$654,495.00	\$654,495.00

NOTE: Bid Item 31: Raised Pavement Marker Type 2 had a unit measurement of per linear foot in the bid schedule. The actual unit is per hundred. Some bidders provided a bid at a unit cost for 100 RPMs, while others provided a unit cost for a lot of 1.00 hundred RPMs. This bid tab reflects the bid actually shown. The City accepts the total price from each bid. ✂ Math Error Corrected



47th Ave NE Improvements Certified Bid Tab



Section	Item	Description	Quantity	Units	New West Development, Inc.		Construct Company LLC		Strider Construction Co., Inc.		Road Construction Northwest, Inc.		Kamins Construction	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	Minor Change	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1-05.5	2	Roadway Surveying	1	LS	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$5,939.73	\$5,939.73	\$4,200.00	\$4,200.00
1-07.15	3	SPCC Plan	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$600.00	\$600.00	\$1,437.98	\$1,437.98	\$5,000.00	\$5,000.00
1-09.7	4	Mobilization	1	LS	\$30,000.00	\$30,000.00	\$60,700.00	\$60,700.00	\$62,000.00	\$62,000.00	\$41,660.25	\$41,660.25	\$82,512.00	\$82,512.00
1-10.5	5	Project Temporary Traffic Control	1	LS	\$25,000.00	\$25,000.00	\$29,000.00	\$29,000.00	\$50,000.00	\$50,000.00	\$81,432.19	\$81,432.19	\$46,176.00	\$46,176.00
2-01.5	6	Clearing and Grubbing	1	LS	\$6,000.00	\$6,000.00	\$28,000.00	\$28,000.00	\$10,000.00	\$10,000.00	\$12,011.33	\$12,011.33	\$11,316.00	\$11,316.00
2-02.5	7	Removal of Structure and Obstruction	1	LS	\$6,000.00	\$6,000.00	\$65,000.00	\$65,000.00	\$10,000.00	\$10,000.00	\$6,948.13	\$6,948.13	\$24,540.00	\$24,540.00
2-03.5	8	Roadway Excavation Incl. Haul	1,000	CY	\$32.00	\$32,000.00	\$24.00	\$24,000.00	\$12.00	\$12,000.00	\$32.00	\$32,020.00	\$11.17	\$11,170.00
2-03.5	9	Gravel Borrow Including Haul	100	TON	\$25.00	\$2,500.00	\$18.00	\$1,800.00	\$14.00	\$1,400.00	\$15.56	\$1,556.00	\$14.57	\$1,457.00
2-03.5	10	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$23.00	\$230.00	\$23.00	\$230.00	\$20.00	\$200.00	\$20.07	\$200.70	\$21.60	\$216.00
2-09.5	11	Shoring	1	LS	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$760.28	\$760.28	\$100.00	\$100.00
2-12.5	12	Construction Geotextile for Underground Drainage	1,100	SY	\$2.00	\$2,200.00	\$1.00	\$1,100.00	\$1.00	\$1,100.00	\$2.21	\$2,431.00	\$0.70	\$770.00
4-04.5	13	Crushed Surfacing Base Course	400	TON	\$31.00	\$12,400.00	\$19.00	\$7,600.00	\$35.00	\$14,000.00	\$30.96	\$12,384.00	\$48.42	\$19,368.00
4-04.5	14	Crushed Surfacing Top Course	700	TON	\$35.00	\$24,500.00	\$20.00	\$14,000.00	\$35.00	\$24,500.00	\$32.89	\$23,023.00	\$44.54	\$31,178.00
5-04.5	15	Roadway Pulverization and Grading	10,500	SY	\$4.00	\$42,000.00	\$3.00	\$31,500.00	\$4.00	\$42,000.00	\$5.49	\$57,645.00	\$2.61	\$27,405.00
5-04.5	16	Commercial HMA	100	TON	\$150.00	\$15,000.00	\$117.00	\$11,700.00	\$140.00	\$14,000.00	\$124.19	\$12,419.00	\$138.00	\$13,800.00
5-04.5	17	HMA CL 1" PG 64-22	700	TON	\$85.00	\$59,500.00	\$77.00	\$53,900.00	\$85.00	\$59,500.00	\$81.97	\$57,379.00	\$91.08	\$63,756.00
5-04.5	18	HMA CL 1/2" PG 64-22	1,500	TON	\$81.00	\$121,500.00	\$76.00	\$114,000.00	\$85.00	\$127,500.00	\$80.67	\$121,005.00	\$89.64	\$134,460.00
7-01.5	19	Underdrain Pipe 8 In. Diam.	650	LF	\$38.00	\$24,700.00	\$21.00	\$13,650.00	\$24.00	\$15,600.00	\$25.82	\$16,783.00	\$13.14	\$8,544.00
7-01.5	20	Gravel Backfill for Drains	230	CY	\$38.00	\$8,740.00	\$25.00	\$5,750.00	\$30.00	\$6,900.00	\$26.80	\$6,164.00	\$40.77	\$9,377.10
7-04.5	21	Schedule A Storm Sewer Pipe 8" Diam.	150	LF	\$50.00	\$7,500.00	\$33.00	\$4,950.00	\$28.00	\$4,200.00	\$71.13	\$10,669.50	\$19.48	\$2,922.00
7-05.5	22	Concrete Inlet	4	EA	\$700.00	\$2,800.00	\$1,000.00	\$4,000.00	\$800.00	\$3,200.00	\$981.29	\$3,925.16	\$722.40	\$2,889.60
7-05.5	23	Catch Basin Type 1	8	EA	\$800.00	\$6,400.00	\$960.00	\$7,680.00	\$1,000.00	\$8,000.00	\$1,235.38	\$9,883.04	\$956.40	\$7,651.20
7-05.5	24	Adjust Manhole	9	EA	\$600.00	\$5,400.00	\$860.00	\$7,740.00	\$450.00	\$4,050.00	\$484.03	\$4,356.27	\$176.67	\$1,590.03
7-12.5	25	Adjust Water Valve	30	EA	\$400.00	\$12,000.00	\$213.00	\$6,390.00	\$325.00	\$9,750.00	\$341.61	\$10,248.30	\$162.00	\$4,860.00
8-01.5	26	Erosion/Water Pollution Control	1	LS	\$6,000.00	\$6,000.00	\$560.00	\$560.00	\$1,000.00	\$1,000.00	\$12,206.58	\$12,206.58	\$10,000.00	\$10,000.00
8-02.5	27	Property Restoration	1	LS	\$5,000.00	\$5,000.00	\$3,700.00	\$3,700.00	\$8,000.00	\$8,000.00	\$12,193.62	\$12,193.62	\$6,000.00	\$6,000.00
8-04.5	28	Cement Conc. Traffic Curb and Gutter	2,000	LF	\$18.00	\$36,000.00	\$16.00	\$32,000.00	\$17.00	\$34,000.00	\$11.85	\$23,700.00	\$17.88	\$35,760.00
8-04.5	29	Cement Conc. Pedestrian Curb	230	LF	\$29.00	\$6,670.00	\$26.00	\$5,980.00	\$17.00	\$3,910.00	\$14.69	\$3,378.70	\$15.48	\$3,560.40
8-06.5	30	Cement Conc. Driveway Entrance	350	SY	\$69.00	\$24,150.00	\$56.00	\$19,600.00	\$60.00	\$21,000.00	\$31.32	\$10,962.00	\$51.36	\$17,976.00
8-09.5	31	Raised Pavement Marker Type 2	1.00	HUND	\$500.00	\$500.00	\$510.00	\$510.00	\$550.00	\$550.00	\$502.18	\$502.18	\$900.00	\$900.00
8-12.5	32	Replace Existing Fence	550	LF	\$18.00	\$9,900.00	\$31.00	\$17,050.00	\$40.00	\$22,000.00	\$27.00	\$14,850.00	\$42.00	\$23,100.00
8-13.5	33	Adjust Monument Case and Cover	1	EA	\$750.00	\$750.00	\$460.00	\$460.00	\$350.00	\$350.00	\$341.61	\$341.61	\$600.00	\$600.00
8-13.5	34	Monument Case and Cover	1	EA	\$500.00	\$500.00	\$460.00	\$460.00	\$450.00	\$450.00	\$976.19	\$976.19	\$600.00	\$600.00
8-14.5	35	Cement Conc. Driveway	40	SY	\$69.00	\$2,760.00	\$56.00	\$2,240.00	\$65.00	\$2,600.00	\$31.32	\$1,252.80	\$51.36	\$2,054.40
8-14.5	36	Cement Concrete Sidewalk	700	SY	\$39.00	\$27,300.00	\$37.00	\$25,900.00	\$45.00	\$31,500.00	\$22.68	\$15,876.00	\$38.16	\$26,712.00
8-14.5	37	Cement Conc. Sidewalk Ramp Type 2	12	EA	\$900.00	\$10,800.00	\$1,000.00	\$12,000.00	\$1,200.00	\$14,400.00	\$847.76	\$10,173.12	\$960.00	\$11,520.00
8-18.5	38	Collection Box Unit	3	EA	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00	\$575.00	\$1,725.00	\$921.22	\$2,763.66	\$180.00	\$540.00
8-20.5	39	Traffic Signal System	1	LS	\$28,000.00	\$28,000.00	\$25,300.00	\$25,300.00	\$30,000.00	\$30,000.00	\$21,599.04	\$21,599.04	\$30,000.00	\$30,000.00
8-21.5	40	Permanent Signing	1	LS	\$10,000.00	\$10,000.00	\$8,400.00	\$8,400.00	\$8,000.00	\$8,000.00	\$8,355.23	\$8,355.23	\$14,400.00	\$14,400.00
8-22.5	41	Plastic Line	5,600	LF	\$1.10	\$6,160.00	\$1.00	\$5,600.00	\$0.90	\$5,040.00	\$0.83	\$4,648.00	\$1.20	\$6,720.00
8-22.5	42	Plastic Wide Line	4,500	LF	\$1.10	\$4,950.00	\$1.00	\$4,500.00	\$1.15	\$5,175.00	\$1.08	\$4,860.00	\$1.80	\$8,100.00
8-22.5	43	Plastic Stop Line	200	LF	\$6.60	\$1,320.00	\$6.00	\$1,200.00	\$5.20	\$1,040.00	\$4.86	\$972.00	\$5.70	\$1,140.00
8-22.5	44	Plastic Traffic Arrow	6	EA	\$80.00	\$480.00	\$70.00	\$420.00	\$98.00	\$588.00	\$91.80	\$550.80	\$90.00	\$540.00
8-22.5	45	Plastic Crosswalk Line	1,700	SF	\$3.00	\$5,100.00	\$2.50	\$4,250.00	\$3.50	\$5,950.00	\$3.35	\$5,695.00	\$2.70	\$4,590.00
8-22.5	46	Bicycle Lane Symbol	13	EA	\$130.00	\$1,690.00	\$120.00	\$1,560.00	\$115.00	\$1,495.00	\$108.00	\$1,404.00	\$120.00	\$1,560.00
CONSTRUCTION TOTAL						\$657,401.00		\$684,880.00		\$694,274.00		\$699,542.39		\$731,627.73

NOTE: Bid Item 31: Raised Pavement Marker Type 2 had a unit measurement of per linear foot in the bid schedule. The actual unit is per hundred. Some bidders provided a bid at a unit cost for 100 RPMs, while others provided a unit cost for a lot of 1.00 hundred RPMs. This bid tab reflects the bid actually shown. The City accepts the total price from each bid. ✖ Math Error Corrected



47th Ave NE Improvements Certified Bid Tab



Section	Item	Description	Quantity	Units	Merlino Bros LLC		BID AVERAGE	
					Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1	Minor Change	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1-05.5	2	Roadway Surveying	1	LS	\$7,920.00	\$7,920.00	\$5,832.67	\$5,832.67
1-07.15	3	SPPC Plan	1	LS	\$1,350.00	\$1,350.00	\$872.49	\$872.49
1-09.7	4	Mobilization	1	LS	\$55,000.00	\$55,000.00	\$36,365.47	\$36,365.47
1-10.5	5	Project Temporary Traffic Control	1	LS	\$60,200.00	\$60,200.00	\$53,411.13	\$53,411.13
2-01.5	6	Clearing and Grubbing	1	LS	\$14,920.00	\$14,920.00	\$10,743.95	\$10,743.95
2-02.5	7	Removal of Structure and Obstruction	1	LS	\$53,100.00	\$53,100.00	\$12,071.87	\$12,071.87
2-03.5	8	Roadway Excavation Incl. Haul	1,000	CY	\$30.00	\$30,000.00	\$17.84	\$17,841.20
2-03.5	9	Gravel Borrow Including Haul	100	TON	\$20.00	\$2,000.00	\$17.51	\$1,751.28
2-03.5	10	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$50.00	\$500.00	\$26.69	\$266.91
2-09.5	11	Shoring	1	LS	\$2,000.00	\$2,000.00	\$1,118.11	\$1,118.11
2-12.5	12	Construction Geotextile for Underground Drainage	1,100	SY	\$2.50	\$2,750.00	\$1.63	\$1,788.60
4-04.5	13	Crushed Surfacing Base Course	400	TON	\$30.00	\$12,000.00	\$27.37	\$10,949.28
4-04.5	14	Crushed Surfacing Top Course	700	TON	\$30.00	\$21,000.00	\$23.07	\$16,150.40
5-04.5	15	Roadway Pulverization and Grading	10,500	SY	\$5.10	\$53,550.00	\$3.63	\$38,073.00
5-04.5	16	Commercial HMA	100	TON	\$130.00	\$13,000.00	\$126.74	\$12,674.28
5-04.5	17	HMA Cl 1" PG 64-22	700	TON	\$80.00	\$56,000.00	\$81.01	\$56,705.04
5-04.5	18	HMA Cl 1/2" PG 64-22	1,500	TON	\$78.80	\$118,200.00	\$78.88	\$118,317.60
7-01.5	19	Underdrain Pipe 8 In. Diam.	650	LF	\$15.00	\$9,750.00	\$19.53	\$12,692.16
7-01.5	20	Gravel Backfill for Drains	230	CY	\$22.00	\$5,060.00	\$26.28	\$6,044.77
7-04.5	21	Schedule A Storm Sewer Pipe 8" Diam.	150	LF	\$25.00	\$3,750.00	\$31.70	\$4,754.70
7-05.5	22	Concrete Inlet	4	EA	\$995.00	\$3,980.00	\$848.03	\$3,392.11
7-05.5	23	Catch Basin Type 1	8	EA	\$1,100.00	\$8,800.00	\$997.40	\$7,979.16
7-05.5	24	Adjust Manhole	9	EA	\$410.00	\$3,690.00	\$426.57	\$3,839.10
7-12.5	25	Adjust Water Valve	30	EA	\$100.00	\$3,000.00	\$239.36	\$7,180.70
8-01.5	26	Erosion/Water Pollution Control	1	LS	\$6,100.00	\$6,100.00	\$4,703.37	\$4,703.37
8-02.5	27	Property Restoration	1	LS	\$22,000.00	\$22,000.00	\$8,543.32	\$8,543.32
8-04.5	28	Cement Conc. Traffic Curb and Gutter	2,000	LF	\$17.50	\$35,000.00	\$14.38	\$28,753.60
8-04.5	29	Cement Conc. Pedestrian Curb	230	LF	\$17.50	\$4,025.00	\$18.71	\$4,304.31
8-06.5	30	Cement Conc. Driveway Entrance	350	SY	\$50.00	\$17,500.00	\$42.43	\$14,850.92
8-09.5	31	Raised Pavement Marker Type 2	1.00	HUND	\$560.00	\$560.00	\$513.36	\$513.36
8-12.5	32	Replace Existing Fence	550	LF	\$42.50	\$23,375.00	\$34.38	\$18,909.66
8-13.5	33	Adjust Monument Case and Cover	1	EA	\$150.00	\$150.00	\$331.11	\$331.11
8-13.5	34	Monument Case and Cover	1	EA	\$510.00	\$510.00	\$545.37	\$545.37
8-14.5	35	Cement Conc. Driveway	40	SY	\$50.00	\$2,000.00	\$43.06	\$1,722.53
8-14.5	36	Cement Concrete Sidewalk	700	SY	\$36.00	\$25,200.00	\$31.13	\$21,790.72
8-14.5	37	Cement Conc. Sidewalk Ramp Type 2	12	EA	\$1,000.00	\$12,000.00	\$915.89	\$10,990.64
8-18.5	38	Collection Box Unit	3	EA	\$410.00	\$1,230.00	\$996.13	\$2,988.39
8-20.5	39	Traffic Signal System	1	LS	\$30,000.00	\$30,000.00	\$27,146.57	\$27,146.57
8-21.5	40	Permanent Signing	1	LS	\$9,460.00	\$9,460.00	\$8,733.95	\$8,733.95
8-22.5	41	Plastic Line	5,600	LF	\$0.87	\$4,872.00	\$0.99	\$5,541.76
8-22.5	42	Plastic Wide Line	4,500	LF	\$1.25	\$5,625.00	\$1.23	\$5,544.00
8-22.5	43	Plastic Stop Line	200	LF	\$5.00	\$1,000.00	\$5.19	\$1,037.04
8-22.5	44	Plastic Traffic Arrow	6	EA	\$95.00	\$570.00	\$85.52	\$513.15
8-22.5	45	Plastic Crosswalk Line	1,700	SF	\$3.50	\$5,950.00	\$3.04	\$5,167.32
8-22.5	46	Bicycle Lane Symbol	13	EA	\$125.00	\$1,625.00	\$112.07	\$1,456.89
CONSTRUCTION TOTAL						\$760,272.00		\$624,903.97

NOTE: Bid Item 31: Raised Pavement Marker Type 2 had a unit measurement of per linear foot in the bid schedule. The actual unit is per hundred. Some bidders provided a bid at a unit cost for 100 RPMs, while others provided a unit cost for a lot of 1.00 hundred RPMs. This bid tab reflects the bid actually shown. The City accepts the total price from each bid.

✖ Math Error Corrected

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2009

AGENDA ITEM: 2010 Interlocal Northwest Mini-Chain Agreement between City of Marysville and Whatcom County	AGENDA SECTION:	
PREPARED BY: Lieutenant Darin Rasmussen	APPROVED BY: Chief Richard Smith	
ATTACHMENTS: Interlocal Cooperative Agreement Northwest Minichain with Marysville		
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$40,821.00	

DESCRIPTION:

The Marysville Police Department currently utilizes the Northwest Minichain Transport System which is operated by the Whatcom County Sheriff's Office to transport Marysville prisoners to and from the Snohomish County Jail as well as from other points on the chain. The current agreement for this service expires on December 31, 2009.

The Police Department requests Council approval of a Interlocal Agreement with Whatcom County to provide transportation services for Marysville prisoners. This renewal will provide for those same services through December 31, 2010.

The cost to the City is calculated on the actual percentage of usage by Marysville of the total cost of the Northwest Minichain Transport System. This agreement represents a 15.5% increase over the cost for 2009. The cost to the City for this service has historically been an increase of between 15 and 19% since 2005.

This agenda bill has been approved as to form by the City Attorney's Office.

RECOMMENDED ACTION: Staff recommends Council authorize the Mayor to sign the 2010 Interlocal Northwest Mini-Chain Agreement between City of Marysville and Whatcom County.
COUNCIL ACTION:

AFTER RECORDING RETURN TO:
City of Marysville
1049 State Street
Marysville, WA 98270

Whatcom County Contract No. _____

**INTERLOCAL COOPERATIVE AGREEMENT
NORTHWEST MINICHAIN WITH MARYSVILLE**

THIS AGREEMENT is made and entered into by and between the City of Marysville, Washington ("Marysville") and Whatcom County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE

The purpose of this agreement is to provide for transportation services for prisoners for Marysville for a period beginning on the First day of January, 2010 and ending on the Thirty-first day of December, 2010. Marysville and Whatcom County agree to the terms and conditions incorporated herein.

2. RESPONSIBILITIES:

Prior to signing this agreement, Marysville has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

Marysville acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain van by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

Provide inmate transportation services via the Northwest Mini-Chain for the City of Marysville with at least one (1) trip per weekday, the time of which shall be mutually agreeable to the County and the City of Marysville, as follows:

- a. To pick up inmates from any Northwest Mini Chain contracted city or county jail along the I-5 corridor, with King County Jail being the southernmost point.
- b. Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2010 through December 31, 2010, regardless of date of signature. The terms of this agreement shall be subject to review and revision in September of 2010 for renewal in January 2011.

4. MANNER OF FINANCING:

Funds for the payment of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This agreement shall not obligate Marysville in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services, which are not budgeted. The source of funds is the City of Marysville budget.

Whatcom County shall provide Marysville with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith. This compensation is calculated on the actual percentage of usage by Marysville of the total cost of the Northwest Minichain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation: \$40,821.00

Quarterly Invoices:

March 31, 2010	\$ 10,205.25
June 30, 2010	\$ 10,205.25
September 30, 2010	\$ 10,205.25
December 31, 2010	\$ 10,205.25

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 The County's representative shall be the Whatcom County Executive, and Sheriff Bill Elfo
- 5.2 Marysville's representative shall be Commander Ralph Krusey.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, _____.

CITY OF MARYSVILLE

WHATCOM COUNTY

BY: _____
DENNIS KENDALL, Mayor

By: _____
PETE KREMEN, Executive

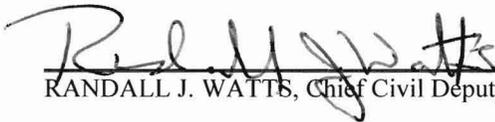
DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

GRANT K. WEED, City Attorney



RANDALL J. WATTS, Chief Civil Deputy Prosecutor

DATE _____

DATE: _____

STATE OF WASHINGTON)
) Ss.
COUNTY OF SNOHOMISH)

STATE OF WASHINGTON)
) Ss.
COUNTY OF WHATCOM)

On this ___ day of _____, 20 __, before me personally appeared Dennis Kendall, to me known to be the Mayor of Marysville and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

On this ___ day of _____, 20 __, before me personally appeared Pete Kremen, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at _____ My
commission expires _____

NOTARY PUBLIC in and for the State of Washington,
residing at _____ My
commission expires _____

CONTRACTOR INFORMATION:

City of Marysville

Dennis L. Kendall
Mayor

Address:
1049 State Avenue
Marysville, WA 98270

Contact Name: Commander Ralph Krusey
Contact Phone: 360.363.8300
Contact FAX: 360.651.5054
Contact Email: rkusey@ci.marysville.wa.us

WHATCOM COUNTY
NW Minichain Per Diem
Based on Budget Year 2010

EXPENDITURES

Operating Expenditures

Salary & Benefits (Exhibit A)	\$ 151,232
Overtime (Exhibit F)	40,512
Small Tools	200
Telephone	600
Equipment Rental (Exhibit B)	91,200
Admin Cost Allocation (Exhibit C)	10,156
Insurance Premiums (Exhibit D)	5,880
Equipment (Exhibit E)	22,346
Total Operating Expenditures	<u>\$ 322,126</u>

Jail Administration

Jail Administration Labor (Exhibit G)	\$ 10,837
Total Jail Administration	<u>\$ 10,837</u>

TOTAL EXPENDITURES

\$ 332,963

NW MINICHAIN PER DIEM

\$ 90

Number of Inmates Transported per Year:* 3,719

*Estimate based on actual inmates transported from 07/08-06/09.

Agencies	Total Inmates Transported	Percentage Share	Total Amount
Island	132	3.55%	\$ 11,820
Oak Harbor	20	0.54%	\$ 1,798
Skagit*	339	9.43%	\$ 31,398
Marysville*	444	12.26%	\$ 40,821
Snohomish*	1919	51.92%	\$ 172,874
Lynnwood*	482	13.28%	\$ 44,217
Shared(Western)	59	0.00%	-
Whatcom*	324	9.02%	\$ 30,035
	<u>3719</u>	<u>100.00%</u>	<u>\$ 332,963</u>

*Agencies share Western equally.

3719

Exhibit A

2010 Salary & Benefits

Employee	Salary	Social Security	Work Comp	UE	Retirement	Medical	Dental	Vision	Life	EAP	TOTAL*
	54,864	4,197	2,704	165	4,351	10,596	1,056	147	90	31	78,201
	50,403	3,856	2,704	151	3,997	10,596	1,056	147	90	31	73,031
	105,267	8,053	5,408	316	8,348	21,192	2,112	294	180	62	151,232

*These amounts are from the 2010 Personnel Cost Summary.

2010 Equipment Rental

Vehicles	ER&R Rental Rate
Eagle Bus (spare vehicle)	\$ 16,800
Braun Bus (primary vehicle)	50,400
ASR 2009-4249-Increase ER&R rates	<u>24,000</u>
Total	<u>\$ 91,200</u>

2010 Administration Cost Allocation

Jail Admin Cost Allocation	\$	464,626
Jail FTEs		91.5
Cost per FTE		5,078
Jail Minichain Cost (5078 x 2 FTEs)	\$	<u>10,156</u>

2010 Insurance Premiums

Vehicles	
Premium	\$ 10,858
Number of Vehicles	16.5
Cost Per Vehicle	\$ 658
Jail Minichain Cost (658 x 2 vehicles)	<u>\$ 1,316</u>
Personal Liability	
Premium	\$ 42,135
Jail FTEs	91.5
Cost Per FTE	\$ 460
Jail Minichain Cost (460 x 2 FTEs)	<u>\$ 920</u>
General Liability-(All Jail FTEs)	
Premium	\$ 7,022
Jail FTEs	91.5
Cost Per FTE	\$ 77
Jail Minichain Cost (77 x 2 FTEs)	<u>\$ 154</u>
General Liability-(Only Correction Officers)	
Premium	\$ 129,099
Jail Correction Officers/Sergeants FTEs	74
Cost Per FTE	\$ 1,745
Jail Minichain Cost (1745 x 2 FTEs)	<u>\$ 3,490</u>
TOTAL INSURANCE PREMIUM	<u>\$ 5,880</u>

Exhibit E

Equipment Purchased

Equipment	Yr Purchased	Amount	Life	Depr. Per Year
New NW Transport Bus	2007	\$ 223,458	10	\$ 22,346
				<u>\$ 22,346</u>

2010 Overtime

Employee	Salary Based on Hours	Less Vacation Hrs	Less Sick Hrs*	Actual Hours**
	2,080	136	48	1,896
	2,080	124	48	1,908
Various employees fill in during vacations and sick time	-	-	-	356
Total Hours	4,160	260	96	4,160

*Sick estimated at 4 hours/month

**Actual hours should total 4160

Overtime Amount (For Vacation & Sick Leave)

Total 2010 Salary for Correction Officers	3,597,035
Number of Correction Officers	66
Average salary per Correction Officer	\$ 54,501
Average hourly rate per Correction Officer	\$ 26.20
Average overtime rate per Correction Officer	\$ 39.30
Overtime hours	356
Overtime amount	\$ 13,991

Vacation & sick leave overtime	\$ 13,991
NW Minichain overtime (estimate based on prior years)	\$ 20,000
Total Overtime	\$ 33,991
Social security (33,991*7.65%)	2,600
Worker Comp (865 hrs*1.30)*	1,125
Unemployment (33,991*.3%)	102
Retirement (33,991*7.93%) (assuming PERS)	2,695
Total Overtime & Benefits	\$ 40,512

2010 Jail Administration Costs

Employee	Total 2010 Salary & Benefits*	Percentage Allocated to NW Minichain**	Total Salary & Benefits Allocated to NW Minichain
	\$ 63,854	7%	\$ 4,470
	\$ 127,338	5%	\$ 6,367
Total			\$ 10,837

*These amounts are from the 2010 Personnel Cost Summary

**Percentage supplied by Wendy Jones

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2009

AGENDA ITEM: Electronic Home Monitoring Agreement with BRK Management Services, Inc.	AGENDA SECTION:	
PREPARED BY: Lieutenant Darin Rasmussen	APPROVED BY: Chief Richard Smith	
ATTACHMENTS: Electronic Home Monitoring Provider Agreement	MAYOR	CAO
	AMOUNT:	
BUDGET CODE:		

DESCRIPTION:

Currently the City of Marysville has an agreement with Secure Alert to provide Electronic Home Monitoring of those Marysville prisoners who meet qualifications for the program. This program provides people who are serving time in the Marysville Jail with the opportunity to serve this time at home, maintaining their ties to the community and their families, while at the same time maximizing jail resources.

After reaching agreement with the City for services Secure Alert subsequently assigned the maintenance of the City's account to BRK Management Services. This new agreement has been negotiated directly with BRK Management Services and provides the City with the added benefit of not assessing rental fees during inactive days when the units are not in use.

Fees for Active Days will be assessed at the rate of \$8.00 per unit per day.

The impact to the budget by this new agreement will be a reduction in costs due to the fact we will no longer be charged for days the units are not in use. However since fees are contingent on the number of participants in the program in any given year, it is difficult to predict what the actual savings to the City will be.

This agenda bill has been approved as to form by the City Attorney's Office.

RECOMMENDED ACTION: Staff recommends Council authorize the Mayor to sign the Electronic Home Monitoring Agreement with BRK Management Services

COUNCIL ACTION:

PROVIDER AGREEMENT

This Agreement (hereinafter "Agreement"), dated the _____ day of _____, 20____, is made by and between BRK MANAGEMENT SERVICES, INC., a Washington Corporation ("Provider"), and THE CITY OF MARYSVILLE WA, a municipal corporation((hereinafter "Customer").

TERM: The term of this Agreement is for one year commencing on _____ (hereafter the "Term"). Upon completion of the Term, this Agreement shall automatically renew for additional successive one (1) year terms. Either party may terminate this Agreement upon 30 days written notice.

PAYMENTS: Customer agrees to pay to Provider for applicable Equipment, the rates set forth in attached schedule(s). Payments will commence as delineated on the attached schedule(s). No payment required hereunder shall be prorated except at Provider's discretion. Customer is responsible for any and all loss or damage to, or theft of, The Equipment. Customer's costs due to loss, damage or theft of the equipment is limited to the replacement cost of the equipment. It is understood between the parties that if Customer elects to pay for insurance, any loss, damage or destruction of Tracker Pal II is covered except for a \$50.00 deductible. However, the insurance does not provide coverage for the items specifically set forth on page 8 after the device description.

DEFAULT. If Customer fails to make payments when due or if Customer breaches any provision of this Agreement, Customer shall be in default. In the event of default, Provider can require, with minimum fourteen (14) days' prior notice to Customer, that Customer return The Equipment to Provider and that Customer immediately pay to Provider the remaining balance of any amounts due under this Agreement. If Provider is required to track a Client of Customer to make demand on such Client to repossess the Equipment after the notice period has expired, Customer agrees to pay to Provider, immediately upon demand, the cost of locating, repossessing, storing, shipping, repairing, and re-leasing the Equipment or in the alternative the replacement cost of the equipment which ever is less.

DAMAGE. If The Equipment is damaged, lost or stolen while in Customer's possession, Customer agrees to pay Provider the full cost to repair or replace such Equipment based on the rates set forth in attached schedules. The determination whether the Equipment must be repaired or replaced shall be made by Provider in Provider's sole discretion. Provider will give Customer a written invoice detailing the costs. Customer has a right to challenge the Provider's determination and Customer's costs are limited to either the repair cost or replacement costs which ever are less.

OWNERSHIP: Customer is neither the owner of The Equipment nor has title to the Equipment. Customer may not sell, transfer, assign, or sub The Equipment, without the express prior written permission of Provider. Customer may not attempt to alter or otherwise tamper with The Equipment. Customer agrees that it shall at all times keep The Equipment free from any legal process or lien whatsoever, and agrees to give Provider immediate notice if any legal process or lien is asserted or made against the Equipment.

NO WARRANTIES; this Agreement, **PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, MONITORING AND OTHER SERVICES AND USER INTERFACES TO MONITORING SERVICES.** Provider is not responsible for any injuries, damages, or losses to Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access user interfaces to Monitoring Services, the failure to follow any instructions or abide by any policies related thereto or to Monitoring Services, or Other Services, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of Equipment, Monitoring and Other Services, or any failure of user interfaces to Monitoring Services to operate for any reason, other than any such injuries, damages or losses caused by the sole negligence of Provider. Provider shall not be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond Provider's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, internet connection problems or similar causes. Customer acknowledges that Equipment, Monitoring and Other Services shall not prevent, nor are intended to prevent, any Client of Customer from committing any harmful, tortious, or illegal acts. Customer further acknowledges that it may be possible for a Client to remove The Equipment by unauthorized means, and that Provider expressly disclaims any


Provider's Initials

Customer's Initials

liability for any harmful, tortious, or illegal acts committed by such a Client while using The Equipment, as well as any liability for any acts committed by a Client who removes The Equipment and subsequently engages in any harmful, tortious, or illegal acts. Customer acknowledges and agrees that use of The Equipment and Monitoring Services shall be reserved for those Clients of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property.

INDEMNITY. Customer agrees to indemnify, defend and hold Provider harmless from and against any and all claims for any losses, damages, or injuries which may be asserted on any basis, including those listed above, by Client or any other third party against Provider except for the sole negligence of the Provider.

Provider agrees to indemnify, defend and hold the Customer harmless from and against any and all claims for any losses, damages, or injuries which may be asserted on any basis, by Client or any third party against Customer resulting from the sole negligence of the Provider.

MISCELLANEOUS PROVISIONS:

Assignment: Provider will provide 30 days prior written notice to Customer if Provider sells, assigns, or transfers its rights, benefits and obligations under this Agreement or Provider's ownership of The Equipment; Customer agrees that if Provider makes such assignment or sells The Equipment the assignee or buyer shall have the same rights, benefits and obligations that Provider now has. The parties agree that any such sale, assignment or transfer of this and/or The Equipment by Provider or Provider's assignee or transferee shall not change the duties or obligations of Provider or Customer under this Agreement.

Monitoring: BRK Management, Inc., is a beneficiary to a contract with Secure Alert that provides monitoring services on a twenty four hour per day basis. BRK Management, Inc., will ensure that the Customer has access to Secure Alert for technical services and monitoring services. Customer may contact Secure Alert directly regarding these services. Provider agrees that during the Term it shall maintain twenty-four (24) hour, seven (7) days per week technical assistance and monitoring of Clients through the central host computer system owned and operated by Secure Alert and guaranteed to Provider and Provider customers as set forth in paragraph 2 Provider Obligations - Monitoring in this Agreement. Provider will provide Customer with all necessary contact information for Secure Alert.

Construction: The parties intend this Agreement to be a valid and legal document. This Agreement shall be construed according to its fair meaning and not strictly for or against Provider or Customer, as if each of Provider and Customer had prepared it.

No Waiver: Customer acknowledges and agrees that any delay or failure by Provider to enforce its rights under this Agreement does not prevent it from enforcing any rights at a later time.

Attorney Fees: In the event of any litigation between the parties regarding this Agreement the prevailing party shall be entitled to an award of its reasonable attorneys' fees, court costs and litigation expenses.

Jurisdiction and Venue: This Agreement shall be governed, interpreted and construed under the laws of the State of Washington. Any and all disputes arising out of or relating to this Agreement shall be resolved in the venue of the Snohomish County Superior Court.

No Third Party Beneficiaries: This Agreement is intended for the exclusive benefit of Provider, Customer and Customer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

Severability: Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Headings: The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.


Provider's Initials

Customer's Initials

Notices: Notices to the parties hereto pursuant to this Agreement shall be given in writing and delivered by depositing them in the custody of the United States Postal Service (USPS), postage prepaid, addressed as set forth below for the respective parties. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties hereto and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to all or part of the subject matter herein. No party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The parties may not amend, modify or cancel this Agreement except as provided herein or by a written agreement signed by all parties to this Agreement.

Acknowledgment: The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same including all of the terms and conditions.

AUTHORITY OF SIGNER. By signing below, the signer of this instrument on behalf of Customer certifies that he/she has all proper authority to bind Customer hereto, pursuant to its Articles, Bylaws, statutory or other charter, ordinances, laws, or any other rules governing such authority.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date and year first set forth above.

Provider:

Customer:

BRK Management Services, Inc.

P.O. Box 11215 Olympia, WA 98508.

Contact Phone No: (360) ~~586-2731~~ ³⁵⁷⁻⁸⁰³¹

X  _____

Printed Name: Barbara E. Miller

Title: President

Address: _____

City/State/Zip _____

By: _____

Printed Name: _____

Title: _____

Email address: _____

Check here if billing information is same as above or enter billing information to the right:

Billing Information:

Address: _____

City/State/Zip _____

Billing Contact: _____

Email: _____

Billing Phone No: _____


Provider's Initials

Customer's Initials

ADDENDUM

Termination of SecureAlert, Inc Contract #0812-832 dated 11/24/08
between City of Marysville and Secure Alert Inc.

As of April 1, 2009 Secure Alert, Inc. assigned to BRK Management Services Inc. all rights, title and interests held by Secure Alert to the SecureAlert, Inc Contract #0812-832 dated 11/24/08 between City of Marysville and Secure Alert Inc.

The Parties BRK (Provider) and the City of Marysville (Customer) agree to terminate the assigned contract referenced above and replace it with this agreement.

Provider:

BRK Management Services, Inc.

P.O. Box 11215 Olympia, WA 98508.

Contact Phone No: (360) ³⁵⁷⁻⁸⁰³¹~~586-2731~~

X  _____

Printed Name: Barbara E. Miller

Title: President

Email address: barbaram@brkmsi.com

Customer:

Address: _____

City/State/Zip _____

By: _____

Printed Name: _____

Title: _____

Schedule: TrackerPAL II Equipment and Services

EQUIPMENT AND SERVICES

This agreement is for a maximum quantity of _____ TPII devices which will be billed at a rate of \$ 8.00 per Active Day and no inactive days will be charged.

The initial quantity of TPII devices to be delivered pursuant to this contract is _____

This agreement provides for a maximum of _____ TPII devices to be enabled for use of the eArrest Beacon feature at an additional rate of \$ _____ per Active day per enabled device (cannot exceed the maximum # of TrackerPAL II's shown above).

The initial quantity of eArrest Beacons to be delivered pursuant to this contract is _____

TrackerPAL II Device Insurance at \$0.50 per device per day through Travelers Insurance. If insurance is chosen, it must be taken on all devices and is payable every day, Active and Inactive days. There is a \$50 deductible for TPII devices.

The rates set forth above include a 10% overstock allowance for quantities of 10 or more billable devices. A billable day is the day the equipment is activated or Five (5) days from receipt of the equipment to the Customer. Customer agrees to pay for return shipping to BRK Management Services, 2401 Bristol Court SW, C-102, Olympia, Wa 98502 if units are being returned at Customer's discretion.

Defective Equipment: Customer may contact Secure Alert directly for technical and monitoring services. Provider will provide Secure Alert Contact information to Customer. If Secure Alert through technical consultation determines that devices are defective Customer may return the defective devices directly to Secure Alert. Customer further agrees to comply with the procedure established by Secure Alert for the return, at no cost, of defective devices to Secure Alert. The procedure for obtaining an RMA /Returning Devices is attached hereto pages 9 – 11 of this agreement.

The rates set forth above are guaranteed for the initial term, but is subject to change for any renewal term, if Provider provides notice of any such proposed change in rate to Customer at least thirty (30) days prior to the expiration of the term. Such increased rate shall become effective as of the renewal Term unless Customer provides notice of its intent to terminate the Agreement as provided in Section 1 of this Agreement.

CUSTOMER OBLIGATIONS;

1. **PAYMENT:** BRK/Provider will invoice the City/Customer once a month for equipment and services rendered. The City will remit payment to Provider when regularly approved by the City Council on Council Agenda, but in any event not later than 45 days from date of billing.
2. **CASE SELECTION:** Customer understands, agrees and acknowledges that during the Term it shall (a) retain complete authority for case selection, management and administration with respect to each individual who shall participate in Electronic Monitoring (hereinafter "Client"), including, without limitation, monitoring responsibility with respect to each Client; (b) be responsible for all liaison work with the involved courts and/or agencies; (c) identify and make available Customer staff and/or equipment that complies with Provider's policies as in effect from time to time, in order to use and access the Monitoring Services, including, without limitation with respect to Provider's policy that establishes a specifically correct method of equipment (i.e.: fax, phone, pager) for the purpose of Provider notification of Alert Conditions to Customer; (d) perform or oversee Client orientation, installation and de-installation of Equipment and overall compliance with Provider's policies, which policies include, without limitation, a specific method of equipment installation, and Client equipment use guidelines; (e) establish alert notification protocols and parameters, in accordance with available Notification Options, and an alert response policy, and respond to Alert Conditions in accordance with that policy; (f) assume the financial responsibility for the cost associated with replacing any lost, stolen, or damaged


Provider's Initials

Customer's Initials

Equipment or accessories; and (g) provide to Provider the required information and parameters for monitoring each Client, including, without limitation, each Client's case curfew, movement restrictions, inclusion and exclusion zone information, essential demographic and case information. Customer will be solely responsible for properly recording all Alert Conditions and other information relative to monitoring The Equipment when located on a Client, including, without limitation, data entry and data storage of all such Customer specified information into Provider's computer system.


Provider's Initials

Customer's Initials

PROVIDER OBLIGATIONS

1. **ORDERING AND DELIVERY OF EQUIPMENT; ACCESSORY EQUIPMENT:** Provider shall coordinate with Customer to deliver the Equipment to Customer pursuant to the Shipping terms described above. Provider shall also supply to Customer, an installation and maintenance kit for The Equipment which includes different sizes of straps, a strap cutter, measuring device and torque driver. Unless otherwise agreed between Customer and Provider, Customer shall return the installation and maintenance kit to Provider upon termination of the Agreement. Additional installation and maintenance kits or kit components shall be subject to such additional charges as are set forth in Replacement and Consumables Costs below.
2. **MONITORING SERVICE.** Provider agrees that during the Term it shall (a) maintain twenty-four (24) hour, seven (7) days per week monitoring of Clients through the central host computer system owned and operated by Secure Alert and available to all Provider customers; such host computer which communicates with The Equipment which is properly installed and has not been tampered with or altered, through cellular service where available, and based upon the data provided by Customer to Provider for each Client, as described in Section 3 below; such communication from the Equipment to the host computer shall be at 5 minute intervals (b) subject to the minimum equipment and system requirements required to be satisfied by Customer to access the web-based user interface, provide Customer's authorized personnel twenty-four (24) hour, seven (7) days per week access to Provider's user interface for the purpose of directly monitoring Clients based on the Equipment; (c) provide notification of Alert Conditions as described in Section 4 below to those authorized personnel of Customer identified in writing by Customer to Provider as being authorized to receive such information, which information is to be provided to Customer pursuant to the predefined notification protocols to be delivered by Customer to Provider pursuant to Section 3 below; and (d) document and maintain Alert Conditions and Equipment status information for each Client properly enrolled during the Term.
3. **NOTIFICATION OPTIONS:** Provider shall notify Customer of any Alert Conditions based upon predefined notification protocols available and specified by Customer in writing and delivered to Provider on or before the commencement of the monitoring of any specific Client.
4. **ALERT CONDITIONS:** For purposes of this Agreement, "Alert Conditions" means an alert notification condition as specified by Customer, including daily curfew, movement restrictions, inclusion and exclusion zone restriction violations, tamper alerts and Equipment status alerts that the monitoring system is able to identify based on the Equipment, and about which Provider agrees to notify Customer based on protocols available and specified by Customer in writing and delivered to Provider on or before the commencement of the monitoring of any specific Client.
5. **TRAINING OF AUTHORIZED PERSONNEL:** Provider agrees that it shall provide Customer reasonably necessary training for its authorized personnel who shall be monitoring Clients so that such personnel may properly use the user interface for the purposes of monitoring Clients as set forth herein as follows: If the initial quantity of TPII devices delivered, as set forth above, is from 1 to 20 then live, internet based training will be provided. If the initial quantity of TPII devices delivered, as set forth above, is greater than 20 then live, onsite training will be provided. Customer acknowledges that Customer's access to the user interface shall generally be limited to password-controlled Internet access and that no software shall actually be delivered to Customer. Customer shall bear all responsibility for providing its own computer hardware, software and internet access meeting Provider's minimum requirements for access to the monitoring service.
6. **CUSTOMER SUPPORT:** Provider shall provide customer service to Customer as reasonably necessary to provide assistance to and to update Customer on any changes or updates to The Equipment, Monitoring Services and overall operation of the monitoring system with respect to The Equipment and accessories which may affect Customer's reasonable use thereof.

REPLACEMENT COSTS

- If insurance option isn't chosen, and a device is lost or irreparably damaged, the following replacement charges will apply:
 - TPI - \$950.00
 - TPII - \$950.00

 - Following are replacement costs for the following uninsurable components:
 - TPI Battery - \$35.00
 - TPI Charging Unit - \$35.00
 - eArrest Beacon - \$100.00
 - TPII Charging Cord - \$30.00
 - TPII Breakaway Cord - \$10.00
-
-

CONSUMABLES COSTS

	Kit - \$190.00	Individual Items – Prices Below
	Qty. in Kit:	No Minimum Qty.
Tool Box	1	\$7.25
Hex Driver	1	\$2.20
Torque Driver	N/A	\$33.15
Measuring Device	1	\$1.80
Left tamper caps and Right tamper caps	15 each	\$0.20
F Strap	2	\$9.25
G Strap	3	\$9.35
H Strap	3	\$9.35
I Strap	3	\$9.55
J Strap	2	\$9.65
K Strap	2	\$9.85

Procedures for Ordering and Returning TP2 Devices

Ordering Devices

To place an order for devices or any of the components such as straps, battery chargers, break away cord, caps etc. please e-mail the request to judymp@brkmsi.com or call 360-357-8031 or toll free 877 357 8031. You will receive a confirmation e-mail when the order is placed and, again when the order is shipped.

Returning Devices-Standard Returns

When a device is NOT defective or damaged, but is being returned for stock rotation, or to avoid overstock or Idle charges ship or mail to:

BRK Management Services Inc.
2401 Bristol Court SW, C-102
Olympia, Washington 98502

If available, the original packaging should be used to minimize product damage during shipping. *Your Agency is responsible for standard return shipping charges.*

RETURNING DEFECTIVE AND/OR DAMAGED DEVICES

When a device is being returned due to damage or defect, reasonable efforts must be made to remotely repair the device by calling **Technical Support at 1-800-466-1377**. If Technical Support determines the device unrepairable, complete an RMA Request form (attached) and Email to: returns@securealert.com. Please cc Judy at judymp@brkmsi.com.

NOTE: The Technical Support ticket number must be on the RMA form.

If the RMA is authorized by Tech Support, Secure Alert will pay the shipping costs.

There has to be a ticket number associated with each device, you cannot get one ticket number for two devices.

Completing the RMA Request form (scroll down to view the RMA form)

1. Enter date requested
2. Enter Agency Name
3. Enter State
4. Enter who the RMA was requested by (your name)
5. Enter your Email address
6. Select shipping method
7. Enter the device's serial number (located on bottom of device)

Devices should be returned as a "Kit" including all of the accessories that were originally shipped with the device, charger, battery, pigtail, etc.

NOTE: FedEx Ground is the standard shipping method, if another shipping option is selected the Agency is responsible for any additional shipping charges.

IMPORTANT: print off (2) copies of the RMA Request form, include one with the shipment and keep one for your records.

Timeframes: within twenty-four (24) business hours of the RMA form submission, you will receive an RMA number and a return shipping label via Email.

You must print your shipping label within a week of receipt or it will expire. New labels sent will result in additional shipping fees

All RMA's will expire fourteen (14) days after receipt of the shipping label. Equipment must be shipped within fourteen days.

Devices are unassigned from your Agency the next business day after they are received. Shipping devices in a timely manner will result in fewer billable idle days.

RMA REQUEST FORM

Once this form has been completed, save it as your agency name and date requested for your reference.

Example: **RMA - Montgomery County Juvenile Probation 022409** Once saved, email to returns@securealert.com. Also copy judy@brkmsi.com. Within 24 business hours, SecureAlert will email you back shipping labels and your RMA Number for reference. Once receive the labels, please ship back the device(s) immediately to avoid billing issues.

MAKE SURE YOU HAVE REVEIWED SECUREALERT'S RMA POLICY

Date Requested:	Notes on this form
Agency Name:	
State:	*You must include as much of the serial number as you know, preferably w the prefix included (ex. 34B-0123456).
RMA Requested By:	*You are required to input a ticket number for all devices that are deemed damaged
Requestor Email: _	*If you require a report for court or legal purposes about the device or any accessories, please notate this in the Flagged for Report section. Reports are only supplied for legal reasons, and you must also email a Court Report for
Shipping Method* <u>Fed Ex Ground</u>	*Please review the RMA procedure document for additional information al RMAs

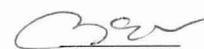
* Subject to additional fees if nonstandard shipping method

Use Dropdowns under description to select the correct items.

Devices		Accessories	
Device Serial #	Specific Issue/ Ticket Number	Flagged for Report	Accessories

Replacement Devices and Parts			
Quantity	Device	Accessories	Quantity
Shipping Method*			

PRINT A COPY OF THIS FORM AND INCLUDE IT IN THE BOX WITH THE EQUIPMENT BEING SHIPPED BACK.


 Provider's Initials Customer's Initials

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2009

AGENDA ITEM: Nonexclusive Communication Site Sublease	AGENDA SECTION: New Business
PREPARED BY:	AGENDA NUMBER:
ATTACHMENTS: Nonexclusive Communication Site Sublease	APPROVED BY:
	MAYOR CAO
BUDGET CODE:	AMOUNT:

DESCRIPTION:

Please see attached agreement.

RECOMMENDED ACTION: Staff recommends the City Council authorize the Mayor to sign the Nonexclusive Communication Site Sublease

COUNCIL ACTION:

NONEXCLUSIVE COMMUNICATION SITE SUBLEASE

THIS NONEXCLUSIVE COMMUNICATION SITE SUBLEASE (this "Sublease") 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" or "Sublessor"), and King County, Washington, a political subdivision of the State of Washington (hereinafter sometimes called "the County" or "Sublessee") this ____ day of November, 2009.

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 constructed 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 with third-party co-locators.
- IV. City and Sublessee have entered into a Marysville Tank Communications Site Installation Agreement and Sublessee desires to enter into a sublease with the City on the terms and conditions of this Sublease for the equipment installed.

AGREEMENT

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

1. **RECOGNITION AND ACKNOWLEDGMENT OF MASTER LEASE.** Unless specifically provided otherwise herein, Sublessee 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. 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 Sublessee, either express or implied, concerning the Master Lease, the premises, or the suitability of the premises and improvements for Sublessee's intended use.
3. **NONEXCLUSIVE.** This is a nonexclusive Sublease and Sublessee

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

4. **PRECONDITIONS.** The City's performance under this Sublease is expressly preconditioned upon any preconstruction interference study conducted by or delivered to the City showing that Sublessee's agreed equipment will not cause interference as the City may determine. In the event of an unacceptable interference, at the option of the City, the City may declare this Sublease null and void and of no force and effect. There are no other preconditions to Sublessee's payment and performance under this lease. Except as to any preconditions recognized by this paragraph, the parties shall be fully bound to this Sublease upon the stated effective date and sublessee shall fully pay all rents and other charges due and perform all obligations of Sublessee from and after the commencement date.

5. **PREMISES.** The City agrees to sublease to Sublessee and Sublessee agrees to lease 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, Sublessee 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 for five (5) years and shall commence on December 1, 2009 and end on November 30, 2014. The term may be extended as permitted under the terms of this Sublease for one (1) additional five (5) year term. Tenant's obligation extending beyond December 21, 2010 is contingent upon appropriation of sufficient funds to pay such obligation by the King County Council. Should such appropriation not occur, this lease and all tenant's obligations will terminate at tenant's convenience as of the last date of occupancy for which funds for rent were appropriated.

7. **EXERCISE OF 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, and Sublessee has faithfully and fully performed all terms and conditions of this Sublease, Sublessee shall have the right to extend this Sublease 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, Sublessee shall give the City written notice of its intent to extend this Sublease. Said notice shall be addressed and mailed in accordance with paragraph 31a of this Sublease.

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. If there are costs associated with said study, Sublessee shall reimburse the City's costs.

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

8. **EQUIPMENT TO BE ATTACHED.** Sublessee 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 Sublessee 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. Sublessee may not use the premises for any other purpose.

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

a. **SERS Siting Fee.** Unless waived or modified by SERS, Sublessee agrees to pay a siting fee to SERS in an amount set out in the General Terms and Conditions to the Master Lease. As currently drafted the General Terms and Conditions limit said fee to not exceed \$12,500. Said fee shall be paid upon execution of this Sublease.

b. **City Siting Fee.** Because Sublessee is another Washington State governmental unit, City waives any City siting fee.

c. **Security Deposit.** Because Sublessee is another Washington State governmental unit, City waives any security deposit.

d. **City Legal Costs.** Upon execution of this Sublease, Sublessee shall also reimburse the City for its reasonable costs and expenses, including legal fees, incurred by the City in connection with the preparation and negotiation of this Sublease.

e. **Annual Base Rent.** Sublessee shall pay the City annual base rent in the amount of \$4,084.00.. Annual base rent for the first year shall be due and payable on the

commencement date. Annual base rent for subsequent years of this Sublease shall be due and payable on the anniversary of the commencement date. Should the City allow Sublessee 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-ration to account for additions or changes in the middle of a lease year. At the option of Sublessee, the annual rent may be paid in 12 equal payments, the first due on December 1, 2009 with subsequent payments due on the first day of each succeeding month.

f. **Adjustment of Annual Base Rent.** The annual base rent shall be adjusted 3 % per year beginning with the lease year commencing on the first anniversary of the commencement date. .

g. **Insurance Cost.** If as a result of this Sublease the City's cost for any insurance shall increase, the City shall invoice Sublessee for the increased cost on the anniversary of the commencement date. Sublessee 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. **Utilities Cost.** If all of the utilities to Sublessee's equipment and facilities are not separately metered and billed to Sublessee, but the said utility is billed to the City and increases the City's cost for utilities, the City shall invoice Sublessee for the increased cost on the anniversary of the commencement date. Sublessee 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.

i. **Tax Imposed on the City.** Should any tax be imposed on the City for or on account of this Sublease, or the City's receipt of payments under this Sublease, upon the City's payment of said tax, the City shall invoice sublessee for the tax imposed upon the City. Sublessee 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.

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

10. **LATE PAYMENTS; INTEREST.**

a. **Late Charge.** If any rent, additional rent or other charge is not received by the City from Sublessee within ten (10) days of its due date, Sublessee shall immediately pay the City a late charge equal to five percent (5%) of the amount of the rent, additional rent or other charge. Payment of a late charge shall not be construed as a waiver of any other rights that the City may have under this Sublease.

b. **Interest.** In addition to all other charges, Sublessee shall pay to the City interest at the rate of one percent (1%) per month, or the maximum legal rate of interest, whichever is less, on any rent, additional rent, or other charge from any after the 10th day after the amount is due.

11. **TAXES.** Sublessee shall timely pay all taxes, real, personal or otherwise, if any which become due and payable for or on account of this Sublease or location of the agreed equipment on the premises. Upon request, evidence of all such payments shall be provided to the City. Sublessee shall insure that no lien is imposed upon the premises and agrees to indemnify the City from 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, or incurred by City to address taxes owed by sublessee.

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

a. **Installation.** Sublessee 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 Sublessee's equipment shall be at the sole cost and expense of Sublessee. Sublessee shall paint the color of its facilities as the City may direct.

b. **Compliance With Law; Waste.** Sublessee 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. Sublessee shall not permit, and shall not cause waste upon the premises.

c. **Removal.** The Sublessee shall remove its equipment and materials from the premises upon the termination of this Sublease 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, Sublessee 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 Sublessee shall be relieved of the duty to otherwise remove the same. If Sublessee is required to remove its materials and equipment, Sublessee 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 Sublessee and Sublessee shall hold the City harmless from any portion thereof.

13. **EQUIPMENT AND MATERIALS UPGRADE.** Sublessee 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. Sublessee 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. Sublessee shall not interfere with the use of the antenna, the premises, related facilities or other equipment of SERS and any co-locators.

b. Sublessee 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 term.

c. Sublessee 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, Sublessee shall take reasonable measures at Sublessee's sole cost to cover and/or protect Sublessee's equipment, personal property or materials.

15. **LIENS.** Sublessee 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 Sublessee, or claimed by or through Sublessee. Sublessee 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. Sublessee at all times during this Sublease, 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. Sublessee 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 Sublessee to examine and inspect the premises for safety and to ensure that the Sublessee is complying with the provisions of this Sublease.

17. **UTILITIES.** Unless separate metering is not available, Sublessee shall arrange for separate metering of its utilities associated with its use as permitted by this Sublease. Sublessee shall pay all costs associated with arranging for said metering and Sublessee shall pay all utility charges as and when they come due. Sublessee 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 Sublessee, 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.** Sublessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for or occasioned by Sublessee's use of the premises.

19. **INTERFERENCE.** Sublessee'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. Sublessee agrees to immediately cease upon actual notice activities which materially interfere with other operations. The City at all times during this Sublease 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, at Sublessee's expense, obtain an interference study to determine if Sublessee's activities interfere with the use and operation of other communication facilities on the antenna which pre-existed Sublessee's agreed equipment. If Sublessee's agreed equipment causes interference, Sublessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Sublessee 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.

The City may receive requests to sublease to co-locators. If after installation of Sublessee's agreed equipment the City proposes to enter into a sublease with a co-locator, the City will advise Sublessee of the proposal, and the City will supply Sublessee with such information as the third party will provide for review for noninterference. Sublessee shall have thirty (30) days to review and comment on the information supplied. If Sublessee does not

object in writing within the said thirty (30) days, then Sublessee 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 Sublessee's agreed equipment and operation. If Sublessee 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 Sublessee subsequent noninterference with Sublessee'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 Sublessee's use. In such event, Sublessee may terminate this sublease on thirty (30) days notice to the City.

20. **INSURANCE.**

a. Sublessee shall procure and maintain during the duration of this Sublease insurance against claims for injuries to persons or damage to property which may arise from or in connection with Sublessee's operation and use of the subleased premises as follows:

i. Commercial General liability insurance in the minimum combined single limit of \$5,000,000. Said insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Sublessee's commercial General Liability Insurance Policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

ii. Property insurance covering the full value of Sublessee's property and improvements with no co-insurance provisions. Property insurance shall be written on an all risks basis.

b. The Commercial General Liability Insurance shall specify that Sublessee's insurance is primary insurance as respect the City. Any insurance, self-insurance or insurance pool coverage of the City shall be excess coverage to the Sublessee's insurance and shall not contribute with it. Sublessee's insurance shall be endorsed to state that coverage will not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested has been give to the City. Insurance is to be placed with insurers with a current A.M. Best rating of not less that A: VII. Sublessee shall provide the City with evidence of insurance including certificates of insurance as the City may from time to time request.

c. Sublessee may satisfy the insurance obligations by maintaining a self

insurance program satisfying the minimum requirements set out in subparagraphs a and b of this paragraph 20. Sublessee shall provide City such certification(s) of said self insurance program as city may reasonably require.

d. The City and Sublessee hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

21. **INDEMNIFICATION.** Sublessee 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 Sublessee, 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, Sublessee's agreed equipment, or Sublessee'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 Sublessee, its contractors or subcontractors for the installation, construction, operation, maintenance or use of the premises or Sublessee's agreed equipment, and upon request of City sublessee 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. Sublessee shall have no obligation to indemnify the City for the sole negligence of the Indemnitees. This indemnity shall survive any termination of this Sublease.

Sublessee hereby waives, as to the City only, the immunity of the Industrial Insurance Provisions of RCW Title 51, but only for the sole purpose and only to the extent necessary to indemnify the City as provided for in this paragraph 21. This waiver has been mutually

negotiated by the parties Initials _____; _____.

22. **RELEASE OF CLAIMS.** Sublessee 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 Sublessee shall, at the Sublessee'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, Sublessee's business or any

activity or condition on or about the premises (the "environmental laws"). The Sublessee 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 Sublessee 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 Sublessee 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 Sublessee agrees that such activity shall occur safely and in compliance with the environmental laws.

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

iv. The Sublessee, 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 Sublessee shall fail to fulfill this duty, at its option the City may fulfill such reporting requirements, and bill the cost thereof to Sublessee 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. Sublessee'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 by undertaken because of any action of Sublessee whereby a deposit, spill, discharge or other release of hazardous materials occurs during the term of this Sublease, then Sublessee shall, in a timely manner and at the Sublessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Sublessee shall then carry out all such cleanup and remediation plans at its own expense. Any such cleanup and remediation plans are subject 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.** The Sublessee 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 Sublessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of hazardous materials on or about the premises. In addition, Sublessee 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 Sublessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of hazardous materials by the Sublessee. For the purposes of this paragraph, "Sublessee" shall be construed to mean Sublessee, or any of its agents, representatives, employees or contractors. This indemnity shall survive the termination of this Sublease.

d. **Remediation on Lease Termination.** Upon expiration or earlier termination of this Sublease, Sublessee shall remove, remediate or clean up any hazardous materials on or emanating from the premises, occasioned by Sublessee, and Sublessee shall undertake whatever other action may be necessary to therefore bring the premises into full compliance with environmental laws. Sublessee 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 Sublessee's compliance with environmental laws. If Sublessee does not timely proceed with a plan of cleanup, the City may supply Sublessee with a notice of default, and if within the deadline specified in the notice, Sublessee 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 Sublessee.

24. **NON-DISCRIMINATION.** The City and Sublessee 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. Sublessee 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 Sublessee shall fail to fully and timely make any payment under this Sublease or fail to fully and timely perform as required by this Sublease. In the event of a default, the City may give Sublessee 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 Sublessee 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 Sublessee from the premises. At its option, the City may also (1) declare in writing the sublease terminated, in which event Sublessee 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 Sublessee 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 Sublessee 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, 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 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, or because of a dispute concerning the terms and provisions of this Sublease, 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. The venue of any action brought under the terms of this Sublease shall be in the Snohomish County Superior Court.

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

- a. **Failure of Precondition.** Without any notice, that party for whom a precondition is specified elsewhere in this Sublease, and the remedy of termination is granted, may declare this Sublease null and void for the failure of a precondition in its favor.

- b. **Damage or Destruction.** Upon thirty (30) days written notice, one to the

other, in the event that the antenna, or Sublessee's agreed equipment, is substantially damaged or destroyed, either party may declare this sublease terminated.

c. **Insolvency.** Without notice, upon Sublessee being the subject of a bankruptcy filing, the City may declare this Sublease terminated.

d. **Passage of Law or Regulation.** Should the State or Federal government by statute, regulation or decision require the City, because it has entered into this Sublease, to allow other co-locators on the antenna and premises, then the City upon thirty (30) days written notice to Sublessee may declare this Sublease terminated.

e. **Antenna Unsound.** Upon thirty (30) days written notice from the City to Sublessee, 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 Sublessee's use.

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

g. **Health Hazard.** Upon thirty (30) days written notice from the City to Sublessee, 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.

h. **Any Other Provision.** Upon such notice, and under such circumstances as other provisions of this Sublease set out.

30. **ASSIGNMENT OR SUBLEASE.**

a. **Prohibited Without Consent.** Sublessee shall not assign or transfer this Sublease or any interest or rights therein, nor delegate its duties under this Sublease, nor sub-sublease the whole or any part of the premises, nor grant an option for assignment, delegation, transfer or sub-sublease for the whole or any part of the premises, nor shall this Sublease 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 — Production of Records.** If Sublessee desires to

transfer this Sublease, Sublessee 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 sublessee. Upon request by City, sublessee 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, 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 Sublessee and shall not be subject to litigation or appeal. The City shall charge Sublessee 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 Sublessee.

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

31. **NOTICES.** Except for notices required under Chapter 59.12 RCW, notices required under this Sublease 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 sublessee, to

King County Radio Communications Services Manager
6452 South 144th Street
Tukwila, WA 98168

32. **HOLDING OVER.** If Sublessee holds over after the expiration of the term of this Sublease or any extension thereof, Sublessee, if the Master Lease has not expired, shall become a subtenant from month to month upon the terms of this Sublease as applicable. Acceptance by the City of rent after such expiration or early termination shall not result in a renewal of this Sublease, 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 Sublessee fails to surrender possession of the premises upon expiration of this Sublease, despite demand to do so, as provided for by law, Sublessee 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.

33. **NO PRESUMPTION AGAINST DRAFTER.** Sublessee and City agree that this Sublease 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, 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.

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

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

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

37. **NONWAIVER.** The failure of the City to insist upon strict performance of the terms of this Sublease 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, besides performance of specific removal and remediation covenants provided for elsewhere in this Sublease, and subject to those covenants, Sublessee 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 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.

DATED: _____

DATED: _____

CITY OF MARYSVILLE

KING COUNTY

By _____
DENNIS KENDALL, Mayor

By _____
Its _____

ATTEST:

By _____
_____, City Clerk

Approved as to form:

Approved as to form:

By _____
GRANT K. WEED, City Attorney

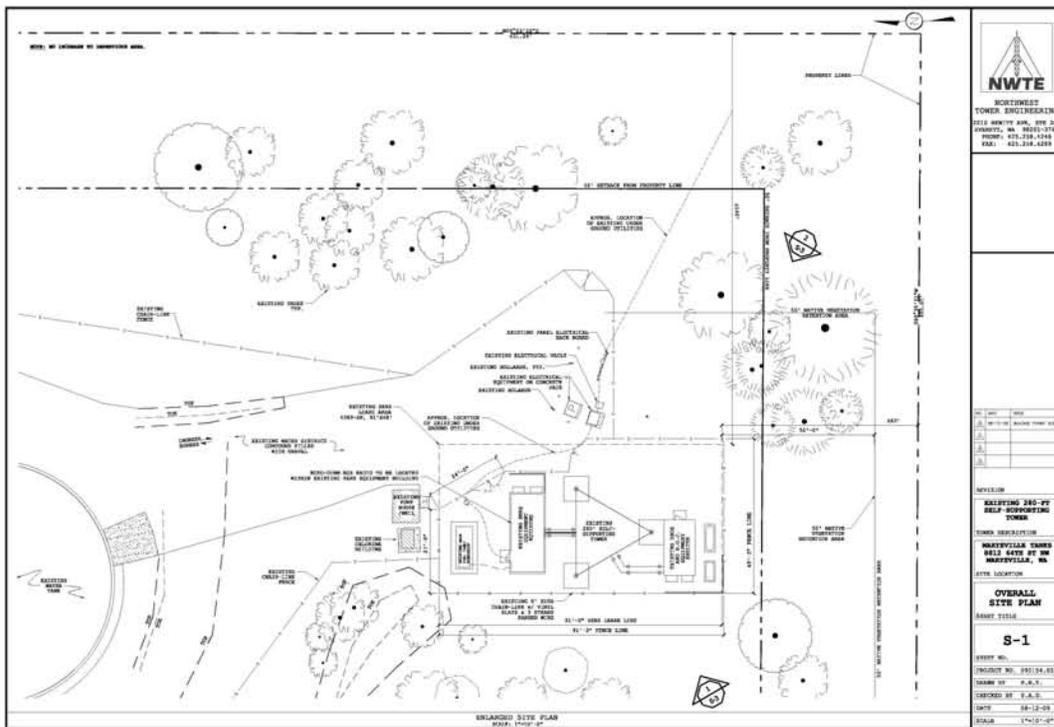
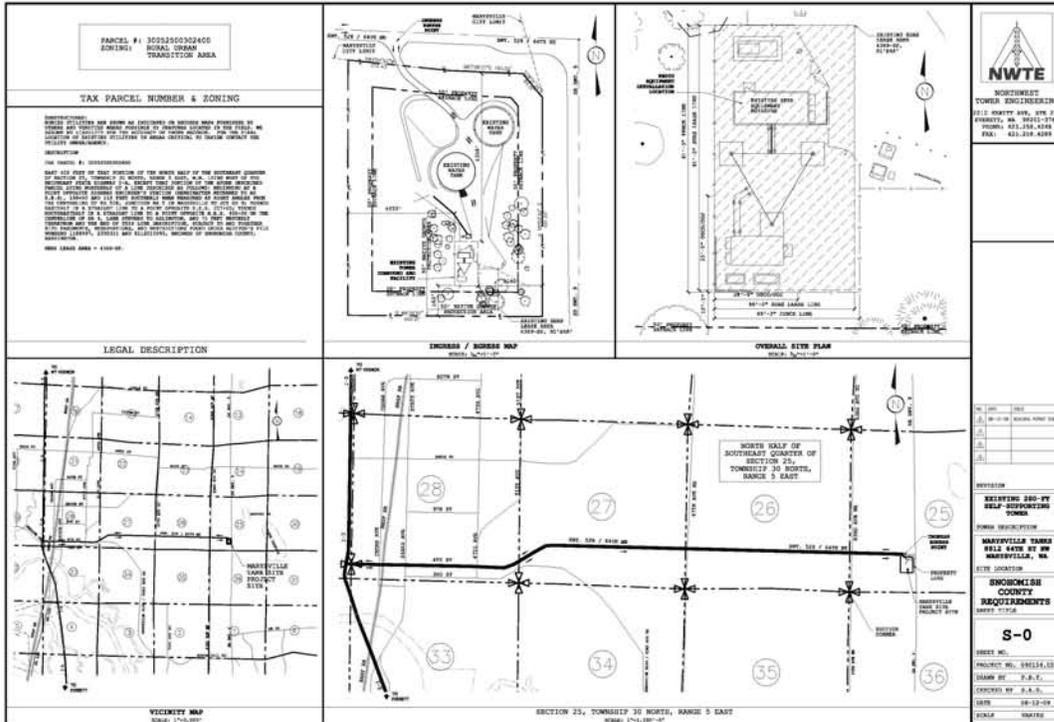
By _____
_____, Attorney

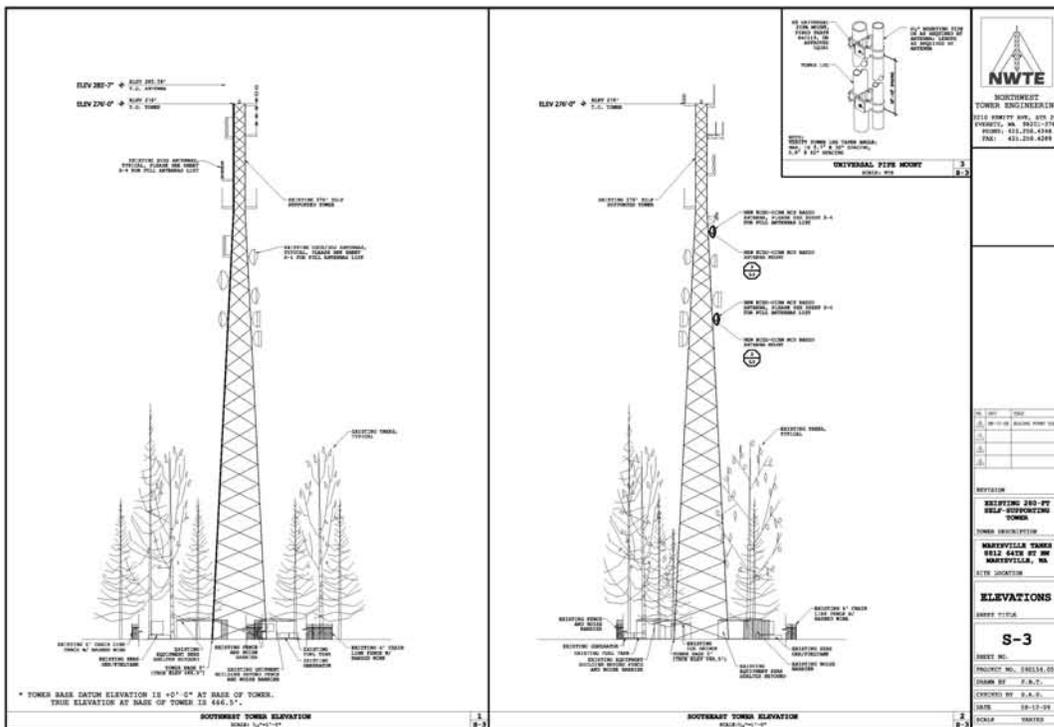
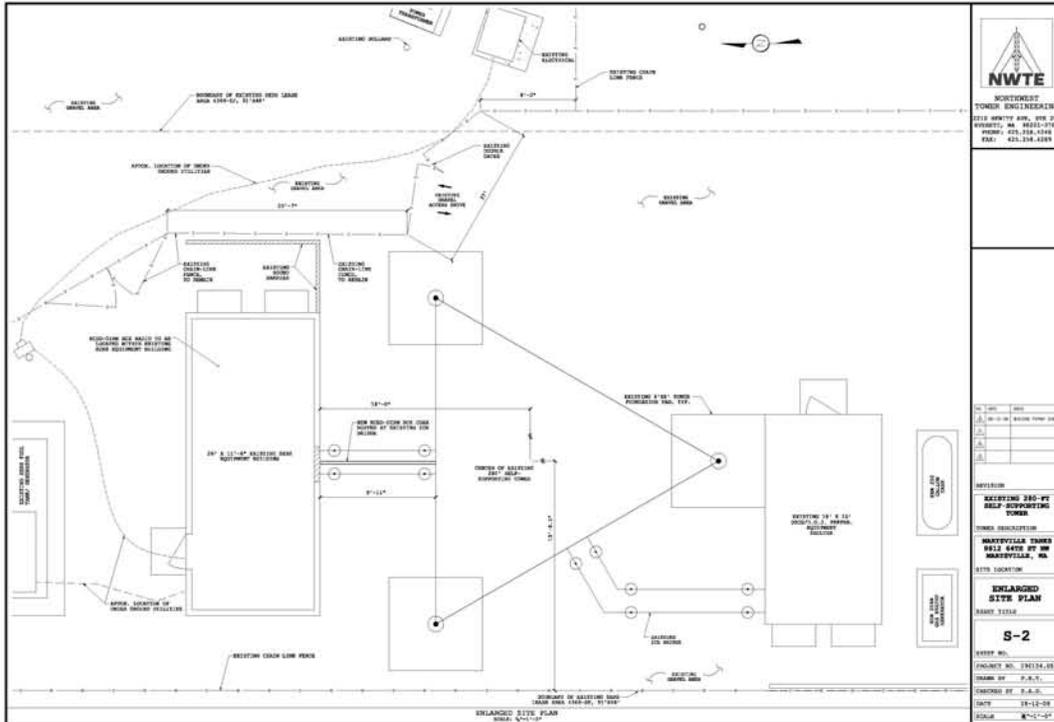
STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that DENNIS KENDALL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 200__.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____





CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2009

AGENDA ITEM: Amendment No. 1 to the Interlocal Agreement for Furnishing Equipment Maintenance/Repair Service with Snohomish County	AGENDA SECTION:	
PREPARED BY: Holly Kohl, Engineering Aide – Project Compliance	APPROVED BY: <i>[Signature]</i>	
ATTACHMENTS: <ul style="list-style-type: none"> Amendment No. 1 to Interlocal Agreement for Furnishing Equipment Maintenance/Repair Service 		
	MAYOR	CAO
BUDGET CODE: 50100065	AMOUNT: \$7,200 Estimate	

DESCRIPTION:

Attached is an Amendment to the Interlocal Agreement for Furnishing Equipment Maintenance/Repair Service with Snohomish County. Snohomish County provides two-way radio setup and programming services for the City of Marysville.

Snohomish County informed the City of Marysville that they have increased their labor rate from \$75.96 to \$89.92 (2008 rate had been \$84.70) and their parts mark-up has not changed.

The City of Marysville Fleet Services Division does not have a radio shop with employed radio/radar technicians. In order for these services to be performed we must utilize the complete and skilled services of the County.

RECOMMENDED ACTION: Staff recommends Council authorize the Mayor to sign Amendment No. 1 to the Interlocal Agreement for Furnishing Equipment Maintenance/Repair Services for the period of January 6, 2010 through December 31, 2010.
COUNCIL ACTION:

EXHIBIT A

After Recording Return to:

Snohomish County
Department of Public Works
Fleet Management Division
3402 McDougall Avenue
Everett, WA 98201

**AMENDMENT NO. 1
TO INTERLOCAL AGREEMENT FOR
FURNISHING EQUIPMENT MAINTENANCE/REPAIR SERVICE**

Agency: City of Marysville

THIS AMENDMENT to that certain Interlocal Agreement For Furnishing Equipment Maintenance/Repair Service entered into on January 6, 2009 ("Agreement"), is made by and between Snohomish County, a political subdivision of the State of Washington, and the City of Marysville, a municipal corporation of the State of Washington. For and in consideration of the mutual benefits herein, the terms and conditions of the Agreement are hereby modified as follows:

1. **COMPENSATION.** Section 7.1, Compensation, is deleted and replaced with the following:

7.1. **Compensation.** Compensation for services rendered during the 2010 contract period shall be as follows:

- a. County inventory parts shall be supplied at cost + 50%.
- b. County labor shall be supplied at a cost of Eighty-Nine and 92/100 Dollars (\$89.92) per hour; overtime labor shall be provided at 1.5 times the hourly rate.
- c. Vendor repairs shall be provided at County cost plus labor for transporting to and from vendor at the above County labor rate, and direct parts shall be supplied at cost + 10%.

**AMENDMENT NO. 1 TO
INTERLOCAL AGREEMENT FOR FURNISHING
EQUIPMENT MAINTENANCE/REPAIR SERVICE
WITH CITY OF MARYSVILLE (2010)**

2. TERM. The term of this Agreement, set out in section 8 of the Agreement, shall be extended one (1) year through December 31, 2010.
3. EXHIBIT B. Exhibit B is amended to add or delete vehicles/equipment as follows: Current list of applicable City equipment is attached hereto and incorporated within.

EXCEPT AS EXPRESSLY PROVIDED BY THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

SNOHOMISH COUNTY

CITY OF MARYSVILLE

By: _____
County Executive or Designee
Date: _____

By: _____
Name/Title: Dennis Kendall, Mayor
Date: _____

AMENDMENT TEMPLATE ONLY
REVIEWED AND APPROVED:
Gordon W. Sivley
Deputy Prosecuting Attorney
Date: 9-16-09

**AMENDMENT NO. 1 TO
INTERLOCAL AGREEMENT FOR FURNISHING
EQUIPMENT MAINTENANCE/REPAIR SERVICE
WITH CITY OF MARYSVILLE (2010)**

EXHIBIT B

CITY VEHICLE/EQUIPMENT LIST

**AMENDMENT NO. 1 TO
INTERLOCAL AGREEMENT FOR FURNISHING
EQUIPMENT MAINTENANCE/REPAIR SERVICE
WITH CITY OF MARYSVILLE (2010)**

A - 3

Exhibit B



City of Marysville Fleet Equipment List

Equipment Number	Year/Make/Model
102	1999 FORD TAURUS
103	2000 JEEP CHEROKEE
104	1989 CHEV S10
107	2002 CHEV VAN CARGO
112	1995 MARK JR-14
115	2001 CHEV TRUCK
205	1985 GMC DUMP TRUCK
212	2001 DODGE RAM 2500
218	2002 FREIGHTLINER DUMP TRUCK
220	2000 DODGE ¾ TON PU
227	2000 FORD F550 FLATBED
228	1986 JOHN DEERE BACKHOE
233	1987 TRAIL KING TRAILER
234	1987 GMC C3500
236	1988 FORD DUMP TRUCK
237	2002 FORD RANGER
238	1989 CHEV S10
241	1990 ROOT SPRG SCRAP TP.10.90 SI SNOW PLOW
242	1991 ROOT SPRG SCRAP RXT.62.91 SNOW PLOW
244	1992 FORD VACTOR
247	1994 PB LOADER EMULSION SPRAYER
248	1993 SNYDER CHEM SPRAYER HERBICIDE SPRAY SYSTEM
249	1996 FORD F350
251	1997 FORD PU
252	1998 FORD DUMP TRUCK
253	1996 FORD MOWER/BOOM
256	1999 TYMCO SWEEPER
308	2001 CHEV MALIBU
332	1995 CHEV PU
334	2002 GMC SONOMA
336	2002 CHEV BLAZER
337	1996 FORD TAURUS
431	2001 JEEP CHEROKEE
433	1995 FORD F150

435	2001 CHEV MALIBU
436	1995 FORD F150
504	1995 CHEV VAN
506	1996 ONAN GENERATOR
517	2001 CHEV TRUCK
518	1984 FORD 555A-BACKHOE
540	1990 KOMATSU FORKLIFT
549	1994 EZLOADER TRAILER
551	1995 CASE LOADER
552	1989 STEWART GENERATOR
553	1994 PROFAB 17' BOAT
555	1995 FORD 555D-BACKHOE
559	1998 TOW TRAILER
560	1998 JAYS VACTOR TRAILER
562	2002 INTERSTATE TRAILER
803	1996 FORD F250
804	1994 FORD AEROSTAR
805	2002 FORD F350
807	1993 FORD F250
808	2000 DODGE RAM 2500
809	1997 MAZDA PU
811	1990 MODERN TRAILER
812	1996 GARLAND UTILITY TRAILER
814	2001 FORD TAURUS SW
880	1993 MODERN UTILITY TRAILER
881	1995 U-DUMP TRAILER
888	2000 SPECTRE 4903-TILT TRAILER
914	2001 CHEV C10
915	2001 KENDO TRAILER
930	1988 GMC VAN
949	1996 SMART TRAILER
961	1997 CHEV LUMINA
962	1997 CHEV LUMINA
963	1996 FORD WINDSTAR
A006	2008 DODGE AVENGER
CC01	2004 CUROTTO-CAN CUROTTO-CAN II
CC02	2004 CUROTTO-CAN CUROTTO-CAN II
CC03	2004 CUROTTO-CAN CUROTTO-CAN II
CC04	2004 CUROTTO-CAN CUROTTO-CAN II
F001	2003 B&W RADAR TRAILER
F002	2006 BUTLER TILT TRAILER
F003	2006 EAGLE TRAILER-LANDSCAPE
F004	2006 EAGLE TILT TRAILER
F005	2008 PJ TRAILERS POWER TILT TRAILER

F006	2008 OLYMPIC OM6 TILT TRAILER
F007	2009 TRAIL-EZE TE401-TILT TRAILER
H001	2001 PRO-PAVER 813RT
H004	2004 NEW HOLLAND TRACTOR/MOWER
H005	2004 JOHN DEERE 310SG BACKHOE
H006	2005 PSI M413XT GRADER
H006A	2006 PSI ANGLE BROOM
H007	2007 JOHN DEERE TRACTOR/MOWER
H010	2009 KOMATSU PC88MR8 EXCAVATOR
J004	1991 FORD INCIDENT VAN
J019	2008 FORD F350
J020	2009 INTERNATIONAL 7400 – 5 YARD DUMP
M001	2000 MEYER C – 8.5 PLOW
M002	2000 AIR-FLO 1.5 YARD SANDER
M003	2002 SWENSON 100-14-54 - 10 YARD SANDER
M005	2000 SULLAIR AIR COMPRESSOR
M007	2004 PB LOADER BC-4/PATCHER
M008	2005 BANDIT CHIPPER 200
M009	2005 MARATHON KERA145HD – CRACK SEALING MACHINE
M009A	2008 VAN AIR VIPER-80
M010	2005 MARATHON CR250K-ROUTER
M011	2001 TRAILER HAUL WT540 TANKER
M012	2005 VIBROMAX 265-ROLLER
M013	2007 AMERICAN/FRINK 3910-POLY – SNOW PLOW
M014	2007 MONROE MV1688456WASF3 – 10 YARD SANDER
M015	2007 MB COMPANIES M-B 2004T
M016	2008 WELLSCARGO/CUES CW 1422 –SEWER CAMERA TRLR
M017	2008 MONROE MV1688456WASF3 - 10 YARD SANDER
M018	2008 MONROE MV1208456WASF2 – 5 YARD SANDER
M019	2008 TURBO TECH. ICS-300 SPRAYER – DEICING SPRAY SYS
N923	1989 TOYOTA CAMRY
S001	1993 ACURA INTEGRA
V004	2004 FORD F150
V005	2004 FORD E350
V010	2005 FORD RANGER
V011	2005 CHEV PU
V015	2007 FORD RANGER
V017	2006 FORD E350 12 PSNGR
W004	2003 TORO PROSTRIPER -8000
W010	2008 GEM E4
WC01	1997 PROFAB BARGE
WC02	2007 PROFAB BARGE

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: Nov. 9, 2009

AGENDA ITEM: Ordinance of the City of Marysville Approving Transfer of Control of the Franchisee (Verizon Northwest Inc.) From Verizon Communications Inc. to Frontier Communications Corporation with Conditions and Establishing an Effective Date	AGENDA SECTION:	
PREPARED BY: Doug Buell, Community Information Officer	AGENDA NUMBER:	
ATTACHMENTS: <ol style="list-style-type: none"> 1. City Staff Report – Nov. 2, 2009 2. Final Report to Washington Consortium – River Oaks Communications – Oct. 21, 2009 3. Verizon/Frontier Transfer Consortium Cost Reimbursement – Ogden, Murphy, Wallace P.L.L.C. – Oct. 28, 2009 4. Adopting Ordinance 	APPROVED BY:	
	MAYOR	CAO 
BUDGET CODE:	AMOUNT: \$	

Summary Statement:

On May 13, 2009, Verizon announced plans to divest its local wireline communications system to Frontier Communications. In a May 19, 2009 letter to the City of Marysville from both entities, the transaction includes Verizon's residential and small business telephone lines, internet service, long-distance voice accounts, as well as Verizon's fiber-to-the-premises (FTTP) assets.

Marysville joined a multi-jurisdictional Consortium, contracting with River Oaks Communications Corporation and Ogden Murphy Wallace in June 2009 for common services and support in reviewing the transfer to meet specific needs of each participating jurisdiction. The Mayor and City Executive staff met with representatives of Verizon and Frontier Communications in June to ask questions and prepare for the proposed transfer. Under FCC regulations, a Form 394 must be used when applying for franchise authority approval to assign or transfer control of a cable television system. A franchise authority has 30 days to review Form 394 to determine whether all necessary information has been provided. Under federal law, Consortium members have a due diligence duty to examine the transaction from a financial, legal and technical standpoint and ultimately approve or deny transfer of control based on these criteria. The franchising authority has 120 days from the date of filing Form 394 to act upon the request. The 120-day window was mutually extended by parties to Nov. 30, 2009.

An Oct. 21, 2009 report (Attachment 2) from River Oaks Communications includes a recommendation that "consent should be given by each Consortium member to the transfer of control of Verizon Northwest Inc. to Frontier subject to a mutually acceptable Transfer Resolution or Ordinance."

RECOMMENDED ACTION: Authorize the Mayor to sign the Adopting Ordinance consenting to the Transfer of Control of the Franchisee (Verizon Northwest Inc.) from Verizon Communications Inc. to Frontier Communications Corporation with Conditions and Establish an Effective Date.
COUNCIL ACTION:



EXECUTIVE

1049 State Avenue
Marysville, Washington 98270
Phone (360) 363-8000
Fax (360) 651-5033
www.marysvillewa.gov

STAFF REPORT

TO: Mayor and Marysville City Council

FROM: Doug Buell, Community Information Officer *DB*

SUBJECT: Transfer of Control of the Franchisee Verizon Northwest Inc. from Verizon Communications Inc. to Frontier Communications Corporation with Conditions and Establishing an Effective Date

DATE: Nov. 2, 2009

Summary:

On May 13, 2009, Verizon announced plans to divest its local wireline communications system to Frontier Communications. According to a May 19, 2009 letter to the City of Marysville from both entities, the transaction includes Verizon's residential and small business telephone lines, internet service, long-distance voice accounts, as well as Verizon's fiber-to-the-premises (FTTP) assets; Frontier will provide video services after completion of the merger.

Due to the complexities related to processing this type of transaction application, a multi-jurisdictional Consortium was created similar to a process that other jurisdictions besides Marysville used to negotiate the Verizon and Comcast Interlocal Agreements. Participating jurisdictions in the latest transaction contracted with River Oaks Communications Corporation and Ogden Murphy Wallace in June 2009 for common services as well as a mechanism for each entity to utilize the consultant's services, as that entity sees fit, and for additional support in reviewing or negotiating the transfer to meet specific needs of each participating jurisdiction.

The Mayor and City Executive staff, while working in coordination with the City Attorney's office, met with representatives of Verizon and Frontier Communications in June 2009. This allowed City representatives an opportunity to ask questions and to prepare for a potential transfer. Staff from other jurisdictions participating in the Consortium also conducted similar meetings with Verizon and Frontier representatives.

As required by the Federal Communications Commission, Form 394 must be used when applying for franchise authority approval to assign or transfer control of a cable television system. The franchise authority in this case is the City of Marysville. In addition to the

information requested on Form 394, cable operators are required to submit all information required by the cable franchise agreement or applicable local law or that the franchising authority deems necessary or appropriate in connection with the transfer determination. A franchise authority has only 30 days in which to review Form 394 to determine whether all necessary information has been provided and is complete. Under Federal law, the members of the Consortium have a duty from a due diligence standpoint to examine this transaction from a financial, legal and technical standpoint and ultimately approve or deny transfer of control based on these criteria.

According to Section 617(e) of the Cable Television Consumer Protection and Competition Act of 1992, the franchise authority shall have 120 days from the date of filing Form 394 (complete with all exhibits and any information required by the franchise agreement or applicable state or local law) to act upon such request. If the franchise authority fails to render a final decision on such request within 120 days, the request shall be deemed granted unless the requesting party and the franchise authority agree to an extension of time. In this particular case, the timeframe was mutually extended by all parties until Nov. 30, 2009.

An Oct. 21, 2009 report (Attachment 1) from River Oaks Communications Corporation includes a recommendation that "consent should be given by each Consortium member to the transfer of control of Verizon Northwest Inc. to Frontier subject to a mutually acceptable Transfer Resolution or Ordinance." This being said, the Marysville City Council will not be asked to take formal action until Nov. 9, 2009. The attached report also contains an executive summary, and information related to the following: background; a description of initial documents provided by Verizon/Frontier; the Consortium's data requests #1 and #2 and request for information; Frontier Communication's legal qualifications; plans and capabilities; customer rates and financing the transaction; prior ownership of cable systems; governmental and educational access channels and franchise fees; build-out of Verizon's cable systems; data request #3; standstill agreement and reimbursement to the consortium members; technical capabilities of Frontier Communications; future customer service; programming; financial risks; and a conclusion.

A draft Transfer Ordinance (Attachment 4) is also attached for your review. The ordinance, if approved by the City Council, consents to the transfer in accordance with the terms of applicable law, subject to and contingent upon three conditions.

NOTE: Language in the Transfer Ordinance notes that if the transfer does not close for whatever reason, then the consent provided for within the Ordinance shall be null and void, and the City shall be deemed to have disapproved the transfer of control under the Franchise and federal law, and all remedies under the Franchise and applicable laws shall be available to the City. In the event the Transfer does not close before January 2012, Verizon and Frontier will provide notice of that event to the City and an update on the reasons for such a delay in closing or notice of the termination of the Transfer.

River Oaks Communications Corporation

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REPORT TO WASHINGTON CONSORTIUM REGARDING THE TRANSFER OF CONTROL OF VERIZON NORTHWEST INC. TO FRONTIER COMMUNICATIONS CORPORATION

October 21, 2009

Executive Summary

Verizon Northwest Inc. is the cable television franchisee in ten jurisdictions that comprise the Consortium. Approximately ten months after the franchise agreements were finished, Verizon Communications Inc. ("Verizon"), the parent company of Verizon Northwest Inc., announced that it had signed an agreement to transfer control of Verizon Northwest Inc. to Frontier Communications Corporation ("Frontier") for approximately \$8.6 Billion (\$5.3 Billion in stock and \$3.3 Billion in new debt). Frontier offers wireline telephone service and Internet service and acts as an agent for Dish Network which provides satellite television service.

On June 1, 2009, FCC Form 394, its Exhibits and related materials were received by Consortium members. Under federal law, had the application been complete, the local franchise authorities would have had 120 days to approve or deny the transfer of control. Due to disagreements over the completeness of the submittal, the timeframe was mutually extended with Verizon and Frontier until November 30, 2009.

The criteria for review are whether the transferee, in this case Frontier, has the legal, financial and technical qualifications to own and operate the cable television systems. The Consortium prepared Data Requests #1, #2 and #3 along with Requests for Information in order to be provided with necessary information to conduct its due diligence and evaluation. After reviewing several hundreds of pages of information, it is clear that there are questions as to whether this transaction will work from financial and technical standpoints. There are risks associated with it and no guarantees, but it is the responsibility of Frontier to make it work from ownership and operations perspectives.

Frontier has indicated that it intends to abide by existing franchise requirements, has no plans to increase rates (although they do not guarantee this due to market conditions), will continue providing Governmental and Educational Access Channels and build-out the systems in accordance with the franchise. Frontier prides itself on its customer service and will be retaining the bulk of Verizon's customer service personnel. As a result of the transaction, a smaller company is acquiring a larger one and the company's debt to EBITDA (EBITDA is earnings before interest, taxes, depreciation and amortization) ratio is being reduced from about 3.8 to 2.6.

Frontier continues to work on Video Transport Agreements and obtaining Programming Agreements. It is confident in its ability to address both of these issues as well as obtaining financing. Closing of the transaction is planned for April, 2010. Much additional detail with respect to these and other matters is provided below.

Neither the local government members of the Consortium nor River Oaks Communications Corporation ("River Oaks") is expressing an opinion as to whether Frontier will ultimately be successful financially, operationally or otherwise. We have not audited Verizon or Frontier or prepared independent financial projections. During the past five months, River Oaks and the Consortium Members have conducted an extensive review of information, including meetings between Verizon/Frontier and Consortium members, conference calls and a diligent and thorough review of these documents as required by federal law.

River Oaks believes Frontier meets the criteria of being legally, financially and technically qualified. Thus, we recommend consent should be given by each Consortium member to the transfer of control of Verizon Northwest Inc. to Frontier subject to a mutually acceptable Transfer Resolution or Ordinance. It is Frontier's and Verizon Northwest Inc.'s responsibility to make this transfer of control and acquisition successful from a business, technical, financial and customer standpoint.

Background

In response to public information that Verizon Communications Inc. ("Verizon") was transferring Verizon Northwest Inc., the cable system operator in the Northwest area, to Frontier Communications Corporation ("Frontier"), a Consortium was formed to consolidate resources and effectively perform due diligence as required by federal law. The Consortium is comprised of Snohomish County and the Cities of Everett, Edmonds, Marysville, Bothell, Mountlake Terrace, Kenmore, Mukilteo, Woodinville and the Town of Woodway (the "Consortium").

On June 1, 2009, Verizon filed the FCC Form 394, its Exhibits and related materials with the Consortium members. Federal law, pursuant to 47 U.S.C. §537 provides in part that a franchising authority shall have 120 days to act upon any request for approval of a sale or transfer that contains or is accompanied by such information as is required in accordance with FCC Regulations and by the franchising authority. 47 CFR §76.502 also provides certain timeframes in which local governments are required to raise substantive and procedural questions if they believe that the FCC Form 394 is not complete.

With this legal and regulatory backdrop, the Consortium retained Ogden Murphy Wallace and River Oaks Communications Corporation (“River Oaks”) to represent it in this process. Peter Camp, the Executive Director of Snohomish County, was an integral part of this team as it worked on its process, responses, negotiations and related matters with respect to Verizon and Frontier.

Initial Documents Provided by Verizon/Frontier

Documents provided to the Consortium members included: FCC Form 394, Request For Consent To Transfer Control of Franchisee, Exhibit 1 with a Corporate Organizational Chart, Exhibit 2 with respect to Conditions of Service and Operations, Exhibit 3 with respect to Corporate Ownership, Directors and Officers, Exhibit 4 describing how Verizon Northwest Inc. would become a wholly owned subsidiary of Frontier Communications Corporation, Exhibit 5 with respect to other Litigation, Exhibit 6 regarding no Pledge of Stock, Exhibit 7 with respect to Frontier Financial Matters along with the 10-K of Frontier for the year ending December 31, 2008, Exhibit 8 with respect to Frontier’s Technical Qualifications and a Model Resolution whereby Verizon sought to have each local jurisdiction consent to the transfer of control.

This transfer involves a publicly traded company acquiring a company held by a much larger company. As indicated by Frontier in Exhibit 7 in the submittal:

“ . . . the transaction . . . will reduce significantly the Company’s debt to EBITDA ratio. Currently, Frontier’s leverage is approximately 3.8 x EBITDA; after the transaction its leverage will be reduced to 2.6 x EBITDA. (EBITDA is earnings before interest, taxes, depreciation and amortization). The increased financial strength is expected to improve Frontier’s access to capital and lower its cost of capital, which will inure to the benefit of the franchisee and its customers.”

Additionally, the submittal also contained the Distribution Agreement by and between Verizon Communications Inc. and New Communications Holdings Inc. dated as of May 13, 2009. Also included was the Agreement and Plan of Merger dated as of May 13, 2009 by and among Verizon Communications Inc., New Communications Holdings Inc. and Frontier Communications Corporation. Subsequently the Consortium also received Amendment No.1 to the Distribution Agreement and Amendment No.1 to the Agreement and Plan of Merger.

Consortium’s Data Request #1, Data Request #2 and Request for Information

Following the submittal of the FCC Form 394, Frontier and Verizon representatives met individually with the staff and elected officers of several of the Consortium members. Within 30 days of receipt of the FCC Form 394, the Washington Consortium prepared and submitted Data Request #1 and Data Request #2 to Verizon and Frontier. Copies of Data Request #1, Data Request #2 and the Request for Information Letter with its accompanying questions are attached to this Report. For purposes of brevity, we will not address the specifics and level of detail contained in those Requests for Information. Rather we will focus on salient issues and their current status. It is important to note that under federal law, the key issues are whether the transferee will have the Financial, Legal and Technical capability to own and operate the cable

television systems. It was the position of the Consortium that the FCC Form 394 and Exhibits, as submitted, were incomplete and deficient. Furthermore, it was the view of the Consortium that, given that all necessary materials were not filed, the 120 day timeframe under Federal law had not commenced. If the 120 day timeframe had commenced, each jurisdiction would have been required to either approve or deny the transfer within 120 days, or the transfer would be deemed approved. The Consortium, Verizon and Frontier had significant disagreements as to whether the shot clock had been triggered.

Legal Qualifications, Frontier's Plans and Capabilities

Following the transfer, Verizon Northwest Inc., the current franchisee, will continue to be the franchisee after the completion of the transfer to Frontier. However, given that Frontier will become the new controlling entity of Verizon Northwest Inc., it was essential that the Consortium members inquire about Frontier's Legal Qualifications, plans and capabilities concerning:

- the character qualifications of Frontier,
- the cable holdings owned by Frontier,
- the existing Service Area and Line Extension Policies,
- Frontier's planned Channel Capacity, System Design and Customer Service policies, and
- the proposed Signal Carriage, including the Educational and Governmental Access Channels, Channel Allocation, and Community Access Programming.

In addition, the Request for Information inquired about the planned employment practices, whether any franchise modifications were expected, and the financial impact of the transaction on Frontier.

Customer Rates and Financing the Transaction

Of importance to cable subscribers were questions as to whether Frontier planned to increase rates as a result of this transaction. Additionally, Member communities wanted to know whether Frontier would have the financial wherewithal to successfully operate the cable television systems. The responses from Verizon and Frontier were that Frontier does not plan to increase cable rates as a result of this transaction. It should be noted, however, that while this process was underway, Verizon increased its rates to subscribers. Given that this transaction involves the exchange of approximately \$5.3 Billion in stock from Frontier to Verizon shareholders and the creation of approximately \$3.3 Billion in debt, many questions arose as to whether Verizon Northwest Inc. would be able to continue as an ongoing entity. Much discussion has taken place to date regarding the financial issues. This includes a presentation that was made by David Whitehouse, the Treasurer of Frontier, in which he detailed that Frontier will be selling unsecured notes with a maximum cost of 9.5% in order to finance this transaction. His view is that the Capital Markets will be receptive to the offering based on a previous debt sale by Frontier of \$600 Million to \$700 Million in unsecured debt. More detail regarding the financial matters will be addressed below.

In response to Data Request #1 and Data Request #2 along with narrative questions, Frontier indicated that it planned to close this transaction in April, 2010. They also indicated that they intend to honor the build-out requirements contained in each of the existing Franchises. While Frontier works with Dish Network in other regions, its view is that it wants to grow its wireline cable television business. It is the position of Frontier that its responses to the Request for Information including Data Request #1 and Data Request #2 are intended to be interpreted in conjunction with the Franchise Agreements. Also, it is important to note that consummation of the transaction is dependent upon approvals at the Federal Regulatory level and from several States as well.

Frontier's Prior Ownership of Cable Systems

In the past, Frontier has previously owned some smaller cable systems ranging in size from 255 customers to 2,728 customers. Most of these systems were either sold or discontinued. It is Frontier's position that by retaining many of the Verizon Northwest personnel and bringing in people with other cable television operating experience, it has the ability to successfully manage and operate the cable television systems in the Consortium jurisdictions. Frontier has said that it does not have post-closing plans to sell any of the cable systems in the Washington member jurisdictions.

Governmental and Educational Access Channels and Franchise Fees

With respect to the Educational and Governmental Access Channels, Frontier has stated that the Franchise commitments and obligations will continue to be met. This would include retention of the existing Educational and Governmental Access Channels. With respect to payments of Franchise Fees, Frontier has stated that it will use the same basis for calculation of Gross Revenues called for in the Franchises and the methodology of the computations will not change.

Build-Out of Verizon's Cable Systems

The issue of the system build-out was of concern to the local governments. Thus, a meeting occurred in which the build-out for each community was addressed. The range of the build-out completed varies from more than 1/3 to more than 3/4 complete. The following is a break-down by jurisdiction of the approximate build-out completion:

- Snohomish County: More than three quarters complete
- City of Everett: Approximately two thirds complete
- City of Edmonds: More than three quarters complete
- City of Marysville: More than a third complete
- City of Bothell: Almost three quarters complete
- City of Mountlake Terrace: More than three quarters complete
- City of Kenmore: Almost half complete
- City of Mukilteo: Almost half complete
- City of Woodinville: More than half complete
- Town of Woodway: More than three quarters complete

Data Request #3, Standstill Agreement and Reimbursement to the Consortium Members

In August, the Consortium, dissatisfied with the original responses to its Data Requests, sent Verizon and Frontier Data Request #3. A copy of Data Request #3 is attached to this Report. In order to prevent the 120 days from hampering the Consortium members' decisions, each member of the Consortium, Verizon and Frontier entered into a Standstill Agreement whereby the date for approval or denial was extended until November 30, 2009. Also during this time and as a continuation of issues raised in June 2009, the Consortium continued to seek reimbursement from Verizon and Frontier for costs and expenses incurred in connection with this transaction. When the Franchises were negotiated between Verizon Northwest Inc. and each of the Consortium members, Verizon stressed that it was committed to providing cable service to the communities for the long term. It was in this spirit that the Consortium members and Verizon worked collaboratively to create Franchises that would best ensure the highest quality service for the citizens. At the time the proposed transfer was announced, Verizon had held many of the Franchises for about 10 months. Verizon and Frontier through Verizon's attorney have committed to reimbursing the Consortium members for a significant portion of the members' costs and expenses. A letter of intent from Verizon will be provided shortly by Verizon.

In Data Request #3, more inquiry was made into the Legal, Technical and Financial qualifications of Frontier. Questions were again asked as to whether rates would be increased. Frontier responded by saying that it cannot guarantee that rates will not increase. However, in one of the meetings, the Frontier representative said there are no plans to raise rates because of this transaction.

Technical Capabilities

In a September meeting regarding Frontier's technical capabilities, Frontier indicated that it was going to use another method to transport its signals from Florida to Washington State than originally presented. The Video Transport Plan includes utilizing space at a facility in Florida, then sending the signal to Bloomington, Illinois, operating a transport network from Bloomington, Illinois to Ft. Wayne, Indiana and then transporting programming to Oregon and Washington. Frontier has stated that this network does not involve deploying significant new fiber; rather, it involves leasing existing transport capacity from third party providers and configuring that network by installing off-the-shelf equipment so it can transport the video signals. Presentations in September by Michael Golob, the Head Engineer for Frontier, to Consortiums in Washington and Oregon addressed these matters.

Customer Service

Frontier espouses a customer first and peace-of-mind culture for its service offering that empowers its representatives to offer its customers an array of promotions and packages so that its customers are satisfied with the services requested. Frontier empowers local supervisors and General Managers so that if a customer is unhappy with his or her current bundle of services, they have the authority to resolve the issue to the customer's satisfaction. The names of Frontier's General Managers and Regional Managers are listed on Frontier's website and in telephone directories should customers need immediate access and additional assistance.

Frontier has indicated that it plans to hire General Managers and is committed to “extending its local engagement model to newly acquired properties in Washington”. Under this model, Frontier will appoint General Managers with responsibility and authority for operations, including profit and loss, installation and maintenance, responses to customer issues, charitable contributions and coordination with local government officials. Frontier indicated that it expects to appoint multiple General Managers in Washington, but did not state in which cities they would be located.

With respect to Customer Service, Frontier is retaining the Call Center and Customer Dispatch Center in Everett, along with the Verizon Customer Service personnel. Frontier prides itself on its Customer Service in the telecommunications business. Since there will be cable television, telephone and internet components of their business, their financials are predicated upon customer retention and growth in these areas. To the extent there is attrition, Frontier has indicated that it will hire additional personnel to handle Customer Service.

Programming

With respect to programming matters, Frontier is in the process of securing content agreements. It has teams of people involved in negotiations in New York and Los Angeles with two content aggregators – either one of which could provide up to 90% of Verizon’s existing content. Frontier has also retained the well-known Los Angeles based law firm of Latham and Watkins to assist it in programming acquisition and negotiations.

Financial Risks

While Frontier is confident of the financial and operational success of this transaction, there are risks associated with it. In response to Data Request #3, Frontier provided Verizon Northwest Inc.’s Financial Statements for the years ended 2005, 2006, 2007, 2008 and the first and second quarters of 2009.

In summary, based upon information provided by Verizon and Frontier, Verizon Northwest Inc. will have approximately \$2.18 Billion in assets, \$930 Million in revenue per year and about \$116 Million in net income for 2009 on an annualized basis. There is no way to know or predict whether this transaction will work from a financial standpoint because of the current state of the economy (the recession) and significant competition from Comcast, other telephone providers and DBS providers (DirecTV and EchoStar) are all variables that cannot be quantified. Additionally, there have been instances of other financial issues in Hawaii and elsewhere involving Verizon transfers to another company or companies that raise questions as well. In the context of an \$8.6 Billion transaction, there is a possibility that Frontier and Verizon Northwest Inc. could cease or scale back doing business at some point in the future. The local governments cannot require them to stay in the cable television business, and it is up to Frontier’s management to retain customers and grow the business.

Additionally, it appears that the Transport Agreements will not be for the length of the Franchises. Further, Programming Content Agreements could lapse or not be renewed once they

are initially agreed upon between Frontier and the NCTC, Frontier and NRTC or Frontier and direct providers of video programming.

The Verizon/Frontier response to Data Request #3 contained significant narrative and 11 Attachments which were several hundred pages in length. Those documents still presented questions for the Consortium as to whether this proposed transaction will be viable from a financial and technical standpoint.

Frontier believes that by completing this transaction, synergies will result in cost savings of approximately \$500 Million which, according to them, represents more than 20% of the cash operating expenses of Verizon's separate telephone operations in 2008. Projections with respect to Revenues, Debt Service, Expenses and Capital Expenditures were requested for the next three years. The response was that the requested projections do not exist and the financials reflect a combination of cable, phone and internet businesses. Without those projections, it is not possible to test the assumptions for this transaction to determine if they are reasonable or more or less favorable than could be reasonably anticipated.

Based on information provided, the combined company of Frontier and Verizon Northwest Inc. will have projected revenues of approximately \$6.5 Billion as compared to the \$2.2 Billion for Frontier on a stand-alone basis. Frontier has stated that the EBITDA ratio of the combined company will be less than that for Frontier presently, and combined with other actions detailed in the S-4, Frontier has stated that it anticipates that these factors will allow it to achieve an investment grade credit rating after the transaction. Frontier hopes to increase Broadband Revenue per customer as it bundles voice, video and data products tailored to customers' needs. Its view is that the FiOS properties being acquired are an important part of this strategy because they are state-of-the-art in terms of video product offerings. By being actively involved in the community and empowering local managers with their interaction with subscribers, Frontier hopes to use its local engagement model to increase customer loyalty, which would help with both customer retention and gaining new customers.

Frontier does not plan to have to draw on its \$250 Million Revolving Credit Facility to finance this transaction. It plans to maintain at least \$100 Million in cash at all times. With the "back-up liquidity" provided by the Revolving Credit Facility, it anticipates having access to funds on hand if there were to be unanticipated or unforeseen events. While the financing commitments will not be in place before November 30th, Frontier will not be able to close this transaction in the absence of ultimately obtaining them. Frontier anticipates that potential investors could include commercial banks, institutional loan investors and institutional fixed income bond investors. In order to close this transaction, Frontier wants to complete the \$3.3 Billion financing at a maximum cost of 9.5%. Their preference is to secure financing entirely with senior unsecured notes. It is their belief that equity and corporate bond valuations are improving and that cash stockpiles held by investors could be reinvested and economic data indicates to investors that there is light at the end of the tunnel. Obviously, every person and entity will have their own opinion and risk tolerance, and there is no certainty as to how this will all play out from a financial standpoint.

Thus, in order to close this transaction, Frontier will need to have financing in place. Similarly, it could be reasonably anticipated that Frontier will need to have Transport Agreements, Network Lease Agreements and Programming Agreements in place acceptable to Frontier in order to have viability in terms of acquiring Verizon Northwest Inc. and operating the cable systems.

Conclusion

Under Federal law, the members of the Consortium have a duty from a due diligence standpoint to examine this transaction from a Financial, Legal and Technical standpoint and ultimately approve or deny this transfer of control based on these criteria. With respect to being legally qualified, both Verizon Northwest Inc. and Frontier appear to meet this standard. In its response to Data Request #1 and Data Request #2, Verizon and Frontier indicated that the proposed ownership structure complies with any and all State and Federal restrictions regarding ownership of cable communications systems. Further, the transferee is a U.S. citizen and Verizon Northwest Inc. is qualified to do business in Washington and will remain qualified after the closing of the transaction. Verizon and Frontier are seeking regulatory approvals with the Federal Communications Commission, the Department of Justice and nine states including Washington. According to Verizon Northwest Inc., they currently hold all necessary licenses from the FCC to operate the cable systems. With respect to the character qualifications of Frontier, Frontier has never been convicted in any criminal proceeding involving violations of FCC Regulations or the Communications Act of 1934, as amended.

By consenting to the transfer of control, local governments are not opining as to whether Frontier will ultimately be successful from a Financial, Technical or business standpoint. Similarly, River Oaks is not expressing an opinion as to whether Verizon Northwest Inc. or Frontier will be successful from a Technical, Financial or Operations standpoint. Competition for retention and customer growth in the broadband market among cable television, telephony and other providers is significant. Other business risks exist including handling the debt load, reductions in telephone revenues and the costs inherent in deploying and maintaining broadband systems. This could be a positive acquisition for Frontier or it could result in a situation where some day in the future, Verizon Northwest Inc. and/or Frontier scale back or cease doing business as a cable television provider in one or more of the jurisdictions that comprise the Consortium.

However, given the totality of the information presented and reviewed, River Oaks recommends that consent to the transfer of control be given by each member of the Consortium subject to a mutually acceptable Transfer Resolution or Ordinance. After a process that has spanned almost five months, extensive production of information and a diligent and thorough review of the Financial, Legal and Technical qualifications of the transferee, River Oaks believes that Frontier meets the criteria of being Financially, Legally and Technically qualified per the FCC Form 394, related materials and supplemental information to own and operate the cable systems in the Member Communities (via transfer of control of Verizon Northwest Inc. to Frontier Communications Corporation). While there are no guarantees as to Verizon Northwest Inc.'s or Frontier's post-closing Operational, Financial and Technical viability, it is the responsibility of Frontier Communications Corporation and Verizon Northwest Inc. to make this transfer of control and acquisition work from a business, Technical, Financial and Customer standpoint.

October 28, 2009

VIA OVERNIGHT MAIL

Elana R. Zana
Ogden Murphy Wallace P.L.L.C.
1601 Fifth Ave., Suite 2100
Seattle, WA 98101

Re: Verizon/Frontier Transfer Consortium ("Washington Consortium") Cost Reimbursement

Dear Ms. Zana:

This letter is in response to the August 18, 2009 letter from the Washington Consortium regarding the Washington Consortium's costs incurred in evaluating Verizon Communication Inc.'s ("Verizon") application to transfer control of the cable television franchises held by Verizon Northwest Inc. in Snohomish County, Everett, Marysville, Bothell, Kenmore, Edmonds, Mountlake Terrace, Mukilteo, Woodinville and Woodway (collectively, the "Member Communities"). This letter incorporates all previous correspondence with the Washington Consortium on this subject, and constitutes an agreement between the Washington Consortium, Verizon and Frontier Communications Corporation ("Frontier") regarding the reimbursement of the Consortium's external costs associated with the review of Verizon's transfer applications filed with the Member Communities.

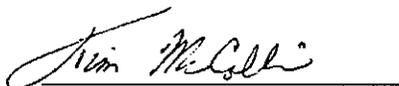
Verizon and Frontier greatly appreciate the collaborative, professional, and cooperative approach taken by the Washington Consortium's consultants and attorney in this process. To that end, Verizon and Frontier agree to reimburse the Washington Consortium up to a total maximum of Seventy-Five Thousand Dollars (\$75,000) for the expenses incurred by the Member Communities for reasonable direct expenses ("Expenses") related to review of the transfer applications. Recognizing that further delay will only lead to increased expenses incurred by the Member Communities and increased expenses incurred by Verizon and Frontier, and further recognizing that all parties have worked in a collaborative and professional manner to ensure the Washington Consortium has all the information needed to evaluate the transfer applications, this offer is made with no further extensions of the time frame for evaluation of those transfer

Elana R. Zana
October 28, 2009
Page 2

applications, i.e., Verizon, Frontier, and the Washington Consortium remain committed to completing this process by November 30, 2009.

Taking all of the above into account, Verizon commits to payment of the Washington Consortium's Expenses, up to the maximum amount discussed above, within thirty (30) days after Verizon receives detailed invoices of the Expenses incurred by the Washington Consortium in evaluating the transfer applications filed with the Member Communities.

Sincerely,



Tim McCallion
President, Verizon Northwest Inc.



Ann Burr
Chairman, Frontier Communications of Rochester
Frontier Communications Corporation

Cc: Peter Camp, Snohomish County

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, APPROVING TRANSFER OF CONTROL OF THE FRANCHISEE (VERIZON NORTHWEST INC.) FROM VERIZON COMMUNICATIONS INC. TO FRONTIER COMMUNICATIONS CORPORATION WITH CONDITIONS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Marysville has granted a cable television franchise (“Franchise”) to Verizon Northwest Inc. (“Franchisee”) which is an indirect wholly owned subsidiary of Verizon Communications Inc. (“Verizon”); and

WHEREAS, Verizon has entered into an agreement with Frontier Communications Corporation (“Frontier”) to effectuate a transfer of control of Franchisee from Verizon to Frontier (“Transfer”); and

WHEREAS, upon completion of the Transfer, Franchisee will become an indirect wholly owned subsidiary of Frontier and, as a result, control of the Franchisee will be transferred from Verizon to Frontier; and

WHEREAS, following the Transfer, Franchisee will continue to hold and be responsible for the performance of the Franchise; and

WHEREAS, Franchisee has requested that the City consent to the Transfer and, in accordance with the requirements of the Franchise and federal law, Verizon has filed an FCC Form 394 together with Exhibits and related materials (all hereinafter collectively the “Application”) with the City; and

WHEREAS, to evaluate Franchisee’s request, the City has participated in a Consortium of jurisdictions including Snohomish County, the cities of Bothell, Edmonds,

Everett, Kenmore, Marysville, Mountlake Terrace, Mukilteo, Woodinville and the Town of Woodway (the "Consortium"); and

WHEREAS, the City and the Consortium examined the legal, financial and technical qualifications of Frontier in order to consider and act upon the Transfer request and considered the comments of interested parties; and

WHEREAS, the City has relied upon the Application and supplemental written information provided by Frontier and Verizon; and

WHEREAS, on November 9, 2009, the City Council held a public meeting to review the Transfer request; and

WHEREAS, the City is willing to consent to the Transfer, subject to the closing of the Transfer between Verizon and Frontier and the appropriate approvals by the Washington State Utilities and Transportation Commission and federal regulatory entities; and

WHEREAS, Franchisee has agreed to continue to unconditionally accept the terms of the existing Franchise and to comply with any other agreements existing between the Franchisee and the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE DO ORDAIN AS FOLLOWS:

Section 1. The City hereby consents to the Transfer in accordance with the terms of applicable law, subject to and contingent upon the following conditions:

a. In all respects and without exception, Franchisee agrees to continue to abide by all terms of the existing Franchise and acknowledges that the transfer of control will not affect, diminish, impair or supersede the binding nature of the Franchise and any other valid ordinances, resolutions, and agreements applicable to the operation of the cable

system in the City and Franchisee shall continue to meet its obligations under the Franchise. Franchisee agrees that subject to the Franchise, that Franchisee shall comply with all lawful and applicable provisions related to cable service of the Marysville Municipal Code Chapter, as amended, and all related applicable federal and state laws, and lawful orders, contracts, agreements, commitments, side letters, Franchise amendments and regulatory actions.

b. The City's consent to the transfer of control shall not be construed to constitute a waiver or release of any rights the City may have now or in the future under federal, state or local law, the Franchise, or any separate written agreements with the Franchisee. Franchisee shall remain responsible for any and all Franchise requirements (including but not limited to payment of Franchise fees and other amounts due under the Franchise, and indemnification of the City as provided in the Franchise) and non-compliance issues under the Franchise or any obligation that may now exist or may later be discovered to have existed during the term of the Franchise, even if prior to the closing of this Transfer.

c. The Transfer between Frontier and Verizon shall be substantially and materially consistent with the Application and the supplemental information provided by Frontier and Verizon through the request for information process undertaken by the City and the Consortium.

Section 2. In the event that the Transfer which is the subject of this ordinance does not close for any reason; or in the event approval is not granted by the Washington State Utilities and Transportation Commission and appropriate federal regulatory entities, or in the event that the Transfer closes on terms substantially or materially different from the terms described in the Application and supplemental written information provided by Frontier and Verizon that is relied upon by the City; or Franchisee does not accept each and every condition

of the transfer of control required of it as set forth in this ordinance; then the consent provided for herein shall be null and void, and the City shall be deemed to have disapproved the transfer of control under the Franchise and federal law, and all remedies under the Franchise and applicable laws shall be available to the City. In the event the Transfer does not close before January 2012, Verizon and Frontier will provide notice of that event to the City and an update on the reasons for such a delay in closing or notice of the termination of the Transfer.

Section 3. By consenting to the transfer of control, the City does not waive or release any rights of the City in and to the streets as provided by state law and the Marysville Municipal Code, nor does the City waive or release any claim or issue of non-compliance it may have, known or unknown, now or in the future, against the Franchisee or any successor in interest to the Franchisee.

Section 4. The City shall not amend, revoke or otherwise alter this Ordinance without providing reasonable prior notice to the Franchisee.

Section 5. If any section, sentence, clause or phrase of this ordinance shall 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 6. This ordinance shall take effect and be fully in force five (5) days after publication of the attached approved summary thereof consisting of the title.

PASSED by the City Council and APPROVED by the Mayor this _____ day
of November, 2009.

CITY OF MARYSVILLE

By: _____
DENNIS L. KENDALL, MAYOR

Attest:

By: _____
CITY CLERK

Approved as to form:

By: _____
GRANT K. WEED, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, ANNEXING THE AREA KNOWN AS THE "CENTRAL MARYSVILLE ANNEXATION" INTO THE CITY BY THE INTERLOCAL AGREEMENT METHOD OF ANNEXATION SET FORTH IN RCW 35A.14.460; PROVIDING FOR THE ASSUMPTION OF INDEBTEDNESS AND ZONING REGULATION, PROVIDING FOR NOTICE OF THE ANNEXATION TO BE PUBLISHED, AND PROVIDING FOR THE EFFECTIVE DATE OF THE ANNEXATION.

WHEREAS, pursuant to RCW 35A.14.460, and Marysville Resolution No. 2251, the Councils of Snohomish County ("County") and the City of Marysville ("City") have initiated an annexation process for the unincorporated territory mapped and legally described in the attached **Exhibit 1** ("territory"), commencing negotiations for an interlocal agreement as provided in Chapter 39.34 RCW, which interlocal agreement describes the boundaries of the territory to be annexed and is attached hereto as **Exhibit 2** ("Agreement"); and

WHEREAS, the territory proposed for annexation is within the Marysville urban growth area designated under RCW 36.70A.110, and at least sixty percent of the boundaries of the territory is contiguous to the City of Marysville; and

WHEREAS, the County and City, on July 13, 2009, held a joint public hearing, before adopting the Agreement and have jointly published the Agreement at least once a week for two weeks before the date of the hearing(s) in one or more newspapers of general circulation within the territory proposed for annexation; and

WHEREAS, the County and City have each approved and executed the Agreement and have complied with all requirements of Ch. 39.34, the Interlocal Cooperation Act; and

WHEREAS, pursuant to RCW 35A.14.001 and Ch. 36.93 RCW, on August 18, 2009, a notice of intention was filed with the Boundary Review Board, and on October 2, 2009, the 45-day review period for the Boundary Review Board expired with no request for review having been filed; and

WHEREAS, the City Council has determined that the annexation ordinance should provide for assumption of outstanding indebtedness and adoption of a proposed zoning regulation; and

WHEREAS, the annexation is exempt from compliance with the State Environmental Policy Act (SEPA) under RCW 43.21C.222, but the City has complied with SEPA with regard to adopting the proposed zoning regulation, which is not exempt from SEPA, by issuing Addendum No. 17 to the Final Environmental Impact Statement for the City of Marysville Comprehensive Plan, on July 10, 2009, in accordance with WAC 197-11-625; and

WHEREAS, on September 9, 2009 the Marysville Planning Commission held public hearings on the proposed zoning regulation for the Central Marysville Annexation; and

WHEREAS, on September 28, 2009, and on November 2, 2009, the Marysville City Council held public hearings on the proposed zoning regulation, after providing the required public notice, as provided in RCW 35A.14.340, and adopted Ordinance No. 2789, which zoned the annexation area consistent with the Comprehensive Plan; and

WHEREAS, pursuant to RCW 82.14.415, the City Council intends to adopt an ordinance imposing a sales and use tax, to be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the City, based on the Council's determination that the projected cost to provide municipal services to the annexation territory exceeds the projected general revenue that the City would otherwise receive from the annexation territory on an annual basis;

NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON DO
ORDAIN AS FOLLOWS:

Section 1. Annexation. The property mapped and legally described in the attached **Exhibit 1** is hereby annexed into the City of Marysville pursuant to the interlocal agreement attached hereto as **Exhibit 2**. The annexation shall be effective on the effective date of this ordinance.

Section 2. Indebtedness. Except for any bonded indebtedness established by Snohomish County, the annexed properties shall be assessed and taxed at the same rate and on the same basis as property in the City of Marysville to pay for outstanding indebtedness at the date of annexation.

Section 3. Zoning Regulation. Said annexed property shall be subject to the City of Marysville Comprehensive Plan and Zoning Code (Title 19 MMC) and shall be designated in the Official Zoning Map as set forth in Ordinance No. 2789.

Section 4. Notice. Notice of the effective date of the annexation, together with a description of the property to be annexed, shall be published at least once each week for two weeks subsequent to passage of this ordinance, in one or more newspapers of general circulation within the City and in one or more newspapers of general circulation within the annexed territory. The notice shall include a statement that the annexation ordinance provides for assumption of outstanding indebtedness and adoption of the zoning regulation.

Section 5. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect at 12:01 a.m. on December 30, 2009.

PASSED by the City Council and APPROVED by the Mayor this _____ day of
_____, 2009.

CITY OF MARYSVILLE

By: _____
DENNIS KENDALL, MAYOR

Attest:

By: _____
TRACY JEFFRIES, CITY CLERK

Approved as to form:

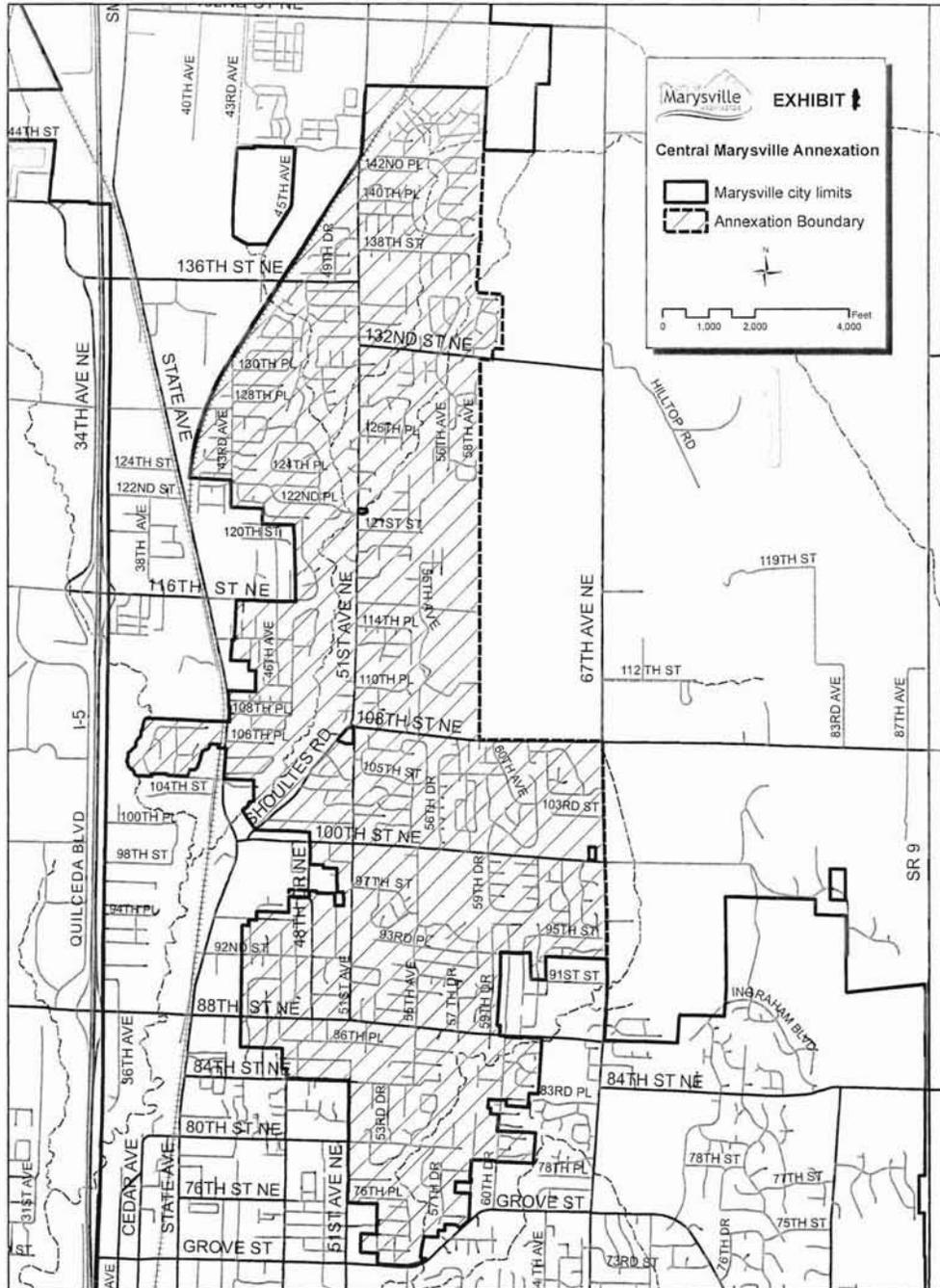
By: _____
GRANT K. WEED, CITY ATTORNEY

1st Date of Publication: _____

2nd Date of Publication: _____

Effective Date: December 30, 2009

EXHIBIT 1



CENTRAL MARYSVILLE ANNEXATION

Beginning at the center of Section 34, Township 31 North, Range 5 East, W.M., said point being on the west boundary of that Annexation approved on May 3, 1999 under the City of Marysville Ordinance No. 2252;

Thence southerly along the quarter section line on the west boundary of said Annexation, Ord. No 2252 and also the east boundary of the Plat of Timberbrook No. 3 as recorded in Book 33, Page 40, records of Snohomish County, Washington, and also along the east boundary of the Plat of Heather Glen as recorded in Book 28, Page 70, records of Snohomish County, Washington, and also along the east boundary of the Plat of Martinwood as recorded in Book 48, Page 177, records of Snohomish County, Washington, to the north quarter corner of Section 3, Township 30 North, Range 5 East, W.M. and the northeast corner of the Plat of Meadowcreek Park East as recorded in Book 58, Page 241, records of Snohomish County, Washington;

Thence southerly along the east boundary of said plat of Meadowcreek Park East to the southeast corner thereof;

Thence westerly along the south boundary of said plat of Meadowcreek Park East to the northeast corner of the Plat of Shoultes Addition No. 2 as recorded in Book 21, Page 123, Records of Snohomish County, Washington;

Thence southerly along the east boundary of said Plat of Shoultes Addition No. 2 and its southerly extension to a point on the north boundary of the Plat of Heritage as recorded in Book 37, Page 234, Records of Snohomish County, Washington;

Thence easterly along the north boundary of said Plat of Heritage to the northeast corner thereof; Thence southerly along the east boundary of said Plat of Heritage and also along the east boundary of the Plat of Meadow Park as recorded in Book 31, Page 19, Records of Snohomish County, Washington, to the southeast corner of Lot 10 of said Plat of Meadow Park; Thence westerly along the south boundary of said Lot 10 and Lot 9 to the southwest corner of Lot 8 of said Plat of Meadow Park;

Thence southerly along the east boundary of lots 7 and 6 of said Plat of Meadow Park and its southerly extension to the south margin of 132nd Street Northeast;

Thence westerly along the south margin of 132nd Street Northeast to the east margin of 58th Avenue Northeast and also the east boundary of the Plat of Ottercreek Division 2 as recorded under Auditor's File Number 9807225002, Records of Snohomish County, Washington, and also the east line of the southwest quarter of Section 3, Township 30 North, Range 5 East, W.M.;

Thence southerly along the east boundary of said Plat of Ottercreek Division 2 and the east boundary of the Plat of Ottercreek Division 4 as recorded under Auditor's File Number 9811105005, Records of Snohomish County, Washington, to a point on the south line of said Section 3 which point lies 16.52 feet east of the south quarter corner of said Section 3;

Thence westerly along the south boundary of said Plat of Ottercreek Division 4 to the northeast corner of the Plat of Meadows At Two Cedars Division 1 as recorded under Auditor's File Number 200710105334, and the south quarter corner of said Section 3;

Thence southerly along the east boundary of said Plat of Meadows At Two Cedars Division 1 and also along the east boundary of Pacific Meadows Division 2 as recorded under Auditor's File Number 200707115114, and also along the east boundary of the Plat of Pacific Meadows Division 1 as recorded under Auditor's File Number 200707115113, Records of Snohomish County Washington, and also the east line of the northwest quarter of Section 10, Township 30 North, Range 5 East, W.M., to the center of said Section 10;

Thence continue southerly along the quarter section line of said Section 10 to the north margin of 108th Street Northeast;

Thence easterly along said north margin of 108th Street Northeast to the east margin of 67th Avenue Northeast;

Thence southerly along said east margin of 67th Avenue Northeast to the northeast corner of that Annexation approved on January 8, 2007 under City of Marysville Ordinance No. 2681, said point being on the easterly projection of the south boundary of the Plat of Cedar Grove as filed under Auditor's File No. 9708205008, Records of Snohomish County, Washington;

Thence westerly along the north boundary of said Annexation and along the said south boundary of the Plat of Cedar Grove to the southwest corner of said Plat, and the northwest corner of said Annexation, being a point on the east boundary of the Plat of Caravelle as recorded in Book 32, Page 89 of Plats, Records of Snohomish County, Washington;

Thence southerly along the west boundary of said Annexation, Ordinance No. 2681, and the east boundary of said Plat of Caravelle, to the north boundary of that Annexation approved on June 15, 1987 under City of Marysville Ordinance No. 1540, being the southeast corner of said Plat of Caravelle;

Thence westerly along the north boundary of said Annexation, Ordinance No. 1540, and the south boundary of said Plat to the east boundary of that Annexation approved on November 1, 2005 under City of Marysville Ordinance No. 2592, being the southwest corner of said Plat of Caravelle;

Thence northerly along the east boundary of said Annexation, Ordinance No. 2592, and the west boundary of said Plat of Caravelle to the northeast corner of said Annexation, being the northeast corner of Lot 37 of the Plat of Roncrest as recorded under Auditor's File Number 1987856, Records of Snohomish County, Washington;

Thence westerly along the north boundary of said Annexation, Ordinance No 2592, to the northwest corner of said Lot 37;

Thence westerly to the southeast corner of Lot 29 of said Plat of Roncrest;

Thence continue westerly along the north boundary of said Annexation being the north margin of 93rd Place Northeast to the southwest corner of Lot 15 of said Plat of Roncrest being the northwest corner of said Annexation;

Thence southerly to the northwest corner of Lot 16 of said Plat of Roncrest;

Thence southerly along the westerly lines of Lots 16 through 21 and Lots 44 through 56 of said Plat to the most westerly angle point in Lot 56 of said Plat;

Thence easterly along said Plat line to the most easterly west line of said Lot 56;

Thence southerly along the westerly line of Lots 56 and 57 of said Plat and it's southerly extension to the south margin of 88th Street Northeast being the southwest corner of said Annexation;

Thence easterly along the south boundary of said Annexation, Ordinance No. 2592, and the south margin of said 88th Street Northeast to the southerly projection of Lot 71 of said Plat of Roncrest, being a corner of that Annexation approved on June 8, 1987 under City of Marysville Ordinance No. 1540;

Thence continue easterly along said south margin of 88th Street Northeast to the west line of the southeast quarter of the northeast quarter of Section 22, Township 30 North, Range 5 East, W.M.;

Thence southerly along the west line of said southeast quarter of the northeast quarter and along the west line of said Annexation, Ordinance No. 1540, to the southwest corner of said southeast quarter of the northeast quarter, said point being on the north line of the plat of Cedarcrest Vista East Div. 2 as recorded in Volume 63 of Plats, Page 153, Records of Snohomish County, Washington;

Thence westerly, along the south line of the southwest quarter of the northeast quarter of said Section 22, a distance of 13.20 feet to the southeast corner of the Plat of Mercury Manor, as recorded under Auditor's File No. 2054261, Records of Snohomish County, Washington;

Thence continue westerly, along the south line of said Plat to the northeast corner of the Plat of Hilton's Homesites, as recorded under Auditor's File Number 1281499, Records of Snohomish County, Washington, being the northwest corner of that Annexation approved on August 28, 1989 under City of Marysville Ordinance No. 1714;

Thence southerly along the east line of said Plat and along the west line of said Annexation to the southeast corner of said Plat;

Thence westerly, along the south line of said Plat and along the northerly line of that Annexation approved on July 26, 2004 under City of Marysville Ordinance No. 2534, to the southeast corner of Lot 12 of said Plat;

Thence northerly along the east line of said Lot 12 and along said Annexation boundary to the northeast corner of said Lot 12;

Thence westerly along the north line of said Lot 12 and its westerly projection and along said Annexation boundary to the east line of Lot 6, Block 1 of the Plat of Kellogg Marsh Five Acre Tracts, as recorded in Volume 10 of Plats, Page 16, Records of Snohomish County, Washington;

Thence southerly along the east line of said Lot 6, Block 1, to the south line of the north 185 feet of said Lot 6;

Thence westerly parallel with the north line of said Lot 6 and along said Annexation boundary to the northwest corner of Short Plat No PFN 02-110373 SP as recorded under Auditor's File Number 200402205232, Records of Snohomish County, Washington;

Thence southerly along the west line of said Short Plat and along the west line of said Annexation to the southwest corner of said Short Plat;

Thence easterly along the south line of said Short Plat and along the north line of Lot 5, Block 1 of said Plat of Kellogg Marsh Five Acre Tracts to the west line of the east 190 feet of said Lot 5, Block 1;

Thence southerly parallel with the east line of said Lot 5 to the north line of the south 75 feet of the north half of said Lot 5;

Thence easterly along said line and along said Annexation boundary to the east line of said Lot 5;

Thence southerly along the east line of Lot 5 and Lot 4 of said Plat and along the west line of that Annexation approved on July 9, 2001 under City of Marysville Ordinance No. 2380 to the westerly projection of the north line of the Plat of Heritage Place as recorded in Volume 45 of Plats, Page 208, Records of Snohomish County, Washington, also being the southwest corner of said Annexation;

Thence easterly along the north line of said Plat and its westerly projection and along the south line of said Annexation to the northeast corner of said Plat;

Thence southerly along the east line of said Plat and the east line of the Plat of Sau-turn as recorded under Auditor's File Number 12553950, Records of Snohomish County, Washington, and along the westerly line of that Annexation approved on October 22, 1990 under City of Marysville Ordinance No. 1803 to the southeast corner of said Plat of Sau-turn;

Thence westerly along the south line of said Plat and along the northerly line of that Annexation approved on September 14, 1992 under City of Marysville Ordinance No. 1905 to the east line of Lot 2, Block 1, of said Plat of Kellogg Marsh Five Acre Tracts being the northwest corner of said Annexation;

Thence northerly along the east line of said Lot 2, Block 1 to the northeast corner of said Lot 2 being the northeast corner of that Annexation approved on September 13, 2004 under City of Marysville Ordinance No. 2536;

Thence westerly along the north line of said Lot 2 and its westerly projection and along the north line of said Annexation to the northerly projection of the east line of Lot 7 of the Plat of Robertson Addition as recorded in Volume 15 of Plats, Page 108, Records of Snohomish County, Washington, and the northwest corner of said Annexation;

Thence southerly along the east lines of Lot 7 and Lot 8 of said Plat and their northerly projections and along the west line of said Annexation to the southeast corner of said Lot 8;

Thence easterly along the easterly projection of the south line of said Lot 8 to the west line of said Plat of Kellogg Marsh Five Acre Tracts;

Thence southerly along the west line of said Plat to the south line of the north 79.00 feet of the north half of the north half of the southeast quarter of the southeast quarter of the southwest quarter of said Section 22, also being the northeast corner of that Annexation approved on April 25, 2005 under City of Marysville Ordinance No. 2577;

Thence westerly along the south line of the said north 79.00 feet and along the north line of said Annexation to the west line of the east half of the north half of the southeast quarter of the southeast quarter of the southwest quarter of said Section 22, and the northwest corner of said Annexation;

Thence southerly along said west line and the west line of said Annexation to the south line of the north half of the southeast quarter of the southeast quarter of the southwest quarter of said Section 22, and the southwest corner of said Annexation;

Thence easterly along said south line and along the south line of said Annexation to the southeast corner of said north half and the southeast corner of said Annexation also being the west line of said Plat of Kellogg Marsh Five Acre Tracts;

Thence southerly along said west line and along the west line of said Annexation No. 2536 to the southwest corner of said Plat, also being the northwest corner of the northeast quarter of said Section 27;

Thence southerly along the west line of said northwest quarter and along the west line of that Annexation approved on May 14, 1984 under City of Marysville Ordinance No. 1358, to the northerly margin of Armar Road (Grove Street);

Thence southwesterly along said northerly margin to the most southerly corner of Lot 19 of the Plat of Linnihan Addition as recorded in Volume 14 of Plats, Page 48, Records of Snohomish County, Washington;

Thence northwesterly along the southwesterly line of said Lot 19 and along the northerly line of that Annexation approved on September 14, 1992 under City of Marysville Ordinance No. 1906, to the most westerly corner of said Lot 19;

Thence westerly along the south line of said Plat and along the northerly line of said Annexation to the northwest corner of Lot 9 of the Plat of Grove Court Phase 2 as recorded under Auditor's File Number 9602125002, Records of Snohomish County, Washington;

Thence southerly along the west line of said Plat 140.00 feet;

Thence westerly along the north line of Lot 8 of said Plat and along the north line of the Plat of Grove Court Phase 1, as recorded under Auditor's File Number 9410255002, Records of Snohomish County, Washington and along the northerly line of said Annexation to the northwest corner of Lot 3 of said Plat;

Thence southerly along the west line of said Lot 3 to the southeast corner of Lot 6 of the Plat of Allen Creek Addition as recorded under Auditor's File Number 1177815, Records of Snohomish County, Washington;

Thence westerly along the south line of said Lot 6 and along said Annexation line to the northwest corner of that Short Plat No. SP PA 9710028, as recorded under Auditor's File Number 200006225006, Records of Snohomish County, Washington;

Thence southerly along the west line of said Short Plat and along the westerly line of said Annexation to the southwest corner of Tract 999 of said Short Plat;

Thence northeasterly, southeasterly and easterly along the south line of Tract 999 and Lot 1 of said Short Plat and along said Annexation line to the northerly margin of Armar Road (Grove Street);

Thence westerly along said northerly margin to the east margin of 53rd Avenue Northeast;

Thence northerly along said east margin and along the east line of that Annexation approved on May 11, 1981 under City of Marysville Ordinance No. 1192, to the easterly projection of the south line of Lot 6 of the Plat of Sutherland Half Acre Tracts as recorded in Volume 12 of Plats, Page 6, Records of Snohomish County, Washington;

Thence westerly along the south line of said Lot 6 and its easterly projection and along said Annexation line to the southwest corner of said Lot 6;

Thence northerly along the west line of Lots 1 through 6 of said Plat and along said Annexation line to the northwest corner of said Lot 1;

Thence easterly along the north line of said Lot 1 and said Annexation line to the southeast corner of Lot 7 of the Plat of Kanikeberg Homesites as recorded in Volume 14 of Plats, Page 116, Records of Snohomish County, Washington;

Thence northerly along the east line of said Plat and its northerly projection and along said Annexation line to the north line of the northwest quarter of said Section 27;

Thence westerly along said north line and along said Annexation line to the east margin of 51st Avenue Northeast;

Thence northerly along said east margin and along the east line of said Annexation and along the east line of that Annexation approved on April 12, 2004 under City of Marysville Ordinance No. 2510 to the intersection of the north margin of 84th Street Northeast and the northerly projection of the east margin of 51st Avenue Northeast, being the northeast corner of said Annexation, Ordinance No. 2510;

Thence westerly along said north margin of 84th Street Northeast and the north line of said Annexation to the southeast corner of Lot 6 of the Plat of Marysville Garden Tracts, as recorded in Volume 11 of Plats, Page 73, Records of Snohomish County, Washington, also being the southeast corner of that Annexation approved on October 10, 1994 under City of Marysville Ordinance No 2006;

Thence northerly along the east line of said Lot 6 and the east line of said Annexation to the northeast corner of said Lot 6 and said Annexation;

Thence westerly along the north line of said Lot 6 and said Annexation to the northwest corner of said Lot 6 and said Annexation , also being the east line of the Plat of Maple Place as recorded under Auditor's File Number 9212045006, Records of Snohomish County, Washington;

Thence northerly along the east line of said Plat of Maple Place and along the east line of that Annexation approved on December 4, 1989 under City of Marysville Ordinance No. 1745, to the northeast corner of said Plat and said Annexation;

Thence westerly along the north line of said Plat and said Annexation to the northwest corner of said Plat and said Annexation;

Thence continue westerly along the south line of the Plat of Maravilla Estates, as recorded under Auditor's File Number 2240572, Records of Snohomish County, Washington, and the south line of the Plat of Aloha Park, as recorded under Auditor's File Number 1956851, Records of Snohomish County, Washington, and along the north boundary of that Annexation approved on February 24, 1997 under City of Marysville Ordinance No. 2118 to the southwest corner of said Plat of Aloha Park;

Thence northerly along the west line of said Plat and along the east line of that Annexation approved on July 14, 1975 under City of Marysville Ordinance No. 866, to the north margin of 88th Street Northeast and also the southeast corner of that Annexation approved on February 22, 1982 under City of Marysville Ordinance No. 1223, being the southwest corner of the plat of University Estates as recorded in Volume 28 of Plats, Page 71, Records of Snohomish County Washington;

Thence continue northerly along the west line of said Plat and its northerly projection and along the west line of the plat of Miller Addition as recorded in Volume 14 of Plats, Page 100, Records of Snohomish County, Washington, to the south line of the Plat of Wadehaven Div. No. 1, as recorded in Volume 15 of Plats, Page 16, Records of Snohomish County, Washington;

Thence easterly along said south line of said Plat of Wadehaven Div. No. 1 to the west margin of 44th Drive Northeast;

Thence northerly along said west margin of 44th Drive Northeast to the south margin of 94th Place Northeast;

Thence easterly along said south margin of 94th Place Northeast to the southerly projection of the east line of Lot 2 of the plat of Wadehaven Div. No. 2 as recorded in Volume 16 of Plats, Page 82, Records of Snohomish County, Washington;

Thence northerly along the east line of said Lot 2 and its southerly projection to the northeast corner of said Lot 2;

Thence easterly along the said north line of said Plat of Wadehaven Div. No. 2 to the northeast corner thereof;

Thence northerly along the east line of the plat of State Avenue East as recorded in Volume 56 of Plats, Page 257, Records of Snohomish County, Washington to the northwest corner of the south 30 feet of Lot 6 of the Plat of Palmer Tracts, as recorded in Volume 14 of Plats, Page 94, records of Snohomish County, Washington;

Thence easterly along the north line of said south 30 feet and its easterly projection to the east margin of 48th Drive Northeast;

Thence northerly along said east margin of 48th Drive Northeast to the north line of the south 40 feet of Lot 8 of said Plat of Palmer Tracts;

Thence easterly along the said north line to the northeast corner of the west 150 feet of said south 40 feet;

Thence southerly for 40 feet to the north line of Lot 7 of said Plat of Palmer Tracts;

Thence easterly for 380 feet to the west margin of 50th Avenue Northeast;

Thence southerly along the said west margin to the westerly extension of the south line of Lot 10 of the Plat of Mountain View Acres, as recorded in Volume 12 of Plats, Page 35, Records of Snohomish County, Washington;

Thence easterly along the said south line and its westerly extension to the southeast corner of that Snohomish County Short Plat SP 02-107972SP, as recorded under Auditor's File No. 200507205002, Records of Snohomish County, Washington, said point being also the southeast corner of that Annexation approved on April 26, 2004 under City of Marysville Ordinance No. 2516;

Thence northerly and westerly along the east boundary of said Short Plat to the northeast corner of said Short Plat and also the northeast corner of said Annexation;

Thence westerly along the north line of said Short Plat to the east margin of 50th Avenue Northeast and the east boundary of said Annexation, Ordinance No. 2388;

Thence northerly along said east margin of 50th Avenue to the northeast corner of said Annexation being the northeast corner of Lot 9 of that City of Marysville Short Plat 04-001, as recorded under Auditor's File No. 200506295351, Records of Snohomish County, Washington;

Thence westerly along the north boundary of said Short Plat to the northwest corner of Lot 6 of said Short Plat, being on the east line of Lot 12 of the Plat of Palmer Tracts as recorded in Volume 14 of Plats, Page 94, Records of Snohomish County, Washington, and also an angle point of the boundary of said Annexation, Ordinance No. 2388;

Thence northerly along the said east line to the northeast corner of said Lot 12 and said Annexation; Thence westerly along the north line of said Lot 12 and said Annexation to the east margin of 48th Drive Northeast and also the east boundary of that Annexation approved on June 27, 1988 under City of Marysville Ordinance No. 1619;

Thence northerly along said east margin of 48th Drive Northeast and its northerly extension and along the east boundary of that Annexation approved May 11, 1987 under City of Marysville Ordinance No. 1536 to the north margin of 100th Street Northeast;

Thence westerly along said north margin of 100th Street Northeast to the southeast corner of that Annexation approved on May 1, 2004 under City of Marysville Ordinance No. 2515, also being a point on the east-west centerline of Section 16, Township 30 North, Range 5 East, W.M. lying 899.92 feet west of the east quarter corner of said Section;

Thence northerly 188.00 feet to the northeast corner of said Annexation, being the northeast corner of Tax Lot 1-095, a point 6.00 feet south of and 180 feet east of the northeast corner of Snohomish County Short Plat ZA 90007361SP, as recorded under Auditor's File No. 9207160236, Records of Snohomish County, Washington;

Thence westerly along the north boundary of said Annexation 180.00 feet to a point on the east line of said Snohomish County Short Plat;

Thence northerly 6.00 feet to the northeast corner of said Short Plat;

Thence westerly along the north line of said Short Plat and its westerly projection to the northwest corner of that Short Plat PFN 98-108562, as recorded under Auditor's File No. 20020116, Records of Snohomish County, Washington, and also the northeast corner of said Annexation, Ordinance No. 1223;

Thence continue westerly along a line 194 feet north of said center of section line to the centerline of Shoultes Road;

Thence northwesterly along the northeast lines of Tax Lots 1-025 and 1-026 a distance of 160 feet, more or less, as referenced in said Annexation, to the centerline of Quilceda Creek and the east boundary of that Annexation approved on June 22, 1992 under City of Marysville Ordinance No. 1896;

Thence northeasterly along said centerline of Quilceda Creek a distance of 320 feet, more or less, to a point on the west line of the east 120 feet of the west half of the southwest quarter of the northeast quarter of said Section 16;

Thence north along said west line a distance of 445 feet, more or less, to a point on the north line of said southwest quarter lying 545 feet east of the northwest corner of said southwest quarter;

Thence west along said north line a distance of 640 feet, more or less, to a point on the east margin of State Avenue;

Thence northerly along said east margin a distance of 666.46 feet to the northwest corner of the Plat of Quilceda Park No. 2 as recorded in Volume 24, Page 12 of Plats, Records of Snohomish County, Washington;

Thence west to a point on the west margin of the Burlington Northern Railroad right of way lying 666.46 feet north of the south line of the northeast quarter of the northwest quarter of said Section 16;

Thence northerly along said west margin of the Burlington Northern Railroad right of way a distance of 85 feet, more or less, to a point lying 495 feet south of the north line of said Section 16;

Thence west parallel with said north line a distance of 184.32 feet, more or less, to the northeast corner of Lot 12, Block 3 of the Replat of Hidden Lake Estates as recorded in Volume 34, Page 40 of Plats, Records of Snohomish County, Washington;

Thence southwesterly along the east line of said Replat of Hidden Lake Estates to the southeast corner of Lot 2, Block 3 of said Replat, said point being on the north margin of 104th Street Northeast;

Thence westerly along said north margin for 426 feet, more or less, to the west line of the southeast quarter of the northwest quarter of said Section 16;

Thence northerly to the southeast corner of Lot 26 of the plat of Indian Creek Estates as recorded in Volume 37 of Plats, Page 175, Records of Snohomish County, Washington, and the north margin of said 104th Street Northeast;

Thence westerly along said north margin for 333.05 feet to a point of curvature on the south line of Lot 23 of said Plat;

Thence southerly to a point on the north line of the southwest quarter of the northwest quarter of said Section 16, which point being a point of curvature on the south margin of said 104th Street Northeast;

Thence westerly along said north line for 309.25 feet to a point on the centerline of the West Fork of Quilceda Creek, also known as Indian Creek;

Thence northerly along said centerline of Indian Creek to the northwest corner of said Plat of Indian Creek Estates, said point being on the north line of said Section 16;

Thence easterly along said north line to the east margin of State Avenue;

Thence northwesterly along said east margin of State Avenue to a point on the north line of the south half of the southeast quarter of the southwest quarter of Section 9, Township 30 North, Range 5 East, W.M., and the southwest corner of that Annexation approved September 12, 2005 under City of Marysville Ordinance No. 2593;

Thence easterly along the said north line and the south line of said Annexation to the southwest corner of Lot 7 of the plat of Northwood Park as recorded in Volume 24 of Plats, Page 85, Records of Snohomish County, Washington, and the southeast corner of said Annexation;

Thence northerly along the west line of said plat of Northwood Park to the northwest corner of Lot 10 of said plat and a point on the south line of Snohomish County Short Plat ZA9305109SP as recorded under Auditor's File No 9807025010, Records of Snohomish County, Washington;

Thence westerly along said south line to the southwest corner of said Short Plat;

Thence northerly along the west line of said Short Plat to the northwest corner of said Short Plat and a point on the north line of the southwest quarter of the southeast quarter of said Section 9;

Thence westerly along said north line to the westerly right of way margin of the Marysville-Arlington Railroad (abandoned), and a point on the east line of the plat of Webbs Homesites as recorded in Volume 15 of Plats, Page 96, Records of Snohomish County, Washington;

Thence northerly along said east line of said Plat to the northeast corner thereof and the northeast corner of said Annexation, Ordinance No. 2953, being a point on the south line of that Annexation approved on November 4, 1996 under City of Marysville Ordinance No. 2097, and also a point on the south margin of 113th Street Northeast;

Thence easterly along said south margin to the southeast corner of said Annexation, and a point on the east margin of said Marysville-Arlington Railroad right of way;

Thence northerly along the east boundary of said Annexation and said right of way to a point on the south margin of 116th Street Northeast;

Thence easterly along said south margin of 116th Street Northeast and along the south boundary of said Annexation and along the south boundary of that Annexation approved on July 1, 2005 under City of Marysville Ordinance No. 2586, and along the south boundary of that Annexation approved on November 1, 2005 under City of Marysville Ordinance No. 2599, to the southeast corner of said Annexation, Ordinance No. 2599, being a point on the said south margin of 116th Street at the northeast corner of Lot 1 of the plat of Whitson's Homesites as recorded under Auditor's File No. 1721088;

Thence northerly along the projection of the east line of said Lot 1 to the north line of the southeast quarter of Section 9, Township 30 North, Range 5 East, W.M.;

Thence easterly along said north line to the southwest corner of the plat of Sherwood Forest as recorded in Volume 29 of Plats, Page 59, Records of Snohomish County, Washington;

Thence northerly along the east boundary said Annexation and the west line of said Plat to the northeast corner of said Annexation being the northwest corner of Lot 7 of the plat of Michael Acres as recorded in Volume 30 of Plats, Page 27, Records of Snohomish County, Washington;

Thence westerly along the south line of Lots 9 through 17 of said Plat to the southwest corner of Lot 17 of said Plat;

Thence northerly along the west line of said Plat to the northwest corner of said Lot 17, being on the north line of the south half of the north half of the northeast quarter of said Section 9;

Thence westerly along said north line to the west line of the north half of the northeast quarter of said Section 9 and a point on the east boundary of that Annexation approved on December 13, 1995 under City of Marysville Ordinance No. 2056, said point being the southwest corner of Lot 61 of the plat of Whispering Firs as recorded in Volume 29 of Plats, Page 48, Records of Snohomish County, Washington, and also a point on the east line of the plat of Strawberry Vista as recorded in Volume 55 of Plats, Page 223, Records of Snohomish County, Washington;

Thence northerly along the east boundary of said Annexation and said Plat of Strawberry Vista to the southeast corner of Lot 38 of the Plat of Walter's Manor No. 4 as recorded in Volume 38 of Plats, Page 100, Records of Snohomish County, Washington and the northeast corner of Lot 21 of said Plat of Strawberry Vista, and the northeast corner of said Annexation;

Thence westerly along the south line of said Plat of Walters's Manor and its westerly projection to a point on the northwesterly margin of the Burlington Northern Railroad Right of Way, said point being 65.95 feet south of the north line of the northwest quarter of Section 9, Township 30 North, Range 5 East, W.M.;

Thence northeasterly along the northwesterly margin of said Burlington Northern right of way and the east boundary of that Annexation, approved on November 4, 1992 under City of Marysville Ordinance No. 1910, and the east boundary of that Annexation approved on September 30, 1999 under City of Marysville Ordinance No. 2276, to its intersection with the east margin of 51st Avenue Northeast;

Thence northerly along said east margin of 51st Avenue Northeast to its intersection with the east-west centerline of Section 34, Township 31 North, Range 5 East, W.M.;

Thence easterly along said east-west centerline to the center of said Section 34, Township 31 North, Range 5 East, W.M., and the point of beginning.

Except that portion of City of Marysville city limits as described in that Annexation approved on March 25, 1996 under City of Marysville Ordinance No. 2064 described as follows: Beginning at the intersection of the east line of Shoultes Road and the south line of the north half of the northwest quarter of the northwest quarter of section 10, Township 30 North, Range 5 East, W.M., thence north along said Shoultes Road for 100 feet;

Thence east parallel to said south line to the thread of Sisco Creek;

Thence south 100 feet, more or less, to the south line of said north half of the northwest quarter of the northwest quarter;

Thence west along said south line to the point of beginning;

And except that portion of City of Marysville city limits as described in that Annexation approved on March 25, 1996 under City of Marysville Ordinance No. 2065 described as follows: Beginning 20 feet north and 177.65 feet west of the southeast corner of the northeast quarter of Section 15, Township 30 North, Range 5 East, W.M., thence west 147.65 feet;

Thence north 295.3 feet;

Thence east 147.65 feet;

Thence south 295.3 feet to the point of beginning;

And except that portion of City of Marysville city limits as described in that Annexation approved on July 9, 2001 under City of Marysville Ordinance No. 2379 described as follows:

Beginning at the northeast corner of Section 16, Township 30 North, Range 5 East, W.M.;

Thence South 0°00'00" West along the east line of said Section 16 a distance of 15.01 feet to the southerly right of way line of 108th Street Northeast, said right of way line being 15 feet southerly of and parallel with the north line of said Section 16, said point being the true point of beginning;

Thence continuing South 0°00'00" West 350.59 feet along said east line;

Thence North 90°00'00" West 151.53 feet;

Thence North 71°00'00" West 203.89 feet to the easterly right of way line of Shoultes Road, said right of way line being 30 feet southeasterly of the centerline of Shoultes Road when measured at right angles to said centerline;

Thence North 39°54'22" East 374.10 feet along said easterly right of way to the southerly right of way line of said 108th Street Northeast;

Thence South 88°28'58" East 104.35 feet along said southerly right of way to the east line of said Section 16 and the true point of beginning.

All situate in the County of Snohomish, State of Washington.

EXHIBIT 2

200907280020 CONFORMED COPY
07/28/2009 8:12am \$0.00 16 PGS
SNOHOMISH COUNTY, WASHINGTON

After Recording Return to:

Assistant Clerk
Snohomish County Council
3000 Rockefeller, M/S 609
Everett, WA 98201

Agencies: Snohomish County and City of Marysville
Tax Account No.: N/A
Legal Description: N/A
Reference No. of Documents Affected: Interlocal Recorded at AF# _____
Filed with the Auditor pursuant to RCW 39.34.040
Documents Title:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY PROVIDING FOR THE ANNEXATION TO THE CITY OF THE AREA KNOWN AS THE "CENTRAL MARYSVILLE ANNEXATION" PURSUANT TO RCW 35A.14.460

1. PARTIES

This interlocal agreement ("Agreement") is made by and between the City of Marysville ("City"), a Washington municipal corporation, and Snohomish County ("County"), a political subdivision of the State of Washington, collectively referred to as the "Parties," pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) and RCW 35A.14.460.

2. PURPOSE

- 2.1 Primary purpose. The primary purpose of this Agreement is to set forth the terms of the Parties' agreement to the annexation ("Annexation") to the City of territory located within the Central Marysville Annexation area, which area is referred to herein as the "Annexation Area," pursuant to RCW 35A.14.460. The territory included in the Annexation Area is depicted in Exhibit A to this Agreement, incorporated herein by this reference.
- 2.2. Orderly transition of services and capital projects. The City and County recognize the need to facilitate an orderly transition of services and capital projects from the County to the City at the time of the Annexation.

3. GENERAL AGREEMENT REGARDING ANNEXATION

- 3.1 Inapplicability of Master Annexation ILA. The Parties recognize the existence of that certain *Interlocal Agreement Between the City of Marysville and Snohomish County Concerning Annexation and Urban Development Within the Marysville*

Interlocal Agreement Between the City of Marysville and
Snohomish County Providing for the Annexation to the City
of the Area Known as the "Central Marysville Annexation" Pursuant
to RCW 35A.14.460

Central Marysville Annexation ILA Final 6-10-09
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Urban Growth Area, effective June 30, 1999, and recorded under Auditor's File # 199908230669 ("Master Annexation ILA"), that addresses certain actions related to annexation. Since the Parties hereto entered into the Master Annexation ILA, the Legislature has authorized an additional method of annexation (annexation by interlocal agreement) pursuant to RCW 35A.14.460. Notwithstanding anything to the contrary that may be contained in the Master Annexation ILA, the Parties agree and intend that the Master Annexation ILA shall have no applicability, force or effect with respect to the Annexation contemplated herein. Instead, the Annexation shall be governed by the terms of this Agreement which is entered into pursuant to RCW 35A.14.460.

3.2 Snohomish County Tomorrow Annexation Principles. The County and the City intend that this Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles. For the purpose of this Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit B, and incorporated herein by this reference.

3.3 Annexation approval. The City and County agree that following execution of this Agreement, the City shall pursue the Annexation of territory described in Exhibit A by adoption of an ordinance pursuant to RCW 35A.14.460(4).

3.4 City to adopt County codes and ordinances. The City agrees to adopt by reference the County codes and ordinances listed in Exhibit C of this Agreement solely for the purpose of allowing the County to process and complete permits and fire inspections in the Annexation Area. Adoption of the County's codes by the City in no way affects projects applied for under the City's jurisdiction. The County shall be responsible for providing copies of all the codes and ordinances listed in Exhibit C of this Agreement, in addition to all the updates thereto, to the Marysville City Clerk, so that the City Administrative Services Director may maintain compliance with RCW 35A.12.140.

4. **GROWTH MANAGEMENT ACT ("GMA") AND LAND USE**

4.1 Urban density requirements. Except as may be otherwise allowed by law, the City agrees to adopt land use designations and zones for the Annexation Area that will accommodate within its jurisdiction the population and employment allocation assigned by the County under the GMA for the City and the Annexation Area as established in Appendix B of the Countywide Planning Policies for Snohomish County. Nothing in this Subsection 4.1 shall be deemed as a waiver of the City's right to appeal the assignment of such population and employment allocation under the GMA.

4.2 Wetland mitigation sites and habitat projects. The City and County share a commitment to ensure the success of wetland mitigation sites and habitat improvement projects. The City and County agree that both jurisdictions will benefit from the maintenance and monitoring of wetland mitigation sites and habitat improvement projects. The City and County agree to enter into an agreement prior to the effective date of the Annexation to determine responsibility and costs for maintenance and monitoring for the mitigation sites and habitat improvement project located at 51st Avenue NE and 100th Street NE.

5. TRANSFER OF PERMITS IN PROCESS BY THE COUNTY

5.1 Permit processing. The County agrees to continue processing both building and major development permit applications in the Annexation Area for which complete applications were filed before the effective date of the Annexation, as provided below.

5.2 Building permits issued within four months of annexation. The County shall continue to process through completion building permits in the Annexation Area under County code and permit requirements for which it received a complete permit application prior to the effective date of the Annexation and for which a building permit is issued within four months of the effective date of Annexation. In addition, the County shall accept, process, and conduct inspections for any associated permits for which it receives an application through completion. For the purposes of this Agreement, "associated permits" means mechanical, plumbing, and sign permits for the building being permitted. For the purposes of this Agreement, "completion" means final administrative or quasi-judicial approvals, including final inspection and issuance of an occupancy permit. The County shall be responsible for defending any administrative, quasi-judicial or judicial appeals of building permits issued by the County in the Annexation Area.

5.3 Building permit applications not issued within four months after annexation. The County shall continue to process permit applications (exclusive of major development permits as defined in Section 5.4) in the Annexation Area under the County code and permit application requirements for which it received a complete permit application prior to the effective date of the Annexation, for up to four months following the effective date of the Annexation. Four months following the effective date of the Annexation, permit application processing responsibility will be transferred to the City if a permit has not been issued. Alternatively, the City may request the County to transfer pending building permit applications upon receipt of a written request by the permit applicant. The County will contact applicants for pending permit applications to provide advance notification of the transfer date. The City will honor any intermediate approvals (such as building plan check approval) which are effective prior to transfer of the permit application. Extension of intermediate approvals following the Annexation must be approved by the City following consultation with County staff.

- 5.4 Major development permits. The County shall continue to process to completion any major development permits in the Annexation Area for which it received a complete permit application prior to the effective date of the Annexation. "Major development permits" is defined as: non- single family building permits for structures greater than 4,000 square feet in size, subdivisions, Planned Residential Developments, short subdivisions, conditional uses, special uses, rezones, shoreline substantial development permits and variances. "Processing to completion" shall be to the end of a review process that was commenced by the County prior to the effective date of the Annexation. The term "review process" is defined as follows for a subdivision: preliminary plat approval, plat construction plan approval, inspection and final plat processing. Final plats shall be transmitted to the City for City Council acceptance of dedication of right-of-way or other public easements, if dedication occurs after the effective date of the Annexation. The County shall be responsible for defending any administrative, quasi-judicial or judicial appeals of major development permits issued by the County in the Annexation Area.
- 5.5 Permit renewal or extension. Any request to renew a building permit or to renew or extend a major development permit issued by the County prior to the effective date of the Annexation which is received after the effective date of the Annexation shall be made to and administered by the City.
- 5.6 Land use code enforcement cases. Any pending land use code enforcement cases in the Annexation Area shall be transferred to the City on the effective date of the Annexation. Any further action in those cases will be the responsibility of the City. The County agrees to make its employees available as witnesses at no cost to the City if necessary to prosecute transferred cases.
- 5.7 Enforcement of County conditions. Following the effective date of the Annexation, the City agrees to enforce any conditions imposed by the County relating to the issuance of a building or major development permit in the Annexation Area. Any performance or other bonds held by the County to guarantee performance or completion of work associated with the issuance of a permit shall be transferred to the City along with responsibility for enforcement of condition tied to said bonds. The County agrees to make its employees available to provide assistance in areas involving enforcement of conditions on permits originally processed by County personnel, at no cost to the City.
- 5.8 Proportionate share of application fees. The City and County shall proportionately share the permit application fees for any transferred cases. The County shall transfer a proportionate share of the application fee collected to the City, commensurate with the amount of work left to be completed on the permit. The City may also request transfer for permit responsibility upon receipt of a written request by the permit applicant.

6. RECORDS TRANSFER

The City Clerk or designee, at his or her discretion, shall either take custody of or copy relevant County records prior to and following the Annexation. County records to be transferred or copied will include, but are not limited to, records from The Departments of Public Works and Planning and Development Services, including all permit records and files, inspections reports and approved plans, approved zoning files, code enforcement files, fire inspection records, easements, plats, data bases for land use, drainage, street lights, streets, regulatory and animal license records, and any available data on the location, size and condition of utilities, and other items identified during the transfer process. Transfer of County records will be subject to the *Interlocal Agreement Between the City and the County Concerning Transfer, Custody, Retention and Access of Public Records Following Annexation*, effective August 25, 1999, and recorded under Auditor's File # 199910200573.

7. ROADS

- 7.1 Reciprocal impact mitigation. The City and County have agreed to mutually enforce each other's traffic mitigation ordinances and policies to address multi-jurisdictional impacts under the terms and conditions provided in the *Interlocal Agreement Between Snohomish County and the City of Marysville on Reciprocal Mitigation of Transportation Impacts*, effective July 1, 1999, and recorded under Auditor's File # 199907020618. The Parties also may enter into an additional agreement that addresses implementation of common MUGA development standards (including access and circulation requirements), level of service standards, concurrency management systems, and other transportation planning issues.
- 7.2 88th Street NE corridor capacity improvements. The City and County agree that both jurisdictions will benefit from the construction of capacity improvements to the 88th Street NE Corridor between State Avenue and 67th Avenue NE, whether it lies within the City's corporate limits or remains in unincorporated Snohomish County. The City and County agree to coordinate and cooperate on these improvements. The process and details for coordination will be addressed within a separate agreement.
- 7.3 51st Avenue NE intersection improvements. The County is currently in the construction phase of intersection improvements to the intersection of 51st Avenue NE and 100th Street NE and to the intersection of 51st Avenue NE and 136th Street NE. The City agrees that these projects are in the City's interest and will allow the County to work within the right-of-way annexed by the City to complete these projects.

8. SURFACE WATER MANAGEMENT

- 8.1 Legal control and maintenance responsibilities. The Central Marysville Annexation Area includes surface water drainage improvements or facilities that the County currently owns or maintains. The City and County agree that the legal control and maintenance responsibilities for such surface water drainage improvements or facilities shall transfer to the City by the end of the calendar year in which the Annexation becomes effective, except as negotiated between the City and County in any subsequent agreements. The County agrees to provide a list of surface water drainage improvements and facilities prior to the start of negotiations. County maintenance easements over residential detention facilities shall be transferred to the City. The County's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the Annexation Area. The City and County will determine how funding, construction, programmatic and subsequent operational responsibilities, legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36.89.050, RCW 36.89.120 and all other applicable authorities.
- 8.2 Taxes, fees, rates, charges and other monetary adjustments. The City recognizes that service charges are collected by the County for unincorporated areas within designated Watershed Management Areas and Clean Water Districts. Watershed management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of the Annexation, the City hereby agrees that the County may continue to collect and, pursuant to Chapter 25.20 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the Annexation occurs to the provision of watershed management services designated in that year's budget. These services will be provided through the calendar year in which the Annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the County.
- 8.3 Drainage Needs Report cost recovery. The City recognizes that drainage engineering studies and surface water drainage improvements and facilities have benefited the Annexation Area. The City recognizes that the County has incurred bonded debt to fund the engineering studies and facilities listed in the Drainage Needs Report, prepared by the Snohomish County Department of Public Works in 2002, as updated, and agrees that the Annexation Area will be responsible for paying a share of that bond debt. The City recognizes that the County has full authority and is required to collect payment for that bond debt under RCW 36.89.120.

8.4 Government service agreements. The County and City intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services.

9. PARKS, OPEN SPACE AND RECREATIONAL FACILITIES

The City agrees to assume maintenance, operation and ownership responsibilities for Mother Natures Window Park, Timberbrook/Heatherglen, Sherwood Forest, Walter's Manor and King Park upon the effective date of the Annexation as identified in the map attached to this Agreement as Exhibit D. Documents conveying Mother Natures Window Park, Timberbrook/Heatherglen, Sherwood Forest, Walter's Manor and King Park to the City of Marysville will be developed and executed by both Parties subsequent to the effective date of the Annexation.

10. AMENDMENTS AND ADDITIONAL AGREEMENTS

10.1 Amendments. The City and County recognize that amendments to this Agreement may be necessary. An amendment to this Agreement must be mutually agreed upon by the Parties and executed in writing. Any amendment to this Agreement shall be executed in the same manner as this Agreement.

10.2 Additional agreements. Nothing in this Agreement limits the Parties from entering into interlocal agreements on issues not covered by, or in lieu of, the terms of this Agreement.

11. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

12. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each jurisdiction shall be responsible for the costs of their own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The City and County agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to the Boundary Review Board hearing on the Annexation, if possible.

13. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the City and the County in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

14. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

15. EFFECTIVE DATE, DURATION AND TERMINATION

15.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of each of the parties hereto and the signing of the Agreement by the duly authorized representative of each of the parties hereto.

15.2 Duration. This Agreement shall be in full force and effect through December 31, 2019. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

15.3 Termination. Either party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the County and City are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

16. INDEMNIFICATION AND LIABILITY

16.1 Indemnification of County. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

16.2 Indemnification of City. The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature

whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

16.3 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's or the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the County and the City, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.

16.4 Hold harmless. No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or failure by the CITY to comply with Chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense any legal challenges to the County's requested mitigation or failure by the County to comply with Chapter 82.02 RCW.

17. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and the application of the provisions to other persons or circumstances shall not be affected.

18. EXERCISE OF RIGHTS OR REMEDIES

Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

19. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice. Public records will be retained and destroyed according to the "Interlocal Agreement between the City and the County concerning transfer, Custody, Retention and Access of Public Records following Annexation."

20. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning the Annexation, except as set forth in Section 10 of this Agreement.

21. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

22. CONTINGENCY

The obligations of the City and County in this Agreement are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, the City or County may terminate the Agreement under Subsection 19.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

23. FILING

A copy of this Agreement shall be filed with the Marysville City Clerk and recorded with the Snohomish County Auditor's Office.

24. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Gloria Hirashima
Community Development Director
City of Marysville
80 Columbia Avenue
Marysville, WA 98270
(360) 363-8211

Richard Craig
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Ave.
Everett, WA 98201
(425) 388-3311

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below.

Dated this 22nd day of July 2009.

CITY OF MARYSVILLE

SNOHOMISH COUNTY

BY:

BY:



MARK SOINE
Deputy Executive

Dennis L. Kendall
Mayor

for Aaron Reardon
County Executive

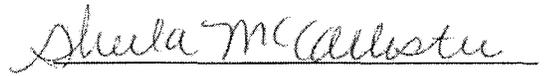
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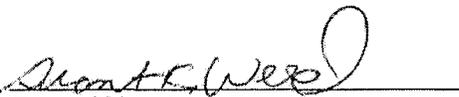
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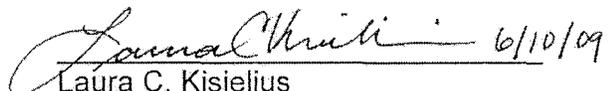

City Clerk


Clerk of the County Council, *asst.*

Approved as to form:
Office of the City Attorney
Attorney

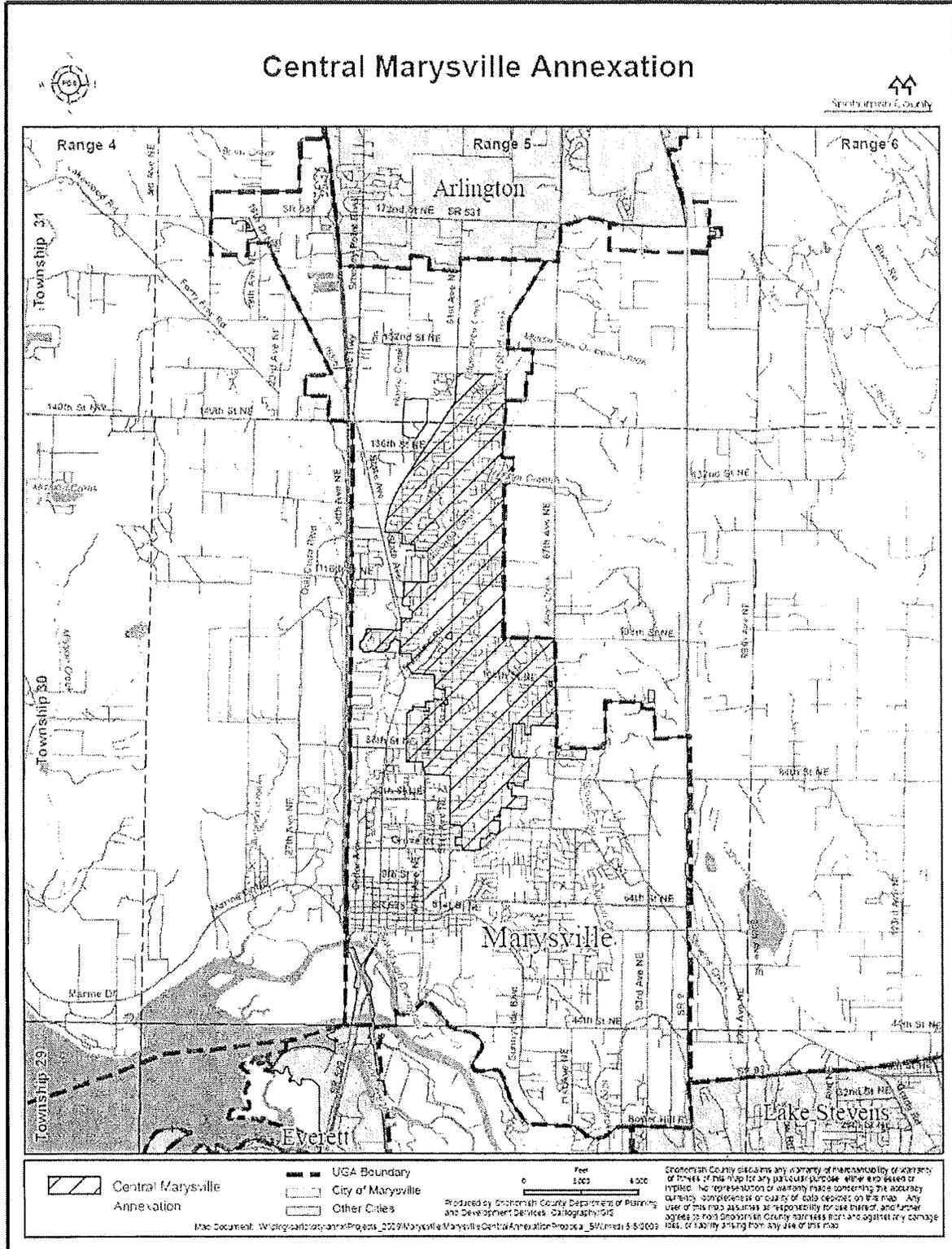
Approved as to form:
Snohomish County Prosecuting


Grant Weed
Attorney for the City of
Marysville

 6/10/09
Laura C. Kisielius
Deputy Prosecuting Attorney for
Snohomish County

COUNCIL USE ONLY
Approved: 7-13-09
Docfile: D-1

EXHIBIT A – CENTRAL MARYSVILLE ANNEXATION MAP



Interlocal Agreement Between the City of Marysville and Snohomish County Providing for the Annexation to the City of the Area Known as the "Central Marysville Annexation" Pursuant to RCW 35A.14.460

Central Marysville Annexation ILA Final 6-10-09
Page 12 of 16

EXHIBIT B – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

The following principles are intended as a “roadmap” for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County’s current delivery of municipal services within the urban growth area while strengthening the County’s regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six Year Annexation Plan. As follow-up to the county’s Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment, should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the county to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the county council should be based upon each city’s internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical county funding and said roads’ priority within the county’s current 6-year road plan. Where financing and other considerations are not compelling, the city and county may “re-visit” the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the county may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the county and the city. Coordination of zoning densities between the county and the host city may require the revision of land use maps, adoption of transfer rights or other creative solutions. Upon completion of sub-area planning, if

densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the county.

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
 - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
 - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
 - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

**EXHIBIT C – SNOHOMISH COUNTY CODE (“SCC”) PROVISIONS
AND SNOHOMISH COUNTY ORDINANCES TO BE ADOPTED BY CITY**

- A. The following portions of SCC Title 13, entitled ROADS AND BRIDGES: Chapters 13.01, 13.02, 13.05, 13.10 through 13.70, 13.95, 13.110 and 13.130
- B. SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- C. SCC Subtitle 30.2, entitled ZONING AND DEVELOPMENT STANDARDS
- D. SCC Chapter 30.41A, entitled SUBDIVISIONS
- E. SCC Chapter 30.41B, entitled SHORT SUBDIVISIONS
- F. SCC Chapter 30.42B, entitled PLANNED RESIDENTIAL DEVELOPMENTS
- G. SCC Chapter 30.41D, entitled BINDING SITE PLANS
- H. SCC Chapter 30.44, entitled SHORELINE MANAGEMENT
- I. SCC Chapter 30.51A, entitled DEVELOPMENT IN SEISMIC AREAS
- J. SCC Chapter 30.52A, entitled BUILDING CODE
- K. SCC Chapter 30.52B, entitled MECHANICAL CODE
- L. SCC Chapter 30.52C, entitled VENTILATION AND INDOOR AIR QUALITY CODE
- M. SCC Chapter 30.52D, entitled ENERGY CODE
- N. SCC Chapter 30.52E, entitled UNIFORM PLUMBING CODE
- O. SCC Chapter 30.52F, entitled RESIDENTIAL CODE
- P. SCC Chapter 30.52G, entitled AUTOMATIC SPRINKLER SYSTEMS
- Q. SCC Chapter 30.53A, entitled FIRE CODE
- R. SCC Subtitle 30.6, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- S. SCC Chapter 30.66A, entitled PARK AND RECREATION FACILITY IMPACT MITIGATION
- T. SCC Chapter 30.66B, entitled CONCURRENCY AND ROAD IMPACT MITIGATION
- U. SCC Chapter 30.66C, entitled SCHOOL IMPACT MITIGATION
- V. Ordinance 93-036, entitled SHORELINE MASTER PROGRAM, as amended

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2009

AGENDA ITEM: Basic Plan System	AGENDA SECTION: Ordinance	
PREPARED BY: Gloria Hirashima, Community Development Director	APPROVED BY:	
ATTACHMENTS: <ol style="list-style-type: none"> 1. Staff recommendation 2. Basic Plan survey by John Dorcas, Building Official 3. Expense memorandum from John Dorcas, Building Official 4. Draft ordinance 	MAYOR	CAO
	BUDGET CODE:	AMOUNT:

DESCRIPTION:

The Marysville City Council requested review of building plan review “basic” programs and current city policy. A “basic” plan is a building plan that has been reviewed by the Building Department and that a builder opts to utilize on multiple lots within a subdivision. Typically, the builder also establishes several options that may be employed as minor variations of plan on various lots. Currently, Marysville has an “established plan” program, which does provide an expedited review for prior approved plans. The City does not currently provide a discounted fee program for these reviews.

The City’s Building Official conducted a survey of other jurisdictions basic programs. Staff also reviewed the actual time and costs associated with a basic plan review process. The staff summary and recommendation are attached as Exhibit 1 of the agenda bill.

Staff is recommending establishment of a basic program, per the attached ordinance.

RECOMMENDED ACTION: City staff recommends the City Council approve and authorize the Mayor to sign the proposed <i>Ordinance</i> .
COUNCIL ACTION:



COMMUNITY DEVELOPMENT DEPARTMENT

80 Columbia Avenue ♦ Marysville, WA 98270

(360) 363-8100 ♦ (360) 651-5099 FAX

DATE: October 22, 2009

TO: Marysville City Council

FROM: Gloria Hirashima, Community Development Director and
John Dorcas, Building Official

SUBJECT: Basic Plan Program

Staff has conducted a review of basic programs employed in other jurisdictions, and reviewed costs associated with the review of these plans. A “basic” plan is a building plan that has been reviewed by the Building Department and that a builder opts to utilize on multiple lots within a subdivision. Typically, the builder also establishes several options that may be employed as minor variations of plan on various lots. Currently, Marysville has an “established plan” program, which does provide an expedited review for prior approved plans. The City does not currently provide a discounted fee program for these reviews.

The City’s Building Official conducted a survey of other jurisdictions basic programs. The results are attached. The majority (10/15 surveyed) of jurisdictions do not offer a basic program. Snohomish County, Everett, and Lake Stevens do have basic programs that discount the plan review rate for subsequent plan usage on multiple lots anywhere from 80-90% of normal plan review fees (normally charged at 65% of the building permit fee). Snoqualamie and Kenmore have a basic program, where basic plan reviews are discounted, but not quite as substantially (50%). Staff also reviewed the actual time and costs associated with a basic plan review process.

The City would need to subsidize the building plan reviews in order to offer the rates of Snohomish County, Everett or Lake Stevens. As documented in the process review, much of the review associated with plan issuance still needs to be completed in order to issue a permit on a basic plan. As the City has urbanized, lot sizes and setbacks have been reduced and design standards have been implemented. This requires closer review of easements, setbacks, grade and lot orientation with respect to plan review and issuance for building permits. Builders frequently employ multiple “options” on their basics, and also commonly deviate on details and make minor modifications from the original plans. Thus the basic program is not as simple as assigning a number and issuing a new permit for a different lot, simply because it has been reviewed before.

On the other hand, the fact that the plan has already been reviewed certainly cuts the time on plan review versus a new plan. As a result, it would be fair and reasonable to provide some discount to normal plan review rates. It has been the City’s policy to strive for full cost recovery on development services and review for construction. Consistent with this policy, staff is recommending that the City continue to recover costs associated with a basic plan review. The costs

of a basic plan review average from \$416-656 on a typical review. Generally speaking, smaller lots, structures at minimum setbacks, and multiple easements require more time in review. These types of lots have become the norm in recent years. Based on an average plan (2200 s.f. with a \$1200 plan review fee), this is approximately 35-55% of the plan review fee. In reviewing various jurisdictions programs, staff felt that collection of 35% of the building permit fee (instead of 65% as for a new plan) would provide cost recovery on services.

Staff is recommending establishment of a basic program, with a reduced fee set at 35% of the building permit fee for successive use of the established “basic” plan, per the attached ordinance.



COMMUNITY DEVELOPMENT DEPARTMENT
80 Columbia Avenue ♦ Marysville, WA 98270
(360) 363-8100 ♦ (360) 651-5099 FAX

To: Gloria Hirashima

From: John Dorcas

This a survey I took on what city`s do or do not use the “Basic Plan” system and the fee structure.

City of Arlington: No, Interesting concept though. Please keep us posted on how the program works if it ever comes to fruition.

City of Bothell: Does have a basic plan process, but we do not reduce any fees.

Essentially an applicant submits a plan for 'Basic' approval, with a maximum of two options (e.g. 2 or 3 car garage, with/without a bonus room, etc.) and pays a full plan review fee. While this does not save the builder any 'direct' costs associated with permit fees, it provides an immeasurable 'indirect' savings by allowing them nearly instant permits (usually a one or two day process rather than the standard several weeks to process). This service has been well received by a significant number of our builders.

City of Duvall: Does not have a basic plan system in place.

City of Edmonds, Ann Bullis: Does not have a basic program since we are mostly built out.

City of Everett: After first plan and issuance. It is \$100 Basic fee for the plan review process.

City of Kenmore: After first plan and issuance. They pay 25% of the permit fee for their plan review fees for basic plans.

City of Snoqualmie: Does issue permits for “basic” plans, which allows the big builders to construct several of the same houses, using one basic permit. The catch is the square footage has to be exactly the same, for each successive house, or else the basic cannot be used. Any basic plan they wish to modify, for example; have a 3-car garage option, bonus room option, etc. would be assigned a separate permit number, and associated fees.

For basic plan reviews, we charge 35% of the building permit fee plus the other bldg. permit fees. Initial plan is charged regular plan review fee.

City of Kirkland: We do not have such a program in place.

City of Lynnwood: We do no longer have a basic program. When we were allowing builders to use basics, we would charge 20% of the full plan check fee for that basic plan. A full building fee was also charged on each basic issued. To set up the basic, a plan check fee was charged at the time it was reviewed.

City of Lake Stevens: After first plan and issuance. It is \$150 Basic fee for the plan review process.

City of Mill Creek: We do not have a basic plan system. All our homes and lots vary.

City of Monroe, Bob Miller: We don't have a basic plan program, but try to expedite the reviews more quickly for the applicant. No break in fees.

City of Mukilteo, Wille Burns: Currently we have no such option. We issue one permit and plan review per lot. We tried it in the past and they would take the basic plan and make revision after revision and claim it was still the same plan. So that required a lot of time reviewing, so we stopped doing it.

City of Renton: We do not use basics in Renton.

Snohomish County: 1) \$200.00 Basic fee for the set-up of the plan. 2) Once approved, the plan is reduced from 65% to 20% of the plan review permit fee on the future applications. All other building, mechanical and plumbing fees are the same as the original permit.

***Note: The City of Marysville currently does not have a basic program at this time.** We have an “established plan” program.

1) Once the original SFR plan review is completed and the building permit is issued. 2) That same contractor can then use the same approved plan on a different lot. 3) They submit that identical plan with our approval stamps on them. The review time is approx 7-9 working days, instead of the typical 15-day plan review time period for the original plan review. However, there is no reduction in plan review fees.

In-House Policy & Procedures for SFR Establish (*basic*) plan building application

Phase I

- Review application with contractor.
- Review checklist for completeness.
- Set up building application file, take deposits and assign a permit number in Permits Plus.
- Route building application and plans to the Building Official/Plans Examiner for initial routing.
- Verify the plan has original Marysville stamps and falls under the current building code edition. If not, plan needs to be reviewed through the regular SFR application process.

Permit Specialists: 20-30minutes

Building Official/Plans Examiner: 15-30 minutes

Phase II

- **Planning Division is routed the application.**
 - 1) Planner reviews the lot site plan for dimensions and accuracy and checks lot status (platted/unplatted).
 - 2) Lot site plan is reviewed for subdivision consistency to pick up plat conditions, setbacks, easements, utilities, design requirements, and building height.
 - 3) Building plan is reviewed to verify that the plan is reflected accurately on the site plan, showing all projections, decks, bay windows, porches to meet setbacks. Additional options are reviewed if proposed for the lot.
 - 4) Planner enters data into Permit/Plus, either approving or disapproving the site plan relative to setbacks and design requirements. If disapproved, the contractor is notified by email and letter.

Planning review: 30-60 minutes

- **Building Division: Part I: Inspector performs a site visit inspection with a copy of the site plan, building plans and the “Contractor’s Checklist”.**
 - 1) Building plan is reviewed by Building Official or Plans Examiner for constructability on the proposed lot (if issues listed below, the plans will be disapproved and a correction letter issued)
 - 2) Review of site is conducted to try to verify soil type, review slopes, easements, possible drainage concerns for the lot, erosion control provisions, possible building elevation issues and other site issues that should be addressed prior to permit issuance or listed on the field checklist.
 - 3) If it is determined that the lot has slopes varying more than 4 feet, additional engineering may be required in order to construct the plan. Some plans may be designed with additional engineering details sheets to address slopes. If this is the case, the plan may be approved. If not, additional review and a site visit with the contractor may be needed. The current code allows for prescriptive plans to be constructed if the foundation walls are under 4-feet in height. This is by site visit.
 - 4) A letter of approval is required from the architect and/or engineer of record who did structural design work for the original plan, if the plan is proposed to be used multiple times within the subdivision.
 - 5) The inspector also reviews the plat file to become familiar with the subdivision conditions and requirements to be noted on the field checklist. Typical issues that pertain to the individual lots and permits are soils reports and conditions outlining fill depth, drainage requirements, footing drains, sub-surface interceptor drains, roof drains, yard drains, seasonal restrictions etc for individual lots.

- 6) Checklist is completed and building inspector indicates any existing field, building height or sidewalk concerns. Inspector enters data into Permits/Plus.

Building Inspector: 75-120 minutes: site visit, lot & plan documentation with travel time

- **Building Division: Part II: Building Official/Plans Examiner:** Building plan number is located in the plan file room. The plan submittal is reviewed relative to the established plan original plan sheets to ensure all sheets are consistent and no changes have been made. Red lines are verified, transferred and highlighted (hold-downs, beam sizes, hip-masters, etc, whatever is unusual with that specific plan when the original review was completed). Structural calculation sheets must be attached to the new plans same as the established plan. The elevations sheets are verified to topography of the lot. Information is entered into Permits Plus. If the lot has more than a 4 foot grade difference, the established (basic) plan may be unsuitable for the lot. Additional engineering and likely a change in plans would result. Or, the builder may provide additional structural engineering to increase the foundation to an 8 foot wall. Field information during foundation excavation may also result in need for redesign and plan changes.

Building Official/Plans Examiner: 75-120 minutes: plan review/documentation verification

Phase III

- Application and site plans are returned to Permit Specialist to process permit/fees for issuance or resubmittal if disapproved.
- Approved permits are returned to Building Official/Plans Examiner for final review and signature on the permit.

Permit Specialists: -30 minutes

Building Official: - 15 minutes

Phase IV

- Applicant is contacted and notified of the fee amounts.

Permit Specialists: - 10-15 minutes

Phase V

- Applicant picks up permit, plans, pays all outstanding building, impact and other fees, and receives copies of permit package.
(may ask to talk to the inspector and/or set up a building inspection at this time.)
Application is entered into Permits Plus by Permit Technician. File is then placed in our active files. Copies of the inspection card are placed in inspector's mailbox.

Permit Specialists & Building Inspector – 15 minutes

Planning division, Permit Specialists & Building division staff time under Phases I –V for this type of plan is approx 5.25-7.15 hours (Cost estimated at \$416-656).

The estimate for a 2,200 SF residence is approx \$1,200.00 for the plan check fee.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AMENDING MARYSVILLE MUNICIPAL CODE SECTION 16.04.050 RELATED TO BUILDING PERMIT PLAN REVIEW FEES.

WHEREAS, the City of Marysville has reviewed its building permit plan review process and fees; and

WHEREAS, the City of Marysville has reviewed its policies on building plan review relative to successive use of a reviewed plan, commonly referred to as a “basic” plan; and

WHEREAS, the City of Marysville has conducted a survey of jurisdictions regarding “basic” plan programs and reviewed its costs relative to plan review and determined that a discounted plan review fee would be justified;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Chapter 16.04 MMC is hereby amended by amending MMC 16.04.050 to read as follows:

16.04.050 Section 108.2 amended– Plan review fees and refunds.

Section 108.2 of the International Residential Code is amended to read as follows:

1. When a plan or other data are required to be submitted by Section 108, a plan review fee shall be paid at the time of submitting plans and specifications for review. Except as provided below, said plan review fee shall be 65 percent (65%) of the building permit fee as shown in 2006 IBC-IRC Table 1-A Building Permit Fees. A plan may be established as a “basic” plan, to be used multiple times within a subdivision. “Basic” plan review fees are 35 percent (35%) of the building permit fee for each subsequent permit application utilizing an established plan. No structural modifications or increases in square footage are allowed on a basic plan. If additional engineering review is required due to lot conditions, a new plan must be submitted for review.

ORDINANCE - 1

/basic plan ord

2. Sections 108.5 and 108.6 amended – Refunds. The building official may authorize refunding of not more than 70 (70%) percent of the plan review or permit fee paid when no review or work has been done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 90 days after the date of the fee payment.

(Ord. 2523 § 1, 2004; Ord. 2204 § 3, 1998; Ord. 2062 § 4, 1996; Ord. 1974 § 1, 1993).

Section 2. Severability.

If any section, sentence, clause, or phrase of this Ordinance is 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.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2009.

CITY OF MARYSVILLE

By _____
DENNIS L. KENDALL, Mayor

ATTEST:

By _____
TRACY JEFFRIES, City Clerk

Approved as to form:

By _____
GRANT K. WEED, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

ORDINANCE - 2

/basic plan ord

**LETTER OF UNDERSTANDING
BETWEEN
SNOHOMISH COUNTY FIRE DISTRICT #12 AND CITY OF MARYSVILLE**

Snohomish County Fire District #12 (District) and the City of Marysville (City hereby agree as follows:

1. Duly authorized representatives of the District and the City have analyzed and discussed fire protection and related issues associated with the Central Marysville Annexation.
2. Based on this analysis and discussion, the District and the City have determined that no significant impacts related to these issues will result from the Central Marysville Annexation.
3. Accordingly, the District and the City agree that there is no need for an interlocal agreement between the District and the City related to mitigation of impacts associated with the Central Marysville Annexation.

DATED this _____ day of November, 2009.

CITY OF MARYSVILLE

SNOHOMISH COUNTY FIRE DISTRICT #12

By _____

By _____

Dennis Kendall, Mayor
