

**Marysville City Council Meeting****June 23, 2014****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

- A. Employee Services Award.
- B. Volunteer of the Month.

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

- 1. Approval of the May 27, 2014 City Council Meeting Minutes.
- 2. Approval of the June 2, 2014 City Council Work Session Minutes.

**Consent**

- 3. Approval of the June 5, 2014 Payroll in the Amount of \$1,538,314.33; Paid by Check Number's 27703 through 27768.
- 4. Approval of the June 13, 2014 Payroll in the Amount of \$45,219.81; Paid by Check Number's 27769 through 27838.
- 5. Approval of the June 4, 2014 Claims in the Amount of \$1,352,676.13; Paid by Check Number's 92508 through 92644 with Check Number's 72693, 82167, and 85903 Voided.
- 6. Approval of the June 11, 2014 Claims in the Amount of \$334,778.36; Paid by Check Number's 92645 through 92806 with Check Number's 86484, 87261, and 88157 Voided.

**Review Bids****Public Hearings**

## Marysville City Council Meeting

**June 23, 2014**

**7:00 p.m.**

**City Hall**

7. Consider a **Resolution** Adopting a Six Year Transportation Improvement Program (2015-2020) in accordance with RCW 35-77-010.

### **New Business**

8. Consider the Agreement with Seattle Goodwill Industries for the Youth Aerospace Program to Begin July 28, 2014 through August 14, 2014.

9. Consider the Seven Firework Stand Permit Applications Submitted by TNT Fireworks and Approve the One Firework Stand Permit Application Submitted by Western Fireworks.

10. Consider the PUD Distribution Easement with the PUD to allow Installation of a Guy Wire.

11. Consider Accepting the 99<sup>th</sup> Avenue/42nd Street Water Main Project with SRV Construction, Starting the 45-Day Lien Filing Period for Project Closeout.

12. Consider Accepting the Soper Hill Water Main Project with Reece Trucking and Excavating, Starting the 45-Day Lien Filing Period for Project Closeout.

13. Consider the Amendment No. 2 to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County, Adding Stanwood as a Party to the Agreement.

14. Consider the Professional Services Agreement with RH2 Engineering, Inc. for Consultant Services on the Marysville Water Comprehensive Plan Update.

15. Consider the Professional Services Agreement with BergerABAM for Consultant Services on the BNSF Railroad Grade Separation Study.

### **Legal**

### **Mayor's Business**

### **Staff Business**

### **Call on Councilmembers**

### **Executive Session**

A. Litigation

B. Personnel

**Marysville City Council Meeting****June 23, 2014****7:00 p.m.****City Hall**

C. Real Estate

**Adjourn**

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office 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.

# *Index #1*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Presentations</b>	
Employee Services Awards. Eddie Phelps – 15 years, Parks Maintenance (not present)	Not Presented
Volunteer of the Month – April - Everett Steelhead and Salmon Club	Presented
<b>Approval of Minutes</b>	
Approval of the April 28, 2014 City Council Meeting Minutes.	Approved
Approval of the May 5, 2014 City Council Work Session Minutes.	Approved
<b>Consent Agenda</b>	
Consider the May 7, 2014 Claims in the Amount of \$1,060,798.45; Paid by Check number's 91881 through 92033 with No Check Number's Voided.	Approved
Consider the May 14, 2014 Claims in the Amount of \$666,452.60; Paid by Check Number's 92034 through 92185 with Check Number 89600 Voided.	Approved
<b>Review Bids</b>	
<b>Public Hearings</b>	
<b>New Business</b>	
Consider Authorizing \$33,410.61 in Additional Management Reserve for the SR528 and 53rd Ave Intersection Improvements Project for a Total Project Allocation of \$374,359.61	Approved
Consider the 2014 Strawberry Festival Permit Proposal As Required by the Master Permit Agreement Currently with the City. Approval Includes the Marysville Kiwanis Club Beer and Wine Garden Event as a Strawberry Festival Sponsored Event Subject to Receipt of Specific Liability Insurance Coverage Required by the City.	Approved
Consider the Tourism Promotion Service Agreement and the Chamber Services Agreement with The Greater Marysville Tulalip Chamber of Commerce.	Approved
Consider the Interlocal Agreement between the Transportation Benefit District and the City of Marysville for Project Financing.	Approved
Consider an <b>Ordinance</b> Amending Marysville Municipal Code Sections 11.08.070, 11.08.080 and 11.08.250 Relating to Disabled Parking; Providing For Severability And Effective Date.	Approved Ord. No. 2962
Consider a <b>Resolution</b> Establishing a Written Policy for the Presentation of Invocations at City Council Meetings.	Approved Res. No. 2359
Consider an <b>Ordinance</b> of the City of Marysville Amending the 2014 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2941 and Changes in Compensation Levels.	Approved Ord. No. 2963
Consider the Supplemental Agreement No. 1 to the Professional Agreement with FCS Group.	Approved
<b>Legal</b>	
<b>Mayor's Business</b>	
<b>Staff Business</b>	

<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:10 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
May 27, 2014

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Greg Kanehan of Marysville Free Methodist Church gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

**Roll Call**

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

**Mayor:** Jon Nehring

**Council:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

**Absent:** None

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Stevens, seconded by Councilmember Norton, to approve the agenda. **Motion** passed unanimously (7-0).

**Committee Reports**

Councilmember Norton reported on the Parks Advisory Board held on Wednesday May 7 where the following items were discussed:

- There was an update on the spray park project. At the meeting they reported there was a tentative opening of the spray park scheduled for the weekend of June 13 & 14.
- There was an update on the Bayview Trail. Parks is hoping for a September 1 completion date.
- There was discussion of vendor agreements.

# DRAFT

- The Board approved new playground equipment for the Foothills Park renovation.
- Healthy Communities Day is coming up on June 7.
- The Board voted to approve an early morning opening of the spray park on Tuesdays to accommodate families with children with disabilities.

Councilmember Stevens reported on the May 21 Marysville Fire District Board of Directors where the following items were discussed:

- A new part time recruits group will be interviewed. They anticipate hiring 8 additional part-time firefighters.
- There was a recap of the expenses the department incurred for aid to the OSO landslide efforts. The department spent around \$65,000 over time on items related to that cleanup effort. They are expecting a full reimbursement from FEMA.
- There was a recap of the May 18 flash flooding from the Fire District's standpoint. They were glad to be able to deploy some pumps and water vacs as necessary.

Councilmember Seibert reported on May 21 Finance Committee meeting:

- Records training will be held on July 9 at 3:00 in Everett at the Auditor's Office.
- The biennial budget is being developed.
- There will be a reissue of revenue bonds which will save about \$5.9 million over the term. This is supposed to close on May 29.
- There was an update on the sale of the bonds for the LID. It is scheduled for the 7<sup>th</sup>, 8<sup>th</sup>, or 9<sup>th</sup> in July.
- An update on utility billing in Sunnyside area revealed a very limited number (1%) of shutoffs in that area.

## Presentations

A. Employee Services Awards.

Eddie Phelps – 15 years, Parks Maintenance (not present)

B. Volunteer of the Month.

Mayor Nehring recognized the Everett Steelhead and Salmon Club as the April Volunteer of the Month for its outstanding community service introducing thousands of kids to the joys of fishing, and stocking local ponds and lakes, most notably for the annual Marysville Fishing Derby at Kiwanis Pond in Jennings Park for the past 20 years, as well as sponsorship of other local derbies, Youth Conservation Camp and college scholarships for fisheries biology and enforcement. Mayor Nehring added that John Martinez from the Lyons is a huge part of this effort.

## Audience Participation

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

1. Approval of the April 28, 2014 City Council Meeting Minutes.

Councilmember Stevens stated he would be abstaining since he did not attend the April 28 meeting.

**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to approve the April 28, 2014 City Council Meeting Minutes. **Motion** passed unanimously (6-0) with councilmember Stevens abstaining.

2. Approval of the May 5, 2014 City Council Work Session Minutes.

**Motion** made by Councilmember Wright, seconded by Councilmember Stevens, to approve the May 5, 2014 City Council Work Session Minutes. **Motion** passed unanimously (7-0).

**Consent**

3. Consider the May 7, 2014 Claims in the Amount of \$1,060,798.45; Paid by Check number's 91881 through 92033 with No Check Number's Voided.
4. Consider the May 14, 2014 Claims in the Amount of \$666,452.60; Paid by Check Number's 92034 through 92185 with Check Number 89600 Voided.

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to approve Consent Agenda items 3 and 4. **Motion** passed unanimously (7-0).

**Review Bids****Public Hearings****New Business**

5. Consider Authorizing \$33,410.61 in Additional Management Reserve for the SR528 and 53rd Ave Intersection Improvements Project for a Total Project Allocation of \$374,359.61

Director Nielsen commented that the increase being requested is due to ADA requirements at that intersection.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to authorize \$33,410.61 in Additional Management Reserve for the SR528 and 53rd Ave Intersection Improvements Project for a Total Project Allocation of \$374,359.61. **Motion** passed unanimously (7-0).

*DRAFT*

6. Consider the 2014 Strawberry Festival Permit Proposal As Required by the Master Permit Agreement Currently with the City. Approval Includes the Marysville Kiwanis Club Beer and Wine Garden Event as a Strawberry Festival Sponsored Event Subject to Receipt of Specific Liability Insurance Coverage Required by the City.

Director Ballew stated that this is the same proposal as last year. There are no new activities scheduled this year. He added that this is the final year of their Master Permit.

**Motion** made by Councilmember Toyer, seconded by Councilmember Muller, to authorize the Mayor to approve the 2014 Strawberry Festival Permit Proposal As Required by the Master Permit Agreement Currently with the City. Approval Includes the Marysville Kiwanis Club Beer and Wine Garden Event as a Strawberry Festival Sponsored Event Subject to Receipt of Specific Liability Insurance Coverage Required by the City. **Motion** passed unanimously (7-0).

7. Consider the Tourism Promotion Service Agreement and the Chamber Services Agreement with The Greater Marysville Tulalip Chamber of Commerce.

CAO Hirashima explained these agreements were approved by the Council on March 24, 2014. When the City sent them to the Chamber they were returned with several changes. The majority of the changes seemed acceptable to the Economic Development Committee, but some of the changes were not recommended by the Committee. She reviewed the recommendations of the Economic Development Committee as contained in the red-lined draft documents distributed at the meeting.

Referring to page 2 of 6, she noted that the funding for the VIC really isn't a festival so the reality is that the estimated number of lodging stays generated by the VIC will be zero. However, it is a requirement of state law that these be tracked so it has to be in the agreement. She suggested rewording it to say the "estimated number of lodging stays generated by this service" is zero. This section is needed to conform with the law.

Councilmember Norton asked for clarification on the monthly reports that the Chamber will be providing. CAO Hirashima replied it will be the report the Council has been receiving with information such as the number of visitors and website hits. Additionally, they will be providing a copy of the membership directories.

Councilmember Vaughan asked if the Chamber has provided adequate documentation at this point in the year to comply with the agreement. CAO Hirashima replied that other than the directory and the report that the Council received in the past they have not received anything new, but at this point it wouldn't be required because there isn't an agreement. Councilmember Muller expressed frustration that there had been agreement which was sent out for signatures, but it was sent back with the line item changes. He noted that it's now June and this should be approved already. Councilmember Vaughan concurred, noting that they are already halfway through the year. He commented that the agreement calls for quarterly reports, but they are almost through the second quarter. Mayor Nehring commented that Council would be almost ready to cut two

quarterly payments, but probably would want to see two quarterly reports before they make any payments. Councilmember Vaughan agreed, and wondered how the Council knows that payment is warranted if they haven't received any reporting.

There was consensus to approve the wording of the Economic Development Committee with the exception of making it clear with the verbiage "by this service" instead of festival or tour-related event.

**Motion** made by Councilmember Seibert , seconded by Councilmember Stevens, to authorize the Mayor to sign the Tourism Promotion Services Agreement as recommended by the Economic Development Committee and with the change noted by CAO Hirashima. The Greater Marysville Tulalip Chamber of Commerce. **Motion** passed unanimously (7-0).

Councilmember Muller pointed out that there is a deficiency clause in the agreement so there is some protection built into the plan.

**Motion** made by Councilmember Muller, seconded by Councilmember Toyer, to approve the Chamber Services Agreement with The Greater Marysville Tulalip Chamber of Commerce as amended with the redlined recommendations of the Economic Development Committee. **Motion** passed unanimously (7-0).

8. Consider the Interlocal Agreement between the Transportation Benefit District and the City of Marysville for Project Financing.

CAO Hirashima stated that this is the ILA with the TBD that will enable the City to extend \$600,000 to establish the budget this first year. The City will be repaid at a later date.

**Motion** made by Councilmember Seibert, seconded by Councilmember Toyer, to authorize the Mayor to sign the Interlocal Agreement between the Transportation Benefit District and the City of Marysville for Project Financing. **Motion** passed unanimously (7-0).

9. Consider an **Ordinance** Amending Marysville Municipal Code Sections 11.08.070, 11.08.080 and 11.08.250 Relating to Disabled Parking; Providing For Severability And Effective Date.

The current Marysville Municipal Code has been unenforceable by the Prosecutor since the legislature repealed the prior statute that allowed for enforcement of disabled parking spaces. Since the legislature has adopted a new statute, it is necessary to amend the MMC to incorporate the new state statute so there is an enforceable disabled parking ordinance in the City of Marysville.

Councilmember Vaughan commented that the ordinance talked about a state issued placard. He wondered if visitors from other states would be able to use those in our city.

*DRAFT*

City Attorney Weed commented that he would look into that. Chief Smith commented that generally they would honor legitimate placards from other states.

**Motion** made by Councilmember Stevens, seconded by Councilmember Seibert, to approve Ordinance No. 2962. **Motion** passed unanimously (7-0).

10. Consider a **Resolution** Establishing a Written Policy for the Presentation of Invocations at City Council Meetings.

City Attorney Grant Weed reviewed this item. Some language has been added to the section regarding giving notice. Otherwise the City's policy already meets the intent and the letter of the law.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to approve Resolution No. 2359. **Motion** passed unanimously (7-0).

11. Consider an **Ordinance** of the City of Marysville Amending the 2014 Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 2941 and Changes in Compensation Levels.

Director Langdon reviewed amendments to the 2014 budget as contained the Council's packet on pages 126 through 131.

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens, to adopt Ordinance No. 2963. **Motion** passed unanimously (7-0).

12. Consider the Supplemental Agreement No. 1 to the Professional Agreement with FCS Group.

Finance Director Langdon reviewed this item, noting that the supplemental agreement would extend the date to July 31, 2014.

**Motion** made by Councilmember Norton, seconded by Councilmember Stevens, to authorize the Mayor to sign the Supplemental Agreement No. 1 to the Professional Agreement with FCS Group. **Motion** passed unanimously (7-0).

#### **Mayor's Business:**

- He commended American Legion Post 178 for putting on another great Memorial Day event.
- At the Snohomish County Cities Dinner they got a great update from Dave Williams of AWC.
- Thursday night, PSRC Annual General Assembly, will be a good update on what they do.
- If councilmembers want to go the AWC Conference in Spokane, they should let Leah know.

- The Boys and Girls Club Auction was a great event to raise money for the Boys and Girls Club.
- Rotary Education Foundation Scholarship Presentations last week were fantastic. About \$53,000 in scholarships were awarded to local students.
- He commended the Economic Alliance Board for the work they are doing on the MIC. This will go through the County Council on June 4.
- There was a rain event a couple Sundays ago. He commended police, fire, and other staff for their excellent work.
- The spray park is coming along. He commended Director Ballew for his work on that.

### **Staff Business**

Chief Smith:

- He commended Council's work on the marijuana issue noting that this was a very thorough process. He applauded the Council's action on this.
- Law Enforcement Memorial Day was a great event. Thanks to Mayor Nehring for coming out. Thanks to Jim Ballew for his work on getting this together.
- There will be no Public Safety Committee meeting tomorrow.
- Strawberry Festival is going forward. Police are busy with planning on this.
- Yesterday, two officers followed up on a burglary that occurred. Great work by citizens being aware and calling if they see anything suspicious.
- He commented that something really good is coming.

Sandy Langdon stated that the auditors arrived last Tuesday. There will be an entrance conference this Thursday at 3:30.

Grant Weed had no business.

Kevin Nielsen:

- He gave an update on the recent rain event where there was 2.61 inches of rain in a hour and five minutes and 3.4 inches in three hours. A hundred year event is about 3.5 inches in a 24-hour period. He reviewed issues the City faced and how they were handled by staff. Right now the City is in compliance with DOE so he doesn't recommend making any changes.
- Charlie Burke will be leaving the City on June 20 so his wife can attend the University of Minnesota.
- There will be a Public Works Committee meeting on June 6.
- He was pleased with the presentation on the Volunteer of the Month. It is great to see kids out with a fishing pole in their hands.
- Paul Rochon's retirement party was well done.
- Auditors are looking at public records, mostly related to federal grants.

Jim Ballew:

- Jennings Park sustained some damage with the flash flooding. Public Works came out to assist.

*DRAFT*

- The Spray Park opening date looks like it will be later than expected, on June 20.
- Challenge Day will take place on June 7. 82 vendors are scheduled to be at that event.
- Marysville Noon Rotary members have been upgrading Rotary Ranch.
- On Friday morning at the Chamber meeting, Parks Department will be presenting its offerings.

### **Call on Councilmembers**

Kamille Norton had no comments.

Steve Muller recalled how hard it was raining with the flash flood. He commented that this is a fun time of year with all the events going on in the City.

Rob Toyer said he attended the memorial event yesterday. He announced that he filed for state representative.

Michael Stevens had no comments.

Jeff Seibert:

- He commended the police for their recent successes with open cases.
- He noted that it has been brought up to him several times that people are concerned about some of the activities in the Safeway parking lot. He asked that the police drive through there more often on their way to and from the station. Chief Smith said they will continue to patrol that area.
- He asked at what point the Council will have input on design on the IJR. Director Nielsen reviewed the process.

Donna Wright informed the Council of the sad news that former Councilmember Ken Berger from Monroe was killed over the weekend.

Jeff Vaughan had no comments.

### **Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:10 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Mayor  
Jon Nehring

---

April O'Brien  
Deputy City Clerk

# *Index #2*

COUNCIL*DRAFT*  
MINUTES**Work Session***June 2, 2014***Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

**Roll Call**

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

**Mayor:** Jon Nehring

**Council:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

**Absent:** None

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Muller, seconded by Councilmember Toyer, to approve the agenda. **Motion** passed unanimously (7-0).

**Committee Reports****Discussion Items**

1. Review of Council Rules.

City Attorney Weed explained that the Council Rules and Procedures govern the way meetings are handled. There is a provision within them that the Council will review them every year in January or as needed. Since this did not happen in January, he recommended that Council take a look to see if anything needs to be changed. He stated that staff had no specific recommended changes.

Councilmember Vaughan referred to *Organization*, item b, which talks about the term for Mayor Pro Tem as being two years. He noticed that it doesn't identify in which month and year the Mayor Pro Tem is elected. He wondered if it should be specified for clarification. Mayor Nehring concurred. City Attorney Weed thought it would be every two years at the beginning of even number years. He indicated he could clarify that in the rules.

Councilmember Seibert referred to *Council Agenda*, and stated he thought there should be a letter for approving the agenda since they have added that to the agenda. He also referred to page 8, *General*, and noted that the wording was not very clear. He recommended that this be opened up to allow comments on everything since this is what they do in practice. City Attorney Weed agreed that this could be reworded for clarification.

Councilmember Seibert referred to page 9, under *Written Comments*, and asked why they wouldn't be able to consider written comments at the time. Councilmember Vaughan explained that it could refer to the fact that Council may not be able to take action on an item until it has run through the process. City Attorney Weed commented that Council needs to be able to say they may not review everything at the moment in the event that something is really lengthy or in the rare event that something is a quasi-judicial matter.

Councilmember Vaughan referred to *Special Meetings* on page 5 where it talks about contacting Councilmembers. He wondered if it should be reworded to state the councilmember would be contacted by, "a phone call to the Councilmember at the Councilmember's preferred number," instead of, "to the Councilmember's residence."

City Attorney Weed indicated he could bring back a new Resolution next week.

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

2. Approval of the May 12, 2014 City Council Meeting Minutes.

**Consent**

3. Approval of the May 20, 2014 Payroll in the Amount of \$852,482.94; Paid by Check Number's 27646 through 27702.
4. Approval of the May 21, 2014 Claims in the Amount of \$550,470.06; Paid by Check Number's 92186 through 92374 with No Checks Voided.
5. Approval of the May 28, 2014 Claims in the Amount of \$125,957.74; Paid by Check Number's 92375 through 92507 with Check Number 75079 Voided.

**Review Bids**

6. Consider Awarding the Bid for the North Marysville Regional Pond #2 Project to Trimaxx Construction, Inc. in the Amount Totaling \$2,632,324.29, which includes Washington State Sales Tax and Management Reserve of \$125,348.78.

Director Nielsen stated that Pond 2 is in the Hayho Basin where there are 172 acres that are still available for development in the north end. It will also support the 156<sup>th</sup> interchange. The City will construct a 48" reinforced concrete line with this. This is a great bid for \$2.5 million from Trimaxx.

**Public Hearings****New Business**

7. Consider the Interlocal Agreement for Inmate Housing with Yakima County.

Commander Wade reviewed the contracts for Yakima and Chelan County intended to help make space in the City's jail. Because of Country restrictions, the City jail population ranges between 40 and 53, and there are not enough beds for all of them. There were no comments or questions on these items.

8. Consider the Interlocal Agreement for Inmate Housing with Chelan County.

See above.

9. Consider the Special Event Permit from Marysville Downtown Merchants Association to Conduct a Special Event on July 12, 2014, to Include the Street Closure of 3<sup>rd</sup> Street between State Avenue and Union Avenue.

CAO Hirashima reviewed this item. All departments recommend approval of this item. There were no comments or questions on this item.

10. Consider the Independent Contractor/Concessionaire Agreement with Rhonda Moen DBA Ice Cream Mom for Ice Cream Vending Services Effective July 10, 2014 through August 31, 2014.

Director Ballew explained this is a renewal of the agreement. Each concessionaire is expected to be available during the concerts and movies in the summer.

11. Consider the Independent Contractor/Concessionaire Agreement with The Hillside Church for Concessionaire Services Effective June 30, 2014 through December 31, 2014.

Director Ballew explained this is a renewal of the agreement. Each concessionaire is expected to be available during the concerts and movies in the summer.

# DRAFT

12. Consider the Professional Services Agreement with RH2 Engineering, Inc. for Consultant Services on the Marysville Water Comprehensive Plan Update.

Director Nielsen reviewed this item. There were no comments or questions.

13. Consider the Landowner Agreement with The Adopt a Stream Foundation (AASF).

Director Nielsen explained they have gotten a grant with Adopt A Stream. They will be putting in plants at North Point and Doleshel parks as well as a pet waste station at North Point. The City is happy to be working with Adopt-A Stream again.

14. Consider a **Resolution** of the City of Marysville Declaring Equipment Which is No Longer Compatible with City's Technology as Surplus and Authorizing the Sale and Disposal Thereof.

Worth Norton explained that the City will be surplusing two pallets of computers which are obsolete or broken. Staff will be notifying the school district. There were no comments or questions.

## Mayor's Business

15. Salary Commission Reappointment: Mark Allen

### Other Business:

- Mayor Nehring referred to the FMSIB grant that the City testified on in Tacoma a few weeks ago. The City was notified today that we got the maximum amount (\$5 million) allotted for the 529 project. He commended Director Nielsen and John Cowling for their work on this. This is a huge benefit for the City.
- At Snohomish County Tomorrow last week, the City of Everett reviewed their Comp Plan. They also discussed Puget Sound Regional Council Vision 2040.
- On Thursday night, he and some of the Council attended Puget Sound Regional Council's General Assembly. The aerospace community was named one of the twelve manufacturing communities in the nation. This will be a boost for the state and will result in some education grants. It also gives the state a dedicated federal liaison to work with as they navigate the bureaucracy.
- He referred to an issue of *Marysville Globe* delivery around the community. CAO Hirashima has been in contact with Paul Brown from the *Globe* about solutions to this issue.

## Staff Business

Kevin Nielsen reported that the Public Works Committee would be meeting this Friday at 2:00.

Sandy Langdon had no comments.

Grant Weed stated he is working with staff for the process for latecomers' agreements in order to comply with state law. A proposed ordinance will be coming soon. He reported that there is no need for an executive session tonight.

Worth Norton had no additional comments.

Chief Smith:

- Police wrote a search warrant related to the shooting incident. One of the detectives did some major follow up work. He commended Wendy Wade and her leadership. Police made an arrest with drug paraphernalia and significant quantities of money. A lot of the drugs were going potentially to the schools. Detectives are working hard. He also commended Wendy Wade for her work getting the agreements together with Chelan and Yakima. The County is getting ready to raise its rates by about 30-33%. As a result the City will have to look at its rates. Their rates for those with medical conditions or mental health conditions are significantly higher. In the case of mental health they are significantly higher than SCORE.
- Police are getting ready for the Strawberry Festival.

Wendy Wade had no comments.

Jim Ballew:

- Healthy Communities Challenge Day will be held this Saturday.
- Parks is getting ready for the Strawberry Festival.
- The spray park is getting close to completion.

Gloria Hirashima:

- Paul Rochon retired last week. Deryck McLeod, who retired from the Police Department as a sergeant about a month ago, has been hired as the new Code Enforcement Officer. She thinks it will be an excellent transition. This will help to improve the coordination between the Police Department and Land Use divisions.
- Walgreens is getting their Temporary Certificate of Occupancy this week in order to start stocking.
- Ford pulled their building permit last week.
- The City recently heard about a Department of Revenue ruling that applies to tribal lands within the State of Washington. The ruling is that buildings built on tribally owned land, even if they are not owned by the Tribes, are not subject to taxes. The ramifications for Marysville are that the Fire District will need to refund three years of property tax revenues from tribal buildings. The City was notified by the Fire District that they would be invoicing the City for that amount. This is a concern for Marysville because the City is also seeing a lot of increases in vendors and contract costs. She mentioned that there had been discussion among staff about asking the Fire District to take the amount from reserves

***DRAFT***

because that is what the City would have to do. Councilmember Vaughan commented that this ruling also has a retail impact on sites in Marysville. Mayor Nehring agreed and suggested that there needs to be some sort of compensation for cities that are adjacent to tribes who have these exemptions.

- Teamsters' negotiations are underway. There will be an executive session at a future meeting.
- There is an RFP out to look at the current jail facility to see if there could be any kind of internal redesign. Staff is also looking at 20-30-year planning periods for the jail.

### **Call on Council**

Donna Wright had no comments.

Rob Toyer congratulated the Police Department on their recent successes.

Steve Muller had no comments.

Kamille Norton congratulated the Police Department on the arrest they made.

Jeff Seibert congratulated the Police Department. He also commended Public Works for the FMSIB grant.

Michael Stevens concurred with congratulations to the Police Department. He commented that he would be out of town next Monday.

Jeff Vaughan stated he would be out of town next week.

Kamille Norton added that she also would be out of town.

### **Legal**

### **Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 7:48 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Mayor  
Jon Nehring

---

April O'Brien  
Deputy City Clerk

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 23, 2014**

AGENDA ITEM: Payroll	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Blanket Certification	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the June 5, 2014 payroll in the amount \$1,538,314.33 Check No.'s 27703 through 27768.

**COUNCIL ACTION:**

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 23, 2014**

AGENDA ITEM: Payroll	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Blanket Certification	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

SUMMARY: 2014 MPOA CONTRACT RATIFICATION RETRO PAYROLL

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the June 13, 2014 payroll in the amount \$45,219.81 Check No.'s 27769 through 27838.

**COUNCIL ACTION:**

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 23, 2014**

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 **June 4, 2014** claims in the amount of **\$1,352,676.13** paid by **Check No.'s 92508 through 92644 with Check No.'s 72693, 82167 & 85903 voided.**

**COUNCIL ACTION:**

**CLAIMS  
FOR  
PERIOD-6**

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 **\$1,352,676.13 PAID BY CHECK NO.'S 92508 THROUGH 92644 WITH CHECK NO.'S 72693, 82167 & 85903 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23<sup>rd</sup> DAY OF JUNE 2014.**

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/29/2014 TO 6/4/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92508	AAA KARTAK	DOOR REPAIR	PRO-SHOP	244.36
92509	AAA OF EVERETT	CO2 REFILL	WATER/SEWER OPERATION	54.60
92510	ALL STAR MANAGEMENT	UB 651443140001 6012 101ST PL	WATER/SEWER OPERATION	128.36
92511	ALTISOURCE SINGLE FA	UB 270550000000 5233 119TH PL	WATER/SEWER OPERATION	9.39
92512	AMSAN SEATTLE	DEGREASER	ER&R	204.31
92513	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.13
	ARAMARK UNIFORM		MAINTENANCE	11.13
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.30
92514	ARLINGTON POWER	REPAIR TRIMMER	ROADSIDE VEGETATION	60.27
	ARLINGTON POWER		ROADSIDE VEGETATION	117.64
	ARLINGTON POWER	WEEDEATER LINE	STORM DRAINAGE	227.05
	ARLINGTON POWER	REPAIR JD MOWER	ROADSIDE VEGETATION	340.23
92515	ASKANDER, LOLA	INTERPRETER SERVICE	COURTS	125.00
92516	BALLEW, JAMES B	REIMBURSE CLEANING SUPPLIES	PRO-SHOP	45.89
92517	BANK OF NEW YORK	ADMIN FEE MARLTGOREF10-2010	INTEREST & OTHER DEBT SE	300.00
	BANK OF NEW YORK	ADMIN FEE MARLTGOREF10-2011	INTEREST & OTHER DEBT SE	303.65
	BANK OF NEW YORK	ADMIN FEE MARLTGOREF10-2012	INTEREST & OTHER DEBT SE	303.65
	BANK OF NEW YORK	ADMIN FEE MARLTGOREF10-2013	INTEREST & OTHER DEBT SE	303.65
92518	BICKFORD FORD	ABS CONTROL MODULE	EQUIPMENT RENTAL	583.23
92519	BLACK CLOVER	HATS	GOLF COURSE	64.34
92520	BLUMENTHAL UNIFORMS	UNIFORM-WHITE	YOUTH SERVICES	144.95
92521	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,735.00
92522	BOYDEN ROBINETT & AS	UB 651449114501 10333 60TH AVE	WATER/SEWER OPERATION	46.11
92523	BRAKE AND CLUTCH	AIR BRAKE KNOB	EQUIPMENT RENTAL	22.32
92524	BREAK THROUGH DEZIGN	GRAPHICS-H002	STREET CLEANING	787.35
92525	BUELL, DOUG	REIMBURSE PHOTO STOCK	EXECUTIVE ADMIN	54.90
92526	BUILDERS EXCHANGE	LEGAL AD	SURFACE WATER CAPITAL PF	52.50
92527	CALIFORNIA, STATE OF	REMIT 2013 UNCLAIMED PROPERTY	WATER/SEWER OPERATION	6.20
92528	CARRS ACE	REDUCER	WATER CROSS CNTL	4.33
	CARRS ACE	BRASS HARDWARE	ROADWAY MAINTENANCE	11.45
92529	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	303.64
92530	CENTRAL WELDING SUPP	WIRE	SOLID WASTE OPERATIONS	83.51
92531	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,824.72
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,834.69
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	5,062.44
92532	CHENNAULT, KARI	REIMBURSE CRAIGS LIST AD	UTIL ADMIN	25.00
92533	CLEAR IMAGE PHOTOGRA	PORTRAIT FRAMES FOR PD	EXECUTIVE ADMIN	459.11
92534	COMCAST	MONTHLY BROADBAND CHARGES	COMPUTER SERVICES	217.50
92535	CRAIN, JASON	REIMBURSE MEALS-TRAINING	UTIL ADMIN	26.19
92536	CROWN FILMS LLC	DOG WASTE BAGS	STORM DRAINAGE	681.70
92537	CRYSTAL SPRINGS	WATER COOL RENTAL/BOTTLED WATE	SOLID WASTE OPERATIONS	31.66
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	140.30
92538	DAILY JOURNAL OF COM	LEGAL AD	FACILITY REPLACEMENT	79.80
	DAILY JOURNAL OF COM		SURFACE WATER CAPITAL PF	361.00
	DAILY JOURNAL OF COM		STORM DRAINAGE	364.80
92539	DELL	MONITOR	TRANSPORTATION MANAGEM	162.89
92540	DUNLAP INDUSTRIAL	CORDLESS DRILL BATTERIES	PARK & RECREATION FAC	238.06
	DUNLAP INDUSTRIAL	SMALL TOOLS	FACILITY MAINTENANCE	342.92
	DUNLAP INDUSTRIAL	SOCKET SETS AND DRIVER KITS	FACILITY MAINTENANCE	392.33
92541	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	7.38
	E&E LUMBER		PARK & RECREATION FAC	11.76
	E&E LUMBER	PLUMBING REPAIR KIT AND WASHER	ADMIN FACILITIES	12.79
	E&E LUMBER	FASTENERS	STORM DRAINAGE	14.01
	E&E LUMBER	SHOP KEYS	ROADWAY MAINTENANCE	14.22
	E&E LUMBER	HINGES	PUBLIC SAFETY BLDG.	71.68
	E&E LUMBER	RETURN FASTENERS	PARK & RECREATION FAC	119.86
	E&E LUMBER	HYDRANT PAINT	HYDRANTS	368.97
92542	EAST JORDAN IRON WOR	VALVE BOX TOPS (8)	WATER/SEWER OPERATION	537.27
	EAST JORDAN IRON WOR	VALVE BOX BOTTOMS (12)	WATER/SEWER OPERATION	540.56
92543	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 5/29/2014 TO 6/4/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92543	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER CAPITAL PROJECTS	88.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER CAPITAL PROJECTS	308.00
92544	ELSNER, SUZANNE	REIMBURSE MILEAGE	MUNICIPAL COURTS	223.27
92545	EMERGENCY MANAGEMENT	EMERGENCY SERVICES 1ST & 2ND Q	NON-DEPARTMENTAL	34,915.50
92546	ESRI	PS ARCGIS MAINTENANCE RENEWAL	POLICE ADMINISTRATION	507.00
92547	EVERETT STEEL CO	STEEL	MAINTENANCE	35.84
92548	EVERETT UTILITIES	WATER/FILTRATION CHARGES	SOURCE OF SUPPLY	120,081.74
92549	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	7.32
92550	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	20,000.00
92551	FIRE PROTECTION,INC	MONITORING FEE	MAINT OF GENL PLANT	204.00
92552	FIRESTONE	TIRES (4)	EQUIPMENT RENTAL	394.23
92553	FLOYD, CHRIS	INSTRUCTOR SERVICES	RECREATION SERVICES	655.10
92554	FOOTJOY	MENS APPAREL	GOLF COURSE	406.94
	FOOTJOY	GOLF SHOES	GOLF COURSE	806.03
	FOOTJOY		GOLF COURSE	1,224.74
92555	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	40.72
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	43.54
	FRONTIER COMMUNICATI		POLICE PATROL	43.54
	FRONTIER COMMUNICATI		ADMIN FACILITIES	43.54
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	43.54
	FRONTIER COMMUNICATI		LIBRARY-GENL	43.54
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	43.54
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	43.66
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	87.07
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	87.07
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	87.07
	FRONTIER COMMUNICATI		COMMUNITY CENTER	87.07
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	87.07
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	87.07
	FRONTIER COMMUNICATI		UTILITY BILLING	130.61
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	174.14
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	217.65
	FRONTIER COMMUNICATI		UTIL ADMIN	299.34
92556	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.23
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.23
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.45
	FRONTIER COMMUNICATI		CITY CLERK	0.57
	FRONTIER COMMUNICATI		LEGAL-GENL	0.60
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.79
	FRONTIER COMMUNICATI		ANIMAL CONTROL	1.46
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	1.49
	FRONTIER COMMUNICATI		RECREATION SERVICES	1.75
	FRONTIER COMMUNICATI		COMMUNITY CENTER	1.78
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	2.41
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	3.26
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	3.31
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	3.35
	FRONTIER COMMUNICATI		FINANCE-GENL	4.83
	FRONTIER COMMUNICATI		STORM DRAINAGE	5.94
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	5.99

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/29/2014 TO 6/4/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92556	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	COMPUTER SERVICES	6.05
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	6.94
	FRONTIER COMMUNICATI		UTILITY BILLING	7.35
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	7.93
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	8.82
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	9.03
	FRONTIER COMMUNICATI		ENGR-GENL	9.55
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	10.17
	FRONTIER COMMUNICATI		UTIL ADMIN	11.66
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	13.02
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	13.32
	FRONTIER COMMUNICATI		POLICE PATROL	16.42
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	18.88
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	29.99
92557	GENUINE AUTO GLASS	REPLACE WINDSHIELD	EQUIPMENT RENTAL	271.50
92558	GILLASPIE, ROMA	UB 775619800000 5619 80TH AVE	WATER/SEWER OPERATION	112.12
92559	GOBLE SAMPSON ASSOC	SODIUM HYPOCHLORITE PUMPS	WASTE WATER TREATMENT F	8,407.82
92560	GOODWIN, SANDY	INSTRUCTOR SERVICES	RECREATION SERVICES	30.00
	GOODWIN, SANDY		RECREATION SERVICES	30.00
92561	GOVCONNECTION INC	HDMI CABLE	COMPUTER SERVICES	55.06
	GOVCONNECTION INC	SERVER ETHERNET ADAPTER	TECHNOLOGY REPLACEMEN	342.74
92562	GRAINGER	EARPLUG CONTAINERS	MAINT OF GENL PLANT	112.78
	GRAINGER		GENERAL SERVICES - OVERH	112.78
92563	GREEN RIVER CC	TRAINING COURSE-DAVIS	UTIL ADMIN	280.00
	GREEN RIVER CC	TRAINING COURSE-GEIST	UTIL ADMIN	280.00
92564	GREENSHIELDS	SAFETY LANYARDS	PARK & RECREATION FAC	43.68
	GREENSHIELDS	SAFETY GLASSES	PARK & RECREATION FAC	58.97
	GREENSHIELDS	HOSE ASSEMBLY	EQUIPMENT RENTAL	339.90
92565	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	135.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	172.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
92566	GRUNDFOS PUMPS	SERVICE PUMPS	WATER FILTRATION PLANT	9,291.82
92567	HACH COMPANY	BOD NUTRIENT BUTTER PILLOWS	WASTE WATER TREATMENT F	219.67
92568	HD FOWLER COMPANY	WHEEL VALVE REPLACEMENT PARTS	WATER DIST MAINS	470.80
	HD FOWLER COMPANY		WATER DIST MAINS	470.80
	HD FOWLER COMPANY		WATER DIST MAINS	470.80
92569	HD SUPPLY WATERWORKS	HYDRANT REPAIR SUPPLIES	WATER DIST MAINS	1,951.61
	HD SUPPLY WATERWORKS	HYDRANT, ADAPTER AND RESTRAINE	WATER CAPITAL PROJECTS	2,077.79
	HD SUPPLY WATERWORKS	HYDRANT, ADAPTER AND LUGGS	WATER CAPITAL PROJECTS	2,121.05
92570	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	1,130.05
92571	HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE TA	NON-DEPARTMENTAL	3,141.92
92572	INGRAM, LEAH	REIMBURSE MEETING LUNCH EXPENS	EXECUTIVE ADMIN	38.01
92573	KALLIO, MIA & JUSTIN	UB 656431000000 6431 107TH PL	WATER/SEWER OPERATION	105.97
92574	KELAYE CONCRETE	PAY ESTIMATE #3	GMA-PARKS	-1,233.00
	KELAYE CONCRETE	PAY ESTIMATE #2	GMA-PARKS	-917.00
	KELAYE CONCRETE		GMA-PARKS	19,917.24
	KELAYE CONCRETE	PAY ESTIMATE #3	GMA-PARKS	26,780.76
92575	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	22.50
92576	KLONE LAB, LLC	GOLF SHOES	GOLF COURSE	716.90
92577	LASTING IMPRESSIONS	UNIFORM-SUTHERLAND	YOUTH SERVICES	153.08
92578	LEGACY CREATIVE VENT	UB 281500048005 13102 58TH AVE	WATER/SEWER OPERATION	122.30
92579	LICENSING, DEPT OF	ADAMS, JOSHUA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BARONE, PETER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CLEMENT, NICHOLAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DELUNAM, OSCAR (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FISHER, GLENN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GRAY, JOSHUA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GRAY, KYLE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JAMES, MARK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KINCADE, GERARD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KUEHL, ADAM (ORIGINAL)	GENERAL FUND	18.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/29/2014 TO 6/4/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92579	LICENSING, DEPT OF	MUNRO, EDWARD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PARKER, JAMES (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PHILLIPS, LEE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RANDALL, ANN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILSON, MICHAEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ZELLER, JEREMIE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DUNBAR, ALLEN (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	EBERLE, DANIEL (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	OLSON, ELIJAH (LT RENEWAL)	GENERAL FUND	21.00
92580	LINKS TURF SUPPLY	TEE HOLDERS	MAINTENANCE	114.82
92581	LMP ACQUISITION LLC	UB 880870000000 7419 55TH AVE	WATER/SEWER OPERATION	25.75
92582	LOWES HIW INC	LED LIGHT, SAW AND PLIERS	STORM DRAINAGE	71.04
92583	MACKIE, TRACEY	INSTRUCTOR SERVICES	COMMUNITY CENTER	273.00
	MACKIE, TRACEY		COMMUNITY CENTER	759.00
92584	MAILFINANCE	POSTAGE LEASE	CITY CLERK	22.93
	MAILFINANCE		EXECUTIVE ADMIN	22.93
	MAILFINANCE		FINANCE-GENL	22.93
	MAILFINANCE		PERSONNEL ADMINISTRATIO	22.93
	MAILFINANCE		UTILITY BILLING	22.93
	MAILFINANCE		LEGAL - PROSECUTION	22.93
	MAILFINANCE		COMMUNITY DEVELOPMENT-	22.93
	MAILFINANCE		ENGR-GENL	22.93
	MAILFINANCE		UTIL ADMIN	22.93
	MAILFINANCE		POLICE INVESTIGATION	22.93
	MAILFINANCE		POLICE PATROL	22.94
	MAILFINANCE		OFFICE OPERATIONS	22.94
	MAILFINANCE		DETENTION & CORRECTION	22.94
	MAILFINANCE		POLICE ADMINISTRATION	22.94
92585	MALDONADO, JAMI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92586	MARYSVILLE AWARDS	RETIREMENT PLAQUE-ROCHON	PERSONNEL ADMINISTRATIO	157.80
92587	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	192,327.12
	MARYSVILLE FIRE DIST		FIRE-GENL	576,361.81
92588	MARYSVILLE PRINTING	ENVELOPES	ENGR-GENL	22.41
	MARYSVILLE PRINTING		UTIL ADMIN	22.42
	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE INVESTIGATION	42.30
	MARYSVILLE PRINTING	ENVELOPES	COMMUNITY DEVELOPMENT-	44.83
	MARYSVILLE PRINTING	PD STATEMENTS AND VARIOUS FORM	POLICE PATROL	1,109.20
92589	MARYSVILLE, CITY OF	UTILITY SERVICE-3907 82ND AVE	PARK & RECREATION FAC	21.36
92590	MAYNARD, ZACH & KYLA	UB 474848144000 4848 144TH PL	WATER/SEWER OPERATION	49.43
92591	MCKELLAR, SCOTT	UB 042420170002 9704 64TH DR N	WATER/SEWER OPERATION	140.78
92592	MCKENZIE, JEREMY	UB 980000010503 8232 30TH PL N	WATER/SEWER OPERATION	166.11
92593	MEGAPATH CORPORATION	INTERNET SERVICES	COMPUTER SERVICES	263.83
92594	METCALF, SHELLEY	INSTRUCTOR SERVICES	RECREATION SERVICES	888.19
92595	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	154.44
92596	NELSON PETROLEUM	FUEL CONSUMED	MAINTENANCE	873.87
92597	NXTEL	ACCT #130961290	WATER FILTRATION PLANT	60.36
	NXTEL		SOURCE OF SUPPLY	60.36
92598	NIKE USA INC	HATS AND SHIRTS	GOLF COURSE	356.34
	NIKE USA INC	MENS APPAREL	GOLF COURSE	509.62
92599	OFFICE DEPOT	TONER	UTIL ADMIN	64.28
92600	OLYMPIC SECURITY	REFUND ELEC PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
92601	OZONIA NORTH AMERICA	DATA CONTROL ASSEMBLY AND BALL	WASTE WATER TREATMENT F	1,299.00
92602	PABEN, JAMIE & RACHE	UB 987309000000 7309 33RD PL N	WATER/SEWER OPERATION	217.23
92603	PACIFIC PLASTICS	WEIRS FABRICATION	WASTE WATER TREATMENT F	1,418.25
92604	PACIFIC POWER BATTER	BATTERIES	ER&R	164.20
92605	PACIFIC POWER PROD.	MOWER PARTS	PARK & RECREATION FAC	226.33
	PACIFIC POWER PROD.		PARK & RECREATION FAC	293.66
92606	PART WORKS INC, THE	WATCHDOG METER PARTS	WATER CROSS CNTL	129.19
	PART WORKS INC, THE		WATER CROSS CNTL	1,984.94
92607	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-116.81
	PARTS STORE, THE	TURN SIGNAL SOCKETS	EQUIPMENT RENTAL	24.59

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/29/2014 TO 6/4/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92607	PARTS STORE, THE	OIL FILTERS, FLASHERS AND SEAL	ER&R	97.73
	PARTS STORE, THE	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	124.90
	PARTS STORE, THE	BRAKE CALIPERS W/CORE CHARGE	EQUIPMENT RENTAL	220.61
	PARTS STORE, THE	TRANSMISSION FILTER KITS	ER&R	234.32
92608	PARTSMASER	WELDING GOGGLES	EQUIPMENT RENTAL	58.61
92609	PEAVEY,LYNN COMPANY	EVIDENCE BAGS AND SUPPLIES	POLICE PATROL	478.44
92610	PHELPS TIRE CO INC.	STEER TIRES (2)	EQUIPMENT RENTAL	1,734.72
92611	PICK OF THE LITTER	GRAPHIC DESIGN-SPRAY PARK	PARK & RECREATION FAC	85.00
92612	PIGSKIN UNIFORMS	UNIFORM-PITTS	POLICE PATROL	512.66
	PIGSKIN UNIFORMS	UNIFORM-MCSHANE	POLICE PATROL	523.51
92613	PILCHUCK RENTALS	SHREDDER BLADES	ROADSIDE VEGETATION	84.38
	PILCHUCK RENTALS	CHAIN, SHARPENER AND FILE	WATER DIST MAINS	100.28
92614	PLATT ELECTRIC	RECEPTACLE PARTS	PARK & RECREATION FAC	113.59
	PLATT ELECTRIC	GFCI RECEPTACLES	PARK & RECREATION FAC	143.87
	PLATT ELECTRIC		PARK & RECREATION FAC	223.61
92615	PNWS-AWWA	WESTERN WA SHORT SCHOOL-CHENNA	UTIL ADMIN	190.00
92616	POLLARDWATER.COM	D-CHLOR TABLETS	WATER DIST MAINS	401.45
92617	PREFERRED ELECTRIC	REPLACE CONTROL COMPONENTS	WASTE WATER TREATMENT F	2,327.10
92618	PUD	ACCT #2013-8099-5	PUMPING PLANT	30.50
	PUD	ACCT #2030-6201-3	STREET LIGHTING	86.45
	PUD	ACCT #2034-3089-7	STREET LIGHTING	89.60
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	181.74
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	190.69
	PUD	ACCT #2022-9433-6	STREET LIGHTING	202.66
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	205.70
	PUD	ACCT #2025-7232-7	STREET LIGHTING	236.91
	PUD	ACCT #2002-2385-7	PARK & RECREATION FAC	776.11
92619	QUICKSTART	WINDOWS 8.1 TRAINING-NICOLAS	COMPUTER SERVICES	447.00
92620	R&R PRODUCTS INC	FLANGE BEARINGS	MAINTENANCE	176.40
92621	RAEZER, JAMI	UB 212740000001 12321 48TH DR	WATER/SEWER OPERATION	65.43
92622	RICKER, KIM	REIMBURSE CONFERENCE EXPENSES	MUNICIPAL COURTS	582.62
92623	RICOH USA, INC.	COPIER CHARGES	WASTE WATER TREATMENT F	4.03
	RICOH USA, INC.		PROBATION	6.13
	RICOH USA, INC.		COMMUNITY CENTER	7.60
	RICOH USA, INC.		MAINTENANCE	11.23
	RICOH USA, INC.		GENERAL SERVICES - OVERF	15.44
	RICOH USA, INC.		UTILITY BILLING	20.49
	RICOH USA, INC.		CITY CLERK	22.85
	RICOH USA, INC.		FINANCE-GENL	22.85
	RICOH USA, INC.		PARK & RECREATION FAC	86.36
	RICOH USA, INC.		POLICE PATROL	93.09
	RICOH USA, INC.		MUNICIPAL COURTS	114.38
	RICOH USA, INC.		ENGR-GENL	117.15
	RICOH USA, INC.		DETENTION & CORRECTION	129.94
	RICOH USA, INC.		LEGAL - PROSECUTION	139.09
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	140.38
	RICOH USA, INC.		EXECUTIVE ADMIN	145.40
	RICOH USA, INC.		POLICE INVESTIGATION	164.34
	RICOH USA, INC.		UTIL ADMIN	194.73
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	248.59
	RICOH USA, INC.		OFFICE OPERATIONS	897.00
92624	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	925.00
92625	SEATTLE TIMES, THE	SUBSCRIPTION FEES	EXECUTIVE ADMIN	75.40
92626	SISKUN POWER EQUIPME	WEEDEATERS AND SUPPLIES	WATER DIST MAINS	438.96
	SISKUN POWER EQUIPME		SOURCE OF SUPPLY	438.97
92627	SNAP-ON INCORPORATED	SHOP SMALL TOOLS	EQUIPMENT RENTAL	412.48
92628	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	PROTECTIVE INSPECTIONS	3,001.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	140,397.00
92629	SOUND SAFETY	SAFETY VEST	UTIL ADMIN	32.76
	SOUND SAFETY	JEANS-PIKE	GENERAL SERVICES - OVERF	38.21
	SOUND SAFETY	SAFETY GLASSES	ER&R	58.65

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 5/29/2014 TO 6/4/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92629	SOUND SAFETY	EARPLUGS, SAFETY GLASSES AND S	ER&R	58.87
	SOUND SAFETY	SAFETY VESTS	UTIL ADMIN	65.52
	SOUND SAFETY	JEANS-NEWMAN	GENERAL SERVICES - OVERH	73.31
	SOUND SAFETY	EARMUFFS	ER&R	119.14
	SOUND SAFETY	SAFETY GLASSES AND SYRINGE KEE	ER&R	127.61
	SOUND SAFETY	SHIRTS AND SWEATSHIRTS	ER&R	228.06
	SOUND SAFETY	FIRST AID KITS	ER&R	250.87
	SOUND SAFETY	CREW SHIRTS	ER&R	322.55
	SOUND SAFETY	SHIRTS	ER&R	347.26
92630	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	17.32
	STAPLES		POLICE INVESTIGATION	27.14
	STAPLES		COMMUNITY DEVELOPMENT-	32.03
	STAPLES		POLICE INVESTIGATION	47.64
	STAPLES		COMMUNITY DEVELOPMENT-	67.11
	STAPLES		PRO-SHOP	87.67
	STAPLES		MUNICIPAL COURTS	104.85
	STAPLES		PERSONNEL ADMINISTRATIO	149.80
	STAPLES		COMMUNITY DEVELOPMENT-	162.12
	STAPLES		MUNICIPAL COURTS	178.23
	STAPLES		POLICE PATROL	188.25
	STAPLES		POLICE PATROL	225.13
	STAPLES		EXECUTIVE ADMIN	312.21
92631	TAURUS POWER	VFD CONTROL UPGRADE P400	WASTE WATER TREATMENT F	3,429.51
	TAURUS POWER	PUMP CONTROL REPAIR	WASTE WATER TREATMENT F	3,860.95
92632	TAYLORMADE	GOLF CLUBS	GOLF COURSE	570.00
	TAYLORMADE		GOLF COURSE	644.40
92633	TITLEIST	GOLF BAG	GOLF COURSE	227.00
92634	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	195.15
92635	US DEPT OF HUD	UB 987127000000 7127 38TH ST N	WATER/SEWER OPERATION	229.07
92636	USDA-APHIS-WILDLIFE	APHIS SERVICES	STORM DRAINAGE	3,429.97
92637	VINYL SIGNS & BANNER	PLAYGROUND AGE SIGNS	PARK & RECREATION FAC	842.74
92638	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	1,951.06
92639	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	105,174.08
92640	WAYNE'S AUTO DETAIL	COMPLETE DETAIL-MALIBU	EQUIPMENT RENTAL	238.81
92641	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	682.51
92642	WESTERN PETERBILT	CONNECTOR	EQUIPMENT RENTAL	34.16
92643	WHITESSELL, WILLIAM E	UB 761282150002 7207 63RD PL N	WATER/SEWER OPERATION	143.99
92644	WOGUE, CHESTER	USED GOLF BALLS	GOLF COURSE	90.00

**WARRANT TOTAL:**

**1,352,926.32**

**REASON FOR VOIDS:**

INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED IN MAIL  
 UNCLAIMED PROPERTY

CHECK #72693	UNCLAIMED PROPERTY	(6.20)
CHECK #82167	CHECK LOST	(143.99)
CHECK #85903	CHECK LOST	(100.00)

**1,352,676.13**

# *Index #6*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 23, 2014**

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 **June 11, 2014** claims in the amount of **\$334,778.36** paid by **Check No.'s 92645 through 92806 with Check No.'s 86484, 87261 & 88157 voided.**

**COUNCIL ACTION:**

**CLAIMS  
FOR  
PERIOD-6**

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 **\$334,778.36 PAID BY CHECK NO.'S 92645 THROUGH 92806 WITH CHECK NO.'S 86484, 87261 & 88157 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23<sup>rd</sup> DAY OF JUNE 2014.**

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/5/2014 TO 6/11/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92645	AAA OF EVERETT	FIRE EXTINGUISHERS AND BRACKET	ER&R	233.69
92646	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.17
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	647.79
	ADVANTAGE BUILDING S		UTIL ADMIN	750.70
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	829.31
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	1,085.75
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
92647	ALL BATTERY SALES &	BATTERY	EQUIPMENT RENTAL	245.38
92648	ALPHARD GOLF INC.	GOLF BAG/CART (2)	GOLF COURSE	436.00
92649	ALPINE PRODUCTS INC	THERMO AND MARKERS	TRAFFIC CONTROL DEVICES	5,183.48
92650	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.13
	ARAMARK UNIFORM		MAINTENANCE	11.13
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.01
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.01
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.28
92651	ARLINGTON HARDWARE	JEANS-CALLAHAN	GENERAL SERVICES - OVERH	42.42
92652	BENS CLEANER SALES	WASH RACK REPAIR	MAINT OF GENL PLANT	636.41
92653	BERLING, ANNE	REFUND CLASS FEES	PARKS-RECREATION	5.00
92654	BICKFORD FORD	AIRBAG DEACTIVATION JEWELS	ER&R	51.00
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	201.65
	BICKFORD FORD	IGNITION ASSEMBLY AND SPARK PL	EQUIPMENT RENTAL	460.90
92655	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	535.94
92656	BLUE MARBLE ENV.	WASTE REDUCTION/RECYCLING PROG	RECYCLING OPERATION	8,298.36
92657	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	889.98
92658	BREWER, MARTY	USED GOLF BALLS	GOLF COURSE	105.00
	BREWER, MARTY		GOLF COURSE	150.00
92659	BRIM TRACTOR	KNIVES	ROADSIDE VEGETATION	422.88
	BRIM TRACTOR	MOWER SUPPLIES	ROADSIDE VEGETATION	675.13
92660	BROCK, TINA	REIMBURSE MILEAGE	CITY CLERK	36.21
92661	BROWN, EDDIE	REIMBURSE MEALS-TRAINING	UTIL ADMIN	51.15
92662	BUD BARTON'S GLASS	CUSTOM CUT GLASS	EQUIPMENT RENTAL	321.46
	BUD BARTON'S GLASS	WINDSHIELD REPLACEMENT	WASTE WATER TREATMENT F	968.25
92663	BUTTON GEAR	SHORTS-ROSE	SOLID WASTE OPERATIONS	117.26
	BUTTON GEAR	SHORTS/JEANS-KINNEY, S	SOLID WASTE OPERATIONS	117.26
92664	CALLAWAY GOLF	PUTTER	GOLF COURSE	230.12
	CALLAWAY GOLF	GOLF BALLS	GOLF COURSE	356.10
	CALLAWAY GOLF	GOLF BAGS	GOLF COURSE	522.00
92665	CAPITAL ONE COMMERC	EMPLOYEE APPRECIATION LUNCH AN	PARK & RECREATION FAC	50.95
	CAPITAL ONE COMMERC		UTIL ADMIN	86.07
	CAPITAL ONE COMMERC		PROTECTIVE INSPECTIONS	91.62
	CAPITAL ONE COMMERC		PRO-SHOP	205.46
92666	CARRS ACE	SIGNAL MAINTENANCE SUPPLIES	STREET LIGHTING	18.76
	CARRS ACE	DOC PICKSTICKS	STORM DRAINAGE	35.82
	CARRS ACE		ROADWAY MAINTENANCE	35.82
	CARRS ACE	WRENCHES	STORM DRAINAGE MAINTEN/	48.95
	CARRS ACE	SIGNAL/LIGHTING/SIGN SUPPLIES	STREET LIGHTING	141.58
	CARRS ACE	SIGNAL AND LIGHTING SUPPLIES	STREET LIGHTING	271.39
92667	CARY, CHRISTOPHER	REIMBURSE MEALS-TRAINING	UTIL ADMIN	46.21
92668	CEMEX	ASPHALT	WATER DIST MAINS	145.16
	CEMEX		WATER DIST MAINS	275.87
	CEMEX		ROADWAY MAINTENANCE	289.73
	CEMEX		ROADWAY MAINTENANCE	598.43
92669	CHAMPION BOLT	FLAPS	MAINTENANCE	10.90
	CHAMPION BOLT	SHOP SUPPLIES	MAINTENANCE	205.05
92670	CITIES & TOWNS	SCC DINNER (2)	EXECUTIVE ADMIN	35.00
	CITIES & TOWNS		CITY COUNCIL	35.00
92671	CODE PUBLISHING	ELECTRONIC UPDATE	CITY CLERK	173.56
92672	COMMERCIAL FIRE	ANNUAL SPRINKLER INSPECTION	MAINT OF GENL PLANT	110.36

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/5/2014 TO 6/11/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92673	CONRAD, MELISSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92674	COOP SUPPLY	GARBAGE CANS (3)	MAINT OF GENL PLANT	74.90
	COOP SUPPLY	TOOL BOX, TOOL SET AND CABLE T	ROADWAY MAINTENANCE	142.20
	COOP SUPPLY	DRI ABSORB-SHOP	ROADWAY MAINTENANCE	474.36
92675	CORPORATE OFFICE SPL	SUN SCREEN	ER&R	76.00
92676	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	4,167.98
92677	CORRECTIONS, DEPT OF	WORK CREW-APRIL 2014	WATER RESERVOIRS	190.63
	CORRECTIONS, DEPT OF		PARK & RECREATION FAC	446.89
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	624.16
92678	DAGDAG, JOHN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92679	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	DB SECURE SHRED		EXECUTIVE ADMIN	11.20
92680	DEAVER ELECTRIC	DIAGNOSE AND REPLACE BALLASTS	PUBLIC SAFETY BLDG.	365.71
	DEAVER ELECTRIC	DOCK PEDESTAL	STORM DRAINAGE	773.67
92681	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	337.44
92682	DIAMOND B CONSTRUCT	CONTROL SYSTEM REPAIR	PUBLIC SAFETY BLDG.	368.70
	DIAMOND B CONSTRUCT	CLEAN AIR INTAKE SCREENS	WASTE WATER TREATMENT F	474.04
	DIAMOND B CONSTRUCT	INDUCER MOTOR REPLACEMENT	COURT FACILITIES	921.91
	DIAMOND B CONSTRUCT	BLOWER MOTOR REPAIR	ADMIN FACILITIES	980.67
92683	DICKS TOWING	TOWING EXPENSE-MP14-4115	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-4279	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-4368	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-4409	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-4242	POLICE PATROL	114.03
92684	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-10.02
	DIGITAL DOLPHIN SUPP		POLICE PATROL	126.43
92685	DORCAS, JOHN	REIMBURSE HOTEL/MILEAGE/MEALS-	COMMUNITY DEVELOPMENT-	371.49
92686	DUNLAP INDUSTRIAL	BOOTS-BUELL	UTIL ADMIN	130.99
	DUNLAP INDUSTRIAL	WORK VAN SMALL TOOLS	WATER DIST MAINS	327.00
92687	DYNAMIC BRANDS, LLC	CART BAG	GOLF COURSE	107.50
	DYNAMIC BRANDS, LLC	GOLF BAG	GOLF COURSE	143.00
	DYNAMIC BRANDS, LLC	CART BAG	GOLF COURSE	276.50
	DYNAMIC BRANDS, LLC	UMBRELLAS	GOLF COURSE	293.60
92688	E&E LUMBER	PVC CAPS	PARK & RECREATION FAC	3.11
	E&E LUMBER	WOOD CLEANER	ADMIN FACILITIES	6.56
	E&E LUMBER	MDF, BRT FINISH AND NAIL SET	FACILITY MAINTENANCE	7.08
	E&E LUMBER	INSECT SPRAY	LIBRARY-GENL	7.28
	E&E LUMBER	FASTENERS	ADMIN FACILITIES	12.03
	E&E LUMBER	OUTLET COVER	LIBRARY-GENL	15.61
	E&E LUMBER	GROMMET KIT	RECREATION SERVICES	15.79
	E&E LUMBER	MDF, BRT FINISH AND NAIL SET	ADMIN FACILITIES	23.60
	E&E LUMBER	GRAFITTI SUPPLIES	COMMUNITY DEVELOPMENT-	35.69
	E&E LUMBER		COMMUNITY DEVELOPMENT-	78.65
	E&E LUMBER	CABINET FOR COUNCIL CHAMBERS	ADMIN FACILITIES	99.34
92689	EAST JORDAN IRON WOR	LID VALVE SKIRTS	WATER/SEWER OPERATION	366.46
	EAST JORDAN IRON WOR	VALVE LIDS	WATER DIST MAINS	433.37
92690	ECONOMIC ALLIANCE	EASC (4)	EXECUTIVE ADMIN	60.00
	ECONOMIC ALLIANCE		CITY COUNCIL	60.00
92691	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		MAINT OF GENL PLANT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	73.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	115.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	178.50

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/5/2014 TO 6/11/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92691	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	968.00
92692	EVERETT STEEL CO	ROLLED HEX	SEWER MAIN INSTALLATION	38.55
92693	EVERETT TIRE & AUTO	TIRES (6)	ER&R	834.50
92694	EVERETT, CITY OF	ANIMAL SHELTER FEES-APRIL 2014	ANIMAL CONTROL	4,330.00
92695	EVERETT, KRISTI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92696	EWING IRRIGATION	HERBICIDES	ROADSIDE VEGETATION	477.58
	EWING IRRIGATION		ROADSIDE VEGETATION	1,076.95
92697	FCS GROUP	FIRE ALTERNATIVES ANALYSIS	NON-DEPARTMENTAL	1,631.25
92698	FOOTJOY	GOLF SHIRTS	GOLF COURSE	420.54
92699	FRED PRYOR SEMINARS	SEMINAR-KEEFE	TRAINING	199.00
	FRED PRYOR SEMINARS	SEMINAR-OSBORN	TRAINING	199.00
92700	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.15
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.15
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.15
	FRONTIER COMMUNICATI		LEGAL-GENL	7.15
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.15
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.15
	FRONTIER COMMUNICATI		CITY CLERK	14.29
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	14.29
	FRONTIER COMMUNICATI		YOUTH SERVICES	21.44
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	21.44
	FRONTIER COMMUNICATI		STORM DRAINAGE	21.44
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	28.58
	FRONTIER COMMUNICATI		COMPUTER SERVICES	35.70
	FRONTIER COMMUNICATI		FINANCE-GENL	35.73
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	35.73
	FRONTIER COMMUNICATI		RECREATION SERVICES	35.73
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	35.73
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	42.61
	FRONTIER COMMUNICATI	PHONE CHARGES	EXECUTIVE ADMIN	42.87
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	42.87
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	50.02
	FRONTIER COMMUNICATI		UTILITY BILLING	57.16
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	60.82
	FRONTIER COMMUNICATI	PHONE CHARGES	ENGR-GENL	64.31
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	64.31
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	64.31
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	78.60
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	78.60
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	78.60
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	107.18
	FRONTIER COMMUNICATI		UTIL ADMIN	135.76
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	152.23
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	164.34
	FRONTIER COMMUNICATI		POLICE PATROL	314.40
92701	GLOBALSTAR INC.		POLICE PATROL	62.29
92702	GOBLE, BETHANY & SHA	UB 651449145101 5831 105TH PL	WATER/SEWER OPERATION	152.24
92703	GONZALES, ANNE & ALE	UB 144513000000 4513 117TH PL	WATER/SEWER OPERATION	63.01
92704	GOVCONNECTION INC	CD/DVD WRITERS	COMPUTER SERVICES	340.79
92705	GRAINGER	SUMP PUMP	PUMPING PLANT	404.86
92706	GREENSHIELDS	PILOT PUNCH AND HAMMER	ROADWAY MAINTENANCE	77.51
92707	HARRIS, BREVIK	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
92708	HD FOWLER COMPANY	COUPLING	STORM DRAINAGE	11.99
	HD FOWLER COMPANY	GAUGE	WATER DIST MAINS	108.56
	HD FOWLER COMPANY	RESETTERS	WATER/SEWER OPERATION	502.17
	HD FOWLER COMPANY	VALVE INSTALLATION PARTS	WATER DIST MAINS	2,642.02
92709	HE MITCHELL CO	PANIC DOOR LOCKS	COURT FACILITIES	772.73
92710	HILINE	HARDWARE CREDIT	WATER DIST MAINS	-137.92
	HILINE	HARDWARE	WATER DIST MAINS	161.53
92711	HINES, KATHERINE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92712	HOLDT, SHELLY	UB 848002000000 8002 85TH AVE	WATER/SEWER OPERATION	267.29

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/5/2014 TO 6/11/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92713	HOME DEPOT	IRRIGATION SUPPLIES	PARK & RECREATION FAC	19.99
	HOME DEPOT	SMALL TOOLS	WATER DIST MAINS	379.58
92714	HORIZON	FERTILIZER	MAINTENANCE	407.02
92715	INTERSTATE BATTERY	BATTERIES	ER&R	398.30
92716	IRON MOUNTAIN	ROCK	WASTE WATER TREATMENT F	199.73
	IRON MOUNTAIN		STORM DRAINAGE	199.74
	IRON MOUNTAIN		STORM DRAINAGE	224.06
	IRON MOUNTAIN		WASTE WATER TREATMENT F	224.07
	IRON MOUNTAIN		STORM DRAINAGE	324.36
	IRON MOUNTAIN		WASTE WATER TREATMENT F	324.37
	IRON MOUNTAIN		SEWER MAIN COLLECTION	577.49
92717	KARANSON, TINA	REFUND CLASS FEES	PARKS-RECREATION	45.00
92718	KELLER SUPPLY COMPAN	WRENCH	LIBRARY-GENL	14.91
	KELLER SUPPLY COMPAN	SINK/CLOSET SUPPLIES	LIBRARY-GENL	205.91
92719	KLONE LAB, LLC	GOLF SHOES	GOLF COURSE	65.00
92720	KT BUILDERS LLC	UB 031340000002 6223 87TH ST N	WATER/SEWER OPERATION	20.50
92721	LEGEND DATA SYSTEMS	PRINTER RIBBON	PERSONNEL ADMINISTRATIO	178.90
92722	LES SCHWAB TIRE CTR	FLAT REPAIR	EQUIPMENT RENTAL	33.67
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	43.44
92723	LICENSING, DEPT OF	BERRY, ERIK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DENNING, ALLISON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GRAY, PATRISHA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GUTHRIE, IAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HENTON, JOHNNY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HILL, PATRICK (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KING, MARK (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MARKS, OLIVER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MYERS, MICHAEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NIELSON, ROBERT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RICHTER, PAUL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SIMMONS, JODI (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILLIAMS, LINDA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WITHEY, XIOMARA (ORIGINAL)	GENERAL FUND	18.00
92724	LOWES HIW INC	STRIPMASTER STRIP RETURN	WATER SERVICES	-29.96
	LOWES HIW INC	RETURN HARDWARE	SOURCE OF SUPPLY	-1.42
	LOWES HIW INC	CONDUIT PARTS	SOURCE OF SUPPLY	6.87
	LOWES HIW INC	PAINT AND PAINTING SUPPLIES	WASTE WATER TREATMENT F	18.03
	LOWES HIW INC	LIGHT BULBS AND SPRAY PAINT	PUBLIC SAFETY BLDG.	21.94
	LOWES HIW INC	HARDWARE	SOURCE OF SUPPLY	24.10
	LOWES HIW INC	PAINT AND PAINTING SUPPLIES	COMMUNITY CENTER	35.09
	LOWES HIW INC	DRILL BITS, EXTENSIONS AND RAT	SOURCE OF SUPPLY	39.53
	LOWES HIW INC	SPLICE, PLIERS AND WIRE STRIPP	WATER SERVICES	217.89
	LOWES HIW INC	TOOLS	PARK & RECREATION FAC	305.14
92725	MACIAS MORAN, JULIAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92726	MAGER, RONALD	UB 981472713900 14727 43RD AVE	GARBAGE	194.04
92727	MARATHON EQUIPMENT	IGNITION KEY REPLACEMENT	ER&R	-21.28
	MARATHON EQUIPMENT		EQUIPMENT RENTAL	268.76
92728	MARKLEY, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92729	MARYSVILLE PRINTING	GARBAGE NOTICES	SOLID WASTE OPERATIONS	72.76
	MARYSVILLE PRINTING	BUSINESS CARDS	STORM DRAINAGE	84.57
92730	MARYSVILLE YOUTH	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92731	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	41.83
	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-15524 SM PT BL	NON-DEPARTMENTAL	306.13
92732	MCCLOSKEY, ANGELA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92733	MIRANDA, ESTHER	REIMBURSE MILEAGE	COMPUTER SERVICES	24.71
92734	MODERN MACHINERY CO,	TRACK ROLLER, BOLTS AND WASHER	EQUIPMENT RENTAL	2,077.84
92735	NATIONAL BARRICADE	NO PARKING SIGNS (30)	TRANSPORTATION MANAGEM	969.26
92736	NEWTON, TIMOTHY & AN	UB 830317300000 7116 71ST AVE	WATER/SEWER OPERATION	25.43
92737	NORTH COAST ELECTRIC	MISC CONDUIT PARTS	SOURCE OF SUPPLY	29.43
	NORTH COAST ELECTRIC	BOX, PVC CAP AND PVC	SOURCE OF SUPPLY	193.43

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/5/2014 TO 6/11/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92737	NORTH COAST ELECTRIC	HOFFMAN BOX AND ACCESSORIES	MAINT OF GENL PLANT	282.62
92738	NORTHEND TRUCK EQUIP	TAILGATE CABLE	ER&R	113.38
92739	NORTHWEST BARRICADE	STANDS, SIGNS AND ROLL SIGN SY	ROADWAY MAINTENANCE	740.29
	NORTHWEST BARRICADE		SEWER MAIN COLLECTION	740.29
	NORTHWEST BARRICADE		STORM DRAINAGE	740.29
92740	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	28.70
	OFFICE DEPOT		ENGR-GENL	28.70
	OFFICE DEPOT		UTIL ADMIN	82.52
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	82.53
	OFFICE DEPOT		UTIL ADMIN	107.65
	OFFICE DEPOT		ENGR-GENL	107.65
92741	PACIFIC POWER BATTER	UPS BATTERIES	COMPUTER SERVICES	25.52
92742	PACIFIC POWER PROD.	BELTS	PARK & RECREATION FAC	38.37
	PACIFIC POWER PROD.		PARK & RECREATION FAC	82.48
	PACIFIC POWER PROD.	RIMS	MAINTENANCE	163.14
	PACIFIC POWER PROD.	TIRES	MAINTENANCE	180.44
	PACIFIC POWER PROD.	WHEEL ASSEMBLIES AND KITS	MAINTENANCE	339.29
	PACIFIC POWER PROD.	BLADES	PARK & RECREATION FAC	374.80
92743	PARTS STORE, THE	TRANSMISSION FILTER KIT	EQUIPMENT RENTAL	21.82
	PARTS STORE, THE	OIL FILTERS	EQUIPMENT RENTAL	22.15
	PARTS STORE, THE	STARTER SOLENOID	EQUIPMENT RENTAL	24.75
	PARTS STORE, THE	LIGHT, SOCKET AND HARNESS	EQUIPMENT RENTAL	47.94
	PARTS STORE, THE	OIL FILTERS	ER&R	57.80
	PARTS STORE, THE	TRANSMISSION FILTERS	ER&R	185.27
	PARTS STORE, THE	AIR, OIL FILTERS AND ANTIFREEZ	ER&R	204.87
	PARTS STORE, THE	MISC BULK HOSES	EQUIPMENT RENTAL	450.15
92744	PAYDIRT, LLC	CENTER PICKS AND PICK UP TOOL	WATER DIST MAINS	885.09
92745	PEACE OF MIND	MINUTE TAKING SERVICE	GENL GVRNMNT SERVICES	37.20
	PEACE OF MIND		CITY CLERK	151.90
92746	PELZER GOLF SUPPLIES	GRIPS	GOLF COURSE	437.31
92747	PETRABORG, LYNN	REFUND CLASS FEES	PARKS-RECREATION	45.00
92748	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	63.38
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	163.35
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	383.72
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,300.93
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	4,090.66
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,889.52
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	5,205.11
	PETROCARD SYSTEMS		POLICE PATROL	8,363.55
92749	PING	GOLF BAGS	GOLF COURSE	595.15
92750	PIONEER CABLE	EMERGENCY REMOVAL OF STREET LI	STREET LIGHTING	1,256.50
92751	POOL, NICOLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92752	PRECISION CONCRETE	SIDEWALK REPAIR	SIDEWALKS MAINTENANCE	380.10
	PRECISION CONCRETE	TRIP HAZARD GRINDING	SIDEWALKS MAINTENANCE	9,327.93
92753	PRICE, FLORENCE	REFUND CLASS FEES	PARKS-RECREATION	30.00
92754	PUD	ACCT #2047-1749-0	STREET LIGHTING	1.15
	PUD	ACCT #2047-1751-6	STREET LIGHTING	2.15
	PUD	ACCT #2050-2647-6	STREET LIGHTING	3.17
	PUD	ACCT #2047-1751-6	STREET LIGHTING	3.37
	PUD	ACCT #2052-8364-1	STREET LIGHTING	4.69
	PUD	ACCT #2050-2647-6	STREET LIGHTING	4.98
	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	6.91
	PUD	ACCT #2047-1750-8	STREET LIGHTING	19.74
	PUD	ACCT #2047-1749-0	STREET LIGHTING	21.95
	PUD	ACCT #2047-1750-8	STREET LIGHTING	26.15
	PUD	ACCT #2021-7786-1	PUMPING PLANT	29.50
	PUD	ACCT #2049-3331-1	PUMPING PLANT	30.45
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	30.98
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	30.98
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	30.98
	PUD	ACCT #2054-8182-3	MAINTENANCE	32.03

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 6/5/2014 TO 6/11/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92754	PUD	ACCT #2026-7070-9	STREET LIGHTING	48.10
	PUD	ACCT #2048-2969-1	STREET LIGHTING	68.03
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	86.18
	PUD	ACCT #2006-6043-9	STREET LIGHTING	96.97
	PUD	ACCT #2039-9634-3	STREET LIGHTING	114.56
	PUD	ACCT #2033-4458-5	STREET LIGHTING	158.12
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	178.35
	PUD	ACCT #2023-6819-7	PUMPING PLANT	186.22
	PUD	ACCT #2025-7611-2	STREET LIGHTING	199.51
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	215.88
	PUD	ACCT #2030-0599-6	TRANSPORTATION MANAGEM	327.10
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	1,182.27
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,390.50
	PUD		STREET LIGHTING	2,085.75
	PUD	ACCT #2025-7611-2	STREET LIGHTING	3,790.75
	PUD	ACCT #2010-9896-9	PUMPING PLANT	3,986.33
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,476.11
	PUD		STREET LIGHTING	13,257.51
92755	PUD	POLE RENTAL	METER READING	42.20
92756	PUGET SOUND ENERGY	ACCT 3220002768939	PUBLIC SAFETY BLDG.	11.93
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	49.69
	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	54.92
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	67.53
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	128.24
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	132.44
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	145.01
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	305.30
92757	RAMEY, BRIAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92758	RICKER, KIM	REIMBURSE WELLNESS COMM EXPENS	PERSONNEL ADMINISTRATIO	19.53
92759	RICOH USA, INC.	COPIER CHARGES	MAINTENANCE	27.68
	RICOH USA, INC.		COMMUNITY CENTER	27.68
	RICOH USA, INC.		WASTE WATER TREATMENT F	39.44
	RICOH USA, INC.		GENERAL SERVICES - OVERH	87.53
	RICOH USA, INC.		POLICE PATROL	93.32
	RICOH USA, INC.		PROBATION	107.52
	RICOH USA, INC.		LEGAL - PROSECUTION	130.98
	RICOH USA, INC.		ENGR-GENL	143.48
	RICOH USA, INC.		POLICE INVESTIGATION	143.91
	RICOH USA, INC.		UTILITY BILLING	178.48
	RICOH USA, INC.		EXECUTIVE ADMIN	185.90
	RICOH USA, INC.		CITY CLERK	199.08
	RICOH USA, INC.		FINANCE-GENL	199.08
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.56
	RICOH USA, INC.		DETENTION & CORRECTION	260.48
	RICOH USA, INC.		MUNICIPAL COURTS	299.18
	RICOH USA, INC.		PARK & RECREATION FAC	308.02
	RICOH USA, INC.		UTIL ADMIN	379.25
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	592.98
	RICOH USA, INC.		OFFICE OPERATIONS	847.69
92760	RONGERUDE, JOHN	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	225.00
	RONGERUDE, JOHN		LEGAL - PUBLIC DEFENSE	300.00
92761	ROSSNAGLE, BRYAN	UB 849000365001 6425 82ND ST N	WATER/SEWER OPERATION	144.32
92762	ROY ROBINSON	CONNECTOR	EQUIPMENT RENTAL	9.90
	ROY ROBINSON	BRAKE ROTORS AND BRAKE PADS	ER&R	902.18
92763	SAFEWAY INC.	MEETING SUPPLIES	COMMUNITY DEVELOPMENT-	20.90
	SAFEWAY INC.		EXECUTIVE ADMIN	117.13
92764	SCHMIESING, TIJA	REFUND CLASS FEES	PARKS-RECREATION	59.00
92765	SCHOOLCRAFT, RANDY	REIMBURSE MEALS-CONFERENCE	UTIL ADMIN	43.79
92766	SCIENTIFIC SUPPLY	FILTER PAPER	WASTE WATER TREATMENT F	281.63
	SCIENTIFIC SUPPLY	FILTER PAPER, TUBING AND TAPE	WASTE WATER TREATMENT F	334.36
92767	SCORE	SCORE INMATE HOUSING-APRIL 201	DETENTION & CORRECTION	12,510.00

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/5/2014 TO 6/11/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92768	SHANKLE, CRAIG	INSTRUCTOR SERVICES	COMMUNITY CENTER	36.00
92769	SHERWIN WILLIAMS	PAINT	COMMUNITY CENTER	42.64
92770	SHERWOOD HALL & LIND	UB 980098000290 3627 SUNNYSIDE	WATER/SEWER OPERATION	88.74
92771	SISKUN POWER EQUIPME	PRESSURE WASHER	WATER DIST MAINS	1,200.12
92772	SKAGIT PLUMBING	REPAIR AT LIBRARY	LIBRARY-GENL	162.90
92773	SMOKEY POINT CONCRET	CONCRETE	SIDEWALKS MAINTENANCE	465.89
92774	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	917.73
92775	SOLID WASTE SYSTEMS	CYLINDER PINS AND RETAINERS	EQUIPMENT RENTAL	273.37
	SOLID WASTE SYSTEMS	BEARING AND MOUNTING BRACKET	EQUIPMENT RENTAL	717.88
92776	SOUND SAFETY	JEANS-GUENZLER	UTIL ADMIN	116.63
	SOUND SAFETY	JEANS-ROSE	SOLID WASTE OPERATIONS	128.78
	SOUND SAFETY	JEANS-TYACKE	GENERAL SERVICES - OVERH	175.28
	SOUND SAFETY	GLOVES AND SAFETY GLASSES	ER&R	348.13
92777	SPURLING, KATTERIN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92778	SRV CONSTRUCTION	PAY ESTIMATE #4	WATER CAPITAL PROJECTS	42,865.87
92779	STAPLES	OFFICE SUPPLIES	EXECUTIVE ADMIN	0.67
	STAPLES		UTIL ADMIN	36.74
	STAPLES		ENGR-GENL	36.75
	STAPLES		UTIL ADMIN	50.53
	STAPLES		ENGR-GENL	50.53
	STAPLES		POLICE PATROL	63.90
	STAPLES		SEWER LIFT STATION	101.07
	STAPLES		SEWER PRETREATMENT	106.44
	STAPLES		OFFICE OPERATIONS	109.33
	STAPLES	JAIL CUPS	DETENTION & CORRECTION	199.82
	STAPLES	OFFICE SUPPLIES	POLICE PATROL	233.37
	STAPLES		EXECUTIVE ADMIN	266.93
92780	STORMO, VANESSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92781	SUNNYSIDE NURSERY	HANGING BASKETS (25)	PARK & RECREATION FAC	1,343.93
92782	SUTTON, LYNN & KEN	UB 761303130000 7301 78TH ST N	WATER/SEWER OPERATION	203.81
92783	TAYLORMADE	GOLF SHOES	GOLF COURSE	78.16
	TAYLORMADE	GOLF BAG	GOLF COURSE	104.00
	TAYLORMADE		GOLF COURSE	104.00
	TAYLORMADE	GOLF BALLS	GOLF COURSE	201.39
	TAYLORMADE		GOLF COURSE	205.50
	TAYLORMADE	GOLF GLOVES	GOLF COURSE	446.88
92784	TIMMERMAN, DENNIS	UB 761302552101 7721 81ST ST N	WATER/SEWER OPERATION	212.98
92785	TITLEIST	GOLF BAG	GOLF COURSE	140.00
	TITLEIST	GOLF VISORS	GOLF COURSE	459.13
	TITLEIST	GOLF GLOVES	GOLF COURSE	1,293.30
92786	TRANSPORTATION, DEPT	WSDOT TRAFFIC MITIGATION FEES	CITY STREETS	34,285.50
92787	TROOP 42167	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92788	TULALIP CHAMBER	BBH (13)	ENGR-GENL	23.00
	TULALIP CHAMBER		EQUIPMENT RENTAL	23.00
	TULALIP CHAMBER		GENERAL SERVICES - OVERH	23.00
	TULALIP CHAMBER		UTIL ADMIN	69.00
	TULALIP CHAMBER		EXECUTIVE ADMIN	69.00
	TULALIP CHAMBER		CITY COUNCIL	92.00
92789	TYLER TECHNOLOGIES	UBCIS TRAINING	UTILITY BILLING	6,658.39
92790	UNITED PARCEL SERVIC	SHIPPING EXPENSE	SEWER MAIN INSTALLATION	9.00
	UNITED PARCEL SERVIC		UTILITY LOCATING	151.76
92791	USA BLUEBOOK	WATER PIPELINE DECALS AND COPP	WATER/SEWER OPERATION	-2.86
	USA BLUEBOOK	GROUNDING CABLES	WATER DIST MAINS	94.11
	USA BLUEBOOK	WATER PIPELINE DECALS AND COPP	WATER DIST MAINS	100.25
92792	UTILITIES UNDERGROUN	EXCAVATION NOTICES-APRIL 2014	UTILITY LOCATING	494.34
92793	VERIZON/FRONTIER	AMR LINES	METER READING	260.04
92794	VINYL SIGNS & BANNER	KBCC SIGN	PARK & RECREATION FAC	531.05
	VINYL SIGNS & BANNER	SPRAY PARK SIGN	GMA-PARKS	608.16
92795	VISCO INC	DECORATIVE BASES	CITY STREETS	-269.35
	VISCO INC		STREET LIGHTING	3,401.35
92796	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	135.00

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 6/5/2014 TO 6/11/2014**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
92796	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	56,380.94
92797	WAYNE'S AUTO DETAIL	COMPLETE DETAIL-#438	EQUIPMENT RENTAL	238.81
92798	WEBER, PATRICIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
92799	WEED GRAAFSTRA	FORFEITURES-MAY 2014	POLICE INVESTIGATION	487.50
92800	WESTERN EQUIPMENT	PARTS	MAINTENANCE	320.85
	WESTERN EQUIPMENT	EQUIPMENT PARTS	MAINTENANCE	624.71
92801	WESTERN PETERBILT	CORE REFUND	EQUIPMENT RENTAL	-156.38
	WESTERN PETERBILT	CORE CHARGE	EQUIPMENT RENTAL	156.38
	WESTERN PETERBILT	PRESSURE SENSOR AND SWITCH	EQUIPMENT RENTAL	158.58
	WESTERN PETERBILT	BRAKE DRUMS AND BRAKE KITS	EQUIPMENT RENTAL	1,146.30
92802	WHIDBEY ISLAND BANK	RETAINAGE ON PAY ESTIMATE #4	WATER CAPITAL PROJECTS	2,068.82
92803	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.43
92804	WOGЕ, CHESTER	USE GOLF BALLS	GOLF COURSE	200.00
92805	WRIGHT, DONNA	REIMBURSE MILEAGE	CITY COUNCIL	38.90
92806	WSSUA	UMPIRES	RECREATION SERVICES	858.00

**WARRANT TOTAL:**

**335,037.36**

**REASON FOR VOIDS:**

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

CHECK # 86484	CHECK LOST	(59.00)
CHECK # 87261	CHECK LOST	(100.00)
CHECK # 88157	CHECK LOST	(100.00)

**334,778.36**

# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 06/23/14**

<b>AGENDA ITEM:</b> Six-Year Transportation Improvement Program (TIP) Update	
<b>PREPARED BY:</b> John Cowling, PE, Assistant City Engineer	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works - Engineering	
<b>ATTACHMENTS:</b> 2015-2020 TIP 2015-2020 Program Narrative Project Location Map City of Marysville Resolution & Notice of Public Hearing	
<b>BUDGET CODE:</b> 30500030.563000	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The proposed Six-Year Transportation Improvement Program for the years 2014 – 2020, once implemented will advance the City's ongoing efforts to improve the efficiency and safety of the roadway system. Key near-term infrastructure improvements include the start of design for additional lanes at under Interstate 5 at SR 528 and commencement of the Interchange Justification Report (IJR) for conversion of the 156th St. Overcrossing into a full Single Point Urban Interchange and continuing the design for the conversion of the SR 529 / Interstate 5 half interchange to a full interchange

In addition to City revenues, the Transportation Program also relies on grants and support from other agencies. Consistent with past practice, Public Works staff will continue to aggressively pursue grant funding for many projects within the program.

**RECOMMENDED ACTION:**

Staff recommends that Council Authorize the Mayor to conduct a public hearing regarding the Six-Year Transportation Improvement Program (2015-2020) and, based on staff presentation, public testimony, and Council deliberations, approve a resolution adopting a Six-Year Transportation Improvement Plan (2015-2020) for the City of Marysville.



CITY OF MARYSVILLE		2015 - 2020 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (Thousands of Dollars)										Assest Recession No. _____					
TR NO.	LOCATION	PROJECT NAME AND DESCRIPTION	SPPS MILEAGE SCHEDULE	YEAR 1			YEAR 2			YEAR 3			YEARS 4 THROUGH 6			5 YEAR SUMMARY	
				2015 CITY FUNDS	OTHER FUNDS	FUND SOURCE	2016 CITY FUNDS	OTHER FUNDS	FUND SOURCE	2017 CITY FUNDS	OTHER FUNDS	FUND SOURCE	2018-2020 CITY FUNDS	OTHER FUNDS	FUND SOURCE	CITY FUNDS	OTHER FUNDS
20	207	BRIDGE/TRANSFORMATION SYSTEM IMPLEMENT THE PROGRAM TO IMPROVE SIGNAL COORDINATION AND MANAGEMENT	50	50	GMA-ST 50 UNFUNDED	50	50	GMA-ST 50 UNFUNDED	50	50	GMA-ST 50 UNFUNDED	50	50	GMA-ST 50 UNFUNDED	0	50	
<b>WATER MAINS AND SANITARY MAINS</b>																	
21	207	STATE AVE. WEST AS IS EXIST AS CONSTRUCT BAKERS LANE FOR A FULL LANE SEWERAGE	14	14	GMA-ST 14	14	14	GMA-ST 14	14	14	GMA-ST 14	14	14	GMA-ST 14	0	14	
22	207	STATE AVENUE 20TH ST NE TO 11TH ST. NE WIDEN TO 3 LANE SECTION WITH CURB, GUTTER AND SIDEWALK, AND REPLACE OULDEDA OVERPASSING	14	14	GMA-ST 14	14	14	GMA-ST 14	14	14	GMA-ST 14	14	14	GMA-ST 14	0	14	
23	207	SEWERAGE ALONG 27TH AVE NE TO 2ND ST. NE AND CONSTRUCT 27TH AVE NE INTERCHANGING WITH TRUNKWAY LEFT TURN LANE, AND CURB, GUTTER AND SIDEWALK	16	16	GMA-ST 16	16	16	GMA-ST 16	16	16	GMA-ST 16	16	16	GMA-ST 16	0	16	
24	207	2ND STREET NE STATE AVE. TO 4TH AVE. WIDEN FROM 2 TO 3 LANES	16	16	GMA-ST 16	16	16	GMA-ST 16	16	16	GMA-ST 16	16	16	GMA-ST 16	0	16	
25	207	65ST AVENUE NE 10TH ST NE TO ARBUSTON CITY LIMITS WIDEN EXISTING ROADWAY FROM TWO LANES TO 3 LANES WITH CURB, GUTTER, SIDEWALK, BICYCLE AND PEDESTRIAN FACILITIES	16	16	GMA-ST 16	16	16	GMA-ST 16	16	16	GMA-ST 16	16	16	GMA-ST 16	0	16	
26	207	4TH ST CONSTRUCT INTERCHANGING RIGHT TURN DRAP LANE ON 4TH ST NE FROM WEST END OF OULDEDA BRIDGE TO INTERSTATE 5	14	14	GMA-ST 14	14	14	GMA-ST 14	14	14	GMA-ST 14	14	14	GMA-ST 14	0	14	
27	207	SAGE AS INTERCHANGE ADDITIONAL LANES CONSTRUCT ADDITIONAL EXISTING AND WIDEN LANES AT THE INTERCHANGE AND ADDITIONAL TURN LANES.	2	2	GMA-ST 2	2	2	GMA-ST 2	2	2	GMA-ST 2	2	2	GMA-ST 2	0	2	
<b>WATER MAINS AND SANITARY MAINS</b>																	
28	207	18TH STREET NE STATE AVENUE TO 21ST AVE. W.C. WIDEN TO 3 LANES CURB, GUTTER AND SIDEWALK	14	14	GMA-ST 14	14	14	GMA-ST 14	14	14	GMA-ST 14	14	14	GMA-ST 14	0	14	
29	207	FIRST STREET BYPASS NEW ALIGNMENT	16	16	GMA-ST 16	16	16	GMA-ST 16	16	16	GMA-ST 16	16	16	GMA-ST 16	0	16	
30	207	40TH STREET NE AND WILSON AVE. INTERCHANGE BLDG TO 56.8 SECTION AND CONSTRUCT ROADWAY AND SIDEWALK IMPROVEMENTS	14	14	GMA-ST 14	14	14	GMA-ST 14	14	14	GMA-ST 14	14	14	GMA-ST 14	0	14	
31	207	27TH AVE NE EXTENSION FROM 16TH ST NE TO 18TH ST NE CONSTRUCT A NEW ROADWAY ALIGNMENT TO CONNECT 18TH ST NE TO 16TH ST NE	14	14	GMA-ST 14	14	14	GMA-ST 14	14	14	GMA-ST 14	14	14	GMA-ST 14	0	14	
32	207	APPROXIMATELY 200 FEET TRUCKS COMPANY CREDIT TRAFFIC LIGHT FEES FOR INTERNAL CONNECTIONS	16, 17	16, 17	GMA-ST 16, 17 UNFUNDED	16, 17	16, 17	GMA-ST 16, 17 UNFUNDED	16, 17	16, 17	GMA-ST 16, 17 UNFUNDED	16, 17	16, 17	GMA-ST 16, 17 UNFUNDED	0	16, 17	
<b>TRUCKS</b>																	
33	207	14TH ST NE INTERCHANGE CONVERT THE 18TH ST NE OVERPASSING INTO A FULL SINGLE POINT URBAN INTERCHANGE WITH INTERSTATE 5	11, 14	11, 14	GMA-ST 11, 14 UNFUNDED	11, 14	11, 14	GMA-ST 11, 14 UNFUNDED	11, 14	11, 14	GMA-ST 11, 14 UNFUNDED	11, 14	11, 14	GMA-ST 11, 14 UNFUNDED	0	11, 14	
<b>SANITARY MAINS</b>																	
34	207	ANNUAL PREVENTION MAINTENANCE PROGRAM MISCELLANEOUS LOCATIONS DETERMINED BY PAYMENT CONDITION	14, 16, 17	14, 16, 17	GMA-ST 14, 16, 17 UNFUNDED	14, 16, 17	14, 16, 17	GMA-ST 14, 16, 17 UNFUNDED	14, 16, 17	14, 16, 17	GMA-ST 14, 16, 17 UNFUNDED	14, 16, 17	14, 16, 17	GMA-ST 14, 16, 17 UNFUNDED	0	14, 16, 17	
35	207	ANNUAL SPHALTER IMPROVEMENT PROGRAM MISCELLANEOUS LOCATIONS DETERMINED BY ROADWAY NEED	14, 16, 17	14, 16, 17	GMA-ST 14, 16, 17 UNFUNDED	14, 16, 17	14, 16, 17	GMA-ST 14, 16, 17 UNFUNDED	14, 16, 17	14, 16, 17	GMA-ST 14, 16, 17 UNFUNDED	14, 16, 17	14, 16, 17	GMA-ST 14, 16, 17 UNFUNDED	0	14, 16, 17	
<b>WATER MAINS AND SANITARY MAINS</b>																	





## **2015-2020 SIX YEAR TRANSPORTATION PLAN PROGRAM NARRATIVE**

- ITEM NO. 1            80<sup>TH</sup> ST NE SIDEWALK: 47<sup>TH</sup> AVE NE TO 51<sup>ST</sup> AVE NE**  
Construct curb, gutter, sidewalk and drainage facilities along the south side of 80<sup>th</sup> St. NE
- ITEM NO. 2            MARSHALL ELEMENTARY SAFE ROUTES TO SCHOOL**  
Design and construct pedestrian facilities including curb, gutter, sidewalk and crosswalks along 116<sup>th</sup> St. NE as part of the Safe Routes to School Program
- ITEM NO. 3            SUNNYSIDE ELEMENTARY SAFE ROUTES TO SCHOOL**  
Design and construct pedestrian facilities including curb, gutter and sidewalk along Sunnyside Boulevard as part of the Safe Routes to School Program
- ITEM NO. 4            8<sup>TH</sup> ST NE: CEDAR TO STATE AVE PED AND BIKE**  
Design and construct pedestrian facilities including curb, gutter, sidewalk and bike lanes along 8<sup>th</sup> St. across the BNSF mainline as part of the Pedestrian and Bicycle Grant Program
- ITEM NO. 5            GROVE ST: CEDAR TO STATE AVE PED AND BIKE**  
Design and construct pedestrian facilities including curb, gutter, sidewalk and bike lanes along 8<sup>th</sup> St. across the BNSF mainline as part of the Pedestrian and Bicycle Grant Program
- ITEM NO. 6            53<sup>RD</sup> AVENUE NE: SR 528 TO SUNNYSIDE BLVD**  
Construct bicycle and pedestrian facilities.
- ITEM NO. 7            ANNUAL SIDEWALK PROGRAM**  
Construct curb, gutter, sidewalk or shoulder improvements per the Transportation Benefit District.
- ITEM NO. 8            STATE AVENUE / SR 528 INTERSECTION**  
Change SE and SW radii as a condition of development of adjacent property to dedicate necessary right-of-way to make this improvement.
- ITEM NO. 9            SR 528 / ALDER ST. PEDESTRIAN SIGNAL**  
Construct a new pedestrian signal on SR 528 between Alder and Quinn.
- ITEM NO. 10          48<sup>TH</sup> DRIVE NE / 100<sup>TH</sup> STREET NE INTERSECTION**  
Construct turn lane and a new traffic signal at the intersection.



**ITEM NO. 11          116<sup>TH</sup> ST NE / STATE AVENUE**

Construct turn lane(s), modify traffic signal, add a second westbound thru lane and extend the eastbound right-turn lane.

**ITEM NO. 12          SR 528 / DELTA AVENUE PEDESTRIAN SIGNAL**

Construct a new pedestrian signal at the intersection of SR 528 and Delta Avenue.

**ITEM NO. 13          STATE AVENUE / 88<sup>TH</sup> ST NE INTERSECTION**

Add thru lanes and turn lanes. Modify traffic signal.

**ITEM NO. 14          STATE AVENUE / 84<sup>TH</sup> ST NE INTERSECTION**

Construct rail crossing and install a traffic signal. Close adjacent rail crossings. Project will be developer initiated and driven.

**ITEM NO. 15          SR 528 / 76<sup>TH</sup> ST NE INTERSECTION**

Design and construct a traffic signal and additional channelization.

**ITEM NO. 16          51<sup>ST</sup> AVENUE NE / 152<sup>ND</sup> STREET NE INTERSECTION**

Design and construct a traffic signal and additional channelization.

**ITEM NO. 17          STATE AVE / 100<sup>TH</sup> ST / SHOULTES RD INTERSECTIONS**

Design and construct intersection improvements to the two intersections as one project for better traffic flow. Due to intersection proximity a dumbbell roundabout will be considered.

**ITEM NO. 18          STATE AVE.-1<sup>ST</sup> ST. TO 88<sup>TH</sup> ST. NE**

Improve traffic signal timing and phasing, improve visibility of traffic signal heads, improve conditions for pedestrians in crosswalks, add illumination and a right turn lane and install signs. Improvements occur at the intersections of State Ave. NE and 4<sup>th</sup> St. NE, 80<sup>th</sup> St. NE and 88<sup>th</sup> St. NE; providing a westbound to northbound right drop lane, new structural wall, and signal modifications as part of grant funding through WSDOT and SAFETEA-LU.

**ITEM NO. 19          CITYWIDE INTERSECTION IMPROVEMENTS**

Improve traffic signal operations and the visibility of traffic signal heads with the installation of flashing yellow arrow left turn signal displays, reflective backplates and additional detection at citywide locations. Improve railroad/traffic signal interconnect operations with installation right turn blank-out signs and circuit with equipment for Advanced Preemption at citywide locations. Grant funding through WSDOT and SAFETEA-LU to be sought.

**ITEM NO. 20          INTELLIGENT TRANSPORTATION SYSTEM**

Implement Intelligent Transportation Systems Program to improve signal coordination and management, roadway monitoring and response, ITS device management, and data collection. System to include communications equipment, traffic signal equipment, video surveillance and monitoring, video detection, and satellite traffic management center.



**ITEM NO. 21 STATE AVENUE: 116TH STREET NE TO 136TH STREET NE**

Install additional 2 lanes, curb, gutter and sidewalk to the existing 3-lane roadway for the ultimate 5-lane roadway section.

**ITEM NO. 22 STATE AVENUE: 100TH STREET NE TO 116TH STREET NE**

This project will provide a 5 lane roadway section with curb, gutter and sidewalk, and replace the Quilceda Creek culvert and embankment.

**ITEM NO. 23 SUNNYSIDE BOULEVARD: 47<sup>TH</sup> AVE. NE TO 52<sup>ND</sup> ST. NE**

This existing two-lane roadway is proposed for expansion to a five-lane roadway section in a phased manner. New traffic signals at 53<sup>rd</sup> Ave NE and 52<sup>nd</sup> St NE

**ITEM NO. 24 152<sup>ND</sup> STREET NE: STATE AVE. TO 43<sup>RD</sup> VIC.**

Widen existing roadway from two lanes to three, install curb, gutter and sidewalk.

**ITEM NO. 25 51<sup>ST</sup> AVENUE NE: 160<sup>TH</sup> ST NE TO ARLINGTON CITY LIMITS**

Widen existing roadway from two lanes to 5 lanes, install curb, gutter and sidewalk, including bicycle and pedestrian facilities.

**ITEM NO. 26 88<sup>TH</sup> STREET NE: QUIL CEDA BRIDGE TO I-5**

Construct westbound right turn drop lane on 88<sup>th</sup> St NE from the west end of Quil Ceda bridge to Interstate 5.

**ITEM NO. 27 SR 528 / I-5 INTERCHANGE ADDITIONAL LANES**

Construct additional eastbound and westbound lanes along SR 528 at the interchange with Interstate 5. Add turn lanes.

**ITEM NO. 28 156<sup>TH</sup> STREET NE: STATE AVE. TO 51<sup>ST</sup> AVE. VIC.**

Provide new east-west 5-lane connection between State Avenue to the west and 51<sup>st</sup> Avenue to the east, complete with curb, gutter, and sidewalk.

**ITEM NO. 29 FIRST STREET BYPASS**

Preliminary study to explore possible alignment options and feasibility of creating a "bypass" connection between First Street and 61<sup>st</sup> Street NE/Sunnyside Boulevard. Establish an alignment and determine ROW needs.

**ITEM NO. 30 40<sup>TH</sup> ST NE/83<sup>RD</sup> AVE NE/35<sup>TH</sup> ST NE: TO SR 9**

Design and construct a 3-lane arterial alignment along 40<sup>th</sup> and 5-lane principal arterial alignment along 87<sup>th</sup>, and 35<sup>th</sup> — connecting to new west leg of SR9/SR 92 intersection.

**ITEM NO. 31 27<sup>TH</sup> AVE EXTENSION FROM 156<sup>TH</sup> ST NE TO 166<sup>TH</sup> ST NE**

Construct a new roadway alignment to connect 156<sup>th</sup> St NE to 166<sup>th</sup> St NE.



**ITEM NO. 32            ARTERIAL IMPROVEMENTS FOR TRANSPORATION PLAN**  
 Credit select, applicable traffic mitigation fees for portions of arterial improvements that do not directly access private development land uses.

**ITEM NO. 33            156<sup>TH</sup> ST NE. INTERCHANGE**  
 The project would convert the 156th St. NE Overcrossing to a full Single Point Urban Interchange. Initial funding will begin the Interchange Justification Report with WSDOT

**ITEM NO. 34            ANNUAL PAVEMENT PRESERVATION PROGRAM**  
 Pavement preservation and restoration at various locations determined by pavement condition rating prioritization. Preservation methods include overlays, chip seals, etc...

**ITEM NO. 35            ANNUAL SHOULDER IMPROVEMENT PROGRAM**  
 Construct shoulder improvements along roadways with insufficient or deteriorating shoulder surfaces on an annual basis.

**ITEM NO. 36            88<sup>TH</sup> STREET NE: STATE AVENUE TO 67<sup>TH</sup> AVENUE NE**  
 Proposed joint Snohomish County/Marysville project to widen the existing 2-lane road to a 5-lane roadway with curb, gutter and sidewalks. Also provide capacity improvements at arterial intersections. Interim improvements may build out to a 3-lane section until the full 5-lane section is necessary.

**ITEM NO. 37            152<sup>ND</sup> STREET NE: 43<sup>RD</sup> AVE VIC TO 67<sup>TH</sup> AVENUE NE**  
 Proposed joint Snohomish County/Marysville project to widen the existing 2-lane road to a 3-lane roadway with curb, gutter and sidewalks. Also provide capacity improvements at arterial intersections.

**ITEM NO. 38            SR 529 / INTERSTATE 5 INTERCHANGE EXPANSION**  
 Construct new northbound off-ramp from Interstate 5 to SR 529 and new southbound on-ramps from SR 529 to Interstate 5 completing a full interchange at this location.

**ITEM NO. 39            116<sup>TH</sup> STREET NE / INTERSTATE 5 INTERCHANGE**  
 Tulalip Tribes project to upgrade the existing diamond interchange bridge deck for additional capacity.

**ITEM NO. 40            88<sup>TH</sup> STREET NE / INTERSTATE 5 INTERCHANGE**  
 Tulalip Tribes project to upgrade the existing diamond interchange to a single point urban interchange.

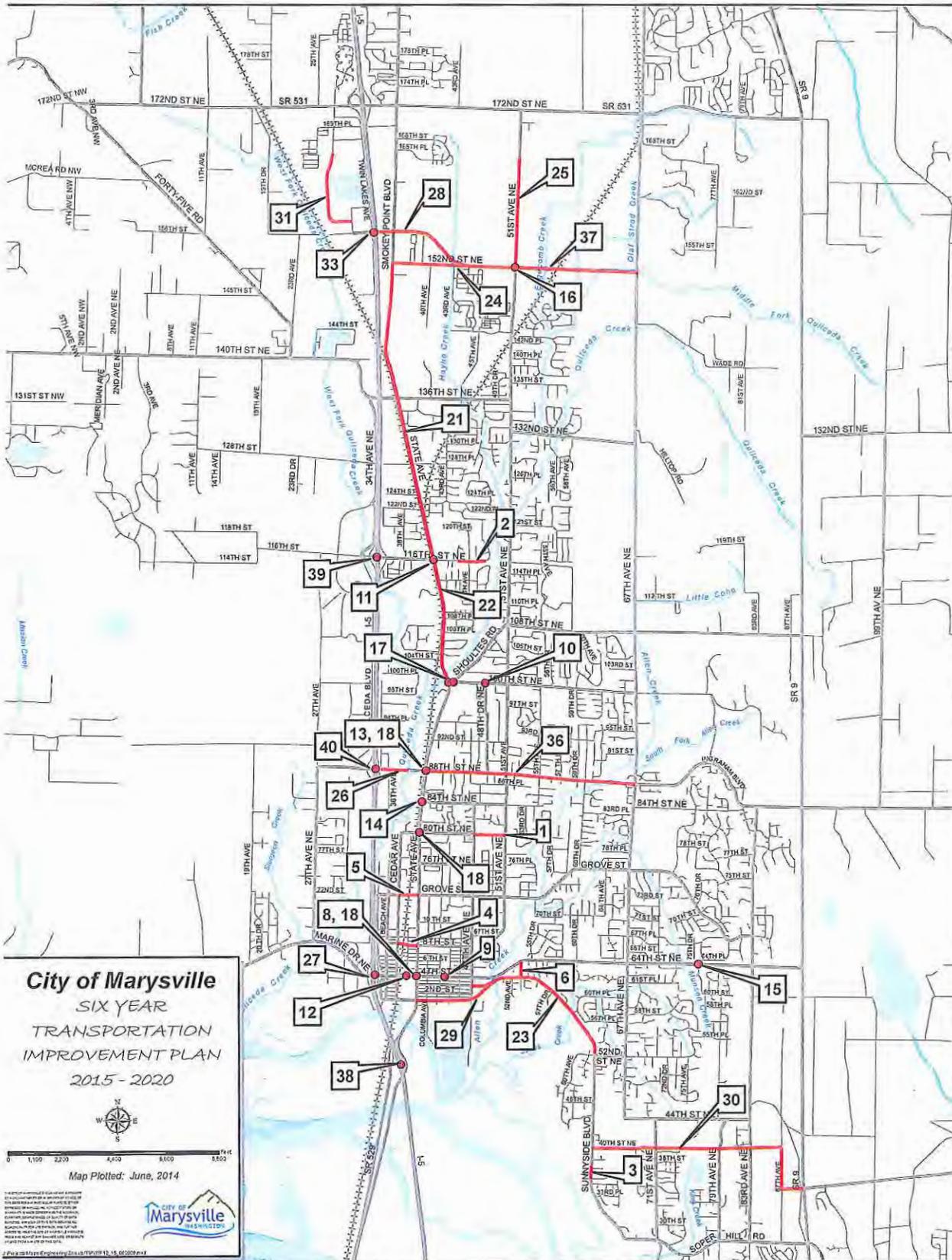
**ITEMS NO. 41            STATE AVENUE DEBT SERVICE**  
 Yearly debt payments necessary to provide a portion of the local match funding to pay for the State Avenue, Grove Street to First Street project.



**ITEMS NO. 42 LIMITED BOND FOR STREET CONSTRUCTION PROJECTS**  
\$8,000,000 bond with a 20 year term at 4% interest.

**ITEMS NO. 43 LIMITED BOND FOR 156<sup>TH</sup> ST OVERCROSSING & BREAK IN ACCESS**

Yearly debt payments necessary to provide funding to the City's LID match for construction of the Lakewood Triangle Access / 156<sup>th</sup> St. NE Overcrossing project. Bond also includes payments for the City's portion of the SR 9 / SR 92 Break in Access project with WSDOT which makes accommodation for a future fourth leg to the intersection into Marysville.



CITY OF MARYSVILLE  
Marysville, Washington

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

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (2015-2020)

WHEREAS, the City Council of the City of Marysville, Washington, pursuant to RCW 35.77.010, held a public hearing on June 23, 2014 for the purpose of revising and extending its Comprehensive Six-Year Transportation Program; and

WHEREAS, the City Council has reviewed the current status of City streets and has considered the testimony and exhibits presented at the public hearing, and finds that the programs presented by the Public Works Department are in the long-range best interests of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON AS FOLLOWS:

1. The Comprehensive Six-Year Transportation Improvement Program (2015-2020) presented to the City Council, copies of which are on file and open to public inspection at the office of the City Clerk, is hereby approved and adopted in its entirety.
2. The City is hereby directed to file copies of said Programs with the Secretary of Transportation.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF MARYSVILLE

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

ATTEST:

By \_\_\_\_\_  
April O'Brien, Deputy City Clerk

Approved as to form:

By \_\_\_\_\_  
GRANT K. WEED, City Attorney

CITY CLERK

**Notice of Public Hearing  
Before the Marysville City Council**

Notice is hereby given that the Marysville City Council will hold a Public Hearing at 7:00 p.m., on Monday, June 23, 2014 in the Council Chambers of Marysville City Hall located at 1049 State Avenue, Marysville, Washington. The purpose of this public hearing is to consider the following:

**A Resolution of the City of Marysville adopting a Six Year Transportation Improvement Program (2015-2020) in accordance with RCW 35-77-010.**

Any person may appear at the hearing and be heard in support of or opposition to this proposal. Additional information may be obtained at the Marysville City Clerk's Office, 1049 State Avenue, Marysville, Washington 98270, (360) 363-8000.

The City of Marysville

\_\_\_\_\_  
April O'Brien  
Deputy City Clerk

Dated: June 5, 2014

Published Marysville Globe: June 7, 2014 and June 14, 2014

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's Office 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.

\*\*\*\*\*

**THIS NOTICE IS NOT TO BE REMOVED, MUTILATED OR  
CONCEALED IN ANY WAY BEFORE DATE OF HEARING.**

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 23, 2014**

<b>AGENDA ITEM:</b> Agreement between City of Marysville and Seattle Goodwill Industries for the Youth Aerospace Program.	
<b>PREPARED BY:</b> Jim Ballew	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Parks and Recreation	
<b>ATTACHMENTS:</b> Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$0.00

**SUMMARY:**

Seattle Goodwill Industries is hosting an extension program providing services in Snohomish County to provide youth exposure to high demand and high growth careers in the Aerospace Industry. The program has five areas to support each youth in starting his or her career in the aerospace industry.

High School Success, College Readiness, Career Readiness, Environmental Stewardship and Life Skills. The program intends to serve 20 in-school youth from July 28, 2014 through August 14, 2014 by utilizing and performing various City of Marysville Park Volunteer Activities.

The attached Agreement identifies the Scope of Work and provisions agreed upon by both Seattle goodwill and the City of Marysville in support of this opportunity for both the city and students within the program.

Parks and Recreation worked with the Seattle Goodwill Industries program last year and it was a very successful opportunity for the community and participants.

**RECOMMENDED ACTION:**

Staff recommends the City Council authorize the Mayor to sign the Agreement between the City of Marysville and Seattle Goodwill Industries for the Youth Aerospace Program to begin July 28, 2014 through August 14, 2014

**Agreement between  
City of Marysville  
and  
Seattle Goodwill Industries  
Summer 2014**

This agreement made and entered into, effective July 28, 2014, by and between the CITY OF MARYSVILLE, State of Washington, a municipal corporation, hereinafter called "City" and SEATTLE GOODWILL INDUSTRIES, a Washington Nonprofit Corporation and Charity, hereinafter called "Goodwill".

WITNESSETH:

WHEREAS, the City desires to contract with Goodwill to provide volunteer opportunities in Marysville Parks;

WHEREAS, Goodwill is expanding its youth program to provide services in Snohomish County. Seattle Goodwill program will be sector-based and provide youth with exposure to high demand and high growth careers in the Aerospace Industry. The program has five main areas to support each youth in starting his or her career in the aerospace industry:

1. High School Success
2. College Readiness
3. Career Readiness
4. Environmental Stewardship
5. Life Skills

Goodwill's Youth Aerospace Program intends to serve approximately 20 in-school youth from July 28, 2014 through August 14, 2014 by utilizing and performing various City of Marysville Park volunteer activities.

**NOW, THEREFORE**, in consideration of the terms, mutual covenants, conditions, and performance of scope of work contained herein, the parties agree as follows:

1. DURATION

This agreement shall cover the period between July 28, 2014 and August 14, 2014.

2. CONSIDERATION

There shall be no transfer of funds associated with this Agreement. Goodwill and its students are allowed to participate in and utilize City park volunteer opportunities that benefit the Goodwill program and the City receives the benefit of the volunteer work performed by the program participants.

3. SCOPE OF WORK

The Parties contracts and agree to perform functions and duties outlined in **Exhibit A**.

4. INDEPENDENT CONTRACTOR/VOLUNTEER/PERMISSION & WAIVER

A. This Agreement is not intended in any fashion to create the relationship of employer-employee with respect to the City and Goodwill or Goodwill program participants. The City of Marysville shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, including but not limited to the payment or withholding of social security or other tax that may arise as an incident of this contract. Neither Goodwill nor any person participating in the Good will program, employed by or working at the direction of the Goodwill is to be considered at any time an employee of the City.

B. Neither party to this Agreement is the agent of the other by contract or otherwise.

C. Volunteers of City of Marysville.  
The City of Marysville will treat Goodwill program participants as City of Maryville Volunteers and report them as such on the City Labor and Industries Volunteer rosters and reporting.

D. Each Goodwill participant will be required to provide to the City of Marysville a signed Waiver and Release as set forth in **Exhibit B** prior to participation in any Marysville park or volunteer activities.

E. Prior to each day's activities Goodwill will provide a completed City of Marysville Parks and Recreation "Volunteer Roster" - **Exhibit C** - listing the participants for the day and attach a signed copy of the Marysville Waiver and Release (**Exhibit B**) for each daily participant.

5. PERFORMANCE.

The City reserves the right to inspect and review the work of the Goodwill participants to assure a quality performance.

6. REPRESENTATIONS.

Goodwill represents and warrants that its staff has the requisite training, skill and experience necessary to provide the services described herein, and is appropriately accredited and licensed by all applicable agencies and governmental entities.

7. CANCELLATIONS.

If Goodwill needs to cancel a class or project please call four hours prior to the start time. In the event the City / Parks Department needs to cancel a class or program, the City/ Parks Department will contact Goodwill as soon as possible. It is the responsibility of Goodwill to contact all participants if the class or project is cancelled.

8. INDEMNIFICATION.

Goodwill agrees to indemnify, defend, and save the City harmless from and against any and all claims, demands, actions, debts, and liability for loss of or damage to property and for injury to or death of animals or persons arising out of or in connection with any negligent or otherwise

tortuous acts or omissions of Goodwill, its agents, representatives, employees or program participants. Goodwill maintains any personal property on City premises at its own risk and releases the City to the full extent of the law from all claims resulting from Goodwill and its agents, representatives, employees or program participant's loss or damage to either person or property that may be occasioned by or through the acts or omissions of other persons occupying or using the premises/facilities. The City shall not be liable to Goodwill for loss of business. These indemnifications shall survive the termination of this Agreement.

## 9. INSURANCE.

A. Goodwill shall procure and maintain during performance of work the following insurance coverage's with the specified limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The City of Marysville shall be an Additional Insured on a Primary Basis for the General Liability coverage without limitation.
3. Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington with employer's liability insurance limits of not less than \$2,000,000.

B. Prior to commencement of any program participation or volunteer work under this Agreement Goodwill shall provide a certificate of insurance that provides a Named Insured Endorsement to the City of Marysville. Failure of Goodwill to comply with the requirements regarding insurance shall be considered a material breach of this agreement and cause for termination of the Contract and of all obligations there under.

C. Approval of the insurance by the City shall not relieve or decrease the liability of Goodwill for any damages arising from Goodwill's performance of this agreement. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Goodwill's responsibility for payment of damages resulting from operations under this Contract. The coverage provided by the General Liability and any Automobile Liability maintained by Goodwill is primary to any insurance maintained by the City of Marysville. The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one insured been named. Failure to comply with provisions contained herein shall not waive the responsibility of Goodwill to provide the required protection.

D. Notice of Cancellation. In the event that Goodwill receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, Goodwill shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

9. INTERPRETATION/LEGAL RELATIONS/LITIGATION.

A. Goodwill shall comply with all federal, state and local laws and ordinances applicable to program facilitated under this agreement.

B. This Agreement shall be governed by the Laws of the State of Washington. Venue for any action shall be in Snohomish County Superior Court. If litigation is commenced by either party to enforce provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements.

10. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

11. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

12. WAIVER

Any waiver by Goodwill or the City or the breach of any provision of this Contract by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

13. TERMINATION/NOTICE

This Agreement may be terminated by either party without cause upon giving not less than 5 calendar days written notice by to the other party by hand delivery or by regular mail to the contact person identified herein:

NOTICES TO THE CITY SHALL BE SENT TO THE FOLLOWING ADDRESS:

CITY OF MARYSVILLE  
Director of Parks and Recreation  
1049 State Ave  
MARYSVILLE, WA 98270

Contact person for program activities for the City of Marysville Parks & Recreation is:

Name: Mike Robinson  
Address: 6915 Armar Road  
City, ST, Zip: Marysville, WA 98270  
Phone: 360-363-8400  
Fax: 360-651-5089  
Email: mrobinson@marysvillewa.gov

NOTICES TO GOODWILL SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name: Rosanna Stephens  
Address: 700 Dearborn Place South  
City, ST, Zip: Seattle, WA 98144  
Phone: 206-860-5755  
Fax:  
Email: [rosanna.stephens@seattlegoodwill.org](mailto:rosanna.stephens@seattlegoodwill.org)

14. AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT

The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF MARYSVILLE

SEATTLE GOODWILL INDUSTRIES

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

By \_\_\_\_\_  
Andreas Herbst – Director of Job Training  
and Education

Approved as to form:

By \_\_\_\_\_  
Grant K. Weed, City Attorney

## Exhibit A Scope of Work.

In addition to the other provisions of the Agreement:

### **Goodwill:**

1. Goodwill is responsible for all transportation to and from City sites.
2. Goodwill is responsible for program participants (youth) at all times.
3. Goodwill will provide on-site at least two (2) Qualified Adult / Goodwill Staff (a Youth Program Coordinator and a Youth Program Assistant) to manage and supervise the program and no more than twenty (20) program participants (youth) at all times.
4. Goodwill will provide any and all clothing and tools, including protective gear, needed by the participants (youth) to participate in the service learning experience provided by City.
5. Prior to each day's activities Goodwill will provide a completed packet to the City Staff on-site - including the City of Marysville Parks and Recreation "Volunteer Roster" - **Exhibit C** - listing the participants for the day and an attach a signed copy of the Marysville Waiver and Release (**Exhibit B**) for each daily participant. Participants (youth) will not be allowed to participate without these documents.
6. Goodwill will accompany the participants (youth) at all times while at the work site and will be available to City staff to discuss and help address any issues related to the participants (youth). Goodwill will be responsible for all supervision and any and all disciplinary issues that arise among the participants (youth) at City sites. Goodwill will immediately respond to and remove if necessary, if requested by City staff, any participant (youth) who is involved in an emergency, dangerous or disciplinary issue.

### **City:**

1. City is responsible for providing service learning/volunteer opportunities in Marysville Parks. The service learning/volunteer portion of the summer program will be from 9 a.m. – 12 p.m., Monday-Thursday – a total of 12 hours per week from July 28, 2014 to August 14, 2014. A STEM (Science, Technology, Engineering, Math) related project and/or a GIS (Geographic Information System) mapping project will be incorporated in the experience for participants (youth).
2. City will assist Goodwill staff in training the participants (youth) in the park-based environmental components necessary to complete the service learning/volunteer projects and assist with supervision of the project-related work, including trail work, tool safety, native plant species, evasive plant identification, restoration, monitoring, graffiti eradication and environmental stewardship skills.

3. City will discuss participant (youth) participation in the service learning/volunteer projects with the Goodwill staff on-site on a daily basis so that stipends can be calculated accordingly for satisfactory participation by participants (youth).
4. City will also provide Goodwill with data on the work the participants (youth) complete in the parks (short narrative, list of sites, trail feet, square feet cleared, etc.), as well as the specific job and environmental skills the participants (youth) have learned. The summary data will be provided in a short report within one month of the completion of the summer portion of the program.
5. The City will report any disciplinary or emergency situation or incident immediately to the on-site Qualified Adult / Goodwill Staff.
6. The City is authorized to take immediate and emergency action should a dangerous or emergency or disciplinary situation arise during the City service learning/volunteer projects and may direct the immediate removal of a program (youth) participant, Qualified Adult/Goodwill Staff, or all program participants.

The City retains and does not waive any of its lawful authority related to City parks and facilities.

**Exhibit B**  
**City of Marysville**  
**and Seattle Goodwill Industries**  
**Summer 2014**  
**Parental/Legal Guardian Assumption of Risk, Waiver and Release**

I (we) am/are the parent(s) or legal guardian of \_\_\_\_\_ (Child's Name) who desires to be a participant in the Seattle Goodwill Youth Aerospace Program activities located in the City of Marysville including volunteer service and work projects in the City parks between July 28, 2014 and August 14, 2014.

It is important to me (us) that this child be allowed to participate in this program. I (we) understand there are special dangers and risks inherent in this participation of this program, including but not limited to, the risk of serious physical injury, death or other harmful consequences which may arise directly or indirectly from the child's participation in the above-described program. Being fully informed as to these risks and in consideration of the City allowing my child to participate in this sponsored program and/or use of City's facilities I (we), on behalf of myself (ourselves) and on behalf of the above-named participant child, assume all risk of injury, damage and harm to the child which may arise from the child's participation in the activities associated with the day camp program or use of City's facilities. I (we) further agree, individually and on behalf of the above-named child, to release and hold harmless the City of Marysville, its officials, employees, volunteers and agents and agree to waive any right of recovery that I(we) may have to bring a claim or lawsuit for damages against them for any personal injury, death or other harmful consequences occurring to the above-named child or me arising out of the Child's voluntary participation in this program. I (we) grant my (our) full and voluntary consent for the above-named child to participate in the Seattle Goodwill program described above.

\_\_\_\_\_  
 Parent(s) / Legal Guardian Printed Name(s)

\_\_\_\_\_  
 Parent(s) / Legal Guardian Signature(s)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Parent(s) / Legal Guardian Address (\_\_\_\_\_) Phone

\_\_\_\_\_  
 Child Participant Address (\_\_\_\_\_) Phone

Exhibit C  
City of Marysville Parks & Recreation “Volunteer Roster.”

# *Index #9*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 6/23/2014**

AGENDA ITEM: Approval of 2014 Fireworks Stand Permit	
PREPARED BY: Carol Mulilgan, Program Specialist DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Copy of Retail Firestand Stand Permit Application. 2. Copy of Washington State Fireworks License. 3. Copy of the Certificate of Insurance Naming the City as Co-insured. 4. Copy of Site Plan. 5. MMC 9.20.	
BUDGET CODE:	AMOUNT:

**SUMMARY:**

On February 27, 2012, City Council approved Ordinance #2890 which removed the limit on the number of fireworks stands that can be permitted. The City has received seven Fireworks Stand Permit Applications from TNT Fireworks for the following locations:

<u>Applicant</u>	<u>Location</u>
Calvary Chapel	8713 – 64 <sup>th</sup> Street NE (Walmart)
Kiwanis Club of Marysville	1631 – 4 <sup>th</sup> Street (Vacant Pad Next to Espresso Stand)
Kiwanis Club of Marysville	6610 – 64 <sup>th</sup> Street NE (Allen Creek Shopping Center)
Kiwanis Club of Marysville	1052 State Avenue (Gold's Gym)
Kiwanis Club of Marysville	3711 – 88 <sup>th</sup> Street NE (Haggens)
Kiwanis Club of Marysville	1218 State Avenue (Safeway Plaza)
Mountain View Assembly of God	9925 State Avenue (Fred Meyer)

An eighth permit application was received from Western Fireworks, Inc. sponsored by full-time Marysville resident Joshua Barritt, for the location of 301 Marysville Mall (Albertson's South).

All applicants meet requirements specified in MMC 9.20. Stand operators are provided with an information sheet on City regulations. These are laminated and to be displayed at each stand. They are also provided with copies for distribution to customers.

The Marysville Fire District inspects each stand and the Fire District distributes permits upon determining a satisfactory inspection.

Staff annually monitors parking at stand locations. There continues to be no apparent problems at the proposed locations.

RECOMMENDED ACTION: Staff recommends that the City Council approve the seven firework stand permit applications submitted by TNT Fireworks and approve the one firework stand permit application submitted by Western Fireworks.
COUNCIL ACTION:

**APPLICATION**  
FOR RETAIL FIREWORKS STAND PERMIT

72

WWT2463

<b>TO:</b>	Governing body of city, town, or county in which fireworks stand will be located.	<b>DATE OF APPLICATION:</b>	DEC 30, 2013
<b>Applicant Name:</b> CALVARY CHAPEL		<b>Address, City, State:</b> 2120 MILWAUKEE WAY, TACOMA,, WA 98421	
<b>Sponsor (If other than applicant):</b> SUZZANNE SCHALO		<b>Address, City, State:</b> 2120 MILWAUKEE WAY, TACOMA,, WA 98421	
<b>Location of proposed fireworks stand:</b> [Enclose drawing of stand location] 8713 64 <sup>TH</sup> ST NE MARYSVILLE, WA                      WALMART			
<b>Manner and place of storage prior, during, and after sales dates:</b> ON SITE WITH SECURITY			
<b>State Licensed Fireworks Supplier:</b> American Promotional Events NW                      2120 Milwaukee Way, Tacoma, WA 98421			

# FIREWORKS STAND PERMIT

For The Fireworks Sales Year Of: 2014  
(Must be conspicuously displayed at all times while the stand is open to the public)

By virtue of having been granted a license by the State of Washington and this permit from CITY OF MARYSVILLE the local governing authority, the named person, firm or organization is hereby authorized to sell U.N. 0336 1.4G Consumer fireworks at the location designated herein between the following date and times:

**Sales For July 4<sup>th</sup>**

**Sales For December 31<sup>st</sup>**

From: \_\_\_\_\_ From: \_\_\_\_\_

To: \_\_\_\_\_ To: \_\_\_\_\_

Sponsor: CALVARY CHAPEL

Location: WALMART 8713 64<sup>TH</sup> ST NE MARYSVILLE, WA

/s/ \_\_\_\_\_  
Signature of Official Granting Permit

/s/ [Signature] FOR SUZZANNE SCHALO  
Signature of Applicant

Title: \_\_\_\_\_ Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Licensee Name: CALVARY CHAPEL License Number: 12518

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

WST2403

15492

# Fireworks Stand License

## Washington State Fireworks License

*License is Non-Transferable and Valid for Only One Stand*

### Licensee Information

Calvary Chapel Marysville  
2120 Milwauke Way  
Tacoma, WA 98421

License Number: WSPFL-02518

*C.M. Schalo*  
State Fire Marshal Signature

Detach this wallet card and carry with you for verification of certification.

### Stand Information

Contact Person: Suzanne Schalo  
Phone Number: (425) 931-1245  
County: Snohomish  
Stand Number: SN-08155

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal  
15492

### ANNUAL FIREWORKS STAND LICENSE

Licensee: Calvary Chapel Marysville  
Contact Person: Suzanne Schalo  
License Number: WSPFL-02518  
Stand Number: SN-08155  
Date of Expiration: January 31, 2015  
Location: [Stamp: Valid For One Stand]

### Stand Location:

[Stand Location To Be Completed By Licensee]

3000-420-012 (R 9/05)

*C.M. Schalo*  
State Fire Marshal Signature

Licensee Signature



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/1/2014 12/6/2013

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

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

<b>PRODUCER</b> Lockton Companies, LLC 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	<b>INSURER A:</b> Everest Indemnity Insurance Company		10851
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** CERTIFICATE NUMBER: 12123482 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	SI8GL00242-131	11/1/2013	11/1/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXX
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			WC STATU-TORY LIMITS	
							E.L. EACH ACCIDENT	\$ XXXXXXXX
							E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX
							E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Additional Insured: Walmart at 8713 - 64th Street NE in Marysville, WA (Loc # WWT2463). Calvary Chapel Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

<b>CERTIFICATE HOLDER</b>  12123482 City of Marysville Calvary Chapel Walmart 1049 State Avenue # 201 Marysville WA 98270	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	--

# SITE DIAGRAM

Date Drawn: May 22, 2014

Ordinance Of: City of Marysville

Address: 8713 - 64th Street NE

Store/Center/Lot: Wal-mart Superstore #3801

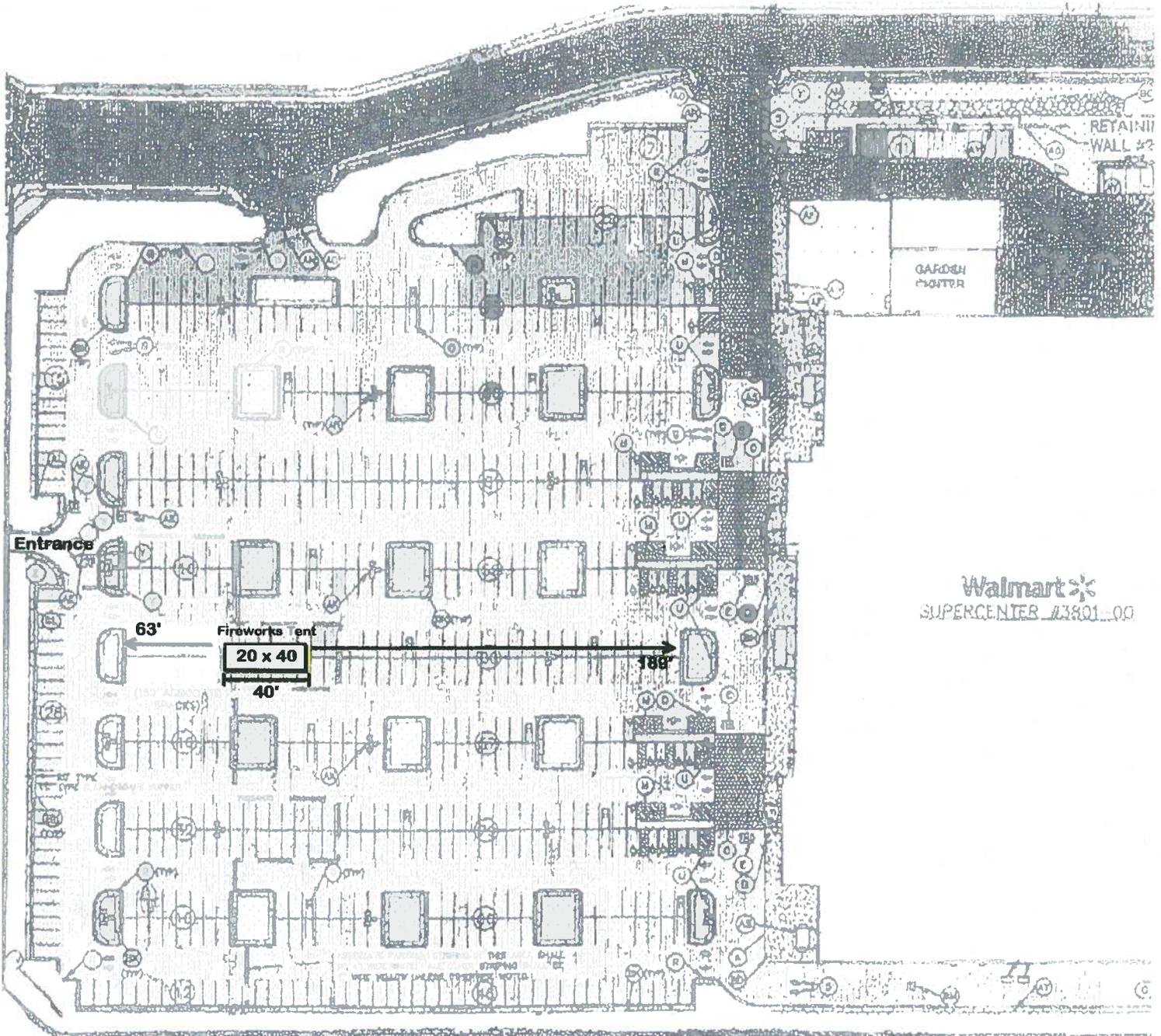
City & State: Marysville Washington 98270

Parcel No 30052500300100

Tent Faces The Direction Of: West

Tent Size: 20 X 40

Loc No: WWT2463



Hwy 9

SR-9 RIGHT OF WAY



WWT 2461

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

15473

# Fireworks Stand License

## Washington State Fireworks License

License is Non-Transferable and Valid for Only One Stand

### Licensee Information

Marysville Kiwanis  
2120 Milwaukee Way  
Tacoma, WA 98421

License Number: WSPFL-00673

  
State Fire Marshal Signature

Detach this wallet card and carry with you for verification of certification.

### Stand Information

Contact Person: Thomas Meehan  
Phone Number: (360) 659-2497  
County: Snohomish  
Stand Number: SN-08137

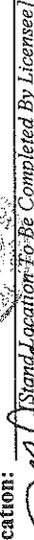
Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

15473

### ANNUAL FIREWORKS STAND LICENSE

Licensee: Marysville Kiwanis  
Contact Person: Thomas Meehan  
License Number: WSPFL-00673  
Stand Number: SN-08137  
Date of Expiration: January 31, 2015  
Location: [Stand Location To Be Completed By Licensee]

Date of Issue  
January 3, 2014

  
State Fire Marshal Signature

Licensee Signature

Stand Location: [Stand Location To Be Completed By Licensee]

3000-420-012 (R 9/05)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/1/2014 1/8/2014

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

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

<b>PRODUCER</b> Lockton Companies, LLC 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Company	10851	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Everest Indemnity Insurance Company	10851													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	_____ _____ _____ _____ _____													

**COVERAGES** CERTIFICATE NUMBER: 12123477 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	S18GL00242-131	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Additional Insured: Property located at the Pad at 1631 - 4th Street in Marysville, WA (Loc # WWT2461). Marysville Kiwanis Club. Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

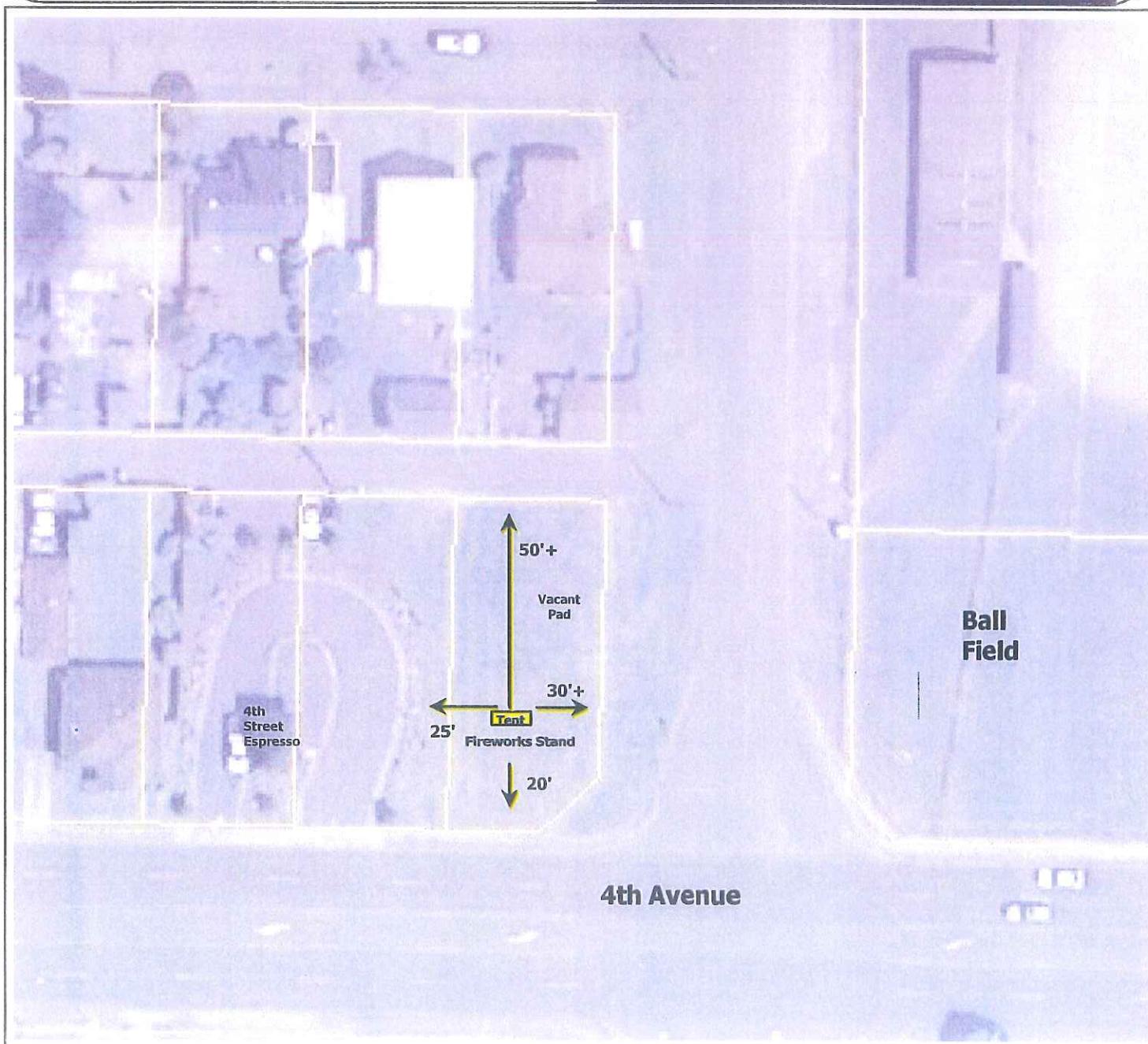
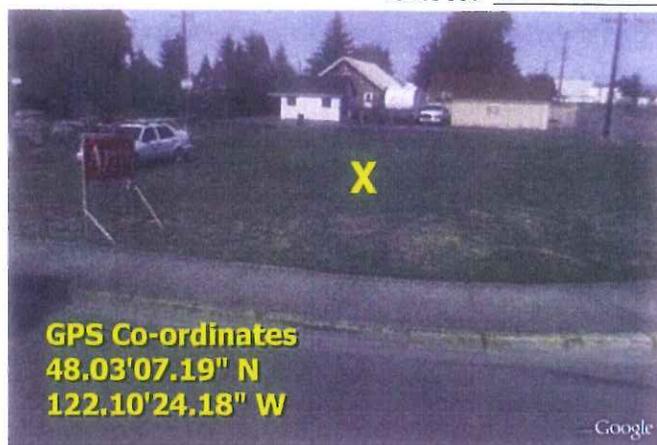
**CANCELLATION**

12123477 City of Marysville Marysville Kiwanis Club 1049 State Avenue # 201 Marysville WA 98270	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---

# SITE DIAGRAM

Date Drawn: September 9, 2009  
Ordinance Of: City of Marysville  
Address: 1631 4th Street  
Store/Center/Lot: Vacant Lot next to 4th Street Espresso  
City & State: Marysville Washington  
Parcel No: 00528700701700  
Tent Faces The Direction Of: Towards 4th Street  
Tent Size: 20 x 40

Loc. No WWT-2461



**APPLICATION  
FOR RETAIL FIREWORKS STAND PERMIT**

80

WWT2452

<b>TO:</b> Governing body of city, town, or county in which fireworks stand will be located.	<b>DATE OF APPLICATION:</b> DEC 31, 2013
<b>Applicant Name:</b> KIWANIS CLUB OF MARYSVILLE	<b>Address, City, State:</b> 2120 MILWAUKEE WAY, TACOMA,, WA 98421
<b>Sponsor (If other than applicant):</b> THOMAS MEEHAN	<b>Address, City, State:</b> 2120 MILWAUKEE WAY, TACOMA,, WA 98421
<b>Location of proposed fireworks stand:</b> [Enclose drawing of stand location] 6610- 64 <sup>TH</sup> ST NE MARYSVILLE, WA                      ALLEN CREEK S/C	
<b>Manner and place of storage prior, during, and after sales dates:</b> ON SITE WITH SECURITY	
<b>State Licensed Fireworks Supplier:</b> American Promotional Events NW                      2120 Milwaukee Way, Tacoma, WA 98421	

# FIREWORKS STAND PERMIT

For The Fireworks Sales Year Of: 2014  
(Must be conspicuously displayed at all times while the stand is open to the public)

By virtue of having been granted a license by the State of Washington and this permit from CITY OF MARYSVILLE the local governing authority, the named person, firm or organization is hereby authorized to sell U.N. 0336 1.4G Consumer fireworks at the location designated herein between the following date and times:

**Sales For July 4<sup>th</sup>**

**Sales For December 31<sup>st</sup>**

From: \_\_\_\_\_ From: \_\_\_\_\_

To: \_\_\_\_\_ To: \_\_\_\_\_

Sponsor: MARYSVILLE KIWANIS

Location: ALLEN CREEK S/C 6610- 64<sup>TH</sup> ST NE MARYSVILLE, WA

/s/ \_\_\_\_\_ /s/ *Thomas Meehan* FOR THOMAS MEEHAN  
Signature of Official Granting Permit                      Signature of Applicant

Title: \_\_\_\_\_ Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Licensee Name: MARYSVILLE KIWANIS License Number: 001073

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

WWT 2452

15472

# Fireworks Stand License

## Washington State Fireworks License

*License is Non-Transferable and Valid for Only One Stand*

### Licensee Information

Marysville Kiwanis  
2120 Milwaukee Way  
Tacoma, WA 98421

License Number: WSPFL-00673

*C.M. Duff*

State Fire Marshal Signature  
Detach this wallet card and carry with you for verification of certification.

### Stand Information

Contact Person: Ray Harding  
Phone Number: (360) 659-2497  
County: Snohomish  
Stand Number: SN-08136

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

15472

### ANNUAL FIREWORKS STAND LICENSE

Licensee: Marysville Kiwanis  
Contact Person: Ray Harding  
License Number: WSPFL-00673  
Stand Number: SN-08136  
Date of Expiration: January 31, 2015  
Location: *C.M. Duff*

Date of Issue  
January 3, 2014

Date of Expiration  
January 31, 2015

Stand Location: \_\_\_\_\_

*[Stand Location To Be Completed By Licensee]*

3000-420-012 (R 9/05)

State Fire Marshal Signature \_\_\_\_\_  
Licensee Signature \_\_\_\_\_

*[Stand Location To Be Completed By Licensee]*

Licensee Signature



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/1/2014 10/31/2013

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

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

<b>PRODUCER</b> Lockton Companies, LLC 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE <b>INSURER A:</b> Everest Indemnity Insurance Company <b>NAIC #</b> 10851	
<b>INSURED</b> 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 12123095 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	SI8GL00242-131	11/1/2013	11/1/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXX
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			WC STATUTORY LIMITS	
							OTHER	
							E.L. EACH ACCIDENT	\$ XXXXXXXX
							E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX
							E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured: Property located at Allen Creek S/C located at 6610 64th St NE in Marysville, WA (Loc # WW2452). Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

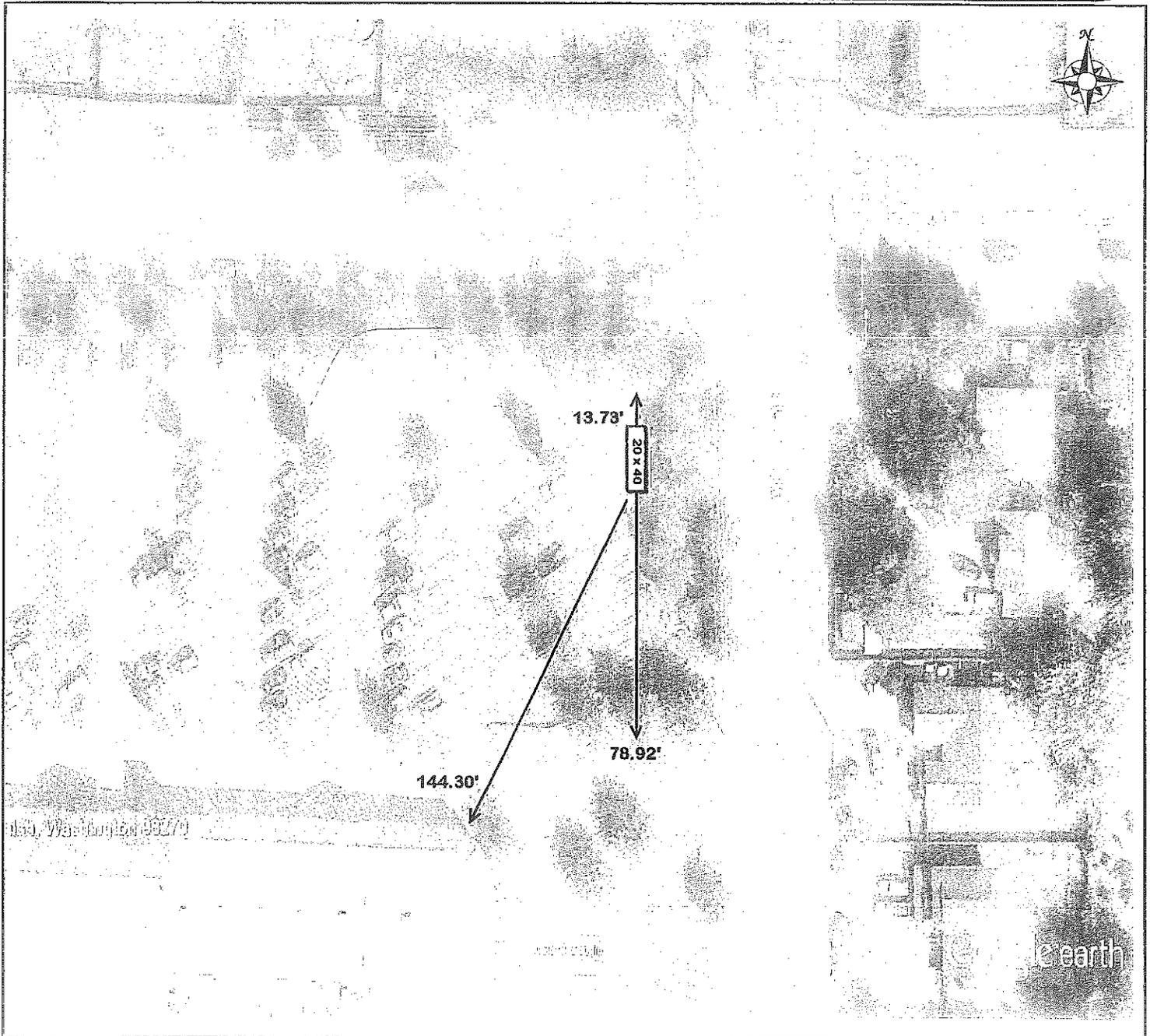
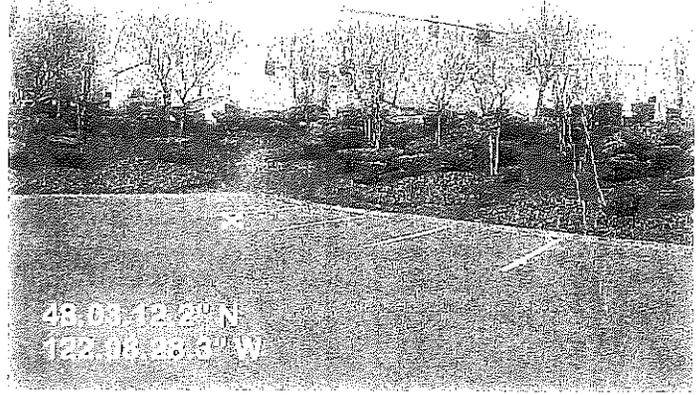
**CANCELLATION**

12123095 Kiwanis Club of Marysville Allen Creek Shopping Center City of Marysville 1049 State Avenue # 201 Marysville WA 98270	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# SITE DIAGRAM

Date Drawn: April 4, 2013  
Ordinance of: City of Marysville  
Address: 6610 - 64th St. NE  
Store/Center: Allen Creek S/C  
City & State: Marysville, Washington  
Tent Faces Direction of: Faces Center  
Tent Size: 20 X 40  
Parcel No: 30052700401100

Loc No: WWT-2452



**APPLICATION  
FOR RETAIL FIREWORKS STAND PERMIT**

WWH2455

<b>TO:</b>	Governing body of city, town, or county in which fireworks stand will be located.	<b>DATE OF APPLICATION:</b>	JAN.02, 2014
<b>Applicant Name:</b> MARYSVILLE KIWANIS		<b>Address, City, State:</b> 2120 MILWAUKEE WAY, TACOMA,, WA 98421	
<b>Sponsor (If other than applicant):</b> THOMAS MEEHAN		<b>Address, City, State:</b> 2120 MILWAUKEE WAY, TACOMA,, WA 98421	
<b>Location of proposed fireworks stand:</b> [Enclose drawing of stand location] 1052 STATE ST MARYSVILLE, WA                      GOLD'S GYM			
<b>Manner and place of storage prior, during, and after sales dates:</b> ON SITE WITH SECURITY			
<b>State Licensed Fireworks Supplier:</b> American Promotional Events NW                      2120 Milwaukee Way, Tacoma, WA 98421			

# FIREWORKS STAND PERMIT

For The Fireworks Sales Year Of: 2014

(Must be conspicuously displayed at all times while the stand is open to the public)

By virtue of having been granted a license by the State of Washington and this permit from CITY OF MARYSVILLE the local governing authority, the named person, firm or organization is hereby authorized to sell U.N. 0336 1.4G Consumer fireworks at the location designated herein between the following date and times:

Sales For July 4<sup>th</sup>

Sales For December 31<sup>st</sup>

From: \_\_\_\_\_ From: \_\_\_\_\_

To: \_\_\_\_\_ To: \_\_\_\_\_

Sponsor: MARYSVILLE KIWANIS

Location: GOLD'S GYM 1052 STATE ST MARYSVILLE, WA

/s/ \_\_\_\_\_ /s/ *Thomas Meehan* FOR THOMAS MEEHAN  
Signature of Official Granting Permit                      Signature of Applicant

Title: \_\_\_\_\_ Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Licensee Name: MARYSVILLE KIWANIS License Number: 001073

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

Washington State Fireworks License

Licensee Information

Marysville Kiwanis  
2120 Milwaukee Way  
Tacoma, WA 98421

License Number: WSPFL-00673

Stand Information

Contact Person: Ray Harding  
Phone Number: (360) 659-2497  
County: Snohomish  
Stand Number: SN-08153

Date of Expiration      Date of Issue  
January 31, 2015      January 3, 2014

Stand Location: \_\_\_\_\_

[Stand Location To Be Completed By Licensee]

3000-420-012 (R 9/05)

WSPFL-00673 15490

**Fireworks Stand License**

License is Non-Transferable and Valid for Only One Stand

*R.M. D...*

State Fire Marshal Signature  
Detach this wallet card and carry with you for verification of certification.

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

ANNUAL FIREWORKS STAND LICENSE

Licensee: Marysville Kiwanis  
Contact Person: Ray Harding  
License Number: WSPFL-00673  
Stand Number: SN-08153  
Date of Expiration: January 31, 2015  
Location: \_\_\_\_\_

[Stand Location To Be Completed By Licensee]

State Fire Marshal Signature      Licensee Signature



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2014

DATE (MM/DD/YYYY)

12/5/2013

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

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

<b>PRODUCER</b> Lockton Companies, LLC 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Indemnity Insurance Company	10851	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Everest Indemnity Insurance Company	10851													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630														

**COVERAGES**                      **CERTIFICATE NUMBER:** 12122776                      **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	SI8GL00242-131	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CDM/OP AGG \$ 2,000,000 \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX								
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ XXXXXXXX</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ XXXXXXXX</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ XXXXXXXX</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ XXXXXXXX	E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX	E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$ XXXXXXXX														
E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX														
E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX														

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Additional Insured: Property located at Gold's Gym located at 1052 State St in Marysville, WA 98270 (Loc # WWH2455). Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

<b>CERTIFICATE HOLDER</b>  12122776 City of Marysville Gold's Gym Kiwanis Club of Marysville 1049 State Ave #201 Marysville WA 98270	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	--



**APPLICATION**  
FOR RETAIL FIREWORKS STAND PERMIT

WWH2457

<b>TO:</b> Governing body of city, town, or county in which fireworks stand will be located.	<b>DATE OF APPLICATION:</b> DEC 09, 2013
<b>Applicant Name:</b> MARYSVILLE KIWANIS	<b>Address, City, State:</b> 2120 MILWAUKEE WAY, TACOMA,, WA 98421
<b>Sponsor (If other than applicant):</b> THOMAS MEEHAN	<b>Address, City, State:</b> 2120 MILWAUKEE WAY, TACOMA,, WA 98421
<b>Location of proposed fireworks stand:</b> [Enclose drawing of stand location] 3711 88 <sup>TH</sup> ST NE MARYSVILLE, WA                      HAGGENS	
<b>Manner and place of storage prior, during, and after sales dates:</b> ON SITE WITH SECURITY	
<b>State Licensed Fireworks Supplier:</b> American Promotional Events NW                      2120 Milwaukee Way, Tacoma, WA 98421	

# FIREWORKS STAND PERMIT

For The Fireworks Sales Year Of: 2014  
(Must be conspicuously displayed at all times while the stand is open to the public)

By virtue of having been granted a license by the State of Washington and this permit from CITY OF MARYSVILLE the local governing authority, the named person, firm or organization is hereby authorized to sell U.N. 0336 1.4G Consumer fireworks at the location designated herein between the following date and times:

**Sales For July 4<sup>th</sup>**

**Sales For December 31<sup>st</sup>**

From: \_\_\_\_\_ From: \_\_\_\_\_

To: \_\_\_\_\_ To: \_\_\_\_\_

Sponsor: MARYSVILLE KIWANIS

Location: HAGGENS 3711 88<sup>TH</sup> ST NE MARYSVILLE, WA

/s/ \_\_\_\_\_  
Signature of Official Granting Permit

/s/ *Thomas Meehan* FOR THOMAS MEEHAN  
Signature of Applicant

Title: \_\_\_\_\_ Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Licensee Name: MARYSVILLE KIWANIS License Number: 0302

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

# Washington State Fireworks License

## Licensee Information

Kiwanis Club of Marysville  
2120 Milwaukee Way  
Tacoma, WA 98421

License Number: WSPFL-01322

## Stand Information

Contact Person: Thomas Meehan  
Phone Number: (425) 359-6001  
County: Snohomish  
Stand Number: SN-08154

## Stand Location:

[Stand Location To Be Completed By Licensee]

3000-420-012 (R 9/05)

WUWA0457

15491

# Fireworks Stand License

License is Non-Transferable and Valid for Only One Stand

*C.M. Duff*  
State Fire Marshal Signature

Detach this wallet card and carry with you for verification of certification.

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

15491

## ANNUAL FIREWORKS STAND LICENSE

Licensee: Kiwanis Club of Marysville  
Contact Person: Thomas Meehan  
License Number: WSPFL-01322  
Stand Number: SN-08154  
Date of Expiration: January 31, 2015  
Location: [Valid For One Stand]

*C.M. Duff*  
State Fire Marshal Signature

Licensee Signature



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2014

DATE (MM/DD/YYYY)

12/5/2013

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

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

<b>PRODUCER</b> Lockton Companies, LLC 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Company	10851	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Everest Indemnity Insurance Company	10851													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630														

**COVERAGES**                      **CERTIFICATE NUMBER:** 12123485                      **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	SI8GL00242-131	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED                      RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX \$ XXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXX

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Additional Insured: Property located at Haggens at 3711 - 88th Street NE in Marysville, WA (Loc # WWH2457). Marysville Kiwanis Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

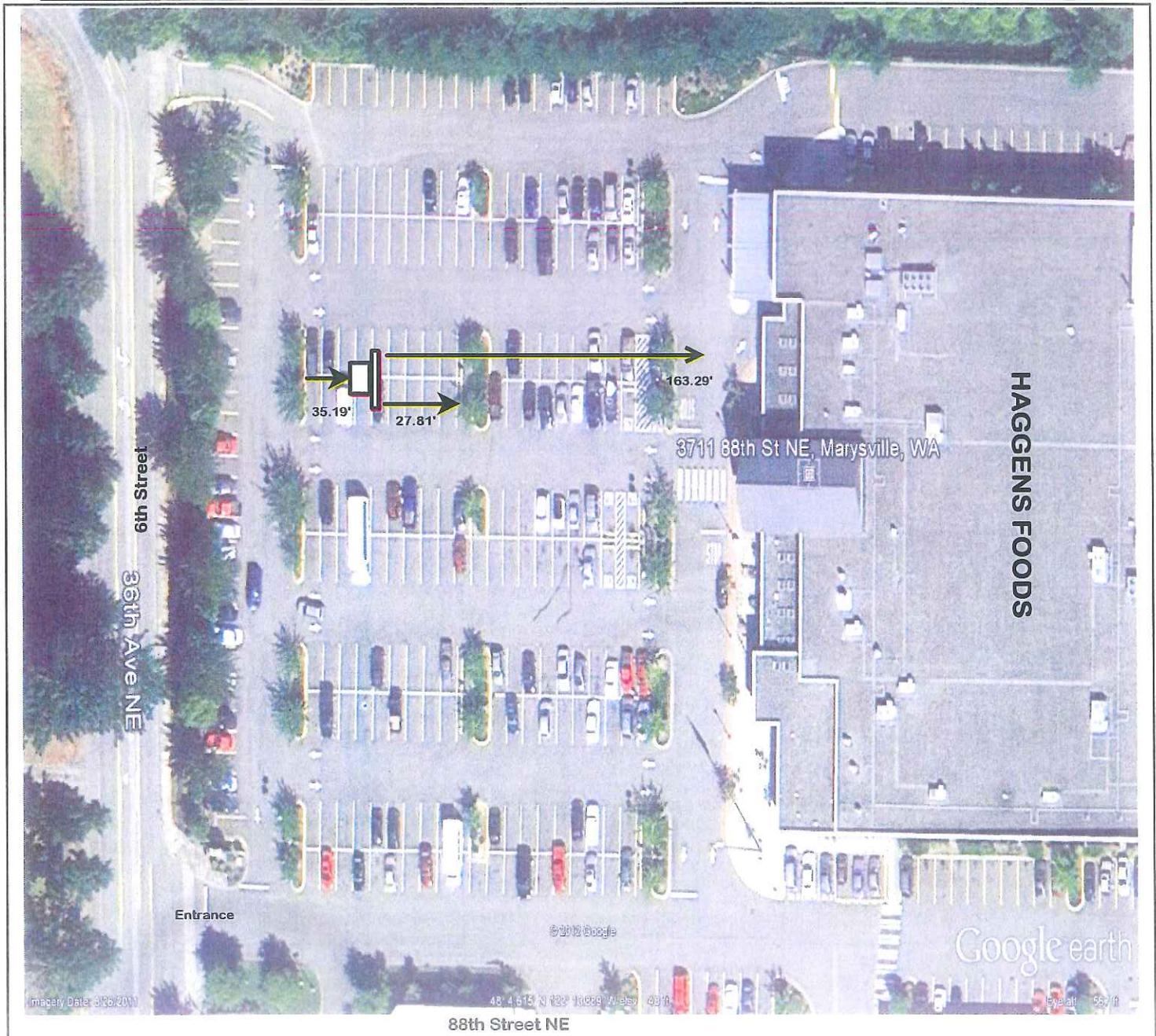
**CANCELLATION**

12123485 City of Marysville Marysville Kiwanis Haggens 1049 State Avenue # 201 Marysville WA 98270	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---

# SITE DIAGRAM

Date Drawn: December 27, 2012  
 Ordinance of: City of Marysville  
 Address: 3711 - 88th Ave NE  
 Store/Center: Haggens Foods  
 City & State: Marysville Washington  
 Cross Streets: 6th St & 88th St. NE  
 Parcel No: \_\_\_\_\_  
 Tent/Stand Faces Direction of: Towards Haggens  
 Tent /Stand Size: 24'

Loc No: WWH-2457



**APPLICATION  
FOR RETAIL FIREWORKS STAND PERMIT**

92

WWH2451

<b>TO:</b> Governing body of city, town, or county in which fireworks stand will be located.	<b>DATE OF APPLICATION:</b> DEC 09, 2013
<b>Applicant Name:</b> KIWANIS CLUB OF MARYSVILLE	<b>Address, City, State:</b> 2120 MILWAUKEE WAY, TACOMA,, WA 98421
<b>Sponsor (If other than applicant):</b> THOMAS MEEHAN	<b>Address, City, State:</b> 2120 MILWAUKEE WAY, TACOMA,, WA 98421
<b>Location of proposed fireworks stand:</b> [Enclose drawing of stand location] 1218 STATE AVE MARYSVILLE, WA      SAFEWAY PLAZA	
<b>Manner and place of storage prior, during, and after sales dates:</b> ON SITE WITH SECURITY	
<b>State Licensed Fireworks Supplier:</b> American Promotional Events NW      2120 Milwaukee Way, Tacoma, WA 98421	

# FIREWORKS STAND PERMIT

For The Fireworks Sales Year Of: 2014

(Must be conspicuously displayed at all times while the stand is open to the public)

By virtue of having been granted a license by the State of Washington and this permit from CITY OF MARYSVILLE the local governing authority, the named person, firm or organization is hereby authorized to sell U.N. 0336 1.4G Consumer fireworks at the location designated herein between the following date and times:

**Sales For July 4<sup>th</sup>**

**Sales For December 31<sup>st</sup>**

From: \_\_\_\_\_ From: \_\_\_\_\_

To: \_\_\_\_\_ To: \_\_\_\_\_

Sponsor: KIWANIS CLUB OF MARYSVILLE

Location: SAFEWAY PLAZA 1258 STATE AVE MARYSVILLE, WA

/s/ \_\_\_\_\_ /s/ Gina Sprak FOR THOMAS MEEHAN  
Signature of Official Granting Permit      Signature of Applicant

Title: \_\_\_\_\_ Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Licensee Name: KIWANIS CLUB OF MARYSVILLE License Number: 01322

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

wwH2451 15471

Washington State Fireworks License

**Fireworks Stand License**

*License is Non-Transferable and Valid for Only One Stand*

Licensee Information

Kiwanis Club of Marysville  
2120 Milwaukee Way  
Tacoma, WA 98421

License Number: WSPFL-01322

*State Fire Marshal Signature*  
Detach this wallet card and carry with you for verification of certification.

Stand Information

Contact Person: Thomas Meehan  
Phone Number: (360) 658-0400  
County: Snohomish  
Stand Number: SN-08135

Date of Expiration: January 31, 2015  
Date of Issue: January 3, 2014

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

15471

ANNUAL FIREWORKS STAND LICENSE

Licensee: Kiwanis Club of Marysville  
Contact Person: Thomas Meehan  
License Number: WSPFL-01322  
Stand Number: SN-08135  
Date of Expiration: January 3, 2015  
Location: [Valid For One Stand]

*State Fire Marshal Signature*  
[Stand Location To Be Completed By Licensee]

Stand Location:

[Stand Location To Be Completed By Licensee]

3000-420-012 (R 9/05)

State Fire Marshal Signature



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2014

DATE (MM/DD/YYYY)  
12/5/2013

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

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

<b>PRODUCER</b> Lockton Companies, LLC 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	NAIC # 10851

COVERAGES WWH2451 CERTIFICATE NUMBER: 12284800 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	S18GL00242-131	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Located at Safeway Plaza 1218 State Ave Marysville, WA (WWH2451) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

12284800  
 City of Marysville  
 Kiwanis Club of marysville  
 1049 State Avenue #201  
 Marysville WA 98270

**CANCELLATION**

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

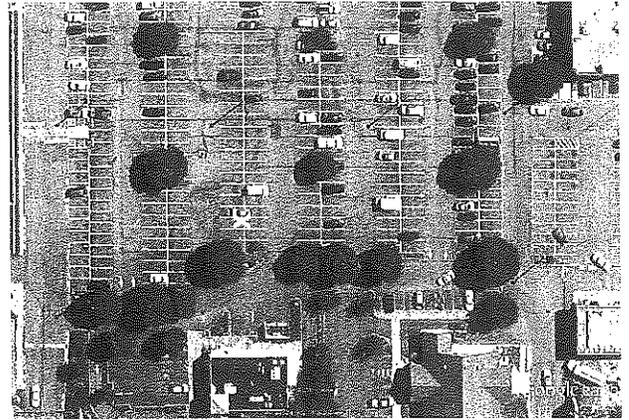
AUTHORIZED REPRESENTATIVE



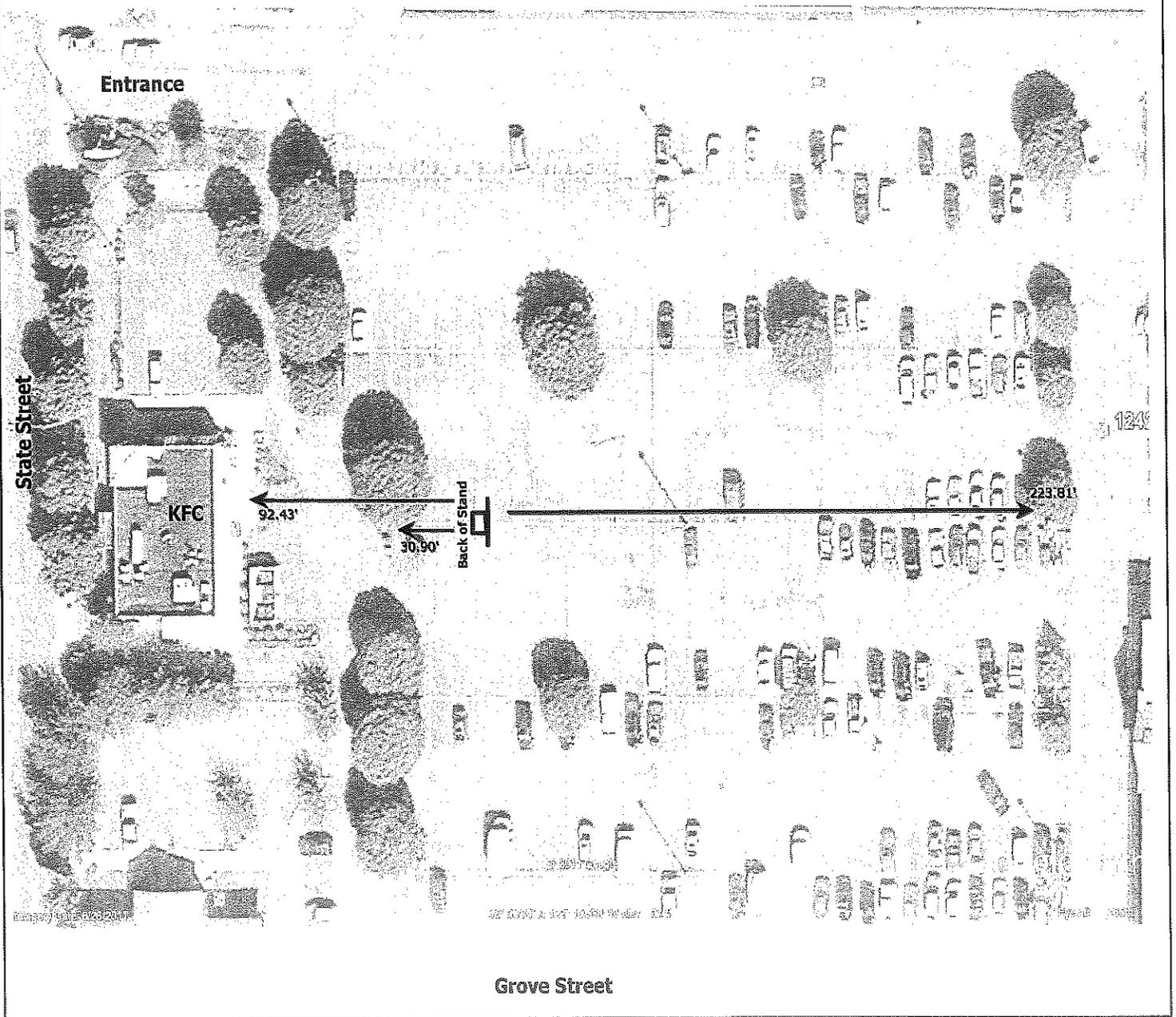
# SITE DIAGRAM

Date Drawn: June 10, 2013  
 Ordinance Of: City of Marysville  
 Address: 1242 State Avenue  
 Store/Center/Lot: Plaza at Marysville/Safeway  
 City & State: Marysville Washington  
 Parcel No: 30052800202600  
 Stand Faces The Direction Of: Facing Safeway  
 Stand Size: 24'

Loc No: WWH-2451



GPS Co-ordinates - 48.3.733 N - 122.10.562 W





Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

WWT2450 15489

# Fireworks Stand License

*License is Non-Transferable and Valid for Only One Stand*

## Washington State Fireworks License

### Licensee Information

Mountain View Assembly of God  
2120 Milwaukee Way  
Tacoma, WA 98421

License Number: WSPFL-01101

*C.M. Duff*  
State Fire Marshal Signature

Detach this wallet card and carry with you for verification of certification.

### Stand Information

Contact Person: Brandon Hart  
Phone Number: (425) 691-7464  
County: Snohomish  
Stand Number: SN-08152

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

15489

### ANNUAL FIREWORKS STAND LICENSE

Licensee: Mountain View Assembly of God  
Contact Person: Brandon Hart  
License Number: WSPFL-01101  
Stand Number: SN-08152  
Date of Expiration: January 31, 2015  
Location: *C.M. Duff*

Date of Issue: January 3, 2014

Date of Expiration: January 31, 2015

Stand Location: \_\_\_\_\_

*[Stand Location To Be Completed By Licensee]*

3000-420-012 (R 9/05)

State Fire Marshal Signature

Licensee Signature



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2014

DATE (MM/DD/YYYY)

10/31/2013

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

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

<b>PRODUCER</b> Lockton Companies, LLC 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
<b>INSURED</b> 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	<b>INSURER A:</b> Everest Indemnity Insurance Company 10851
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** CERTIFICATE NUMBER: 12123088 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	S18GL00242-131	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

Additional Insured: Property located at Fred Meyer located at 9925 State Ave in Marysville, WA (Loc # WWT2450). Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

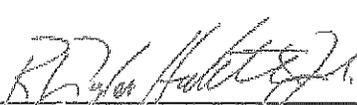
**CERTIFICATE HOLDER**

**CANCELLATION**

12123088  
 Mountain View Assembly of God  
 Fred Meyer  
 City of Marysville  
 1049 State Avenue # 201  
 Marysville WA 98270

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

AUTHORIZED REPRESENTATIVE



# SITE DIAGRAM

Date Drawn: April 28, 2009

Ordinance of: City of Marysville

Address: 9925 Old Hwy 99

Store/Center: Fred Meyer

City & State: Marysville, Washington

Tent Size: 20 X 80

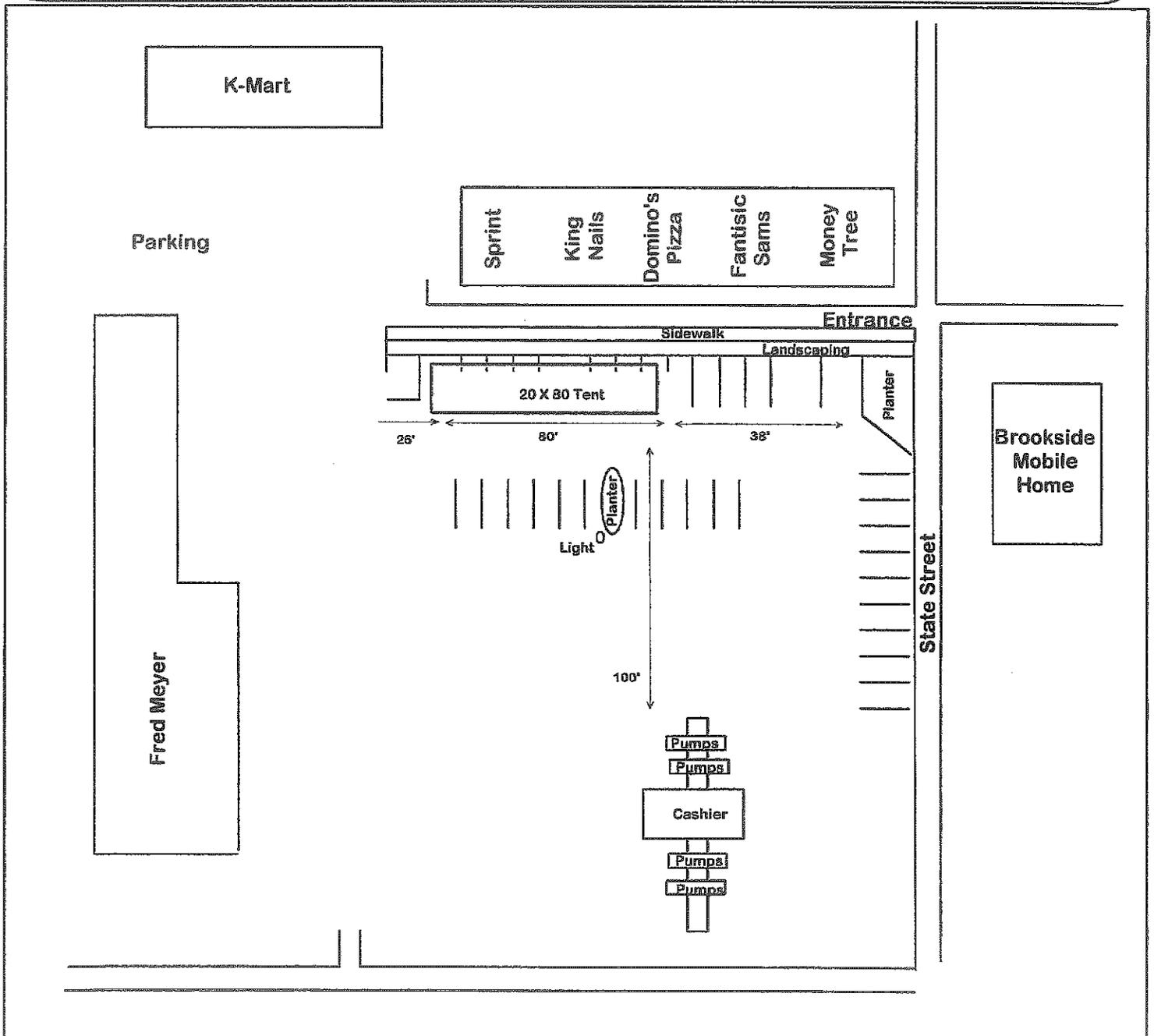
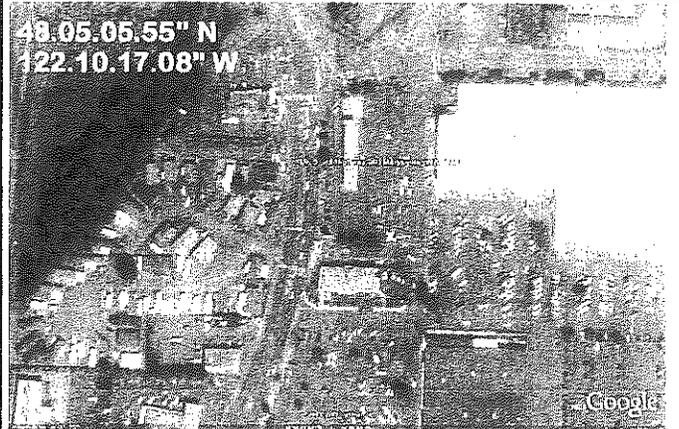
Tent Faces Direction of: North

Parcel No: 30051600402400

**NO STAKES**

Loc No: WWT-2450

48.05.05.55" N  
122.10.17.08" W





**FIRE PROTECTION BUREAU  
FIREWORKS LICENSING PROGRAM**  
PO Box 42600  
Olympia WA 98504-2600  
(360) 596-3914 FAX: (360) 596-3934



**APPLICATION  
FOR RETAIL FIREWORKS STAND PERMIT**

<b>TO</b>	Governing body of city, town, or county in which fireworks stand will be located.	<b>DATE OF APPLICATION</b>	5-14-2014
<b>Applicant Name</b> Joshua Barritt		<b>Address, City, State</b> P.O. BOX 426 AURORA, OR 97002	
<b>Sponsor (If other than applicant)</b> WESTERN FIREWORKS		<b>Address, City, State</b>	
<b>Location of proposed fireworks stand [Enclose drawing of stand location]</b> 301 MARYSVILLE MALL, MARYSVILLE WA			
<b>Manner and place of storage prior, during, and after sales dates</b> ON SITE WITH SECURITY			
<b>State-Licensed Fireworks Supplier</b> WESTERN FIREWORKS INC			

**FIREWORKS STAND PERMIT**

For the Fireworks Sales Year of: 2014  
(Must be conspicuously displayed at all times while the stand is open to the public)

By virtue of having been granted a license by the State of Washington and this permit from \_\_\_\_\_ as the local governing authority, the named person, firm or organization is hereby authorized to sell U.N. 0336 1.4G Consumer fireworks at the location designated herein between the following date and times:

Sales for July 4 <sup>th</sup>	Sales for December 31 <sup>st</sup>
From: <u>JUNE 28<sup>th</sup></u>	From: _____
To: <u>JULY 4<sup>th</sup></u>	To: _____

Sponsor Joshua Barritt

Location 301 MARYSVILLE MALL, MARYSVILLE WA

/s/ \_\_\_\_\_ /s/ [Signature]  
Signature of Official Granting Permit Signature of Applicant

Title \_\_\_\_\_ Agency \_\_\_\_\_

Date \_\_\_\_\_ Permit Number 16463

Licensee Name JOSHUA BARRITT License Number WSPP-02636

Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal

Washington State Fireworks License

Licensee Information

Joshua Barritt  
Post Office Box 426  
Aurora, OR 97002

License Number: WSPFL-02636

Stand Information

Contact Person: Joshua Barritt  
Phone Number: (503) 678-2378  
County: Snohomish  
Stand Number: SN-08820

Date of Expiration  
January 31, 2015

Date of Issue  
April 25, 2014

Stand Location: 301 MARYSVILLE MALL, MARYSVILLE WA  
[Stand Location To Be Completed By Licensee]

3000-420-012 (R 9/05)

16463

**Fireworks Stand License**

License is Non-Transferable and Valid for Only One Stand

  
State Fire Marshal Signature  
Detach this wallet card and carry with you for verification of certification.

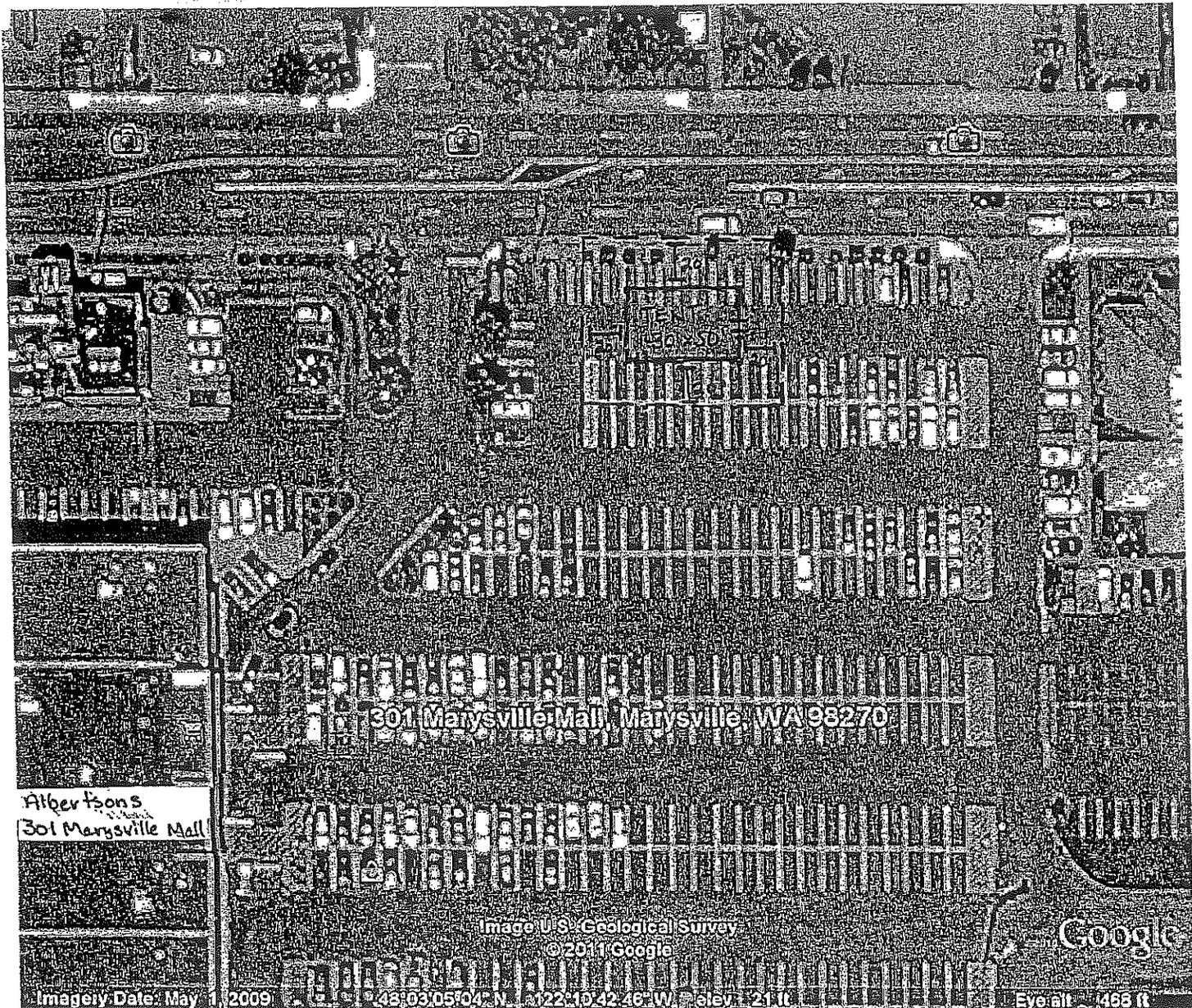
Washington State Patrol  
Fire Protection Bureau  
Office Of The State Fire Marshal  
16463

ANNUAL FIREWORKS STAND LICENSE

Licensee: Joshua Barritt  
Contact Person: Joshua Barritt  
License Number: WSPFL-02636  
Stand Number: SN-08820 [Valid For One Stand]  
Date of Expiration: January 31, 2015  
Location: 301 MARYSVILLE MALL  
[Stand Location To Be Completed By Licensee]

State Fire Marshal Signature





30x50 Tent located in Albertsons parking lot @ 301 Marysville Mall  
 All required signage posted - 20' perimeter marked off - no parking within

# Certificate of Flame Resistance



**REGISTERED APPLICATION CONCERN No.**  
F419.01

ISSUED BY

Avalon Tent Manufacturing  
14928 Shoemaker Ave.  
Santa Fe Springs, CA 90670

Date treated or manufactured

04/27/2007

*This is to certify that the materials described below hereof have been flame retardant treated (or are inherently nonflammable).*

FOR AA Party Rentals ADDRESS 6404 216th. Street SW  
CITY Mountlake STATE WA 98043

**Certification is hereby made that: (Check "a" or "b")**

(a) The articles described below this certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

(b) The articles described below hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use; Fabric has been tested and passes NFPA 701-96.

Trade name of flame-resistant fabric or material used LAM-TEX Chem. Reg. No. \_\_\_\_\_  
Method of application \_\_\_\_\_  
Reg. No. F419.01  
**The Flame Retardant Process Used** Will Not Be Removed by Washing  
(will or will not)

Vince Rosato  
Name of Applicator or Production Superintendent

By Cathy M. Kaplan Diaz  
Title Controller

CONTROL NO.	123219	6 Each	CT2020W	Canopy Top 20x20 1-pc White B/O
CUSTOMER ORDER NO.	AA Party Rentals	2 Each	CT2025W	Canopy Top 20x25 1-pc White B/O
CUSTOMER INVOICE NO.	304030607	6 Each	CT2030W	Canopy Top 20x30 1-pc White B/O
YARDS OR QUANTITY	9050	6 Each	CT2040W	Canopy Top 20x40 1-pc White B/O
COLOR	White B/O Polish	6 Each	CT2020W2	Canopy Top 20x20 2-pc White B/O Lace
STYLE	15-61	4 Each	CM205W	Canopy Middle 20x5 White B/O Lace
DATE PROCESSED	04-27-2007	4 Each	CM2010W	Canopy Middle 20x10 White B/O Lace
		12 Each	CM2020W	Canopy Middle 20x20 White B/O Lace
		8 Each	CT3030W	Canopy Top 30x30 1-pc White B/O
		3 Each	CM3010W	Canopy Middle 30x10 White B/O Lace
		2 Each	CM3015W	Canopy Middle 30x15 White B/O Lace
		8 Each	CT4040W2	Canopy Top 40x40 2-pc White B/O Lace
		3 Each	CM4010W	Canopy Middle 40x10 White B/O Lace
		2 Each	CM4020W	Canopy Middle 40x20 White B/O Lace
		8 Each	RG10W	Rain Gutter 10 Ft. White B/O
		10 Each	RG15W	Rain Gutter 15 Ft. White B/O
		10 Each	RG20W	Rain Gutter 20 Ft. White B/O
		10 Each	RG30W	Rain Gutter 30 Ft. White B/O
		10 Each	RG40W	Rain Gutter 40 Ft. White B/O
		15 Each	SW1015WW	Side Wall 10x15 White With Window
		42 Each	SW1020WW	Side Wall 10x20 White With Window

## Chapter 9.20 FIREWORKS

### Sections:

- 9.20.010 State statutes adopted.
- 9.20.015 Additional definitions.
- 9.20.020 Date and time limits for sale or discharge of consumer fireworks.
- 9.20.070 Permit procedure.
- 9.20.080 Action by city council.
- 9.20.090 Issuance of – Nontransferable.
- 9.20.110 Operation of fireworks stands.
- 9.20.120 Temporary fireworks stand specifications.
- 9.20.125 Enforcement – Revocation of permit.
- 9.20.130 Penalties for violations.

### **9.20.010 State statutes adopted.**

The following sections of the State Fireworks Law (Chapter 70.77 RCW) are adopted by reference, including any amendments to the same which may hereafter be enacted by the state of Washington:

#### RCW

- 70.77.126 Definition of "fireworks."
- 70.77.131 Definition of "display fireworks."
- 70.77.136 Definition of "consumer fireworks."
- 70.77.138 Definition of "articles pyrotechnic."
- 70.77.141 Definition of "agricultural and wildlife fireworks."
- 70.77.146 Definition of "special effects."
- 70.77.160 Definition of "public display of fireworks."
- 70.77.165 Definition of "fire nuisance."
- 70.77.180 Definition of "permit."
- 70.77.190 Definition of "person."
- 70.77.205 Definition of "manufacturer."
- 70.77.210 Definition of "wholesaler."
- 70.77.215 Definition of "retailer."
- 70.77.230 Definition of "pyrotechnic operator."
- 70.77.255 Acts prohibited without a license.
- 70.77.285 Public display permit – Bond.
- 70.77.290 Public display permit.
- 70.77.295 Public display permit – Amount of bond.
- 70.77.311 Exemptions from licensing.
- 70.77.335 License authorizes activities of salesmen, employees.
- 70.77.405 Authorized sales of toy caps, tricks, novelties.
- 70.77.410 Public displays not to be hazardous.
- 70.77.415 Supervision of public displays.
- 70.77.420 Storage permit required.

- 70.77.425 Approved storage facilities required.
- 70.77.430 Sale of stock after revocation or expiration of license.
- 70.77.450 Examination, inspection of books and premises.
- 70.77.480 Prohibited transfers of fireworks.
- 70.77.485 Unlawful possession of fireworks – Penalties.
- 70.77.488 Unlawful discharge or use of fireworks – Penalty.
- 70.77.510 Sales or transfers of display fireworks – Penalty.
- 70.77.515 Sales or transfers of consumer fireworks – Penalty.
- 70.77.520 Unlawful to permit fire nuisance where fireworks kept – Penalty.
- 70.77.535 Articles pyrotechnic, special fireworks for entertainment media.
- 70.77.545 Violation a separate, continuing offense.
- 70.77.547 Civil enforcement not precluded.
- 70.77.580 Posting by retailers of lists of allowed fireworks.

(Ord. 2737 § 1, 2008; Ord. 2409 § 1, 2002; Ord. 1942 § 1, 1993; Ord. 1778 § 1, 1990; Ord. 1376 § 2, 1984).

#### **9.20.015 Additional definitions.**

The following additional definitions shall apply in this chapter:

“Permittee” means any person issued a fireworks permit in conformance with this chapter. (Ord. 2737 § 1, 2008; Ord. 2409 § 2, 2002).

#### **9.20.020 Date and time limits for sale or discharge of consumer fireworks.**

No fireworks shall be sold or discharged within the city except as follows:

- (1) The sale of consumer fireworks shall be allowed from 12:00 noon to 11:00 p.m. on June 28th and from 9:00 a.m. to 11:00 p.m. on June 29th through July 4th.
- (2) Consumer fireworks may be discharged July 4th only from 9:00 a.m. to 11:00 p.m. and December 31st from 9:00 a.m. to 2:00 a.m. on January 1st. (Ord. 2737 § 1, 2008; Ord. 2529 § 1, 2004; Ord. 2409 § 3, 2002; Ord. 2031 § 1, 1995; Ord. 1942 § 2, 1993).

#### **9.20.070 Permit procedure.**

Any adult person, firm, partnership, corporation or association may apply for a fireworks permit; provided, that the applicant must hold a current business license issued by the city, and must be, or be sponsored by, a person or entity which has a permanent address within the city limits. The application shall be filed with the business licensing specialist or designee.

The application shall include the following:

- (1) Proof that the applicant has been issued a fireworks license or permit by the Chief of the Washington State Patrol acting through the city’s fire marshal;
- (2) A description of the proposed location of the fireworks;

(3) Proof that the applicant has an insurance policy with bodily injury liability limits of \$50,000/ \$1,000,000 for each person and occurrence and \$50,000 for property damage liability for each occurrence. The city shall be named as an additional insured on the policy;

(4) An annual license fee of \$100.00;

(5) Subject to MMC 9.20.080, such permit shall be issued if the application meets the requirements of Chapter 70.77 RCW and all ordinances of the city of Marysville. (Ord. 2890 § 1, 2012; Ord. 2737 § 1, 2008; Ord. 2409 § 4, 2002; Ord. 2031 § 2, 1995; Ord. 1592, 1987; Ord. 1241 § 2, 1982; Ord. 1235 § 3, 1982).

#### **9.20.080 Action by city council.**

Upon seven days' advance written notice to the applicant, the city council shall hold a public meeting on the issuance of a fireworks permit. The city council shall have power, in its discretion, to grant or deny the application, subject to reasonable conditions, if any, as it shall prescribe. The decision of the city council with respect to an application shall be final. (Ord. 2890 § 2, 2012; Ord. 2737 § 1, 2008; Ord. 1241 § 3, 1982; Ord. 1235 § 4, 1982).

#### **9.20.090 Issuance of – Nontransferable.**

Upon approval by the city council of a fireworks permit, the city clerk shall issue the same to the applicant, who thereafter shall be the permittee. The permit shall be for a term of one year. No permit shall be transferable without express approval by the city council. (Ord. 2737 § 1, 2008; Ord. 2409 § 5, 2002; Ord. 1235 § 5, 1982).

#### **9.20.110 Operation of fireworks stands.**

The party holding the fireworks permit shall operate the fireworks stand exclusively by and through its employees, members or designees. At least one adult person (age 18 or over) shall be present at all times a fireworks stand is open to the public. No person under 16 years of age shall be allowed to sell fireworks or remain within a fireworks stand when it is open to the public. (Ord. 2737 § 1, 2008; Ord. 1778 § 2, 1990; Ord. 1241 § 4, 1982; Ord. 1235 § 6, 1982; Ord. 479 § 11, 1962).

#### **9.20.120 Temporary fireworks stand specifications.**

All retail sales of consumer fireworks shall be permitted only from a retailer at a retail fireworks stand or outlet that is temporary, and the sale from any other building or structure is prohibited.

A retail fireworks stand shall be subject to the following provisions, unless preempted by state-wide standards, in which event the state-wide standards shall apply:

(1) No retail fireworks stand shall be located within 25 feet of any other building, nor within 50 feet of any gasoline station.

(2) Retail fireworks stands shall be temporary and need not comply with the provisions of the building code of the city; provided, however, that all stands shall be erected under the supervision of the fire chief, as defined elsewhere in this code, who shall require that the stand be constructed in a manner which shall ensure the safety of attendants and patrons, shall be wired according to state or national electrical code, and shall satisfy any state-wide standards issued by the State Director of Fire

Protection. At least two approved fire extinguishers with 2.5 gallons apiece, or equivalent, shall be maintained at each stand at all times.

(3) Each stand must have two exits.

(4) No retail fireworks stand shall be located closer than 600 feet to another fireworks stand.

(5) All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least 20 feet surrounding the stand.

(6) "No Smoking" signs shall be prominently displayed on the fireworks stand.

(7) Each retail fireworks stand shall be operated by adults only. No fireworks shall be left unattended in a stand.

(8) All unsold stock and accompanying litter shall be removed from the location by 12:00 noon on the sixth day of July of each year.

(9) The retail fireworks stand shall be disassembled and removed from the location by 12:00 noon on the sixth day of July of each year. (Ord. 2737 § 1, 2008; Ord. 2409 § 6, 2002; Ord. 1778 § 3, 1990; Ord. 479 § 12, 1962).

#### **9.20.125 Enforcement – Revocation of permit.**

---

The city fire marshal shall be authorized to enter and inspect all fireworks stands to assure compliance with the provisions of this chapter and to protect the public health, safety and welfare. The fire marshal is authorized to temporarily revoke any permit, for cause. Any party aggrieved by such revocation shall have the right to appeal the same to the city council within 10 days thereafter. The decision of the city council shall be final. (Ord. 2737 § 1, 2008; Ord. 1235 § 7, 1982).

#### **9.20.130 Penalties for violations.**

---

(1) Any person violating this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not exceeding \$1,000, or by imprisonment in the jail for a period not exceeding 90 days, or by both such fine and imprisonment. Further, the license shall be revoked.

(2) Any person violating portions of this chapter specifically designated by this chapter or by RCW as gross misdemeanor or misdemeanor, upon conviction shall be guilty and punished for gross misdemeanor by a fine not to exceed \$5,000 or by imprisonment in jail for a period not to exceed 365 days or by both such fine and imprisonment; for misdemeanor by a fine not to exceed \$1,000 or by imprisonment in jail for a period not to exceed 90 days or by both such fine and imprisonment.

(3) Civil Infraction.

(a) Violations involving possession or discharge of small quantities of fireworks, unless specifically designated in this chapter or RCW as gross misdemeanor or misdemeanor, is a civil infraction, and may be cited as a "civil infraction."

(i) Upon finding that a violation has been committed the person committing the act shall be assessed an amount not to exceed \$500.00 plus applicable statutory assessments.

(ii) Such penalty is in addition to any other remedies or penalties specifically provided by law; nothing in this section precludes the charging of a misdemeanor or gross misdemeanor crime as defined under this chapter or RCW.

(iii) Three or more of said "civil infractions" within any consecutive two-year period of time shall be cited as a misdemeanor as set forth in subsection (1) of this section.

(b) "Civil infraction" has the meaning given that term by Chapter 7.80 RCW, the Infraction Rules for Courts of Limited Jurisdiction ("IRLJ") and any local rule adopted by the Marysville municipal court. (Ord. 2737 § 1, 2008; Ord. 479 § 13, 1962).

---

**The Marysville Municipal Code is current through Ordinance 2959, passed April 28, 2014.**

Disclaimer: The City Clerk's Office has the official version of the Marysville Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.



# *Index #10*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 23, 2014**

<b>AGENDA ITEM:</b> SR 528 and 53 <sup>rd</sup> Ave NE Intersection Improvements	
<b>PREPARED BY:</b> Ryan Morrison, Project Engineer <b>DEPARTMENT:</b> Public Works, Engineering	<b>DIRECTOR APPROVAL:</b> 
<b>ATTACHMENTS:</b> Snohomish County PUD Distribution Easement	
<b>BUDGET CODE:</b> 30500030.563000, R0902	<b>AMOUNT:</b> N/A

**SUMMARY:**

The SR 528 and 53<sup>rd</sup> Ave NE Intersection project involves the installation of 4 signal poles and a luminaire pole. As part of the installation of the northwest signal pole the PUD is being required to move one of their poles to avoid an overhead conflict.

The new pole will be installed within the right of way; however, it will require an guy wire that will extend into the City's Jennings Park property. This easement covers the PUD's installation and maintenance of this guy wire.

<b>RECOMMENDED ACTION:</b> Staff recommends Council authorize the Mayor to sign and execute the PUD Distribution Easement with the PUD to allow installation of a guy wire.
--

**AFTER RECORDING RETURN TO:**  
**Public Utility District No. 1 of Snohomish County**  
**Attn: Real Estate Services - 04**  
**P.O. Box 1107**  
**Everett, WA 98206**



1180 (Rev. 3/92)

**DISTRIBUTION EASEMENT**  
**Underground and/or Overhead**

E- \_\_\_\_\_  
**SW 27 (30-05)**  
**(393075-03) 16602 – W20653**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between  
**CITY OF MARYSVILLE, a municipal corporation of the State of Washington**, hereinafter referred to as Grantor,  
**PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY**, and **Frontier Communications Northwest Inc.**,  
hereinafter referred to as Grantee; WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish,  
State of Washington, described as follows:

**THE NORTH 175 FEET OF THE EAST 122 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE  
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH,  
RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;**

**TOGETHER WITH THAT PORTION OF THE NORTH 175 FEET OF THE NORTHEAST QUARTER OF THE  
SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5  
EAST, W.M., KNOWN AS LOTS 1, 2, AND THE NORTH 2 FEET OF LOTS 3 AND 4, BLOCK 3, PARK ADDITION  
TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF  
PLATS, PAGE 61, IN SNOHOMISH COUNTY, WASHINGTON, , NOW VACATED, AND THE VACATED ALLEY  
ADJOINING SAID LOTS;**

**TOGETHER WITH VACATED 30 FEET FOR STREET ADJACENT TO THE NORTH LINE OF SAID LOTS 1 AND  
2; EXCEPT STATE HIGHWAY AS CONVEYED BY INSTRUMENTS RECORDED UNDER RECORDING  
NUMBERS 2329165, 2329164, AND 8603180082.**

**SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON**

**TAX PARCEL NUMBERS: 30052700302300**

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under  
and upon the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other  
valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents,  
contractors, successors and assigns, the perpetual right, privilege, and authority to construct, erect, alter, improve,  
extend, repair, operate, and maintain electric distribution line facilities consisting of poles and/or structures and/or  
underground facilities, or combinations thereof, with necessary braces, guys, and anchors, and to install or place  
upon or suspend from such poles or facilities, distribution wires, insulators, cross-arms, transformers, and other  
electrical equipment, communication wires and/or cables, and other necessary or convenient appurtenances,  
across, over, under and upon the following described lands and premises situated in the County of Snohomish,  
State of Washington, to-wit:

**That portion of the above described property as shown on Exhibit "A" attached hereto and by this  
reference made a part hereof.**

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for  
the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said  
line, and the right at any time to remove said facilities from said lands.

Also the right at all times to cut and/or trim all brush, timber, trees or other growth standing or growing  
upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said line or to persons  
or property by reason of proximity to said line. Grantor and the heirs, successors, or assigns of Grantor hereby  
covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area  
without approval of the District.

The Grantor and the heirs, successors or assigns of Grantor covenant and agree not to do any blasting  
or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable  
notice in writing to the Grantee, its successors or assigns, of intention so to do.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of land aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

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

*Please sign and have notarized below*

**CITY OF MARYSVILLE**

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

State of Washington )

County of \_\_\_\_\_ ) ss.

)

I certify that I know or have satisfactory evidence that \_\_\_\_\_

signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it,

as the \_\_\_\_\_ of **CITY OF MARYSVILLE, a municipal corporation of the State of**

**Washington**, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

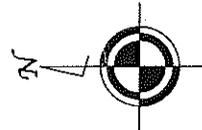
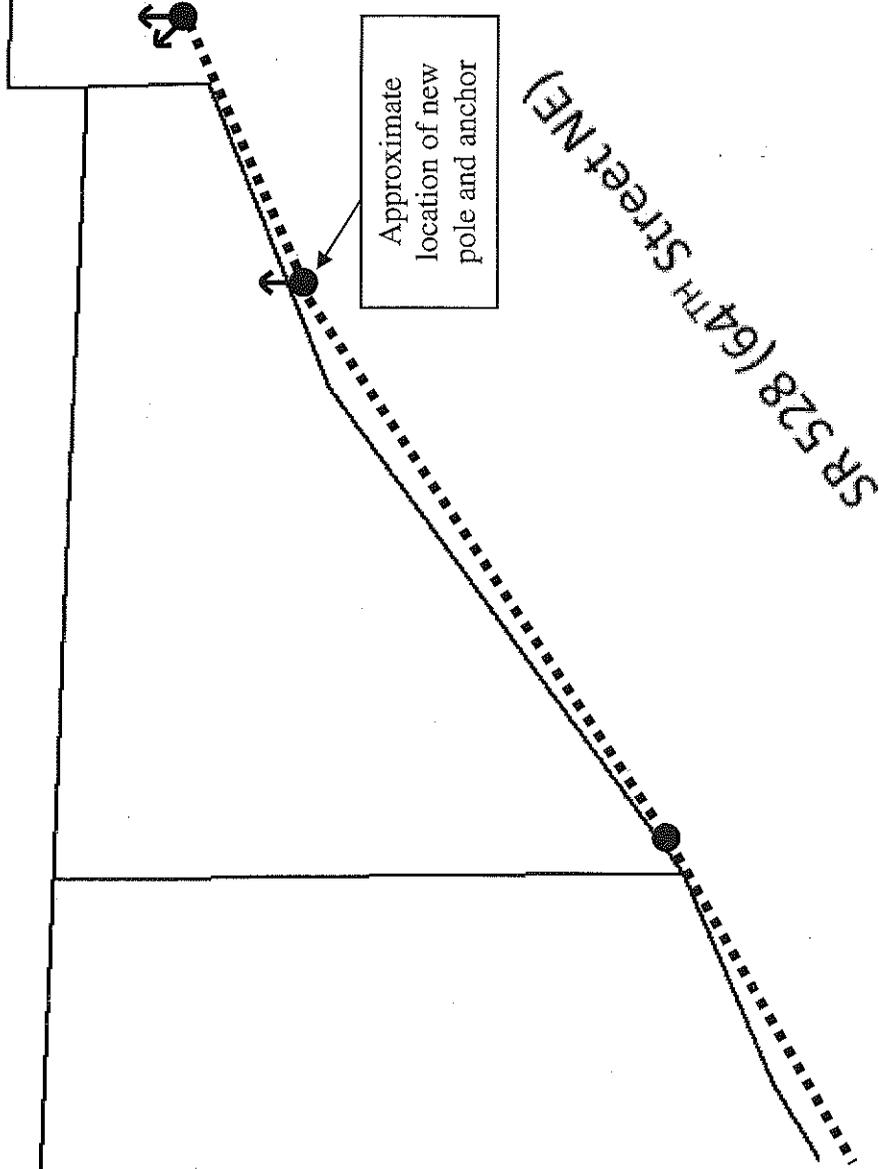
Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public

Commission expires: \_\_\_\_\_

# Exhibit "A"



THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE AN ACCURATE SURVEY

**Not To Scale**

**SW 27-30-05**

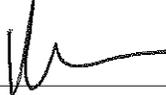
5/27/14	City of Marysville	W.O. #393075-03
		Tax Lot # 30052700302300
		R/W #16602

# *Index #11*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: June 23, 2014**

<b>AGENDA ITEM:</b> Project Acceptance – PUD Acquisition - 99th Ave/42nd St Water Main	
<b>PREPARED BY:</b> Jeff Laycock, Project Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works, Engineering	
<b>ATTACHMENTS:</b> Notice of Physical Completion Letter, Vicinity Map	
<b>BUDGET CODE:</b> 40220594.563000, W1102	<b>AMOUNT:</b> N/A

**SUMMARY:**

The 99<sup>th</sup> Avenue/42<sup>nd</sup> Street Water Main project was constructed as required for the City's acquisition of the PUD water system. This project included the construction of 4,850-feet of 12-inch water main from 91<sup>st</sup> Ave on 42<sup>nd</sup> Street to 99<sup>th</sup> Avenue then south on 99<sup>th</sup> Avenue connecting to the existing PUD system just south of State Route 92. Included in the project was a horizontal directional drill of a 24-inch HDPE casing and the installation of a 16-inch HDPE carrier in the portion under the new WSDOT roundabout at the intersection of SR92 and 99<sup>th</sup> Avenue.

City Council awarded the project to SRV Construction, Inc. on July 22, 2013 in the amount of \$676,425.42 including a management reserve of \$70,000.00. The management reserve was increased by an additional \$110,000 on November 25, 2013 as necessary to account for additional work associated with boring under SR 92. The total funds authorized for the project was therefore \$856,425.42. The project was completed at a cost of \$856,386.03, which was \$179,960.61 or 26.6% above the original bid amount but within the management reserve.

Work performed under this contract was inspected by City staff, the Snohomish County PUD, Snohomish County and the City of Lake Stevens under their associated right-of-way permits. The work was found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to accept the 99th Ave/42nd St Water Main project, starting the 45-day lien filing period for project closeout.

**PUBLIC WORKS**  
Kevin Nielsen, *Director*



80 Columbia Avenue  
Marysville, Washington 98270  
Phone (360) 363-8100  
Fax (360) 363-8284

May 8, 2014

SRV Construction, Inc.  
PO Box 481  
Oak Harbor, WA 98277

**Subject: 99<sup>th</sup> Avenue and 44<sup>th</sup> Street Water Main Extension Project – Notice of Physical Completion**

Dear Mr. Snyder:

In accordance with the contract, the 99<sup>th</sup> Avenue and 44<sup>th</sup> Street Water Main Extension project was considered physically complete as of Friday, May 2, 2014.

Please submit your final pay request to me as soon as possible, including any tonnage tickets for HMA and the force account sheets for the crack sealing. I will also require intents for your striping and crack sealing subcontractor prior to payment.

This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage upon receipt of the following.

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavit of Wages Paid (to be submitted by SRV to the City)

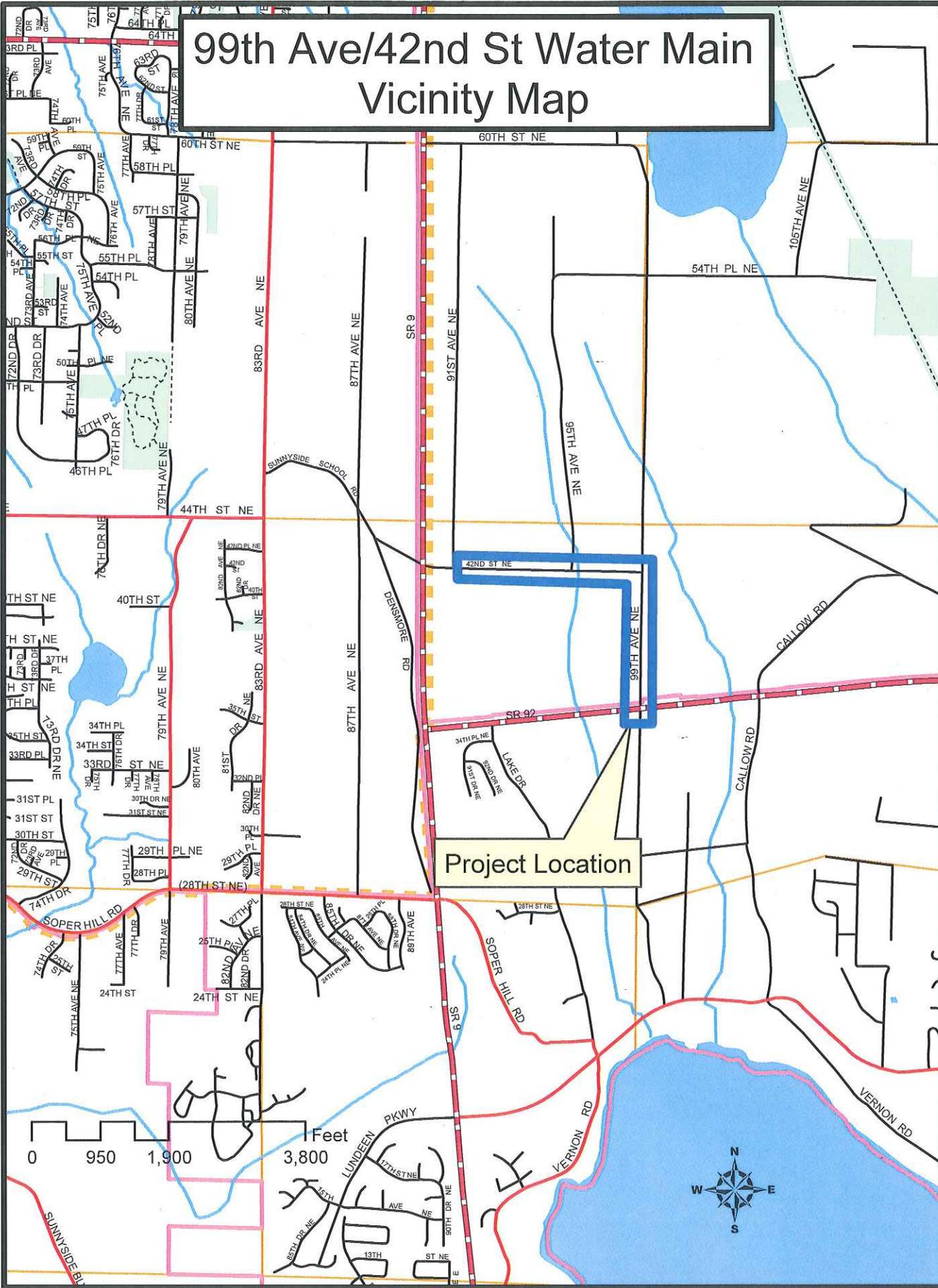
Thank you for working with the City in the successful completion of this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Laycock".

Jeff Laycock, PE  
Project Manager

# 99th Ave/42nd St Water Main Vicinity Map



Project Location

0 950 1,900 3,800 Feet

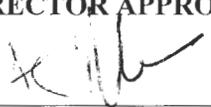


# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 23, 2014**

<b>AGENDA ITEM:</b> Project Acceptance – PUD Acquisition – Soper Hill Water Main	
<b>PREPARED BY:</b> Jeff Laycock, Project Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works, Engineering	
<b>ATTACHMENTS:</b> Notice of Physical Completion Letter, Vicinity Map	
<b>BUDGET CODE:</b> 40220594.563000, W1102	<b>AMOUNT:</b> N/A

**SUMMARY:**

The Soper Hill Road Water Main project was a component of the improvements that were required for the City’s acquisition of the PUD water system. This portion of the project included the construction of approximately 4,000 linear feet of 12-inch water main along Soper Hill Road and approximately 950 linear feet of 8-inch water main in Sunnyside Boulevard to connect to the existing PUD system to the north. Included in the work was the installation of a pressure reducing station that will be supplied by the City.

City Council awarded the project to Reece Trucking and Excavating, Inc. on October 14, 2013 in the amount of \$728,000.10 including a management reserve of \$50,000.00. The project was completed at a cost of \$739,668.49, which was \$11,668.39 or 1.6% above the original bid amount but within the management reserve.

Work performed under this contract was inspected by City staff. The work was found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council’s acceptance of the project for closeout.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to accept the Soper Hill Water Main project, starting the 45-day lien filing period for project closeout.
---



**PUBLIC WORKS**  
Kevin Nielsen, *Director*

80 Columbia Avenue  
Marysville, Washington 98270  
Phone (360) 363-8100  
Fax (360) 363-8284

May 27, 2014

Reece Trucking & Excavating Inc  
PO Box 1531  
Marysville, WA 98270

**Subject: Soper Hill Road Water Main Project W1102 – Notice of Physical Completion**

Dear Mr. Reece:

In accordance with the contract, the Soper Hill Water Main project was considered physically complete as of Friday, May 23, 2014.

Please submit your final pay request to me as soon as possible so we may move forward with final acceptance.

This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval at the first available council meeting. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage upon receipt of the following.

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavit of Wages Paid (require for Reece only)

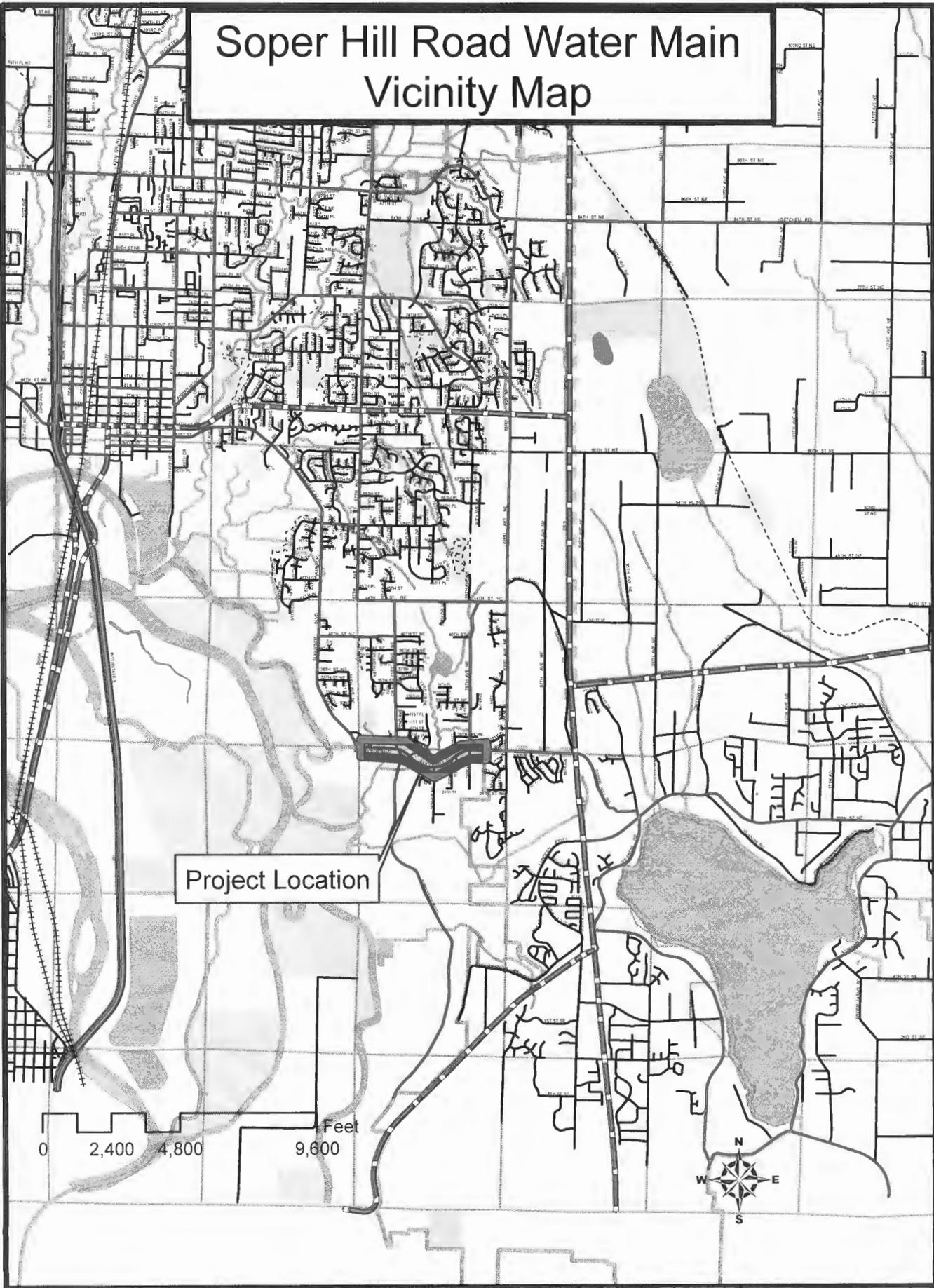
Thank you for working with the City in the successful completion of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Laycock".

Jeff Laycock, PE  
Project Manager

# Soper Hill Road Water Main Vicinity Map



# *Index #13*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

## CITY COUNCIL MEETING DATE: June 23, 2014

AGENDA ITEM: Amendment No. 2 to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County	AGENDA SECTION: New Business	
PREPARED BY: Chris Holland, Planning Manager	APPROVED BY:	
ATTACHMENT: 1. Memo from Kristina Gallant, AHA Analyst, dated 06.04.14 2. Amendment No. 2 to the Affordable Housing ILA 3. Original Affordable Housing ILA (AFN 201311050337)		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

## DESCRIPTION:

Attached is *Amendment No. 2 to Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County*, adding Stanwood as a party to the agreement. The “Board” does not have authority to add a new party or amend the ILA in any way without approval from every party. This amendment simply adds Stanwood as a party, and does not change any other party’s obligations in any way.

As noted in the attached memo from Kristina Gallant, Alliance for Affordable Housing Affordability Analyst, *Amendment No. 3 to Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County*, will be circulated after the Snohomish County Prosecuting Attorney’s office has had an opportunity to review. Amendment No. 3 would give the Alliance Board the authority to admit new members and approve any new member’s initial contribution by a majority vote, without having to seek Council approval from every party.

RECOMMENDED ACTION: Authorize the Mayor to sign <i>Amendment No. 2 to Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County</i> , adding Stanwood as a party to the agreement.
--

COUNCIL ACTION:
-----------------

# Memorandum

To: Alliance for Housing Affordability Membership

From: Kristina Gallant, Alliance for Housing Affordability Analyst

Date: June 4, 2014

Subject: Alliance for Housing Affordability Status Update and Requested Action

---

This memo explains proposed amendments to the Alliance for Housing Affordability's (the "Alliance") Interlocal Agreement ("ILA") and provides an update of the Alliance's progress to date.

## **BACKGROUND**

The Alliance was established to create a venue for cities in Snohomish County to share resources and plan collaboratively for affordable housing, and is intended to function within existing structures to support cities' housing planning efforts in a cost-effective manner. In late 2013, 11 cities, the County, and the Housing Authority of Snohomish County ("HASCO") signed the ILA, which memorialized this collaborative effort. The ILA established the following for the Alliance: a Board of representatives from each member jurisdiction ("Alliance Board"), HASCO as the administrative agency, and the City of Mountlake Terrace as the fiscal agency. The administrative agency hired Kristina Gallant to serve as the Alliance's full time dedicated staff person. In March, the work plan and budget for the period of July 1, 2014 to June 30, 2015 were formally adopted. Since the Alliance was created in 2013, additional cities have expressed interest in joining. Alliance member councils recently approved the City of Arlington to join the Alliance through Amendment 1 to the ILA, which will be effective as of July 1, 2014.

## **AMENDMENT 2**

The City of Stanwood now desires to join the Alliance and the Alliance Board recommends that Alliance governing bodies approve Amendment 2 to the ILA to add the City of Stanwood as an Alliance member effective August 1, 2014. The City of Stanwood's contribution to the Alliance budget has been calculated using the same method that the existing Alliance member cities' contributions have been calculated, prorated to 11 months, and will be due prior to August 1, 2014. As is the case with all existing members, once the City of Stanwood becomes a member, they will have access to Alliance staff for technical assistance, including the provision of an Affordable Housing Profile report.

## **AMENDMENT 3**

The Alliance Board would now like to amend the ILA to create a more streamlined process for adding new members. Therefore, a draft Amendment 3 has been prepared, which would give the Alliance Board the authority to admit new members and approve any new member's initial contribution by a

June 4, 2014

majority vote. This draft Amendment 3 is currently being reviewed by the County Prosecuting Attorney's office. Once this review is completed, the draft Amendment 3 will be circulated to the governing bodies of the remaining Alliance members for further legal review and governing body approval.

### **STATUS UPDATE**

Since being hired in November 2013, my work has largely been occupied by preparing "housing profiles" for every Alliance member. These profiles provide an in-depth analysis of each jurisdiction's entire housing stock juxtaposed with local demographics and trends, and draw from a wide range of data sources. They are written to be highly readable and informative, even for those with limited knowledge of housing policy, and include an array of maps, tables, charts, and other visual aids. I developed the profile model as an intern supporting the group from 2012-2013, and have completed profiles for six cities to date. A seventh profile is near completion, with the remaining profiles scheduled for completion by August.

While most of my time is currently devoted to the profiles project, I am preparing to move forward with other elements of the work plan after all profiles are complete. In general, I will be shifting from working to understand the demographics and housing stock in all member jurisdictions to providing more technical expertise and education on housing issues, tailored to suit the varying needs of each member jurisdiction. This includes developing a website for the Alliance, which will come online by the end of the second quarter of this year. In addition to providing updates on the Alliance's progress, this website will serve as a resource for the officials and employees of Alliance members on housing policy tools and news.

I anticipate that a major portion of my work in the latter half of 2014 will be to support Alliance members preparing housing elements for their 2015 comprehensive plan updates. I am available to assist Alliance members' officials and staff as needed through this process.

### **RECOMMENDED ACTION**

The Alliance Board recommends that Alliance governing bodies approve Amendment 2 to the ILA to add the City of Stanwood as an Alliance member effective August 1, 2014.

After Recording Return to:

City of Mountlake Terrace  
6100 219<sup>th</sup> Street SW, Suite 200  
Mountlake Terrace, WA 98043-0072

**Amendment No. 2**  
**To Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination**  
**Relating to Affordable Housing Within Snohomish County**

THIS AMENDMENT NO. 2 to that certain Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County effective November 5, 2013 (the "Agreement"), as amended by Amendment No. 1 on July 1, 2014, is made by and among the cities of Arlington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, and Snohomish, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (herein each referred to individually as a "Party" and collectively as the "Parties"). This Amendment No. 2 shall be effective as of August 1, 2014.

WHEREAS, the city of Stanwood, a municipal corporation organized under the laws of the State of Washington, wishes to sign onto the Agreement and be bound by all of the terms and conditions of the Agreement; and

WHEREAS, the Parties wish to add the city of Stanwood as a Party to the Agreement; and

NOW, THEREFORE, the Parties agree as follows:

1. The introduction to the Agreement is hereby amended to read in its entirety as follows:

"This Interlocal Agreement ("Agreement") is made and entered into by and among the cities of Arlington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish, and Stanwood, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW;

and Snohomish County, a political subdivision of the State of Washington (herein each referred to individually as a "Party" and collectively as the "Parties"). This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the governing body of each Party. The Parties agree as follows:"

- 2. Section 5 (c) of the Agreement, Proposed Annual Budget, is hereby amended to add the following two sentences after the first sentence:

"The city of Stanwood's contribution for fiscal year July 1, 2014 through June 30, 2015, shall be \$944, which has been determined per Section 5 (c) (ii) of the Agreement. The city of Stanwood's contribution shall be paid to the Fiscal Agent by July 30, 2014."

- 3. Section 13 (d) of the Agreement, Notice Addresses of Parties, is hereby amended to add the following text after the first sentence:

"City of Stanwood

Ryan Larsen, Community Development Director  
10220 270<sup>th</sup> St NW  
Stanwood, WA 98292  
(360) 629 - 2181  
ryan.larsen@ci.stanwood.us"

This Amendment No. 2 may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Amendment No. 2. The undersigned signatories represent that they are authorized to execute this Amendment No. 2 on behalf of the respective Party for which they have signed below. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 as of the effective date set forth above.

**CITY OF ARLINGTON**

**CITY OF EDMONDS**

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EVERETT**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF GRANITE FALLS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LAKE STEVENS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LYNNWOOD**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MARYSVILLE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MILL CREEK**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MOUNTLAKE TERRACE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MUKILTEO**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF SNOHOMISH**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF STANWOOD**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF WOODWAY**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**HOUSING AUTHORITY OF SNOHOMISH COUNTY    SNOHOMISH COUNTY**

By: \_\_\_\_\_  
Signature                      Date

By: \_\_\_\_\_  
Signature                      Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Return Address**  
 City of Mountlake Terrace  
 6100 219<sup>th</sup> Street SW, Suite 200  
 Mountlake Terrace, WA 98043-0072

201311050337 CONFORMED COPY  
 11/05/2013 11:05am 38 PGS \$69.00  
 SNOHOMISH COUNTY, WASHINGTON

COVER SHEET FOR RECORDING

Please print or type information

Document Title (or transactions contained therein):	
1. <b>Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County</b>	
Reference numbers(s) of documents assigned or released: (on page _____ of document(s))	
Grantor(s) (Last name first, then first name and initials)	Additional Grantors on Page: <u>1</u>
<b>City of Mountlake Terrace</b>	
Grantee(s) (Last name first, then first name and initials) <i>Snohomish County</i>	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)	
Assessor's property tax parcel/account number:	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. RecCoverSht.doc	

N:\PLANNING\Contracts\_&\_Consultants\Interlocal Agreemt\Recording CoverSht\_Inter-Jurisdictional Coordination Relating to Affordable Housing\_Sno County.doc



**INTERLOCAL COOPERATION AGREEMENT FOR INTER-JURISDICTIONAL  
COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN SNOHOMISH  
COUNTY**

This Interlocal Agreement ("Agreement") is made and entered into by and among the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, and Snohomish, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (herein each referred to individually as a "Party" and collectively as the "Parties"). This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the governing body of each Party. The Parties agree as follows:

RECITALS

WHEREAS, the Parties have a common goal to facilitate the availability of housing within Snohomish county and their respective jurisdictions that meets the needs of all income levels; and

WHEREAS, the Parties desire to provide a common foundation for housing policies and programs in Snohomish County and to complement—without duplication of or conflict with—the efforts of existing governmental and non-governmental organizations to address housing needs in Snohomish county; and

WHEREAS, the Parties further desire to act cooperatively (1) to educate and provide technical expertise in support of the affordable housing goals and policies of the Parties, as communities in Snohomish county; (2) to foster efforts to provide affordable housing by encouraging funding of housing projects from any combination of public, non-profit, and private-sector resources; (3) to seek opportunities to leverage resources to support implementation of the housing goals and policies of the state Growth Management Act and the Countywide Planning Policies relating to affordable housing; and (4) to accomplish the foregoing purposes efficiently and expeditiously; and

WHEREAS, the Parties have determined that one efficient and expeditious method for addressing affordable housing needs in Snohomish county is through the cooperative action by the Parties contemplated by this Agreement; and

WHEREAS, this cooperative undertaking is not intended to duplicate or to be in conflict with efforts of public, private, and non-profit corporations and other entities, including the Parties, already providing affordable housing-related services;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to create a venue for the Parties to

undertake planning, cooperation and education in support of the goal of enhancing the supply of affordable housing in Snohomish county.

2. Term. This Agreement shall be effective when it has been both (a) executed by the Parties and (b) filed in the offices of the Snohomish County Auditor. The term of this Agreement will expire on June 30, 2015, unless:

(a) the Agreement is terminated earlier by action of the Parties in accordance with Section 7(a) hereof; or

(b) a simple majority of the Joint Board membership vote to extend the Agreement prior to March 31, 2015. The Parties may continue to vote in this manner to extend the Agreement in two (2) year increments prior to March 31<sup>st</sup> of the final year of each term.

3. Governance. To accomplish the purpose of this Agreement, a Board of representatives from the Parties is hereby created (the "Joint Board"). The Joint Board shall have policy-making and oversight authority over the activities undertaken in this Agreement. The cooperative undertaking of the signatories to this Agreement shall be known as the Alliance for Housing Affordability ("Joint Board" or "AHA").

(a) Representatives. The Joint Board shall consist of authorized representatives of the Parties. Each Party shall appoint one individual to act as its Representative. No later than 30 days following the effective date of this Agreement and thereafter no later than January 31 of each calendar year, each Party shall provide notice in writing to the other Parties of the identity and contact information for its Representative.

(b) Alternates. Each Party may designate one individual to serve in the place of its Representative on the Board during the Representative's absence or inability to serve. If an Alternate is designated by a Party, the Party shall notify the Joint Board in the manner described in subparagraph (2)(a) above.

(c) Meetings. A quorum of the Board shall consist of a simple majority of the Representatives (or Alternates serving in their stead) being present at the meeting.

(i) All meetings of the Board shall be open to the public and held in accordance with the Open Public Meetings Act, Chapter 42.30 RCW (the "OPMA").

(ii) Subject to the provisions of this Agreement and the OPMA, the Joint Board shall establish procedures for operations, meetings, and the frequency of meetings, provided that the Board shall meet not less often than quarterly.

(iii) Meetings of the Board shall be conducted according to Robert's Rules of Order, except when the Board agrees to waive or suspend those Rules. The Board shall provide for written minutes of all meetings of the Board.

(d) Voting. Action taken by the Board shall be by majority vote of those Representatives present (including Alternates serving in the absence of the appointed Representatives) except that a change in the Administrative Agency appointed shall require an affirmative vote of at least the majority of the Joint Board membership.

(e) Officers of Joint Board. The Representatives shall each year elect from their number a Chair and Vice Chair. The Chair shall set the agenda, preside over all meetings of the Board, and shall, with the assistance of the Administrative Agency, process issues, organize meetings, and provide for administrative support as required by the Joint Board. The Vice Chair shall fulfill the duties of the Chair in the absence, incapacity or resignation of the Chair.

4. Authorized Actions of the Joint Board. The Parties agree that the Joint Board shall have the authority to:

- (a) Develop housing information to assist local elected officials;
- (b) Provide technical assistance to Parties for their use in developing and implementing local housing policies, programs and regulations;
- (c) Educate on housing issues, and resources available to assist in the development and retention of affordable housing;
- (d) Propose to the Parties methods for attracting additional public, private, and not-for-profit investment into affordable housing, including by coordinating, leveraging or contributing local resources;
- (e) Identify opportunities for retention of existing sustainable housing;
- (f) Support, on a planning and technical assistance level, the activities of Parties in aid of the construction of affordable housing;
- (g) Discuss and bring forward proposals for cooperation among the Parties in promoting affordable housing; which shall be referred to the governing bodies of the Parties for consideration;
- (h) Monitor legislative and regulatory activities related to affordable housing at the state and federal levels;
- (i) Research model programs, develop draft legislation, prepare briefing materials, and make presentations to planning commissions and councils upon request by a

Party;

(j) Develop technical information about standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing;

(k) Recommend an annual budget for approval by the governing body of each Party, which shall detail the authorized expenditures for the coming fiscal year;

(l) Establish an annual work-plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget;

(m) Submit an annual report to the governing body of each Party, apprising that Party of the tasks undertaken and accomplishments of the Joint Board in the previous fiscal year;

(n) Take other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

(5) BUDGET; APPROPRIATIONS; OTHER FISCAL MATTERS.

(a) Fiscal Year. The Joint Board shall operate for budgeting and expenditure purposes on the basis of a fiscal year beginning July 1 and ending the following June 30.

(b) Initial Year of the Agreement. The Parties have appropriated funds for the first year's budget of the Joint Board. The appropriated funds are shown on Attachment A to this Agreement. Upon execution of this Agreement, the Administering Agency may bill each Party for the committed funds and deposit them in the Operating Fund (see Paragraph 5(d) below). Funds granted for the purposes of this Agreement from the Gates Foundation (also shown on Attachment A) will also be deposited in the Operating Fund. The budget and work plan for the fiscal year July 1, 2013 through June 30, 2014 is shown on Attachment B.

(c) Proposed Annual Budget. For the fiscal year July 1, 2014 through June 30, 2015, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by September 1, 2013. For each fiscal year thereafter, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by June 1 of the preceding calendar year.

(i) The recommended operating budget shall include, but not be limited to,

reimbursements to the Administrative Agency for staff support, consultant, vendor and contractor costs and other costs for the work plan, and shall contain itemizations of all categories of budgeted expenses.

(ii) Each Party's proposed contribution shall be calculated as a percentage of the entire proposed budget, with that percentage determined on a per capita basis after factoring for available funds from grants and carryover of unspent funds from a previous budget.

(d) Authorization by Parties; Revisions. Upon receipt of the Joint Board-proposed budget, each Party shall consider approval and appropriation of its share of the proposed budget for the upcoming Fiscal Year in order to determine the amount of its payment to the Operating Fund. A Party's contribution may consist, in whole or in part, of in-kind services, if approved in the Final Budget. If any Party does not approve and appropriate its share of the Joint Board-proposed budget, it shall notify the Board, through the Party's Representative, of the amount it would be willing to approve and appropriate. The Joint Board shall then reconsider the budget and work plan and make adjustments accordingly. The revised budget will then be resubmitted to the Parties for consideration. The Parties acknowledge and agree that no commitment to pay any Party's share of a Joint Board-budgeted amount shall be effective absent an appropriation of funds by the legislative body of that Party in accordance with state and local law.

(e) Adoption of Final Budget. Upon approval of a budget and appropriation of their respective shares by the legislative bodies of all Parties, the Joint Board shall adopt the final budget and begin implementation of the work plan. The budget shall be adopted by the Joint Board no later than the March 31 preceding the commencement of the next-ensuing Fiscal Year.

(f) Billings; Payments. The Fiscal Agent shall mail billings based on the approved budget to each Party by no later than the April 30 preceding each Fiscal Year. Payments shall be due from the Parties by no later than June 15 and shall be deposited by the Administrative Agency upon receipt into the Operating Fund.

(g) Budget Amendments. No approved Joint Board budget shall be modified unless and until approved by the legislative bodies of the Parties and the Board in accordance with the procedures set forth in subsections (b)-(d) above, except that the Board may make modifications to the budget that carry out the work program so long as the total amount of the budget is not increased.

(h) No Other Charges. Except for the annual payments based upon an approved budget as set forth above, no separate dues, charges, or assessments shall be recommended to the Parties except upon affirmative vote of at least a majority of the membership of the Board.

6. Administration. The Joint Board shall appoint an Administrative Agency who is willing and capable of providing fiscal, technical and administrative support to the Joint Board.

(a) Duties of Administrative Agency. The Administrative Agency shall provide services, including but not limited to:

- (i) administrative support for Board meeting (including preparing meeting notices, agendas and minutes);
- (ii) responding to requests for public records;
- (iii) conducting audits;
- (iv) procuring and entering into contracts with consultants, vendors or other contractors on behalf of the Parties;
- (v) developing a proposed annual work plan and budget for Board consideration;
- (vi) serving as fiscal agent to the Joint Board, provided that the Joint Board may appoint a separate Party to be the "Fiscal Agent" or "Fiscal Agency" in accordance with the procedure set out in subsection (6)(i), and the duties set out in subsection (c), (d), (e), and (g) of this section will apply to the separate Fiscal Agency;
- (vii) applying for grants; and
- (viii) providing such other services as the Board directs and are within the authority of this Agreement and the Board-adopted work plan and budget.

(b) Administrative Agency Actions in Conformity with Its Internal Policies and Procedures. At all times, the Administrative Agency shall comply with applicable legal authorities. This shall include following the Administrative Agency's own internal processes applicable to comparable actions taken on its own behalf, including its contracting and procurement policies. At each regular meeting of the Board, the Administrative Agency shall report on the status of its activities including contracting, grant applications and any proposed changes to the Board-adopted work plan and budget.

(c) Fiscal Agent. The Fiscal Agent, or Administrative Agency acting as the fiscal agent, shall receive and deposit into, and expend funds from, the Operating Fund created by Section 6(d) hereof for Joint Board purposes only. At all times, the Fiscal Agent and Administrative Agency shall comply with applicable legal authorities and its own internal processes regarding its action. At each regular meeting of the Board, the Fiscal Agent and Administrative Agency shall report on the status of its activities including Operating Fund receipts and expenditures.

(d) Operating Fund. The Fiscal Agent or Administrative Agency acting as the Fiscal Agent shall establish a fund which shall constitute the "operating fund of the Joint Board" for purposes of RCW 39.34.030(4)(b) and is herein referred to as the Operating Fund. All funds received on behalf of the Joint Board shall be deposited in the Operating Fund and all costs and reimbursements paid on behalf of the Joint Board shall be paid from the Operating Fund. At the Fiscal

Agent's sole discretion, the Operating Fund may be established as an administrative fund or sub-fund within an existing fund. The Parties agree that interest will not accrue on the Operating Fund.

(e) Accounting. Budgeting procedures and records shall conform to generally accepted accounting principles and to the State Auditor's budget, accounting and reporting ("BARS") manual, and shall be subject to disclosure and audit as provided by applicable law.

(f) Services and Reimbursement. The Administrative Agency shall be reimbursed for its costs in providing the services required as Administrative Agency.

(i) The Administrative Agency will provide qualified staffing for technical and administrative services to the Joint Board. After considering the advice and recommendations of the Joint Board, the Administrative Agency will designate a level of qualified staffing necessary to carry out the Board's annual work plan consistent with the approved budget in order to provide technical and administrative services as set out by the Joint Board work plan.. Designated staff rendering services hereunder shall be considered employee(s) of the Administrative Agency for all purposes. The Administrative Agency shall be responsible for all aspects of the staff's employment including but not limited to wages, benefits, performance, discipline and termination. The Administrative Agency shall address staffing issues within sixty (60) days of a receipt of a written request from the Joint Board outlining the reasons for said request. Any written request related to staffing shall be delivered to the Administrative Agency personally or by certified or registered mail.

(ii) The Administrative Agency shall be reimbursed for the wages of designated staff providing services that are related to and required to carry out the duties of the Administrative Agency as set out in the annual budget and work plan.

(iii) Any contract expenditures or other costs incurred by the Administrative Agency at the direction of the Joint Board or required under this Agreement shall also be reimbursed, and such costs shall be reflected in the annual budget and work plan.

(g) Liabilities of Fiscal Agent, Administrative Agency; Late Payments; Failures to Pay. The Fiscal Agent or Administrative Agency may not incur costs that exceed the approved budget and shall not be obliged to incur costs or advance its own funds if the Operating Fund balance is not sufficient to cover costs payable from the Operating Fund. In the event that one or more Parties do not remit payment within the timeframes prescribed by this Agreement, the Fiscal Agent or Administrative Agency may, but is not obliged to, make a payment to avoid

breach of an obligation with an outside party such as a consultant, vendor or contractor. Each Party shall be responsible and liable to the other Parties for interest and other costs, claims or liabilities of any kind that result from late payment by the Party, and the late-paying Party shall defend, indemnify and hold harmless the other Parties from such costs, claims or liabilities resulting from the late payment. For clarification and without limiting the foregoing, the late-paying Party will be responsible for any late payment charges. In the event that a Party fails to pay its individual share of the Board's adopted final budget, the other Parties may also seek a judgment against said Party. Any costs incurred to seek the judgment and recover costs will be charged in full against the responsible Party.

(h) Initial Appointment. The initial Administrative Agency shall be the Housing Authority of Snohomish County.

(i) Change in Administrative Agency. The Administrative Agency may be changed by a majority vote of the majority of the membership in the Joint Board. The Administrative Agency may resign from its appointment on ninety (90) days written notice.

## 7. Termination of Agreement.

(a) By Affirmative Vote. This Agreement may be terminated at any time by affirmative vote of a majority of the Joint Board Representatives.

(b) Withdrawal. Any Party may withdraw from this Agreement and thereby terminate its participation in the Agreement by providing 90 days' prior written notice to every other Party and to the Joint Board. Upon withdrawal, any contributions previously authorized by the governing body of the Party for that fiscal year shall remain in the Operating Fund, to meet any obligations incurred in reliance upon the approved Budget. In the event any Party fails to approve and appropriate funds to pay for the next fiscal year's budget by March 1 of any year, such Party shall be deemed to have provided notice of withdrawal effective upon June 30 of the then current fiscal year. Additionally, should the Housing Authority of Snohomish County cease to be the Administrative Agency, by vote or resignation, the Housing Authority of Snohomish County will be deemed to have submitted a notice of withdrawal pursuant to the provisions of this subsection.

(c) Expiration. This Agreement shall expire automatically if the Joint Board fails to vote to extend prior to the expiration date as set forth in section 2(b) of this Agreement, or if there is less than three remaining Parties.

(d) Acts Upon Termination. Upon termination of this Agreement, the Joint Board shall be dissolved and the Board shall establish a plan of dissolution for payment of outstanding bills and obligations, payment of ongoing obligations incurred prior to dissolution and other terms to wind up the affairs of the Joint

Board. All assets and liabilities of the Joint Board shall be dispensed with [and property acquired or set aside during the life of the Agreement shall be disposed of in the following manner:

- (i) all assets contributed without charge by any Party shall revert to the contributing Party;
- (ii) all assets acquired by the administering agency for the purpose of carrying out the work of the Joint Board and purchased by the Parties contributions during the term of the Agreement shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget during the fiscal year the asset was acquired;
- (iii) any liability remaining after the application of unencumbered funds shall be dispensed consistent with the approved budget as determined by the Board; and
- (iv) except as provided by this Agreement, all unexpended and unencumbered funds held in the Operating Fund shall be distributed by the Fiscal Agency to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated.

#### 8. Indemnification and Hold Harmless.

(a) Each Party shall, indemnify and hold other Parties (including without limitation the Party serving as, and acting in its capacity as the Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. In the event of recovery due to the aforementioned circumstances, the Party responsible for any such wrongful acts or omissions shall pay any judgment or lien arising therefrom, including any and all costs and reasonable attorneys fees as part thereof. In the event more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorneys fees, shall be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

(b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party hereto (including without limitation the Party serving as, and acting in its capacity as, the Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder shall be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this Section shall survive the expiration or termination of this Agreement.

(c) Each Party (including without limitation the Party serving as, and acting in its capacity as the Administering Agency) shall give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

(d) Notwithstanding any provision in this Agreement to the contrary, the provisions of this section shall remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement for the duration of any applicable statute of limitations

9. Insurance. The Joint Board, the Fiscal Agency, and the Administering Agency shall take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practices. The Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of Joint Board and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and shall direct the acquisition of same.

10. Dispute Resolution. Whenever any dispute arises between the Parties or between a Party or Parties, the Board, or the Administering Agency (referred to collectively in this Section as the "parties" ) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chair of the Board, the Vice-Chair, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute through this process, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs. If the Parties are not able to resolve the dispute through the above process, or conduct or resolve the dispute through mediation, then any Party may pursue whatever legal remedies may be available.

11. Public Records; Confidential Information.

(a) Application of PRA. All records related to this Agreement or the Joint Board will be available for inspection and copying under the provisions of the Public Records Act, Chapter 42.56 RCW (the "PRA"), subject to any exemptions or limitations on disclosure.

(b) Confidential Information. If a Party considers any portion of a record it provides another Party under this Agreement, whether in electronic or hard copy

form, to be protected from disclosure under law, the Party shall clearly identify any specific information that it claims to be "Confidential." A Party receiving a request for a record marked as Confidential shall notify the other Parties of the request and the date that such record will be released to the requester unless another Party obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If another Party fails to timely obtain a court order enjoining disclosure, the receiving Party will release the requested information on the date specified. No Party shall be liable for any records that the Party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

12. Limitations. Nothing in this Agreement shall be construed or applied in a manner that:

- (a) Is inconsistent with or intrudes upon other contractual agreements of the Parties including, but not limited to, the interlocal cooperation agreements between Snohomish County and various cities for urban county consortium qualification under the United States Department of Housing and Urban Department Community Development Block Grant Program and HOME Investment Partnership Program; or
- (b) Authorizes or permits the Joint Board to lobby or to attempt to gain preferential treatment in processes conducted by any of the Parties to award federal, state or local funds for affordable housing.

13. Notices.

- (a) To the Joint Board. Any notice to the Joint Board shall be in writing and shall be addressed to the Chair of the Board and to the Administrative Agency.
- (b) To a Party. Any notice to a Party shall be to the Representative and Alternate, if any, of that Party.
- (c) Methods of Notice. Any notice may be given by certified mail, overnight delivery, facsimile, telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.
- (d) Notice Addresses of Parties. The following contact information for each Party shall apply until amended in writing by a Party providing new contact information to each other Party, the Chair of the Board, and the Administrative Agency, if any:

City of Edmonds

Robert Chave, Development Services  
121 5th Ave. N  
Edmonds, WA 98020  
Phone (425) 771-0220  
Facsimile (425) 771-0221  
Planning@Edmondswa.gov

City of Everett

Dave Koenig, Planning  
2930 Wetmore Ave., Suite 8A  
Everett, WA 98201  
Phone (425) 257-8736  
Facsimile (425) 257-8742

City of Granite Falls

Sheikh Haroon Saleem, Mayor and Ray Sturtz, City Planner  
206 S. Granite Ave, PO Box 1440  
Granite Falls, WA 98252  
Phone (360) 691-6441  
Facsimile (360) 691-6734

City of Lake Stevens

Rebecca Ableman, Planning and Community Development Director  
1812 Main Street, PO Box 257  
Lake Steven, WA 98258  
Phone (425) 377-3229  
Facsimile (425) 212-3327  
bableman@lakestevenswa.gov

City of Lynnwood

Don Gough, Mayor and Paul Krauss, CD Director  
PO Box 5008  
Lynnwood, WA 98046-5008  
Phone (425) 670-5401  
Facsimile (425) 771-6585  
pkrauss@ci.lynnwood.wa.us

City of Marysville

Gloria Hiroshima  
[1049 State Avenue  
Marysville, WA 98270  
Phone (360) 363-8000  
Facsimile (360) 651-5033  
ghirashima@marysvillewa.gov

City of Mill Creek

Tom Rogers, Director of Community Development  
15728 Main Street  
Mill Creek, WA 98012  
Phone (425) 745-1891  
Facsimile (425) 745-9650  
tom@cityofmillcreek.com

City of Mountlake Terrace

Shane Hope  
6100 219th St. SW, Suite 200  
Mountlake Terrace, WA 98043  
Phone (425) 744-6281  
Facsimile (425) 775-0420  
shope@ci.mlt.wa.us

City of Mukilteo

Mayor and Planning Director  
11930 Cyrus Way  
Mukilteo, WA 98275  
Phone (425) 263-8017  
Facsimile (425) 212-2068  
mayor@ci.mukilteo.wa.us

City of Snohomish

Larry Bauman, City Manager  
City of Snohomish  
116 Union  
Snohomish, WA 98290  
Phone (360) 568-3115  
Facsimile (360) 568-1375  
bauman@ci.snohomish.wa.us

Town of Woodway

Mayor Carla Nichols  
 23920 113th Pl. W  
 Woodway, WA 98020  
 Phone (206) 542-4443  
 Facsimile (206) 546-9453  
 Mayor@townofwoodway.com

Housing Authority of Snohomish County

Executive Director  
 12625 4th Avenue W. Suite 200  
 Everett, WA 98204  
 Phone (425) 290-8499  
 Facsimile (425) 290-5618  
 rdavis@hasco.org

Snohomish County

Mary Jane Brell Vujovic, Division Manager  
 Housing and Community Services  
 3000 Rockefeller Ave., M/S 305  
 Everett, WA 98201  
 Phone (425) 388-7116  
 Facsimile (425) 259-1444  
 maryjane.brell@snoco.org

14. General Provisions.

(a) Rights and Obligations Reserved; MOU Superseded. This Agreement reserves to each Party and shall not be construed to be in derogation of any rights, powers, privileges, authority, liability, obligations and duties set forth in or provided by any previous agreement executed by a Party relating in any way to affordable housing, except that the Memorandum of Understanding dated September 21, 2011, by and among the Housing Authority of Snohomish County, the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the town of Woodway (the "MOU"), shall be deemed terminated pursuant to section 2.6.B of the MOU and shall be of no force and effect upon the effective date of this Agreement.

(b) Access to Records. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Parties with access to its facilities for copying said records at their expense.

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

**SNOHOMISH COUNTY**

By: [Signature] 7/29/13  
Signature Date

Its: PETER B. CAMP  
Executive Director

Approved as to form

By: Rebecca Wendling 7/19/2013  
Signature Date

Its: Deputy Prosecuting Attorney

**CITY OF EDMONDS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF EVERETT**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF GRANITE FALLS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

COUNCIL USE ONLY  
Approved: 7-29-13  
Docfile: D-2

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

**SNOHOMISH COUNTY**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EDMONDS**

Approved as to form

By: [Signature] 9.10.13  
Signature Date

By: [Signature] 8/29/13  
Signature Date

Its: Mayor

Its: CITY ATTORNEY

**CITY OF EVERETT**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF GRANITE FALLS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

**SNOHOMISH COUNTY**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EDMONDS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EVERETT**

Approved as to form

ATTEST:  
*Sharon Julla*  
City Clerk

By: *Ray Stephenson* 10-21-13  
Signature Date

By: *Tim Beards* 10.21.13  
Signature Date

Its: \_\_\_\_\_

Its: *Assistant City Attorney*

**CITY OF GRANITE FALLS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF LAKE STEVENS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LYNNWOOD**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MARYSVILLE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MILL CREEK**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MOUNTLAKE TERRACE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MUKILTEO**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**SNOHOMISH COUNTY**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF EDMONDS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF EVERETT**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF GRANITE FALLS**

By: [Signature] 7/17/13  
Signature Date

Its: MAYOR

Approved as to form

By: [Signature] 7-17-13  
Signature Date

Its: City Attorney

**CITY OF LAKE STEVENS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LYNNWOOD**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LAKE STEVENS**

By: William Latta 7/25/13  
Signature Date

Its: Mayor

Approved as to form

By: Frank Webb 7-23-13  
Signature *for waiver* Date

Its: city attorney

**CITY OF LYNNWOOD**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MARYSVILLE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MILL CREEK**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MOUNTLAKE TERRACE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MUKILTEO**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF LAKE STEVENS

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF LYNNWOOD

By: *Don Gaus* \_\_\_\_\_  
Signature Date

Its: *Mayor* \_\_\_\_\_

*9-19-13*

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MILL CREEK

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MOUNTLAKE TERRACE

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MUKILTEO

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF LAKE STEVENS

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF LYNNWOOD

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: *Henry Leson* 10-14-13  
Signature Date

Its: *City Attorney*

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MILL CREEK

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MOUNTLAKE TERRACE

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MUKILTEO

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF LAKE STEVENS

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF LYNNWOOD

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MARYSVILLE

By: Janet Robinson 9/13/13  
Signature Date

Its: Mayor

Approved as to form

By: Donna K. Weed 9-12-13  
Signature Date

Its: City Attorney (per waiver of conflict)

CITY OF MILL CREEK

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MOUNTLAKE TERRACE

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MUKILTEO

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LAKE STEVENS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LYNNWOOD**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MARYSVILLE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MILL CREEK**

By: [Signature] 11 SEP 2013  
Signature Date

Its: CITY MANAGER

Approved as to form

By: [Signature] 9-6-13  
Signature Date

Its: City Attorney

**CITY OF MOUNTLAKE TERRACE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MUKILTEO**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

**SNOHOMISH COUNTY**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EDMONDS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EVERETT**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF GRANITE FALLS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF LAKE STEVENS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LYNNWOOD**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MARYSVILLE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MILL CREEK**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MOUNTLAKE TERRACE**

By: *John F. [Signature]* 8/6/2013  
Signature Date

Its: *City Manager*

Approved as to form

By: *Con G. [Signature]* 8-6-13  
Signature Date

Its: *City Attorney*

**CITY OF MUKILTEO**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LAKE STEVENS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LYNNWOOD**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MARYSVILLE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MILL CREEK**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MOUNTLAKE TERRACE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MUKILTEO**

By: Joe Normie 8/24/13  
Signature Date

Its: Margor

Approved as to form

By: Dwight Smith 8/19/13  
Signature Date

Its: City Attorney

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

**SNOHOMISH COUNTY**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EDMONDS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EVERETT**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF GRANITE FALLS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF SNOHOMISH

By: Larry [Signature] 8/7/13  
Signature Date

Its: City Manager

Approved as to form

By: [Signature] 8-6-13  
Signature Date

Its: City Attorney per waiver

TOWN OF WOODWAY

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

HOUSING AUTHORITY OF SNOHOMISH COUNTY

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF SNOHOMISH

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

TOWN OF WOODWAY

By: Carl N. Wood 7/30/13  
Signature Date

Its: Mayor

Approved as to form

By: Wage O'Neil  
Signature Date

Its: City Attorney

HOUSING AUTHORITY OF SNOHOMISH COUNTY

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF SNOHOMISH

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

TOWN OF WOODWAY

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

HOUSING AUTHORITY OF SNOHOMISH COUNTY

Approved as to form:

By: [Signature] <sup>10/16/13</sup>  
Signature Date

By: [Signature] <sup>10/16/13</sup>  
Signature Date

Its: Executive Director

Its: Staff Attorney

## ATTACHMENT A

## HOUSING AUTHORITY OF SNOHOMISH COUNTY

12625 - 4th Avenue W., Suite 200 • Everett, Washington 98204  
 (425) 290-8499 or (425) 743-4505  
 TDD (425) 290-5785 • FAX (425) 290-5618

June 22, 2012

Mr. David Bley  
 Director, Pacific Northwest Initiative  
 Bill and Melinda Gates Foundation  
 PO Box 23350  
 Seattle, WA 98102

**RE: GATES FOUNDATION SUPPORT FOR  
 SNOHOMISH COUNTY INTER-JURISDICTIONAL HOUSING COMMITTEE**

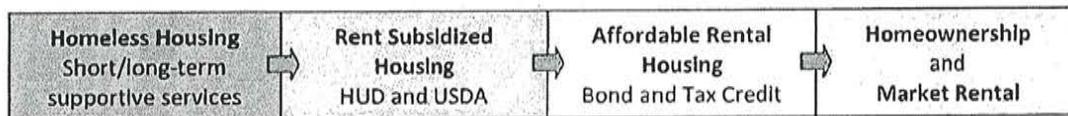
Dear David:

I am sorry it has taken so long to put this together. As we discussed a few months ago, Snohomish County continues to evolve in the creation of its vehicles to address affordable housing issues, and homelessness in particular.

The Sound Families Initiative and the current Investing in Families Initiative have brought private philanthropy, government, non-profits and private citizens together to combat homelessness and create systems change. These two initiatives have been instrumental in providing the necessary resources and developing the capacity of stakeholders in the community. The initiatives addressed the need for supportive services and housing and have made clear the need for both to effectively serve homeless families.

On a parallel track, the Housing Consortium of Everett and Snohomish County was formed by interested non-profit developers with the support of local government, the County's two housing authorities, and private supporters. The membership is made up of housing organizations dealing with every aspect of the housing continuum from homelessness to homeownership.

#### Housing Continuum



Through all of the work in the community to address housing and homelessness, it became clear that the community needed a vehicle for local governments to cooperatively address housing policy issues. A group of cities in Snohomish County began to explore the creation of such a vehicle over two years ago as an outgrowth of Snohomish County Tomorrow, the local inter-jurisdictional forum created to oversee Countywide Planning Policies.

Equal Housing Opportunity

## ATTACHMENT A

The cities in Snohomish County and the Snohomish County government have now taken the step to create the Inter-Jurisdictional Housing Committee (IHC). This new group comprised of local governments in Snohomish County is a systems change that will create a centralized forum for local governments to efficiently disseminate housing information, work together to gain more expertise in housing policy issues, and cooperatively advocate at the federal and state level to ensure that there is adequate support for efforts to end homelessness and promote affordable housing in their communities. The group will inform local land use efforts to promote housing that is both economically and environmentally sustainable. The target model for the IHC is A Regional Coalition for Housing (ARCH) on King County's Eastside. The IHC Memorandum of Understanding (MOU) and draft Interlocal Agreement are attached. The following jurisdictions have signed onto the MOU: Mukilteo, Mountlake Terrace, Lake Stevens, Everett, Mill Creek, Snohomish, Sultan, Marysville, Edmonds, Lynnwood, Woodway, Granite Falls, and Snohomish County.

Every one of the jurisdictions signing on to this undertaking has at least one elected official and a planning executive who have decided that housing is a high priority for their community. Bringing these elected officials and planning executives together on the IHC will substantially enhance the work that is currently going on in the County to promote affordable housing and ensure that there are affordable housing options for families exiting homeless housing. During this period of intensive interest in housing and transportation, it is especially important that this entity is created and sustained to ensure that affordable housing is appropriately integrated into planning efforts.

Embarking on this effort right now is difficult when these cities and the County are experiencing economic distress. The goals of the IHC can advance significantly faster if the committee members can spend the first year establishing the priorities and substantive functions of the IHC rather than spending that time working to build financial support. It will be much easier to secure permanent and ongoing financial support from the cities and County if the IHC can get up and running with professional staff and products to show. That is why I would like to explore with you the potential of Gates Foundation support for the first full year of operation of the IHC. Please see the attached IHC 2013 budget.

HASCO committed to provide modest staffing and an administrative base to support the IHC. We have hired a graduate student intern from the University of Washington Master of Urban Planning program to supplement our staff work for the committee. This intern, with support from HASCO staff, will work to build the IHC and produce initial reports for the committee. HASCO will bear this expense through the end of 2012. Although HASCO is providing staff support for the committee, the IHC is not a HASCO project.

Starting in 2013, the IHC would like to have a full-time professional to staff the committee. Ideally the current intern would continue on in this full-time position. The Gates Foundation would cover the cost of the full-time staff person plus any additional outside consulting work that is needed. HASCO would still provide office space, all administrative support, and supplemental staffing support without reimbursement. Starting in 2014, the cities and the County would provide the financial support to fully cover the budget. HASCO would continue to provide the office space, administrative support, and supplemental staffing as an ongoing responsibility.

## ATTACHMENT A

I would appreciate the opportunity to discuss this proposal further. I can be reached at 425-293-0532 or [red@hasco.org](mailto:red@hasco.org).

Sincerely,



Robert E. Davis  
Executive Director

cc: David Wertheimer, Deputy Director, Pacific NW Initiative, Bill & Melinda Gates Foundation  
Kollin Min, Program Officer, Pacific NW Initiative, Bill & Melinda Gates Foundation

Enclosures

Memorandum of Understanding  
Draft Interlocal Agreement  
2013 Budget

**BILL & MELINDA GATES foundation**

PO Box 23350  
Seattle, WA 98102 USA  
206.709.3100

ATTACHMENT A

**118062**

**Wells Fargo Bank, N.A.**  
Bellevue, WA 98004  
11-24/1210

DATE AMOUNT  
Oct 11, 2012 \$ 50,000.00

PAY Fifty Thousand Dollars And 00 Cents

to the order of Housing Authority of Snohomish County  
12625 4th Ave West Suite 200  
Everett, WA 98204

*Robert Davis*  
Authorized Signature MP  
VOID AFTER 180 DAYS



**BILL & MELINDA GATES FOUNDATION** PO Box 23350 Seattle, Washington 98102 206.709.3100

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE	CHECK NUMBER	
HOUSG02	Housing Authority of Snohomish	00156023	10/11/2012	118062	<b>118062</b>
OUR VOUCHER NUMBER	YOUR INVOICE NUMBER	DATE	AMOUNT	AMOUNT PAID	NET
GFPMT1069904	PMT1069904	10/11/2012	\$50,000.00	\$50,000.00	OPP1069901 - Robert Davis \$50,000.00
			\$50,000.00	\$50,000.00	\$50,000.00

COMMENT

**Attachment B**  
**Alliance for Housing Affordability**  
**Fiscal Year August 2013 to June 2014**  
**Budget and Contribution Schedule**  
**July 2013**

MOU Signees by Population	Population**	Population for Calculation Purpose	2013 Contribution
Everett	103,019	103,019	\$6,213
Marysville	60,020	60,020	\$3,613
Lynnwood	35,836	35,836	\$2,151
Edmonds	39,709	39,709	\$2,385
Lake Stevens	28,069	28,069	\$1,682
Mukilteo	20,254	20,254	\$1,209
Mountlake Terrace	19,909	19,909	\$1,188
Mill Creek	18,244	18,244	\$1,088
Snohomish <sup>1</sup>	9,098	9,098	\$1,000
Granite Falls <sup>1</sup>	3,364		\$1,000
Woodway <sup>1</sup>	1,307		\$1,000
HASCO			
<b>Total city</b>	<b>338,829</b>	<b>343,480</b>	<b>\$22,530</b>
County	286,727	286,727	\$17,320
<b>Total</b>	<b>625,556</b>	<b>630,207</b>	<b>\$39,850</b>
<b>Gates Grant<sup>4</sup></b>	<b>\$50,000</b>		<b>\$50,000</b>
Proposed Budget	\$89,850	<b>Contributions</b>	\$89,850
Back Office Support	In kind <sup>2</sup>		

Budget	
1 FTE	\$ 60,000.00
Benefits (@39%)	\$ 23,400.00
Local Travel/mi.	\$ 1,250.00
Supplies/Teleph	\$ 1,200.00
	<b>\$ 85,850.00</b>
Misc./Consult.	\$ 4,000.00
	<b>\$ 89,850.00</b>

- Notes:
1. Minimum annual commitment \$1,000 for any participant
  2. HASCO funding staff intern for 12+ months 2012 began interim work in July

\*\*2011 Population



**Attachment B**  
**2013-2014 Work Plan\***

**1. Synthesize/analyze Data**

- a. IDENTIFY DATA GAPS,  
And if there are, develop/implement a strategy to fill those gaps.
- b. DEVELOP A SURVEY TEMPLATE THAT CITIES CAN USE FOR GATHERING HOUSING DATA THEY'RE MOST INTERESTED IN.
- c. IDENTIFY WHERE EXISTING AFFORDABLE HOUSING UNITS ARE LOCATED AND WHETHER THEY ARE UNDER THREAT OF CONVERSION, WHAT THEIR CONDITION IS AND WHAT THE CONDITION OF THE SURROUNDING PUBLIC INFRASTRUCTURE IS.

**2. Provide Technical Expertise**

CREATE A TEMPLATE JURISDICTIONS CAN USE IN DRAFTING THEIR HOUSING CONTINUUM AND CITY PROFILES.

With the template each jurisdiction can create effective literature conveying their individual housing needs. The continuum would also be useful in developing Housing Elements for Comprehensive Plans.

**3. Create Education/Outreach/Information-sharing Opportunities**

DEVELOP A STRATEGY AND TOOLS TO EDUCATE ELECTED OFFICIALS

The task is to educate elected officials about affordable housing issues and the roles they can play in obtaining funding for housing programs.

- i. Identify elected officials who could serve as primary contact points for federal and state agencies which provide housing funding (this would assist in attract housing money to Snohomish County).
  - ii. Design workshop for elected officials to better inform them of housing issues and funding opportunities/challenges/processes
- a. PACKAGE THE IJH COMMITTEE'S IDEA/MESSAGE.
    - i. Use HASCO human resources staff (who has special training in leading facilitation) to work with elected officials on the committee to create a succinct message of what the Alliance for Housing Affordability is all about. The message would be a key tool to use in presentations to city councils when the IJH ILA is being considered.
    - ii. Use the message to promote media exposure of the IJH committee's existence and goals

**4. Grants and Financial**

- a. DEVELOP A STRATEGY FOR LEVERAGING CDBG AND OTHER FUNDS.
- b. DEVELOP A COMMON STRATEGY TO PURSUE FUNDING TO BE USED BY CITIES INDIVIDUALLY OR COLLECTIVELY.
- c. DESIGN A NEW REVENUE GENERATION TOOL THAT CAN BE ADOPTED BY LEGISLATIVE BODIES AND THEN USED BY INDIVIDUAL CITIES.

\* For consideration by the Joint Board

# *Index #14*

**CITY OF MARYSVILLE AGENDA BILL  
EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 06/23/14**

<b>AGENDA ITEM:</b> Water Comprehensive Plan Update	
<b>PREPARED BY:</b> John Cowling	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works - Engineering	
<b>ATTACHMENTS:</b> Professional Services Agreement	
<b>BUDGET CODE:</b> 40143410.541000.1419	<b>AMOUNT:</b> \$218,217.00
<b>SUMMARY:</b>	

This Professional Services Agreement will provide the City with an updated Water Comprehensive Plan. The recommended consultant for this work is RH2 Engineering, Inc. After conducting consultant interviews and reviewing qualifications, the selection committee ultimately determined that RH2 Engineering, Inc. was best-suited for this project.

It is staff's opinion that the negotiated fee of \$218,217.00 is fair and consistent with industry standard for the type of work at hand. Furthermore, RH2 has a proven track record with the City and they perform excellent work. In light of these facts staff is confident that the City would be well-served by RH2 working on this project.

<b>RECOMMENDED ACTION:</b> City staff recommends council authorize the mayor to sign and execute the Professional Services Agreement with RH2 Engineering, Inc. for consultant services on the Marysville Water Comprehensive Plan Update.
---

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND RH2 Engineering, Inc.  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City"), and RH2 Engineering, Inc. ("Consultant"), a Washington Corporation licensed to do business in Washington State.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope

thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The term of this Agreement shall commence upon notice to proceed issued by the City and all terminate at midnight, December 31, 2015. The parties may extend the term of this Agreement by written mutual agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

**III.6 INDEMNITY.**

a. The Consultant shall at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Consultant in performance of Consultant's professional services under this Agreement. The term

"claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the Consultant's negligence.

c. The Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Consultant's waiver of immunity by the provisions of this paragraph extends only to claims against the Consultant by the City and does not include, or extend to, any claims by the Consultant's employees directly against Consultant. The obligations of Consultant under this subsection have been mutually negotiated by the parties hereto, and Consultant acknowledges that the City would not enter into this Agreement without the waiver thereof of Consultant.

d. Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.

e. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

f. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form

acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made"

policy.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security

tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit \_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

## ARTICLE IV. OBLIGATIONS OF THE CITY

### IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$218,217.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 **MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

**ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**City of Marysville Public Works  
Attn: John Cowling, PE  
80 Columbia Ave  
Marysville, WA 98270**

Notices to the Consultant shall be sent to the following address:

**RH2 Engineering, Inc.  
Attn: Michele Campbell, PE  
22722 29th Drive SE, Ste 210  
Bothell, WA 98021**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory

provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF MARYSVILLE

RH2 Engineering, INC.

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

By   
Richard H. Harbert, CEO

Approved as to form:

By \_\_\_\_\_  
Grant K. Weed, City Attorney

**EXHIBIT A**  
**Scope of Work**  
**City of Marysville**  
**Water System Plan Update**  
**May 2014**

---

**Background**

RH2 recently performed hydraulic analyses for the City of Marysville (City) to evaluate the operation of the water system and to recommend improvements for the North 240 Zone expansion, the Soper Hill Water System assumption and the north-end optimization. Some of the recommendations in these studies have already been implemented by the City. In addition to these improvements to the water system, improvements to the Sunnyside Wells and the Highway 9 Well are planned that will change the water supply strategy of the system to increase production from the City's own sources. The pilot study for the Sunnyside Wells has indicated a concern for mixing of the source with water supply from Everett. The original analyses performed by RH2 need to be refined to account for the recent changes in the system, to expand the north-end optimization analyses to consider the entire system and to evaluate blending of the City's water supply to reduce water quality concerns. The original analyses utilized the City's existing water system model, which has not been calibrated to the level of accuracy recommended for the detailed analyses requested by the City. The hydraulic model will be calibrated for both steady state and extended-period simulations to provide a greater degree of insight into the operation of the system. These detailed analyses will be performed as part of the City's Water System Plan (WSP) Update to take advantage of the efficiencies that may be realized in these similar system-wide planning efforts.

This Scope of Work includes tasks necessary to update the City's WSP and evaluate the ability of the water system to meet the needs of existing and future water system customers throughout the 20-year planning period. Based on the current planning requirements of Washington Administrative Code (WAC) Chapter 246-290, the City's WSP must be updated every 6 years. It is anticipated that the planning requirements will be modified to extend the WSP update cycle to 10 years. In anticipation of this upcoming change, the WSP will be prepared with analyses and projections based on both 6-year and 10-year planning cycles. This approach has been approved by the Washington State Department of Health (DOH) and will extend the WSP update cycle to 10 years once the WAC is modified.

The supplemental tasks to perform a more detailed evaluation of the existing water system will support the development of an accurate and cost-effective Capital Improvement Program (CIP) for the WSP. These tasks will evaluate the energy efficiency of the water system, document the existing condition of the pumps, update the unidirectional flushing program, calibrate the hydraulic model, and improve the operational strategy of the system.

This Scope of Work is based on published regulatory requirements for comprehensive water system plans known at the time of this writing. If new or expanded regulatory requirements are published during the course of this project, a contract amendment, along with a scope of work and fee estimate, can be provided for the additional work needed to satisfy the requirements. Enclosed as **Exhibit B** is a list of data to be provided by the City prior to commencement of the activities contained in this Scope of Work.

## Task 1 – Data Collection and DOH Coordination

**Objective:** Assist the City in collecting data to complete the water system planning process. Coordinate with the DOH throughout the development of the WSP.

**Approach:**

- 1.1 Attend a pre-planning conference with City, Snohomish County (County), and DOH staff.
- 1.2 Coordinate with City staff during the data collection process. This includes coordinating via telephone, submitting the list of data needed, and reviewing data provided by the City.
- 1.3 Attend one (1) meeting with City staff to review collected data.
- 1.4 Coordinate with DOH throughout the planning process to provide schedule and progress reports towards completion of the WSP.

**Assumptions:** To reduce the level of effort needed to update the WSP, RH2 will rely on the accuracy and completeness of existing information, data, and materials provided by the City and others in relation to this scope of work.

**RH2 Deliverables:** Attendance at one (1) meeting with City, County, and DOH staff, and coordination via telephone and email with DOH. Attendance at one (1) meeting with City staff to review collected data.

## Task 2 – Introduction and Existing Water System Description

**Objective:** Provide a description of the components of the existing water system.

**Approach:**

- 2.1 Describe the water system ownership and management. Include the system type, system identification number, address, and contact person.
- 2.2 Describe the authorization and purpose of the WSP and the WSP contents, and provide a definition of terms and a list of abbreviations used in the WSP.
- 2.3 Review previous plans, existing system information and data, and facility as-builts.
- 2.4 Visit each facility with City staff to collect field information and observe equipment layouts and existing conditions.
- 2.5 Provide a brief overview of the history of the water system using information from the previous WSP and historical summaries compiled and provided by the City. Include the current number of existing and approved service connections.
- 2.6 Describe the physical characteristics of the existing water service area and its effects on water system planning, including topography, geology, sensitive areas, and flood zones.
- 2.7 Describe the City's existing and future service areas, including the Urban Growth Area, retail water service area, and water service agreements. Include existing plans for expanding the current service area.
- 2.8 Summarize the Satellite Management Agency (SMA) program, its potential impacts on the City, and the City's policy toward satellite management.
- 2.9 Provide a brief overview of the operation of the existing water system.

**City of Marysville  
Water System Plan Update**

**Exhibit A  
Scope of Work**

- 2.10 Describe each pressure zone and existing facilities, including sources of supply, pressure reducing stations, pipelines, reservoirs, interties, and telemetry and supervisory control systems.
- 2.11 Provide a table of water main inventory that includes total lengths, diameters, materials, and age based on available data.
- 2.12 Review adjacent water systems and provide a brief description of the adjacent water systems and the potential for emergency interties. Document existing emergency interties.
- 2.13 Prepare color figures of the following.
- Existing Water System
  - Existing System Hydraulic Profile
  - Service Area and Adjacent Systems

**RH2 Deliverables:** Descriptions and figures of existing system components for City review and comment. Attendance at one (1) facility visit with City staff.

### **Task 3 – Land Use and Population**

**Objective:** Review planning-related documents and identify impacts on the City's water system for use in the WSP.

**Approach:**

- 3.1 Prepare and review an inventory of related plans to provide a summary of the impacts or constraints on the water system, including the *Snobomish County Land Use Plan* and the *Snobomish County Coordinated Water System Plan*, and review how the Growth Management Act (GMA) impacts the City.
- 3.2 Complete DOH's Consistency Statement Checklist for each planning agency with which the WSP must be consistent, including local and county planning jurisdictions.
- 3.3 Identify existing and future land use patterns in and adjacent to the City and their impacts on existing and future facilities and water sources for the water system.
- 3.4 Identify current and projected housing trends and household sizes within the City's service area based on available information from City staff, as well as County and state population data.
- 3.5 Include a table of 6-year, 10-year, and 20-year population projections for both the City and the water service area that comply with the GMA.
- 3.6 Prepare a color figure of the City's land use.

**RH2 Deliverables:** Descriptions and figures of planning data for City review and comment for the WSP.

**Task 4 – Water Demands**

**Objective:** Review historical water use and forecast future water demands of the system.

**Approach:**

- 4.1 Tabulate monthly totals of metered consumption for each customer class and the average number of accounts in service for each year from 2007 through 2013 based on available information provided by the City. Identify the seasonal variations in consumption for each customer class.
- 4.2 Tabulate ten (10) to twenty (20) of the largest water users and the total water use of each for the year 2013.
- 4.3 Tabulate monthly and yearly totals of water supply from each supply facility from 2007 through 2013.
- 4.4 Calculate per capita demands based on the average day demand and water system population data from 2007 through 2013.
- 4.5 Calculate the number of equivalent residential units (ERUs) within the system based on the water consumption and supply data.
- 4.6 Identify the total amount of distribution system leakage from 2007 through 2013. Calculate the three (3)-year rolling average of the distribution system leakage (DSL).
- 4.7 Tabulate total consumption of customers within each pressure zone based on the hydraulic model and the parcel-consumption database provided by the City.
- 4.8 Calculate the system average day demand based on the yearly water supply data from 2007 through 2013.
- 4.9 Estimate the system's peak day and peak hour demands.
- 4.10 Prepare a table of general fire flow requirements of each land use classification and identify buildings with the largest fire flow requirements within the service area.
- 4.11 Document the historical demands from 2007 through 2013.
- 4.12 Document the current and past efforts for water use efficiency (WUE) and their impact on water demand over the past six (6) years. Describe the water use efficiency improvements.
- 4.13 Develop annual demand projections for the first ten (10) years and projections for year twenty (20) based on projected water system population data and historical per capita demands. Demand projections shall be tabulated with and without additional water use reductions from the proposed WUE program.
- 4.14 Describe the basis for and results of the existing and future water demand evaluation.
- 4.15 Evaluate, describe, and prepare a graphic or table to demonstrate the seasonal variations in consumption patterns for each customer class.
- 4.16 Document the results of the demand analysis in summary tables and the chapter text.

**City of Marysville  
Water System Plan Update****Exhibit A  
Scope of Work**

- 4.17 Coordinate with the City to provide data necessary to conduct the WUE public forum. The City will conduct the meeting to satisfy the public forum requirements of the WUE program and to present the water use efficiency goals for adoption by the City Council.

**RH2 Deliverables:** Descriptions and tables of historic and projected demand data for City review and comment.

**Task 5 – Policies and Design Criteria**

**Objective:** Review existing policies and design criteria and recommend, as necessary, changes to these policies so that facilities can meet design standards.

**Approach:**

- 5.1 Review existing City standards pertaining to water system policies and criteria.
- 5.2 Identify existing policies and recommend additional or revised policies as necessary so that future City facilities meet minimum and acceptable design standards and criteria. Use DOH, Environmental Protection Agency, American Water Works Association, and standard engineering practices as the basis for identifying policies, criteria, and requirements.
- 5.3 Summarize each policy and design criteria.
- 5.4 Discuss the City's existing construction standards and include a copy in an appendix of the WSP.
- 5.5 Describe the process for responding to requests for new water service (individual and group services), including timeframes.
- 5.6 Describe the process for determining if the system's capacity is adequate to provide water service requests for new service. The process must include the determination of sufficient water rights.
- 5.7 Describe conditions of a non-technical nature that may impact the City's ability to provide new water service (e.g., annexation procedures, local ordinances, instream flow rule, etc.).
- 5.8 Describe the procedures for granting or requesting extensions of time during a project. Describe the procedures for handling disputes and appeals when requests are denied.
- 5.9 Describe policies for extensions of water service outside of current system boundaries. Describe how the policies are consistent with local and County comprehensive land use plans and development regulations.

**RH2 Deliverables:** Descriptions of policies and design criteria for City review and comment.

**Task 6 – Water Source and Quality**

**Objective:** Identify the City's water quality monitoring requirements and results of recent monitoring, and prepare an inventory of existing water sources and water rights.

**Approach:**

- 6.1 Provide a detailed description of the existing water sources and treatment.

**City of Marysville  
Water System Plan Update**

**Exhibit A  
Scope of Work**

- 6.2 Document the City's long-term water supply planning efforts.
- 6.3 Summarize the City's current water rights.
- 6.4 Perform a water rights evaluation that compares current water rights with existing and projected demands on a pressure zone or operating area basis.
- 6.5 Document water supply characteristics and effects from existing and projected future water use on the water quantity and quality of the bodies of water from which the City withdraws supply. Describe water supply characteristics by identifying seasonal source variability, water rights limitations, water reliability and legal constraints. Utilize existing data and studies available from the City.
- 6.6 Provide an overview of existing and future drinking water regulations, the Safe Drinking Water Act (SDWA) and the Endangered Species Act (ESA). Describe the impacts of the regulations on the City.
- 6.7 Identify the water quality monitoring requirements for the City's water system.
- 6.8 Summarize the results and compliance status of recent source and distribution system water quality monitoring.
- 6.9 Identify improvements, as needed, to comply with the water quality requirements.

**RH2 Deliverables:** Evaluation of existing water rights, including descriptions of existing water quality monitoring requirements and results of recent monitoring for City review and comment.

## **Task 7 – Pump Condition and Energy Efficiency Evaluation**

**Objective:** Determine the baseline operation and energy efficiency of the existing pumping units at the Stillaguamish Water Treatment Plant (WTP), Stillaguamish caisson pumps, Edward Springs Well Pumps, Edward Springs Screenhouse pump, Edward Springs Booster Pump Station (BPS), Cedarcrest BPS, and Lake Goodwin Well.

### **Approach:**

- 7.1 Collect data at the well and booster pumps to conduct a frequency vibration analysis, determine the energy signature, wire to water efficiency, and to develop a pump curve. Data will be collected with only one (1) well or pump operating at a time at each site. *It is assumed flow meters and upstream and downstream pressure can be measured or reasonably estimated at each site.* Three (3) data points will be tested at each site:
  - 1. Operating at normal flows and pressures.
  - 2. Partially throttled by a downstream valve (approximately 10 to 15 percent flow reduction from normal flows).
  - 3. Further throttled by a downstream valve (approximately 20 to 30 percent flow reduction compared to normal flows).
- 7.2 Input field data into spreadsheets. Develop pump curves and calculate energy signatures for each pump.

**City of Marysville  
Water System Plan Update**

**Exhibit A  
Scope of Work**

- 7.3 For each pressure zone, summarize the energy signature of each supply pump, calculate the 2013 baseline total amount of water supplied, energy consumed, peak power demand, and the energy and demand charges on an annual basis.
- 7.4 Based upon the results of the frequency vibration analysis, evaluate the following.
- Status on incoming power, including voltage and current measurements.
  - Status on motor conditions, including rotors, static/dynamic eccentricities, connection faults, load related problems, etc.
  - Motor/pump bearing problems.
- 7.5 Based on the results of the frequency vibration analysis, recommend and prioritize cost-effective replacement or overhaul improvements to address deficiencies identified in the analysis. Provide planning-level cost estimates for the recommended improvements.

**RH2 Deliverables:** Recommendations for improving the energy efficiency of the water system and assessment of the existing condition of the pumps in the system.

## **Task 8 – Hydraulic Model Update and Calibration**

**Objective:** Update and calibrate the current hydraulic model of the City's existing water system.

**Approach:**

- 8.1 Convert the City's existing InfoWater® hydraulic model to the WaterGEMS® modeling program and update it with recent water system improvements. Update the model with the location of existing gate valves and hydrants in the system for use in updating the unidirectional flushing program. Review the model with current water system mapping to check for consistency and completeness.
- 8.2 Prepare a preliminary hydraulic model node diagram. Coordinate with the City to review water system facilities shown in the model and update the model as necessary based on input from the City.
- 8.3 Update elevation data in the model by transferring data from electronic contours to model junction nodes using customized routines.
- 8.4 Compute pipe roughness coefficients from available pipe material and age data using routines to accomplish initial calibration.
- 8.5 Using a parcel-consumption database provided by the City and customized routines, allocate the existing (2013) demand data among the nodes in the model.
- 8.6 Using hourly tank and well data, calculate existing (2013) and six-year average (2008 to 2013) diurnal curves for the average day and peak three (3)-day period. Input diurnal curves into the hydraulic water model.
- 8.7 Update facility data into the model for supply sources, reservoirs, and pressure reducing valve (PRV) stations. Input pump curves developed under Task 7. Establish facility settings to reflect current settings and those to be used for the analyses.

**City of Marysville  
Water System Plan Update****Exhibit A  
Scope of Work**

- 8.8 Perform preliminary hydraulic analyses to identify locations for field pressure and hydrant flow tests and check potential performance at each site. Prepare a template that lists field test locations and data that needs to be collected at each test location. Coordinate with the City to confirm methods and recordkeeping for field tests.
- 8.9 Attend the hydrant flow tests to confirm that the pressure and flow test objectives are met for the purpose of calibrating the hydraulic model. City staff will operate hydrants, valves, and other water system facilities as directed by RH2. RH2 will provide calibrated pitot and pressure gauges for use during the hydrant flow tests and will record the results of the tests. Operational status of facilities will be provided by City staff (in real-time or from the City's telemetry system following field testing), including flows into the system from supply sources and reservoir levels at the start and end of the tests.
- 8.10 Perform hydraulic analyses to calibrate the model from the field flow and pressure test data for the purposes of steady state and extended period hydraulic analyses.
- 8.11 Coordinate with the City to identify sources of inconsistencies between the field calibration data and the modeled results. Inconsistencies may be the result of unknown closed valves in the system or incorrect diameter of water main shown on system mapping or as-builts. Since this item is highly variable in nature, an initial allocation of twenty-four (24) hours of a water modeling specialist's time has been included for this task. If generally accepted industry standards for hydraulic model accuracy cannot be achieved within this initial allocation, RH2 will coordinate with the City to determine the next steps. This may include a scope amendment to assist the City in performing additional field flow tests and model calibration analyses.
- 8.12 Input the current land use classifications into the model and assign a general planning level fire flow requirement to each node for comparison of fire flow results. Custom routines will be utilized to transfer the data from the land use map to the model.

**RH2 Deliverables:** Calibrated WaterGEMS® hydraulic water model for use in steady state and extended period hydraulic analyses. Coordination with City to review accuracy of the hydraulic water model.

**Task 9 – Water Supply Operational Strategy**

**Objective:** Perform hydraulic analyses to improve the water system operational strategy based on water quality, energy efficiency, hydraulic capacity, and capital and operations and maintenance (O&M) costs.

**Approach:**

- 9.1 Evaluate the existing (2013) and six-year average (2008 to 2013) seasonal water supply requirements of each pressure zone.
- 9.2 Coordinate with the City to obtain estimated costs for producing water from each of the City-owned sources. Costs have been summarized previously in the Sunnyside feasibility study. Compare costs of producing water to purchasing water from the City of Everett.
- 9.3 Perform extended period simulations and steady state analyses in the hydraulic model to recommend an operational strategy for the water system on a seasonal basis. The analyses will refine and build upon optimization analyses recently performed by RH2. Identify

**City of Marysville  
Water System Plan Update**

**Exhibit A  
Scope of Work**

improvements as necessary to implement the recommended operational strategy. The analyses will consider the following elements.

- a. Source blending recommendations developed for the Sunnyside Well Treatment project.
  - b. Increase supply produced from sources owned by the City.
  - c. Energy efficiency and power demand costs based on data collected and generated under Task 7.
  - d. Capital and O&M costs.
  - e. Water supply and minimum pressure requirements for the Tulalip Tribe under the Joint Operating Agreement.
  - f. Water rights limitations for each individual source.
- 9.4 Meet with the City to discuss the results of the analyses and review the feasibility of the proposed operational strategy.
- 9.5 Revise the operational strategy per review comments from the City. Since this item is highly variable in nature, an initial allocation of sixteen (16) hours of a water modeling specialist's time has been included for this task. If an acceptable operational strategy cannot be determined within this initial allocation, RH2 will coordinate with the City to determine the next steps, which may include a scope amendment.
- 9.6 Prepare a letter report to the City documenting the results of the water supply optimization analyses.

**RH2 Deliverables:** Attendance at one (1) meeting with City staff. Letter report documenting the results of the water supply optimization analyses.

### **Task 10 – Unidirectional Flushing Program**

**Objective:** Update the City's existing unidirectional flushing program.

**Approach:**

- 10.1 Perform hydraulic analyses to determine the minimum pressures and maximum flushing velocity experienced with the City's existing flushing program.
- 10.2 Coordinate with the City to identify the goals for the updated unidirectional flushing program, including maximum velocity, sensitive customers, and areas of concern.
- 10.3 Recommend improvements to the existing unidirectional flushing program to meet the established goals and to minimize flushing velocities, flushing time, and dirty water complaints.
- 10.4 Develop field map books showing flushing hydrant, closed valve, and flushing velocities for each hydrant flushing location.

**RH2 Deliverables:** Unidirectional flushing program field map books.

## Task 11 – Water System Analyses

**Objective:** Evaluate each water system component to identify deficiencies and recommend improvements. Utilize the hydraulic model of the City's water system to perform pressure and fire flow hydraulic analyses.

**Approach:**

- 11.1 Examine each of the existing pressure zones and identify areas of low and high pressures. Include a table showing each existing zone, its maximum and minimum service elevation, and service pressures (at static conditions).
- 11.2 Calculate the quantity of water supply required for the existing and future conditions, and compare those requirements to the system's existing supply capability.
- 11.3 Identify and describe supply facility deficiencies.
- 11.4 Evaluate booster pump stations and briefly describe deficiencies.
- 11.5 Based on the requirements contained in WAC 246-290-235 and the most current DOH *Water System Design Manual*, calculate the quantity of water storage required for the existing and future system and compare those requirements to the existing storage capacity of the system. Storage analyses will be performed for the system as a whole, as well as for individual pressure zones or storage operating areas.
- 11.6 Identify and briefly describe storage deficiencies.
- 11.7 Document the hydraulic analysis criteria and hydraulic model settings for the distribution system analyses.
- 11.8 Using the hydraulic model of the water system, perform a steady state hydraulic analysis of the system simulating a peak hour demand condition with no fire flows to determine the pressures and flow distribution during this demand condition.
- 11.9 Perform a steady state fire flow analysis for each node in the system while simulating peak day demands to determine the capability of the existing system to provide adequate flows and pressures and identify existing system deficiencies.
- 11.10 Export the results of the existing system peak hour demand and fire flow analyses to a GIS shapefile for transmittal to the City.
- 11.11 Input future demand data into the hydraulic model's nodes using the results from the future water demand evaluation. Demand distribution shall be based on estimates of future growth allocations.
- 11.12 Based on the results of the existing system hydraulic analysis and identification of deficiencies, identify and input proposed water system improvements into the model.
- 11.13 Perform a steady-state fire flow analysis for each node in the system while simulating future peak day demands to check that the proposed improvements address existing system deficiencies and are sized properly to accommodate anticipated growth based on meeting the City's policies and design criteria. Repeat the analyses for the 6-year, 10-year, and 20-year projections.

**City of Marysville  
Water System Plan Update**

**Exhibit A  
Scope of Work**

- 11.14 Prepare a table that summarizes the results of the existing system and future system fire flow analyses.
- 11.15 Identify and describe distribution system deficiencies and the results of the hydraulic analyses.
- 11.16 Evaluate and identify deficiencies for the existing water main, PRV stations, inerties, and telemetry and supervisory control system.
- 11.17 Perform an existing system, 6-year and 10-year system capacity analysis to determine the unused, available system capacity expressed in ERUs. Prepare a 6-year and 10-year projected system capacity analysis with proposed improvements. Document the criteria and results of the analyses.
- 11.18 Meet with City staff to discuss the system analyses, deficiencies, and recommended improvements.
- 11.19 Document the results of the system analysis in summary tables and the chapter text.

**RH2 Deliverables:** Descriptions, tables, and figures of the water system analyses for City review and comment. Attendance at one (1) meeting with City staff. GIS shapefile containing the results of the existing system peak hour demand and fire flow analyses.

## **Task 12 – Operations and Maintenance**

**Objective:** Document the water system's O&M program.

**Approach:**

- 12.1 Document the current water staff organization and prepare an organizational chart.
- 12.2 Prepare a table listing water operations personnel, their positions, and certifications.
- 12.3 Provide a brief description of the key responsibilities of the water operations personnel.
- 12.4 Provide a list of major equipment, supplies, and chemicals used by the water system.
- 12.5 Comment on the general impacts and effects of changing water quality requirements regarding O&M responsibilities.
- 12.6 Identify safety procedures that must be followed for potential work place hazards. Incorporate the existing safety program activities and recent Labor and Industries' inspection reports.
- 12.7 Prepare a brief description of the City's existing Emergency Response Plan (ERP) and Vulnerability Assessment (VA). For security purposes, the documents will not be included in the WSP.
- 12.8 Identify procedures for keeping and compiling records and reports. Provide a general list of records on file and identify where they are filed.
- 12.9 Identify maintenance schedules for each facility and summarize the unidirectional flushing program updated under Task 10.
- 12.10 Evaluate staffing requirements and document recommendations.
- 12.11 Identify O&M improvements.

12.12 Document the O&M program in summary tables and the chapter text.

**RH2 Deliverables:** Descriptions and tables documenting the City's existing operations and maintenance program.

### Task 13 – Capital Improvement Program

**Objective:** Describe and schedule improvements to address deficiencies identified in the water system analyses. Prepare planning-level cost estimates for each project identified.

**Approach:**

- 13.1 Briefly describe water system improvements that have been completed since the last WSP update.
- 13.2 Prepare a list of proposed water system improvements based on the results of the Water Supply Optimization Analyses prepared under Task 9 and the existing system and proposed system analyses. Briefly describe each group of related improvements and the purpose/benefit of the improvements.
- 13.3 Prepare a planning-level approximate cost estimate for each improvement based on current industry prices.
- 13.4 Coordinate with City staff to establish criteria for prioritizing and scheduling improvements. Prioritization and scheduling will consider other scheduled utility and transportation projects based on information provided by the City.
- 13.5 Schedule improvements based on the results of the prioritization. Prepare up to two (2) modified CIP schedules based on input from the City from the results of the financial analysis.
- 13.6 Prepare a table of improvements that includes an improvement identification number, a brief description of each improvement, the associated cost estimate, and the scheduling of the improvements on an annual basis for the first ten (10) years and for the twenty (20)-year planning period.
- 13.7 Describe the criteria and procedures used for prioritizing and scheduling improvements.
- 13.8 Document the CIP prioritization analyses in summary tables and the chapter text.
- 13.9 Prepare color figures of the following.
  - Proposed Water System Improvements
  - Proposed Improvements Hydraulic Profile
- 13.10 Meet with City staff to discuss the water system improvements and the proposed schedule of implementation.

**RH2 Deliverables:** Draft CIP tables and figures for City review and comment. GIS files containing proposed water main improvements. Attendance at one (1) meeting with City staff.

**Task 14 – Cross-connection Control Plan**

**Objective:** Document the City's existing cross-connection control plan.

**Approach:**

- 14.1 Review the City's existing cross-connection control ordinance and programs it has developed. Evaluate the documents and incorporate elements into the WSP necessary for consistency with regulations.
- 14.2 Describe the consequences for failing to comply with the cross-connection control ordinance.
- 14.3 Document the responsibility of each City department for implementing the program and their relationship with one another and with outside agencies.
- 14.4 Identify the primary and back-up staff positions delegated to the responsibility of organizing and implementing the cross-connection control program.
- 14.5 Identify the qualifications required for personnel working in the cross-connection control plan.
- 14.6 Document the City's approval of qualifications for cross-connection control testers and specialists.
- 14.7 Document procedures for prioritizing and conducting surveys of existing facilities to identify existing and potential cross connections.
- 14.8 Document guidelines for assessing the degree of hazard and the selection of the appropriate backflow assemblies.
- 14.9 Document standard requirements for installing and testing approved backflow assemblies.
- 14.10 Describe the recordkeeping system requirements for the cross-connection control plan.
- 14.11 Describe the methods or processes that will provide information (public education, etc.) regarding the cross-connection control program to the existing and future system customers.
- 14.12 Document procedures for responding to backflow incidents.

**RH2 Deliverables:** Completed Cross-connection control plan included in the WSP as an appendix.

**Task 15 – Water Quality Monitoring Plan**

**Objective:** Document the City's existing water quality monitoring requirements and procedures. Update the City's existing Coliform Monitoring Plan.

**Approach:**

- 15.1 Prepare a description of the water system as required by the Coliform Monitoring Plan.
- 15.2 Document source water quality monitoring requirements and procedures.
- 15.3 Document distribution system water quality monitoring requirements and procedures, including a schedule for coliform monitoring.
- 15.4 Discuss the impact of expanding the use of water supply produced by the City on the water quality monitoring requirements.

15.5 Prepare a color figure of the locations needed to meet the various monitoring requirements.

**Deliverables:** Descriptions and figures documenting the City's existing water quality and coliform monitoring programs for City review and comment.

### **Task 16 – Water Use Efficiency Program**

**Objective:** Update the City's WUE Program and WUE goals for the water system.

**Approach:**

- 16.1 Evaluate the City's existing WUE Program and incorporate elements into the WSP necessary for consistency with regulations.
- 16.2 Prepare a summary of WUE planning efforts that have been completed since the WUE program was adopted.
- 16.3 Assist the City in updating WUE goals through a public process. Document how each goal was established.
- 16.4 Identify and evaluate WUE measures for appropriateness and cost-effectiveness.
- 16.5 Prepare a schedule for implementation of the WUE measures and cost estimates for each measure.

**Deliverable:** Descriptions documenting the City's WUE Program for City review and comment.

### **Task 17 – Watershed Control and Wellhead Protection Plan**

**Objective:** Document the City's existing efforts toward watershed control and wellhead protection.

**Approach:**

- 17.1 Prepare a summary of the state's regulatory requirements.
- 17.2 Document the City's past efforts towards protection of its water sources, including the monitoring program the City uses to assess the adequacy of watershed and wellhead protection.
- 17.3 Document the results of the City's susceptibility assessment and the monitoring waivers that were granted.
- 17.4 Prepare a description of the watershed and an inventory, including location, hydrology, land ownership, and activities that may adversely affect source water quality. The delineation of the Stillaguamish Watershed will be based on the City's 2002 Watershed Control Program.
- 17.5 Perform delineation of the wellheads using the Calculated Fixed Radius method and document the delineation method, results, and future requirements.
- 17.6 Prepare an inventory of potential contaminant sources and activities using available databases maintained by Washington State Department of Ecology (Ecology) and the Environmental Protection Agency, and document the results of the inventory findings. The inventory will include site locations and owners/operators.

**City of Marysville  
Water System Plan Update**

**Exhibit A  
Scope of Work**

- 17.7 Identify owners and operators of known and potential sources of water contamination, businesses, regulatory agencies and local governments, emergency response agencies, and City customers that must be notified of the City's watershed control and wellhead protection programs.
- 17.8 Document watershed control and wellhead protection measures, including ownership and relevant written agreements, and monitoring of activities and water quality.
- 17.9 Document normal system operation and a contingency plan for operating the water system in the event of contamination of one of the City's sources or other source-related emergency.
- 17.10 Document water quality trends of source water quality monitoring from past records.
- 17.11 Document implementation of the watershed control and wellhead protection program and provide recommendations.

**RH2 Deliverable:** Documentation of the City's Watershed Control and Wellhead Protection Plan for City review and comment.

### **Task 18 – Financial Analysis**

**Objective:** The City will prepare the financial analysis for inclusion in the WSP Update. RH2 will provide coordination with the City during development of the financial analysis.

**Approach:**

- 18.1 Coordinate with the City during the project to provide information in support of the financial analysis chapter.
- 18.2 Attend one (1) meeting with City staff to review draft financial analysis results before finalizing the Financial Chapter.

**RH2 Deliverable:** Attendance at one (1) meeting with City staff.

### **Task 19 – Executive Summary**

**Objective:** Prepare an executive summary to describe the key elements of the WSP.

**Approach:**

- 19.1 Identify the purpose of the WSP and summarize the major system characteristics and significant changes that have occurred since the previous WSP was completed.
- 19.2 Briefly describe the key issues in the WSP.

**RH2 Deliverable:** Draft executive summary chapter for City review and comment.

### **Task 20 – Appendices**

**Objective:** Prepare miscellaneous appendices for inclusion in the WSP.

**Approach:**

- 20.1 Obtain a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance (DNS) from the City to include in the appendices.

**City of Marysville  
Water System Plan Update****Exhibit A  
Scope of Work**

- 20.2 Obtain from the City service area and intertie agreements and include in the appendices.
- 20.3 Obtain copies of applicable City resolutions/ordinances and include in the appendices.
- 20.4 Include copies of Water Facilities Inventory (WFI) forms.
- 20.5 Include copies of water right certificates and permits.
- 20.6 Include a copy of the most recent Consumer Confidence Report.
- 20.7 Include a copy of City construction standards.
- 20.8 Include copies of water system facilities data, consistency statement checklists, and agency review comments.

**Deliverables:** Miscellaneous appendices for inclusion in the WSP.

**Task 21 – Finalize, Print and Present Draft WSP**

**Objective:** Prepare a final draft of the WSP and submit it to review agencies and adjacent water purveyors.

**Approach:**

- 21.1 Develop a cover format that includes the WSP name and revision date.
- 21.2 Transmit electronic copies of the draft WSP documents to the City for review and comment.
- 21.3 Revise the WSP based on City review comments.
- 21.4 Attend one (1) meeting to present the completed WSP to City staff, City Council, and the public.
- 21.5 Bind the final WSP documents and print up to ten (10) sets of the WSP and color figures.
- 21.6 Create an electronic PDF document, including all chapters, appendices and figures of the WSP. The electronic WSP will contain hyperlinks and an organizational format that will be fully functional. Provide up to five (5) copies of the electronic plan on CD format.
- 21.7 Submit the final WSP to adjacent water systems for their review and comment.
- 21.8 Submit the final WSP to the County and DOH for their review.

**Rh2 Deliverables:** Up to ten (10) sets of the final WSP in three-ring binder format and five (5) copies in electronic PDF format on CD. Attendance at one (1) meeting to present the final draft WSP to City staff, City Council, and the public.

**Task 22 – DOH and Agency Review Revisions**

At the completion of Tasks 1 through 21, the WSP will be in a final format, ready for review by the regulatory agencies and adjacent water purveyors. The number of comments, number of meetings, and amount of required WSP modifications from review by the regulatory agencies and adjacent water purveyors are difficult to predict. Therefore, RH2 will prepare a separate Scope of Work and Fee Estimate to address review comments, review meetings, and final WSP modifications upon receipt of all review comments from the County, DOH, Ecology, and adjacent water systems.

**City of Marysville  
Water System Plan Update**

**Exhibit A  
Scope of Work**

---

At the completion of the project, a copy of the computer files of the WSP Word documents, water model, and AutoCAD® and GIS figures will be provided to the City.

## City of Marysville Water System Plan Update Data to be Provided by the City

The following list contains the information and data to be provided by the City of Marysville (City) that is needed to update the City's Water System Plan (WSP). All available resources from previous planning work will be utilized to minimize the level of effort necessary. The list below is organized according to the Scope of Work activities.

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Activity 2 – Introduction and Existing Water System Description</b>			
1. Reservoir information that includes reservoir name, as-builts, location, year constructed, material, reservoir floor elevation, overflow elevation, diameter, ground elevation, operating levels (pump start level(s) for filling reservoir and pump stop level), fill pipe diameter, draw pipe diameter, and description of operation and control.	H		
2. Pressure reducing station data that includes station name, as-builts, location, main line and by-pass control valve size, normal inlet pressure, outlet pressure set points, operational priority (lead, lag, second lag, etc.), ground elevation, and pressure relief valve size and set point (if relief valve is included).	H		
3. List of check valves and zone valves (closed isolation valves between pressure zones) in the distribution system.	H		
4. Intertie information that includes adjacent system name, as-builts, location, water main size, control valve size and model number, and any other facility information.	H		
5. Telemetry and supervisory control information that includes manufacturer and year of telemetry system, type of communications link (radio or phone), facilities monitored at master telemetry unit, facilities with remote telemetry units.	H		
6. Water treatment information that includes location of treatment facilities, as-builts, type of treatment (disinfection, fluoridation, filtration, etc.), chemicals used and concentrations, method of metering, initial dosage amounts, and capacity of mixing or holding tanks.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
7. Booster pump station data that includes pump station name, as-builts, location, year constructed, number of pumps, pump curves (or pump manufacturer and model number, pump serial number and impeller diameter), motor horsepower, ground elevation, normal pumping rate, and description of operation and control.	H		
8. Well data that includes well name, well log, location, year constructed, pump curve (or pump manufacturer and model number, pump serial number and impeller diameter); motor horsepower, well casing diameter, well column diameter, ground elevation, well depth, screen depth range, pump intake depth, normal pumping rate, static water level, water level at normal pumping rate, and description of operation and control.	H		
9. Copy of most recent Department of Health (DOH) Sanitary Survey.	H		
10. Copy of GIS files of the base map, aerial photo, existing water system (including all water main, sources, pumping and storage facilities, gate and check valves, and hydrants), and contours.	H		
<b>Activity 3 – Land Use and Population</b>			
1. Copy of the City's Comprehensive (Land Use) Plan.	H		
2. Summary of City's efforts and involvement in regional water system planning.	L		
3. Identify on a map the areas where growth is expected to occur.	M		
4. List of planned developments. Provide name of development, type of development, number of units and development schedule.	M		
5. Copy of GIS file showing existing retail and future service area boundaries.	H		
6. Copy of GIS file showing existing and future land use.	H		
<b>Activity 4 – Water Demands</b>			
1. How often are customer meters read (monthly, every other month, etc.)?	H		
2. Hourly and daily reservoir level records (telemetry data, circular charts, data sheets, etc.) from each storage facility for 2007 through 2013 (to be used to determine the system's peaking factors).	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
3. Hourly and daily water production records from each source of supply for 2007 through 2013 (to be used to determine the system's peaking factors).	H		
4. Monthly water production totals from each source of supply from 2007 through 2013.	H		
5. Monthly (or bi-monthly) metered water consumption totals for each customer class from 2007 through 2013.	H		
6. Hourly or daily water consumption data for customer meters for 2013, where available.	H		
7. Average number of connections for each month for each customer class from 2007 through 2013.	H		
8. Total number of multi-family units served in 2007 through 2013.	H		
9. List of customers (approximately 10 to 20) that used the most water in 2013 (as measured by individual meters), customer address and amount of consumption of each customer for the year.	H		
10. List of buildings with the largest fire flow requirements in the service area (provide at least three in each pressure zone). Provide name of building, address and fire flow requirement.	M		
11. General level of service fire flow requirements and duration for all land use classifications, such as single-family, multi-family, commercial, industrial, etc.	M		
12. Is water usage for construction projects, fire department activities and water main flushing recorded? If so, provide total annual amounts from 2007 through 2013.	H		
13. Database of annual totals of metered water consumption data for each meter, including address and parcel number, if available.	H		
14. Copy of sample letter and certificate of water availability that is issued prior to receiving a building permit.	M		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Activity 5 – Policies and Design Criteria</b>			
1. Copy of water system policies and design criteria not contained in the previous WSP.	L		
2. Describe the process for responding to requests for new water service (individual and group services), including timeframes.	L		
3. Describe the process for determining if the system's capacity is adequate to provide water service to requests for new service. The process must include the determination of sufficient water rights.	L		
4. Describe any conditions of a non-technical nature that may impact the ability to provide new water service (e.g., annexation procedures, water rights issues, local ordinances, etc.).	L		
5. Describe the procedures for granting or requesting extensions of time during a project. Describe the procedures for handling disputes and appeals when requests are denied.	L		
6. Describe policies for extensions of water service outside of boundaries. Describe how the policies are consistent with the local and county comprehensive (land use) plan, and development regulations.	L		
<b>Activity 6 – Water Source and Quality</b>			
1. Copy of water rights permits, certificates and other related information for all sources.	M		
2. Copy of any recent reports and studies for the sources of supply (including the Wellhead Protection Plan, Watershed Control Plan and regional water supply studies).	M		
3. Copy of DOH Susceptibility Study.	M		
4. Copy of past lead and copper monitoring results (2007 through 2013).	M		
5. Copy of asbestos monitoring results (2007 through 2013).	M		
6. Copy of source water quality monitoring results (2007 through 2013) for volatile organic chemicals, synthetic organic chemicals, inorganic chemical and physical substances, and radionuclides.	M		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
7. Summarize the results of past (2007 through 2013) coliform monitoring. Indicate if monitoring results indicated levels above the regulatory limits. For each situation where the regulatory requirements were not met, describe the source of the problem and the follow up procedures that corrected the problem.	M		
8. Summarize the results of past (2007 through 2013) disinfectant concentration monitoring. Indicate if monitoring results did not meet the regulatory requirements. For each situation where the regulatory requirements were not met, describe the source of the problem and the follow up procedures that corrected the problem.	M		
9. Summarize the results of past (2007 through 2013) disinfectants and disinfection by-product monitoring and Initial Distribution System Evaluation.	M		
10. Summarize the method of disinfection and initial dosage at each source (2007 through 2013).	M		
11. Provide the initial dosage of fluoride at each source.	M		
12. Copy of Coliform Monitoring Plan.	M		
13. List of dirty water complaints (2007 through 2013), including date and location of each complaint.	M		
14. Copy of the most recent Consumer Confidence Report (CCR).	M		
15. Copy of 2007 through 2013 Water Quality Monitoring Reports (WQMR) from DOH that lists the specific monitoring requirements for the City's system.	M		
<b>Activity 7 – Pump Condition and Energy Efficiency Evaluation</b>			
1. Electric rate schedules for each pumping facility.	H		
<b>Activity 8 – Hydraulic Model Update and Calibration</b>			
1. Copy of GIS file showing location of existing gate valves, check valves, and hydrants in the system.	H		
2. As-builts for recent water system improvements not contained in the existing hydraulic model.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Activity 9 – Water Supply Operational Strategy</b>			
1. Copy of Sunnyside feasibility study that includes estimated costs of producing water from each of the City-owned sources.	H		
2. Reports documenting the Sunnyside Well Treatment project and Highway 9 Well project including source blending recommendations.	H		
<b>Activity 10 – Unidirectional Flushing Program</b>			
1. Copy of existing unidirectional flushing program.	M		
<b>Activity 11 – Water System Analyses</b>			
1. List of known low or high water pressures areas. Provide address and recorded pressure for each.	M		
2. List of known water system deficiencies and unsuitable pipe materials.	M		
3. List of past (2007 through 2013) water main breaks. Provide address and date that each occurred.	L		
4. List of facilities that have emergency power supply connections or stand-by emergency generator sets.	L		
5. Normal operating range of each reservoir (water elevation that well, intertie or control valve is called to fill reservoir or the normal drawdown in each reservoir).	H		
<b>Activity 12 – Operations and Maintenance</b>			
1. Personnel organization chart.	L		
2. Brief description of the major responsibilities for any new staff positions shown on the organizational chart.	L		
3. Updated list of all operators and their certifications.	L		
4. Provide a list of all major equipment, supplies and chemicals used by the water system. Provide a list of the service representatives for major water system components and chemical suppliers.	L		
5. Provide a list of safety and first aid equipment owned by the system and identify safety training the personnel have and are required to have.	L		
6. Maintenance schedules for each facility.	L		
7. Staffing time for preventive maintenance of facilities and equipment.	L		
8. Staffing time for operation tasks.	L		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
9. Identify procedures for keeping and compiling records and reports; provide a list of records that are on file; and identify where the records are filed.	L		
10. Procedures for testing the accuracy of water meters and identifying the frequency of tests. Indicate most recent calibration of source and customer meters.	L		
11. Indicate approximate age of source and customer meters.	L		
12. List of the Utilities Division safety program activities and recent Labor and Industries' inspection reports.	L		
<b>Activity 13 - Capital Improvement Program (CIP)</b>			
1. List of desired water system improvements not contained in previous CIP.	M		
2. List of projects completed since the last WSP. List can be descriptive or map based.	M		
3. Copy of the City's most recent six-year Capital Facilities Plan. If not available, provide a list of all road and utility improvements currently planned by the City for the next six years to assist in coordinating the timing of water improvements with other capital improvements.	M		
<b>Activity 14 - Cross-Connection Control Plan</b>			
1. Copy of existing cross-connection control ordinance/resolution.	L		
2. List of known backflow assemblies installed in the system.	L		
3. Copy of latest cross-connection control program summary report that is submitted annually to DOH.	L		
<b>Activity 15 - Water Quality Monitoring Plan</b>			
1. Copy of existing Coliform Monitoring Program.	M		
2. Sampling rotation schedule for coliform monitoring, if not contained in coliform monitoring program.	M		
3. List of water source sampling sites. Indicate source of sample.	M		
4. Copy of monitoring waivers and related DOH correspondence.	M		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Activity 16 – Water Use Efficiency Program</b>			
1. Copy of Water Use Efficiency Program.	H		
2. Has leak detection been performed in the distribution system in the past? If so, indicate date, description of areas tested and findings. Provide a copy of the leak detection report.	M		
3. List of current water use efficiency goals.	H		
4. Describe what, if any, previous water use efficiency efforts will be discontinued. Identify why continuation of these efforts would be ineffective or describe that the program had a prescribed end date or savings level.	M		
5. Describe any available or potential sources of reclaimed water. Identify opportunities for the use of reclaimed water (i.e. irrigation for parks or schools, construction purposes or street cleaning) and an estimated annual volume for each use.	M		
6. Amount budgeted for each individual water use efficiency measure that is part of the water use efficiency program.	M		
<b>Activity 15 – Watershed Control and Wellhead Protection Plan</b>			
1. Summarize the City's past efforts towards protection of its water sources.	L		
2. List of known and potential water contaminant sources located within the watershed/wellhead protection areas.	L		
3. Identify present and past land uses (last 10 to 20 years) and proposed land uses that might pose a threat to the water sources.	L		
<b>Activity 17 – Financial Analysis</b>			
1. Copy of Financial Analysis chapter for inclusion in the WSP.	L	To be provided at a later date.	
<b>Activity 20 – Appendices</b>			
1. SEPA Checklist (to be provided upon completion of final draft WSP).	L	To be provided at a later date.	
2. Copy of current service area agreement. This was likely prepared during the development of the County's <i>Coordinated Water System Plan</i> .	L		
3. Copy of water resolutions or ordinances not specifically identified under other activities above.	L		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
4. Copy of most recent Water Facilities Inventory (WFI) form.	H		
5. Copy of standard maintenance logs and forms used.	L		
6. Copy of intertie agreements.	M		
7. Copy of the City's construction standards.	L		

**EXHIBIT C****City of Marysville  
Water System Plan Update  
Estimate of Time and Expense**

<b>Task 1</b>	<b>Data Collection and DOH Coordination</b>	<b>\$ 4,038</b>
<b>Task 2</b>	<b>Introduction and Existing Water System Description</b>	<b>\$ 13,612</b>
<b>Task 3</b>	<b>Land Use and Population</b>	<b>\$ 6,464</b>
<b>Task 4</b>	<b>Water Demands</b>	<b>\$ 12,457</b>
<b>Task 5</b>	<b>Policies and Design Criteria</b>	<b>\$ 2,748</b>
<b>Task 6</b>	<b>Water Source and Quality</b>	<b>\$ 12,925</b>
<b>Task 7</b>	<b>Pump Condition and Energy Efficiency Evaluation</b>	<b>\$ 18,393</b>
<b>Task 8</b>	<b>Hydraulic Model Update and Calibration</b>	<b>\$ 32,432</b>
<b>Task 9</b>	<b>Water Supply Operational Strategy</b>	<b>\$ 20,531</b>
<b>Task 10</b>	<b>Unidirectional Flushing Program</b>	<b>\$ 10,337</b>
<b>Task 11</b>	<b>Water System Analyses</b>	<b>\$ 27,708</b>
<b>Task 12</b>	<b>Operations and Maintenance</b>	<b>\$ 4,914</b>
<b>Task 13</b>	<b>Capital Improvement Program</b>	<b>\$ 15,617</b>
<b>Task 14</b>	<b>Cross-connection Control Plan</b>	<b>\$ 2,034</b>
<b>Task 15</b>	<b>Water Quality Monitoring Plan</b>	<b>\$ 4,702</b>
<b>Task 16</b>	<b>Water Use Efficiency Program</b>	<b>\$ 3,488</b>
<b>Task 17</b>	<b>Watershed Control and Wellhead Protection Plan</b>	<b>\$ 976</b>
<b>Task 18</b>	<b>Financial Analysis</b>	<b>\$ 3,342</b>
<b>Task 19</b>	<b>Executive Summary</b>	<b>\$ 1,920</b>
<b>Task 20</b>	<b>Appendices</b>	<b>\$ 1,637</b>
<b>Task 21</b>	<b>Finalize, Print and Present Draft WSP</b>	<b>\$ 12,546</b>
<b>Project Total</b>		<b>\$ 218,217</b>

**EXHIBIT D  
RH2 ENGINEERING, INC.  
SCHEDULE OF RATES AND CHARGES**

**2014 HOURLY RATES**

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$209.00	Technician	IV	\$135.00
Professional	VIII	\$209.00	Technician	III	\$127.00
Professional	VII	\$201.00	Technician	II	\$95.00
			Technician	I	\$90.00
Professional	VI	\$186.00	Administrative	V	\$126.00
Professional	V	\$177.00	Administrative	IV	\$105.00
Professional	IV	\$167.00	Administrative	III	\$91.00
Professional	III	\$157.00	Administrative	II	\$75.00
Professional	II	\$147.00	Administrative	I	\$63.00
Professional	I	\$135.00			

**IN-HOUSE SERVICES**

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

**OUTSIDE SERVICES**

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

**CHANGES IN RATES**

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

# *Index #15*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 06/23/14**

<b>AGENDA ITEM:</b> BNSF Railroad Grade Separation Study	
<b>PREPARED BY:</b> John Cowling	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works - Engineering	
<b>ATTACHMENTS:</b> Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$88,768.00
<b>SUMMARY:</b>	

This Professional Services Agreement will provide the City with comprehensive feasibility study of grade separation possibilities with the City's surface streets and the BNSF railroad mainline. After completion consultant selection it was ultimately determined that BergerABAM was best-suited for this project due to their experience with similar projects that include over and under crossings.

It is staff's opinion that the negotiated fee of \$88,768.00 is fair and consistent with industry standard for the type of work at hand.

**RECOMMENDED ACTION:**

City staff recommends council authorize the mayor to sign and execute the Professional Services Agreement with BergerABAM for consultant services on the BNSF Railroad Grade Separation Study.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND BergerABAM  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City"), and BergerABAM ("Consultant"), a Washington Corporation licensed to do business in Washington State.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope

thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The term of this Agreement shall commence upon notice to proceed issued by the City and all terminate at midnight, December 31, 2014. The parties may extend the term of this Agreement by written mutual agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

**III.6 INDEMNITY.**

a. The Consultant shall at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Consultant in performance of Consultant's professional services under this Agreement. The term

"claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the Consultant's negligence.

c. The Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Consultant's waiver of immunity by the provisions of this paragraph extends only to claims against the Consultant by the City and does not include, or extend to, any claims by the Consultant's employees directly against Consultant. The obligations of Consultant under this subsection have been mutually negotiated by the parties hereto, and Consultant acknowledges that the City would not enter into this Agreement without the waiver thereof of Consultant.

d. Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.

e. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

f. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form

acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made"

policy.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security

tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit \_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

## ARTICLE IV. OBLIGATIONS OF THE CITY

### IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$88,768.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

**IV.3 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**City of Marysville Public Works  
Attn: John Cowling, PE  
80 Columbia Ave  
Marysville, WA 98270**

Notices to the Consultant shall be sent to the following address:

**BergerABAM  
Attn: Bob Fernandes, PE  
1301 Fifth Avenue, Suite 1200  
Seattle, Washington 98101-2677**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

### V.5 SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory

provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF MARYSVILLE

BergerABAM

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

By   
Bob Fernandes, PE, Vice President

Approved as to form:

By \_\_\_\_\_  
Grant K. Weed, City Attorney

**EXHIBIT A  
SCOPE OF WORK FOR PROJECT DEFINITION STUDY  
CITY OF MARYSVILLE BURLINGTON NORTHERN/SANTE FEE (BNSF) RAILROAD GRADE  
SEPARATION**

**PROJECT UNDERSTANDING**

The Burlington Northern/Santa Fe (BNSF) Railway tracks run between, and nearly parallel to, Interstate 5 (I-5) and State Street/SR 529. State Street is the City of Marysville's main north/south arterial. The BNSF tracks impede the east/west flow of the traffic on 4<sup>th</sup> Avenue/SR 528, between the core of the City the Arlington area west of Marysville, as well as I-5. The Arlington area west of Marysville is projected to accommodate a significant growth in employment.

The CITY is currently advancing the design of improvements to I-5/SR 529 interchange. These improvements would reduce demands on the I-5/SR 528 interchange but would not address east/west mobility to and from the Marysville City center and to and from potential future employment and residential development areas. Grade separating one or more of the CITY's east/west corridors would eliminate current and future conflicts with BNSF operations and improve mobility into and out of Marysville to areas east of I-5. It is expected that these improvements would also positively benefit the operation of the existing I-5/SR 528 interchange.

The CITY has, in the past, considering construction an overpass of the BNSF at the following three locations.

1. On SR 528.
2. On Grove Street.
3. On 1<sup>st</sup> Street.

An overpass on SR 528 would be best from an operational standpoint, but could impact businesses located along SR 528 east of the BNSF tracks. The overpasses at Grove and 1st minimizes disruptions to businesses located on SR 528, but would require construction of an intersection on SR 528 immediately adjacent to the existing I-5/SR 528 interchange.

**PROJECT STATEMENT**

Based upon our understanding of the project, as described above, and some discussions with CITY staff, we have developed the following simple statement that describes the City of Marysville BNSF Grade Separation project. This statement is intended to define the purpose of this study, from the CITY's perspective, recognizing that the CONSULTANT has a specific role in the study. In essence, this statement defines success for the CITY/CONSULTANT team on this project study.

*“Provide design information for use in working with the City Public Works committee to identify preferred locations for a grade separation so that additional study and cost estimating can be completed at those locations.”*

### **PROJECT STUDY OBJECTIVES**

There are two primary objectives that will need to be met for this project study to be successful. Each of these is discussed below. The tasks identified in this scope of work are based on meeting these objectives.

*Objective No. 1: Identify the Potential Physical Impacts the project may have on Private Property, Businesses and Potential Sensitive Environments* – Any future project studies or actions will likely be influenced by these things. Therefore, it is important to address them, at least conceptually and qualitatively in this initial feasibility study.

*Objective No. 2: Identify the Potential Cost of the Project* - Identify and document the potential range of costs of underpasses and overpasses the locations selected for study.

### **ASSUMPTIONS**

1. The study will be based on existing aerial photographs and/or topographic information to be provided by the CITY. No topographical survey will be needed for basemap development.
2. Right-Of-Way information is available from public records and/or is included with existing mapping and plan information to be provided by the CITY.
3. The presence and location of sensitive environments is available from the CITY or County.
4. Existing utility locations and any needed relocations to support proposed project are not included in the scope of work.
5. Public open house meetings and supporting graphics will not be required.
6. Geotechnical investigations and/or expertise will not be required. For the purpose of estimating costs, the study will be based on the reasonable assumption that soils in the area are deep (100 feet or more) of alluvial, fine grained deposits of sands, silts and clays. Gravel and/or rocky subsurface conditions are not likely in this area.
7. Storm water analysis and drainage design will not be needed. Space requirements for treatment and detention facilities will be based on experience with similar conditions encountered on other grade separation projects.
8. Construction phasing will not be addressed in detail.

9. For the purpose of this study, it is assumed the BNSF tracks will not be raised or permanently relocated.
10. Flow control will utilize infiltration. Infiltration rates will be assumed based on previous experience in the area. In general, it is assumed that soils in the area are good for infiltration.
11. Only basic water quality will be required based on traffic volumes and basin requirements.
12. Impervious/pervious areas will be based on a typical roadway section throughout the grade separation. Contributions from reconstruction of adjoining roadways and streets will be minimal.
13. 13. Cost estimates will be based on previous experience with similar projects. Detailed quantities will not be determined at this time.

## **TASK 1 – PROJECT ADMINISTRATION**

### **1.1 Project Administration and Management**

The CONSULTANT shall perform project administration and management tasks as follows.

1. Prepare and submit itemized monthly invoices, including a tabulation of hours expended, broken down by staff. It is assumed that costs will not be broken out by task on the invoices.
2. Provide a brief progress statement summarizing the status of the budget with each monthly invoice. It is assumed that detailed progress reports will not be required.
3. Prepare and update project schedule periodically as circumstances require.
4. Maintain all contract-required documentation.

#### **Deliverable(s)**

- Monthly invoice (one copy)
- Updated project schedules if required (one copy)

### **1.2 Team Meetings and Coordination**

The CONSULTANT shall facilitate an average of two internal project team coordination meetings per month. Meetings shall be approximately 1 hour in duration and shall be attended by an average of three CONSULTANT team members, including two CONSULTANT discipline specialists for civil roadway design and structural design.

The CONSULTANT shall facilitate up to four meetings with City of Marysville Public Works staff. The meetings shall be approximately 2 hours in duration and shall be attended by an average of two CONSULTANT team members. The CONSULTANT shall prepare an agenda and shall provide summary notes afterwards. It is anticipated that the meetings shall occur at appropriate project milestones as follows.

1. Project Kick-Off.

2. Alignment screening.
3. Presentation of alternatives.
4. Meeting to discuss and resolves comments on the study deliverable described.
- 5.

**Deliverable(s)**

Meeting summary notes.

**1.3 Quality Assurance**

The CONSULTANT shall provide QA/QC for all design work in accordance with the CONSULTANT's QA/QC standards.

**Deliverable(s)**

None anticipated.

**TASK 2 – INFORMATION GATHERING/BASEMAPS**

Starting with information provided by the CITY, and any other information readily available to the CONSULTANT, a project base map will be created for use in the study. As part of this effort the CONSULTANT staff will identify, and attempt to fill, gaps in the information required to meet the project objectives described above. The resulting base map will be presented at an alignment screening workshop as part of TASK 3. Any deficiencies will be discussed with the CITY and a determination made if additional information is required to proceed with the study. The efforts to obtain any additional information will be provided as a supplemental service.

**Deliverable(s)**

A separate final deliverable for this is not anticipated. The draft project base map will be used for the alignment screening described in TASK 3. A final project basemap, including any supplemental information obtained after the alignment screening will be incorporated in the deliverable for the summary memo for TASK 6.

**TASK 3 – PRELIMINARY ALIGNMENT SCREENING**

Up to 5 alignments will be identified conceptually. Three of these are assumed to be the ones previously identified by the CITY. Two additional alignments will be proposed by the CONSULTANT in consultation with the CITY. The 5 alignments will be screened down to 1 to be evaluated and studied as described below. This process will be completed at a workshop to be facilitated by the CONSULTANT. A formal detailed screening process based on screening criteria will not be used. The screening will be based on a qualitative discussion and the rationale captured in a brief memorandum.

It is anticipated that a more formal screening analysis would need to be completed at a later date if the CITY decide to pursue the project and after conferring with Public Works subcommittee on additional alignments to be studied in more detail. It is understood that City staff may use the results of this preliminary screening and the concept level costs for an overpass and an underpass to work with elected officials to determine alignment alternatives to be considered in a more detailed engineering analysis at a future time.

**Deliverable(s)**

A draft screening memorandum will be prepared and submitted to the CITY for review and comments. A final screening memorandum, incorporating the CITY's comments will be prepared and will be incorporated in the deliverable for the summary memo for TASK 6.

**TASK 4 – OVERPASS ALTERNATIVE DEVELOPMENT**

The CONSULTANT will develop plan and profile for overpasses of the BNSF at the location identified by the alignment screening effort described in TASK 3. The CONSULTANT will prepare the following information.

- A preliminary determination of the type and size of the bridge and the extent of fills and retaining walls.
- Cost estimates for the overpasses will be based primarily costs per square foot of structures, retained embankment and at grade roadway. Most costs will be based on plug cost numbers that will be based on experience with similar recent projects.
- A list of possible ROW takes and/or construction easements will be prepared.
- Stormwater facilities will be sized by comparison to past projects.
- A list of any environmentally sensitive areas located within the footprint of the proposed overpass projects will be developed. A detailed analysis of potential environmental impacts of and associated mitigation will not be addressed.

**Deliverable(s)**

A separate final deliverable for this is not anticipated. The results of this effort will be presented at a project workshop/presentation and incorporated in a summary memo, all as described for the TASK 6.

**TASK 5 – UNDERPASS ALTERNATIVE DEVELOPMENT**

The CONSULTANT will develop plan and profile for underpasses of the BNSF at the location determined by the screening analysis. The CONSULTANT will prepare the following information.

- A preliminary determination of the type and size of the RR bridge, the extent of excavations and retaining walls. This will also include a preliminary determination of the size and extent of a bottom seal needed to create a watertight underpass. Ground water elevations will be assumed based on information from past construction in the area and/or information from wells in the area.
- Cost estimates for the overpasses will be based primarily on plug cost numbers that will be based on experience with similar recent projects. A narrative description of the estimate, including unknowns will be provided.
- Pump station costs will be based upon previous recent experience. It is assumed that operating and maintenance costs, if required, will be provided by the CITY.
- The need for a temporary shoe fly of the BNSF will be addressed and, if required, a cost will be estimated based upon previous recent experience.
- A list of possible ROW takes and/or construction easements will be prepared.
- Stormwater facilities will be sized based on comparison with past projects.
- A list of any environmentally sensitive areas located within the footprint of the proposed overpass projects will be developed. A detailed analysis of potential environmental impacts of and associated mitigation will not be addressed.

**Deliverable(s)**

A separate final deliverable for this is not anticipated. The results of this effort will be presented at a project workshop/presentation and incorporated in a summary memo, all as described for the TASK 6.

**TASK 6 – ALTERNATIVE SUMMARY PRESENTATION AND MEMORANDUM**

The results of TASKS 5 and 6 will be presented at a project meeting/workshop. A comment form will be provided at that meeting. Comments provided by the CITY at the meeting will be captured in the form. The CITY will also be provided an opportunity to follow up with additional comments and questions within a mutually agreed time frame. It is assumed the CITY will collect all comments, eliminate duplicates and resolve comments outside the scope of the CONSULTANT's scope of work (as much as practical) before submitting comments to the CONSULTANT.

The CONSULTANT will meet with the CITY a second time to agree on how all comments will be addressed. Presentation materials will be updated as required and summary memo of approximately 10 pages will be prepared and submitted to the CITY for review and comment. The CONSULTANT will meet with the CITY again, if required, and subsequently finalize the

summary memo and supporting work products. It is assumed there will be only one round of comments on the memorandum.

**Deliverable(s)**

A draft and final summary memo documenting the results of the study.

**SCHEDULE**

The CONSULTANT will complete all tasks within a mutually agreeable time frame.