

## **Marysville City Council Meeting**

**May 11, 2015**

**7:00 p.m.**

**City Hall**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

- A. Proclamation: Declaring May 14, 2015 as Arbor Day in the City of Marysville \*
- B. Proclamation: Declaring May 15, 2015 as Peace Officers' Memorial Day and May 11 – 17 as Police Week in the City of Marysville \*
- C. Legislature Updates from Representative Harmsworth \*

**Audience Participation**

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

- 1. Approval of the April 6, 2015 City Council Work Session Minutes
- 2. Approval of the April 13, 2015 City Council Meeting Minutes

**Consent**

- 3. Consider Approving the April 22, 2015 Claims in the Amount of \$359,871.12; Paid by Check Numbers 99523 through 99688 with Check Number 99237 Voided
- 4. Consider Approving the April 29, 2015 Claims in the Amount of \$461,444.18; Paid by Check Numbers 99689 through 99839 with Check Number 92644 Voided
- 5. Consider Approving the April 20, 2015 Payroll in the Amount of \$904,826.68; Paid by Check Numbers 28791 through 28824
- 8. Consider Approving the Interlocal Agreement with the City of Stanwood for Outdoor Video Services
- 10. Consider Approving the Master Permit Agreement with Maryfest Inc. to Present the 2015 Marysville Strawberry Festival as Proposed
- 11. Consider Approving the Three Separate Landowner Agreements between the City of Marysville and the Adopt-A-Stream Foundation

***\*These items have been added or revised from the materials previously distributed in the packets for the May 4, 2015 Work Session.***

## Marysville City Council Meeting

**May 11, 2015**

**7:00 p.m.**

**City Hall**

15. Consider Approving the May 5, 2015 Payroll in the Amount of \$1,566,744.32; Paid by Check Numbers 28825 through 28873 \*

### **Review Bids**

6. Consider Awarding the Qwuloolt Fill Site Project to CPC Materials dba Smokey Point Concrete in the Amount of \$65,450.00 Including Washington State Sales Tax and Approve a Management Reserve of \$20,000.00 for Total Allocation of \$85,450.00. \*

### **Public Hearings**

7. Consider the Citizen Advisory Committee's Recommendation and Adopt the 2015-2019 Consolidated Plan (*Public Hearing will be held May 11, 2015*)

An **Ordinance** Adopting the 2015 – 2019 Community Development Block Grant Consolidated Plan Pursuant to 24 Code of Federal Regulations (CFR) Part 91

### **New Business**

9. Consider the Seven Firework Stand Permit Applications Submitted by TNT Fireworks and Approve the One Firework Stand Permit Application each Submitted by Park Ridge Community Church/Shock N Awe Fireworks, Western Fireworks, and Costco Wholesale Corporation \*

13. Consider a **Resolution** Declaring Vehicles, Pumps, and Other Certain Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof

14. Consider a **Resolution** Declaring an Emergency and Waiving the Requirement for Public Bidding for Repairs and Replacement of the Damaged Public Safety Building Video Security System

### **Legal**

### **Mayor's Business**

### **Staff Business**

### **Call on Councilmembers**

### **Executive Session**

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

### **Adjourn**

*\*These items have been added or revised from the materials previously distributed in the packets for the May 4, 2015 Work Session.*

**Marysville City Council Meeting****May 11, 2015****7:00 p.m.****City Hall**

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.

*\*These items have been added or revised from the materials previously distributed in the packets for the May 4, 2015 Work Session.*

*Update*  
*Index #A*



## PROCLAMATION CITY OF MARYSVILLE

- Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas, Arbor Day is now observed throughout the nation and the world, and
- Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
- Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Jon Nehring, Mayor of the City of Marysville, Washington, do hereby proclaim

### **May 14, 2015 as Arbor Day In the City of Marysville, Washington**

and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Under my hand and seal this 11 day of May, 2015

CITY OF MARYSVILLE

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MAYOR JON NEHRING

*Update*  
*Index # B*



## PROCLAMATION

### **Declaring May 15, 2015 as Peace Officers' Memorial Day and May 11 – 17 as Police Week in the City of Marysville**

- WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and
- WHEREAS, the officers of the City of Marysville Police Department embody the idea of citizenship, and that our rights come with responsibilities to ourselves and to others; and
- WHEREAS, the Marysville Police Department plays an essential role in safeguarding the rights and freedoms of the City of Marysville; and
- WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and extraordinary sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, protecting them against violence and disorder, and protecting the innocent against deception and the weak against oppression; and
- WHEREAS, the men and women of the City of Marysville Police Department selflessly provide a integral public service – and do so with a commitment to honor, courage, professionalism and integrity; and

NOW, THEREFORE I, JON NEHRING, MAYOR OF THE CITY OF MARYSVILLE on behalf of the City Council and our community do hereby proclaim May 15, 2015, as

### **Peace Officers' Memorial Day**

and further proclaim the week of May 11 through 17, 2015 as

### **Police Week**

in the City of Marysville. I call upon citizens of Marysville to observe Friday, May 15, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or who have become disabled in the performance of duty. Let each of us reflect on the ways in which our lives have been touched by the peace officers who stand guard over our community and neighborhoods.

Under my hand and seal this eleventh day of May, 2015.

THE CITY OF MARYSVILLE

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*Mayor Jon Nehring*

# *Index #1*

COUNCIL*DRAFT*  
MINUTES**Work Session**  
*April 6, 2015***Call to Order / Pledge of Allegiance**

Mayor Nehring called the work session 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:** Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

**Absent:** Steve Muller

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

Finance Director Langdon stated that Councilmember Muller had informed the Council he would be out of town tonight.

**Motion** made by Councilmember Seibert, seconded by Councilmember Norton, to excuse Councilmember Muller's absence. **Motion** passed unanimously (6-0).

**Executive Session**

City Attorney Jon Walker recommended going into Executive Session to discuss one item regarding the acquisition of real estate for five minutes with action expected afterwards. Council recessed into Executive Session at 7:03 p.m. and reconvened at 7:08 p.m.

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**Motion** made by Councilmember Seibert, seconded by Councilmember Toyer, to approve the agenda with the addition of item 16 – Whiskey Ridge Reservoir Condemnation Ordinance. **Motion** passed unanimously (6-0).

**Motion** made by Councilmember Seibert, seconded by Councilmember Vaughan, to waive normal rules and take possible action on item 16 tonight. **Motion** passed unanimously (6-0).

## **Committee Reports**

Councilmember Wright reported that the Public Safety Committee meeting met on March 25. The police have been very busy. The regional property crimes unit has been very effective with great teamwork and made a lot of arrests, particularly with repeat offenders. Much of the property has been recovered. The SWAT Team has been active and successful. They have responded to over 2000 calls in three months. The neighborhood watch program and the business watch have been very active. Councilmember Seibert reported that the K-9 unit is going to have one of the first dogs trained to not trigger on marijuana since it's no longer illegal. It will be the first dog in the area with such training.

Jeff Seibert reported on the Public Works Committee meeting on April 3 where the following items were discussed:

- An ordinance regarding cross connection compliance enforcement will be coming to Council soon.
- There was discussion about a review of the discount for education facilities for stormwater fees.
- The business recycling pilot program went very well. Staff is looking for another grant in the next grant cycle.
- Solid waste routing software helps the City be more efficient. Staff is looking at putting pads on trucks so people don't have to be on cell phones; they can be on email.
- There was an update on the waste water treatment building.
- There was an update on the Marysville west utility sales.
- There was an update on the combination and TBD and pavement preservation program.

## **Presentations**

None

## **Discussion Items**

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

1. Approval of the March 16, 2015 City Council Meeting Minutes.

*DRAFT***Consent**

2. Consider the March 18, 2015 Claims in the Amount of \$851,267.32; Paid by Check Number's 98658 through 98885 with Check Number 96961 Voided.
3. Consider the March 20, 2015 Payroll in the Amount of \$1,178,802.66; Paid by Check Number's 28716 through 28753.
4. Consider the March 25, 2015 Claims in the Amount of \$292,287.83; Paid by Check Numbers 98886 through 99044 with No Checks Voided.

**Review Bids**

5. Consider Awarding the 2015 Pavement Preservation Program to CEMEX Construction Materials Pacific LLC in the Amount of \$1,214,684.00 Including Washington State Sales Tax and Approve a Management Reserve of \$85,316.00 for a Total Allocation of \$1,300,000.00.

Director Nielsen stated that this is to award the contract to start the overlay program with TBD money.

6. Consider Awarding the State Avenue Corridor Improvements (116<sup>th</sup> Street NE to 136<sup>th</sup> Street NE) to RRJ Company LLC in the Amount of \$2,925, 746.00 Including Washington State Sales Tax and Approve a Management Reserve of \$300,000.00 for a Total Allocation of \$3,225,746.00.

Director Nielsen stated that TIB reallocated their funds. Staff is asking for a management reserve in case anything comes up. This is for the additional two lanes on the east side of State Avenue from 116<sup>th</sup> to 136<sup>th</sup>.

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

7. Consider the Supplemental Agreement No. 2 to the Professional Services Agreement with BHC Consultants.

Director Nielsen stated this is to move forward with the recommendation from the pilot study with Zenon and start with design recommendations from the Public Works Committee.

8. Consider the Lease Agreement with Allen Creek Community Church for the Purpose of Providing a Farmers Market at 1035 State Avenue from May 31, 2015 through October 31, 2015.

Parks and Recreation Director Ballew stated that Allen Creek Community Church is interested in partnering with the City to do a Farmers Market. He reviewed details of the

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proposal. They intend to operate on Saturdays from 10 to 2 from May through October with the exception of Strawberry Festival weekend.

9. Consider the Final Plat of Rock Creek North Division 2, Phase 3.

CAO Hirashima reviewed this item. There were no further comments or questions.

10. Consider the Service Agreement with Frontier Communications of America, Inc.

Worth Norton stated that this is an extension of terms of an RFP from three years ago.

11. Consider the Interlocal Cooperation Agreement with Snohomish County Concerning Acquisition of Property with Conservation Futures Funds.

Director Ballew stated that the City closed on the Crane property today. The Conservation Futures Funds grant reimburses the City for those acquisition costs.

12. Consider the Lease Agreement with Copiers Northwest, Inc. and Wells Fargo Financial Leasing, Inc. for the Lease of Two Canon Multifunction Copiers for Deployment to the Police Records and Patrol Departments.

Worth Norton reviewed this agreement with Copiers Northwest and Wells Fargo Financial Leasing. He explained that these copiers are an upgrade from a more reliable vendor with 24/7 service.

13. Consider Accepting the SR 528 and 53<sup>rd</sup> Avenue NE Intersection Improvements Project with Transportation System, Inc., Starting the 45-Day Lien Filing Period for Project Closeout.

Director Nielsen explained that this was a project done with grant money. It's exciting to get this completed. Staff is ready to do the project closeout and start the 45-day lien period.

14. Consider the Professional Services Agreement Supplement No. 1 in the Amount of \$10,000.00 with Blue Marble Environmental LLC.

Director Nielsen reported that the City was so successful with participation in the current program that the City will be applying for a grant to continue the program next year.

15. A **Resolution** of the City of Marysville Declaring Certain Electronic Items of Personal Property to be Surplus and Authorizing the Sale or Disposal thereof.

Worth Norton stated that what can be sold will be, but much of the items must be recycled due to the sensitive nature of the information on it them.

## Legal



## 16. Whiskey Ridge Reservoir – Condemnation Ordinance

City Attorney Walker stated that negotiations with the property owner are ongoing and this is just one more step in the process.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to approve Ordinance No. 2991 authorizing the condemnation, appropriation, and acquisition of the property at 3742 – 87<sup>th</sup> Avenue NE for the purpose of a new reservoir. **Motion** passed unanimously (6-0).

## Mayor's Business

Mayor Nehring had the following comments:

- Thanks to Chief Corn for his many years of service.
- The Marysville Ford grand opening and ribbon cutting was particularly nice.
- There was a supervisors training on March 30 related to damage assessment for emergency operations.
- The SERS Board discussed and approved moving the SERS Snohomish County Radio System offices and facilities to Marysville adjacent to the Sheriff's Office.
- He commended Jim Ballew and his staff for a great Easter Egg Hunt. This continues to be the highlight of a lot of families' Easter festivities.
- Marysville's bill made it out of the House Finance Committee. It goes to Rules next.

## Staff Business

Sandy Langdon:

- She commented regarding the state budget. The streamlined sales tax was in jeopardy, but is looking better.
- There will be a TBD meeting on April 20. Officers need to be elected by the second meeting of the year.

Jim Ballew:

- Clean Sweep is happening this weekend. There will be a concentrated effort on Mother Nature's Window from 10 to 2.
- There will also be some rebeautification projects along State Avenue.
- The Baxter Building should be done and ready for move-in mid-April.

Kevin Nielsen:

- He commended Mayor Nehring and Gloria Hirashima for their nice words at Dennis Kendall's funeral.
- Happy Easter to everyone.
- Public Works is hiring seasonal workers to help with picking up trash and helping to freshen up the City.
- Staff is applying for a TIGER grant for I-5 and 529.

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- Clean Sweep is coming up soon. Public Works and Parks are working together to complete many improvements.
- The Baxter Building looks amazing.

Chief Smith reported that in the first three months of the year the NITE Team has written 33 search warrants which is very impressive. They have taken 20 firearms off the street. This does not include the 11 that were taken by the Property Crimes Unit where the NITE team assisted. They have seized about two pounds of meth and two pounds of heroin worth about \$180,000. They have arrested 77 people for felony crimes. This does not include the 63 misdemeanor crimes that they have taken people in for. For the first quarter of 2015 the City is down 42% in crimes. Burglaries are down 49% since 2013. Vehicle prowls are down 50%. He commended Public Works, Code Enforcement, Parks, and City Staff support.

City Attorney Jon Walker stated the need for Closed Session to discuss one labor negotiation issue under RCW 42.30.140(4)(a) and one personnel matter in Executive Session for a total of 15 minutes.

CAO Hirashima reported there was a very well-attended meeting regarding the Lakewood Sub-Area Plan. There is a link online for all the materials presented. Director Nielsen stated there was an article in the *Globe* and the *North County Outlook* on the topic.

### **Call on Councilmembers**

Michael Stevens had no comments.

Rob Toyer had no comments.

Kamille Norton:

- Congratulations to Chief Smith and the Police Department.
- She also enjoyed the Marysville Ford ribbon cutting and grand opening.
- Dennis Kendall's ceremony was also very nice.

Donna Wright:

- The Easter Egg Hunt was wonderful. She thought the addition of the extra events for children made things run more smoothly.
- She received a flier for the Wenatchee AWC Annual Conference. Mayor Nehring indicated that council members could sign up with Leah at any time.

Jeff Seibert said he attended the Lakewood Sub-Area Plan Meeting and was surprised by the number of people there. It's good to see that people are interested.

Jeff Vaughan had no comments.

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Council recessed at 7:45 for five minutes and reconvened into Executive Session/Closed Session at 7:50 to discuss one labor negotiation item and one personnel item for 15 minutes with no action.

### **Executive Session**

- A. Litigation
- B. Personnel – 1 items with no action expected (RCW 42.30.110(1)(g)).
- C. Real Estate

Executive Session/Closed Session extended ten minutes.

Executive Session/Closed Session extended five minutes.

Executive Session/Closed Session ended and public meeting reconvened at 8:20 p.m.

### **Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:20 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

# *Index #2*

<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 Award – Worth Norton, 10 years	Presented
Regional New World Reporting System	Presented
Proclamation: Declaring Yueqing, China, as an Official Friendship City of the City of Marysville.	Presented
<b>Approval of Minutes</b>	
Approval of the March 16, 2015 City Council Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Consider Approving the March 18, 2015 Claims in the Amount of \$851,267.32; Paid by Check Number's 98658 through 98885 with Check Number 96961 Voided.	Approved
Consider Approving the March 20, 2015 Payroll in the Amount of \$1,178,802.66; Paid by Check Number's 28716 through 28753.	Approved
Consider Approving the March 25, 2015 Claims in the Amount of \$292,287.83; Paid by Check Numbers 98886 through 99044 with No Checks Voided.	Approved
Consider the Supplemental Agreement No. 2 to the Professional Services Agreement with BHC Consultants.	Approved
Consider Approving the Lease Agreement with Allen Creek Community Church for the Purpose of Providing a Farmers Market at 1035 State Avenue from May 31, 2015 through October 31, 2015.	Approved
Consider Approving the Final Plat of Rock Creek North Division 2, Phase 3.	Approved
Consider Approving the Service Agreement with Frontier Communications of America, Inc.	Approved
Consider Approving the Interlocal Cooperation Agreement with Snohomish County Concerning Acquisition of Property with Conservation Futures Funds.	Approved
Consider Approving the Lease Agreement with Copiers Northwest, Inc. and Wells Fargo Financial Leasing, Inc. for the Lease of Two Canon Multifunction Copiers for Deployment to the Police Records and Patrol Departments.	Approved
Consider Accepting the SR 528 and 53rd Avenue NE Intersection Improvements Project with Transportation System, Inc., Starting the 45-Day Lien Filing Period for Project Closeout.	Approved
Consider Approving the Professional Services Agreement Supplement No. 1 in the Amount of \$10,000.00 with Blue Marble Environmental LLC.	Approved
Consider Approving the April 1, 2015 Claims in the Amount of \$1,579,146.06; Paid by Check Numbers 99045 through 99185 with Check Number 97547 Voided.	Approved
Consider Approving the April 3, 2015 Payroll in the Amount of \$1,577,000.37; Paid by Check Numbers 28754 through 28790.	Approved

<b>Review Bids</b>	
Consider Awarding the 2015 Pavement Preservation Program to CEMEX Construction Materials Pacific LLC in the Amount of \$1,214,684.00 Including Washington State Sales Tax and Approve a Management Reserve of \$85,316.00 for a Total Allocation of \$1,300,000.00.	Approved
Consider Awarding the State Avenue Corridor Improvements (116 <sup>th</sup> Street NE to 136 <sup>th</sup> Street NE) to RRJ Company LLC in the Amount of \$2,925,746.00 Including Washington State Sales Tax and Approve a Management Reserve of \$300,000.00 for a Total Allocation of \$3,225,746.00.	Approved
<b>Public Hearings</b>	
<b>New Business</b>	
Consider Approving the <b>Resolution</b> Declaring Certain Electronic Items of Personal Property to be Surplus and Authorizing the Sale or Disposal thereof.	Approved Res. No. 2373
Consider the Purchase of Surplus Properties from Washington State Department of Transportation and Authorize the Mayor to Sign the Quit Claim Deeds for Referenced Properties.	Approved
Consider the Quitclaim Deed from Washington State Department of Transportation Conveying Property to the City of Marysville.	Approved
<b>Mayor's Business</b>	
Consider Approving the Civil Service Commission Appointment: Joshua Estes.	Approved
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	7:55 p.m.
<b>Executive Session</b>	8:00 p.m.
<b>Real Estate – 4 items</b>	
<b>Reconvenement</b>	8:17 p.m.
<b>ACTION</b>	Approved one item
<b>Adjournment</b>	8:17 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
April 13, 2015

**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 John Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

**Committee Reports**

**Approval of the Agenda**

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

**Committee Reports**

None

**Presentations**

A. Employee Services Award

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Finance Director Sandy Langdon presented Information Services Manager Worth Norton with an Employee Services Award for his ten years of exemplary service from January 2005 to January 2015 and his tireless dedication and commitment to the City.

**B. Regional New World Reporting System**

Kurk Mills, Executive Director, SnoPac, gave a PowerPoint presentation on the Regional New World Reporting System. He reviewed the project background, Legacy System overview, New World Systems overview, project challenges/delays, and the current status. He summarized that despite early challenges they are positioned to go live on June 9. There is active training underway for police, fire, and 9-1-1. Mayor Nehring commended Kurk Mills, SnoPac, the IT Department, and Chief Smith for their work on this project.

**C. Proclamation: Declaring Yueqing, China, as an Official Friendship City of the City of Marysville.**

Mayor Nehring explained that a delegation of officials from Yueqing, China will be visiting the City in April. He read the Proclamation into the record and stated that the Proclamation would be delivered to the representatives from China during their visit.

**Audience Participation**

None

**Approval of Minutes**

1. Approval of the March 16, 2015 City Council Meeting Minutes.

**Motion** made by Councilmember Stevens, seconded by Councilmember Norton, to approve the March 16, 2015 City Council Meeting Minutes as presented. **Motion** passed unanimously (6-0) with Councilmember Toyer abstaining as he was not at the March 16 meeting.

**Consent**

2. Consider Approving the March 18, 2015 Claims in the Amount of \$851,267.32; Paid by Check Number's 98658 through 98885 with Check Number 96961 Voided.
3. Consider Approving the March 20, 2015 Payroll in the Amount of \$1,178,802.66; Paid by Check Number's 28716 through 28753.
4. Consider Approving the March 25, 2015 Claims in the Amount of \$292,287.83; Paid by Check Numbers 98886 through 99044 with No Checks Voided.



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7. Consider Approving the Supplemental Agreement No. 2 to the Professional Services Agreement with BHC Consultants.
8. Consider Approving the Lease Agreement with Allen Creek Community Church for the Purpose of Providing a Farmers Market at 1035 State Avenue from May 31, 2015 through October 31, 2015.
9. Consider Approving the Final Plat of Rock Creek North Division 2, Phase 3.
10. Consider Approving the Service Agreement with Frontier Communications of America, Inc.
11. Consider Approving the Interlocal Cooperation Agreement with Snohomish County Concerning Acquisition of Property with Conservation Futures Funds.
12. Consider Approving the Lease Agreement with Copiers Northwest, Inc. and Wells Fargo Financial Leasing, Inc. for the Lease of Two Canon Multifunction Copiers for Deployment to the Police Records and Patrol Departments.
13. Consider Accepting the SR 528 and 53rd Avenue NE Intersection Improvements Project with Transportation System, Inc., Starting the 45-Day Lien Filing Period for Project Closeout.
14. Consider Approving the Professional Services Agreement Supplement No. 1 in the Amount of \$10,000.00 with Blue Marble Environmental LLC.
17. Consider Approving the April 1, 2015 Claims in the Amount of \$1,579,146.06; Paid by Check Numbers 99045 through 99185 with Check Number 97547 Voided.
18. Consider Approving the April 3, 2015 Payroll in the Amount of \$1,577,000.37; Paid by Check Numbers 28754 through 28790.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve Consent Agenda items 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 17, and 18. **Motion** passed unanimously (7-0).

### **Review Bids**

5. Consider Awarding the 2015 Pavement Preservation Program to CEMEX Construction Materials Pacific LLC in the Amount of \$1,214,684.00 Including Washington State Sales Tax and Approve a Management Reserve of \$85,316.00 for a Total Allocation of \$1,300,000.00.

Director Nielsen stated there was no additional information since the last Work Session, but staff is eager to get started on overlays earlier than last year.

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**Motion** made by Councilmember Norton, seconded by Councilmember Muller, to authorize the Mayor to sign and execute the 2015 Pavement Preservation Program Contract with CEMEX Construction Materials Pacific LLC in the Amount of \$1,214,684.00 Including Washington State Sales Tax and Approve a Management Reserve of \$85,316.00 for a Total Allocation of \$1,300,000.00. **Motion** passed unanimously (7-0).

6. Consider Awarding the State Avenue Corridor Improvements (116<sup>th</sup> Street NE to 136<sup>th</sup> Street NE) to RRJ Company LLC in the Amount of \$2,925,746.00 Including Washington State Sales Tax and Approve a Management Reserve of \$300,000.00 for a Total Allocation of \$3,225,746.00.

Director Nielsen pointed out that TIB is the funding partner for this project.

**Motion** made by Councilmember Seibert, seconded by Councilmember Norton, to authorize the Mayor to sign and executive the State Avenue Corridor Improvements (116<sup>th</sup> Street NE to 136<sup>th</sup> Street NE) contract with RRJ Company LLC in the Amount of \$2,925,746.00 Including Washington State Sales Tax and Approve a Management Reserve of \$300,000.00 for a Total Allocation of \$3,225,746.00. **Motion** passed unanimously (7-0).

## **Public Hearings**

### **New Business**

15. Consider Approving the **Resolution** Declaring Certain Electronic Items of Personal Property to be Surplus and Authorizing the Sale or Disposal thereof.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to adopt Resolution No. 2373. **Motion** passed unanimously (7-0).

20. Consider the Bargain and Sale Deed Conveying Property to the City of Marysville.

CAO Hirashima stated that this deed would conclude a property transfer between the City of Marysville and the Tulalip Tribes.

**Motion** made by Councilmember Muller, seconded by Councilmember Seibert to approve the Bargain and Sale Deed Conveying Property to the City of Marysville. **Motion** passed unanimously (7-0).

21. Consider the Purchase of Surplus Properties from Washington State Department of Transportation and Authorize the Mayor to Sign the Quit Claim Deeds for Referenced Properties.

**Motion** made by Councilmember Muller, seconded by Councilmember Toyer to authorize the staff to complete the Purchase of Surplus Properties from Washington

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State Department of Transportation and Authorize the Mayor to Sign the Quit Claim Deeds for Referenced Properties. **Motion** passed unanimously (7-0).

22. Consider the Quitclaim Deed from Washington State Department of Transportation Conveying Property to the City of Marysville.

**Motion** made by Councilmember Stevens, seconded by Councilmember Muller, to authorize the Mayor to sign the Quitclaim Deed from Washington State Department of Transportation Conveying Property to the City of Marysville. **Motion** passed unanimously (7-0).

## Legal

### Mayor's Business

19. Consider Approving the Civil Service Commission Appointment: Joshua Estes.

**Motion** made by Councilmember Wright, seconded by Councilmember Norton, to approve the Civil Service Commission Appointment of Joshua Estes. **Motion** passed unanimously (7-0).

Mayor Nehring had the following comments:

- Thanks to everyone involved for another great Clean Sweep which centered on Mother Nature's Window.
- Maryville Tulalip Chamber had their volunteer recognition last week. He commended those volunteers who put in a tremendous amount of time.
- The Shred-a-thon will be happening this weekend.

### Staff Business

Chief Smith:

- He acknowledged Worth Norton and Sandra Gyurkovics for the tremendous amount of work he has done getting ready for the New World System.
- He also commended Sandy Langdon for her participation and input on the Budget Committee through SnoPac.

Sandy Langdon stated that there would be a TBD meeting on Monday at 5:30 p.m.

Jon Walker:

- He stated the need for an Executive Session to discuss four items related to the acquisition of real estate through purchase or lease for 15 minutes with action expected on one of the items following the Executive Session.
- He announced that the City hired a Deputy City Attorney who started today.

Kevin Nielsen:

- The City looks great.

*DRAFT*

- Seasonal employees will be starting soon to help with picking up trash and weed eating, etc. He believes this really changes the image of the City.
- Containers were put out in the City.
- Ken Baxter Building looks great, but there was a water issue today with a broken side sewer.
- At the TBD meeting staff will review the annual plan and the project list for 2015. Some of the projects have been changed because of grant money.

Jim Ballew:

- Clean Sweep was a great success. 26 volunteers showed up. 14 Public Works and Parks employees agreed to work overtime on Saturday, and felt it was a very rewarding experience.
- There will be a community meeting shortly with the residents of the Rolling Greens area to let them know what the City is doing.
- There was a craft show at Totem Middle School with over 65 vendors from 10 am to 6 pm.
- He commended Kevin Nielsen for his work at the Ken Baxter Building.
- Over 601 kids are starting to play soccer this week.
- Adult softball will also be starting at Strawberry Fields.
- Marysville has been selected for Tree City USA for the 5<sup>th</sup> year in a row.

Worth Norton thanked Chief Smith and his staff for being supportive with technical issues. He especially recognized Sandy Langdon and her staff for their work.

Gloria Hirashima:

- She commented that the State Avenue corridor improvement project is a great project. She expressed appreciation to the Public Works staff that applied for and received the TIB grant for \$2.5 million.
- The City received a Well City Award again this year which provides significant savings on health care costs. Thanks to the Wellness Committee and everyone who participated.

### **Call on Councilmembers**

Kamille Norton commented that it is exciting to hear that Clean Sweep was such a success.

Steve Muller thanked Worth Norton for his ten years of service and expressed appreciation for the Mother Nature's Window Project.

Rob Toyer commended Worth Norton on his work on SnoPac.

Michael Stevens expressed appreciation for the update on SnoPac. He is looking forward to June 9.

*DRAFT*

Jeff Seibert said he was contacted by a citizen concerned about traffic speeding near 74<sup>th</sup> Place. Director Nielsen took down the information and said that staff would look into it.

Donna Wright thanked Worth Norton and Chief Smith for their work on the New World System.

Jeff Vaughan had no comments.

Council recessed from 7:55 to 8:00 then reconvened into Executive Session for fifteen minutes to discuss four items related to the acquisition of real estate through purchase or lease with action expected on one item.

### **Adjourn**

#### **A. Litigation**

#### **B. Personnel**

**C. Real Estate** – four items per RCW 42.30.110(1)(b) with action expected on one item.

Executive session extended two minutes.

Executive session ended and public meeting reconvened at 8:17 PM

**Motion** made by Councilmember Muller, seconded by Councilmember Stevens to authorize the Mayor to sign the purchase and sale agreement in the amount of \$575,000 for tax parcel 005907-000-248-00. **Motion** passed unanimously (7-0).

### **Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:17 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Mayor  
Jon Nehring

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April O'Brien  
Deputy City Clerk

# *Index #3*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 11, 2015

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 <b>April 22, 2015</b> claims in the amount of <b>\$359,871.12</b> paid by <b>Check No.'s 99523 through 99688 with Check No. 99237 voided.</b>
COUNCIL ACTION:

BLANKET CERTIFICATION

28

**CLAIMS**  
FOR  
**PERIOD-4**

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 **\$359,871.12 PAID BY CHECK NO.'S 99523 THROUGH 99688 WITH CHECK NO. 99237 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 **11<sup>TH</sup> DAY OF MAY 2015.**

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF MARYSVILLE  
INVOICE LIST**

**FOR INVOICES FROM 4/16/2015 TO 4/22/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
99523	ABELLA, COLENDRINO	INTERPRETER SERVICES	COURTS	150.00
99524	ABOU-ZAKI, KAMAL		COURTS	150.00
99525	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
99526	AKAU, AUSTIN	REIMBURSE TESTING FEES	UTIL ADMIN	58.00
99527	ALBERTSONS	MEETING SUPPLIES	UTIL ADMIN	21.27
99528	ALBERTSONS	SPECIAL EVENT SUPPLIES	RECREATION SERVICES	397.26
99529	AMERICAN SOCCER COMP	SOCCER SUPPLIES	GENERAL FUND	-73.65
	AMERICAN SOCCER COMP		RECREATION SERVICES	910.54
99530	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.32
	ARAMARK UNIFORM		MAINTENANCE	11.37
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.59
99531	ARLINGTON, CITY OF	ARL CHRISTIAN SCHOOL USAGE	SOURCE OF SUPPLY	117.01
99532	BALOK, ANTONIA	REFUND CLASS FEES	PARKS-RECREATION	50.00
99533	BANK OF AMERICA	PARKING REIMBURSEMENT	POLICE ADMINISTRATION	6.00
99534	BANK OF AMERICA	MEAL REIMBURSEMENT	OFFICE OPERATIONS	49.18
99535	BANK OF AMERICA	SUPPLY REIMBURSEMENT	RECREATION SERVICES	249.64
99536	BANK OF AMERICA	TRAVEL/EMPLOYEE APPRECIATION R	UTIL ADMIN	111.84
	BANK OF AMERICA		UTIL ADMIN	168.16
99537	BANK OF AMERICA	AD REIMBURSEMENT	GENERAL SERVICES - OVERH	300.00
99538	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	-550.00
	BANK OF AMERICA		POLICE PATROL	125.00
	BANK OF AMERICA		POLICE INVESTIGATION	180.94
	BANK OF AMERICA		POLICE ADMINISTRATION	639.00
99539	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-8.28
	BANK OF AMERICA		POLICE INVESTIGATION	56.89
	BANK OF AMERICA		POLICE PATROL	203.44
	BANK OF AMERICA		POLICE ADMINISTRATION	515.00
99540	BANK OF AMERICA	POSTAGE REIMBURSEMENT	UTIL ADMIN	507.50
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	507.50
99541	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	EXECUTIVE ADMIN	287.58
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	341.70
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	700.00
99542	BANK OF AMERICA	POSTAGE/COMMUNICATION REIMBURS	MUNICIPAL COURTS	5.44
	BANK OF AMERICA		EXECUTIVE ADMIN	33.81
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	41.37
	BANK OF AMERICA		LEGAL-GENL	64.32
	BANK OF AMERICA		POLICE ADMINISTRATION	74.05
	BANK OF AMERICA		PARK & RECREATION FAC	85.95
	BANK OF AMERICA		UTIL ADMIN	134.92
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	324.60
	BANK OF AMERICA		FINANCE-GENL	632.69
	BANK OF AMERICA		UTILITY BILLING	646.83
99543	BANK OF AMERICA	TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	1,216.52
	BANK OF AMERICA		CITY COUNCIL	7,391.75
99544	BEACH AVENUE PROJECT	UB 941256030000 1256 ASH AVE #	WATER/SEWER OPERATION	18.50
99545	BEACH STREET TOPSOIL	TOPSOIL	WATER SERVICES	58.64
99546	BENS CLEANER SALES	NOZZLES, FILTERS AND PLUGS	SIDEWALKS MAINTENANCE	302.16

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99547	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	443.77
99548	BILLING DOCUMENT SPE	MAINTENANCE FEE	UTILITY BILLING	15.00
99549	BMI	2015 MUSIC/CONCERT LICENSE FEE	RECREATION SERVICES	335.00
99550	BNSF RAILWAY COMPANY	GATE REPAIR FEES	UTIL ADMIN	173.25
	BNSF RAILWAY COMPANY	REPAIR GATE ARM FEES	UTIL ADMIN	773.58
99551	BOATLAND P & A	FOAM PADDING	EQUIPMENT RENTAL	3.26
99552	BRANOM INSTRUMENT CO	SERVICE CALL	PUMPING PLANT	1,349.12
99553	BREWER, MARTY	USED GOLF BALLS	GOLF COURSE	150.00
99554	BRINKS INC	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT	103.20
	BRINKS INC		UTIL ADMIN	103.20
	BRINKS INC		GOLF ADMINISTRATION	186.12
	BRINKS INC		UTILITY BILLING	189.78
	BRINKS INC		POLICE ADMINISTRATION	362.95
	BRINKS INC		MUNICIPAL COURTS	362.96
99555	BROWN, EDDIE	REIMBURSE TESTING FEES	UTIL ADMIN	25.00
	BROWN, EDDIE	REIMBURSE MEALS	UTIL ADMIN	29.62
99556	BRUCE, KENT D	CONTROL MODULE, HEADLIGHT AND	EQUIPMENT RENTAL	447.29
99557	BUILDING SPECIALTIES	DRYWALL	COMMUNITY CENTER	13.23
99558	BUNDY CARPETS INC	CARPET INSTALLATION	FACILITY REPLACEMENT	6,236.63
99559	BURGESS, MARYKE	REIMBURSE BANNER PURCHASE	COMMUNITY CENTER	135.74
99560	CAMPBELL, DEBBIE	UB 790610000001 6523 57TH PL N	WATER/SEWER OPERATION	61.49
99561	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
99562	CARRS ACE	TOOLS AND SIGN SHOP SUPPLIES	TRANSPORTATION MANAGEN	115.31
	CARRS ACE	PAINT, RAGS, TIE WRAPS, TAPE A	STREET LIGHTING	160.62
99563	CEMEX	ASPHALT	ROADWAY MAINTENANCE	141.72
	CEMEX	UTILITY PATCH MATERIAL	WATER SERVICES	364.69
99564	CENTRAL WELDING SUPP	SHOVEL CREDIT	ER&R	-30.25
	CENTRAL WELDING SUPP	WIPERS AND GLOVES	ER&R	128.60
	CENTRAL WELDING SUPP	WIPERS, GLOVES, SHOVELS AND RA	ER&R	133.17
	CENTRAL WELDING SUPP	RAKES AND SHOVELS	ER&R	306.06
	CENTRAL WELDING SUPP	BROOM HANDLES, TAPE AND WYPALL	ER&R	467.07
99565	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	3,782.06
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,241.29
99566	CLYDE WEST	REPAIR ACCIDENT DAMAGE TO SWEE	EQUIPMENT RENTAL	16,516.58
99567	CONCUT, INC	SAW BLADES	SEWER MAIN COLLECTION	254.36
	CONCUT, INC		ROADWAY MAINTENANCE	254.36
99568	COOK, STEVEN	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
99569	COOP SUPPLY	FILES	WATER DIST MAINS	9.87
	COOP SUPPLY	DIGGING BAR, SLEDGE HAMMER AND	TRANSPORTATION MANAGEN	188.18
99570	CORNWELL TOOLS	SHOP TOOLS	EQUIPMENT RENTAL	536.51
99571	CRESSWELL OLSON, RACH	REFUND CLASS FEES	PARKS-RECREATION	139.00
99572	CRMA INVESTMENTS LLC	UB 561490000001 3414 177TH PL	WATER/SEWER OPERATION	29.16
99573	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	DB SECURE SHRED		PERSONNEL ADMINISTRATIO	19.52
	DB SECURE SHRED		MUNICIPAL COURTS	50.38
99574	DOPPS, MARIA C.	INTERPRETER SERVICES	COURTS	104.84
99575	DUNLAP INDUSTRIAL	MOWER PARTS	ROADSIDE VEGETATION	222.59
	DUNLAP INDUSTRIAL	LIGHTING	MAINT OF GENL PLANT	239.20
	DUNLAP INDUSTRIAL	SAW BLADES	EQUIPMENT RENTAL	327.36
99576	E&E LUMBER	ANT SHIELD	COURT FACILITIES	5.21
	E&E LUMBER	RECEPTACLE AND WALL PLATES	UTIL ADMIN	7.98
	E&E LUMBER	BOWL, GASKET AND HARDWARE	COMMUNITY CENTER	9.93
	E&E LUMBER	CONNECTOR	COMMUNITY CENTER	10.42
	E&E LUMBER	SHEETROCK	MAINT OF GENL PLANT	11.84
	E&E LUMBER	POLY KIT	PARK & RECREATION FAC	13.05

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
99576	E&E LUMBER	DRAIN OPENER AND GASKET	COMMUNITY CENTER	16.27
	E&E LUMBER	INSULATION	PUBLIC SAFETY BLDG.	21.51
	E&E LUMBER	FASTENERS AND SUPPLIES	PARK & RECREATION FAC	32.72
	E&E LUMBER	TUBE CUTTER, CAPS, CYLINDER AN	COMMUNITY CENTER	34.88
	E&E LUMBER	OILER, RATCHET AND HEX KEY SET	HYDRANTS	56.36
	E&E LUMBER	GLOVES	PROTECTIVE INSPECTIONS	57.41
	E&E LUMBER	CLOTHING ROD PARTS	EQUIPMENT RENTAL	92.36
	E&E LUMBER	PAINTING SUPPLIES	PROTECTIVE INSPECTIONS	129.40
	E&E LUMBER	PRIMER AND TAPE	PROTECTIVE INSPECTIONS	173.76
	E&E LUMBER	DRUM SANDER ROLL AND PAINTING	PROTECTIVE INSPECTIONS	228.02
	E&E LUMBER	WOOD PACKAGE AND SUPPLIES FOR	MAINT OF GENL PLANT	7,043.95
99577	EAST JORDAN IRON WOR	FRAME, GRATES AND LID	STORM DRAINAGE	3,103.91
99578	ECOLOGY, DEPT. OF	STORMWATER CONSTRUCTION PERMIT	WATER CAPITAL PROJECTS	203.86
99579	ENVIRONMENTAL PRODUC	BANK FEE	FINANCE-GENL	20.00
99580	ENVIRONMENTAL PRODUC	VACTOR HOSE AND BELT	WATER/SEWER OPERATION	-217.62
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	2,690.61
99581	EVERETT STAMP WORKS	APPROVED STAMPS	COMMUNITY DEVELOPMENT-	55.87
99582	EVERETT TIRE & AUTO	TRAILER TIRES (4)	EQUIPMENT RENTAL	558.52
	EVERETT TIRE & AUTO	TIRES (6)	ER&R	719.19
99583	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	189.00
	EVERETT, CITY OF		STORM DRAINAGE	216.00
	EVERETT, CITY OF		WASTE WATER TREATMENT F	891.90
	EVERETT, CITY OF	2014 S EFFLUENT PUMP STATION E	WASTE WATER TREATMENT F	40,615.92
99584	EVERGREEN SECURITY	MONITORING/COMMUNICATION TESTS	COURT FACILITIES	117.00
99585	FASTENAL COMPANY	BITS AND HANDLES	PUMPING PLANT	29.58
99586	FERRELLGAS	TANK RENTAL	SOLID WASTE OPERATIONS	21.48
	FERRELLGAS		WATER SERVICE INSTALL	21.49
	FERRELLGAS		TRAFFIC CONTROL DEVICES	21.49
	FERRELLGAS		ROADWAY MAINTENANCE	21.49
99587	FIRESTONE	TIRES (1)	EQUIPMENT RENTAL	72.27
	FIRESTONE	TIRES (4)	EQUIPMENT RENTAL	289.06
99588	FREIENMUTH, ERIC & J	UB 061440000000 5727 92ND PL N	WATER/SEWER OPERATION	94.06
99589	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	27.61
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	46.34
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	46.34
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	67.31
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	234.42
99590	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	45.53
99591	FUN EXPRESS LLC	EASTER EGG HUNT SUPPLIES	GENERAL FUND	-11.18
	FUN EXPRESS LLC		RECREATION SERVICES	138.16
99592	GARCIA, TASHINA	RENTAL FEE AND DEPOSIT REFUND	PARKS-RECREATION	50.00
	GARCIA, TASHINA		GENERAL FUND	100.00
99593	GOLFNOW, LLC	SOFTWARE TERMINATION	GOLF ADMINISTRATION	3,500.00
99594	GOTCHA PEST CONTROL	PEST CONTROL	LIBRARY-GENL	163.20
99595	GREAT WESTERN	PREP, PAINTING AND MATERIAL	PUMPING PLANT	320.48
99596	GREENHAUS PORTABLE	PORTABLE RENTALS	RECREATION SERVICES	242.00
	GREENHAUS PORTABLE		PARK & RECREATION FAC	363.00
	GREENHAUS PORTABLE		RECREATION SERVICES	484.00
99597	GREENSHIELDS	CABLE	PARK & RECREATION FAC	30.14
99598	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	37.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	37.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	75.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
99599	HARBOR MARINE MAINT.	MATERIAL	EQUIPMENT RENTAL	291.44
99600	HD FOWLER COMPANY	PIPE CREDIT	WASTE WATER TREATMENT F	-325.48

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
99600	HD FOWLER COMPANY	END CAP	STORM DRAINAGE	49.22
	HD FOWLER COMPANY	VALVE, ELLS, PVC AND HARDWARE	ROADSIDE VEGETATION	73.32
	HD FOWLER COMPANY	GASKET, ADAPTER, ELLS AND FERN	STORM DRAINAGE	116.57
	HD FOWLER COMPANY	ADAPTERS	WATER CROSS CNTL	174.08
	HD FOWLER COMPANY	PIPE	STORM DRAINAGE	186.05
	HD FOWLER COMPANY	HYDRANT REPAIR KIT	WATER SERVICE INSTALL	261.12
	HD FOWLER COMPANY	PIPE, END CAPS AND WRENCH	STORM DRAINAGE	547.88
	HD FOWLER COMPANY	DUCTILE SPOOLS	HYDRANTS	581.36
99601	HD SUPPLY WATERWORKS	HYDRANT AND SUPPLIES	HYDRANTS	2,228.75
99602	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	129.60
	HENNIG, JEANINE TULL		RECREATION SERVICES	345.60
	HENNIG, JEANINE TULL		RECREATION SERVICES	531.20
99603	HERNANDEZ PEREZ, ELSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
99604	HOME STREET BANK	UB 849000275001 6501 81ST ST N	WATER/SEWER OPERATION	21.87
99605	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
99606	IMPACT PROPERTY MANA	UB 041100000001 9304 62ND DR N	WATER/SEWER OPERATION	61.59
	IMPACT PROPERTY MANA		WATER/SEWER OPERATION	84.15
99607	INSTITUTE OF BUSINES	SAFETY ALERT SUBSCRIPTION	UTIL ADMIN	177.00
99608	INTERSTATE AUTO PART	FLASHLIGHT CREDIT	EQUIPMENT RENTAL	-1,104.24
	INTERSTATE AUTO PART	SOCKET SET	EQUIPMENT RENTAL	39.16
	INTERSTATE AUTO PART	SERVICE KIT	EQUIPMENT RENTAL	124.02
	INTERSTATE AUTO PART	WRENCH SETS, METER COMBO KITS	EQUIPMENT RENTAL	2,333.66
99609	INTERSTATE BATTERY	BATTERIES	ER&R	502.38
99610	JONES, JESSICA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
99611	KAUK, KIMBERLY	REFUND CLASS FEES	PARKS-RECREATION	55.00
99612	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	287.50
99613	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	165.00
	KIM, JAMIE S.		LEGAL - PUBLIC DEFENSE	300.00
99614	KING, THOMAS	REIMBURSE LICENSE RENEWAL FEE	TRANSPORTATION MANAGEM	69.70
99615	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
99616	LABOR & INDUSTRIES	ELECTRICIAN CERT RENEWAL-MATTH	TRANSPORTATION MANAGEM	80.10
99617	LAWLER, MIKE	UB 711060000000 8218 47TH AVE	WATER/SEWER OPERATION	621.94
99618	LICENSING, DEPT OF	CANAVAN, JAMES (ORIGINAL)	GENERAL FUND	18.00
99619	LOWES HIW INC	CLAMPS AND ADAPTERS	WATER QUAL TREATMENT	6.43
	LOWES HIW INC	GRABBERS	PROTECTIVE INSPECTIONS	185.83
99620	MAGERS, KATHY	UB 080740000000 8912 52ND DR N	WATER/SEWER OPERATION	33.27
99621	MAILFINANCE	POSTAGE LEASE PAYMENT	PROBATION	128.24
	MAILFINANCE		MUNICIPAL COURTS	384.73
99622	MAKERS	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT	13,770.25
99623	MANOR HARDWARE	HAMMER AND NAIL GUN OIL	FACILITY MAINTENANCE	286.65
99624	MARYSVILLE PRINTING	PO BOOKS	UTIL ADMIN	176.80
99625	MCCAIN TRAFFIC SPLY	FILTERS	TRANSPORTATION MANAGEM	326.40
99626	MENDOZA, JAMIE	REFUND CLASS FEES	PARKS-RECREATION	45.00
99627	NATIONAL BARRICADE	HARDWARE	TRANSPORTATION MANAGEM	1,569.27
99628	NELTON, NATASHA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
99629	NORTH COAST ELECTRIC	BUS BARS, GFCI COVERS AND LUGS	STREET LIGHTING	55.18
	NORTH COAST ELECTRIC	RECEPTACLE, BOX AND COVER	STREET LIGHTING	155.59
	NORTH COAST ELECTRIC	WWTP LOGIC CONTROLLERS	WASTE WATER TREATMENT F	15,761.75
99630	NUETZMANN, DOTTY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
99631	NURMI, TREVER	UB 763100000000 6605 65TH DR N	WATER/SEWER OPERATION	201.77
99632	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	2.70
	OFFICE DEPOT		STORM DRAINAGE	4.44
	OFFICE DEPOT		UTIL ADMIN	7.89
	OFFICE DEPOT		WATER DIST MAINS	16.90
	OFFICE DEPOT		ENGR-GENL	17.05

DATE: 4/22/2015  
TIME: 9:34:04AM

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
99632	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	56.89
	OFFICE DEPOT		FACILITY MAINTENANCE	65.12
	OFFICE DEPOT		UTIL ADMIN	92.36
	OFFICE DEPOT		ENGR-GENL	225.31
99633	OZONIA NORTH AMERICA	UV BALLASTS	WASTE WATER TREATMENT F	1,386.12
99634	PACIFIC PLUMBING	CAPS AND CLIPS	COMMUNITY CENTER	54.37
99635	PACIFIC POWER PROD	FAN	PARK & RECREATION FAC	349.23
99636	PART WORKS INC, THE	CHANGING TABLE	PARK & RECREATION FAC	389.86
99637	PAYFIRST PROPERTIES	UB 091472449000 14724 49TH DR	WATER/SEWER OPERATION	12.50
99638	PAYMENTUS	TRANSACTION FEES-MARCH 2015	UTILITY BILLING	14,115.67
99639	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	25.75
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	31.08
	PETROCARD SYSTEMS		COMPUTER SERVICES	38.96
	PETROCARD SYSTEMS		STORM DRAINAGE	67.36
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	69.41
	PETROCARD SYSTEMS		ENGR-GENL	100.90
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	130.70
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	159.57
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	218.63
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	327.70
	PETROCARD SYSTEMS		PARK & RECREATION FAC	443.59
	PETROCARD SYSTEMS		PARK & RECREATION FAC	596.64
	PETROCARD SYSTEMS		GENERAL SERVICES - OVER-	1,890.89
	PETROCARD SYSTEMS		GENERAL SERVICES - OVER-	2,202.52
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	2,928.03
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,052.12
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,281.04
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,030.76
	PETROCARD SYSTEMS		POLICE PATROL	5,308.43
	PETROCARD SYSTEMS		POLICE PATROL	6,072.73
99640	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
99641	PILCHUCK RENTALS	CHAIN	PARK & RECREATION FAC	35.85
	PILCHUCK RENTALS	GLOVES	PARK & RECREATION FAC	69.58
	PILCHUCK RENTALS	VACUUM WET SUCTION KIT	FACILITY MAINTENANCE	86.99
	PILCHUCK RENTALS	WEED EATER AND PURE FUEL	WASTE WATER TREATMENT F	401.57
99642	PIZZA HUT	CLEAN SWEEP LUNCH	PROTECTIVE INSPECTIONS	158.85
99643	PLATT ELECTRIC	HARDWARE	COMMUNITY CENTER	14.61
	PLATT ELECTRIC	LIGHTS	COMMUNITY CENTER	78.01
	PLATT ELECTRIC	LIGHT FIXTURES	COMMUNITY CENTER	288.98
99644	PNWS-AWWA	CONFERENCE FEE-MORRISON	ENGR-GENL	250.00
	PNWS-AWWA		UTIL ADMIN	250.00
99645	PUBLIC SAFETY TESTIN	SUBSCRIPTION FEES	PERSONNEL ADMINISTRATIO	800.00
99646	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	301.90
99647	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	15.05
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	31.08
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	59.10
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	75.32
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	75.95
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	104.97
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	119.31
	PUD	ACCT #2025-2469-0	PUMPING PLANT	150.86
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	198.05
	PUD	ACCT #2020-1181-3	PUMPING PLANT	221.66
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	233.31
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	250.28



**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
99647 PUD		ACCT #2003-0347-7	WATER FILTRATION PLANT	2,986.18
99648 PUGET SOUND SECURITY		SECURITY SERVICES	PROBATION	753.38
PUGET SOUND SECURITY			MUNICIPAL COURTS	2,260.12
99649 RANDHAWA, MOHINDER		INTERPRETER SERVICES	COURTS	150.00
99650 RONGERUDE, JOHN		PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
99651 ROY ROBINSON		THERMOSTAT, HOUSING AND HOSE	EQUIPMENT RENTAL	94.92
ROY ROBINSON		TIRE PRESSURE MONITOR SENSOR	EQUIPMENT RENTAL	134.22
99652 RYAN HERCO PRODUCTS		VALVE, BUSHING, CONNECTORS AND	PUMPING PLANT	156.48
99653 SAFEGUARD		CHECKS	MUNICIPAL COURTS	264.62
99654 SENIOR HEALTH INS		LEOFF 1 INSURANCE PREMIUM	POLICE ADMINISTRATION	2,469.17
99655 SHERWIN WILLIAMS		PAINT FOR DOORS	COMMUNITY CENTER	56.40
SHERWIN WILLIAMS		PAINT AND SUPPLIES	MAINT OF GENL PLANT	121.65
SHERWIN WILLIAMS			ADMIN FACILITIES	157.71
99656 SNO CO AUDITOR		RECORDING FEE	GMA - STREET	76.00
99657 SNO CO FINANCE		VEHICLE REPAIR	EQUIPMENT RENTAL	5,536.11
99658 SNO CO TREASURER		EXCISE AFFIDAVIT PROCESSING FE	GMA-PARKS	10.00
99659 SNO CO TREASURER			GMA - STREET	10.00
99660 SNO CO TREASURER		2015 REAL ESTATE TAXES	PARK & RECREATION FAC	17.96
SNO CO TREASURER			GMA - STREET	17.96
SNO CO TREASURER			WATER RESERVOIRS	5,965.87
99661 SOLID WASTE SYSTEMS		PLATES, SIDE ROLLERS AND TRACK	ER&R	1,186.22
99662 SONITROL		SECURITY MONITORING SERVICES	UTIL ADMIN	133.00
SONITROL			COMMUNITY CENTER	142.00
SONITROL			PUBLIC SAFETY BLDG.	160.00
SONITROL			PARK & RECREATION FAC	249.00
SONITROL			MAINT OF GENL PLANT	286.00
SONITROL			ADMIN FACILITIES	333.00
SONITROL			WASTE WATER TREATMENT F	491.26
99663 SOUND PUBLISHING		LEGAL ADS	COMMUNITY DEVELOPMENT	104.53
99664 SOUND PUBLISHING		EMPLOYMENT AD	POLICE ADMINISTRATION	244.66
99665 SOUND SAFETY		SAFETY VEST	UTIL ADMIN	32.76
SOUND SAFETY		POLO SHIRTS AND T-SHIRTS	ER&R	355.67
SOUND SAFETY		GLOVES	ER&R	487.34
SOUND SAFETY		HOODIES W/SCREEN PRINTING	ER&R	531.49
99666 SOUND TRACTOR		BLADE KITS	ER&R	450.16
99667 SRV CONSTRUCTION		PAY ESTIMATE #6	WATER CAPITAL PROJECTS	622.80
SRV CONSTRUCTION			GMA - STREET	87,456.70
99668 STALLINGS, DARLA		REFUND CLASS FEES	PARKS-RECREATION	20.00
99669 STAPLES		OFFICE SUPPLIES	MUNICIPAL COURTS	56.94
STAPLES			PARK & RECREATION FAC	267.24
STAPLES			UTILITY BILLING	282.01
99670 SUNRISE ENVIRONMENT		WIPEOFF, GRAF-TECH, TOWELS AND	CITY STREETS	-1.05
SUNRISE ENVIRONMENT			TRANSPORTATION MANAGEM	567.57
99671 SV GRESO INC		SEPTIC SYSTEM DESIGN	SEWER MAIN COLLECTION	1,699.00
99672 TESSCO		CRIMP CONNECTORS	EQUIPMENT RENTAL	340.29
99673 THYSENKRUPP ELEVATO		PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG.	212.23
THYSENKRUPP ELEVATO			ADMIN FACILITIES	212.23
99674 TRAFFIC SAFETY SUPPL		QUICK PUNCH POSTS AND ANCHOR P	TRANSPORTATION MANAGEM	2,061.77
99675 TRANSPORTATION, DEPT		BIA PROJECT COSTS	GMA - STREET	1,199.74
99676 TRANSPORTATION, DEPT		SURPLUS PROPERTIES	GMA-PARKS	2,300.00
99677 UNITED PARCEL SERVIC		SHIPPING EXPENSE	GMA - STREET	0.72
UNITED PARCEL SERVIC			GENERAL SERVICES - OVERH	12.50
UNITED PARCEL SERVIC			GENERAL SERVICES - OVERH	20.69
UNITED PARCEL SERVIC			ENGR-GENL	42.19
UNITED PARCEL SERVIC			WATER SERVICES	111.34

DATE: 4/22/2015  
TIME: 9:34:04AM

**CITY OF MARYSVILLE  
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**FOR INVOICES FROM 4/16/2015 TO 4/22/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
99678	USSSA WASHINGTON STA	2015 USSSA TEAM REGISTRATION F	RECREATION SERVICES	490.00
99679	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	506.66
99680	VAN DAM'S ABBEY	CARPET INSTALLATION	MAINT OF GENL PLANT	269.82
99681	WA WILDLIFE & REC	2015 MEMBERSHIP DUES	PARK & RECREATION FAC	650.00
99682	WASHINGTON TRACTOR	REPAIR PARTS	MAINTENANCE	208.85
99683	WEED GRAAFSTRA	EARNEST MONEY-KALLICOTT	WATER CAPITAL PROJECTS	1,000.00
99684	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	704.26
99685	WESTERN FACILITIES	FLOOR CLEANER	COMMUNITY CENTER	49.57
99686	WHIDBEY ISLAND BANK	RETAINAGE ON PAY ESTIMATE #6	WATER CAPITAL PROJECTS	30.00
	WHIDBEY ISLAND BANK		GMA - STREET	9,892.22
99687	WITHOUT BORDERS	INSTRUCTOR SERVICES	RECREATION SERVICES	528.00
	WITHOUT BORDERS		RECREATION SERVICES	1,194.00
99688	YOUNG, MARIA LOURDES	INTERPRETER SERVICES	COURTS	150.00

**WARRANT TOTAL: 362,344.11**

**CHECK # 99237 INITIATOR ERROR (2,472.99)**

REASON FOR VOIDS:  
UNCLAIMED PROPERTY  
INITIATOR ERROR  
WRONG VENDOR  
CHECK LOST/DAMAGED IN MAIL

**359,871.12**

# *Index #4*



## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 11, 2015

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 <b>April 29, 2015</b> claims in the amount of <b>\$461,444.18</b> paid by <b>Check No.'s 99689 through 99839 with Check No. 92644 voided.</b>
COUNCIL ACTION:

## BLANKET CERTIFICATION

**CLAIMS**  
FOR  
**PERIOD-4**

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 **\$461,444.18 PAID BY CHECK NO.'S 99689 THROUGH 99839 WITH CHECK NO. 92644 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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AUDITING OFFICER

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DATE

---

MAYOR

---

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **11<sup>TH</sup> DAY OF MAY 2015.**

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
INVOICE LIST**

**FOR INVOICES FROM 4/23/2015 TO 4/29/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
99689	ADVANCED TRAFFIC	PUSH BROOMS	TRANSPORTATION MANAGEM	886.73
99690	ALBERTSONS	INMATE SUPPLIES	DETENTION & CORRECTION	26.08
99691	ALPINE PRODUCTS INC	HANDICAP KITS	PARK & RECREATION FAC	854.08
99692	APS, INC.	POSTAGE METER SUPPLIES	POLICE ADMINISTRATION	522.24
99693	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	26.86
99694	ASSN OF WA CITIES	2015 LABOR RELATIONS INSTITUTE	PERSONNEL ADMINISTRATIO	195.00
99695	ATIMS	DSSI ANNUAL MAINTENANCE	GENERAL FUND	-428.30
	ATIMS		DETENTION & CORRECTION	5,295.30
99696	AZEVEDO, JAMES D	CPL REFUND F212066-OVERCHARGED	GENL FUND N/BUS LIC & PER	4.00
	AZEVEDO, JAMES D		GENERAL FUND	16.50
99697	BARGER, JORDAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
99698	BEVAN, LAWANA	UB 651449010502 5922 102ND ST	WATER/SEWER OPERATION	22.42
99699	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	536.93
99700	BLUE MARBLE ENV.	WASTE REDUCTION/RECYCLING PROG	RECYCLING OPERATION	4,249.28
99701	BLUMENTHAL UNIFORMS	UNIFORM CREDIT	DETENTION & CORRECTION	-8.87
	BLUMENTHAL UNIFORMS	NIK KITS	POLICE PATROL	154.22
	BLUMENTHAL UNIFORMS	UNIFORMS-SAINT-DENIS	DETENTION & CORRECTION	376.01
99702	BOB BARKER COMPANY	SALES TAX ADJUSTMENT	DETENTION & CORRECTION	1.32
	BOB BARKER COMPANY	FLOOR PAD	DETENTION & CORRECTION	46.57
	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	331.15
	BOB BARKER COMPANY		DETENTION & CORRECTION	430.90
99703	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,500.00
99704	BRAINSTORM INC.	WINDOWS 8 QUICK STARTS	COMPUTER SERVICES	62.36
99705	BROWN, CANDIS	INSTRUCTOR SERVICES	RECREATION SERVICES	40.80
99706	CALIBRE PRESS, INC.	TRAINING-FAWKs	POLICE TRAINING-FIREARMS	139.00
99707	CARRS ACE	GREASE GUN	ROADSIDE VEGETATION	19.57
	CARRS ACE	HIGH TEMP TAPE	ROADWAY MAINTENANCE	21.73
99708	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	913.72
99709	CASCADE SEPTIC, LLC	PORTABLE RENTAL	WATER RESERVOIRS	163.20
99710	CEMEX	UTILITY PATCHES	WATER SERVICES	292.61
99711	CLEAN HARBORS ENV	DISPOSAL FEES	STORM DRAINAGE	719.47
99712	CLYDE WEST	DRAIN HOSES AND CLAMPS	EQUIPMENT RENTAL	161.25
99713	CONSOLIDATED PRESS	CITY SCENE NEWSLETTER	UTILITY BILLING	2,090.81
99714	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	56.57
	COOP SUPPLY	GRASS SEED	GMA - STREET	65.27
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	78.31
99715	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,655.99
99716	COSTA, KRYSTAN & STE	UB 038520780000 8520 78TH AVE	WATER/SEWER OPERATION	26.65
99717	CRESSWELL OLSON,RACH	REFUND CLASS FEES	PARKS-RECREATION	139.00
99718	CRISTIANO'S	RECOVERY CLASS SUPPLIES	EXECUTIVE ADMIN	185.40
99719	CRMA INVESTMENTS LLC	UB 561490000001 3414 177TH PL	WATER/SEWER OPERATION	81.75
99720	CRYSTAL SPRINGS	WATER COOLER RENTAL AND BOTTLE	SOLID WASTE OPERATIONS	26.00
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	157.44
99721	CUMMINS NORTHWEST	TROUBLESHOOT TRANSFER SWITCH I	PUBLIC SAFETY BLDG.	582.25
99722	CUROTTO-CAN, THE	CONTROL VALVES	ER&R	-136.83
	CUROTTO-CAN, THE		ER&R	1,691.75
99723	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46
	DB SECURE SHRED		UTILITY BILLING	7.47
	DB SECURE SHRED		LEGAL - PROSECUTION	11.19
	DB SECURE SHRED		EXECUTIVE ADMIN	11.20
99724	DCI PAINTING & CONST	PAINTING	ADMIN FACILITIES	217.60
	DCI PAINTING & CONST	INTERIOR CLEANING-KBCC	COMMUNITY CENTER	2,720.00
99725	DELL	MONITOR	IS REPLACEMENT ACCOUNTS	424.30
	DELL	LAPTOPS	WATER DIST MAINS	5,978.00
99726	DENNIS, ELDON	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	629.40
99727	DICKS TOWING	TOWING EXPENSE-MP15-2596	POLICE PATROL	43.52

**CITY OF MARYSVILLE  
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
99727	DICKS TOWING	TOWING EXPENSE-MP15-2661	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-2701	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-2764	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-2785	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-2809	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-2810	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-2818	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-2831	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-2857	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-2860	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-2881	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-2889	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-3032	POLICE PATROL	43.52
99728	DOMESTIC VIOLENCE	DVS SERVICES 1ST QTR 2015	DOMESTIC VIOLENCE	4,950.86
99729	DRAKE, DOUGLAS	UB 761303165701 8100 75TH DR N	WATER/SEWER OPERATION	6.36
99730	DUNGAN, CHERYL	REIMBURSE APA CONFERENCE EXPEN	COMMUNITY DEVELOPMENT-	108.91
99731	E&E LUMBER	BAGS, POLES, TAPE, CLEANER AND	ER&R	450.74
99732	ECOMPRESSED AIR	STILLY PLANT SUPPLIES	WATER/SEWER OPERATION	-148.00
	ECOMPRESSED AIR		WATER/SEWER OPERATION	-29.11
	ECOMPRESSED AIR		WATER FILTRATION PLANT	359.89
	ECOMPRESSED AIR		WATER FILTRATION PLANT	1,829.80
99733	ECONOMIC ALLIANCE	STATE OF THE STATION REGISTRAT	CITY COUNCIL	30.00
	ECONOMIC ALLIANCE		POLICE ADMINISTRATION	90.00
	ECONOMIC ALLIANCE		EXECUTIVE ADMIN	120.00
99734	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	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	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 QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	84.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	105.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	445.00
99735	ELECTRONIC SYSTEMS	ANTENNAS AND SOFTWARE	SEWER LIFT STATION	811.30
	ELECTRONIC SYSTEMS		WATER RESERVOIRS	811.31
99736	EMERALD HILLS	COFFEE SUPPLIES	COMMUNITY CENTER	76.56
99737	EMPLOYMENT SECURITY	EMPLOYMENT RECORDS	POLICE ADMINISTRATION	11.50
99738	EVERETT, CITY TREAS	WATER FILTRATION SERVICE CHARG	SOURCE OF SUPPLY	177,831.12
99739	FOREMOST PROMOTIONS	CRIME PREVENTION SUPPLIES	GENERAL FUND	-52.45
	FOREMOST PROMOTIONS		GENERAL FUND	-15.40
	FOREMOST PROMOTIONS		GENERAL FUND	-6.38
	FOREMOST PROMOTIONS		CRIME PREVENTION	78.88
	FOREMOST PROMOTIONS		CRIME PREVENTION	190.40
	FOREMOST PROMOTIONS		CRIME PREVENTION	648.46
99740	FRED MEYER	JEANS-FILORI	UTIL ADMIN	189.31
99741	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	45.53
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	50.91
	FRONTIER COMMUNICATI	ACCT #4253976325031998	PARK & RECREATION FAC	51.91
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	64.98

DATE: 4/29/2015  
TIME: 8:46:54AM

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
99741	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	64.98
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	64.98
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	65.13
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	91.90
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG.	92.68
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	93.22
	FRONTIER COMMUNICATI	ACCT #36065340280125085	ADMIN FACILITIES	97.95
99742	GC SYSTEMS INC	PRV REPAIR KITS	WATER DIST MAINS	1,536.89
99743	GENUINE AUTO GLASS	WINDSHIELD REPLACEMENT	EQUIPMENT RENTAL	397.12
99744	GOBLE SAMPSON ASSOC	AERATORS	WASTE WATER TREATMENT F	11,633.10
99745	GOLDEN CORAL	EMPLOYEE APPRECIATION EVENT SU	PERSONNEL ADMINISTRATIO	282.88
99746	GOLDMAN, JACKI	REIMBURSE MEALS-TRAINING	POLICE INVESTIGATION	46.41
99747	GOVCONNECTION INC	SSD AND BATTERY	COMPUTER SERVICES	140.35
	GOVCONNECTION INC		COMPUTER SERVICES	666.84
99748	GRAYBAR ELECTRIC CO	PIPE AND BILINE SYSTEMS	STORM DRAINAGE	40.90
99749	GROUP HEALTH	SCREENING TESTS AND IMMUNIZATI	EXECUTIVE ADMIN	92.00
99750	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	821.51
99751	HAMMOND, ROBIN	UB 983227800000 3227 80TH AVE	WATER/SEWER OPERATION	140.89
99752	HD FOWLER COMPANY	RETURN ADAPTER	WATER SERVICES	-777.42
	HD FOWLER COMPANY	CAP	STORM DRAINAGE	14.40
	HD FOWLER COMPANY	SADDLE AND STRAPS	WATER SERVICES	83.16
	HD FOWLER COMPANY		WATER SERVICES	83.16
	HD FOWLER COMPANY	HARDWARE	WATER QUAL TREATMENT	112.45
	HD FOWLER COMPANY	BALL VALVE	WATER SERVICES	252.81
	HD FOWLER COMPANY	BRASS HARDWARE	WATER/SEWER OPERATION	312.69
	HD FOWLER COMPANY	MARKING PAINT	ER&R	430.69
	HD FOWLER COMPANY	BRASS HARDWARE	WATER/SEWER OPERATION	495.97
	HD FOWLER COMPANY	BALL CORPS, ELLS AND ADAPTERS	WATER SERVICES	1,053.84
	HD FOWLER COMPANY	FLANGE COUPLING ADAPTERS	WATER SERVICES	2,698.43
99753	HERTZ EQUIPMENT RENT	DOZER RENTAL	PROTECTIVE INSPECTIONS	1,599.36
99754	HIRASHIMA, GLORIA	MEAL REIMBURSEMENT	COMMUNITY DEVELOPMENT.	9.26
99755	HOLLAND, CHRIS	REIMBURSE BOX LUNCHES-CONFEREN	COMMUNITY DEVELOPMENT.	43.48
99756	HUSTVEDT, ANN	REFUND CLASS FEES	PARKS-RECREATION	55.00
99757	KEVAN, JENNIFER		PARKS-RECREATION	42.00
99758	KIDZ LOVE SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	725.20
	KIDZ LOVE SOCCER		RECREATION SERVICES	777.00
	KIDZ LOVE SOCCER		RECREATION SERVICES	880.60
	KIDZ LOVE SOCCER		RECREATION SERVICES	880.60
	KIDZ LOVE SOCCER		RECREATION SERVICES	984.20
99759	KMD ARCHITECTS	PROFESSIONAL SERVICES	FACILITY REPLACEMENT	6,802.00
99760	KUCHERA, BETH & JACK	UB 271180000002 5210 126TH PL	WATER/SEWER OPERATION	60.00
99761	KUKER-RANKEN	BOND	ER&R	-98.93
	KUKER-RANKEN		ER&R	98.93
	KUKER-RANKEN		ER&R	99.12
99762	LASTING IMPRESSIONS	BADGE PATCHES	POLICE PATROL	388.42
	LASTING IMPRESSIONS	HATS W/LOGO	SOLID WASTE OPERATIONS	428.02
	LASTING IMPRESSIONS	SLEEVE PATCHES	POLICE PATROL	614.72
99763	LAW ENFORCEMENT TARG	TARGETS	GENERAL FUND	-499.23
	LAW ENFORCEMENT TARG		POLICE TRAINING-FIREARMS	6,172.23
99764	LICENSING, DEPT OF	ABBOTT, STEVEN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ALLARD, TIMOTHY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CAMPBELL, ERIN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HUBER, ERICA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HUBER, PATRICK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MCCOY, MACHELLE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PINA, FRANK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SERAFIN, ANDREJ (RENEWAL)	GENERAL FUND	18.00

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99764	LICENSING, DEPT OF	WINTERS, MICHAEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RAINWATER, RAMSEY (LT RENEWAL)	GENERAL FUND	21.00
99765	LICHTER, ROBIN	UB 521070000004 3802 176TH PL	WATER/SEWER OPERATION	65.09
	LICHTER, ROBIN		WATER/SEWER OPERATION	178.36
99766	LOWES HIW INC	HARDWARE AND BIT	COMMUNITY CENTER	8.58
	LOWES HIW INC	TOTES	WATER SERVICES	17.48
	LOWES HIW INC	PIPE, PUTTY, PLIERS AND ANCHOR	WATER SERVICES	30.80
	LOWES HIW INC	PLYWOOD AND TOOLS	SOURCE OF SUPPLY	73.15
99767	MARYSVILLE AWARDS	ENGRAVING	CITY COUNCIL	22.63
99768	MARYSVILLE PRINTING	ENVELOPES	UTIL ADMIN	38.92
	MARYSVILLE PRINTING		ENGR-GENL	38.93
	MARYSVILLE PRINTING	BUSINESS CARDS	COMPUTER SERVICES	64.54
	MARYSVILLE PRINTING		ROADWAY MAINTENANCE	84.72
	MARYSVILLE PRINTING		EXECUTIVE ADMIN	129.09
	MARYSVILLE PRINTING		CITY COUNCIL	322.73
99769	MARYSVILLE ROTARY	USED TENT FOR EVENTS	POLICE INVESTIGATION	500.00
	MARYSVILLE ROTARY		COMMUNITY EVENTS	1,000.00
99770	MARYSVILLE SCHOOL	FACILITY USAGE-CEDARCREST	RECREATION SERVICES	13.50
	MARYSVILLE SCHOOL		RECREATION SERVICES	27.00
	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	27.00
	MARYSVILLE SCHOOL	FACILITY USAGE-LIBERTY	RECREATION SERVICES	90.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	131.00
	MARYSVILLE SCHOOL	FACILITY USAGE-SUNNYSIDE	RECREATION SERVICES	171.00
	MARYSVILLE SCHOOL	FACILITY USAGE-KELLOGG	RECREATION SERVICES	180.00
	MARYSVILLE SCHOOL	FACILITY USAGE-CASCADE	RECREATION SERVICES	282.00
	MARYSVILLE SCHOOL	FACILITY USAGE-SHOULTES	RECREATION SERVICES	384.00
	MARYSVILLE SCHOOL	FACILITY USAGE-PINEWOOD	RECREATION SERVICES	459.00
	MARYSVILLE SCHOOL	FACILITY USAGE-GROVE	RECREATION SERVICES	475.50
	MARYSVILLE SCHOOL	FACILITY USAGE-MARSHALL	RECREATION SERVICES	712.00
	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	1,041.50
	MARYSVILLE SCHOOL	FACILITY USAGE-QUILCEDA	RECREATION SERVICES	1,393.00
	MARYSVILLE SCHOOL	FACILITY USAGE-CEDARCREST	RECREATION SERVICES	1,615.50
	MARYSVILLE SCHOOL	FACILITY USAGE-MMS	RECREATION SERVICES	1,828.00
	MARYSVILLE SCHOOL	FACILITY USAGE-ACE	RECREATION SERVICES	2,191.00
99771	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE	SEWER LIFT STATION	55.66
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	153.20
	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	MAINTENANCE	256.65
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	259.01
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST N	PARK & RECREATION FAC	265.48
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	1,052.20
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE ST	MAINTENANCE	1,066.75
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	1,292.37
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	2,160.79
99772	MITCHELL, TIFFANY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
99773	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	314.70
99774	MPI FARMS	FILL STATION PERMIT DEPOSIT RE	WATER/SEWER OPERATION	100.00
99775	NATW	CRIME PREVENTION SUPPLIES	GENERAL FUND	-80.18
	NATW		CRIME PREVENTION	991.25
99776	NELSON PETROLEUM	RED TAC GREASE	ER&R	156.85
99777	NESS & CAMPBELL CRAN	CRANE RENTAL	SEWER LIFT STATION	1,077.12
99778	NEWMAN TRAFFIC SIGNS	SIGN SHOP SUPPLIES	CITY STREETS	-92.75
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	1,146.77
99779	NORTH COAST ELECTRIC	WATERTITE PLUG	WASTE WATER TREATMENT F	133.63
99780	NORTH COUNTY OUTLOOK	ADVERTISING	COMMUNITY CENTER	49.00
	NORTH COUNTY OUTLOOK		COMMUNITY CENTER	98.00
99781	NORTON, WORTH	MEETING/SUPPLIES/CONFERENCE RE	INFORMATION SERVICES	-13.82
	NORTON, WORTH		COMPUTER SERVICES	284.35

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99781	NORTON, WORTH	MEETING/SUPPLIES/CONFERENCE RE	COMPUTER SERVICES	676.99
	NORTON, WORTH		COMPUTER SERVICES	936.23
99782	OBOM CONSTRUCTION	FINAL INV-GARAGE TO HOUSE EMER	STORM DRAINAGE	6,256.00
99783	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	4.67
	OFFICE DEPOT		POLICE INVESTIGATION	4.84
	OFFICE DEPOT		POLICE INVESTIGATION	10.87
	OFFICE DEPOT		CITY CLERK	36.98
	OFFICE DEPOT		POLICE INVESTIGATION	47.77
	OFFICE DEPOT		POLICE INVESTIGATION	48.09
	OFFICE DEPOT		POLICE INVESTIGATION	74.68
	OFFICE DEPOT		POLICE PATROL	89.29
	OFFICE DEPOT		POLICE INVESTIGATION	100.62
	OFFICE DEPOT		EXECUTIVE ADMIN	101.52
	OFFICE DEPOT		POLICE INVESTIGATION	105.02
	OFFICE DEPOT		POLICE PATROL	191.01
	OFFICE DEPOT		OFFICE OPERATIONS	231.45
	OFFICE DEPOT		OFFICE OPERATIONS	258.62
	OFFICE DEPOT		FINANCE-GENL	322.37
99784	OFFICE INTERIORS INC	DESK	FACILITY REPLACEMENT	1,365.55
	OFFICE INTERIORS INC	CABINETS AND HUTCH	FACILITY REPLACEMENT	4,185.54
99785	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	100.80
	OLASON, MONICA		RECREATION SERVICES	105.00
	OLASON, MONICA		RECREATION SERVICES	168.00
	OLASON, MONICA		RECREATION SERVICES	180.00
	OLASON, MONICA		RECREATION SERVICES	240.00
99786	PACIFIC POWER BATTER	BATTERIES	ER&R	190.70
99787	PACIFIC RIDGE HOMES	UB 980098980086 5528 121ST ST	WATER/SEWER OPERATION	147.49
99788	PACIFIC TOPSOILS	TOPSOIL	GMA - STREET	86.66
99789	PARTS STORE, THE	RETURN GEAR BOX W/CORE CHARGE	MAINTENANCE	-245.87
	PARTS STORE, THE	RETURN PUMP W/CORE CHARGE	MAINTENANCE	-163.95
	PARTS STORE, THE	CORE REFUND	MAINTENANCE	-16.32
	PARTS STORE, THE	HARDWARE KIT	EQUIPMENT RENTAL	10.72
	PARTS STORE, THE	GUN AND FITTINGS	MAINTENANCE	29.43
	PARTS STORE, THE	GREASE FITTINGS	ROADSIDE VEGETATION	30.95
	PARTS STORE, THE	SPARK PLUGS, WIRES, CAP AND RO	EQUIPMENT RENTAL	60.25
	PARTS STORE, THE	MARINE FUSE	PARK & RECREATION FAC	118.31
	PARTS STORE, THE	BRAKE BOOSTER W/CORE CHARGE	EQUIPMENT RENTAL	122.72
	PARTS STORE, THE	BRAKE PADS, BRAKE ROTORS AND F	EQUIPMENT RENTAL	129.49
	PARTS STORE, THE	FILTERS, SEALANT AND WW FLUID	ER&R	274.02
	PARTS STORE, THE	FILTER KITS, FUEL FILTERS, SOL	ER&R	288.43
99790	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	117.80
	PEACE OF MIND		CITY CLERK	133.30
99791	PGC INTERBAY LLC	PAYROLL FOR CEDARCREST GOLF CO	PRO-SHOP	16.74
	PGC INTERBAY LLC		PRO-SHOP	28.26
	PGC INTERBAY LLC		PRO-SHOP	35.09
	PGC INTERBAY LLC		PRO-SHOP	47.60
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF COURSE	75.00
	PGC INTERBAY LLC		PRO-SHOP	195.31
	PGC INTERBAY LLC		PRO-SHOP	347.22
	PGC INTERBAY LLC	PAYROLL FOR CEDARCREST GOLF CO	PRO-SHOP	415.66
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	513.78
	PGC INTERBAY LLC		PRO-SHOP	1,500.96
	PGC INTERBAY LLC	PAYROLL FOR CEDARCREST GOLF CO	PRO-SHOP	3,647.81
99792	PICK OF THE LITTER	CITY SCENE NEWSLETTER	EXECUTIVE ADMIN	297.50
99793	PILCHUCK RENTALS	PRESSURE WASHER PUMP OIL	SIDEWALKS MAINTENANCE	17.35
	PILCHUCK RENTALS	STARTER	SIDEWALKS MAINTENANCE	56.26
99794	PREFERRED ELECTRIC	GROUND ROD RENTAL	WATER RESERVOIRS	292.11

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99794	PREFERRED ELECTRIC	GROUND ROD RENTAL	SEWER LIFT STATION	292.12
99795	PUD	ACCT #2023-4068-3	PARK & RECREATION FAC	16.07
	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	28.01
	PUD	ACCT #2024-6103-4	UTIL ADMIN	29.17
	PUD	ACCT #2020-3113-4	PUMPING PLANT	30.92
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	41.33
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	42.48
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	50.11
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEN	52.88
	PUD	ACCT #2021-7815-8	SEWER LIFT STATION	53.14
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEN	77.94
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEN	79.71
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	80.19
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	80.35
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEN	84.81
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	92.89
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEN	125.12
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEN	168.46
	PUD	ACCT #2007-9006-1	PARK & RECREATION FAC	244.46
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	271.96
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	498.73
	PUD	ACCT #2012-4769-9	STREET LIGHTING	552.59
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEN	592.57
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	612.35
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	830.35
	PUD	ACCT #2026-8928-7	WASTE WATER TREATMENT F	1,040.70
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,272.98
	PUD	ACCT #2011-4725-3	PUMPING PLANT	2,769.37
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,206.10
	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,488.64
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	3,684.68
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	9,893.49
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	14,822.43
99796	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	UTIL ADMIN	2,282.08
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	6,859.27
99797	ROY ROBINSON	FUEL PUMP MODULE KIT	EQUIPMENT RENTAL	360.49
99798	SAFEWAY INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	37.90
	SAFEWAY INC.		EXECUTIVE ADMIN	41.98
99799	SANDBLASTERS INC	SANDBLAST/POWER COATING	STORM DRAINAGE	195.84
99800	SCORE	INMATE HOUSING-MARCH 2015	DETENTION & CORRECTION	27,620.00
99801	SENTINEL OFFENDER SE	ELEC HOME MONITORING-MARCH 201	DETENTION & CORRECTION	1,442.24
99802	SERVPRO	VINYL REMOVAL	COMMUNITY CENTER	2,504.52
99803	SHAFFER, AMBER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
99804	SIEMENS INDUSTRY, IN	COUGAR CREEK FLOW DIVERSION MO	SOURCE OF SUPPLY	2,221.35
99805	SKAGIT PLUMBING	REPAIR LEAK	COMMUNITY CENTER	163.20
99806	SMARSH INC	MOBILE TEXT	COMPUTER SERVICES	27.00
99807	SNO CO TREASURER	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	10.92
99808	SONITROL	ANNUAL CONFIDENCE TESTING-KBCC	COMMUNITY CENTER	190.41
	SONITROL	ANNUAL CONFIDENCE TESTING-WWTP	WASTE WATER TREATMENT F	326.40
99809	SOUND PUBLISHING	LEGAL AD	CITY CLERK	66.09
99810	SOUND PUBLISHING	CALLS FOR BID ADS	ARTERIAL STREET-GENL	93.12
	SOUND PUBLISHING		ARTERIAL STREET-GENL	93.12
99811	SOUND SAFETY	SYRINGE KEEPERS	ER&R	132.74
	SOUND SAFETY	JEANS-IMADHAY	PURCHASING/CENTRAL STOF	141.99
	SOUND SAFETY	RESPIRATORS, KEEPERS AND EARPL	ER&R	272.11
	SOUND SAFETY	HARD HATS	ER&R	423.24
99812	SOUTH DISTRICT COURT	BAIL POSTED	GENERAL FUND	500.00



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99813	STAPLES	OFFICE SUPPLIES	CITY CLERK	10.05
	STAPLES		FINANCE-GENL	45.45
	STAPLES		CITY CLERK	55.34
	STAPLES	SPECIAL EVENT SUPPLIES	RECREATION SERVICES	93.09
99814	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT	26.00
	STATE PATROL		GENERAL FUND	590.00
99815	STILES, EMMA	MEAL REIMBURSEMENT-TRAINING	POLICE TRAINING-FIREARMS	59.59
99816	SUBY, WALTER & LINDA	UB 984203630000 4203 63RD AVE	WATER/SEWER OPERATION	142.46
99817	SUNRISE ENVIRONMENT	WIPEOFF	PROTECTIVE INSPECTIONS	524.46
99818	SUPPLYWORKS	JANITORIAL SUPPLIES	ADMIN FACILITIES	279.70
	SUPPLYWORKS		COURT FACILITIES	330.83
	SUPPLYWORKS		MAINT OF GENL PLANT	367.18
	SUPPLYWORKS		UTIL ADMIN	483.25
	SUPPLYWORKS		PUBLIC SAFETY BLDG.	653.65
	SUPPLYWORKS		WASTE WATER TREATMENT F	743.20
99819	SWICK-LAFAVE, JULIE	REIMBURSE INMATE SUPPLY PURCHA	DETENTION & CORRECTION	305.45
99820	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	291.69
99821	THORNE, DIANE	UB 461340000000 5809 145TH ST	WATER/SEWER OPERATION	116.26
99822	TOKAY SOFTWARE	UPGRADE TO NAV II	WATER/SEWER OPERATION	-153.12
	TOKAY SOFTWARE		WATER CROSS CNTL	1,893.12
99823	TOYER, ROB	REIMBURSE CONFERENCE EXPENSE	CITY COUNCIL	117.76
99824	TULALIP CHAMBER	BBH (10)	EXECUTIVE ADMIN	23.00
	TULALIP CHAMBER		FINANCE-GENL	23.00
	TULALIP CHAMBER		POLICE ADMINISTRATION	23.00
	TULALIP CHAMBER	BBH (3)	EXECUTIVE ADMIN	23.00
	TULALIP CHAMBER	BBH (10)	PARK & RECREATION FAC	46.00
	TULALIP CHAMBER	BBH (3)	CITY COUNCIL	46.00
	TULALIP CHAMBER	BBH (10)	CITY COUNCIL	115.00
99825	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	29.55
	UNITED PARCEL SERVIC		WASTE WATER TREATMENT F	148.16
	UNITED PARCEL SERVIC		POLICE PATROL	501.31
99826	VAN DAM'S ABBEY	REPLACE WAINSCOT	COMMUNITY CENTER	347.94
99827	VERIZON	WIRELESS CHARGES	SOLID WASTE CUSTOMER EX	22.88
	VERIZON		PURCHASING/CENTRAL STOF	22.88
	VERIZON		UTILITY BILLING	45.76
	VERIZON		GOLF ADMINISTRATION	45.76
	VERIZON		CRIME PREVENTION	48.00
	VERIZON		FINANCE-GENL	54.45
	VERIZON		PERSONNEL ADMINISTRATIO	54.45
	VERIZON		ANIMAL CONTROL	72.85
	VERIZON		MUNICIPAL COURTS	77.33
	VERIZON		WATER SUPPLY MAINS	80.11
	VERIZON		LEGAL-GENL	94.46
	VERIZON		EQUIPMENT RENTAL	100.21
	VERIZON		OFFICE OPERATIONS	100.48
	VERIZON		LEGAL - PROSECUTION	108.90
	VERIZON		PROPERTY TASK FORCE	108.90
	VERIZON		FACILITY MAINTENANCE	108.90
	VERIZON		ENGR-GENL	145.97
	VERIZON		PARK & RECREATION FAC	145.97
	VERIZON		EXECUTIVE ADMIN	163.35
	VERIZON		RECREATION SERVICES	168.85
	VERIZON		SOLID WASTE OPERATIONS	187.02
	VERIZON		DETENTION & CORRECTION	198.72
	VERIZON		YOUTH SERVICES	220.59
	VERIZON		COMMUNITY DEVELOPMENT	290.23
	VERIZON		STORM DRAINAGE	332.04

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99827	VERIZON	WIRELESS CHARGES	POLICE INVESTIGATION	427.78
	VERIZON		GENERAL SERVICES - OVERH	477.67
	VERIZON		COMPUTER SERVICES	487.03
	VERIZON		POLICE ADMINISTRATION	612.89
	VERIZON		WASTE WATER TREATMENT F	685.00
	VERIZON		UTIL ADMIN	1,183.61
	VERIZON		POLICE PATROL	4,767.27
99828	WA AUDIOLOGY SRVCS	DATA ENTRY/MANAGEMENT FEE	EXECUTIVE ADMIN	15.00
	WA AUDIOLOGY SRVCS		EXECUTIVE ADMIN	20.00
	WA AUDIOLOGY SRVCS	AUDIOMETRIC TESTING	EXECUTIVE ADMIN	2,063.40
99829	WAGEWORKS	FLEX PLAN FEES	PERSONNEL ADMINISTRATIO	51.00
99830	WASCHELL, DARCI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
99831	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	205.12
99832	WESTERN PETERBILT	ENGINE DIAGNOSTIC	EQUIPMENT RENTAL	258.97
99833	WHITE CAP CONSTRUCT	FIREHOSE AND ALL WEATHER NOTEB	STORM DRAINAGE	423.73
99834	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.62
99835	WINTERS, JUDY	REFUND CLASS FEES	PARKS-RECREATION	55.00
99836	WOGG, CHESTER	USED GOLF BALLS	GOLF COURSE	90.00
99837	WRIGHT, DONNA	REIMBURSE CONFERENCE EXPENSE	CITY COUNCIL	1,232.34
99838	YAKIMA COUNTY DOC	INMATE HOUSING-MARCH 2015	DETENTION & CORRECTION	22,494.10
99839	YAMAHA MOTOR CORP	CART LEASE PROPERTY TAX	PRO-SHOP	300.64
	YAMAHA MOTOR CORP	GOLF CART LEASE	PRO-SHOP	2,428.80
	YAMAHA MOTOR CORP		PRO-SHOP	2,428.80

**WARRANT TOTAL: 461,534.18**

CHECK # 92644 CHECK LOST IN MAIL (90.00)

REASON FOR VOIDS:  
UNCLAIMED PROPERTY  
INITIATOR ERROR  
WRONG VENDOR  
CHECK LOST/DAMAGED IN MAIL

**461,444.18**

# *Index #5*

# **CITY OF MARYSVILLE**

## **EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 11, 2015**

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 April 20, 2015 payroll in the amount \$904,826.68 Check No.'s 28791 through 28824.

### **COUNCIL ACTION:**

# *Index #8*

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

**CITY COUNCIL MEETING DATE: May 11, 2015**

<b>AGENDA ITEM:</b> INTERLOCAL AGREEMENT BETWEEN THE CITY OF STANWOOD AND THE CITY OF MARYSVILLE FOR OUT DOOR VIDEO SERVICES	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Jim Ballew	<b>APPROVED BY:</b> J. Ballew	
<b>ATTACHMENTS:</b> Interlocal Agreement		
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

**DESCRIPTION:**

The City of Stanwood has requested Marysville Parks and Recreation Department's assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Stanwood is hosting two free events on city owned property. Marysville Parks and Recreation has agreed to provide equipment and staff to present each film at a cost of \$600.00 per event, payable by the City of Stanwood.

Our City Attorney's Office has developed an Interlocal Agreement between the City of Stanwood and City of Marysville to clearly define services provided by Marysville Parks and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The events are scheduled for August 6 and August 20, 2015 for \$600.00 per event for a total of \$1200.00

**RECOMMENDED ACTION:**

Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Stanwood and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF STANWOOD  
AND THE CITY OF MARYSVILLE  
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 1, 2015 between the City of Stanwood, a Washington municipal corporation, herein after referred to as “STANWOOD” and the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE”, pursuant to the authority granted by Chapter 39.34 RCW.

**W**HEREAS, the City of STANWOOD is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of STANWOOD and presented on August 6, 2015, and August 20, 2015; and

**W**HEREAS, the City of Stanwood is the owner of the property where the movie will be shown to the community for free; and

**W**HEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

**W**HEREAS, the City of STANWOOD desires to utilize the City of MARYSVILLE’S OUTDOOR VIDEO SERVICES; and

**W**HEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of STANWOOD to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, STANWOOD and MARYSVILLE agree as follows:

**1. SCOPE OF SERVICES**

A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to STANWOOD as defined in this Agreement. MARYSVILLE’S performance of said services under this Agreement may be limited by the availability of MARYSVILLE’S personnel and equipment. MARYSVILLE will notify the City of STANWOOD at least 48 hours before the event if it is not able to provide personnel and/ or equipment.

1. MARYSVILLE will provide OUT DOORVIDEO SERVICES to STANWOOD.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to STANWOOD. MARYSVILLE personnel will operate the video equipment

and vehicles.

B. STANWOOD will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The dates for video services (**FILMS**) will be:

1. Thursday, August 6, 2015
2. Thursday, August 20, 2015

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that STANWOOD staff providing services pursuant to this Agreement are acting in their official capacity as employees of STANWOOD and shall be under the exclusive direction and control of STANWOOD.

F. STANWOOD and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. STANWOOD, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on STANWOOD'S behalf those services as provided in this Agreement.

## **2. COMPENSATION / FEES**

- A. STANWOOD will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$600.00 per date for a total of \$1200.00
- B. STANWOOD will pay MARYSVILLE 25% of the event fee in the event STANWOOD cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- C. MARYSVILLE shall bill STANWOOD monthly and STANWOOD shall pay MARYSVILLE within thirty (30) days receipt of the bill.

## **3. AMENDMENTS/MODIFICATION**



Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

#### **4. INDEMNIFICATION AND LIABILITY**

##### **A. Indemnification:**

1. STANWOOD will at all times indemnify and hold harmless and defend MARYSVILLE, their 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 STANWOOD in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend STANWOOD, their 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 MARYSVILLE in performance under this agreement.
3. 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 MARYSVILLE, STANWOOD, or other person and all property owned or claimed by MARYSVILLE, STANWOOD, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or STANWOOD, their elected and appointed officials, officers, employees or agents.

##### **B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:**

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
3. Cover or require indemnification or payment of any judgment against any

individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

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

## 5. INSURANCE

### INSURANCE

1. Both parties to this Agreement shall maintain public liability insurance..Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- 3 Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

## 6. INDEPENDENT CONTRACTOR

A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between STANWOOD and MARYSVILLE or any of STANWOOD's or MARYSVILLE's agents or employees.

STANWOOD shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by STANWOOD pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

B. Nothing in this Agreement shall make any employee of STANWOOD a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded STANWOOD or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a STANWOOD employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

## **7. LEGAL RELATIONS**

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney' fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

## **8. DURATION / TERMINATION / NOTICE / EMERGENCY NOTICE**

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:  
6915 Armar Road  
Marysville, WA 98270

City of STANWOOD:  
10220 270<sup>th</sup> Street NW  
Stanwood, WA 98292

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Jim Ballew, Parks Director Phone Numbers: 425-754-4021

STANWOOD:

Name: A City of Stanwood official or employee to be named.

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D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

#### **9. WAIVER**

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

#### **10. ENTIRE AGREEMENT**

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

#### **11. PRIVILEGES AND IMMUNITIES**

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within STANWOOD under the provisions of this Agreement.

#### **12. THIRD PARTY BENEFICIARY STATUS**

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

#### **13. SEVERABILITY**

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

#### **14. APPROVAL AND FILING**

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

**CITY OF MARYSVILLE**

\_\_\_\_\_  
JON NEHRING, Mayor

Date:

Attest

\_\_\_\_\_  
SANDY LANGDON, City Clerk  
Approved as to form:

\_\_\_\_\_  
JON WALKER          City Attorney  
Attorney for the City of MARYSVILLE

**CITY OF STANWOOD**

\_\_\_\_\_  
LEONARD KELLEY, Mayor

Date:

Attest:

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
GRANT WEED          City Attorney  
Attorney for City of STANWOOD

# *Index #10*

# CITY OF MARYSVILLE AGENDA BILL

## EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE:** May 11, 2015

<b>AGENDA ITEM:</b> Marysville Strawberry Festival Master Permit Agreement	
<b>PREPARED BY:</b> Jim Ballew <b>DEPARTMENT:</b> Parks and Recreation	<b>DIRECTOR APPROVAL:</b>
<b>ATTACHMENTS:</b> Master Permit Agreement and 2015 Strawberry Festival Proposal	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The City published a Request for Proposal seeking interest in presenting the annual Strawberry Festival. One proposal was received from Maryfest Inc, to host and present the annual festival from June 13, 2015 to June 21, 2015. The Grand Parade will be held on Saturday June 20, 2015.

City department representatives have reviewed the proposal and recommend approval of the schedule and supporting assistance with Maryfest Inc. to present the Strawberry Festival schedule for the community.

<b>RECOMMENDED ACTION:</b> Staff recommends that the City Council consider authorizing the Mayor to sign the Master Permit Agreement with Maryfest Inc. to present the 2015 Strawberry Festival as proposed.
---



**CITY OF MARYSVILLE  
STRAWBERRY FESTIVAL MASTER PERMIT/ AGREEMENT  
ISSUED TO**

**MARYFEST INCORPORATED**

WHEREAS, MARYFEST INCORPORATED (applicant) has submitted as festival proposal for the Strawberry Festival pursuant to MMC 5.48; and

WHEREAS, the Marysville City Council awarded the festival permit to MARYFEST INCORPORATED (applicant) on \_\_\_\_\_, 2015; and

THEREFORE, the Master Permit is issued with the following terms and conditions.

**1. TERM**

- A. Annual Proposal/Permit Period for \_\_\_\_\_ through \_\_\_\_\_, 2015.  
Festival Proposal for 2015 is attached as Exhibit B.

**2. APPLICANT/SPONSORING AGENCY**

Festival Sponsor/Sponsoring Agency: MARYFEST INCORPORATED

Business Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Tax Identification: \_\_\_\_\_

Sponsoring Agency Official(s) of Record:

Name\_\_\_\_\_ Title\_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Name\_\_\_\_\_ Title\_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Cell Number: \_\_\_\_\_

### **3. GENERAL RULES AND REGULATIONS FOR ALL STRAWBERRY FESTIVAL PERMITS.**

#### **A. Annual Permit Fees and Conditions**

1. FEE: The Annual Permit Fee for the sponsoring organization Maryfest Incorporated will be in the amount of \$500.00 payable within 30 days of City Council approval of the Annual Festival Proposal.

2. Award of the Strawberry Festival Annual Master Permit shall not be construed as constituting the Strawberry Festival or Maryfest Incorporated as a governmental or proprietary activity, event or function of the City of Marysville, nor shall it be construed as constituting the Festival sponsor(s) as agents of the City of Marysville.

3. This Strawberry Festival Annual Master Permit is authorization to use City of Marysville Facilities only. It no way replaces any permit or license required by any other governmental regulatory organization for the activities identified herein.

#### **B. Festival Sponsor Responsibility - Indemnification**

The Festival sponsor shall assume all responsibility and liability for the conduct and management of the Annual Strawberry Festival, and the finances thereof.

The Festival Sponsor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any claims injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this festival and agreement, including actions or inactions of persons participating or providing services in the event or from spectators, citizens, and other persons attending the events, except for injuries and damages caused by the sole negligence of the City.

#### **C. Insurance Coverage(s)**

Maryfest Incorporated agrees that it will maintain in force, at its own expense, a liability insurance policy which will insure Maryfest Inc. and the City of Marysville, its appointive and elected officers, employees and agents from any suits, claims or action brought against the City by any person or persons and from all costs and expenses of litigation brought against the City, its appointive and elected officers, employees and agents for such injuries to persons or damages to property occurring during the term of this Agreement or thereafter that result from performance or nonperformance by Maryfest Inc. of the obligations set forth in this Agreement. Such insurance policy shall be written for a period to include twenty-four (24) hours prior to the first of any and all activities presented by the Annual Festival Permit and extending for a period

not less than twenty-four hours (24) following the completion of the event, including activities associated with the post Festival activities required to complete all events.

Maryfest Inc.'s maintenance of insurance as required by the agreement shall not be construed to limit the liability of Maryfest Inc to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Maryfest Inc. shall provide a certificate of insurance evidencing:

### **Minimum Scope of Insurance**

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 and a \$2,000,000 products- completed operations aggregate limit. The City shall be named as an additional insured on Maryfest Inc.'s Commercial General Liability insurance policy using ISO CG 20 10 10 01 with CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

### **Other Insurance Required – As Applicable**

Alcohol – If event activities includes alcohol available for consumption, whether sold or not, Maryfest Inc. shall procure and maintain for the duration of the event Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the City.

Athletic Participant Events – If event activities include athletic events, the General Liability insurance shall include coverage for participant liability with limits of not less than \$1 million per occurrence.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Maryfest Inc.'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 Maryfest Inc.'s insurance and shall not contribute with it.

### **Notice of 2. Cancellation of Insurance.**

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

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

### **Verification of Coverage**

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work

In case of breach of any provision of this section, the City may at its options and with no obligation to do so, provide and maintain at the expense of Maryfest Inc. such types of insurance in the name of Maryfest Inc. as the City may deem proper, and may deduct or charge costs from any sums which may be found or become due to Maryfest under this Agreement or may demand Maryfest promptly reimburse the City for such costs.

### **D. Independent Contractor**

It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, Maryfest shall be responsible for all obligations relating to federal income tax, self employment, FICA taxes and contributions, and all other so-called employer taxes and contributions, including, but not limited to, industrial insurance(Worker's Compensation), and that Maryfest agrees to hold the City of Marysville harmless from any claims, valid or otherwise, made to the City because of these obligations.

Any and all employees of Maryfest, while engaged in the performance of any work or services required by Maryfest under this Agreement, shall be considered employees of Maryfest only and not the City of Marysville, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees of Maryfest, made by a third party as a consequence of any negligent act or omission the part of Maryfest's employees while so engaged in any of the work or services required to be rendered herein, shall be the sole obligation and responsibility of Maryfest.

Maryfest shall comply with all applicable provisions of the Fair Labor Standards Act and other legislations affecting its employees and the rules and shall save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act and rules and regulations that are or may be promulgated in connection herewith.

Maryfest assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes , fees, license, excises or payments required by city, state and federal legislation which are now, or may during the term of this Agreement be, enacted as to all persons employed by Maryfest Inc. and as to all duties, activities and requirements by Maryfest Inc. in performance of the work under this Agreement and Maryfest Inc. shall assume exclusively liability therefore, and meet all requirements there under pursuant to any rules or regulations that are now or may be promulgated in connection herewith.

#### **E. Non Discrimination**

Maryfest Inc. nor any officer, agent or employees shall not discriminate in the provision of service under this contract against any individual, partnership, or corporation based upon race, religion, sex, creed, place of origin, or any other form of discrimination prohibited by federal, state or local law.

#### **F. Annual Festival Events and Activities**

All proposed festival events and activities are to be identified through the Strawberry Festival Annual Proposal no later than April 1<sup>st</sup> of the Festival year. The Festival Events and Activities schedule is to be submitted for review by the City Clerks Office and each City Department or Division identified providing support. The Festival Events and Activities schedule must also identify all sponsoring or hosting entities prior to approval of the Master Permit. The Proposal shall also identify all advertising and promotional efforts for distribution throughout the Pacific Northwest. All schedules are to be provided to the City's Public Information Officer for community distribution through the Community Access Channel and other City advertising resources. The Proposal shall designate the geographical boundaries of the festival area and may include provisions within the area for festival parades, carnivals, sporting and recreational events.

#### **G. Use of Public Property**

All public streets and facilities to be utilized for the permitted year are to be identified in the Annual Festival Proposal and updated annually for approval. Facilities or events not identified within the Annual Festival Proposal Exhibits are not covered within the annual permit and will not be considered permitted or authorized activities. Use of public facilities that require advanced reservations, facility use agreements and or additional use considerations must be identified on an annual basis no later than 90 days before the first day of all festival activities. Facilities not reserved and or utilized by the permitted agency may become available for other uses under the requirements of any required facility use agreements enforced by the City. The sponsoring organization is prohibited from charging any type of admission or entry fee requirement in facilities owned and operated by the City of Marysville.

#### **H. Vendor Facilities and Structures**

All proposed vendors and structures housed on publicly owned and or private property are to be identified within the Annual Festival Proposal. Vendors not submitted will not be authorized to conduct business under the benefits of the Master Permit and will not be considered associated with the Strawberry Festival and subject to the requirements of the City of Marysville Municipal Code. Portable facilities erected or delivered for public use are to be identified within the organizations insurance coverage(s). Such facilities are to be inspected prior to authorized use by the general public. Maryfest will provide a copy of all participating vendors each year to the Finance Director to verify sales tax reporting requirements.

#### **I. Risk Management Plan**

The sponsoring agency will establish a Risk Management Plan that will identify any potential catastrophic losses or events during the length of the Festival. The plan is to be submitted as an element of the Annual Festival Proposal. The plan must develop and maintain overall policies

and procedures for risk control, including security, personal safety, automobile safety, fire prevention, emergency planning and legal liability, using internal or city assistance. The Risk Management plan is to identify the following basic criteria for the safety of all participants specifically during the Festivals largest attendance events such as:

1. Parade Route Safety Features and Evacuation Plan
2. Market in the Park Safety Requirements and Evacuation Plan
3. Special Venue Safety Requirements and Evacuation Plan
4. Carnival Site Safety Requirements and Evacuation Plan

The sponsoring organization is to identify the current Risk Manager annually within the Proposal. The Risk Manager is to provide immediate notification to the City Clerk of any potential loss or claim as a result of participation in any of the authorized Festival Events.

#### **J. Special Conditions**

Special Conditions may be required of the Master Permit during the permitted year. See attached **Special Conditions Exhibit A** if applicable.

#### **K. Severability**

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Maryfest have executed this Agreement as of the date first above written.

Date this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

THE CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, Mayor

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
JON WALKER, City Attorney

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

MARYFEST INCORPORATED

By \_\_\_\_\_  
PRESIDENT

**Special Conditions Exhibit A**

1. The Festival Sponsor may be responsible for damages to any city owned facilities and or equipment utilized during the overall length of the festival. Responsibility includes repairs and or replacement of any damaged equipment and or fixtures.
2. Traffic controls not available through the City's inventory will be the responsibility of the Festival Sponsor at the Sponsors expense.
3. The City reserves the right to cancel its obligations to the sponsoring organization in the event of a public emergency requiring city forces and equipment.
4. Advertising of all festival activities is important to the success of the festival and promotion of the City of Marysville. Festival Sponsors are encouraged to work with the City's Community Information Officer in year-round promotions of the Strawberry Festival. The City requests that an ex-officio position be assigned to the sponsor's operating board or Board of Directors to maintain open and current communications of all planned activities. State wide promotion of the Strawberry Festival shall include various marketing strategies and programs that are designed to attract tourism throughout Washington, Oregon and British Columbia. Maryfest agrees to maintain a full time web site that provides the annual calendar of events no later than April 15<sup>th</sup> of each festival season. Related brochures and guides are to be published within 30 days of the actual festival dates.

5. If the Sponsoring Festival Organization hosts a public golf tournament event, first consideration is to host the tournament on the City's Cedarcrest Golf Course.
6. Beer Garden:  
If the Festival Applicant hosts or allows any vendor to operate a Beer Garden, the Festival Applicant and the vendor must show full compliance with all applicable applications, permits, insurance requirements, laws, regulations and codes within \_\_\_\_\_(time period) prior to the event.



**EXHIBIT B**  
**ANNUAL STRAWBERRY FESTIVAL PROPOSAL/PERMIT**



**REQUEST FOR PROPOSALS  
ANNUAL STRAWBERRY FESTIVAL SPONSOR  
CITY OF MARYSVILLE, WASHINGTON  
March 28, 2015**

Notice is hereby given that Request for Proposals shall be accepted by the City Clerk at Marysville City hall, 1049 State Avenue, Marysville, WA, 98270 until 4:00 p.m., Tuesday, April 14, 2015 local time, on The City will not consider submittals received after this time. Submittals shall be received in a sealed envelope labeled with the Interested Person or Organization and project title.

The City of Marysville is accepting proposals from organizations wishing to sponsor the annual Strawberry Festival. Festival proposals shall describe the proposed geographical boundaries of the festival area, all proposed festival activities and the dates thereof, the use of public right-of-way and public parks, the number and location of temporary vendor facilities and structures, and provisions for sanitation and cleanup. The proposal will further indicate the organizational structure, background and experience of the sponsor, and all insurance and indemnification provisions which it is able to offer to the city.

The City will consider duly filed proposals on the basis of the experience and qualifications of the sponsor, the merits of the festival proposal, and the public benefits arising from the same.

Additional information may be obtained by contacting the City Clerks' office at 360-363-8000 or [CityClerk@marysvillewa.gov](mailto:CityClerk@marysvillewa.gov).

The City of Marysville reserves the right to reject any and all proposals and waive any immaterial irregularities or informalities in the proposal process. The City further reserves the right to make the proposal award as deemed in the best interest of the City.

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April O'Brien, Deputy City Clerk  
City of Marysville


First Publication: Marysville Globe on March 28, 2015  
Second Publication: Marysville Globe on April 4, 2015

# *Index #11*

# CITY OF MARYSVILLE AGENDA BILL

## EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 05/11/2015**

<b>AGENDA ITEM:</b> Adopt-A-Stream Foundation Land Owner Agreements	
<b>PREPARED BY:</b> Leah Grassl, Surface Water Specialist	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works	
<b>ATTACHMENTS:</b> 3 original copies of each of the 3 different Land Owner Agreements	
<b>BUDGET CODE:</b> Not Applicable	<b>AMOUNT:</b> \$0.00
<b>SUMMARY:</b>	

The Adopt-A-Stream Foundation (AASF) seeks to use its own grant funds to improve native, natural vegetation for fish and wildlife habitat in three separate parcels of City of Marysville-owned land.

The first of these parcels is in the Hayho Creek Watershed, where AASF plans to restore 4.7 acres of riparian forest along Hayho Creek. The City of Marysville owns a 19-acre parcel that borders 1,356 feet of the right bank of Hayho Creek. This site contains a newly constructed stormwater detention pond that is set back 150 feet from Hayho Creek. AASF will plant the area between the detention facility and the creek creating a 150-foot buffer along entire length of the creek throughout the property. The proposed project will enhance 2.2 acres of the existing riparian buffer by removing invasive blackberries and replacing them with native shrubs and shade-tolerant conifer trees.

The second parcel is the Jennings Memorial Park property along Allen Creek. Allen Creek is surrounded by invasive reed canary grass, with very little native vegetation. The goals of this project are to remove invasive plants and establish riparian buffers of approximately 35 feet using native vegetation. The total planting area will be approximately 1,059sqft. The objective of the planting is to reduce stream water temperature, provide habitat for native fauna, stabilize eroding stream-banks and serve as a long-term source of large woody debris to the system.

The third and final parcel is Northpointe Park along Munson Creek. The goals of this project are to establish riparian buffers of approximately 100 feet wide along each bank and improve water quality for Munson Creek. The objective of the planting is to reduce stream water temperature, provide habitat for native fauna, stabilize the stream bank, and serve as a long-term source or large woody debris to the system.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the three separate Landowner Agreements between the City of Marysville and the Adopt-A-Stream Foundation.
---

## LANDOWNER AGREEMENT

This Landowner Agreement (this "Agreement") dated and effective this \_\_\_\_\_ is by and between

Landowner: City of Marysville  
1049 State Ave,  
Marysville, WA 98270

Grantee: The Adopt A Stream Foundation (AASF)  
600 128<sup>th</sup> St. SE  
Everett, WA 98208  
(425) 316-8592

**1. Consent.** The signatories to this agreement join in conducting certain restoration activities to benefit water quality and fish habitat on property owned by The City of Marysville in the Allen Creek watershed, Snohomish County, State of Washington. The legal description of the property and a project scope of work are presented in Exhibit A.

**2. Access.** The Landowner agrees to provide access to employees of AASF (the Grantee) to complete streamside planting and related restoration work with a one (1) week prior notice to the Landowner. The Landowner also agrees to provide access, with a one (1) week notice, to Department of Ecology staff, when accompanied by AASF, to view the site.

The terms of this Agreement will be for a ten (10) year period from the date of final signature. During this period, the Landowner agrees to not intentionally compromise the integrity of the restoration work and project site. The Landowner also agrees to provide reasonable property access to the Grantee to plan, complete, and monitor the long-term condition of the restoration site, and to allow the Grantee to display the site for educational purposes.

**3. Agreement Modification/Termination.** This Agreement may be modified at any time by mutual written consent by authorized representatives of all the parties.

**4. Landowner Rights.** This Agreement does not authorize the Grantee to assume jurisdiction over, or any ownership interest in the premises. The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

**5. Removal of Property.** Grantee agrees that it will, upon the conclusion of the project, remove any equipment it installed on the property as a part of the permitted activities, repair any damage to the property that might have been caused with any of the permitted activities, and will return the property to the condition it was in before Grantee's entry onto the property. In the event any materials and/or equipment placed on the property by the Grantee are not removed in a timely manner, the Landowner will have the right to remove such materials and/or equipment and the Grantee agrees to be responsible for the reasonable costs of such removal.

**6. Liability.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the city.

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 the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically

City of Marysville Sites

Landowner Agreement

4/22/15

and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes 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.

**7. Insurance.** The Adopt A Stream Foundation shall obtain and keep in force during the term of this agreement insurance in no less than the following amounts:

	<b>Comprehensive</b>		
	<u><b>General Liability</b></u>	<u><b>Automobile</b></u>	<u><b>Property</b></u>
<b>Per Occurrence</b>	<b>\$1,000,000</b>	<b>\$2,000,000</b>	<b>\$1,000,000</b>
<b>Aggregate</b>	<b>\$2,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>

The Landowner shall be specifically named as an insured in such policy of policies. A certification of insurance questionnaire and endorsement, as required by the landowner, shall be executed and delivered to the landowner at the time of execution of this agreement.

**8. Compliance with laws and standards.** In carrying out any authorized activities under this agreement, AASF shall comply with all applicable laws of any governmental entity with jurisdiction of the work, including local, state and federal, as applicable. AASF shall further meet accepted industry standards for performance of the work.

**9. Permits and Approvals.** AASF shall obtain all permits and approvals required by any permitting authority, whether local, state or federal, prior to commencing the work.

**10. Agreement Expiration/Termination.** Upon expiration or termination of this Agreement, the Landowner assumes full and complete responsibility for all restoration developments made under this Agreement.

**11. Reporting.** AASF shall make available to the City any reports submitted to Washington State Department of Ecology documenting work on City of Marysville property.

		 Thomas B. Murdoch AASF Executive Director	 4-22-15
Landowner	Date	Date	

## Exhibit A

### Scope of Work

75

#### 1.0 Project Location

**-Jennings Park-** The 11.4 acre Jennings Park property consists of a public park owned by the City of Marysville. Approximately 4,000 feet of Allen Creek flows throughout the park. The property is located at 6915 Armar Rd, Marysville, WA 98270 you can also access the park at 5504 70<sup>th</sup> st. NE and 6309 53<sup>rd</sup> Dr. NE. (Latitude 48.058589, Longitude -122.159644)

The legal descriptions, as listed by Snohomish County Assessor's Parcel database is as follows:

**Parcel Number:** 00408900000702

CHERRYDALE TRACTS BLK 000 D-02 - LOT 7 LESS W 190FT OF N 110FT OF S1/2AND ALL LOTS 8 & 9

#### 2.0 Current Site Conditions:

Jennings Park is an 11.4-acre property that has Allen Creek flowing through it. Throughout the park the creek is surrounded by invasive reed canary grass, with very little native vegetation. In some areas there are floating mats of reed canary grass making it difficult to get native trees established. The first area of focus is upstream of the large bridge that connects the east and west side of the park. This area is dominated by reed canary grass with a few large deciduous trees. The second area of focus is around Kiwanis Pond, the outflow for this pond flows into Allen Creek. Currently there are very few trees shading the pond. Establishing native trees here may help decrease warm water inputs into Allen Creek.

#### 3.0 Project Goals:

The goals of this project are to remove invasive plants and establish riparian buffers of approximately 35 feet using native vegetation. The total planting area will be approximately 1,059sqft. The objective of the planting is to reduce stream water temperature, provide habitat for native fauna, stabilize eroding stream-banks and serve as a long-term source of large woody debris to the system.

#### 4.0 Landowner responsibilities

- Landowner will provide access to the property for all implementation purposes.
- Landowner will assist with informal monitoring.
- Landowner will assist AASF in maintaining the project for no less than 3 years (see 7.3 AASF responsibilities).
- Landowner will allow access to the planting area by volunteer groups to assist with implementation and maintenance of the project.

#### 5.0 AASF responsibilities

- AASF will coordinate all aspects of the initial invasive plant removal and native planting.
- AASF will coordinate all responsibilities outlined in the grant funding.
- AASF will coordinate with volunteer groups to complete some components of the project

City of Marysville sites

Exhibit A, Scope of Work  
4/22/15

implementation. Work performed by volunteers will consist of planting and invasive removal under the supervision of AASF.

- AASF will secure any necessary permits.
- AASF will maintain the project site as funding allows.

## **6.0 Activity schedule**

- The initial project will occur in spring of 2015 and will consist of site prep and planting.  
\*Note that these dates are approximate and may shift depending on factors beyond the control of the Grantee

## **7.0 Maintenance:**

### **7.1 Description**

- The site will require some maintenance, especially in regards to plant health.

### **7.2 Landowner responsibilities**

- Landowner will check for plant vigor, and will report problems to AASF promptly. Plant health should be checked on a yearly basis.
- Landowner will suppress invasive plants in planting area. This effort can be made with volunteers, paid labor, or landowner's time.
- Landowner will perform watering as needed, usually annually during the summer months.

### **7.3 AASF responsibilities**

- AASF will provide the landowner with a maintenance plan, which is attached as Exhibit B.
- AASF will replace dead plants in the event of high plant mortality.
- AASF will pursue additional funding opportunities to perform necessary maintenance activities and will be responsible for the majority of maintenance if funding is received.

## **8.0 Monitoring:**

### **8.1 Description**

- Monitoring will consist of monitoring native plant health by photographing the site from established photo points.
- Monitoring photos will be forwarded to Grantee electronically at [aasf@streamkeeper.org](mailto:aasf@streamkeeper.org).

### **8.2 Landowner responsibilities**

- The landowner will be responsible for informal monitoring, including checking on plant health.
- The Landowner will report problems to the Grantee promptly.

### **8.3 AASF responsibilities**

- AASF will set up photo monitoring points.
- AASF will take before and after photos of the project areas during the anticipated grant period.
- AASF will complete all other monitoring activities during the grant period and make all efforts to provide technical assistance as needed after grant activities are completed.

### **8.4 Schedule**

- It is expected that staff from AASF will visit the site at least once within three (3) months following the completion of planting activities.



- AASF will coordinate with Landowner regarding future monitoring and maintenance.

## **9.0 Funding and Reimbursements**

- The planting and initial maintenance of this project is funded primarily through grants and in-kind services awarded to AASF. Maintenance in year(s) 2015 will be funded or otherwise coordinated by the landowner. AASF will make all efforts to assist the landowner in accomplishing maintenance activities as needed as the new riparian buffer matures.

## EXHIBIT B PROJECT MAINTENANCE GUIDELINES

### LANDOWNER MAINTENANCE of PLANTING

- **Native plant maintenance**
  - The native plants will require **moisture** in the hot summer months. Provide water to the plants one to two times per week during the hot summer months.
- **Invasive plant suppression**
  - **Some blackberry shoots** are expected to return. Dig these out by the roots twice per year. (It's easiest when the ground is wet.)
  - Patches of **reed canary grass** are present on the site. Native plants will be installed in the reed canary grass patches. As the native plants grow, they will shade out the reed canary grass. Keep the reed canary grass shorter than the native plants until the native plants get taller (approximately the first 3 years). This can be accomplished by stomping down the reed canary grass in a two-foot circle around the native plant or by weed whacking a 2-foot circle around the plant.

## LANDOWNER AGREEMENT

This Landowner Agreement (this "Agreement") dated and effective this \_\_\_\_ day of \_\_\_\_\_ is by and between

Landowner: City of Marysville  
1049 State Ave,  
Marysville, WA 98270

Grantee: The Adopt A Stream Foundation (AASF)  
600 128<sup>th</sup> St. SE  
Everett, WA 98208  
(425) 316-8592

**1. Consent.** The signatories to this agreement join in conducting certain restoration activities to benefit water quality and fish habitat on property owned by The City of Marysville in the Allen Creek watershed, Snohomish County, State of Washington. The legal description of the property and a project scope of work are presented in Exhibit A.

**2. Access.** The Landowner agrees to provide access to employees of the Grantee to complete streamside planting and related restoration work with a one (1) week prior notice to the Landowner. Confirmed notices to the Landowner consist of contact of the specified City of Marysville Staff by AASF followed by a subsequent response by City Staff in the affirmative. The specified City Staff for contact are the City Park Maintenance Manager and the Surface Water Specialist. Currently these position contacts are as follows: Mike Robinson 360-363-8406 and Matthew Eyer 425-503-6835 respectively. The Landowner also agrees to provide access, with a one (1) week notice, to Department of Ecology staff, when accompanied by the Grantee, to view the site. Landowner agrees to provide reasonable access to employees of AASF to perform required project maintenance work as presented in Exhibit B.

AASF shall place a sign in close proximity to work areas at all times work is occurring on site to inform citizens. The sign used is subject to approval by City Staff.

The terms of this Agreement will be for a ten (10) year period from the date of final signature. During this period, the Landowner agrees to not intentionally compromise the integrity of the restoration work and project site. The Landowner also agrees to provide reasonable property access to the Grantee to plan, complete, and monitor the long-term condition of the restoration site, and to allow the Grantee to display the site for educational purposes.

**3. Agreement Modification/Termination.** This Agreement may be modified at any time by mutual written consent by authorized representatives of all the parties. Any party may seek termination of this Agreement by providing notice in writing to the other parties that it desires the Agreement to be terminated. Such termination shall be effective thirty (30) days after authorized representatives of all parties have agreed in writing to such termination.

**4. Landowner Rights.** This Agreement does not authorize AASF assume jurisdiction over, or any ownership interest in the premises. The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

**5. Removal of Property.** Grantee agrees that it will, upon the conclusion of the project, remove any equipment it installed on the property as a part of the permitted activities, repair any damage to the property that might have been caused with any of the permitted activities, and will return the property to the condition it was in before AASF's entry onto the property. In the event any materials and/or equipment placed on the property by AASF are not removed in a timely manner, the Landowner will have the right to remove such materials and/or equipment and AASF agrees to be responsible for the reasonable costs of such removal.

**6. Liability.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and

volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes 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.

**7. Insurance.** The Adopt A Stream Foundation shall obtain and keep in force during the term of this agreement insurance in no less than the following amounts:

	<b>Comprehensive</b>		
	<u><b>General Liability</b></u>	<u><b>Automobile</b></u>	<u><b>Property</b></u>
<b>Per Occurrence</b>	<b>\$1,000,000</b>	<b>\$2,000,000</b>	<b>\$1,000,000</b>
<b>Aggregate</b>	<b>\$2,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>

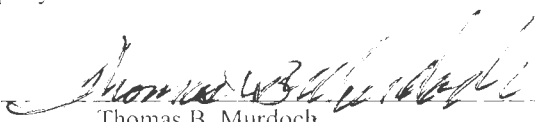
The Landowner shall be specifically named as an insured in such policy of policies. A certification of insurance questionnaire and endorsement, as required by the landowner, shall be executed and delivered to the landowner at the time of execution of this agreement.

**8. Compliance with laws and standards.** In carrying out any authorized activities under this agreement, AASF shall comply with all applicable laws of any governmental entity with jurisdiction of the work, including local, state and federal, as applicable. AASF shall further meet accepted industry standards for performance of the work.

**9. Permits and Approvals.** AASF shall obtain all permits and approvals required by any permitting authority, whether local, state or federal, prior to commencing the work.

**10. Agreement Expiration/Termination.** Upon expiration or termination of this Agreement, the Landowner assumes full and complete responsibility for all restoration developments made under this Agreement.

**11. Reporting.** AASF shall make available to the City any reports submitted to Washington State Department of Ecology documenting work on City of Marysville property.

_____	_____		<u>4-22-15</u>
Landowner	Date	Thomas B. Murdoch	Date
		AASF Executive Director	

### **1.0 Project Location.**

**-Northpointe Park-** The 24 acre Northpointe Park property consists of a public park owned by the City of Marysville. Within the park is Munson Creek, which is a tributary to Allen Creek. The property is located at 7201 70<sup>th</sup> St. NE you can also access the park from 71<sup>st</sup> AVE NE. (Latitude 48.058383, Longitude -122.132773)

The legal description, as listed by Snohomish County Assessor's Parcel database is as follows:

**Parcel Number:** 00828200099900

NORTHPOINTE DIV 3 BLK 000 D-00 - TRACT B (DRAINAGE AREA & DETENTION PONDS) LESS FDP: BEG NW COR LOT 7 NORTHPOINTE DIV 1 TH N65\*45 32E ALG N LN SD LOT 7 60FT TAP ON W LN OF LOT 4 NORTHPOINTE DIV 1 THN24\*14 28W ALG W LN OF SD LOT 4 110FT TO MOST WLY COR SD LOT 4 TH S04\*22 10W 125.30FT TO POB PER CITY MAR BLA #96-003 REC AF NO 9607295001

### **2.0 Current Site Conditions:**

Northpointe Park is a 24-acre property that has Munson Creek running through it. The southern end of the park is surrounded by housing developments with backyards bordering the park. The northern end of the park has fewer homes along park boundaries. Munson Creek flows under 67<sup>th</sup> St. NE and enters Northpointe Park. The upstream (southern) habitat is made up of a mature deciduous forest and has an understory made up of invasive blackberry and nightshade. The downstream end of the park varies greatly compared to the upstream portion. The downstream (northern) end of the park has very little in terms of vegetation and canopy cover and is primarily made up of invasive reed canary grass and Himalayan blackberry. Munson Creek flows under the Northpointe Park Trail before it heads to the Northwest and under 71<sup>st</sup> AVE NE.

### **3.0 Project Goals:**

The goals of this project are to establish riparian buffers of approximately 100 feet wide along each bank and improve water quality for Munson Creek. The objective of the planting is to reduce stream water temperature, provide habitat for native fauna, stabilize the stream bank, and serve as a long-term source or large woody debris to the system. The establishment of native plants will reduce the presence invasive plants over time by shading them out.

### **4.0 Landowner responsibilities**

- Landowner will provide access to the property for all implementation purposes
- Landowner will assist with informal monitoring.
- Landowner will assist AASF in maintaining the project for no less than 3 years (see 7.3 AASF responsibilities).
- Landowner will allow access to the planting area by volunteer groups to assist with implementation and maintenance of the project.

### **5.0 Grantee responsibilities**

- AASF will coordinate all aspects of the initial invasive plant removal and native planting.
- AASF will coordinate all responsibilities outlined in the grant funding
- AASF will coordinate with volunteer groups to complete some components of the project implementation. Work performed by volunteers will consist of planting and invasive removal under the supervision of AASF
- AASF will secure any necessary permits.
- AASF will maintain the project site as funding allows.
- 

### **6.0 Activity scheduled**

- The initial project will start in spring of 2015 and will consist of site prep. and planting.

\*Note that these dates are approximate and may shift depending on factors beyond the control of the Grantee.

## **7.0 Maintenance:**

82

### **7.1 Description**

- The site will require some maintenance especially in regards to plant health.

### **7.2 Landowner responsibilities**

- Landowner will check for plant vigor, and will report problems to AASF promptly. Plant health should be checked on a yearly basis.
- Landowner will suppress invasive plants in planting area, and make an effort to water plants during the driest months of the first three summers. This effort can be made with volunteers, paid labor, or landowner's time.
- Landowner will perform watering as needed, usually annually during the summer months.

### **7.3 AASF responsibilities**

- Grantee will provide the landowner with a maintenance plan, which is attached as Exhibit B.
- AASF will replace dead plants in the event of high mortality
- AASF will pursue additional funding opportunities to perform necessary maintenance activities and will be responsible for the majority of maintenance if funding is received.

## **8.0 Monitoring:**

### **8.1 Landowner responsibilities**

- The landowner will be responsible for informal monitoring, including checking on plant health.
- The Landowner will report problems to the Grantee promptly.

### **8.2 AASF responsibilities.**

- AASF will set up photo monitoring points
- AASF will take before and after photos of the project areas during the anticipated grant period.
- AASF will complete all other monitoring activities during the grant period and make all efforts to provide technical assistance as needed after grant activities are completed.

### **8.3 Schedule**

- It is expected that staff from AASF will visit the site at least once within three (3) months following the completion of planting activities
- AASF will coordinate with Landowner regarding future monitoring and maintenance.

## **9.0 Funding and Reimbursements:**

- The planting and initial maintenance of this project is funded primarily through grants and in-kind services awarded to AASF. Maintenance in year(s) 2018 will be funded or otherwise coordinated by the landowner. AASF will make all efforts to assist the landowner in accomplishing maintenance activities as needed as the new riparian buffer matures.

## EXHIBIT B

### PROJECT MAINTENANCE GUIDELINES

#### Planting Project

##### LANDOWNER MAINTENANCE

###### Native plant maintenance

- The native plants will require moisture in the hot summer months. Provide water to the plants one to two times per week during the hot summer months.

###### Invasive plant suppression (AASF will complete until June 2017)

- Some blackberry shoots are expected to return. Dig these out by the roots twice per year. (It's easiest when the ground is wet)
- Patches of reed canary grass are present on the site. Native plants will be installed in the reed canary grass patches. As the native plants grow, they will shade out the reed canary grass. Keep the reed canary grass shorter than the native plants until the native plants get taller (approximately the first 3 years). This can be accomplished by stomping down the reed canary grass in a two-foot circle around the native plant or by weed whacking a two-foot circle around the plant.

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This Landowner Agreement (this "Agreement") dated and effective this \_\_\_\_ day of \_\_\_\_\_ is by and between

Landowner: City of Marysville  
1049 State Ave,  
Marysville, WA 98270

Grantee: The Adopt A Stream Foundation (AASF)  
600 128<sup>th</sup> St. SE  
Everett, WA 98208  
(425) 316-8592

**1. Consent.** The signatories to this agreement join in conducting certain restoration activities to benefit water quality and fish habitat on property owned by The City of Marysville in the Hayho Creek watershed, Snohomish County, State of Washington. The legal description of the property and a project scope of work are presented in Exhibit A.

**2. Access.** The Landowner agrees to provide access to employees of the Grantee to complete streamside planting and related restoration work with a one (1) week prior notice to the Landowner. Confirmed notices to the Landowner consist of contact of the specified City of Marysville Staff by AASF followed by a subsequent response by City Staff in the affirmative. The specified City Staff for contact are the City Park Maintenance Manager and the Surface Water Specialist. Currently these position contacts are as follows: Mike Robinson 360-363-8406 and Matthew Eyer 425-503-6835 respectively. The Landowner also agrees to provide access, with a one (1) week notice, to Department of Ecology staff, when accompanied by the Grantee, to view the site. Landowner agrees to provide reasonable access to employees of AASF to perform required project maintenance work as presented in Exhibit B.

AASF shall place a sign in close proximity to work areas at all times work is occurring on site to inform citizens. The sign used is subject to approval by City Staff.

The terms of this Agreement will be for a ten (10) year period from the date of final signature. During this period, the Landowner agrees to not intentionally compromise the integrity of the restoration work and project site. The Landowner also agrees to provide reasonable property access to the Grantee to plan, complete, and monitor the long-term condition of the restoration site, and to allow the Grantee to display the site for educational purposes.

**3. Agreement Modification/Termination.** This Agreement may be modified at any time by mutual written consent by authorized representatives of all the parties. Any party may seek termination of this Agreement by providing notice in writing to the other parties that it desires the Agreement to be terminated. Such termination shall be effective thirty (30) days after authorized representatives of all parties have agreed in writing to such termination.

**4. Landowner Rights.** This Agreement does not authorize AASF assume jurisdiction over, or any ownership interest in the premises. The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

**5. Removal of Property.** Grantee agrees that it will, upon the conclusion of the project, remove any equipment it installed on the property as a part of the permitted activities, repair any damage to the property that might have been caused with any of the permitted activities, and will return the property to the condition it was in before AASF's entry onto the property. In the event any materials and/or equipment placed on the property by AASF are not removed in a timely manner, the Landowner will have the right to remove such materials and/or equipment and AASF agrees to be responsible for the reasonable costs of such removal.

**6. Liability.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and



volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes 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.

**7. Insurance.** The Adopt A Stream Foundation shall obtain and keep in force during the term of this agreement insurance in no less than the following amounts:

	<b>Comprehensive</b>		
	<u><b>General Liability</b></u>	<u><b>Automobile</b></u>	<u><b>Property</b></u>
<b>Per Occurrence</b>	<b>\$1,000,000</b>	<b>\$2,000,000</b>	<b>\$1,000,000</b>
<b>Aggregate</b>	<b>\$2,000,000</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>

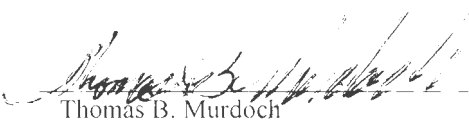
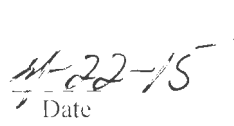
The Landowner shall be specifically named as an insured in such policy of policies. A certification of insurance questionnaire and endorsement, as required by the landowner, shall be executed and delivered to the landowner at the time of execution of this agreement.

**8. Compliance with laws and standards.** In carrying out any authorized activities under this agreement, AASF shall comply with all applicable laws of any governmental entity with jurisdiction of the work, including local, state and federal, as applicable. AASF shall further meet accepted industry standards for performance of the work.

**9. Permits and Approvals.** AASF shall obtain all permits and approvals required by any permitting authority, whether local, state or federal, prior to commencing the work.

**10. Agreement Expiration/Termination.** Upon expiration or termination of this Agreement, the Landowner assumes full and complete responsibility for all restoration developments made under this Agreement.

**11. Reporting.** AASF shall make available to the City any reports submitted to Washington State Department of Ecology documenting work on City of Marysville property.

_____	_____		
Landowner	Date	Thomas B. Murdoch AASF Executive Director	Date 11-22-15

### **1.0 Project Location.**

The legal description, as listed by Snohomish County Assessor's Parcel database is as follows:

**Parcel Number:** 31053300300100

**SEC 33 TWP 31 RGE 05 RT-14) E1/2 NE1/4 SW1/4 LESS ESE DITCH DD NO 5 AF NO. 236006**

### **2.0 Current Site Conditions:**

The Adopt A Stream Foundation (AASF) plans to improve water quality in Quilceda Creek by restoring 4.7 acres of riparian forest along Hayho Creek, a tributary to the Middle Fork of Quilceda Creek in the City of Marysville, WA.

The City of Marysville owns a 19-acre parcel that borders 1,356.3 feet of the right bank of Hayho Creek. This site contains a newly constructed stormwater detention pond that is set back 150 feet from Hayho Creek. The City has agreed to let AASF plant the area between the detention facility and the creek creating a 150-foot buffer along entire length of the creek throughout the property. The existing forested buffer varies in width and health. The width of the existing buffer is as little as 35' in some places with invasive blackberries dominating the perimeter. Invasive blackberries also occur sporadically throughout the buffer.

### **3.0 Project Goals:**

The proposed project will enhance 2.2 acres of the existing riparian buffer by removing invasive blackberries and replacing them with native shrubs and shade-tolerant conifer trees. In addition to enhancing the existing buffer we will also be expanding the buffer by adding 2.5 acres of new riparian forest widening the buffer to a width of 150 feet for the entire length of the stream. This project will result in a wide and robust forested riparian buffer, which should lower water temperatures, decrease bacterial levels and improve overall dissolved oxygen levels within the system.

### **4.0 Landowner responsibilities**

- Landowner will provide access to the property for all implementation purposes
- Landowner will assist with informal monitoring.
- Landowner will assist AASF in maintaining the project for no less than 3 years (see 7.3 AASF responsibilities).
- Landowner will allow access to the planting area by volunteer groups to assist with implementation and maintenance of the project.

### **5.0 Grantee responsibilities**

- AASF will coordinate all aspects of the initial invasive plant removal and native planting.
- AASF will coordinate all responsibilities outlined in the grant funding
- AASF will coordinate with volunteer groups to complete some components of the project implementation. Work performed by volunteers will consist of planting and invasive removal under the supervision of AASF
- AASF will secure any necessary permits.
- AASF will maintain the project site as funding allows.
- 

### **6.0 Activity scheduled**

- The initial project will start in spring of 2015 and will consist of site prep. and planting.
- \*Note that these dates are approximate and may shift depending on factors beyond the control of the Grantee.

### **7.0 Maintenance:**

#### **7.1 Description**

- The site will require some maintenance especially in regards to plant health.

#### **7.2 Landowner responsibilities**

- Landowner will check for plant vigor, and will report problems to AASF promptly. Plant health should be checked on a yearly basis.

- Landowner will suppress invasive plants in planting area, and make an effort to water plants during the driest months of the first three summers. This effort can be made with volunteers, paid labor, or landowner's time.
- Landowner will perform watering as needed, usually annually during the summer months.

### **7.3 AASF responsibilities**

- Grantee will provide the landowner with a maintenance plan, which is attached as Exhibit B.
- AASF will replace dead plants in the event of high mortality
- AASF will pursue additional funding opportunities to perform necessary maintenance activities and will be responsible for the majority of maintenance if funding is received.

## **8.0 Monitoring:**

### **8.1 Landowner responsibilities**

- The landowner will be responsible for informal monitoring, including checking on plant health.
- The Landowner will report problems to the Grantee promptly.

### **8.2 AASF responsibilities.**

- AASF will set up photo monitoring points
- AASF will take before and after photos of the project areas during the anticipated grant period.
- AASF will complete all other monitoring activities during the grant period and make all efforts to provide technical assistance as needed after grant activities are completed.

### **8.3 Schedule**

- It is expected that staff from AASF will visit the site at least once within three (3) months following the completion of planting activities
- AASF will coordinate with Landowner regarding future monitoring and maintenance.

## **9.0 Funding and Reimbursements:**

- The planting and initial maintenance of this project is funded primarily through grants and in-kind services awarded to AASF. Maintenance in year(s) 2018 will be funded or otherwise coordinated by the landowner. AASF will make all efforts to assist the landowner in accomplishing maintenance activities as needed as the new riparian buffer matures.

## **EXHIBIT B PROJECT MAINTENANCE GUIDELINES**

### Planting Project

#### **LANDOWNER MAINTENANCE**

##### **Native plant maintenance**

- The native plants will require moisture in the hot summer months. Provide water to the plants one to two times per week during the hot summer months.

##### **Invasive plant suppression (AASF will complete until June 2017)**

- Some blackberry shoots are expected to return. Dig these out by the roots twice per year. (It's easiest when the ground is wet)
- Patches of reed canary grass are present on the site. Native plants will be installed in the reed canary grass patches. As the native plants grow, they will shade out the reed canary grass. Keep the reed canary grass shorter than the native plants until the native plants get taller (approximately the first 3 years). This can be accomplished by stomping down the reed canary grass in a two-foot circle around the native plant or by weed whacking a two-foot circle around the plant.

*Update*  
*Index #15*

# **CITY OF MARYSVILLE**

## **EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 11, 2015**

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:**

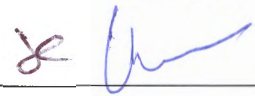
The Finance and Executive Departments recommend City Council approve the May 5, 2015 payroll in the amount \$1,566,744.32 Check No.'s 28825 through 28873.

### **COUNCIL ACTION:**

# *Update Index #6*

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

**CITY COUNCIL MEETING DATE:** May 11, 2015

<b>AGENDA ITEM:</b> Contract Award – Qwuloolt Fill Site	
<b>PREPARED BY:</b> Jeff Laycock, Project Manager  <b>DEPARTMENT:</b> Engineering	<b>DIRECTOR APPROVAL:</b> 
<b>ATTACHMENTS:</b> Certified Bid Tabulation, Vicinity Map	
<b>BUDGET CODE:</b> 310000076.563000.P1301	<b>AMOUNT:</b> \$85,450.00

**SUMMARY:**

The Qwuloolt Fill Site includes the hauling and stockpiling of approximately 4,500 cubic yards of fill material associated with future improvements to the Qwuloolt trail.

The project was advertised for a May 5, 2015 bid opening. The City received 6 bids as shown on the attached bid tabulation. The low bidder was CPC Materials dba Smokey Point Concrete at \$65,450.00. The engineer's estimate was approximately \$115,000.00. References have been checked and found to be satisfactory.

Project Bid Including Sales Tax	\$65,450.00
<u>Management Reserve:</u>	<u>\$20,000.00</u>
Construction Total:	\$85,450.00

<b>RECOMMENDED ACTION:</b>
Staff recommends that Council authorize the Mayor to sign and execute the Qwuloolt Fill Site contract with CPC Materials dba Smokey Point Concrete in the amount of \$65,450.00 including Washington State Sales Tax and approve a management reserve of \$20,000.00 for a total allocation of \$85,450.00.



## Qwuloolt Fill Site

## Certified Bid Tab

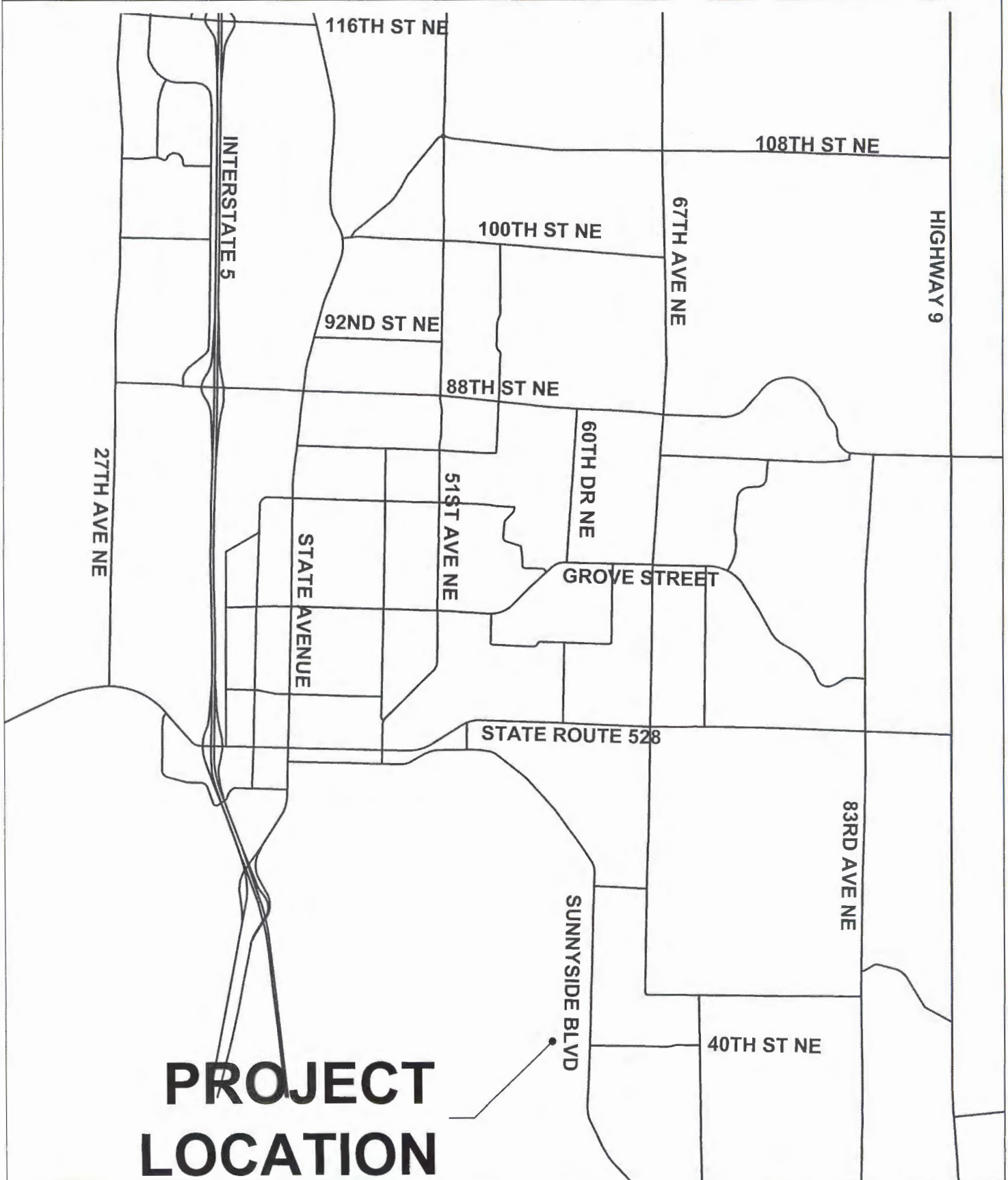
5/5/2015

Apparent Low Bid																	
CPC Materials																	
Bid Additive		Engineer's Estimate		DBA Smokey Point Concrete		Bayshore Concrete LLC		Pivetta Brothers Construction		SRV Construction, Inc.		Taylors Excavators, Inc.		Reace Construction Co			
Description	Units	Quantity	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	
Bid Additive	LS	1	\$10,000.00	\$10,000.00	\$8,750.00	\$8,750.00	\$15,750.00	\$15,750.00	\$15,550.00	\$15,550.00	\$14,000.00	\$14,000.00	\$30,000.00	\$30,000.00	\$36,000.00	\$36,000.00	
Bid Additive				\$10,000.00	\$8,750.00		\$15,750.00		\$15,550.00		\$14,000.00		\$30,000.00		\$36,000.00		
Base Bid Alt A																	
Item	Description	Units	Quantity	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1A	Structural Fill, As Furnished by the Contractor	CY	3000	\$25.00	\$75,000.00	\$14.65	\$43,950.00	\$21.22	\$63,660.00	\$27.78	\$83,340.00	\$31.75	\$95,250.00	\$26.00	\$78,000.00	\$34.25	\$102,750.00
2A	Select Fill, As Furnished by the City	CY	1500	\$20.00	\$30,000.00	\$8.50	\$12,750.00	\$8.83	\$13,245.00	\$15.90	\$23,850.00	\$15.25	\$22,875.00	\$17.00	\$25,500.00	\$20.00	\$30,000.00
Base Bid Alt A Total				\$105,000.00		\$56,700.00		\$76,905.00		\$107,190.00		\$118,125.00		\$103,500.00		\$132,750.00	
Total Bid Alt A (Base Bid Alt A + Bid Additive)				\$115,000.00		\$65,450.00		\$92,655.00		\$122,740.00		\$132,125.00		\$133,500.00		\$168,750.00	
Base Bid Alt B																	
Item	Description	Units	Quantity	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1B	Structural Fill, As Furnished by the City	CY	3000	\$18.00	\$54,000.00	\$10.50	\$31,500.00	\$10.13	\$30,390.00	\$12.00	\$36,000.00	\$9.40	\$28,200.00	\$15.00	\$45,000.00	\$30.50	\$91,500.00
2B	Select Fill, As Furnished by the City	CY	1500	\$20.00	\$30,000.00	\$8.50	\$12,750.00	\$8.83	\$13,245.00	\$15.90	\$23,850.00	\$15.25	\$22,875.00	\$17.00	\$25,500.00	\$20.00	\$30,000.00
Base Bid Alt B Total				\$84,000.00		\$44,250.00		\$43,635.00		\$59,850.00		\$51,075.00		\$70,500.00		\$121,500.00	
Total Bid Alt B (Base Bid Alt B + Bid Additive)				\$94,000.00		\$53,000.00		\$59,385.00		\$75,400.00		\$65,075.00		\$100,500.00		\$157,500.00	
Base Bid Alt C																	
Item	Description	Units	Quantity	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1C	Structural Fill, As Furnished by the City	CY	4500	\$18.00	\$81,000.00	\$9.65	\$43,425.00	\$9.70	\$43,650.00	\$12.00	\$54,000.00	\$9.00	\$40,500.00	\$18.00	\$81,000.00	\$30.50	\$137,250.00
Base Bid Alt C Total				\$81,000.00		\$43,425.00		\$43,650.00		\$54,000.00		\$40,500.00		\$81,000.00		\$137,250.00	
Total Bid Alt C (Base Bid Alt C + Bid Additive)				\$91,000.00		\$52,175.00		\$59,400.00		\$69,550.00		\$54,500.00		\$111,000.00		\$173,250.00	





# VICINITY MAP



# *Index #7*

# CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

### CITY COUNCIL MEETING DATE: May 11, 2015

AGENDA ITEM: CDBG – Consolidated Plan (PA 15004)	AGENDA SECTION: Public Hearing	
PREPARED BY: Amy Hess, Assistant Planner	APPROVED BY:	
ATTACHMENTS: 1. Consolidated Plan Executive Summary 2. Citizen Advisory Committee Recommendation 3. Ordinance Adopting CDBG 2015 – 2019 Consolidated Plan		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

#### DESCRIPTION:

The City of Marysville is an entitlement community eligible to administer the Community Development Block Grant (CDBG) federal program. In order to administer the CDBG federal program the City of Marysville is required to adopt a Consolidated Plan, consisting of a five-year strategic plan and a one-year action plan.

The City is part of a Housing Consortium, which was on a different Consolidate Plan cycle. The City was required to contribute to the Consortia's plan, which triggered the need to complete a new Consolidated Plan rendering the City's first Consolidated Plan, which was effective from July 1, 2012 through June 30, 2017, obsolete. A [DRAFT 2015 – 2019 Consolidated Plan](#) describing Marysville's needs, resources, priorities, strategies, objectives, and proposed activities to be undertaken with respect to HUD programs, including the CDBG programs, was prepared in collaboration with residents, community organizations, and other stakeholders. You can access the 2015 – 2019 Consolidated Plan by clicking on the hyperlink above.

The Citizen Advisory Committee (CAC) held a meeting April 21, 2015 and recommended approval of the Draft Consolidated Plan.

RECOMMENDED ACTION: Affirm the Citizen Advisory Committee's Recommendation and adopt the 2015 – 2019 Consolidated Plan.
COUNCIL ACTION:

# 2015-2019 Draft Consolidated Plan

## Executive Summary

### City of Marysville

#### **Community Development Department**

80 Columbia Avenue  
Marysville, WA 98270  
360.363.8100  
marysvillewa.gov



## ***Executive Summary***

The *City of Marysville 2015-2019 Consolidated Plan* provides a framework to guide the City of Marysville in investing Community Development Block Grant (CDBG) funds to address local priority housing and community development needs that primarily benefit low- and moderate-income persons.

The Consolidated Plan (Con Plan) is a comprehensive planning document that the City prepared in collaboration with residents, public and nonprofit agencies, and other stakeholders through consultations and a citizen participation process. The Consolidated Plan was informed by quantitative and qualitative data collected via communications with public and nonprofit agencies and citizens, surveys, public meetings, a public hearing, and general research. The plan includes extensive data and research analysis which was used to help determine the needs in our community.

The Consolidated Plan is a requirement of the U.S. Department of Housing and Urban Development (HUD) for receiving and administering CDBG funds. The City is part of a Housing Consortium, which was on a different Con Plan cycle. The City was required to contribute to the Consortia's plan, which triggered the need to complete a new Consolidated Plan rendering the City's first Consolidated Plan, which was effective from July 1, 2012 through June 30, 2017, obsolete. This Con plan will be in effect from July 1, 2015 through June 30, 2019.

## ***Evaluation of past performance***

In the first two Program Years that the City has been an entitlement community, there has been great success in assisting underserved populations with household repairs and chores which enables them to retain their independence and remain in their homes. Over 250 individuals benefited from the CDBG funds allocated to the agencies which provide minor home repair and chore services to low-income seniors and disabled persons. The agencies are providing a much needed service and acting in a timely manner.

Another need that has been served by the allocation of CDBG funds has been assistance to homeless, and at risk of homelessness, individuals and families. For each of the Program Years that have been completed, 70 individuals (20 families) had access to transitional housing as well as supportive services to aid them in moving towards securing permanent housing and employment.

A number of Capital Improvement projects were also completed which improved access to, and improved facilities, for low-moderate income individuals. These include the Marysville Boys & Girls Club Basketball Hoops and Kitchen Improvements, Comeford Spray Park, sidewalk improvements, and Jennings Park Improvements.

The above mentioned past performances helped guide the City in its establishment of goals and projects for the next five years.

### ***2015-2019 Strategic Plan***

The five-year strategies and objectives set forth in this Consolidated Plan to help address local priority housing and community development needs are outlined below.

<b>Affordable Housing</b>	
Housing Strategy 1 (AHS-1)	Enable homeowners to remain in their homes, primarily benefiting seniors, persons with disabilities, and very low-income persons
Housing Objective 1 (AHO-1)	Provide assistance for improving the safety and accessibility of housing units that benefit seniors and persons with physical or developmental disabilities
Housing Objective 2 (AHO-2)	Assist very low-, low-, and moderate-income homeowners improve the safety of their homes, with priority given to very low-income households
Housing Strategy 2 (AHS-2)	Preserve and increase the affordable housing stock
Housing Objective 3 (AHO-3)	Provide incentives to public, private, and nonprofit partners to retain, maintain, and/or expand the affordable housing stock
<b>Homeless</b>	
Homeless Strategy 1 (HMS-1)	Work to reduce and end homelessness
Homeless Objective 1 (HMO-1)	Assist persons at risk of becoming homeless by providing support for homeless prevention programs
Homeless Objective 2 (HMO-2)	Assist homeless persons in the transition to self-sufficiency by supporting transitional, permanent supportive, and permanent affordable housing and related services, giving priority to families
Homeless Objective 3 (HMO-3)	Support emergency shelters meeting the needs of homeless Marysville families or runaway youth
Homeless Strategy 2 (HMS-2)	Promote production of a local emergency shelter for families
<b>Non-homeless Special Needs</b>	
Special Needs Strategy 1 (SNS-1)	Support an environment that allows special needs populations to safely live with dignity and independence
Special Needs Objective 1 (SNO-1)	Provide support for housing and social services programs that enable special needs populations to safely live with dignity and independence

<b>Community Development</b>	
Community Development Strategy 1 (CDS-1)	Promote a suitable living environment, dignity, self-sufficiency, and economic advancement for low- and moderate-income persons
Public Facilities Objective 1 (PFO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in public facilities
Public Facilities Objective 2 (PFO-2)	Eliminate blighting influences and the deterioration of property and facilities in low- and moderate-income areas by providing funds for rehabilitation
Public Facilities Objective 3 (PFO-3)	Increase access to quality public and private facilities in low- and moderate-income areas by providing funds for rehabilitation
Infrastructure Objective 1 (INO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in infrastructure
Public Services Objective 1 (PSO-1)	Invest in public services concerned with employment, particularly of low- and moderate-income individuals
Public Services Objective 2 (PSO-2)	Support programs that provide homeless, special needs, and low-income populations with basic needs and access to essential services, such as transportation, health care, childcare, case management, and legal assistance
Economic Development Objective 1 (EDO-1)	Provide support for the establishment, stabilization, and expansion of small businesses (including micro-businesses) that benefit low- and moderate-income individuals

## **Additional Strategies**

### **Reducing Barriers to Affordable Housing**

The City of Marysville has adopted several strategies to encourage affordable housing and remove barriers to affordable housing development:

- Encourage the development and placement of accessory dwelling units in single-family homes
- Encourage a mix of housing types
- Encourage master planned senior communities
- Encourage small-lot and townhome development
- Provide density bonuses for affordable housing units
- Preserve manufactured housing communities
- Simplify and streamline the permitting process

### **Public Housing**

The City supports the Housing Authority of Snohomish County's conversion of all public housing units to affordable workforce housing and plans to invest in programs that support economic opportunities, training, and services that would enable low-income residents to increase their income and participate in homeownership.

### **Lead-based Paint**

To address the risk of exposure to lead, the City will require that all CDBG-funded renovation projects, involving housing or public facilities, comply with state and federal laws that regulate the identification and handling of lead-based paint. City staff will be available to provide technical assistance for projects, including assistance with understanding regulatory requirements and accessing resources for compliance.

### **Anti-poverty**

The City's anti-poverty strategy focuses on providing resources for programs that reduce the effects of living in poverty and promote self-sufficiency, such as:

- Education and job training programs
- Economic development activities and policies that increase the availability of living wage jobs
- Home improvement activities that assist low- and moderate-income homeowners with needed repairs for health, safety, weatherization, and housing preservation
- Social services that provide or lessen the cost of necessities, such as food, shelter, clothing, health care, and childcare
- Transportation projects that improve pedestrian safety and transit access, particularly for seniors and persons with disabilities
- Outreach activities that promote awareness of housing and social services available for low- and moderate-income residents, accommodating language diversity and persons with limited access to online media

### ***2015 Action Plan***

Each year of the Consolidated Plan, the City is required to develop an Annual Action Plan, which outlines the specific projects and funding allocations for the program year. Funded projects and activities are designed to support the strategies and objectives described in the Strategic Plan.

The 2015 Action Plan describes projects and activities for the July 1, 2015 through June 30, 2016 program year. It was developed in conjunction with the 2015-2019 Consolidated Plan.

For the 2015 program year, the City will receive \$346,629 in CDBG funding for eligible housing and community development projects and activities. The City expects to allocate funds in the following manner, as allowed by CDBG regulations:



- Capital projects (70.66%): \$244,929
- Public services (10.88%): \$37,700
- Planning and administration (18.46%): \$64,000

Capital projects will include activities related to housing, homelessness, rehabilitation, public facilities, and infrastructure. Public services will include services that meet the needs of homeless and special needs populations, specifically seniors, persons with disabilities, and victims of domestic violence. Planning and administration funds will support management, oversight, and coordination of the CDBG grant program, which includes activities such as development of the Consolidated Plan and Annual Action Plans; facilitating the citizen participation process; and selection, monitoring, evaluating, and reporting for CDBG projects and activities.

A summary of the strategies and objectives for the 2015 program year are listed below.

<b>Affordable Housing</b>	
Housing Strategy 1 (AHS-1)	Enable homeowners to remain in their homes, primarily benefiting seniors, persons with disabilities, and very low-income persons
Housing Objective 1 (AHO-1)	Provide assistance for improving the safety and accessibility of housing units that benefit seniors and persons with physical or developmental disabilities
Housing Objective 2 (AHO-2)	Assist very low-, low-, and moderate-income homeowners improve the safety of their homes, with priority given to very low-income households
<b>Homeless</b>	
Homeless Strategy 1 (HMS-1)	Work to reduce and end homelessness
Homeless Objective 2 (HMO-2)	Assist homeless persons in the transition to self-sufficiency by supporting transitional, permanent supportive, and permanent affordable housing and related services, giving priority to families
<b>Non-homeless Special Needs</b>	
Special Needs Strategy 1 (SNS-1)	Support an environment that allows special needs populations to safely live with dignity and independence
Special Needs Objective 1 (SNO-1)	Provide support for housing and social services programs that enable special needs populations to safely live with dignity and independence
<b>Community Development</b>	
Community Development Strategy 1 (CDS-1)	Promote a suitable living environment, dignity, self-sufficiency, and economic advancement for low- and moderate-income persons

Public Facilities Objective 1 (PFO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in public facilities
Public Facilities Objective 3 (PFO-3)	Increase access to quality public and private facilities in low- and moderate-income areas by providing funds for rehabilitation
Infrastructure Objective 1 (INO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in infrastructure
Public Services Objective 2 (PSO-2)	Support programs that provide homeless, special needs, and low-income populations with basic needs and access to essential services, such as transportation, health care, childcare, case management, and legal assistance

## ***Projects***

Below is a summary of the projects that the City proposes to undertake during the 2015 program year.

<b>Objective Category</b>	<b>Project</b>	<b>Outcome Category</b>	<b>One-year Goal</b>
<b>Affordable Housing</b>			
Home Rehabilitation Program	Decent Housing	Affordability	60 Housing Units
<b>Homeless</b>			
Homeless Housing and Supportive Services	Decent Housing	Availability/ Accessibility	70 Individuals
<b>Non-homeless Special Needs</b>			
Special Needs Housing and Supportive Services	Decent Housing	Availability/ Accessibility	35 Individuals
<b>Community Development - Infrastructure</b>			
Sidewalk Improvement Projects	Suitable Living Environment	Availability/ Accessibility	5,000 Individuals
<b>Community Development - Public Services</b>			
Legal Advocacy Services	Suitable Living Environment	Affordability	90 Individuals

## ***Activities***

Below are specific activities proposed to be funded with the PY2015 CDBG funds.

Organization	Activity	PY2015 Proposed Funding
<b>CAPITAL PROJECTS</b> (65% minimum)		
City of Marysville PW	SR528 Ped Improvement	\$80,000
Senior Services of Snohomish County	Minor Home Repair	\$65,000
City of Marysville	Revolving Loan Program	\$99,929
<b>TOTAL (70.66%)</b>		<b>\$244,929</b>

Organization	Activity	PY2015 Proposed Funding
<b>PUBLIC SERVICES</b> (15% maximum)		
Domestic Violence – Legal Advocacy	Legal Services	\$15,000
Catholic Community Services	Volunteer Chore Services	\$5,000
Housing Hope	"Beachwood Apartment" Supportive Services - Homelessness	\$17,700
<b>TOTAL (10.88%)</b>		<b>\$37,700</b>

Organization	Activity	PY2015 Proposed Funding
<b>ADMINISTRATION</b> (20% maximum)		
City of Marysville	Planning and Administration	\$64,000
<b>TOTAL (18.46%)</b>		<b>\$64,000</b>

In pursuing these proposed strategies, objectives, and projects for the 2015 program year, the City anticipates increasing the affordability of decent owned housing units for Marysville's low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs. The availability, accessibility, and affordability of a suitable living environment for low- and moderate-income residents should also increase due to infrastructure and public facilities improvements and support for a range of public services.



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

## CAC Recommendation - 2015 - 2019 CDBG Consolidated Plan

The City of Marysville held public meetings on November 12, 2014, November 18, 2014, November 19, 2014 and November 20, 2014, to obtain feedback for the 2015 - 2019 CDBG Consolidated Plan (ConPlan), which includes an assessment of Marysville's demographics, conditions, resources, and needs affecting housing and community development. The ConPlan also includes a *5-year strategic plan* and *annual action plan* for revitalizing neighborhoods, economic development, and providing improved community facilities and services. After review of the ConPlan and consideration of public comments received and testimony presented, the Citizen Advisory Committee for Housing and Community Development (CAC) does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

### FINDINGS:

1. The Community Development Department held public meetings on November 12, 2014, November 18, 2014, November 19, 2014 and November 20, 2014 to obtain input on Marysville's priority community development needs and goals for 2015 - 2019 in preparation of the ConPlan.
2. The 2015 - 2019 CDBG ConPlan was developed through the Citizen Participation Process (CPP) outlined in Appendix A of the 2012-2016 ConPlan. Citizen participation was accomplished through public meetings and hearings, distribution of surveys to housing and social services agencies, city officials and administrators, and diversity committee, communications with public and private agencies, advertising in the Marysville Globe, sending electronic notice and posting notice on the City's web page.
3. The DRAFT 2015 - 2019 CDBG ConPlan was published for 30-day public review in accordance with the CPP, by publishing a summary of the ConPlan in the Marysville Globe, sending a summary electronically to the mailing list of interested agencies and persons and making copies of the ConPlan available at the Marysville Public Library, City Clerk's office, Community Development Department and the City's web page. Three public comments were received during the 30-day public review. The comments received are summarized as follows: 1. Adjust language used in the plan to refer to "unaccompanied youth" to be more inclusive and consistent throughout the plan; 2. The plan to include a requirement that an agency seeking money for projects funded by HUD grants to have a no-smoking indoors policy in place; and 3, the need to include the very basics for the homeless in Marysville, including daily meals, bathroom facilities, showers, laundry, and plug-ins for electronic device charging. These comments will be incorporated in the Plan as appropriate.<sup>4</sup> The CAC held a meeting on April 21, 2015 to review the Draft ConPlan and public comments related to the 2015 - 2019 ConPlan received as of that date.

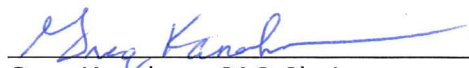
### CONCLUSIONS:

At the April 21<sup>st</sup>, 2015 meeting, the CAC recommended adoption of the *2015 - 2019 CDBG ConPlan*, and *2015 Annual Action Plan*.

### RECOMMENDATION:

Forwarded to the Marysville City Council as a Recommendation of **APPROVAL** of the *2015 - 2019 CDBG ConPlan* and *2015 Annual Action Plan* by the CAC this **21<sup>st</sup> day of April, 2015**.

By:

  
Greg Kanehen, CAC Chair

**CITY OF MARYSVILLE**  
**Marysville, Washington**

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

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
ADOPTING THE 2015 – 2019 COMMUNITY DEVELOPMENT BLOCK  
GRANT CONSOLIDATED PLAN PURSUANT TO 24 CODE OF FEDERAL  
REGULATIONS (CFR) PART 91.**

WHEREAS, the Community Development Block Grant (CDBG) is a federal program administered by the U.S. Department of Housing and Urban Development (HUD) pursuant to 24 CFR Part 570. The primary objective of this program is to help develop viable urban communities through the provision of decent housing, a suitable living environment, and economic opportunity, principally for low- and moderate-income persons; and

WHEREAS, the City of Marysville is an entitlement community eligible to administer the CDBG federal program; and

WHEREAS, The City is part of a Housing Consortium, which was on a different Consolidated Plan cycle. The City was required to contribute to the Consortia's plan, which triggered the need to complete a new Consolidated Plan rendering the City's first Consolidated Plan, which was effective from July 1, 2012 through June 30, 2017, obsolete; and

WHEREAS, in order to administer the CDBG federal program a Consolidated Plan, consisting of a five-year strategic plan and one-year action plan, shall be prepared and approved by HUD in accordance with 24 CFR part 91; and

WHEREAS, in preparation of the 2015 – 2019 Consolidated Plan the Community Development Department held joint public meetings with Snohomish County and City of Everett on November 12, 2014, November 18, 2014, November 19, 2014, and November 20, 2015 in order to obtain information regarding Marysville's most critical needs, subpopulations most affected, strategies for addressing these needs and barriers related to housing and community development; and

WHEREAS, a DRAFT 2015 – 2019 Consolidated Plan describing Marysville's needs, resources, priorities, strategies, objectives, and proposed activities to be undertaken with respect to HUD programs, including the CDBG programs, was prepared in collaboration with residents, community organizations, and other stakeholders in accordance with 24 CFR part 91; and

WHEREAS, in order to obtain comments from citizens, public and nonprofit agencies and other interested parties the DRAFT 2015 – 2019 Consolidated Plan was released for 30-day public review on March 21, 2015, in accordance with 24 CFR part 91; and

WHEREAS, in order to afford a reasonable opportunity to examine and submit comments on the DRAFT 2015 – 2019 Consolidated Plan, a summary of the contents was published in the Marysville Globe, sent electronically to the mailing list of interested agencies and persons maintained by the Community Development Department and copies were made available at the Marysville Public Library, City Clerk's Office, Community

Development Department and City of Marysville's web page. In addition the Plan was made available in a format accessible to persons with disabilities, upon request; and

WHEREAS, written comments received during the 30-day public review, or orally during the public hearing, were considered in preparation of the FINAL 2015 – 2019 Consolidated Plan; and

WHEREAS, the Citizen Advisory Committee met on April 21<sup>st</sup>, 2015 and made a recommendation to the City Council to approve the 2015-2019 Consolidated Plan; and

WHEREAS, a summary of the written and oral comments are included as an attachment to the FINAL 2015 – 2019 Consolidated Plan; and

WHEREAS, on May 11, 2015, the Marysville City Council reviewed the Citizen Advisory Committee's recommendation relating to the adoption of the FINAL 2015 – 2019 Consolidated Plan;

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

Section 1. The document entitled "2015 – 2019 Consolidated Plan," is hereby adopted pursuant to US Title 24 Part 91. A copy of said Plan shall be made available for inspection and review at the office of the City Clerk and the office of Community Development.

Section 2. The Director of Community Development is hereby directed to forward the 2015 – 2019 Consolidated Plan to Snohomish County to include as part of the Housing Consortia's Consolidate Plan, which will in turn submit to HUD for approval in accordance with 24 CFR part 91.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF MARYSVILLE

By: \_\_\_\_\_  
JON NEHRING, MAYOR

Attest:

By: \_\_\_\_\_  
SANDY LANGDON, CITY CLERK

Approved as to form:

By: \_\_\_\_\_  
JON WALKER, CITY ATTORNEY

Date of Publication: \_\_\_\_\_

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

# *Update Index #9*



## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: 5/11/2015**

<b>AGENDA ITEM:</b> Approval of Fireworks Stand Permit	
<b>PREPARED BY:</b> Carol Mulilgan, Program Specialist <b>DEPARTMENT:</b> Community Development	<b>DIRECTOR APPROVAL:</b>
<b>ATTACHMENTS:</b> 1. Copy of Retail Firestand Stand Permit Applications. 2. Copy of Washington State Fireworks Licenses. 3. Copy of the Certificates of Insurance Naming the City as Co-insured. 4. Copy of Site Plans. 5. MMC 9.20.	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>

**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><b>Applicant</b></u>	<u><b>Location</b></u>
Kiwanis Club of Marysville	1631 – 4 <sup>th</sup> Street (Vacant Pad Next to Espresso Stand)
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	6610 - 64 <sup>th</sup> Street NE (Allen Creek Shopping Center)
Kiwanis Club of Marysville	1218 State Avenue (Safeway Plaza)
Kiwanis Club of Marysville	8713 – 64 <sup>th</sup> Street NE (Walmart)
Mountain View Assembly of God	9925 State Avenue (Fred Meyer)

Three additional permit applications were received as follows from Park Ridge Community Church / Shock N Awe Fireworks, Western Fireworks, Inc., and Costco Wholesale Corporation as follows, respectively:

Marysville Church of the Nazarene	8210 – 64 <sup>th</sup> Street NE (Nazarene Church)
Msvl Bethlehem Lutheran Church	301 Marysville Mall Way (Albertsons South).
Costco Wholesale Corporation	16616 Twin Lake Avenue (Costco)

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 each submitted by Park Ridge Community Church / Shock N Awe Fireworks, Western Fireworks, and Costco Wholesale Corporation respectively.

**COUNCIL ACTION:**



**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**

WWT2461

<b>TO</b>	Governing body of city, town, or county in which fireworks stand will be located.	<b>DATE OF APPLICATION</b>	DECEMBER 26, 2014
<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> WALT MCKINNEY		<b>Address, City, State</b> 2120 MILWAUKEE WAY, TACOMA, WA 98421	
<b>Location of proposed fireworks stand [Enclose drawing of stand location]</b> 1631 4TH STREET, MARYSVILLE, WA 98270      VACANT NEXT TO 4TH ST ESPRESSO			
<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: 2015  
(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 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: \_\_\_\_\_

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

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

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

Sponsor KIWANIS CLUB OF MARYSVILLELocation VACANT NEXT TO 4TH ST ESPRESSO, 1631 4TH ST, MARYSVILLE, WA 98270/s/ \_\_\_\_\_  
Signature of Official Granting Permit/s/ Walt McKinney  
Signature of Applicant

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

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

Licensee Name KIWANIS CLUB OF MARYSVILLE License Number \_\_\_\_\_



Washington State Patrol Fire Protection Bureau  
Office of the State Fire Marshal  
**CONSUMER FIREWORKS RETAIL SALES STAND LICENSE** **15-0029**

Stand Number: SN-09111

Licensee Data

American Promotional Events, Inc.  
2120 Milwaukee Way  
Tacoma, WA 98421  
License Number: WSPFL-02766  
Phone Number: (253) 922-0800

Operational Data

Wholesaler: TNT Fireworks  
County of Operation: Snohomish  
Operates For: Kiwanis Club of Marysville  
Stand Operated By: Walt McKinney

Date of Issue: January 12, 2015

Date of Expiration: January 31, 2016

**Consumer Fireworks Retail Sales Stand Licenses issued after May are ONLY valid for New Years Sales**

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.

**THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION**



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2015

DATE (MM/DD/YYYY)

10/31/2014

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 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT</b> NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Everest Indemnity Insurance Company <b>NAIC #</b> 10851 <b>INSURER B:</b> _____ <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____
<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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER: _____	Y	N	SI8GL00242-141	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	<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			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			NOT APPLICABLE			
	<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			

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

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

<b>12123477</b> 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 
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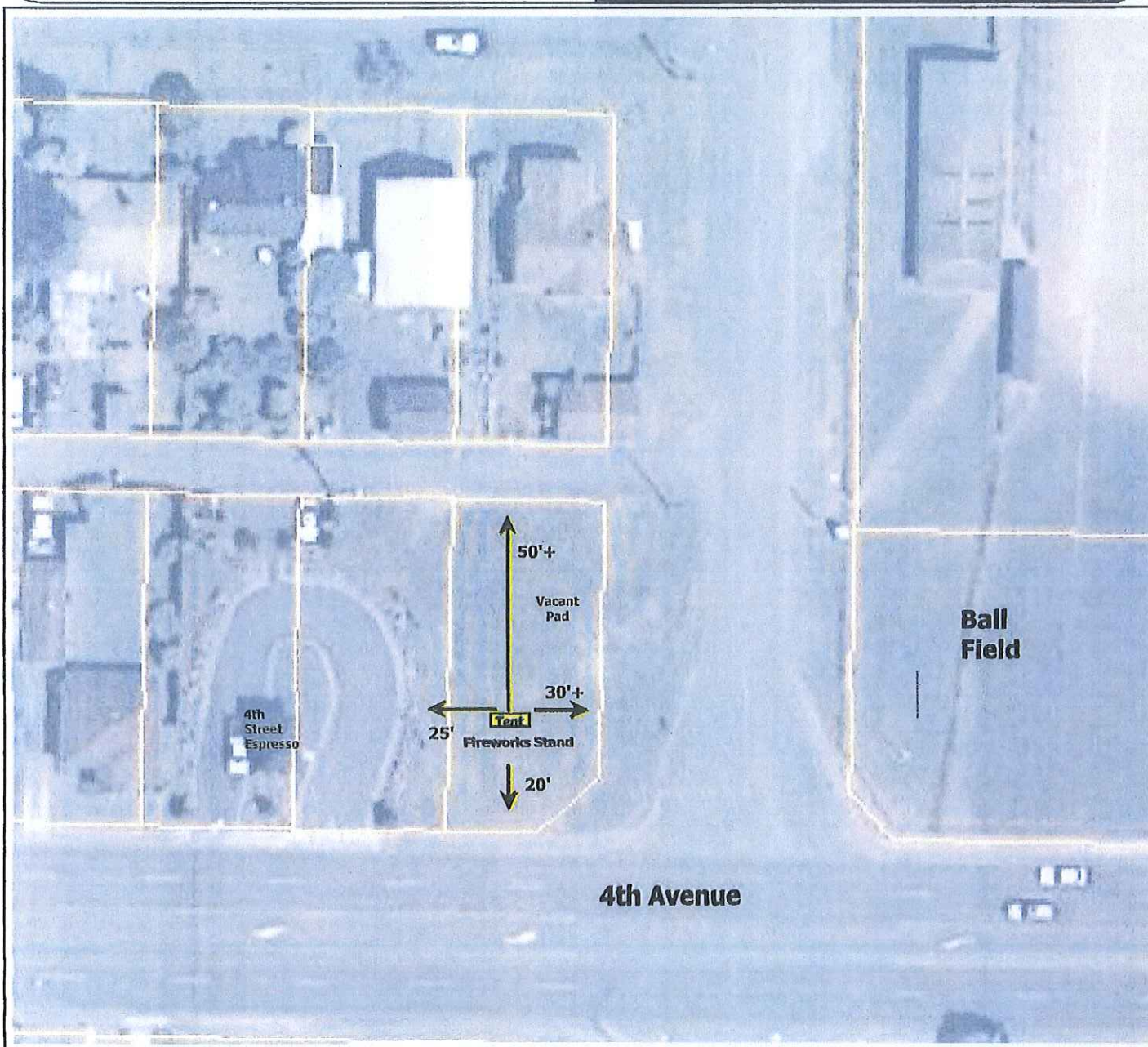
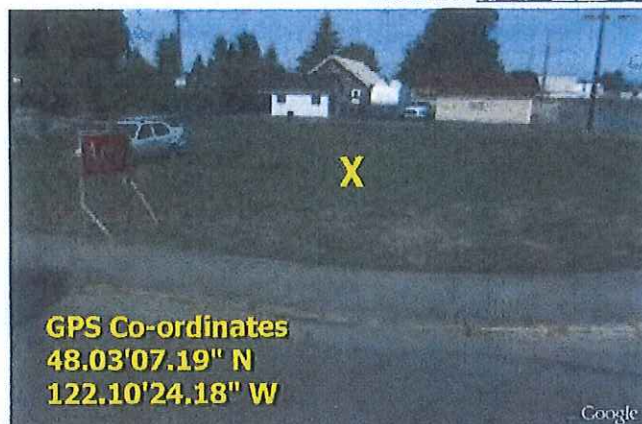
© 1988-2014 ACORD CORPORATION. All rights reserved.



# 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**



# Certificate of Flame Resistance



REGISTERED

Fabric No.

F-306.01

ISSUED BY

Meridian Manufacturing  
5050 Poplar Ave., Ste. 1432  
Memphis, TN 38157

Date 12-20-95  
manufactured

This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).

FOR Key Manufacturing & Rental ADDRESS 5030 Rockdale St. NE  
CITY Brooks STATE OR

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



- (a) The articles described on the reverse side of 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.

Name of chemical used.....Chem. Reg. No.....

Method of application.....



- (b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric ..... Group I ..... No. M11605

The Flame Retardant Process Used will not Be Removed By Washing  
(will or will not)

JIMMIE ROBERTSON

Name of Applicator or Production Superintendent

By

Joe Orbach / Sales  
Title

CONTROL NO. 14924

CUSTOMER ORDER NO. 4227

CUSTOMER INVOICE NO. 80222

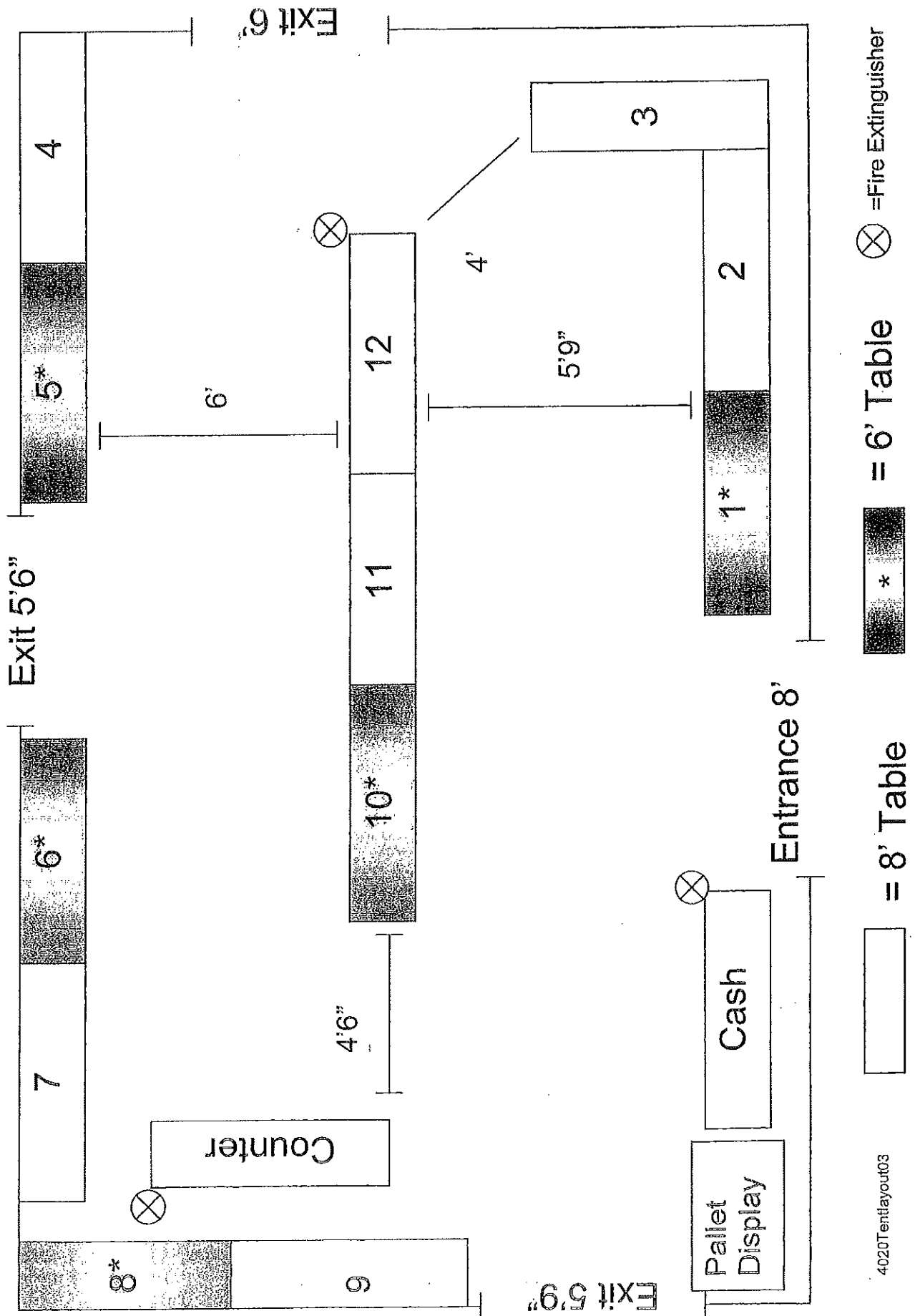
YARDS OR QUANTITY 760 yards

COLOR red

STYLE Apex II Chrome

DATE PROCESSED 1-11-96

# TNT 40 X 20 Tent Layout







**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**

WWH2455

<b>TO</b>	Governing body of city, town, or county in which fireworks stand will be located.	<b>DATE OF APPLICATION</b>	DECEMBER 23, 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> TOM MEEHAN		<b>Address, City, State</b> 2120 MILWAUKEE WAY, TACOMA, WA 98421	
<b>Location of proposed fireworks stand [Enclose drawing of stand location]</b> 1052 STATE STREET, MARYSVILLE, WA 98270      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: 2015  
(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 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: \_\_\_\_\_

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

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

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

Sponsor MARYSVILLE KIWANISLocation GOLD'S GYM, 1052 STATE STREET, MARYSVILLE, WA 98270/s/ \_\_\_\_\_  
Signature of Official Granting Permit/s/ *Tom Meehan* FOR TOM MEEHAN  
Signature of Applicant

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

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

Licensee Name MARYSVILLE KIWANIS License Number \_\_\_\_\_



Washington State Patrol Fire Protection Bureau  
Office of the State Fire Marshal

CONSUMER FIREWORKS RETAIL SALES STAND LICENSE 15-0025

Stand Number: SN-09107

Licensee Data

American Promotional Events, Inc.  
2120 Milwaukee Way  
Tacoma, WA 98421  
License Number: WSPFL-02766  
Phone Number: (253) 922-0800

Operational Data

Wholesaler: TNT Fireworks  
County of Operation: Snohomish  
Operates For: Marysville Kiwanis  
Stand Operated By: Tom Meehan

Date of Issue: January 12, 2015

Date of Expiration: January 31, 2016

Consumer Fireworks Retail Sales Stand Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.

THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2015

DATE (MM/DD/YYYY)

12/26/2014

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 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> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Everest Indemnity Insurance Company <b>NAIC #</b> 10851 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<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:** 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:	Y	N	SI8GL00242-141	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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.

**CERTIFICATE HOLDER**

**12122776**  
 City of Marysville  
 Marysville Kiwanis  
 Kiwanis Club of Marysville  
 1049 State Ave #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

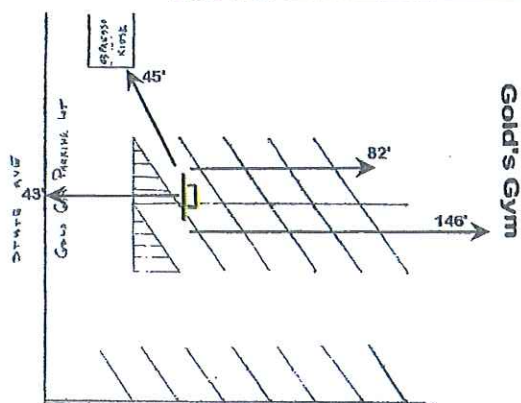
© 1988-2014 ACORD CORPORATION. All rights reserved.



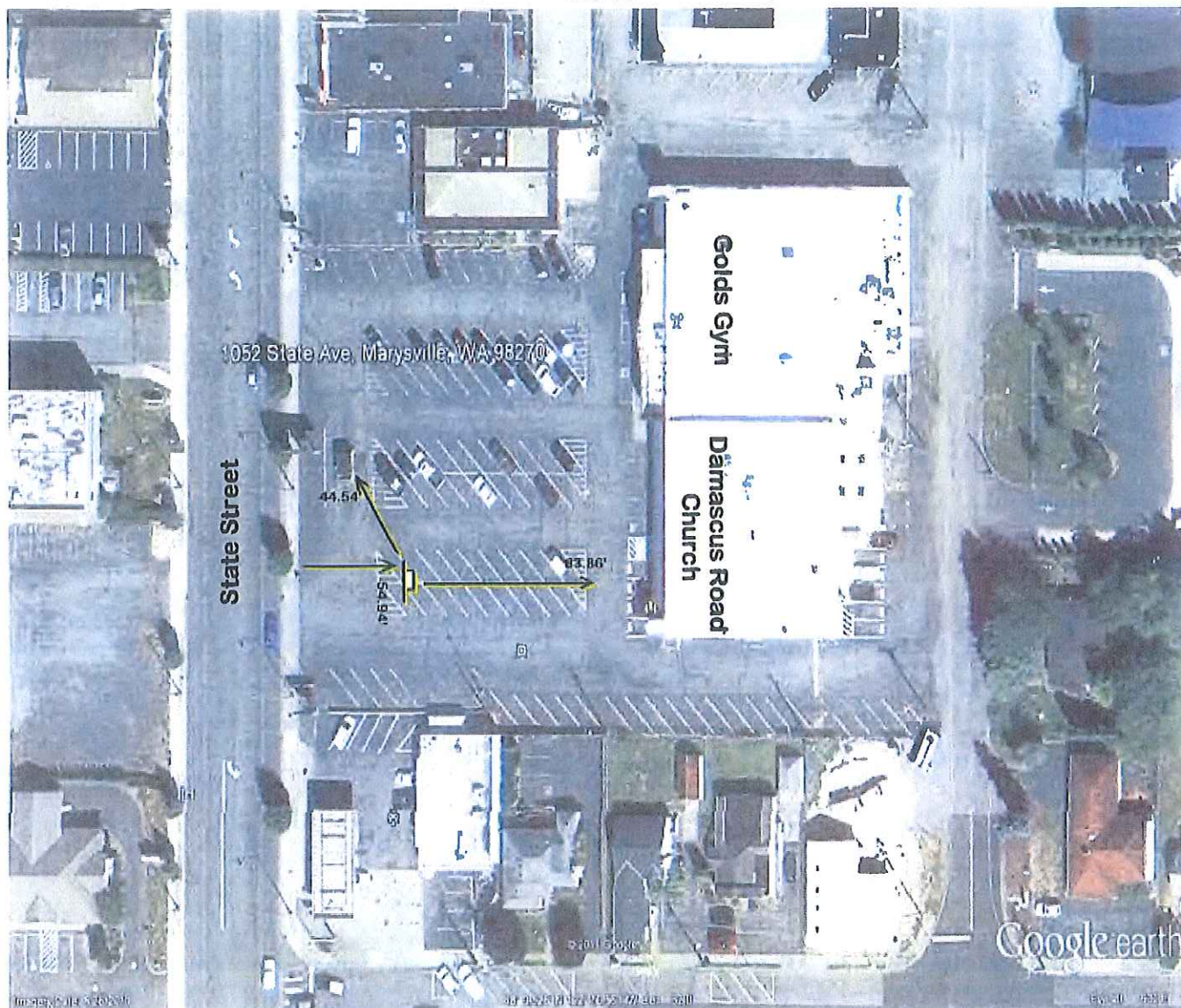
# SITE DIAGRAM

Date Drawn: October 31, 2011  
 Ordinance of: City of Marysville  
 Address: 1052 State Street  
 Store/Center: Gold's Gym  
 City & State: Marysville, Washington  
 Stand Faces Direction of: Facing State St  
 Stand Size: 24'  
 Parcel No: \_\_\_\_\_

Loc No: WWH-2455



North





**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**

WWH2457

<b>TO</b>	<b>Governing body of city, town, or county in which fireworks stand will be located.</b>	<b>DATE OF APPLICATION</b>	DECEMBER 26, 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> WALT MCKINNEY		<b>Address, City, State</b> 2120 MILWAUKEE WAY, TACOMA, WA 98421	
<b>Location of proposed fireworks stand [Enclose drawing of stand location]</b> 3711 88TH STREET NE, MARYSVILLE, WA 98270 HAGGENS FOODS			
<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: 2015  
(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 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: \_\_\_\_\_

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

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

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

Sponsor MARYSVILLE KIWANISLocation HAGGENS FOODS, 3711 88TH STREET NE, MARYSVILLE, WA 98270/s/ \_\_\_\_\_  
Signature of Official Granting Permit/s/ Walt McKinney FOR WALT MCKINNEY  
Signature of Applicant

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

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

Licensee Name MARYSVILLE KIWANIS License Number \_\_\_\_\_





Washington State Patrol Fire Protection Bureau  
Office of the State Fire Marshal

CONSUMER FIREWORKS RETAIL SALES STAND LICENSE 15-0026

Stand Number: SN-09108

Licensee Data

American Promotional Events, Inc.  
2120 Milwaukee Way  
Tacoma, WA 98421  
License Number: WSPFL-02766  
Phone Number: (253) 922-0800

Operational Data

Wholesaler: TNT Fireworks  
County of Operation: Snohomish  
Operates For: Marysville Kiwanis  
Stand Operated By: Walt McKinney

Date of Issue: January 12, 2015

Date of Expiration: January 31, 2016

Consumer Fireworks Retail Sales Stand Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.

THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION

WNH2457



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2015

DATE (MM/DD/YYYY)

10/31/2014

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 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>FAX</b> (A/C, No): <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">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:															

**COVERAGES****CERTIFICATE NUMBER:** 12123485**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> 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 OTHER:	Y	N	SI8GL00242-141	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS 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> <b>EXCESS LIAB</b> OCCUR 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			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

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**

**12123485**  
 City of Marysville  
 Marysville Kiwanis  
 Haggens  
 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

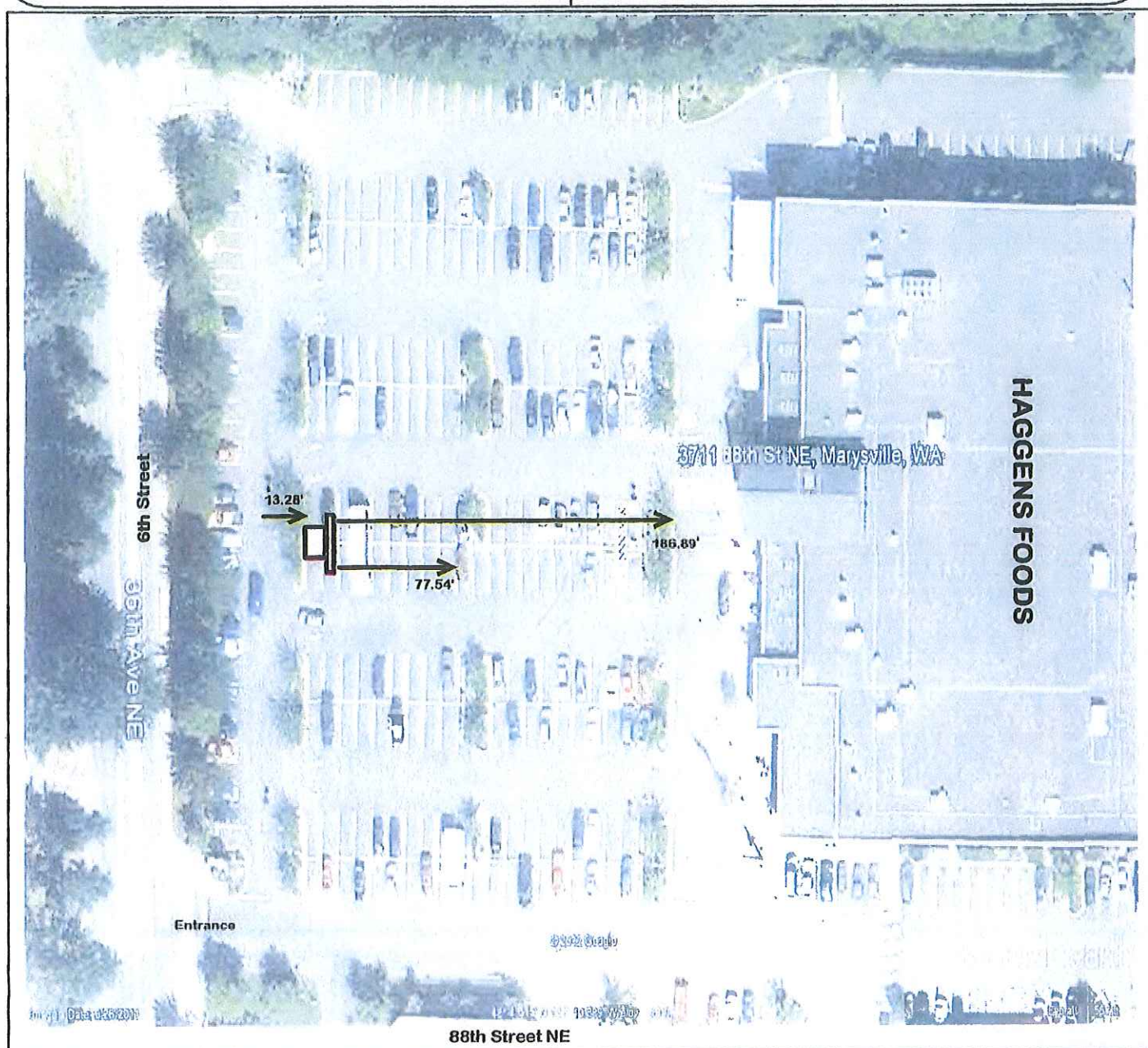
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# SITE DIAGRAM

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







**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**

WWT2452

<b>TO</b>	Governing body of city, town, or county in which fireworks stand will be located.	<b>DATE OF APPLICATION</b>	DECEMBER 26, 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> WALT MCKINNEY		<b>Address, City, State</b> 2120 MILWAUKEE WAY, TACOMA, WA 98421	
<b>Location of proposed fireworks stand [Enclose drawing of stand location]</b> 6610 64TH ST NE, MARYSVILLE, WA 98270      ALLEN CREEK SHOPPING CENTER			
<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: 2015  
(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 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: \_\_\_\_\_

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

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

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

Sponsor MARYSVILLE KIWANISLocation ALLEN CREEK SHOPPING CENTER, 6610 64TH ST NE, MARYSVILLE, WA 98270/s/ \_\_\_\_\_  
Signature of Official Granting Permit/s/ Walt McKinney FOR WALT MCKINNEY  
Signature of Applicant

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

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

Licensee Name MARYSVILLE KIWANIS License Number \_\_\_\_\_



Washington State Patrol Fire Protection Bureau  
Office of the State Fire Marshal

**CONSUMER FIREWORKS RETAIL SALES STAND LICENSE**

**15-0028**

Stand Number: SN-09110

**Licensee Data**

American Promotional Events, Inc.  
2120 Milwaukee Way  
Tacoma, WA 98421  
License Number: WSPFL-02766  
Phone Number: (253) 922-0800

**Operational Data**

Wholesaler: TNT Fireworks  
County of Operation: Snohomish  
Operates For: Marysville Kiwanis  
Stand Operated By: Walt McKinney

Date of Issue: January 12, 2015

Date of Expiration: January 31, 2016

**Consumer Fireworks Retail Sales Stand Licenses issued after May are ONLY valid for New Years Sales**

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.  
**THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION**

WSP 2452



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2015

DATE (MM/DD/YYYY)

12/26/2014

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).

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

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:	Y	N	SI8GL00242-141	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <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
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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 Allen Creek S/C located at 6610 64th St NE in Marysville, WA (Loc # WWT2452). Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

12123095  
CITY OF MARYSVILLE  
MARYSVILLE KIWANIS  
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

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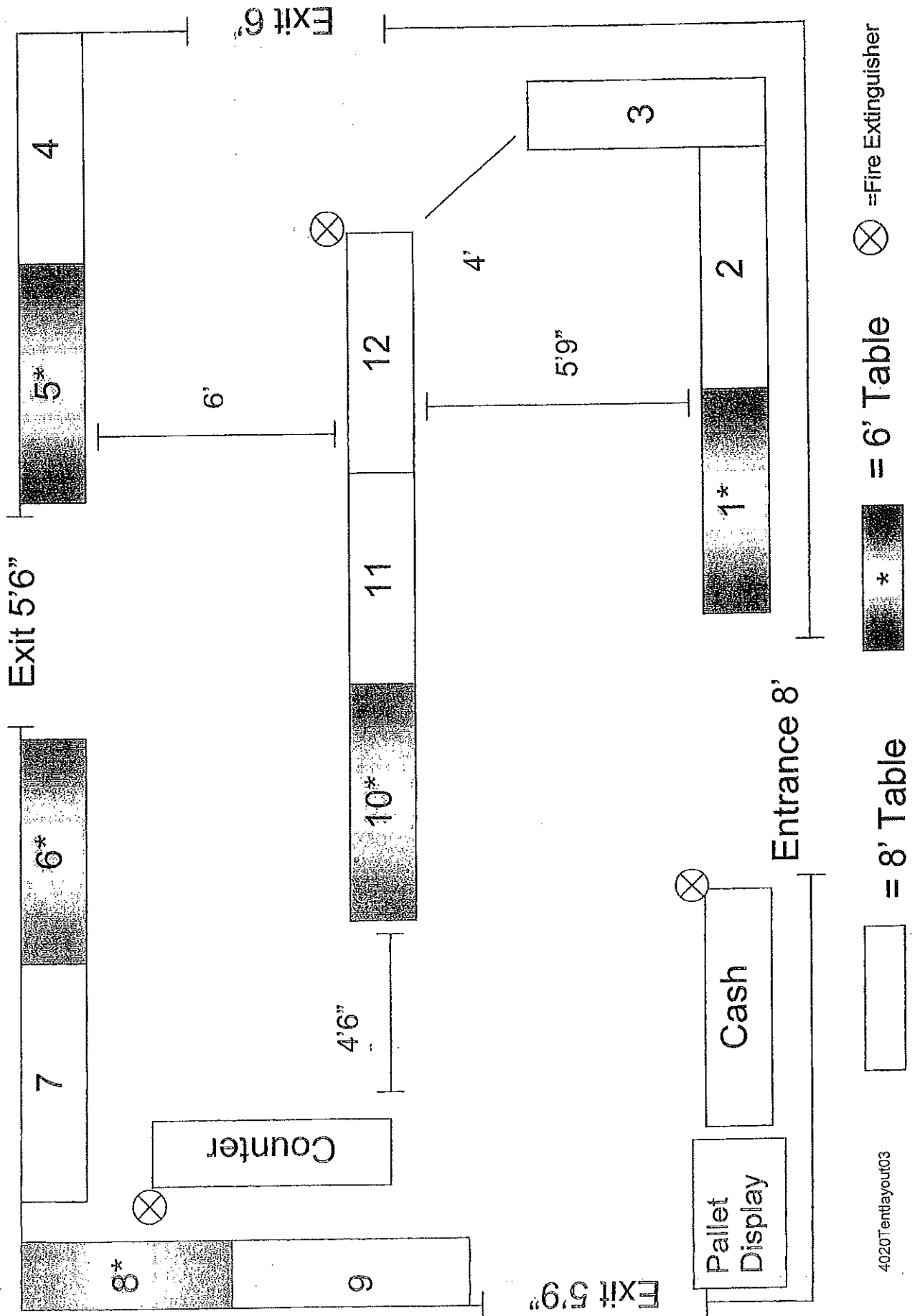
# SITE DIAGRAM

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



# TNT 40 X 20 Tent Layout





# Certificate of Flame Resistance



REGISTERED

Fabric No.

F-306.01

ISSUED BY

Meridian Manufacturing  
5050 Poplar Ave., Ste. 1432  
Memphis, TN 38157

Date 12-20-95  
manufactured

This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).

FOR Key Manufacturing & Rental ADDRESS 5030 Rockdale St. NE  
CITY Brooks STATE OR \_\_\_\_\_

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



- (a) The articles described on the reverse side of 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.

Name of chemical used \_\_\_\_\_ Chem. Reg. No. \_\_\_\_\_

Method of application \_\_\_\_\_



- (b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric \_\_\_\_\_ Group I \_\_\_\_\_ No. M11605

The Flame Retardant Process Used will not Be Removed By Washing  
(will or will not)

JINNIE ROBERTSON

Name of Applicator or Production Superintendent

By

Joe Orbach / SDR  
Title

CONTROL NO. 14924

CUSTOMER ORDER NO. 4227

CUSTOMER INVOICE NO. 80222

YARDS OR QUANTITY 760 yards

COLOR red

STYLE Apex II Chrome

DATE PROCESSED 1-11-96



**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**

WWH2451

<b>TO</b>	<b>Governing body of city, town, or county in which fireworks stand will be located.</b>	<b>DATE OF APPLICATION</b>	DECEMBER 26, 2014
<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> WALT MCKINNEY		<b>Address, City, State</b> 2120 MILWAUKEE WAY, TACOMA, WA 98421	
<b>Location of proposed fireworks stand [Enclose drawing of stand location]</b> 1218 STATE AVE, MARYSVILLE, WA 98270      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: 2015  
(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 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: \_\_\_\_\_

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

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

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

Sponsor KIWANIS CLUB OF MARYSVILLELocation SAFEWAY PLAZA, 1218 STATE AVE., MARYSVILLE, WA 98270/s/ \_\_\_\_\_  
Signature of Official Granting Permit/s/ *John D. Dike* FOR WALT MCKINNEY  
Signature of Applicant

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

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

Licensee Name KIWANIS CLUB OF MARYSVILLE License Number \_\_\_\_\_



Washington State Patrol Fire Protection Bureau  
Office of the State Fire Marshal  
**CONSUMER FIREWORKS RETAIL SALES STAND LICENSE**

**15-0024**

Stand Number: SN-09106

**Licensee Data**

American Promotional Events, Inc.  
2120 Milwaukee Way  
Tacoma, WA 98421  
License Number: WSPFL-02766  
Phone Number: (253) 922-0800

**Operational Data**

Wholesaler: TNT Fireworks  
County of Operation: Snohomish  
Operates For: Kiwanis Club of Marysville  
Stand Operated By: Tom Meehan

Date of Issue: January 12, 2015

Date of Expiration: January 31, 2016

**Consumer Fireworks Retail Sales Stand Licenses issued after May are ONLY valid for New Years Sales**

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.  
**THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION**





# CERTIFICATE OF LIABILITY INSURANCE

11/1/2015

DATE (MM/DD/YYYY)

10/31/2014

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).

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

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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	SI8GL00242-141	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
	AUTOMOBILE LIABILITY <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
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

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

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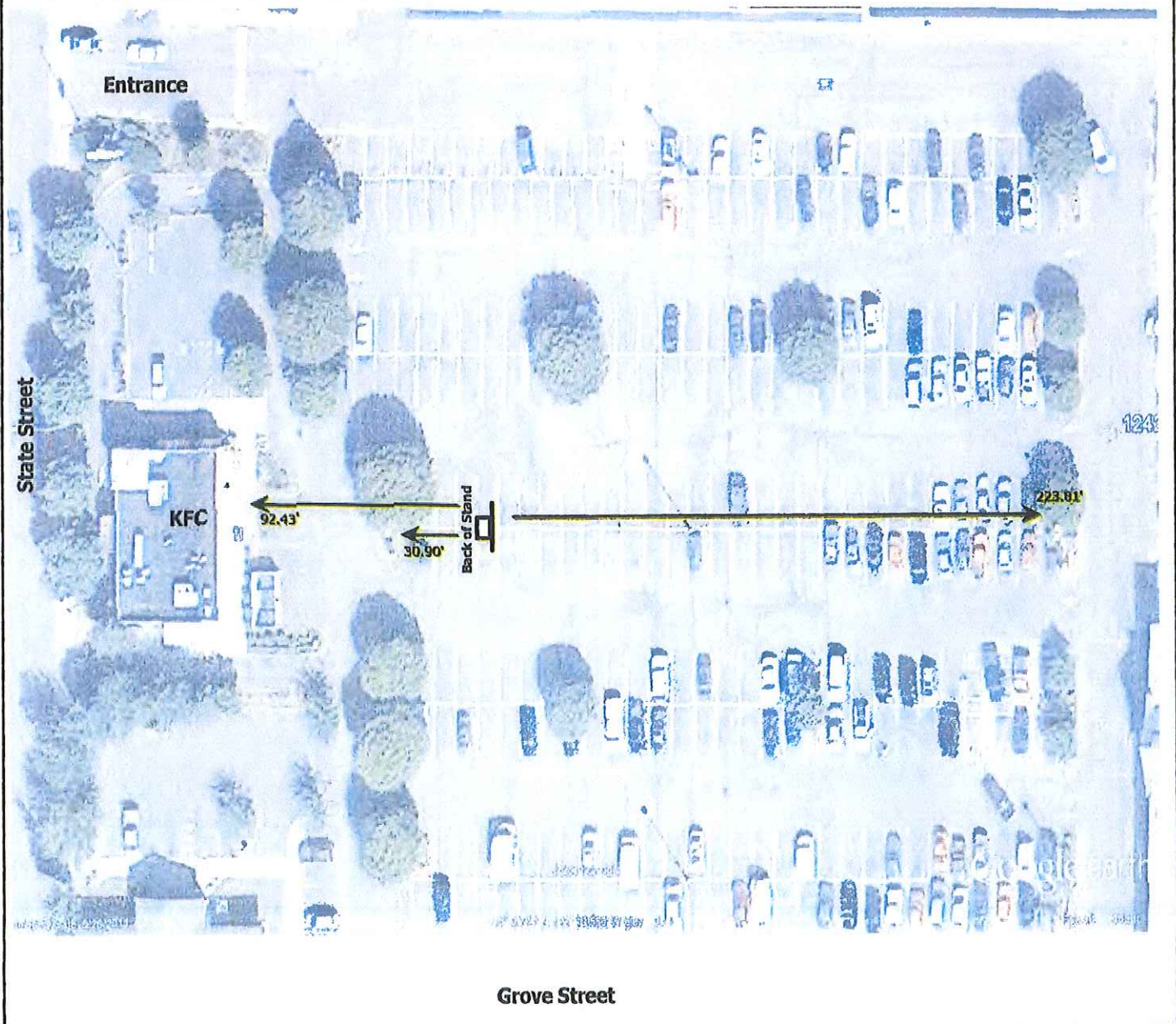
# SITE DIAGRAM

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





**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**

WWT2450

<b>TO</b>	Governing body of city, town, or county in which fireworks stand will be located.	<b>DATE OF APPLICATION</b>	DECEMBER 29, 2014
<b>Applicant Name</b> MOUNTAIN VIEW ASSEMBLY OF GOD		<b>Address, City, State</b> 2120 MILWAUKEE WAY, TACOMA, WA. 98421	
<b>Sponsor (If other than applicant)</b> BRANDON HART		<b>Address, City, State</b> 2120 MILWAUKEE WAY, TACOMA, WA 98421	
<b>Location of proposed fireworks stand [Enclose drawing of stand location]</b> 9925 STATE AVE, MARYSVILLE, WA 98270      FRED MEYER			
<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: 2015  
(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 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: \_\_\_\_\_

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

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

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

Sponsor MOUNTAIN VIEW ASSEMBLY OF GODLocation FRED MEYER, 9925 STATE AVE, MARYSVILLE, WA 98270/s/ \_\_\_\_\_  
Signature of Official Granting Permit/s/ Sahin D. D. D. FOR BRANDON HART  
Signature of Applicant

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

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

Licensee Name MOUNTAIN VIEW ASSEMBLY OF GOD License Number \_\_\_\_\_





Washington State Patrol Fire Protection Bureau  
Office of the State Fire Marshal

**CONSUMER FIREWORKS RETAIL SALES STAND LICENSE**

Stand Number: SN-09109

**Licensee Data**

American Promotional Events, Inc.  
2120 Milwaukee Way  
Tacoma, WA 98421  
License Number: WSPFL-02766  
Phone Number: (253) 922-0800

**Operational Data**

Wholesaler: TNT Fireworks  
County of Operation: Snohomish  
Operates For: Mountain View Assembly of God  
Stand Operated By: Pastor Brandon Hart

Date of Issue: January 12, 2015

Date of Expiration: January 31, 2016

**Consumer Fireworks Retail Sales Stand Licenses issued after May are ONLY valid for New Years Sales**

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.

THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION

WINT2450

15-0027



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2015

DATE (MM/DD/YYYY)

10/31/2014

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

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER:	Y	N	SI8GL00242-141	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/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"/> DED <input type="checkbox"/> 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			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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**

<b>12123088</b> 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.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	--

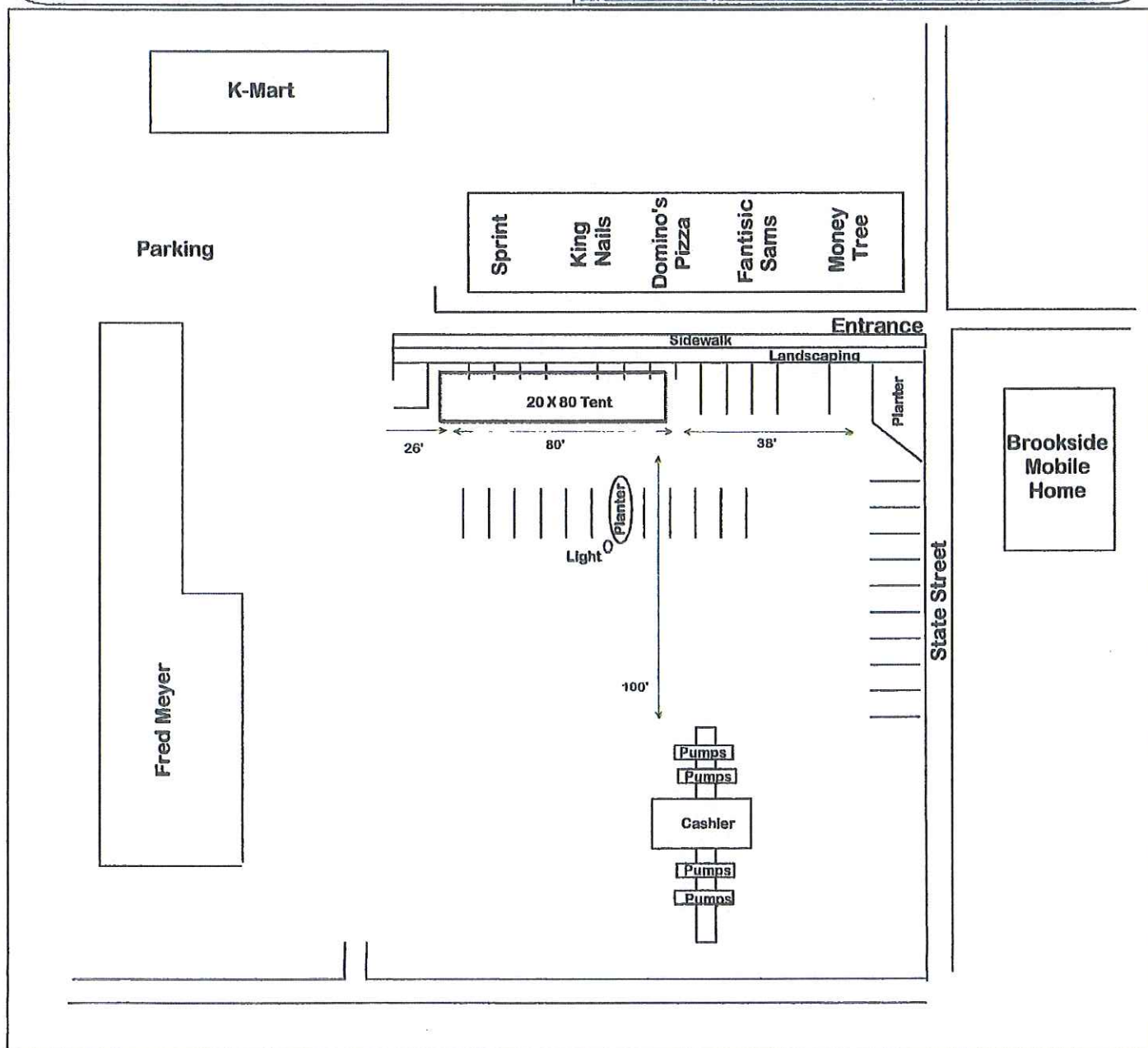
© 1988-2014 ACORD CORPORATION. All rights reserved.

# 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



# Certificate of Flame Resistance



REGISTERED  
Fabric No.

F-306.01

ISSUED BY

Meridian Manufacturing  
5050 Poplar Ave., Ste. 1432  
Memphis, TN 38157

Date 12-20-95  
manufactured

This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).

FOR Key Manufacturing & Rental ADDRESS 5030 Rockdale St. NE  
CITY Brooks STATE OR

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

- ☐ (a) The articles described on the reverse side of 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.

Name of chemical used..... Chem. Reg. No.....

Method of application.....

- ☒ (b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric..... Group I..... No. M11605

The Flame Retardant Process Used will not Be Removed By Washing  
(will or will not)

JINNIE ROBERTSON

Name of Applicator or Production Superintendent

By

Joe Orbach / Sals  
Title

CONTROL NO. 14924

CUSTOMER ORDER NO. 4227

CUSTOMER INVOICE NO. 80222

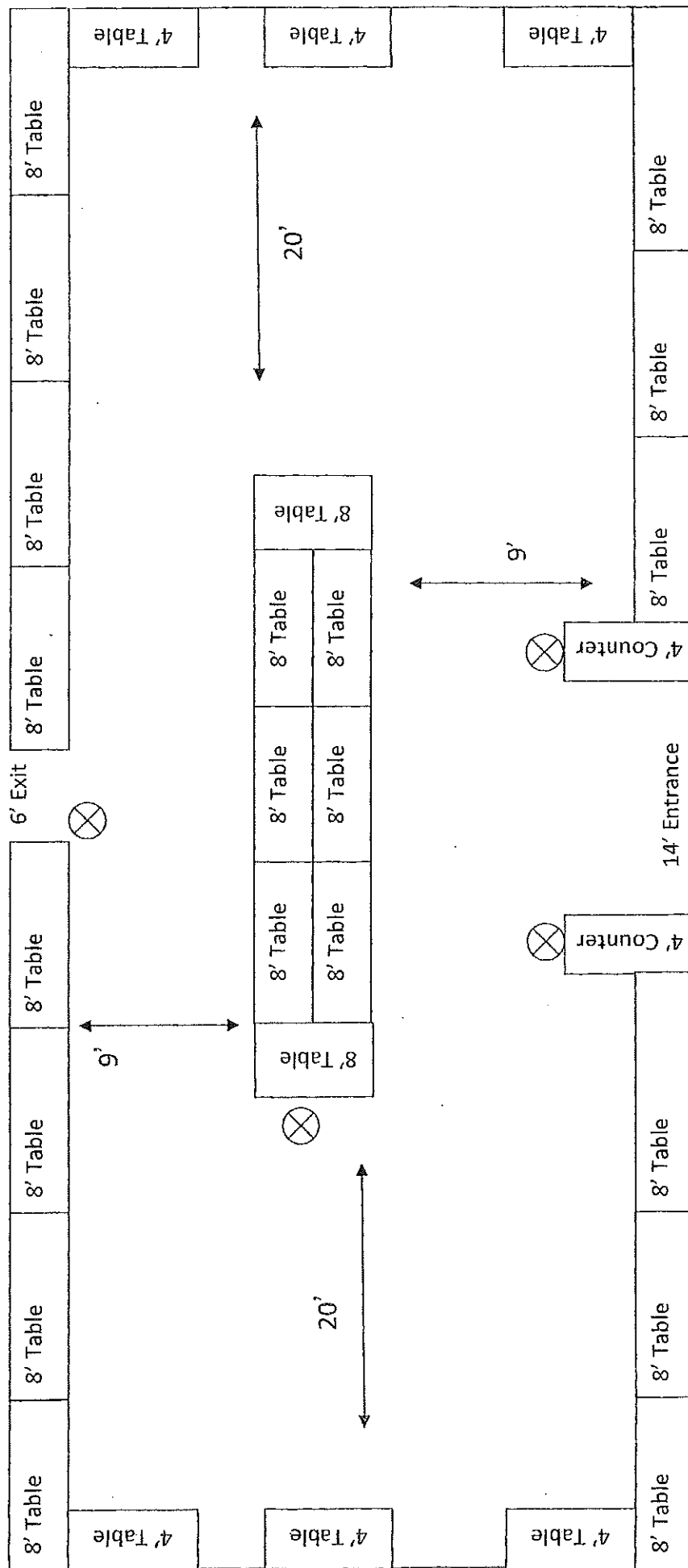
YARDS OR QUANTITY 760 yards

COLOR red

STYLE Apex II Chrome

DATE PROCESSED 1-11-96

# TNT 20 X 80 Tent Layout



⊗ = Fire Extinguisher





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



## APPLICATION FOR RETAIL FIREWORKS LICENSE

**Instructions:**

Please complete this application and mail to the address noted above with a \$40 check or money order (non-refundable) payable to the Washington State Patrol.

**DO NOT SEND CASH**

Date Received
For Official Use

This application must be received by the Washington State Patrol Fire Protection Bureau NO LATER THAN MAY 1 for annual sales commencing on both June 28 and on December 27 of the year of issue. Applications for sales commencing only on December 27 of the year of issue can be received no later than November 1. There are absolutely NO exceptions. This application must be signed, and only completed applications will be accepted. This license is NON-TRANSFERABLE.

Per RCW 70.77.320, "If application is made by a partnership, it shall be signed by each partner of the partnership, and if application is made by a corporation, it shall be signed by an officer of the corporation and bear the seal of the corporation."

Name of Applicant or Organization (Licensee)			Contact Phone Number
PARK RIDGE COMMUNITY CHURCH / SH-CA & FIREWORKS			425-770-8507
Mailing Address (Please note the license will be mailed to this address)			
3805 MALTBY RD			
City	State	Zip Code	County Location of Fireworks Stand
BOTHELL	WA	98012	SNOHOMISH
Contact Person (Name, Address, and Phone Number) if Different Than Licensee			
BRAD SEBRANKE			
Address of Temporary Storage Facility	3805 MALTBY RD BOTHELL WA 98012		

This application is hereby made for a Retail Fireworks License. This license authorizes the licensee to purchase consumer fireworks, legal in the state of Washington, for retail sale. In making this application, I agree to abide by all requirements of the State Fireworks Law (RCW 70.77) and the rules and regulations of the Washington State Fire Marshal's Office (WAC 212-17), and all local ordinances for fireworks in the county/city/jurisdiction I will operate my stand.

1/16/15  
Date of Signature

Signature of Applicant

**Received**

APR 17 2015

City of Marysville  
Community Development



Washington State Patrol Fire Protection Bureau  
Office of the State Fire Marshal

**CONSUMER FIREWORKS RETAIL SALES STAND LICENSE 15-0492**

Stand Number: SN-09578

**Licenses Data**

Park Ridge Community Church  
3805 Maltby Road

Bothell, WA 98012

License Number: WSPFL-00902

Phone Number: (425) 770-8507

**Operational Data**

Wholesaler: Pyroland Fireworks

County of Operation: Snohomish

Operated For: Licensee

Stand Operated By: Brad Sebranke

Date of Issue: March 12, 2015

Date of Expiration: January 31, 2016

**Consumer Fireworks Retail Sales Stand Licenses issued after May are ONLY valid for New Years Sales**

This license is NOT valid without a permit issued from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.  
**SURRENDER THIS PORTION OF THE LICENSE TO THE FIREWORKS WHOLESALER**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2015

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.

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<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 216-658-7100 FAX (A/C, No.): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
<b>INSURED</b> Ingram Enterprises, Inc. dba Fireworks Over America 3010 North Ingram Drive Springfield MO 65803		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Everest Indemnity Insurance Co. NAIC # 10851 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 1594276735

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 <input checked="" type="checkbox"/> \$2500 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			S18GL00655-141	12/1/2014	12/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

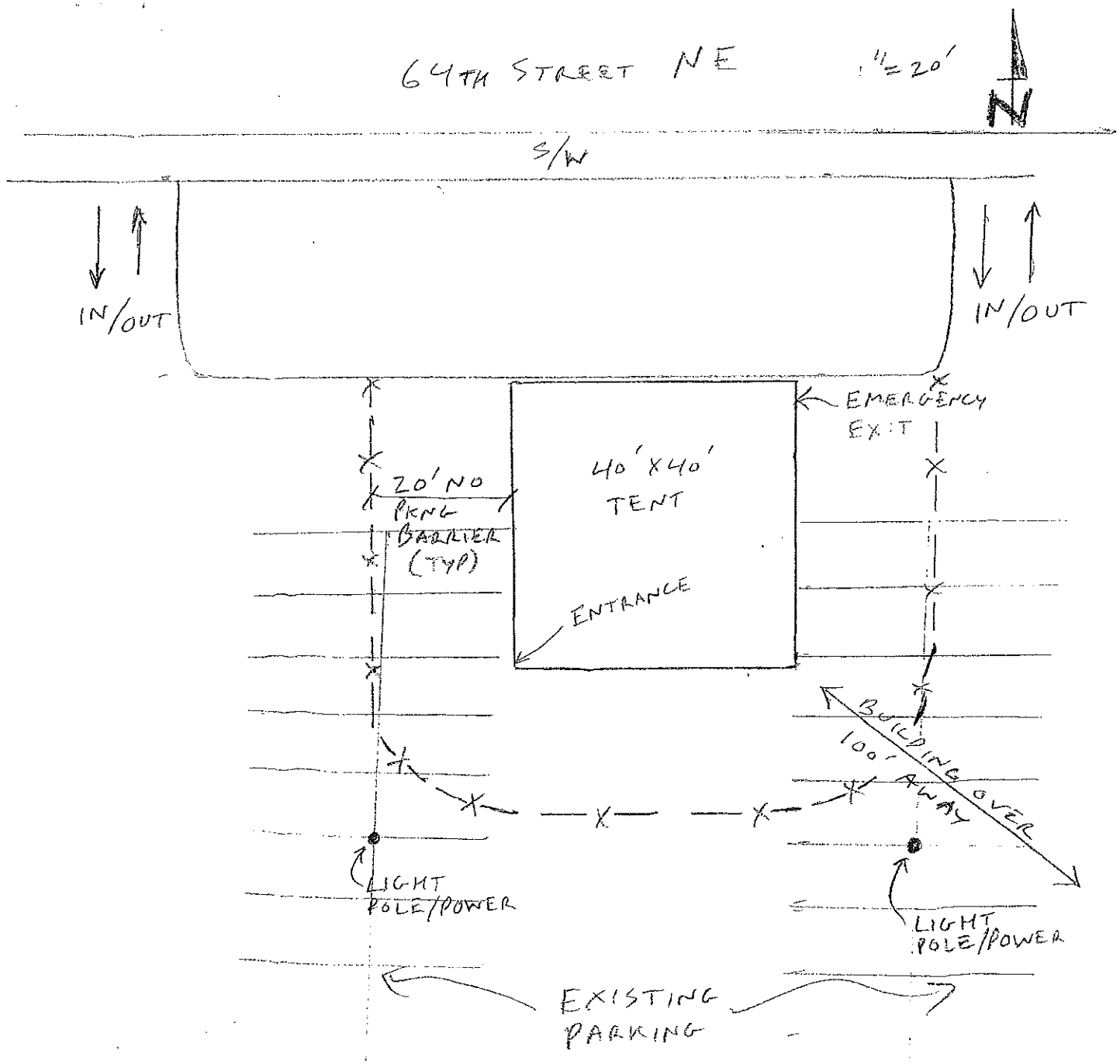
Property Owner: Marysville Church of the Nazarene  
 Location: 8240 64th Street NE Marysville, WA  
 Also: The City of Marysville, its Officers, Elected Officials; Agents & Employees  
 Operating Dates: June 15, 2015 thru July 15, 2015  
 The Certificate Holder as well as the above listed are Additional Insured respects to General Liability policy as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Park Ridge Community Church Brad Sebranke 3805 Maltby Road Bothell WA 98012	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 
--	---

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**Applicant:**

Park Ridge Community Church

3805 Maltby Road

Bothell, WA 98012

Contact: Brad Sebranke 425-770-8507

TAN: 30052600403600

**Address of Stand:**8240 64<sup>th</sup> Street NE

Marysville, WA 98270

**Structure Type:**

Temporary 40' x 40' Tent

The Tent will be located in the parking lot

**Setbacks:**

40' Minimum to building

20' Minimum to parking

20' Minimum to public road.

5' Minimum to private drive aisle



# Certificate of Flame Resistance

Registered No.

F-306.01

ISSUED BY

**Tacoma Tent & Awning**

Tacoma, Washington  
(206) 627-4128

Date July 1998

Manufactured

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

For Rowan Event Services Address 3637 Thorndyke Avenue  
City Seattle State Washington 98119

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

☐ (a) The articles described on the reverse side of 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.

Name of Chemical used \_\_\_\_\_ Chem. Reg. No. \_\_\_\_\_  
Method of Application \_\_\_\_\_

☒ (b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric \_\_\_\_\_ Meridian S-83 No. F-306.01

*The flame retardant process used will not be removed by washing.*

Thomas Randles

Name of Production Superintendent

BY

Title Vice President

*James Bieh*

(8) 10'x10' 1-piece canopy tops, blackout white Meridian S-83

Serial numbers: 76498  
76598  
76698



**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>	4/20/2015
<b>Applicant Name</b>		<b>Address, City, State</b>	
BLC YOUTH MINISTRIES		P.O. Box 426 AURORA OR 97002	
<b>Sponsor (If other than applicant)</b>		<b>Address, City, State</b>	
WESTERN FIREWORKS			
<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 SIDE WITH SECURITY			
<b>State-Licensed Fireworks Supplier</b>			
WESTERN FIREWORKS INC			

# FIREWORKS STAND PERMIT

For the Fireworks Sales Year of: 2015  
(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:

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

Sponsor BLC YOUTH MINISTRIES

Location 301 MARYSVILLE MALL, MARYSVILLE, WA

/s/ \_\_\_\_\_ /s/ Randy N. J. for  
Signature of Official Granting Permit Signature of Applicant BLC youth

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

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

Licensee Name \_\_\_\_\_ License Number \_\_\_\_\_





Washington State Patrol Fire Protection Bureau  
Office of the State Fire Marshal

CONSUMER FIREWORKS RETAIL SALES STAND LICENSE

15-0687

Stand Number: SN-09773

Licensee Data

Western Fireworks, Inc.

P.O. Box 426

Aurora, OR 97002

License Number: WSPFL-02781

Phone Number: (503) 678-2378

Operational Data

Wholesaler: Western Fireworks

County of Operation: Snohomish

Operates For: *GRANDSLAM FIREWORKS*

Stand Operated By: *GRANDSLAM FIREWORKS  
BLL YOUTH MINISTRIES*

Date of Issue: April 7, 2015

Date of Expiration: January 31, 2016

Consumer Fireworks Retail Sales Stand Licenses Issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.

THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2015

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> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Western Fireworks, Inc. P.O. Box 426 Aurora OR 97002	<b>INSURER A:</b> James River Insurance Co	
	<b>INSURER B:</b> Everest Indemnity Insurance Co.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> 10851

## COVERAGES

CERTIFICATE NUMBER: 801956864

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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"/> PROJECT <input checked="" type="checkbox"/> LOC		SI8ML00104-151	3/1/2015	3/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	<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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		00047211-4	3/1/2015	3/1/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	<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			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Location: Marysville Albertson: 301 Marysville Mall, Marysville, WA 98270.  
 Additional Insured: Ryan Brown & BLC Youth Ministries; New Albertson's Inc. & Store #565 its owners, officers, directors, agents, & employees; The City of Marysville; MGP IX Marysville;

## CERTIFICATE HOLDER

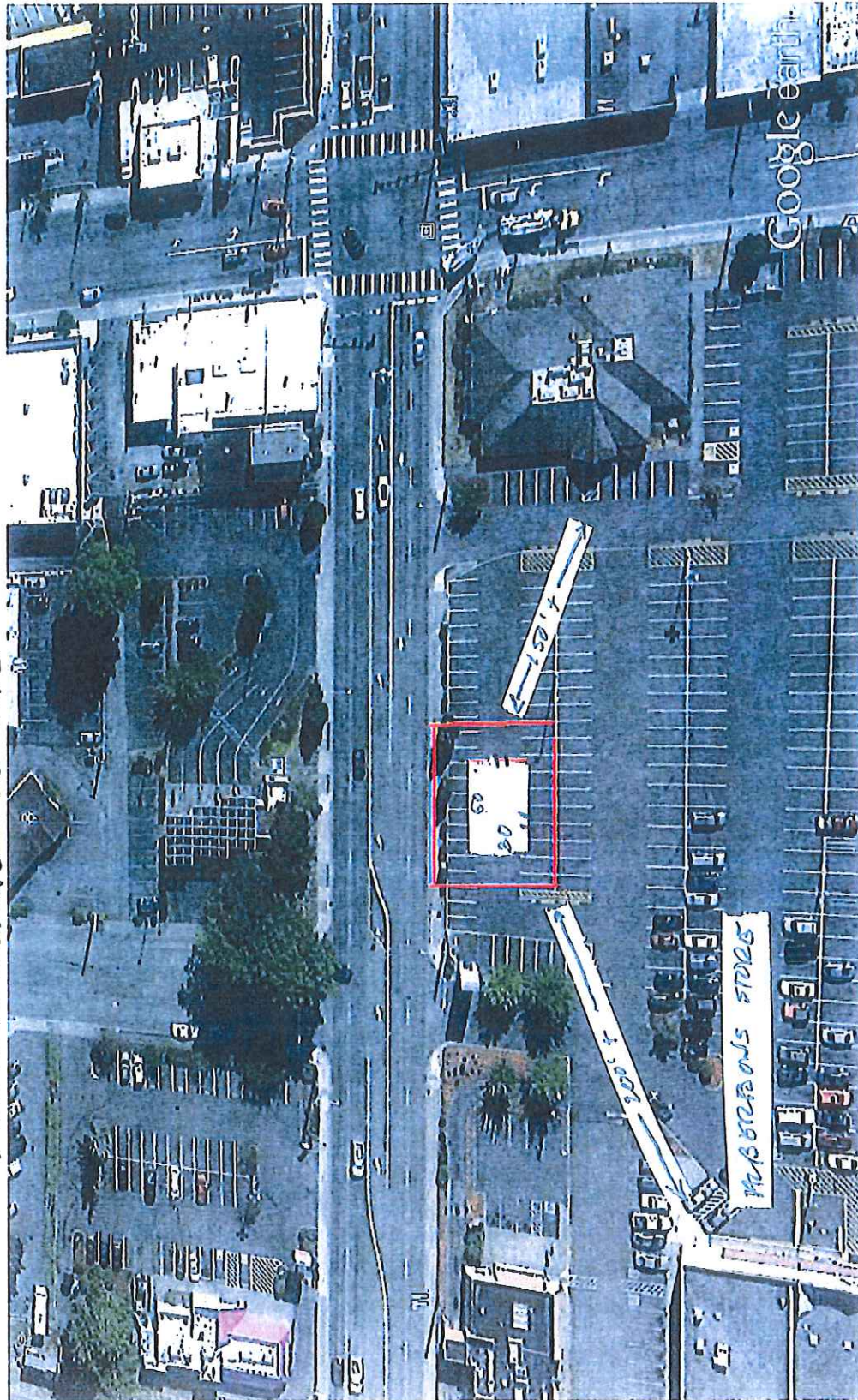
## CANCELLATION

City of Marysville 80 Columbia Avenue 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 
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301 MARYSVILLE MAIL. OBSERVATIONS  
 30x50 TENT W/ 20' BARRIER MARKED AROUND PERIMETER  
 PLANTS PLANTING MATERIAL  
 PREPARING CLUSTERS ON SITE



feet 300  
 meters 100

Google Earth

# Certificate of Flame Resistance



REGISTERED  
APPLICATION  
CONCERN No.  
F419.01

ISSUED BY

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

Date tested 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.

Name of chemical used

Chem. Reg. No.

☒ (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 NFPA701-96.

Trade name of flame-resistant fabric or material used

LAM-TEX

Reg. No. F419.01

The Flame Retardant Process Used Will Not Be Removed by Washing  
(will or will not)

Vince Rosato

Name of Applicant or Production Superintendent

By

Cathy M. Kaplan Diaz

Title Controller

CONTROL NO. 123219  
CUSTOMER ORDER NO. AA Party Rentals  
CUSTOMER INVOICE NO. 304030607  
YARDS OR QUANTITY 9050  
COLOR White B/O Polish  
STYLE 15-61  
DATE PROCESSED 04-27-2007

6 Each  
2 Each  
6 Each  
6 Each  
6 Each  
4 Each  
12 Each  
8 Each  
3 Each  
2 Each  
8 Each  
3 Each  
2 Each  
8 Each  
10 Each  
10 Each  
10 Each  
10 Each  
10 Each  
15 Each  
42 Each

CT2020W  
CT2025W  
CT2030W  
CT2040W  
CT2020W2  
CM205W  
CM2010W  
CM2020W  
CT3030W  
CM3010W  
CM3015W  
CT4040W2  
CM4010W  
CM4020W  
RG10W  
RG15W  
RG20W  
RG30W  
RG40W  
SW1015WW  
SW1020WW

Canopy Top 20x20 1-pc White B/O  
Canopy Top 20x25 1-pc White B/O  
Canopy Top 20x30 1-pc White B/O  
Canopy Top 20x40 1-pc White B/O  
Canopy Top 20x20 2-pc White B/O Lace  
Canopy Middle 20x5 White B/O Lace  
Canopy Middle 20x10 White B/O Lace  
Canopy Middle 20x20 White B/O Lace  
Canopy Top 30x30 1-pc White B/O  
Canopy Middle 30x10 White B/O Lace  
Canopy Middle 30x15 White B/O Lace  
Canopy Top 40x40 2-pc White B/O Lace  
Canopy Middle 40x10 White B/O Lace  
Canopy Middle 40x20 White B/O Lace  
Rain Gutter 10 Ft. White B/O  
Rain Gutter 15 Ft. White B/O  
Rain Gutter 20 Ft. White B/O  
Rain Gutter 30 Ft. White B/O  
Rain Gutter 40 Ft. White B/O  
Side Wall 10x15 White With Window  
Side Wall 10x20 White With Window





**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**

WWT2463

<b>TO</b>	Governing body of city, town, or county in which fireworks stand will be located.	<b>DATE OF APPLICATION</b>	APRIL 29, 2015
<b>Applicant Name</b> MARYSVILLE KIWANIS		<b>Address, City, State</b> 2120 MILWAUKEE WAY, TACOMA, WA. 98421	
<b>Sponsor (If other than applicant)</b> TOM MEEHAN		<b>Address, City, State</b> 2120 MILWAUKEE WAY, TACOMA, WA 98421	
<b>Location of proposed fireworks stand [Enclose drawing of stand location]</b> 8713 64TH STREET 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: 2015  
(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 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: \_\_\_\_\_

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

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

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

Sponsor TOM MEEHANLocation WALMART, 8713 64TH STREET NE, MARYSVILLE, WA/s/ \_\_\_\_\_  
Signature of Official Granting Permit/s/ Saba Dik FOR TOM MEEHAN  
Signature of Applicant

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

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

Licensee Name MARYSVILLE KIWANIS License Number 15-0030



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2015

DATE (MM/DD/YYYY)

4/29/2015

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 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> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Everest Indemnity Insurance Company <b>NAIC #</b> 10851 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	

WWT2463

**COVERAGES** **CERTIFICATE NUMBER:** 13461664 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	SI8GL00242-141	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
	AUTOMOBILE LIABILITY <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
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

Property located at Walmart 8713 64th Street NE, Marysville, WA (WWT2463). Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

**13461664**  
 City of Marysville  
 Marysville Kiwanis  
 1049 State Ave #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

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**Washington State Patrol Fire Protection Bureau**  
**Office of the State Fire Marshal**

**CONSUMER FIREWORKS RETAIL SALES STAND LICENSE**

**15-0030**

Stand Number: SN-09112

**Licensee Data**

American Promotional Events, Inc.  
 2120 Milwaukee Way  
 Tacoma, WA 98421  
 License Number: WSPFL-02766  
 Phone Number: (253) 922-0800

**Operational Data**

Wholesaler: TNT Fireworks  
 County of Operation: Snohomish  
 Operates For: Marysville Kiwanis  
 Stand Operated By: Tom Meehan

Date of Issue: January 12, 2015

Date of Expiration: January 31, 2016

**Consumer Fireworks Retail Sales Stand Licenses issued after May are ONLY valid for New Years Sales**

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.

THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION



# SITE DIAGRAM

Date Drawn: May 22, 2014

Loc No: WWT2463

Ordinance Of: City of Marysville

Address: 8713 - 64th Street NE

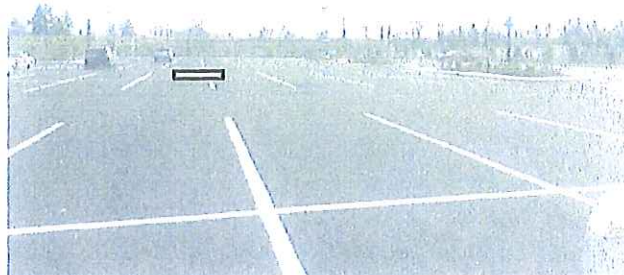
Store/Center/Lot: Wal-mart Superstore #3801

City & State: Marysville Washington 98270

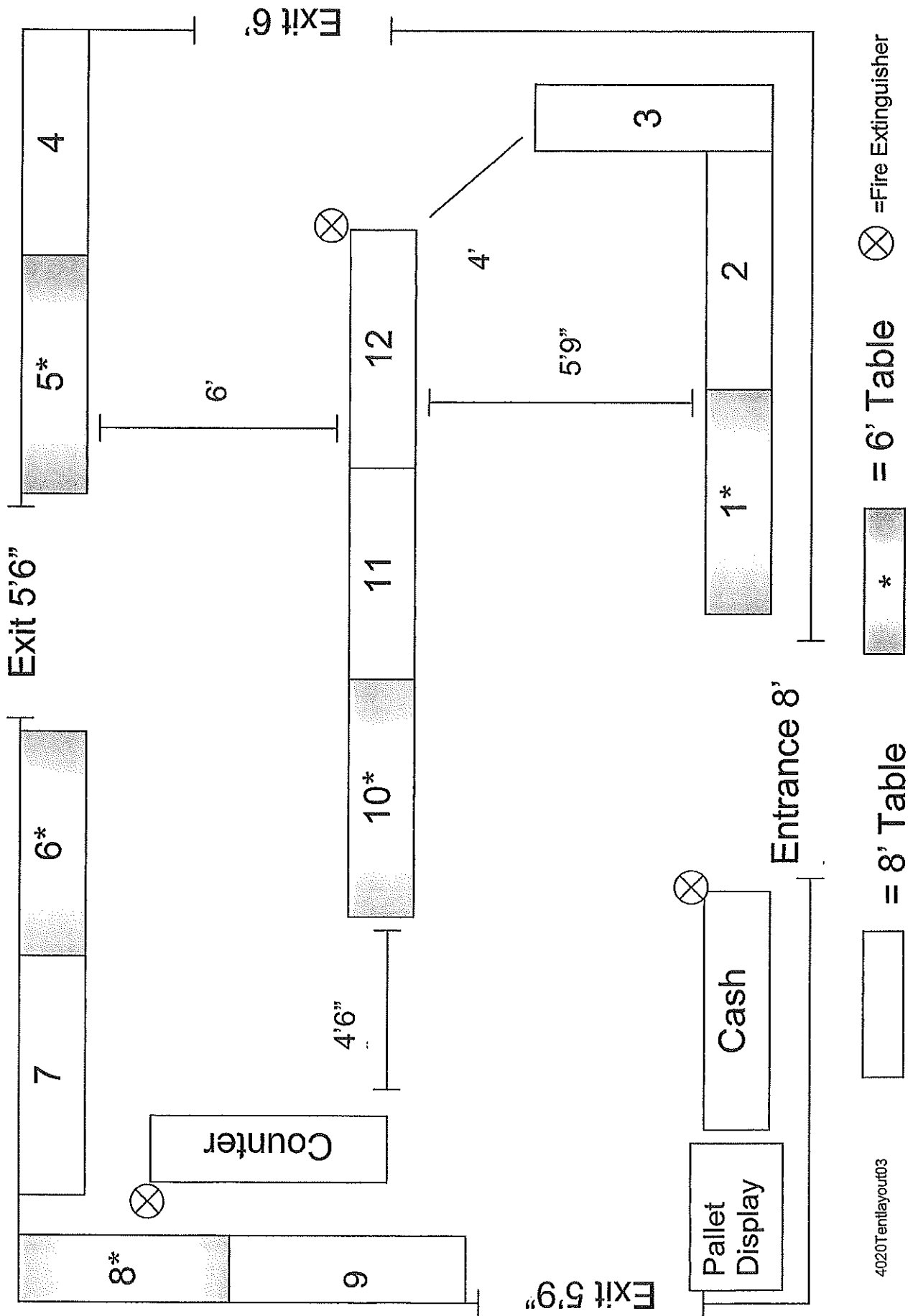
Parcel No 30052500300100

Tent Faces The Direction Of: West

Tent Size: 20 X 40



# TNT 40 X 20 Tent Layout



# Certificate of Flame Resistance



REGISTERED  
Fabric No.

F-308.01

ISSUED BY

Meridian Manufacturing  
5050 Poplar Ave., Ste. 1432  
Memphis, TN 38157

Date 12-20-95  
manufactured

This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).

FOR Key Manufacturing & Rental ADDRESS 5030 Rockdale St. NE  
CITY Brooks STATE OR \_\_\_\_\_

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

☐ (a) The articles described on the reverse side of 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.

Name of chemical used..... Chem. Reg. No.....  
Method of application.....

☒ (b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric..... Group I..... No. M11805.....

The Flame Retardant Process Used will not Be Removed By Washing  
(will or will not)

JINNIE ROBERTSON

Name of Applicator or Production Superintendent

By

Joe Orbach / SDR  
Title

CONTROL NO. 14924

CUSTOMER ORDER NO. 4227

CUSTOMER INVOICE NO. 80222

YARDS OR QUANTITY 760 yards

COLOR red

STYLE Apex II Chrome

DATE PROCESSED 1-11-96





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

157



APPLICATION  
FOR RETAIL FIREWORKS STAND PERMIT

TO	Governing body of city, town, or county in which fireworks stand will be located.	DATE OF APPLICATION	
Applicant Name <i>Costco Wholesale #642</i>		Address, City, State <i>P.O. Box 2363 Florence, AL 35662</i>	
Sponsor (If other than applicant)		Address, City, State	
Location of proposed fireworks stand [Enclose drawing of stand location] <i>Costco Wholesale - 16616 Twin Lakes Ave Marysville, WA 98271</i>			
Manner and place of storage prior, during, and after sales dates <i>40 ft. Steel Container in Costco Parking Lot - Locked at night</i>			
State-Licensed Fireworks Supplier <i>Jake's Fireworks</i>			

# FIREWORKS STAND PERMIT

For the Fireworks Sales Year of: \_\_\_\_\_  
(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: \_\_\_\_\_

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

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

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

Sponsor \_\_\_\_\_

Location \_\_\_\_\_

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

/s/ *Bryan H. Hombor* *Bryan H. Hombor*  
Signature of Applicant

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

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

Licensee Name \_\_\_\_\_ License Number \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 5/5/2015

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> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 216-658-7100      FAX (A/C, No): 216-658-7101 E-MAIL: ADDRESS:														
<b>INSURED</b> Jake's Fireworks Inc. 1500 E 27th Terr. Pittsburg KS 66762	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A :Maxum Indemnity Company</td> <td>26743</td> </tr> <tr> <td>INSURER B :Everest Indemnity Insurance Co.</td> <td>10851</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 :Maxum Indemnity Company	26743	INSURER B :Everest Indemnity Insurance Co.	10851	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :Maxum Indemnity Company	26743														
INSURER B :Everest Indemnity Insurance Co.	10851														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**
**CERTIFICATE NUMBER:** 1653255935

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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"/> PROJECT <input type="checkbox"/> LOC			SI8GL00320-151	2/15/2015	2/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ 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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EXC6018367	2/15/2015	2/15/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	<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				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

 Sales Location: Costco Wholesale Store #642 Marysville, WA 98271  
 Additional insured: City of Marysville, WA

**CERTIFICATE HOLDER**
**CANCELLATION**

Costco Wholesale Store 642 16616 Twin Lakes Ave Marysville WA 98271	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 
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ACORD 25 (2010/05)

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Washington State Patrol Fire Protection Bureau  
Office of the State Fire Marshal  
**CONSUMER FIREWORKS RETAIL SALES STAND LICENSE**

159

**15-0778**

Stand Number: SN-09864

**Licensee Data**

Costco Wholesale #642  
P.O. Box 2363  
Muscle Shoals, AL 35662  
License Number: WSPFL-02791  
Phone Number: (256) 320-5362

**Operational Data**

Wholesaler: Jake's Fireworks  
County of Operation: Snohomish  
Operated For: **Licensee**  
Stand Operated By: Shelly Jones

Date of Issue: April 20, 2015

Date of Expiration: January 31, 2016

**Consumer Fireworks Retail Sales Stand Licenses issued after May are ONLY valid for New Years Sales**

This license is NOT valid without a permit issued from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand only for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.  
THIS PORTION OF THE LICENSE MUST BE POSTED AT THE STAND AT ALL TIMES



Washington State Patrol Fire Protection Bureau  
Office of the State Fire Marshal  
**CONSUMER FIREWORKS RETAIL SALES STAND LICENSE**

**15-0778**

Stand Number: SN-09864

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P.O. Box 2363  
Muscle Shoals, AL 35662  
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**Consumer Fireworks Retail Sales Stand Licenses issued after May are ONLY valid for New Years Sales**

This license is NOT valid without a permit issued from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.  
SURRENDER THIS PORTION OF THE LICENSE TO THE FIREWORKS WHOLESALER



Washington State Patrol Fire Protection Bureau  
Office of the State Fire Marshal  
**CONSUMER FIREWORKS RETAIL SALES STAND LICENSE**

**15-0778**

Stand Number: SN-09864

**Licensee Data**

Costco Wholesale #642  
P.O. Box 2363  
Muscle Shoals, AL 35662  
License Number: WSPFL-02791  
Phone Number: (256) 320-5362

**Operational Data**

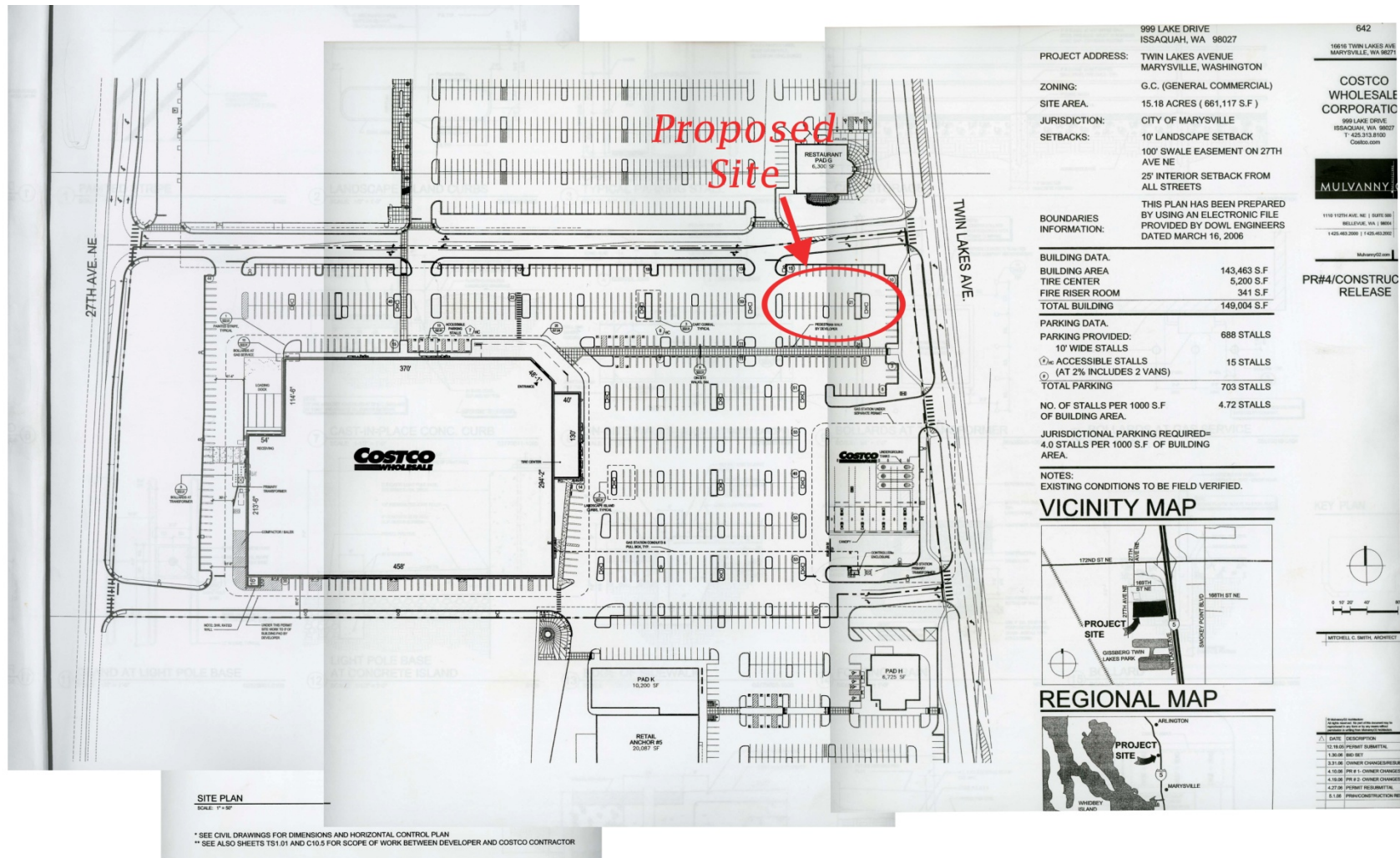
Wholesaler: Jake's Fireworks  
County of Operation: Snohomish  
Operated For: **Licensee**  
Stand Operated By: Shelly Jones

Date of Issue: April 20, 2015

Date of Expiration: January 31, 2016

**Consumer Fireworks Retail Sales Stand Licenses issued after May are ONLY valid for New Years Sales**

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/s retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.  
THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION





## 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).



# *Index #13*

CITY OF MARYSVILLE  
Marysville, Washington

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

A RESOLUTION OF THE CITY OF MARYSVILLE, WASHINGTON  
DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY TO BE  
SURPLUSED AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

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

The items of personal property listed below are hereby declares to be surplus and are of no  
further public use or necessity.

ASSET #	YEAR	DESCRIPTION	SERIAL #	QUANTITY
205	1985	GMC Dump Truck	1GDM7D181FV512698	1
241	1990	Root Spring Snow Plow	26735	1
242	1991	Root Spring Snow Plow	27571	1
617	1986	Ford Garbage Truck	1FDYH80U0GVA13417	1
651	1997	Crane Carrier Garbage Truck	1CYCCB482VTO43291	1
J001	2003	Peterbilt Garbage Truck	1NPZLT0X13D714822	1
930	1988	GMC Van	1GDEG25K5J521985	1
949	1996	SMART Radar Trailer	1K9B20811TK118381	1
951	1997	Ford Crown Victoria	2FALP71W5VX152908	1
957	1993	Ford Jail Van	1FBJS31Y9PHB46286	1
968	2001	Ford Crown Victoria	2FAFP71W41X151613	1
CC01	2004	Curotto-Can II	CC5353	1
CC02	2004	Curotto-Can II	CC5383	1
CC04	2004	Curotto-Can II	CC5421	1
F001	2003	B & W Radar Trailer	1B9BR10153H659010	1
N923	1989	Toyota Camry	JT2SV21E2K389198	1
P101	2003	Ford Crown Victoria	2FAFP71W93X108646	1
P103	2003	Ford Crown Victoria	2FAFP71W03X140322	1
P105	2003	Ford Crown Victoria	2FAHP71W73X194628	1
P107	2003	Ford Crown Victoria	2FAHP71W93X194629	1
P108	2004	Ford Crown Victoria	2FAHP71W54X125664	1
P111	2004	Ford Crown Victoria	2FAHP71W94X145125	1
P112	2004	Ford Crown Victoria	2FAHP71W84X170789	1
P113	2004	Ford Crown Victoria	2FAHP71W44X170790	1
P117	2005	Ford Crown Victoria	2FAHP71WX5X150786	1
		Wemco Hidrostal Screw Centrifugal Pump (4x4 Model		1

		D4K-HS-DKXA4), 7.9 HP, 1750 RPM		
		Wemco Hidrostal Screw Centrifugal Pump (8x8 Model E8K-HD-EE3Z4), 25.5 HP, 1800 RPM	9311624-1 9311624-2 9311624-3	3
		Topcon GR-3 Rover GPS	PN 01-050901-23 SN 444-0806	1
		Topcon FC-2500 Collector with Carbon Fiber survey pole and tripod	PN 60727 SN 558-00914	1

The City is hereby authorized to sell or dispose of the above referenced items in a manner, which in the discretion of the Fleet and Facilities Manager nets the greatest amount to the City.

PASSED by City Council and APPROVED by the Mayor this \_\_\_\_\_ day of May, 2015.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, Mayor

ATTEST:

By \_\_\_\_\_  
APRIL O'BRIEN, Deputy City Clerk

Approved as to form:

By \_\_\_\_\_  
JON WALKER, City Attorney

# *Index #14*

**CITY OF MARYSVILLE**  
**Marysville, Washington**

**RESOLUTUION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON DECLARING AN EMERGENCY AND WAIVING THE  
REQUIREMENT FOR PUBLIC BIDDING FOR REPAIRS AND REPLACEMENT OF  
THE DAMAGED PUBLIC SAFETY BUILDING VIDEO SECURITY SYSTEM**

**WHEREAS**, on April 20, 2015, the Public Safety video security system control station suffered a software corruption; and

**WHEREAS**, attempts to repair the system by staff and vendors were unsuccessful; and

**WHEREAS**, the system has been “sunset” and is no longer supported and spare parts for the system are no longer available; and

**WHEREAS**, the system is tied into the City’s jail door system and is used to view jail activity prior to opening jail doors; and

**WHEREAS**, in the absence of a properly functioning system, there is a significant public safety liability; and

**WHEREAS**, said emergency requires immediate execution of certain Facilities and Information Services contracts in order to protect City employees and people within the City;  
**NOW, THEREFORE,**

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

Section 1. The City Council adopts as its findings of fact the recitals above.

Section 2. Pursuant to RCW 39.04.280, The City Council of the City of Marysville declares that the existence of an emergency situation arising from the system failure on April 20, 2015 of the Public Safety video security system, which situation requires waiving the requirement for public bidding.

Section 3. The Mayor or his designee is authorized to enter into and execute agreements as necessary to secure the immediate remediation and repair of the Public Safety video security system.

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

CITY OF MARYSVILLE

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

ATTEST:

By \_\_\_\_\_  
DEPUTY CITY CLERK

Approved as to form:

By \_\_\_\_\_  
CITY ATTORNEY