

Marysville City Council Work Session**June 1, 2015****7:00 p.m.****City Hall****New Business**

9. Consider the Application for Marysville Downtown Merchants Association to Conduct a Special Event on July 11, 2015, including the Street Closure of 3rd Street between State Avenue and Union Avenue, as well as Columbia Avenue between 2nd Street and Halfway Down 3rd Street, as Requested by the Applicant

10. Consider the Professional Services Agreement Supplemental No. 1 for a No Cost Time Extension with HDR Engineering

11. Consider the Wire-Line License for Installation of Communications Cable Beneath Tracks from Burlington Northern Santa Fe Railway Company in the Amount of \$15,570.00 Including a \$920.00 Fee for Coverage Under BNSF's Railroad Protective Liability Insurance

12. Consider the Wire-Line License for Installation of Electrical Conductors Beneath Tracks from Burlington Northern Santa Fe Railway Company in the Amount of \$15,570.00 Including a \$920.00 Fee for Coverage Under BNSF's Railroad Protective Liability Insurance

13. Consider The Greater Marysville Tulalip Chamber of Commerce Agreement

Legal**Mayor's Business****Staff Business****Call on Councilmembers****Executive Session**

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

Adjourn

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact 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.

Work Sessions are for City Council study and orientation – Public Input will be received at the June 8, 2015 City Council meeting.

A

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/8/15

AGENDA ITEM: Public Safety Building Facilities Needs Assessment & Plan	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: <ol style="list-style-type: none"> 1. Original Request for Proposal 2. Public Safety Building Facilities Needs Assessment & Plan 	
BUDGET CODE:	AMOUNT:

SUMMARY:

The City issued a Request for Proposals in March 2014. Following a selection process, the City entered into a contract with KMD Architects in July 2014 to complete an assessment of the current Public Safety Building (PSB) jail facilities. The consultant was also asked to assess future needs, based on projected growth for the next 20 years.

The original jail and PSB were constructed in 1988, 27 years ago. A study was previously performed in 2003 by KMD Architects and at that time a remodel/expansion of the current facility was recommended. The 2003 study was never implemented, nor was a structural evaluation performed at the time of the assessment to evaluate the remodel potential or feasibility of the 2003 report.

The current evaluation includes both structural evaluation, as well as a future needs assessment. These assessments recommend different direction for the facility as the structural evaluation indicates a remodel of current facility to be cost prohibitive, and therefore both alternatives recommended by the consultant direct new jail construction, either at the current site or on a new site. The consultants will be presenting their report and recommendations.

The costs identified in this report exceed the city's capacity for funding. As a result, staff considers this an initial but important first step in identifying and evaluating operational needs of our correctional function. Additional analysis must be performed on current operations and contracting options. The City must closely examine the consultant options and determine if further downscaling or reductions can be done to the plan concept to make it financially feasible and still provide potential for growth and improved function. A thorough policy discussion must be pursued to determine overall goals of the city for our public safety operations.

RECOMMENDED ACTION:
Council review of information collected to date and feedback on future direction.



**REQUEST FOR PROPOSAL
FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE EXPANSION AND RETROFIT OF THE CITY'S JAIL AND PUBLIC
SAFETY FACILITY**

PURPOSE

The City of Marysville is soliciting qualified, interested firms to submit proposals that demonstrate their qualifications for architectural and engineering services to complete the City's *Jail and Public Safety Expansion and Retrofit Project*.

INTRODUCTION

In general, the selected firm will be responsible for conducting planning and programming exercises in order to determine the City's short-term and long-term needs related to the City jail and the Public Safety Facility as a whole. This process will include an analysis of the existing Public Safety building structural deficiencies, analysis of current and future jail housing needs, review of existing office/jail configurations and recommendations for redesign within existing building, the potential for locating an Emergency Operations Center (EOC) at the existing Public Safety building, development of several preliminary design alternatives, research of permits requirements and preparation of an Alternatives Analysis report including estimated costs.

The Marysville jail is located within the existing Public Safety building, located at 1635 Grove Street. Marysville currently operates a 57-bed municipal jail that houses prisoners for up to 90 days. Inmates whose sentence exceeds 90 days are transferred to another facility. The City is also accepting prisoners from Arlington and Lake Stevens. Additional bed space and facility redesign could improve current operations. These immediate needs may be temporarily rectified with a phased construction approach.

The Public Safety building is also shared by the Marysville Fire Department and the Marysville Police Department, which operates 24-hours a day, 7-day a week. These shared uses will have to be analyzed as part of the planning and programming process to determine the best utilization of existing and proposed space.

The City expects that the initial phase of this project will involve a detailed programming exercise with the involvement of one or more stakeholders groups. The information generated by this process will then be utilized to develop several alternatives which will meet the City's long-term needs. These alternatives may range from making

modifications to the existing Public Safety facility to acquiring new property and building a new facility. The City believes that any viable solution will likely need to be phased in order to minimize impacts on ongoing operations.

PROPOSAL CONTENT

All proposals shall contain the following minimum information, in an organized fashion, in the order shown below. The total length of the proposal shall not exceed 20 double sided or 40 single sided, letter size pages and graphics shall be kept to a minimum (resumes will not be counted towards the page total).

1. **Letter of interest and introduction.**
2. **Project components:** List and describe briefly what you think are important issues related to this Project, identify how these issues will be achieved/overcome and discuss your approach for successful project completion.
3. **Planning and Programming:** Please describe your firm's experience regarding planning and programming exercises directly related to public safety operations and jail facilities specifically. This experience should outline both short-term (0 – 5 years) and long-term (20 – 30 year) planning and programming for public safety and jail facilities.
4. **Feasibility and alternatives analysis:** What are your firm's capabilities related to identify construction feasibility and alternative approaches to expansion and retrofit of existing facilities similar to this Project? Also, discuss your firm's experience with phased approaches to this type of Project.
5. **Similar experience:** List the experience of the firm's key staff proposed for this Project. Provide detailed information, including references, on at least two of those projects that are considered to be very similar to this Project.
6. **Proposed Staff:** List the experience and number of years with the firm for the key members of the staff proposed on the Project (Resumes to be included as an appendix). Also, include the experience of any sub-consultant staff proposed.
5. **Staff Availability:** Demonstrate your ability to provide the proposed staff for this Project.
6. **Project Management:** Who will be the project manager? What experience does the project manager have on similar projects? Describe the project management approach to be used, including how costs will be managed and controlled?

7. **Permitting:** Describe the firm's ability and experience permitting similar projects.

PROPOSAL SCHEDULE

Three copies of the proposal shall be delivered to the Marysville Public Works Department by 3:00 pm on Friday, May 30th, 2014. Proposals can be mailed or delivered to the following address:

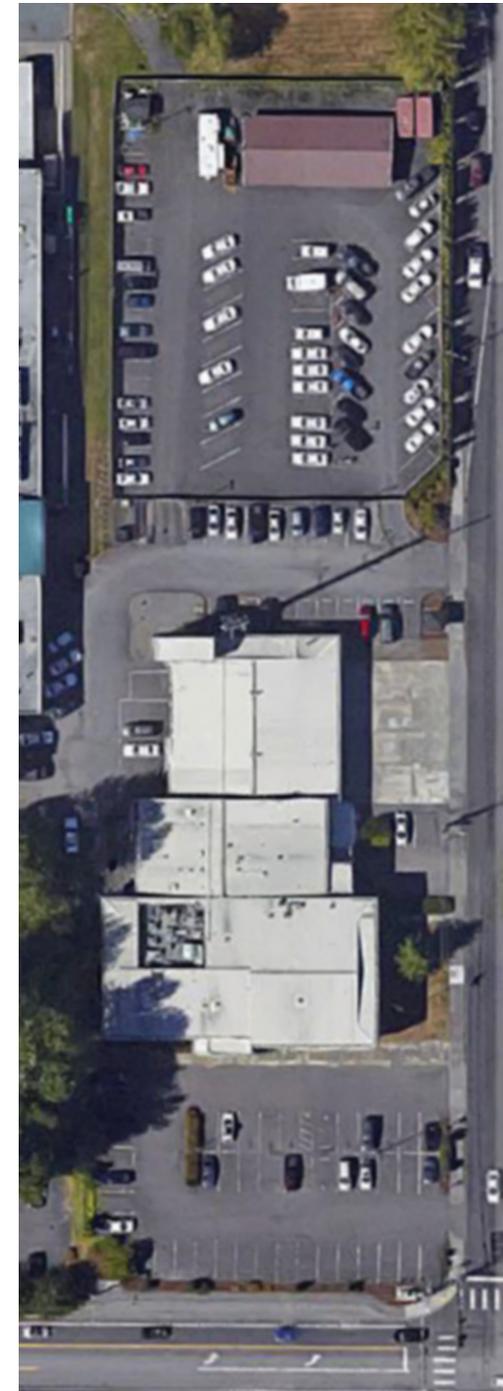
City of Marysville Public Works, Attn: Adam Benton, 80 Columbia Avenue, Marysville, WA 98270, RE: *Jail and Public Safety Expansion and Retrofit Project*.

Should you have any questions, please contact Adam Benton, Fleet & Facilities Manager, at (360) 363-8283 or abenton@marysvillewa.gov. Proposals will be reviewed and evaluated by a committee. The selected firm will begin work immediately upon execution of a Professional Services Agreement with the City. Time is an important factor in firm selection; the City would like to begin phased construction of the Project in 2015.

CITY OF **Marysville** WASHINGTON

Public Safety Building Facilities Needs Assessment & Plan

April 8, 2015



KMD
ARCHITECTS with **DSA, Inc.**

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Our Consultant Team greatly appreciates the invaluable assistance that it has received from City of Marysville staff during the course of this project, who are identified below.

CITY OF MARYSVILLE STAFF

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Marty Norsby, Facilities Maintenance
Rick Smith, Chief of Police
James Strickland, Custody Sergeant, Jail
Mark Thomas, Lieutenant; Police Department
Margaret Vanderwalker, Assistant to the Chief of Police
Wendy Wade, Commander, Police Department

CONSULTANT TEAM

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Jim Styrsky, Architect; KMD Architects
Steve Kelly, Cost Consultant; RLB
Andrew Ewing, PE, KPFF Consulting Engineers

Document Overview and Purpose: This document provides the City with two alternative facility plans to remedy existing facilities deficiencies and solve for the long-term (20-year) facilities needs of the Marysville Municipal Jail and Police Department (MPD). These two plans quantify and compare the relative scale of building development and associated project cost impacts regarding whether the City should continue using the Public Safety Building (PSB), located at 1635 Grove Street to, in part, help solve its facility needs, or instead, to develop an entirely new Municipal Jail and Police Station at yet-to-be determined location.

Document Constraints: It is not the intent of this document to recommend one plan over the other, as that will be the City's decision. Further, this document addresses the service demand needs *solely generated by the City of Marysville* and assumes that Marysville will gradually phase out providing contract jail-beds for other municipalities as City demand grows. At the City's direction, this project excludes any needs associated with Fire Department, or reuse of the existing PSB site if the Jail and Police Department were moved elsewhere.

Project Goals: The major goals of this project were to:

- *Evaluate the Existing Facilities* in terms of: functionality; general physical condition; code compliance; existing space inventory and space utilization; and the potential for expanding the existing building envelope on the current site and if needed, potentially adjacent parcels.
- *Develop a Forecast of Jail-bed Needs*, including conducting an analysis of historical prisoner booking and average length of stay trends; forecasting future bookings, and projecting future jail-bed needs.
- *Develop a Forecast Police Staffing Needs*, based on projecting future police calls for service and comparative analysis of police staffing levels of other like-sized Washington State municipalities.
- *Develop Building Space and Site Area Requirements Programs*, including formulating a detailed space program (assuming a 20-year planning horizon) for the Police Department and Municipal Jail.
- *Generate Conceptual Alternative Building Expansion/Replacement Schemes* for solving the building space requirements stipulated in the developed facilities programs.
- *Provide Conceptual Facilities Development Cost Estimates* for each development alternative.

Existing Conditions: The Public Safety Building (PSB) currently houses the City's Municipal Jail, Police Department, and Fire Station 61 of the Marysville Fire District. Since construction completion in 1988, the aging PSB now has significant physical condition issues and does not meet current "essential" facility structural-seismic building code requirements. The police areas of PSB are extremely overcrowded and the Jail operates nearly continuously at or beyond 100% of the rated bed capacity. The PSB has become less functional and less capable of supporting the Police Department and Jail's overall mission and operations, which has continued to evolve and become ever more complex, and is expected to continue to do so in the future.

Additionally, Snohomish County announced last year that it would no longer hold Marysville's misdemeanor prisoners in the their County Jail. Over the past four years, Marysville has averaged housing approximately 20 prisoners per day in the Snohomish County Jail, exclusive of other City contracts for additional bed space with a number of other Washington State counties, and most recently, with the South Correctional Entity Regional Jail (SCORE). Consequently, the City must not only find alternative means to obtain a source of beds previously provided by Snohomish County, but also must now absorb the impact of having to house prisoners up to a maximum 90-day length of stay versus a 30-day maximum, as it has in the past. Clearly, the

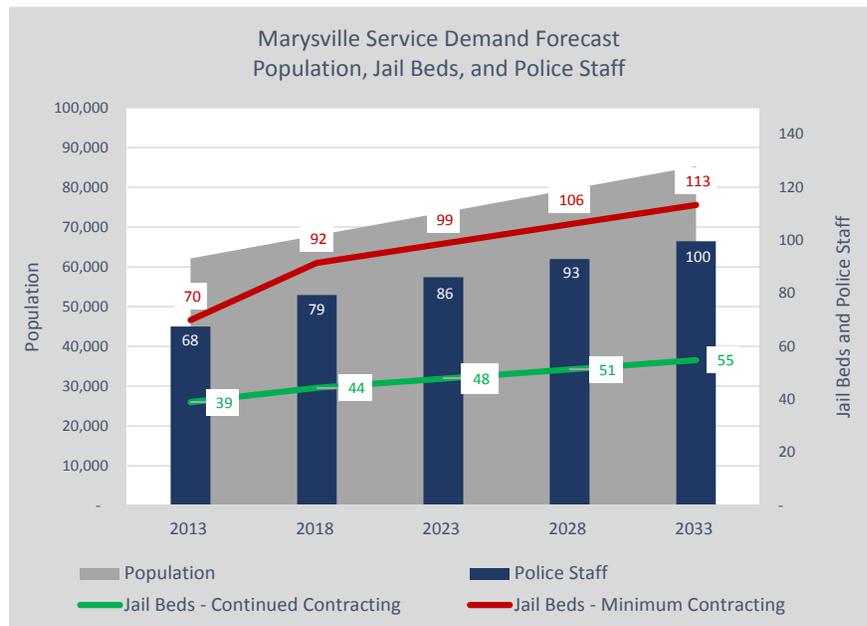
lack of facilities capacity has continued to become more acute, and will become even more so as the City continues to grow.

Forecasted City Growth and Service Demand Impacts on Facility Needs

Maryville’s population has been forecasted to increase from 62,100 in 2013 to 85,272 residents by year 2033, equating to a net increase of over 23,000 residents, or 37%. This growth (absent of any significant socio-economic, or other relevant changes), should generally result in a commensurate increase in police calls for service and need for jail-beds. The dual-scaled chart below provides a synopsis of the population growth (illustrated by the solid gray area and using the scale on the left vertical axis) versus the forecast police staff and two alternative projections of jail-beds (scaled on the right axis).

Police Staff Forecast: The adopted police staff forecast calls for a combined total commissioned and civilian staffing level of 100 personnel by year 2030. This forecast was generated solely for facility planning purposes, and was arrived at after substantial analysis and discussion among the Consultant Team and City Management.

The projections process included: substantial analysis of historical police calls for service per capita, and police staffing levels per capita; development of corresponding calls for service projections; and, analysis of comparative police staffing levels for other Washington State municipalities ranging in size from 65,000-95,000 residents (Reference Section 2 for further details).



The projections process included: substantial analysis of historical police calls for service per capita, and police staffing levels per capita; development of corresponding calls for service projections; and, analysis of comparative police staffing levels for other Washington State municipalities ranging in size from 65,000-95,000 residents (Reference Section 2 for further details).

Jail-Bed Forecasts: The two jail-bed forecasts (for beds that would be provided directly within Marysville facilities) shown above are based on two different operational assumptions. The conservative, lower bed forecast is based on the premise that Marysville will continue to contract at a substantial rate for bed space with other agencies (exclusive of Snohomish County), primarily for prisoners sentenced to serving longer jail times. The second forecast is founded on the supposition that Maryville will essentially cease contracting for beds, except for special needs prisoners and those requiring intensive medical care, which are a very limited number and would continue to be housed at SCORE. Again, under both scenarios, the City would cease providing contract beds for other municipalities. Both forecasts were generated based on: analyses of historical jail booking rates per capita, average length of stay, and average daily population; applying selected per capita rates of bookings to forecasted city population, and applying various average prisoner length of stay assumptions to those bookings to arrive at several alternative average daily population forecasts. Those forecasts were then adjusted to account for daily and seasonal peak demand periods and to provide adequate jail-bed capacity to allow for staff to adequately segregate prisoners.

As shown, if Marysville continued contracting for beds at the rate that it does currently and assuming the Jail had adequate capacity to accommodate peak demand periods and capacity to adequately segregate prisoners (operational factor) Marysville would generate a current need for 39 jail-beds and 55 jail-beds by year 2033. If however, Marysville ceased contracting for jail-beds, except for those prisoners designated as special needs and/or requiring intensive medical care, approximately 70 jail-beds would be currently required, with demand increasing to 113 beds by year 2033. (Again, reference Section 2 for further details).

Plan Alternatives: After preliminarily exploring a number of alternatives, the Project Team developed two approaches for the City to consider. Both facility development alternatives would provide a minimum of 64 jail-beds that could be double-bunked, resulting in a facility having a total potential capacity of 128 beds. Under a 64-bed scenario, Marysville would have to continue contracting for a significant number of beds, while under the 128-bed scenario, nearly all demand could be accommodated, with the exception of special needs/medical prisoners that would be housed at SCORE. Both options would satisfy the 20-year building space needs of the MPD (reference Section 4 for detailed space program data). Note that for consistency in design, construction, and staffing efficiencies, the total number of jail-beds provided differs from the statistical forecast previously addressed.

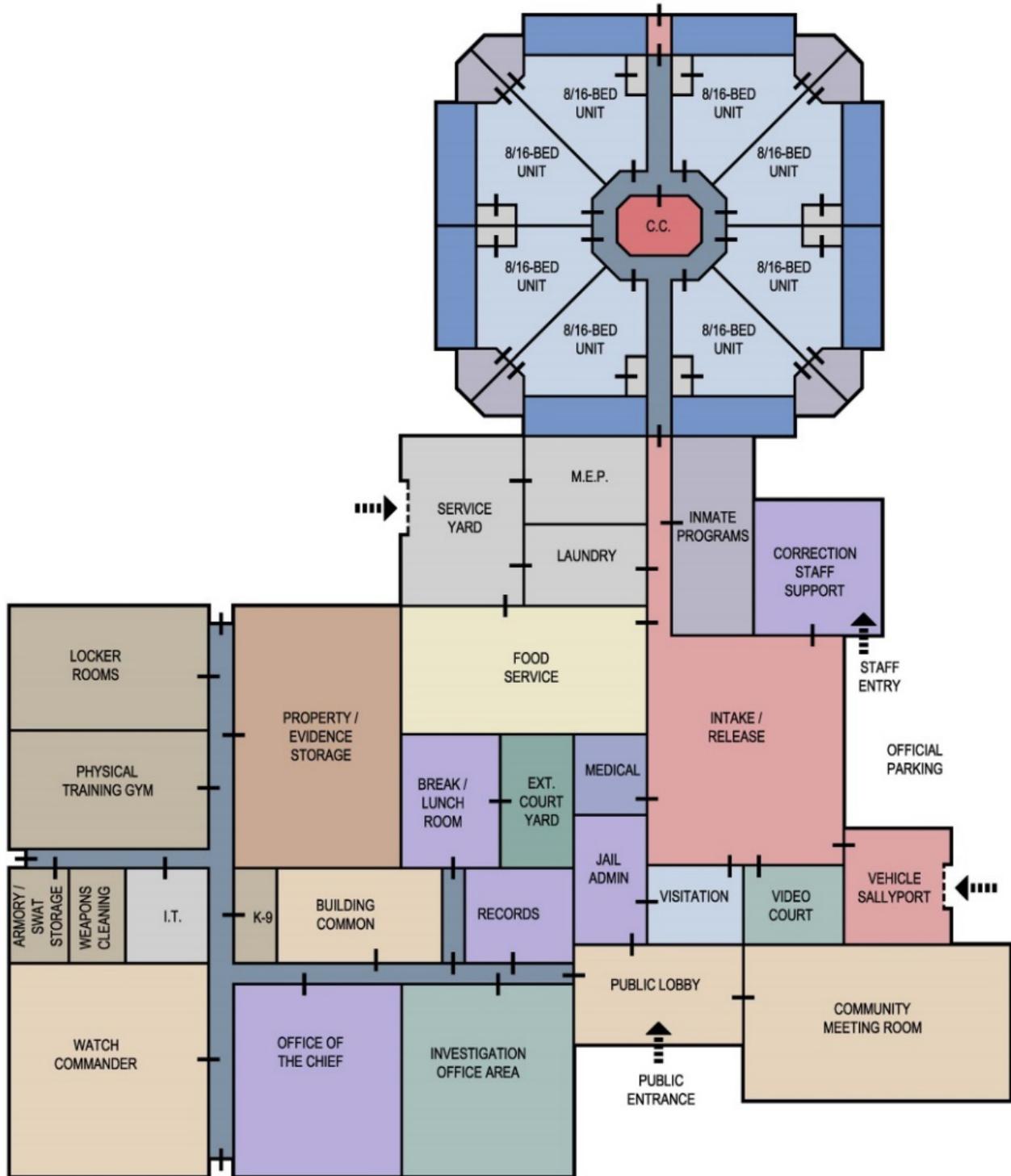
Note that the total jail-bed capacities are higher than the statistical projections previously addressed, and result from design and staffing efficiency considerations. In any case, if any beds remain unfilled, the City could always choose to contract them out to other agencies.

Alternative A: Under this scheme (shown on the next page) the City would develop an entirely new consolidated 64,633 gross square foot facility that would house the Police Department and Jail on a site with a minimum size of 4.86 acres, at a yet-to-determined location.

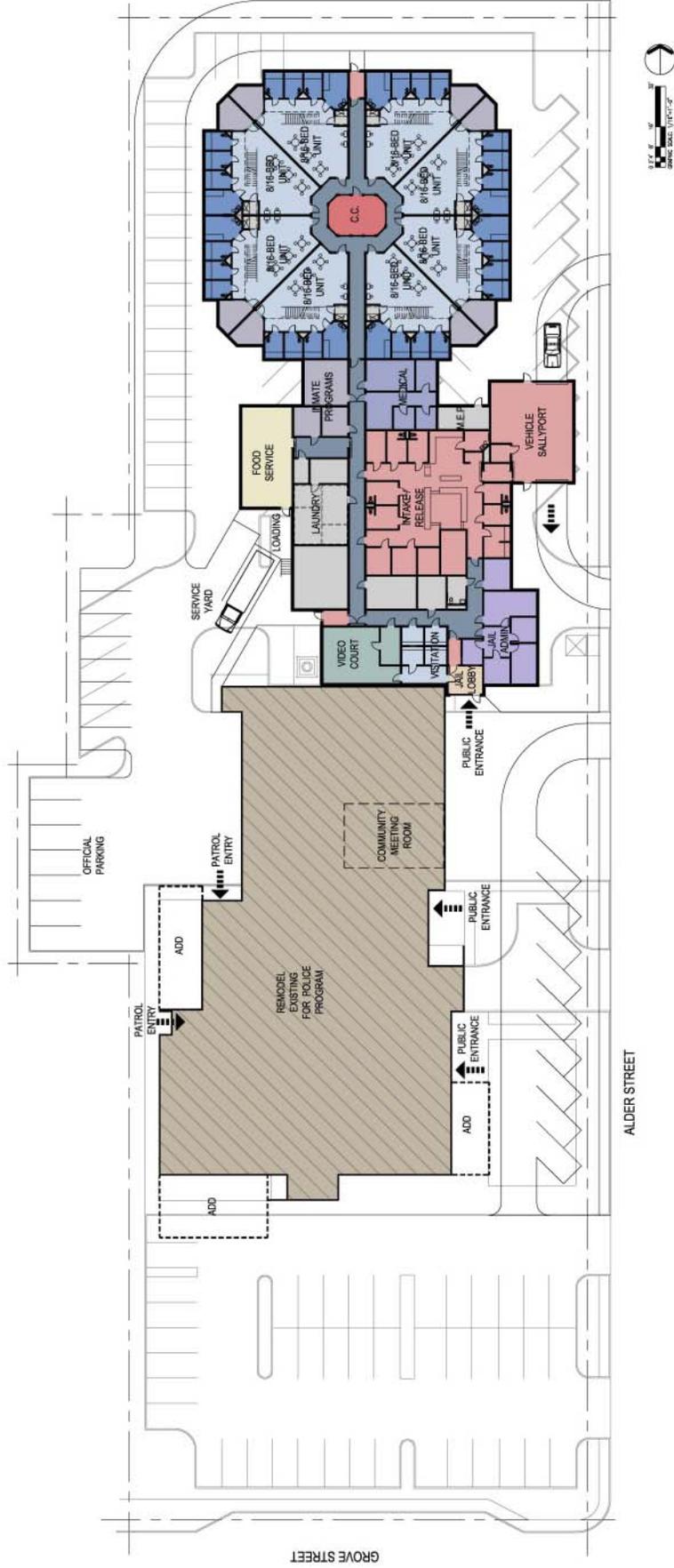
Alternative B: Under this plan (shown on the 5), Fire Station 61 would vacate the PSB and be relocated to a yet-to-be determined location (a task which falls outside the scope of this study) and the City would: a) develop an entirely new jail at the Grove Street site that would be connected to the existing PSB; and, b) substantially renovate all of the PSB and slightly expanding it to the West, South, and East. All renovated and expanded areas of the PSB would be used solely by the MPD. This renovation would include repurposing the existing jail space for police office and operations functions. This plan would require that the City acquire approximately 1.4 acres of land proximate to the Grove Street site, to accommodate relocating the long-term bulk property evidence building and a portion of the parking requirements that would not be able to be accommodated on the existing site.

(Reference Section 5 for more detailed building concept drawings)

Alternative A – Develop Entirely New Jail and Police Facility at New Site
(Mezzanine Jail Housing Level not Shown)



*Alternative B – Expansion and Renovation Plan on Existing Site
(Mezzanine Jail Housing Level not Shown)*



Alternative Plans Summary Comparison: The chart below provides summary data regarding the amount of building space and site area required for both plan alternatives and comparative costs.

CRITERIA	Alternative A Develop Entirely New Facility	Alternative B Expand Existing Facility
Building Square Footage		
Jail - Building Gross Square Feet	28,902	28,902
Police Facility - Building Gross Square Feet	35,731	35,047
Total Gross Square Feet	64,633	63,949
Site Acreage		
Existing Acres	2.61	2.61
Retained Acres Per Alternative	0.00	2.61
New/Additional Acres Required	4.86	1.40
Total Plan Acres	4.86	4.01
Estimated Cost		
Hard Construction Cost	\$ 35,676,679	\$ 28,850,255
Soft Cost	\$ 12,486,838	\$ 10,097,589
Total Project Cost	\$ 48,163,517	\$ 38,947,845

As shown, the project cost of developing an entirely new combined Police and Jail facility under Alternative "A" would total \$48.2M (exclusive of land acquisition cost), while renovating and expanding the existing Public Safety Building would total \$38.9M (exclusive the land acquisition cost to acquire approximately 1.4 acres proximate to the PSB, to accommodate that portion of the parking needs that cannot be accommodated on the existing site).

Exclusive of unknown land acquisition costs, there is a \$9.2M delta between the two alternatives. More detailed cost estimate data is provided in Section 5 and Appendix E.

INTRODUCTION

The City of Marysville’s Public Safety Building (PSB) is located on a 2.6-acre site at 1635 Grove Street, in Marysville, Washington. The 32,000 gross square foot, two-level PSB houses the Marysville Police Department (MPD), a 57-bed minimum security Municipal Jail, and Fire Station 61, of the Marysville Fire District. The PSB was constructed in 1988, continues to age, and has significant physical condition issues: despite the best efforts of the City to maintain a fully operational and functional facility, given ongoing financial constraints. The PSB is considered an “essential” facility, by building code. Although the design and construction of the building was compliant when built, it does not meet current essential facility requirements, primarily due to structural-seismic issues.

Since the PSB was constructed, Marysville has grown in population and land area, most notably at year-end 2009, when due Central Marysville Annexation, city population increased nearly 80%. This impact, along with incremental city growth has resulted in increased public safety and law & justice service-demand; staffing, equipment, and fleet levels; as well as increases in prisoner bookings and the need for additional jail-beds. Combined, these circumstances have resulted in an extremely overcrowded building and the continued growing need for additional building space. In response, the City relocated the Municipal Court out of the facility, constructed a property-evidence annex building, and has carried out a number of rearrangements within the PSB. However due to facilities inflexible core and shell design and different construction types within different zones of the building, the results have been mixed, and the facility remains very overcrowded.

Further, last year, Snohomish County announced that it would no longer hold Mayville misdemeanor prisoners. Over the past four years, Marysville has averaged housing approximately 20 prisoners in the Snohomish County Jail per day, exclusive of contracting for additional bed space with other Washington State counties and most recently with the South Correctional Entity Regional Jail (SCORE). Consequently, the City must find alternative means to house its growing misdemeanor population and the additional impacts of having to house prisoners up to a maximum 90-day length of prisoner stay, versus the 30-day maximum, per past and current policy. Further, all other agencies that currently contract for bed space in the PSB, most notably, the Cities of Arlington and Lake Stevens, are having to adjust to this same new paradigm, resulting in an even more acute need for regional jail-beds.

Given the above events, current circumstances, and anticipated future needs, Marysville contracted with KMD Architects and DSA Inc. to develop this *Public Safety Building Facility Needs Assessment and Plan*.

PROJECT GOALS

The broad goals of this study were to determine the feasibility and cost of expanding the existing facility to accommodate the projected jail bed demand solely for the City of Marysville and to accommodate the current and future space needs of its Police Department over a 20-year planning horizon. Note that our Consulting Team was directed by the City to exclude the Fire Department from this analysis and assume that Station 61 would be relocated to a yet-to-be determined location.

The specific goals of this project were to:

- *Evaluate the Existing Facilities* in terms of: functionality; general physical condition; code compliance; existing space inventory; capacity for expansion within the existing building envelope; and, the potential for expanding the existing building envelope on the current site and potentially adjacent parcels.

- *Develop a Forecast of Jail Bed Needs*, including conducting an analysis of historical prisoner booking and average length of stay trends; forecasting future bookings, and jail-bed requirements.
- *Develop a Forecast Police Staffing Needs*, based on forecasting future police calls for service and comparative analysis of police staffing levels of other like-sized Washington State municipalities.
- *Develop Building Space and Site Area Requirements Programs*, including formulating a detailed space program (assuming a 20-year planning horizon) for the Police Department and Municipal Jail.
- *Generate Conceptual Alternative Building Expansion/Replacement Schemes* for solving the building space requirements stipulated in the building space program.
- *Provide Facilities Development Cost Estimates* for each alternative in terms of construction (hard) costs and, project (associated overhead) costs on a square foot basis.

INTRODUCTION TO THIS REPORT SECTION

The paramount purpose of this report section is to provide projections of jail-bed needs and police staffing levels that in large part formed the basis for the development of the facilities building space program provided later in this document. Specifically, this section provides:

- An historical analysis of jail service demand in terms of adult arrests, bookings, average daily prisoner population trends, and how that demand has been dealt with to date.
- Three alternative consultant-developed 20-year projections of jail-bed needs, which were based on different sets of assumptions that could occur, dependent upon what approach(s) the City chooses to solve future jail-bed demand.
- An historical analysis of police service demand trends and corresponding staffing levels.
- A consultant-developed 20-year forecast of expected police staffing levels.
- An explanation of the methodologies used to develop these forecasts.

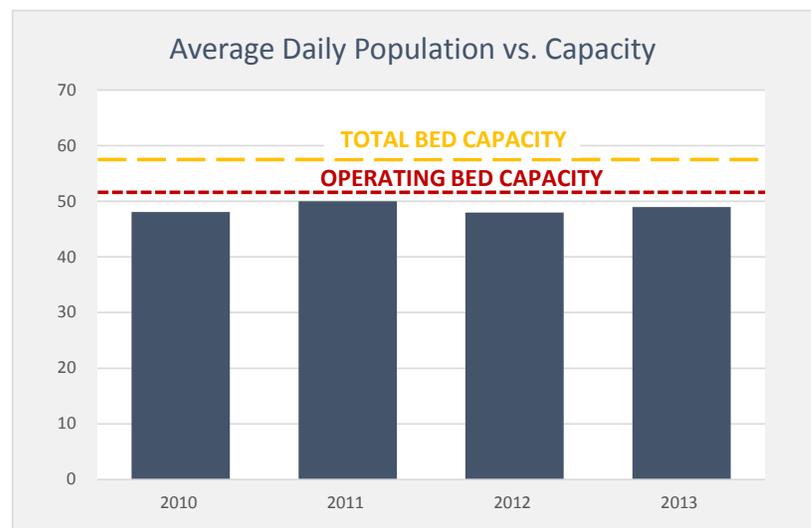
JAIL-BED HISTORICAL SERVICE DEMAND AND FORECASTED JAIL-BED CAPACITY NEEDS

Current Conditions and Historical Trends Synopsis

The Marysville Jail has a capacity of 57 physical beds and effective “operational” capacity of the Jail is 51 beds.¹ However, due to the overly high ratio of beds per cell and corresponding undersized cell square footages per bed, the Jail would be rated for only 34 beds according to American Correctional Association (ACA) standards,. At this time, the City has chosen not adhere to those standards nor is seeking for the Jail to become an ACA-accredited facility.

The Jail has been essentially fully occupied for decades, despite several increases in jail-bed capacity that have occurred. Exhibit 2.1 provides a snapshot of the Jail’s bed capacity and average daily prisoner population (ADP) over the previous four years, and shows that the ADP has ranged between 94-97% of the facility’s operational bed capacity. Therefore, during peak demand periods, which typically occur on weekends, the Jail frequently operates at full capacity, which challenges correctional officers’ ability to adequately segregate prisoners.

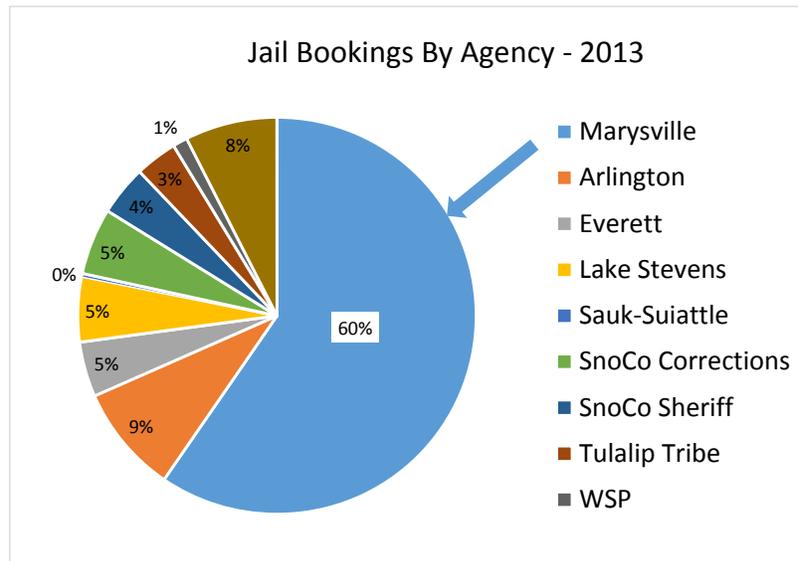
Exhibit 2.1: Average Daily Population versus Jail Capacity



¹ The determination of operational beds is based on the assumption that only 90% of all beds should be in use at any time due to prisoner churn and the need to adequately separate prisoners administratively (gender, gangs, special needs, etc.). In other words, not all beds should be filled all of the time.

Jail-bed demand is generated not only from the arrests occurring from within the City of Marysville but also from over ten other agencies, which include: Arlington, Everett, Lake Stevens, Sauk-Suiattle, Snohomish County Sheriff, the Tulalip Tribes, Washington State Police, and in much smaller numbers, several other agencies. As shown in the Exhibit 2.2, Marysville bookings only 60% of the collective total demand for jail-beds in 2013, and ranged between 60-66% between 2008 and 2013. Therefore, if Marysville chose to further limit the amount of jail-beds it provides to other agencies, it could effectively provide additional bed capacity solely for city use.

Exhibit 2.2: Historical Jail Bookings



Jail-Bed Forecasting Methodology

Given the perspective above, the City directed the Consultant Team to forecast jail-beds solely for the Marysville and not for any contracting agencies. After testing a variety of projections models the Consultant Team used two general approaches to arrive at the 20-year forecasts of jail-bed needs, which have been provided in five-year planning increments, as discussed below.

One approach involved: a) developing a series of alternative booking projections founded on logically selected historical bookings per capita rates (including accounting for the number of cite and releases that have occurred in the field and estimating the percentage of non-arrests that otherwise would have occurred if there were sufficient jail-bed capacity) and then applying those rates to Marysville population forecasts; b) applying the selected bookings forecast to assumed average prisoner length of stay (ALOS) durations, which were derived from our analysis of the historical data available; c) accounting for seasonal and daily booking peaking factors; and, d) including a 90% jail-bed capacity operations factor.

The second approach involved: a) applying two logically selected average daily jail population rates per 1,000 city population to forecasted overall City population; b) accounting for seasonal and daily booking peaking factors; and, c) including a 90% jail-bed capacity operations factor. The rationales for selecting the specific bookings and ADP rates per capita will be discussed within the context of the Consultant-Team's analysis of historical jail service demand trends addressed below.

Data Caveats and Assumptions

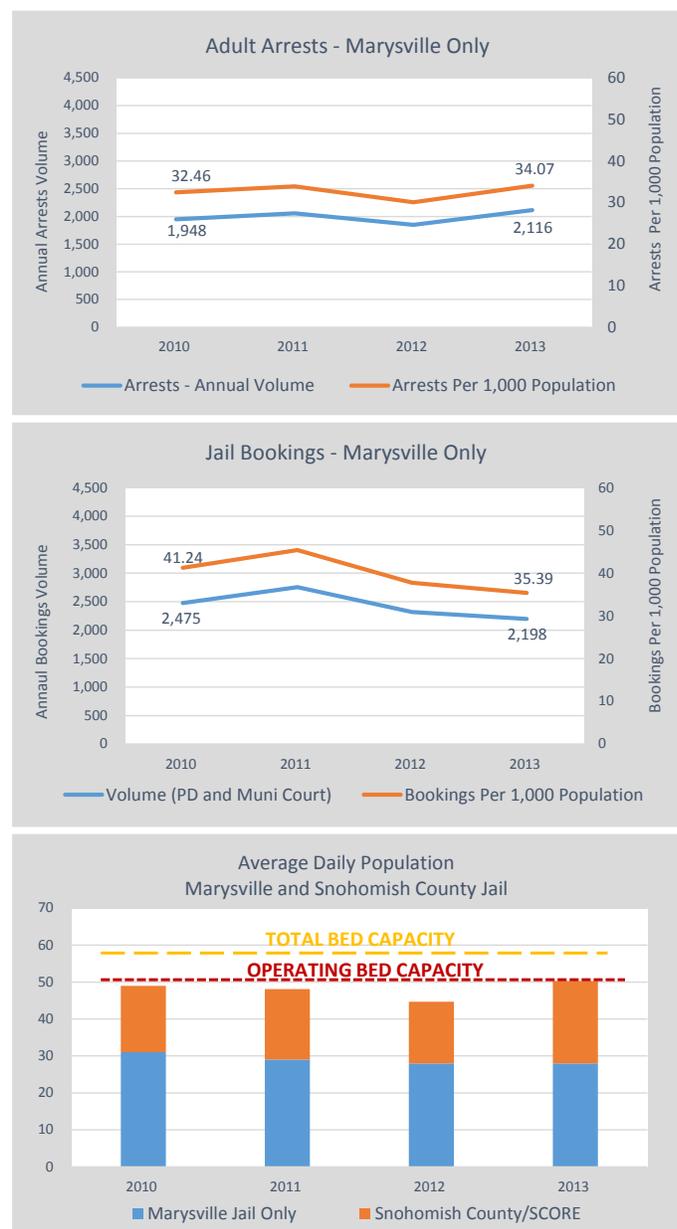
Working with the City, the Consultant Team strived to obtain the most comprehensive and consistent data possible to understand past and current jail service demand trends. This task was complicated, however, due to the Jail changing records management systems in 2008 and because of the significant increase in the City’s population due to the Central Marysville Annexation that occurred on at the end of 2009. Therefore, the historical baseline data used in the analysis below, and which in part helped form the subsequent forecast of jail-bed needs, was limited to the years 2010 through 2013.

Jail Historical Service Demand Trends

The charts shown in Exhibit 2.3 provide a synopsis of arrests, bookings, and average daily jail population levels generated solely by the City of Marysville, and show that since annexation:

- Annual arrests have increased from 1,948 to 2,116, or by 4%, while the arrest rate per 1,000 city-population also increased, from 32.46 to 34.07.
- Meanwhile, jail bookings declined (after rising initially) from the 2010 level of 2,475 to 2,198 by 2013, yielding related declines in the rate of bookings per 1,000 city population. Although the disparity between the volume of arrests and bookings might seem contradictory, recognize that Marysville was in a sense competing for bed space with its contracting agencies, and in many cases, arrestees suspected of more serious crimes were booked directly into the Snohomish County Jail, depending on the type of crime involved.
- The average daily prisoner population levels held in the Maryville and Snohomish County Jails combined have been at or near the operating bed capacity available at the Marysville Jail alone. Therefore, given that Snohomish County is ceasing to provide contract beds, the Marysville Jail would be at capacity solely based on demand from Marysville and exclusive of the demand generated by the contracting agencies.

Exhibit 2.3: Historical Jail Service Demand



Analyzing historical data over such a short timeframe for forecasting purposes has its shortcomings, but again, this was due to the limited amount of reliable consistent data prior to 2010, plus the composite makeup of the City changed quite significantly as a result of the Central Marysville Annexation at the end of 2009, therefore making analysis of the combined data prior to, and post-annexation a dubious process.

Exhibit 2.4 provides the detailed historical jail service demand used to generate the previous charts, and for further reader reference.

Exhibit 2.4: Historical Jail Service Demand Detailed Data

CRITERIA	2010	2011	2012	2013	ANALYSIS: 2010-13	
					Increase	Increase
Service Demand Drivers - General						
1 Total Incorporated Population	60,020	60,660	61,360	62,100	2,080	3%
2 Public Initiated Police CFS						
a. CFS Volume	65,230	70,605	65,030	67,943	2,713	4%
b. CFS Per 1,000 Population	1,087	1,164	1,060	1,094	7	1%
General Service Demand Drivers						
3 Adult Arrests						
a. Arrests - Annual Volume	1,810	1,905	1,739	1,982	172	10%
b. Cite and Release	138	150	108	134	(4)	-3%
c. Total Adjusted Arrests	1,948	2,055	1,847	2,116	168	9%
d. Arrests Per 1,000 Population	32.46	33.88	30.10	34.07	1.62	5%
Jail Bed Capacity						
4 <u>Marysville Jail Bed Capacity</u>						
a. Physical Capacity - All Cells	59	59	59	59	-	0%
- Booking Area	2	2	2	2	-	0%
- Detention Area	57	57	57	57	-	0%
b. Operating Capacity @ 90%	51	51	51	51	-	0%
Jail Service Demand						
5 <u>Bookings</u>						
a. Volume (PD and Muni Court)	2,475	2,754	2,317	2,198	(277)	-11%
b. Bookings Per 1,000 Population	41.24	45.40	37.76	35.39	(6)	-14%
Jail Activity Levels						
6 Avg. Daily Pop Max. 90 Days.						
a. Marysville	31	29	28	28	(3)	-10%
b. Snohomish County/SCORE	18	19	17	22	4	24%
c. Total ADP	49	48	45	50	2	4%
7 ADP Per 1,000 Incorp. Population						
a. Marysville Jail Only	0.52	0.48	0.46	0.45	(0.07)	-13%
b. Combined Facilities	0.82	0.79	0.73	0.81	0.02	2%
8 % of Jail Operating Capacity						
a. Marysville Only	60%	57%	55%	55%	(0)	-10%
b. Marysville w/Other Facilities	96%	94%	87%	98%	0	3%
9 Avg. Length of Stay						
a. Marysville Only	4.57	3.84	4.41	4.65	0.08	2%
b. Marysville w/Other Facilities	7.23	6.38	7.04	8.35	1.97	31%

Exhibit 2.5 provides analysis of this data in terms annual volumes, and the minimum, average, and maximum rates of service demand that occurred. These alternative rates served as the baseline from which the Consultant Team and City discussed which rates seems most logical to use to forecast jail-bed needs.

Exhibit 2.5: Jail Service Demand Data Analysis

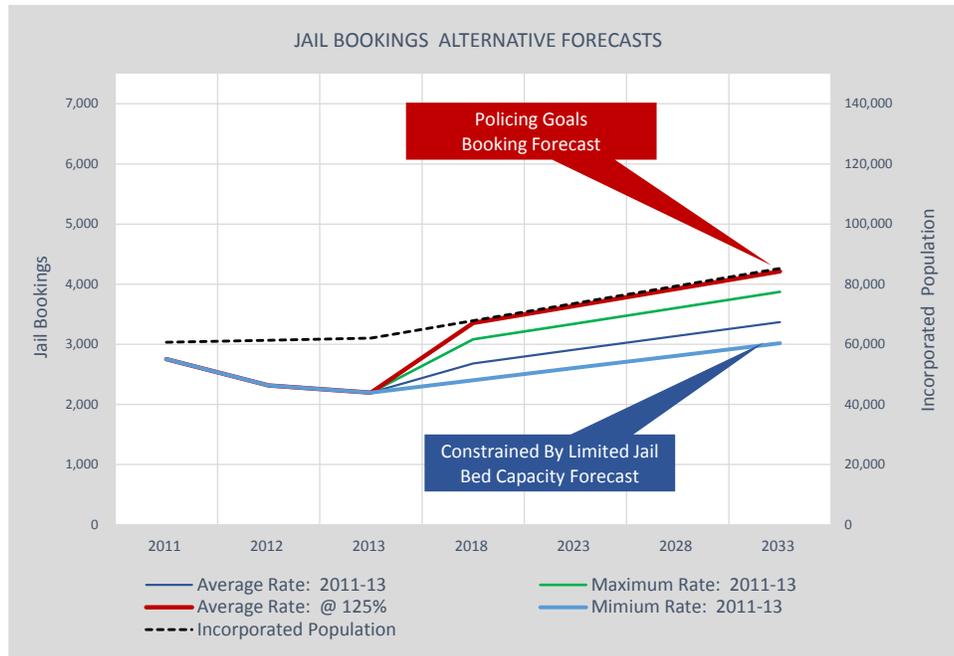
Criteria	2010	2011	2012	2013	
Total County Population	60,020	60,660	61,360	62,100	
Arrests Analysis					
Arrest Volume (includes cit	1,948	2,055	1,847	2,116	
Arrest Per 1,000 Population	32.46	33.88	30.10	34.07	
Minimum Rate	30.10	Average Rate	32.63	Maximum Rate	34.07
Jail Bookings Analysis					
Bookings Volume	2,475	2,754	2,317	2,198	
Bookings Per 1,000 Populati	41.24	45.40	37.76	35.39	
Minimum Rate	35.39	Average Rate	39.95	Maximum Rate	45.40
Average Daily Population Analysis - <i>Marysville Only</i>					
Average Daily Population	31	29	28	28	
ADP Per 1,000 Population	0.52	0.48	0.46	0.45	
Minimum Rate	0.45	Average Rate	0.48	Maximum Rate	0.52
Average Daily Population Analysis - <i>Marysville and Contracted Bed Facilities</i>					
Average Daily Population	49	48	45	50	
ADP Per 1,000 Population	0.82	0.79	0.73	0.81	
Minimum Rate	0.73	Average Rate	0.79	Maximum Rate	0.82
Average Length of Stay Analysis - <i>Marysville Jail Only</i>					
Average Length of Stay	4.57	3.84	4.41	4.65	
Minimum Rate	3.84	Average Rate	4.37	Maximum Rate	4.65
Average Length of Stay Analysis - <i>Marysville and Other Contracted Bed Facilities</i>					
Average Length of Stay	7.23	6.38	7.04	8.35	
Minimum Rate	6.38	Average Rate	7.25	Maximum Rate	8.35

JAIL-BED NEEDS FORECAST

Jail Bookings Forecast

Exhibit 2.6 provides the alternative booking forecasts collectively developed by the Consultant Team and Jail Management staff. Four alternative projections were developed to provide a logical range of booking projections that could be expected to occur. The most conservative scenario applies the historical minimum rate of bookings per 1,000 population that occurred between 2010 thorough 2013, to the City's forecasted population. The next two mid-point forecasts apply the average and maximum historical rate of bookings per 1,000 population, while the most aggressive scenario applies 125% of the maximum bookings rate experienced during the stated timeframe.

Exhibit 2.6: Alternative Bookings Forecast



PROJECTIONS BASIS AND ALTERNATIVE FORECAST	Applied Historical Rate	HISTORICAL DATA			FORECASTS				ANALYSIS 2013-2035	
		2011	2012	2013	2018	2023	2028	2033	Net Chg.	% Change
Incorporated Population		60,660	61,360	62,100	67,893	73,686	79,479	85,272	23,172	37%
Alternative Jail Bookings										
Minimum Rate: 2010-13	35.39	2,754	2,317	2,198	2,403	2,608	2,813	3,018	820	37%
Average Rate: 2010-13	39.95	2,754	2,317	2,198	2,712	2,944	3,175	3,406	1,208	55%
Maximum Rate: 2010-13	45.40	2,754	2,317	2,198	3,082	3,345	3,608	3,871	1,673	76%
Average Rate: @ 125%	49.94	2,754	2,317	2,198	3,390	3,680	3,969	4,258	2,060	94%

After discussing these alternatives, the City choose to use most aggressive bookings forecast as part of the equation to estimate future jail-bed needs, because in large part, key police management believed that the overall booking rate has been somewhat suppressed, due to inadequate jail-bed capacity. Indeed, this supposition is in part substantiated by the fact that 5-7% of arrests were conducted on a cite and release basis, over the same historical timeframe analyzed. Further, in a group meeting with a large portion of the entire police department, most officers agreed they would be taking a more aggressive approach relative to booking arrestees if there were sufficient capacity within the prisoner booking and holding areas and full-time jail-beds in the housing units.

Jail-Bed Needs Forecast

The Consultant Team developed three alternative jail-bed forecasts that based solely on demand that would be generated by Marysville and which specifically excludes all other agencies that contract for bed space with the City. The intent of providing these alternative forecasts is to provide logical range of jail-bed demand that could occur, depending on how the City chooses to solve its jail-bed needs and its ability to provide capital and operational funding to meet forecasted demand.

Scenario 1 – Conservative Model: This forecast assumes that Marysville will continue to contract for beds with other agencies at the current rate. Therefore, to develop a projection on this basis, the Consultant Team applied the historical average daily jail population rate of 0.48 per 1,000 city-population (that was experienced between 2010 and 2013), to the City population forecast. The resulting figures for each forecast period were then adjusted to account for seasonal and daily booking peaking factors, and a 90% jail operational capacity factor. Combined, these processes resulted in a long-term (year 2033) need of 55 beds. Corresponding bed surpluses and deficits are provided on the bottom two lines of the matrix, using the number of physical beds that currently exist and the amount that would exist if the City were to be ACA compliant.

Exhibit 2.7: Alternative Bookings Forecast: Scenario 1 - Conservative Model

Assumes Marysville will continue to contract for a significant number of jail beds

PROJECTION CRITERIA	Applied Historic Rate	ACTUAL 2013	PROJECTIONS				ANALYSIS	
			2018	2023	2028	2033	Net Change	Percent Change
Primary Service Demand Generator								
Incorporated Population		62,100	67,893	73,686	79,479	85,272	23,172	37%
Jail Bed Projections								
ADP - Average Rate Per 1,000 Population 2010-13	0.48	28	32	35	38	41	12.5	45%
Account for Seasonal Peaking Factor	10%	3	3	4	4	4	1.3	45%
Account for Daily Peaking Factor	15%	5	5	6	6	7	2.1	45%
Subtotal		35	41	44	48	51	15.9	45%
Account for Operational/Seg. Needs @ 90% of Ops. Cap)	90%	4	4	4	4	4		
Total Forecasted Beds		39	44	48	51	55	16	41%
Forecasted Jail Bed Surplus/Deficit								
Existing Jail Capacity - Actual Beds		57	57	57	57	57	-	0%
ACA Rated Beds		35	35	35	35	35		
Jail Bed Surplus/Deficit - (based on physical capacity)		18	13	9	6	2	(16)	-88%
Jail Bed Surplus/Deficit - (based on ACA Standards)		(4)	(9)	(13)	(16)	(20)	(16)	400%

Scenario 2 – Midpoint Model: This forecast assumes that Marysville house *all* general population prisoners up to a maximum sentence of 90 days, and essentially cease contracting out for beds, except for medical/special needs prisoners. To develop a projection on this supposition, the Consultant Team applied the historical average daily jail population rate for all Marysville prisoners (that was experienced between 2010 and 2013), regardless of whether they were housed in the Marysville Jail or elsewhere (mainly the Snohomish County Jail), which was 0.79 per 1,000 city-population, to the City population forecast. Similar to Scenario 1, the resulting figures for each forecast period were then adjusted to account for seasonal and daily booking peaking factors, and a 90% jail operational capacity factor. Combined, these processes resulted in a long-term (year 2033) need of 91 beds, a figure which would result in a net deficit of 34 beds given the Jail's 57-bed physical capacity, and a deficit 56 beds, if the existing City operated the Jail within ACA standards.

Exhibit 2.8: Alternative Bookings Forecast – Scenario 2: Midpoint Model

Assumes Marysville will house all general population prisoners sentenced to 90 days or less and contract out only for medical/special needs prisoners

PROJECTION CRITERIA	Applied Historic Rate	ACTUAL	PROJECTIONS					ANALYSIS	
		2013	2018	2023	2028	2033	Net Change	Percent Change	
Primary Service Demand Generator									
Incorporated Population		62,100	67,893	73,686	79,479	85,272	23,172	37%	
Jail Bed Projections									
ADP - Average Rate Per 1,000 Pop 2010-13 (All Facilities)	0.79	50	53	58	63	67	16.8	34%	
Account for Seasonal Peaking Factor	10%	5	5	6	6	7	1.7	34%	
Account for Daily Peaking Factor	15%	8	9	10	10	11	2.8	34%	
Subtotal		64	68	73	79	85	21.3	34%	
Account for Operational/Seg. Needs @ 90% of Ops. Cap)	90%	6	6	6	6	6			
Total Forecasted Beds		70	74	80	85	91	21	30%	
Forecasted Jail Bed Surplus/Deficit									
Existing Jail Capacity - Actual Beds		57	57	57	57	57	-	0%	
ACA Rated Beds		35	35	35	35	35			
Jail Bed Surplus/Deficit - (based on physical capacity)		(13)	(17)	(23)	(28)	(34)	(21)	165%	
Jail Bed Surplus/Deficit - (based on ACA Standards)		(35)	(39)	(45)	(50)	(56)	(21)	61%	

Scenario 3 – Unconstrained Model: This forecast assumes that Marysville could develop a jail with sufficient capacity to house all general population prisoners up to a maximum sentence of 90 days and allow law enforcement to more aggressively arrest, book, and hold more suspected offenders that they otherwise would, if there was sufficient jail capacity. To develop this forecast, the Consultant Team: 1) first applied a booking rate equal to 125% of that experienced in year 2013 (49.94 per 1,000 population) to the City population forecast; 2) then applied the ALOS averaged for years 2010-13 (7.25 days per booking) to the resulting bookings forecast; and, 3) adjusted the resulting figures for each forecast period to account for seasonal and daily booking peaking factors, and a 90% jail operational capacity factor. Using this forecast methodology results in a long-term (year 2033) need of 113 beds, a figure which would result the net deficits shown on the two bottom-most lines of the matrix.

Exhibit 2.9: Alternative Bookings Forecast – Scenario 3: Unconstrained Model

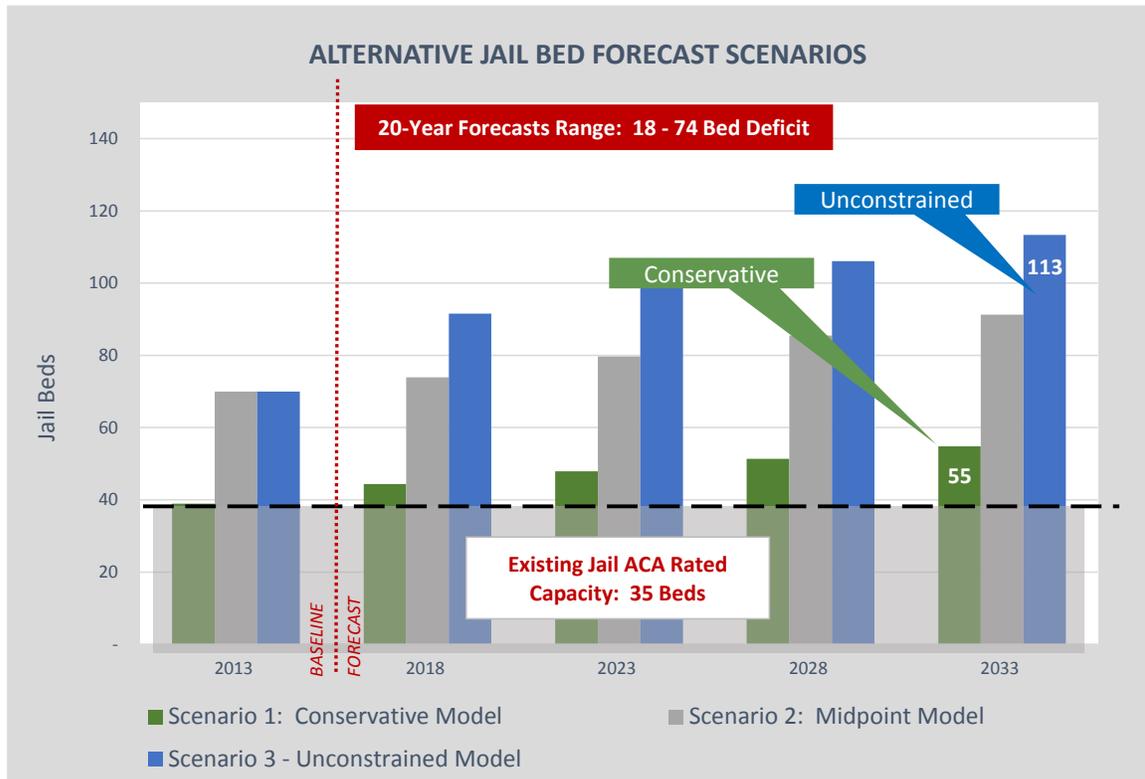
Applies year 125% of 2013 booking rate to city population forecast. Applies ALOS average of years 2010-13.

Assumes Marysville will house all general population prisoners sentenced to 90 days or less and contract out for medical/special needs prisoners

PROJECTION CRITERIA	Applied Historic Rate	ACTUAL	PROJECTIONS					ANALYSIS	
		2013	2018	2023	2028	2033	Net Change	Percent Change	
Primary Service Demand Generator									
Incorporated Population		62,100	67,893	73,686	79,479	85,272	23,172	37%	
Jail Bed Projections									
Year 2013 Booking Rate @ 125%	49.94	2,198	3,390	3,680	3,969	4,258	2,060	94%	
Average Length of Stay (average of years 2010-2013)	7.25	-	7.25	7.25	7.25	7.25			
Average Daily Population		50	67	73	79	85	34	68%	
Account for Seasonal Peaking Factor	10%	5	7	7	8	8	3.4	68%	
Account for Daily Peaking Factor	15%	8	11	12	13	14	5.7	68%	
Subtotal		64	85	92	100	107	43.4	68%	
Account for Operational/Seg. Needs @ 90% of Ops. Cap)	90%	6	6	6	6	6			
Total Forecasted Beds		70	92	99	106	113	43	62%	
Forecasted Jail Bed Surplus/Deficit									
Existing Jail Capacity - Actual Beds		57	57	57	57	57	-	0%	
ACA Rated Beds		35	35	35	35	35			
Jail Bed Surplus/Deficit - (based on physical capacity)		(13)	(35)	(42)	(49)	(56)	(43)	335%	
Jail Bed Surplus/Deficit - (based on ACA Standards)		(35)	(57)	(64)	(71)	(78)	(43)	124%	

Jail-Bed Forecast Summary Comparison: Based on the analyses, rationales, and methodology discussed above, Marysville should plan operating a municipal jail ranging from a minimum of 55 beds (if it were to continue contracting for beds from other agencies at the rate that it currently does) to a maximum of 113 beds if it were to house all general population prisoners, and essentially cease contracting out for all but those beds required for medical-related/special needs prisoners (Reference Exhibit 2.10).

Exhibit 2.10: Jail-Bed Forecasts Comparative Summary



POLICE DEPARTMENT HISTORICAL SERVICE DEMAND AND STAFF FORECAST

Current Conditions and Historical Trends Synopsis

As of year-end 2014, the Marysville Police Department (MPD) had a contingent of 72.5 budgeted staff (exclusive of 15 correctional officers), who were charged with providing public safety services for a city having 62,770 residents: figures which equate to a ratio of 1.09 staff per 1,000 city residents. This ratio is nearly half the rate experienced in 2009, prior to the Central Marysville Annexation, which resulted in a 70% increase in city residents, and only an 11% rise police staffing levels. However, over the same period, the rate of public initiated calls for service (PICFS) did not change commensurately with the large increase in population, as the areas involved in the annexation generated far less volume on a per capita basis. Regardless, despite budget constraints and reduced staff to population ratios, the MPD continues to provide adequate levels of service to Marysville.

Additionally, the MPD desires to continue intensifying its proactive policing efforts and apprehension of suspected offenders, including those suspected of lesser offenses, in an effort to hopefully reform those offenders, prior to them become more hardened criminals. Certainly, the City must have sufficient jail-bed capacity, if the MPD is to realize its goals moving forward.

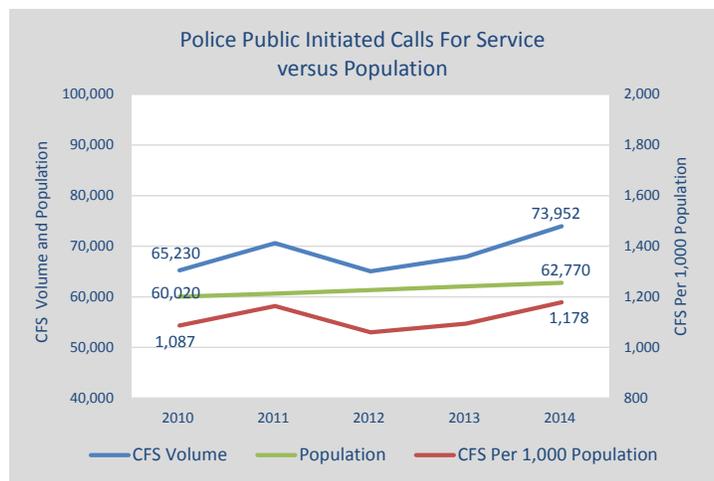
All police personnel, fleet, and associated equipment are housed at the Public Safety Building Grove Street site. Although parking is adequate, building space is severely overcrowded and is becoming increasingly dysfunctional –subjects which will be further addressed in Section 3.

Police Department Service Demand and Staff Levels – Historical Trends and Analysis

Police Calls for Service vs. Population Change: Exhibit 2.11 provides a five-year history of police service demand in terms of population levels, volume of public initiated calls for service, and corresponding rates of calls for service per 1,000 city-population. As shown:

- City population increased from 60,020 to 62,770 residents, which equates to a net growth of by 2,750 persons, or 5%.
- Meanwhile, public initiated calls for service (PICFS) increased nearly three times as fast, from 65,230 to 73,952, or by 13%. Correspondingly, the rate of PICFS per 1,000 city residents increased by 8%.

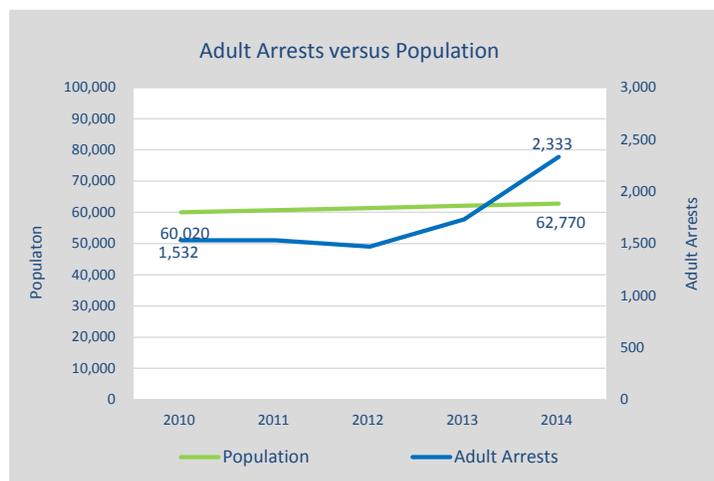
Exhibit 2.11: Historical Police Service Demand



Arrests versus Population: Exhibit 2.12 provides arrests and data relative to population change.

The chart shows that while the volume of annual adult arrests remained relatively flat between 2010 and 2012, arrests have been increasing at higher rates ever since. Last year alone, adult arrests increased by 35% compared to year 2013, and by 52%, or 801 more arrests annually, when compared to the volume of arrests that occurred in 2010.

Exhibit 2.12: Arrests vs. Population



Police Staffing Levels vs. Population and Calls for Service: Exhibit 2.13 provides a comparison of historical police staffing levels versus service demand. As shown, while city population increased five percent and PICFS increased 13%, police staff *decreased* from 74.5 to 72.5 positions, or by (3%). Correspondingly, the rate of police staff per 1,000 city residents decreased from 1.24 to 1.16, or by (7%), and the rate of police staff per 1,000 PICFS fell from 1.14 to 0.98.

Exhibit 2.13: Police Staffing Levels versus Service Demand

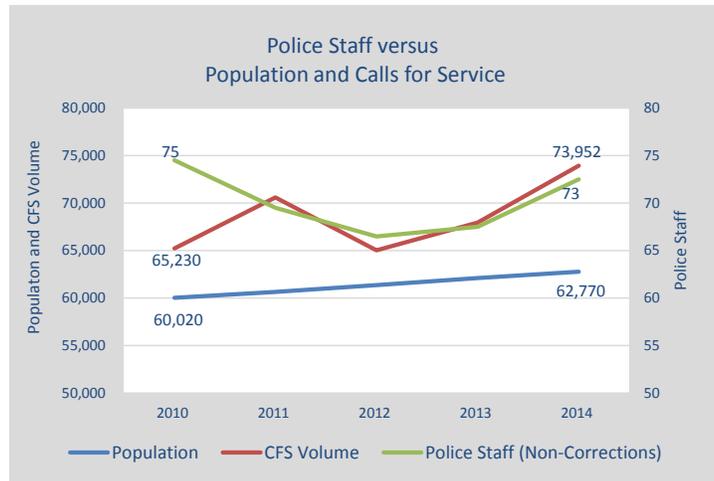


Exhibit 2.14 provides the detailed data used to generate the charts above.

Exhibit 2.14: Detailed Public Safety Historical Service Demand Data and Police Staffing Levels

CRITERIA	2010	2011	2012	2013	2014	ANALYSIS: 2010-14	
						Increase	Increase
Service Demand Drivers - General							
1 Total Incorporated Population	60,020	60,660	61,360	62,100	62,770	2,750	5%
2 Public Initiated Police Calls for Service							
a. CFS Volume	65,230	70,605	65,030	67,943	73,952	8,722	13%
b. CFS Per 1,000 Population	1,087	1,164	1,060	1,094	1,178	91	8%
3 Adult Arrests							
a. Arrests - Annual Volume	1,532	1,532	1,471	1,732	2,333	801	52%
b. Cite and Release ¹	138	150	108	134	119	(19)	-14%
c. Total Adjusted Arrests	1,670	1,682	1,579	1,866	2,452	782	47%
d. Arrest Only Per 1,000 Population	25.5	25.3	24.0	27.9	37.2	11.6	46%
Police Staff							
4 Total Staff	89.5	84.5	81.5	82.5	87.5	(2.0)	-2%
Non-Corrections Staff	74.5	69.5	66.5	67.5	72.5	(2.0)	-3%
Corrections Staff	15.0	15.0	15.0	15.0	15.0	0.0	0%
5 Non-Corrections Staff Per 1,000 Pop.	1.24	1.15	1.08	1.09	1.16	(0.09)	-7%
6 Non-Corrections Staff Per 1,000 CFS	1.14	0.98	1.02	0.99	0.98	(0.16)	-14%

¹ Year 2014 figure based on regression/trend line based on 2010-13 data.

Police Staffing Levels Comparison – Marysville versus Other Like-Sized Washington State Municipalities

Exhibit 2.15 provides a comparison of police staffing levels and corresponding rates of staff per 1,000 city residents served for all Washington State municipalities, ranging in size from between 60,000 and 100,000 persons.

Exhibit 2.15: Police Staffing Levels Comparison

County	Agency	Population	FULL-TIME STAFF			RATE PER 1,000 POPULATION		
			Comm.	Civilian	Total	Comm.	Civilian	Total
King	Renton Police Department	95,540	115	28	143	1.20	0.29	1.50
Yakima	Yakima Police Department	92,620	141	41	182	1.52	0.44	1.97
Spokane	Spokane Valley Police Department	91,490	98	1	99	1.07	0.01	1.08
King	Federal Way Police Department	89,720	119	27	146	1.33	0.30	1.63
Whatcom	Whatcom County Sheriff's Office	88,276	81	99	180	0.92	1.12	2.04
Yakima	Yakima County Sheriff's Office	86,360	54	33	87	0.63	0.38	1.01
Whatcom	Bellingham Police Department	82,391	107	47	154	1.30	0.57	1.87
King	Kirkland Police Department	81,730	97	35	132	1.19	0.43	1.62
Benton	Kennewick Police Department	76,410	93	14	107	1.22	0.18	1.40
King	Auburn Police Department	73,235	99	18	117	1.35	0.25	1.60
Franklin	Pasco Police Department	65,600	71	11	82	1.08	0.17	1.25
Snohomish	Marysville Police Department	62,100	58	10	68	0.93	0.16	1.09
Average		82,123	94	30	125	1.14	0.36	1.50
Mean		84,376	98	28	125	1.20	0.30	1.55
1 Std Dev		10,317	24	25	36	0.23	0.27	0.33

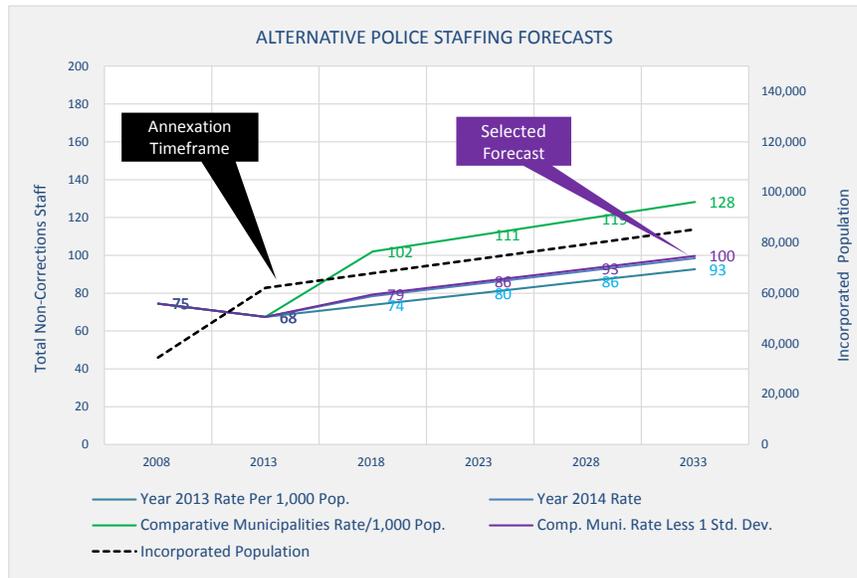
As shown, Marysville's police staffing levels rank at the bottom of the list, having a total staffing rate (exclusive of corrections staff) of 1.09 staff per 1,000 population, versus an average of 1.50 staff per 1,000 population for all other cities combined.

Conclusions: Clearly, when viewed over a five-year period, MPD staffing levels have not kept pace with increases in service demand in terms of base population served as well as increases PICFS. Yet, the MPD has been able to manage responding to substantial increases in calls for service and arresting more suspected offenders. Although these are positive performance figures, the most likely have come at the expense of the officers having less time to spend on proactive policing activities geared towards preventing crime in the first place (a major goal of the MPD). Further, MPD staffing levels fall well below other municipalities.

Police Department Staff Forecast

The Consultant Team developed four alternative forecasts to provide a logical perspective on what range of staffing levels that Marysville might expect over the next twenty years. As shown in Exhibit 2.16, Alternatives A and B apply the rate of staff that Marysville experienced in 2013 and 2014 to forecasted population, while Alternatives C and D apply two comparative municipality rates.

Exhibit 2.16: Alternative Police Staff Forecasts Comparison



PROJECTIONS BASIS AND ALTERNATIVE FORECAST	Applied Rates Per 1,000	HISTORICAL DATA		FORECASTS				ANALYSIS 2013-2035	
		2008	2013	2018	2023	2028	2033	Net Chg.	% Change
Incorporated Population		34,482	62,100	67,893	73,686	79,479	85,272	23,172	37%
Staff Forecast Scenarios									
Year 2013 Rate Per 1,000 Pop.	1.09	75	68	74	80	86	93	25	37%
Year 2014 Rate	1.16	75	68	78	85	92	98		
Comparative Municipalities Rate/1,000 Pop.	1.50	75	68	102	111	119	128	61	90%
Comp Municipalities Rate, Less 1 Standard Deviation	1.17	75	68	79	86	93	100	32	48%

The Consultant Team discussed these alternative forecasts with Police and City Management, who anticipate that the City should be able to afford funding a slightly higher level of staff versus population than it experienced in 2014. Consequently, it selected a staff population rate that was equal to one standard deviation below the comparative cities rate per 1,000 population. The Consultant Team then worked with Police management to develop a detailed staff plan for facilities programming purposes that is provided in Appendix A.

INTRODUCTION TO THIS REPORT SECTION

The purpose of this assessment is to evaluate the overall design and physical condition of the Marysville Public Safety Building (PSB) understand if the facility can be cost-effectively renovated and/or expanded to meet the long-term needs of the Police Department and Municipal Jail. The methodology used for our Team's the assessment included: a) review of available architectural and engineering drawings and other pertinent documentation associated with the project; and, b) conducting facility tours of the PSB and site with representatives from the Police Department, Facilities Management, and Building Maintenance staff, responsible for maintaining the building and engineering systems. This provided opportunity for our team to confirm our impressions of readily observable facility physical conditions, space utilization, and functionality of the PSB.

This section of the report is organized into the following subsections:

- Public Safety Building – Overview
- Site Analysis
- Building Construction Analysis
- Police Department Analysis
- Municipal Jail Analysis
- Fire Department Analysis
- Summary of Findings

PUBLIC SAFETY BUILDING– OVERVIEW



Space Allocation: The PSB envelops approximately 32,200 gross square feet (gsf) and was constructed in 1988 on an approximately 2.6 acre site, located at 1635 Grove Street, Marysville, Washington. The PSB houses the Police Department, Municipal Jail and Fire Department in a modest two-story building constructed with economical exterior finishes consisting of painted concrete block, cement plaster and metal panels (wall and roof), and standard commercial doors and windows. The design is reflective of the architectural style of the time; however, the exterior finish materials do not represent the quality that is typical of

an essential public safety facility designed for a long life expectancy. The space allocation and general configuration of the building consists of: a) Police Department space of approximately 9,760 gsf, which is located on the ground and second floors; b) Municipal Jail space of approximately 5,062 gsf, which is located nearly entirely on the second floor (with the vehicle sallyport and minor support areas located on the ground floor); and Fire Department space of approximately 10,365 gsf located on the ground and second floor.

General Building Layout and Renovation History Synopsis: The building's original design provided sufficient space for all three functions and logically located them within largely separate and self-contained security-zones, while yielding efficient operations. However, in reviewing the documents, it appears that the original design did take into account the potential for future growth, or changes in how the building's occupants would function. Consequently, as demand for space increased over time, the City carried out incremental (and

somewhat ad hoc) renovations and spatial rearrangement projects. Over time, this incremental approach has resulted in negatively impacting space utilization, building circulation, security, and operational efficiency.

The majority of these space needs have been generated by increased jail-bed demand and police staff increases. In response, the City undertook a number of projects which resulted in the original public entrance being relocated from the south to the east side of the building. This allowed the lobby and conference room to be reconfigured to provide additional space for the police, while also achieving greater spatial efficiency. The formal lobby was reduced significantly (which is now little more than a corridor) and a large conference room was eliminated. Additionally, the second floor courtroom was relocated to another building, which provided additional space to house Police Investigations staff. Property/Evidence storage capacity was increased by the construction of a separate dedicated evidence storage building on site.

The original design capacity of the Jail was 18 beds. Over the last several decades increased jail bookings and corresponding growth in the average daily and peak prisoner populations resulted in City increasing the Jail's capacity to 33 beds, by the time this Project Team conducted the 2003 Marysville Jail Expansion Study. Subsequently, the Jail was expanded to its current capacity of 57 beds. The increases were accomplished by integrating additional inmate beds into the existing cells and providing minor inmate support facility improvements, which included constructing one additional shower. These increases in bed capacity have well exceeded the original housing and support space design capacity, and have resulted in an extremely overcrowded facility that is not compliant with ACA (American Correctional Association) Standards (which are nationally recognized as the industry standard for jail design and best practice operations).

Conformance to Contemporary Nationally Recognized Standards and Practice: All recognize that the PSB was built over 25 years ago and the current building is overcrowded, aging, has security issues, and negatively impacts operational efficiency and staff morale. Further, there remain significant risk-management issues which should be addressed. Therefore, it was determined that the recommended space program and resulting design concepts should be in conformance with nationally recognized standards where applicable and industry-typical design practice and construction, yet within budget constraints, wherever possible. Additionally, any modifications to the existing facility or design of a new one should ensure overall operational efficiencies and improved staff safety.

Public Facility Concerns: The PSB is a very important civic facility and its image should be representative of Marysville's commitment to the safety of its citizens. Serious consideration should be given to updating the building's dated appearance to provide a more contemporary, inviting, and user-friendly, yet secure image to the public. The public entrance should be easily located, formal, and unthreatening. The public lobby should be appropriately sized to allow for visitor separation, acoustical privacy for communication with the police reception staff and areas for public waiting. The reception counter should include appropriate impact resistance glazing and designed to allow police staff visual surveillance of the lobby and associated public areas to assure staff and visitor safety.

SITE ANALYSIS

The Public Safety Building site is approximately 2.6 acres and provides adequate functional zoning separating public areas from the restricted police, jail, and fire department functions. The site has adequate signage that clearly defines the public parking and directs visitors to the public building entrance. The site has 134

spaces: 44 for public and/or staff; 18 for the Fire Department; 12 unsecured spaces for Police Fleet; and, 60 spaces for police fleet and staff located within a secure, fenced area.

Our observations and associated planning considerations for the site include the following:

- Public parking is located on the south side of the building fronting Grove Street and is accessed from Alder. The original public entrance for the building was also located on the south and provided public identification of the entrance. Currently, the entrance is located on the east side and requires signage to direct the public to the entrance. This parking area is also shared by staff because of the convenient location to the Police Department function and the limited staff parking areas on site.
- The security for staff and official vehicles that are required to park along the north side and west side of the building is restricted because the Fire Department apparatus access lane needs to remain accessible and unimpeded.
- The communication tower location will potentially limit building expansion options to the north and it may be beneficial or cost effective to relocate the communication tower if relocation improves the overall building operations.
- The chain link fencing with coiled razor wire that provides the security for enclosed police parking and the evidence storage should be replaced with a higher solid wall enclosure to provide visual and physical security, while mitigating any negative visual impact to the immediate neighborhood. Exterior low impact lighting fixtures and CCTV cameras that allow monitoring and recording of the entire parking area should be incorporated into the security design.

BUILDING CONSTRUCTION ANALYSIS

The Public Safety Building general construction framing systems includes the following:

- Standard reinforced concrete footings, foundation walls, and ground floor concrete floor slabs with slab thicknesses and reinforcement depending on location.
- Structural systems vary throughout the building and include combinations of reinforced concrete block pilasters, steel columns, wood glulam beams, engineered wood trusses, concrete core plank and wood or reinforced concrete block bearing walls.
- Wood frame and reinforced concrete block are used for exterior walls, interior structural bearing walls and non-bearing interior partitions.
- Glulam beams, engineered wood trusses, and plywood decks are used for the second floor and roof framing system.
- Structural precast concrete core planks are used for the jail second floor framing system that also provides the necessary security barrier. Precast concrete core planks are also used at the jail ceilings for the security barrier and abuse-resistant finish.

The exterior architectural finishes include painted concrete block, painted cement plaster at the front arches and recessed window trim, architectural metal panels used for second story walls, fascia panels, and roofing system. Commercial quality aluminum and glass storefront system is at the public entrance for the building and standard hollow metal door and aluminum window systems are used for the other standard openings. Detention quality doors and glazing are used at the municipal jail location for security. The mechanical system

consists of numerous rooftop package units with gas heat and air conditioning. This system includes rooftop package units that are dated and will require replacement and efficiency upgrades. The rooftop package units are grouped together in a dedicated recessed roof well located above the jail on the west side of the buildings at the approximate center of the complex, thus allowing efficient distribution of the mechanical heating and cooling ducts. The roof mechanical well includes a topping slab over the wood structure for durability and the well is accessed by an interior ladder located in the central staff stairway.

Our Team's specific findings relative to the PSB's construction methods and materials are:

- The PSB was constructed in accordance with the Washington State Building Code and Marysville Municipal Zoning Code that were in effect at the time of the construction.
- Structural analysis determined seismic upgrades to the building will be required for compliance with the current seismic code. Police and Fire Stations are considered "essential facilities" by the building code and require a high level of seismic bracing that allow for continued operation after significant seismic events.
- The building is classified as a combustible building based on the wood construction for the wall and roof structural systems. This classification will have significant impact on the ability to expand the jail and the cost associated with the security upgrades because of the wood construction.
- Jail security operations restrict prisoner free movement within the security perimeter of the jail. All security door locking and unlocking functions are remotely operated from a central location currently outside of the Jail. The jail occupancy type established by code restricts the maximum size of the jail based on fire-life-safety compliance factors for the building that include automatic fire sprinklers, construction material fire resistance ratings, property yards sizes, building setbacks from adjacent property boundaries and buildings, etc. Code analyses determining the maximum size of Jail that can be constructed within the existing building is included in another section of this report.
- The general construction of the jail portion of the building consists of reinforced concrete block walls and precast concrete core planks used at the floor and ceiling for the high-level security perimeter. These construction materials provide the fire resistive construction and abuse resistant finishes needed for the Jail.
- The structural drawings identify a number of reinforced concrete block bearing walls on the ground floor (Police Department) that are supporting the second floor precast concrete core planks for the jail. It would be cost prohibitive to remove and replace these structural walls with another support system. This condition limits the flexibility for planning in those ground floor areas because the bearing walls will need to remain. The concrete block walls and precast core plank ceiling in portions of the jail has the potential to be removed for increased planning flexibility. However, the specific walls and ceiling locations will need to be identified after a complete structural analysis.
- The roof mechanical well appears to use the jail precast core plank ceiling as the structural deck supporting the equipment. The second floor bearing walls and other supporting structure would need to remain, limiting planning flexibility in that area.
- The building exterior envelope does not comply with current energy codes for energy efficient construction. Increased wall and roof insulation and other energy efficiency measures that are based on a complete energy audit are recommended.

- Roof mounted HVAC equipment consist of a number of heating and cooling units that are of different ages and various manufactures. Several were reported to be near the end of their expected service life and will soon need to be replaced.
- The mechanical system for the building should be fully analyzed and system upgraded with contemporary high-energy efficient equipment and controls that provide overall operational cost savings. The mechanical system design will be dependent on the size and complexity of the building renovation and/or expansion concept that is selected.
- The building does not fully comply with current Americans with Disabilities Act (ADA) requirements and upgrades will be required during the building improvements.

POLICE DEPARTMENT FACILITIES ANALYSIS

The original floor layout design for police space provided appropriately sized spaces that met the needs of the department at the time the building was constructed. All essential police department functions were logically arranged and located within a contiguous and dedicated secure zone, functionally designed to provide suitable intradepartmental adjacencies, yielding efficient movement of staff, materials, and equipment. The design and resulting construction provided sufficient acoustical separation for confidentiality, and appropriate security zoning to allow police staff to operate within a secure environment while adequately serving the public via a public counter and lobby located outside of the staff-secure zone. The original design also provided the essential facility components typically found in police facilities during that era for contemporary police department operational concepts.

Since that time however, the City's population continued to grow and a more recent large annexation resulted in the need for the Police to increase staffing levels well beyond the building's design capacity. Further, Police operations and service delivery methods continued to evolve creating new functions, which combined required new types of spaces never envisioned by the original designers. As a result, the City carried out a number of incremental relocation, rearrangement, and renovation projects. The most notable included: a) relocating the courtroom to another building which provided much needed space for the Police; and, b) the reassignment and rearrangement of other spaces for Police use, including significantly reducing the public lobby area, can converting conference room spaces office and general work areas. Combined, these projects resulted in degrading the original floor layout, resulting in a confusing and cramped floor layout, and compromising intradepartmental adjacencies, inefficient circulation, as well as reduced physical interface and communication within the police portion of the facility.

More specifically, the findings of our Team's general assessment of police space are:

- The Police Department internal plan layout is poorly configured with undersized and insufficient work and support spaces.
- The work environment consists of dated interior architectural finishes and casework that will require upgrade.
- The original clarity of the internal department circulation has been compromised over time because of the numerous renovations and now is very confusing to visitors.
- Structural bearing walls supporting the second floor jail security construction will limit the flexibility to expand police departmental spaces.

- There is one elevator for the building and it is currently used by staff, public, and police escorting prisoners to the jail.
- The public lobby for the Police Department is small and does not provide the functional areas needed for visitor waiting or separations allowing visitors to have private communication with police reception staff.
- Interview room at the lobby does not provide the acoustical privacy important for police interviews.
- The public lobby at the elevator and stairway to the second floor is isolated and cannot be observed directly by staff.
- The number of police interview rooms and detainee holding rooms appear to be minimal and should be confirmed for adequacy.
- The current building design does not provide the level of security necessary for the secure police operations.

MUNICIPAL JAIL ANALYSIS

The Municipal Jail was designed as an 18-bed holding facility for pre-trial and sentenced prisoners, with a maximum length of stay of 30 days. The design consisted of seven multi-occupant cells of two sizes that accommodated two prisoners each in the five smaller cells and four prisoners each in the two larger cells. The configuration of cells provided for separation of prisoner classification for sleeping purposes, but they boarder a single large dayroom which must be used by all prisoners. Therefore, Jail staff seeks to maintain reasonable levels of segregation by assigning dayroom use on a scheduled basis, based primarily on security concerns for staff and prisoners. The jail does have exterior windows, but does have a single skylight located above dayroom providing prisoners access to some natural daylighting. The skylight includes security wire mesh screening at the ceiling security perimeter.

The jail security construction includes reinforced concrete block walls, precast concrete (core plank) floor, and ceiling system providing a high quality security perimeter. The security design incorporates detention grade components for prisoner accessible areas that include furniture, doors and interior window systems, electrical lighting fixtures, combination toilet/lavatory fixtures, mirrors, shower units, etc. Construction materials and room finishes are abuse-resistant and standard for jail construction. The security level based on construction type is considered medium security for the housing unit, holding cells, and associated areas within the defined jail security perimeter. The intake/booking, adjacent support areas, and prisoner corridor system to and from the vehicle sallyport elevator is considered lower security construction, and consist of special wood-framed security walls and ceilings. The overall level of security is appropriate for the classification of prisoners that are booked, sentenced, and housed in the facility.

Since the original building was occupied, the City increased the Jail's capacity to 57 beds, and increased the maximum length of stay up to 90 days. These changes were accommodated by increasing the number of beds in the seven dormitory cells, yet due to the constraints of the physical plant, prisoner program and support spaces were not expanded. While it is apparent that jail staff provide appropriate levels of management for maintaining a safe and secure environment for prisoners, having to operate a jail that functions well in excess of its original design capacity continually challenges staff.

Our Team's general assessment findings relative to the Jail are:

- There is limited ability for correction officers to adequately separate prisoners because of the limited number of cells and single dayroom.
- The jail does not have dedicated program space or interview rooms, which results in these activities having to be performed in the dayroom.
- Since a single dayroom is shared between all prisoner classifications, it limits dayroom use to a single classification at any one time, negatively impacting flexibility to conduct special programming or activities that should otherwise occur concurrently for different classifications.
- Jail finishes reflect constant use and abuse expected from prisoners and expected for secure environments. The existing finishes and fixtures should be further assessed and upgraded to assure a normative environment is maintained within the limitations of the facility.
- The security perimeter provides the greatest security level for the housing units and associated spaces (visitation, original dispatch, holding cells, etc.) as defined in the drawings. The intake/booking and secure corridor from the vehicle sallyport elevator is a different construction type that uses wood structure and would be considered a lower security level.
- Expansion of the jail beyond the current noncombustible secure construction located within the existing security perimeter would be compromised by the combustible wood construction that is typical for the remainder of the second floor.
- The location of the interior stairways limits planning flexibility for jail expansion concepts for the second floor. Operational concerns include establishing code enclosed building exiting paths that are required for jail occupancy types, creating appropriate zoning for jail functions while maintaining the existing internal staff stair that also provides access to the current video court, and assuring staff have unobstructed sightlines into jail housing expansion concepts.
- During a fire emergency requiring evacuation of the Jail, there is no defined secure area of refuge on site for prisoner evacuation.
- Security cameras are provided throughout the facility and allow monitoring of the vehicle sallyport, elevator, prisoner circulation corridors, dayroom, visitation area and building exteriors. The cameras are monitored at both the Booking desk and Control Station for the jail in the police office area.
- The security perimeter doors are controlled from a touchscreen control panel at the staff station in the police office area. The doors are high security doors with detention quality hardware conforming to the security level requirements for the jail.
- The jail does not have a secure outdoor recreation area that would provide prisoner limited exercise opportunity and access to the exterior environment.

FIRE DEPARTMENT ANALYSIS

The Fire Department is housed in the northern portion of the building and occupies contiguous and dedicated space on the ground and second floors. The operation is separately zoned from all other functions located in the building. The ground floor fire components include staff dormitories with lockers and adjacent shared toilet/shower rooms, and are located separately from the administrative and training functions to minimize noise and what otherwise would be unnecessary intrusion. No dormitory areas include space for the Fire

Chief, a large training room, offices, and other lesser support space. The second floor is dedicated to general activity areas and includes: the dayroom, kitchen, exercise, offices, and support. All fire functions have convenient and direct access into the large four fire apparatus and equipment support bays. In addition, a separate hose tower also appears to be designed to function as a training tower.

Our Team's general assessment findings relative to the space occupied by the Fire Department are:

- This area of the facility has been constructed with concrete block exterior walls and interior perimeter separation walls between other functions. Wood structural framing is used for the interior floor systems and interior bearing (shear) walls and partitions. The roof system includes a combination of glulam beams supported by steel pipe columns at the apparatus bays, and wood bearing walls elsewhere supporting wood trusses with plywood deck.
- The work and general living environment consists of light commercial quality construction with dated interior architectural finishes and casework that will require upgrading.
- The fire apparatus bays are in excellent condition and appear to be well maintained and very functional.
- Ceiling tile in numerous locations show previous water damage that has been repaired; the damaged finishes need to be replaced or refinished.
- Structural wood bearing wall supporting the second floor and roof construction limit the flexibility for renovation that reorganizes the spaces to accommodate other departments or functions.

SUMMARY OF FINDINGS

As initially occupied in 1988, the Public Safety Building was designed and constructed to appropriately house and accommodate the functional and operational space requirements needed for the Police Department, Jail, and Fire Department at that time. However, the building design and resulting construction did not include provisions for future expansion. This is most apparent for the Jail where high security non-combustible concrete construction was used for the jail perimeter but then transitioned to combustible wood construction for the remainder of the building. Expanding the jail perimeter would be difficult and expensive because of lack of the appropriate security construction. Also, Police Department expansions over the years required encroachment into adjacent tenant spaces or to other floors compromising efficiency and security of the police operation.

Therefore, our facility assessment findings include the following items that that may influence project development decisions moving forward.

- The Public Safety Building incorporates different structural framing systems with the majority being combustible wood construction that limits the buildings expansion potential and design flexibility.
- The building structural design includes a number of significant structural reinforced concrete block or wood bearing walls. The structural bearing walls are cost prohibitive to remove and will compromise the planning concepts developed for the departments.
- The building construction does not comply with current energy codes and a complete energy audit is recommended to determine appropriate energy efficiency improvements for the project.

- Mechanical, electrical and security systems will need to be further assessed based on the potential recommended expansion concepts and the current systems will require significant upgrades to comply with current energy codes and address the new project security requirements.
- The existing Police Department space was found to be significantly undersized for the current police operations and the building wall construction does not provide the appropriate level of security needed for staff safety. The overall efficiency of the internal planning has been compromised over the years with the numerous renovations needed to accommodate additional staffing due to departmental growth. Staff workspaces and support areas are undersized and have insufficient quantities for the operation. Interior office and support area architectural finishes are dated and the overall interior environment requires refurbishment. The Police Department space, although functioning, does not comply with recognized national police standards.
- The Municipal Jail is inadequately sized for the number of inmates and classifications currently housed in the secure detention facility. Jail construction security level is appropriate within the concrete and masonry security perimeter that only incorporates the inmate housing units and limited inmate support areas. The intake/booking area and the secure inmate circulation corridor that leads to the elevator serving the vehicle sallyport is lower security construction.
- Police and corrections staff are responsible for security during the booking process and when escorting in-custody prisoners to and from the vehicle sallyport.
- The current jail operation does not comply with ACA standards (though not mandatory) in terms of jail cell bed capacities versus size, ability to adequately separate prisoners, provide outdoor recreation space, and prisoner programming that are typically found in contemporary designed and constructed jails.
- During the facility assessment and concept development process, our Project Team was directed to assume that the Fire Department would be relocated to another site and that the vacated space would be repurposed for use in the new project.
- Consideration should be given for constructing a new Jail building based on the new jail space requirements and the potential costs for upgrading the existing Public Safety Building's construction and security.



PSB – View from Public Parking



Limited Police Vehicle Parking Area adjacent to Police Entrance



Secure Police Parking Fence not compatible with neighborhood



Roof Mechanical Equipment



Property Storage Annex Building/
Secure Police Parking



Fire Equipment Bay



Fire Equipment Bay



Inadequate Public Lobby



Public Reception Security Window



Police Department Inadequate Workstation



Fire Station Conference Room



Fire Station Living Room



Fire Station Sleeping Room



Police Department Small Office



Record Storage



Police Department Workstations



Police Department Detective Workstation



Armory



Police Department Interview Room



Property Storage Annex Building/
Secure Police Parking



Police Department Property Storage



Jail Inmate Dormitory



Jail Inmate Dayroom



Jail Property Storage

INTRODUCTION TO THIS REPORT SECTION

Overview to this Section: This section of the report provides: a) an explanation the Consultant Teams facility programming methodology and terms typically used in the architectural industry to define different types of building space; and, b) the building space and site programs developed to meet the projected operational, functional, staffing, jail-bed capacity and fleet needs of the Municipal Jail and Police Department through year 2033.

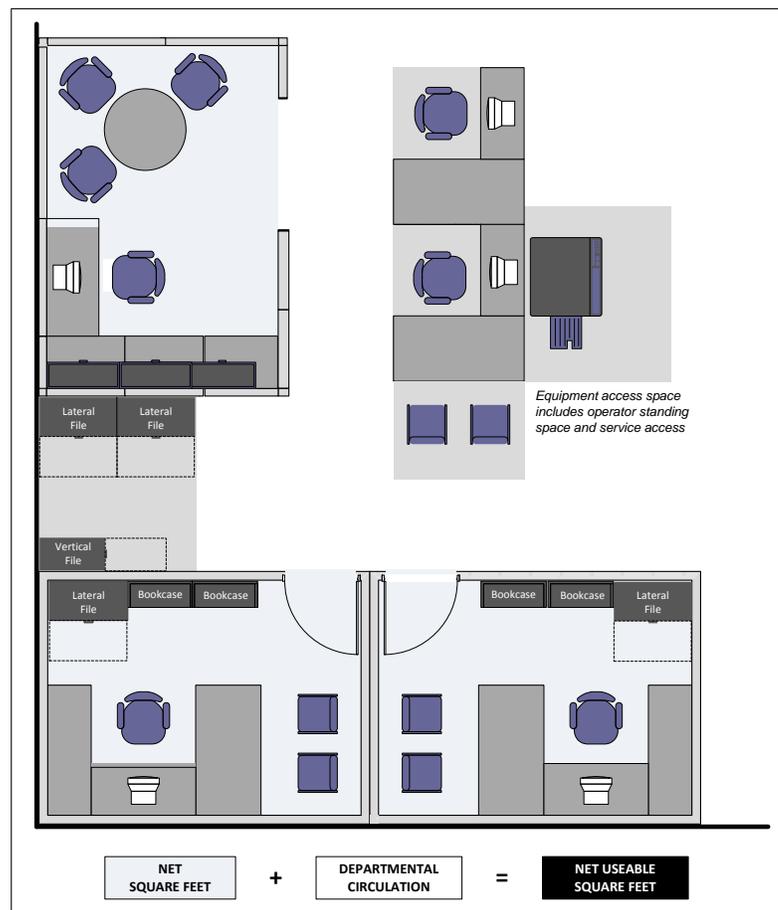
Building Space Program Conformance to Industry Standards and Guidelines: The Consultant Team developed a specific building space program, which was based on the projected prisoner bed capacities for the jail and detailed staffing plan provided in Appendix A. Although all applicable square footages quantifying detention space comply with the American Correctional Association (ACA) facility planning standards, at the direction of the City, certain exceptions have been made, relative to the types of components that by standard should be included within the Jail, namely, the exclusion of outdoor recreation space. Although no definitive nationally recognized building space allocation standards exist for Police facilities, be it from the International Association of Chiefs of Police or other organizations, the building space standards used in planning for Police Department space are typical of contemporary industry practice, and have been based on this Consultant-Team's experience with having programmed over 40 law enforcement facilities nationwide.

BUILDING SPACE TERMINOLOGY AND DEFINITIONS

Net square feet, new useable square feet, and gross square feet are commonly used terms in the architectural industry to categorize, define, and assign building space.

Net Square Feet (NSF): NSF is a measure of space that includes the actual footprint of an enclosed office, open workstation, piece of furniture or equipment, and other non-code required interior design elements (e.g. plants, decorative items). NSF also includes the space required for equipment usage and servicing. For example, the NSF measurement for a file cabinet would include the footprint of the file cabinet, space to accommodate extending its drawers, and standing space for the user to open the equipment.

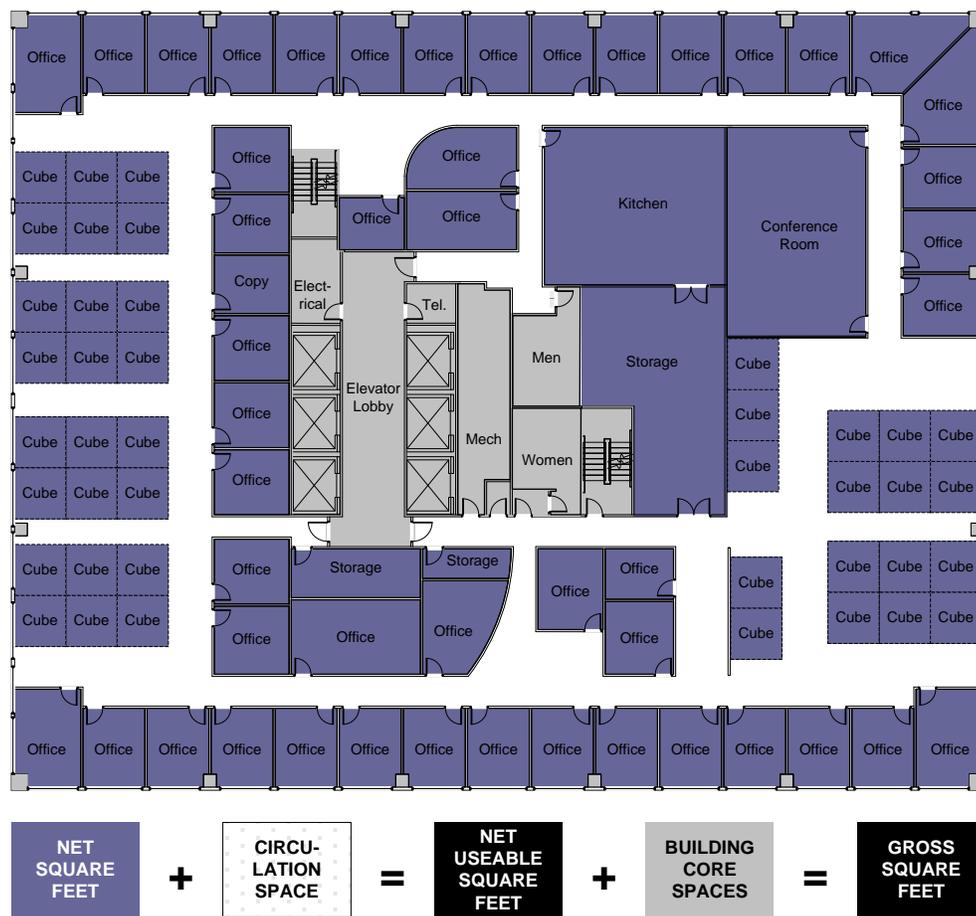
Net Useable Square Feet (NUSF): NUSF includes all space that is assignable to, and occupiable by a given organization or function. NUSF consists of all net square footage (NSF) requirements plus



all partitions, walls (except when abutting a code-required corridor), and other areas that are specifically designed house and/or or be accessed by occupants of an area. NUSF also includes all required circulation space for the movement of people, materials, and equipment within occupiable/departmental space. For general office areas, departmental circulation space typically ranges between 20-35% of the total net useable square footage, depending on the mix of enclosed offices, systems furniture, open conventional workstations, and common area free-standing equipment. In the case of certain specialized areas (detention facilities for example), circulation space may range up to 50% of the total net useable square footage.

Gross Square Feet (GSF): GSF is the measure of total space of a building. Therefore, in addition to net useable square feet, GSF also contains all non-occupiable space, such as: all exterior walls; code required corridors and associated walls; stairwells; elevators; public lobbies and foyers; public restrooms; atriums; columns; and, any floor penetrations required to support building infrastructure. Combined, these non-occupiable areas are commonly referred to as building “gross-up” space. Specifically within jail detention areas, gross square footage also includes: a) the air space over dayrooms in housing units with mezzanine levels; b) internal circulation allowances within housing units and within specific special purpose rooms or area; c) and, movement among multiple areas and/or rooms within an individual program component.

Exhibit 3.1: Building Space Type Determination Diagram



Net-to-Gross Ratio: The ratio between a building’s total NUSF and GSF is often referred to as the “net-to-gross ratio.” For example, a building enveloping 100,000 GSF containing 75,000 NUSF yields a net to gross ratio of 0.75/1.00 (75,000 NUSF divided by 100,000 GSF). Net-to-gross ratios can vary significantly among building types –from as low as 0.65/1.00 in a federal courthouse, to 0.75:1.00 in a standard office building; to 0.85/1.00 or higher in a warehouse facility.

Space Programming Process

The Project Team used the following processes to generate the building space program:

- Determine departmental/functional area net useable square footage requirements¹: For each major area within the facility, these space requirements were developed by:
 - *Determining workstation space requirements:* All workstation requirements were determined by multiplying the quantity of personnel for each function by the specific square footage workstation standard allocated per staff classification.
 - *Determining “special use” area (e.g. public counters, conference space, staff locker space, property evidence, detention living areas, detention cells, prisoner program areas, etc.) space requirements:* The Consultant Team sized each of these unique areas based on its analysis of: existing and anticipated operations; activities and tasks that would be performed within that space; user volumes, and for certain types of detention space, ACA standards where applicable and feasible to incorporate per the City’s direction.
 - *Determining open/common shared office equipment space requirements:* Open/common shared office equipment space (photocopiers, printers, files, etc.) were programmed for each functional area on an allowance basis, meaning that existing equipment inventory square footages were projected in relationship to forecasted staff (albeit at varying and diminishing rates to account economies-of-scale, evolving office automation, and the continuing digitization of hard copy files).
 - *Determining circulation requirements:* Circulation factors (in terms of a percentage) were applied to the square footage of each line item in the space program to assure room for adequate movement of people, materials, and equipment.
- Determine total building gross square footage: To determine total building space, a building “gross-up” factor was applied to the total net useable square footage to account for building core (mechanical, electrical, stairwells, elevators, etc.) code-required building exit corridors and other elements.

Jail Housing Pod Space Programming Determinants

The Consultant Team incorporated the following design and operational concepts into the development of the facilities program for the prisoner housing units:

- *Modern podular housing floor configurations:* Housing pods should incorporate contemporary modular/podular design concepts. This means that all prisoner cells/beds should be arranged around a common dayroom that serves the entire pod, and that all areas would be visible from a secure, self-contained housing control area, that would be located centrally on each housing floor. This central floor location would allow each housing control area to manage multiple housing pods.

¹ See next report subsection for definitions and illustrations of building space types.

Podular design typically yields: a) more efficient staff to housed prisoner ratios; b) reasonable degrees of operational flexibility in program delivery methods; c) increased ease in segregating prisoner populations; and, d) unimpaired lines of sight between housing control and most housing and program areas, which in turn improves the security of prisoners and staff. Components in direct line of sight should include at a minimum: all cell doors, dayrooms, showers, and outdoor recreation areas.

- *ACA Standards Conformance:* Whenever feasible and not in conflict with Jail Management goals and philosophy, the Consultant Team strived to meet ACA facility planning and building space standards. The two major primary areas in which the building space program and design do not comply are that: a) outdoor recreation space has not been provided for prisoners, and all jail cells contain only a minimum of 70 NSF of floor space, as opposed to 90 NSF per ACA Standards, assuming double-occupancy. However, the dayroom sizing in each housing unit does comply with ACA square footage standards.
- *Comply with ADA standards and principles:* As such, each housing pod (excluding dormitories) will contain at least an ADA accessible cell of no less than 90 square feet.
- *Minimize the need for expensive security technologies:* Properly designing the floor layouts of housing pods, by devoting particular attention to the size and arrangement of specific areas, sight lines to and from them, and distances that staff must traverse to attend to prisoner activities and incidences that would occur within the pod, should facilitate prisoner supervision and mitigate the need for expensive electronic security technologies.
- *Prisoner Service and Programming Delivery Points:* Providing services and programs to prisoners in their housing units will reduce vertical circulation and prisoner escort/observation requirements. Therefore, each housing unit should include a dedicated dayroom, and multi-purpose program room.

Building Space Programs

Caveats: It is important to note that the building space programs provided below document actual building space needs, and in a sense define the architectural problem that must be solved during the design process. Consequently, the actual resulting square footages for some spaces may differ from that delineated in the building space programs below.

Jail Space: Exhibit 3.2 provides a summary of the detailed jail building space program provided in Appendix B. This program is based on providing the City with the ability to accommodate a minimum 64-single bed cells and/or double bunking any number of cells up to 128 beds. These capacities are based on developing eight housing units containing eight cells each. As a result, under either a single or double-bed cell scenario, each of these schemes slightly exceeds the range of projected bed need forecast alternatives documented in Section 2, because of the practicalities and cost-effectiveness of associated having design uniformity among housing units.

As shown in Exhibit 3.2, 25,133 net useable square feet would be required to accommodate all functional area building space needs, that would require a total building envelope of 28,902 building gross square feet, given an estimated net-to-gross ratio of 0.87:1.00. These figures equate to 452 gross square feet per bed, assuming a 64-bed scenario, and 226 gross square feet per bed, assuming a 128-bed maximum capacity facility.

Exhibit 3.2: Jail Space Building Program

Component Number and Description	Staff	Beds	NUSF
2.0 Jail			
2.1 Public Areas (common with Police Facility)	<i>Ref. Police Program; Comp 1.1</i>		
2.2 Jail Administration	5		825
2.3 Staff Support (accommodated within Police Facility)	<i>Ref. Police Program; Comp 1.2</i>		
2.4 Video Arraignment	-		653
2.5 Prisoner Housing (subtotal from below)	15		15,480
2.5.1 Single Bed Housing Unit - Multipurpose			
Unit A: 8 Beds	-	8	1,935
Unit B: 8 Beds	-	8	1,935
Unit C: 8 Beds	-	8	1,935
Unit D: 8 Beds	-	8	1,935
Unit E: 8 Beds	-	8	1,935
Unit F: 8 Beds	-	8	1,935
Unit G: 8 Beds	-	8	1,935
Unit H: 8 Beds	-	8	1,935
2.6 Prisoner Intake/Transfer/Release	-	-	4,396
2.7 Central Control	5	-	468
2.8 Inmate Programs (subtotal from below)			1,820
2.8.1 Visitation	-	-	702
2.8.2 Prisoner Programs	1	-	572
2.9 Medical Services	1	-	545
2.10 Inmate Services (subtotal from below)			1,490
2.10.1 Food Service	-	-	729
2.10.2 Laundry Service	-	-	761
Totals	27	64	25,133
Average Net Useable Square Feet Per Bed			393
Department Net-to-Gross			0.87
Total Estimated Gross Square Feet - Main Building			28,902
Average Gross Square Feet Per Bed (@ 64 beds)			452
Average Gross Square Feet Per Bed (@ 128 beds)			226

The detailed Jail Facility Building Space Program is provided in Appendix B.

Police Department Building Space Program Summary: Exhibit 3.3 provides a summary of the Police Department's 20-year space needs. As shown, net useable square footage requirements total 26,798 NUSF, and would require a building totaling 35,731 gross square feet, assuming an applied net-to-gross ratio of 0.75:1.00.

Exhibit 3.4: Police Department Building Space Program Summary

Component Number and Description	Staff	NUSF
1.0 POLICE		
1.1 Public Areas	-	3,433
1.2 Building Support	-	8,066
1.3 Office of the Chief	4	1,864
1.4 Operations Division	65	5,658
1.5 Administrative Division	14	3,773
1.6 Support Division	20	4,006
Totals	103	26,798
Average Net Useable Square Feet Per Person		260
Estimated Net-to-Gross Ratio		0.75
Total Estimated Gross Square Feet - Main Building		35,731
Average Gross Square Feet Per Person		347

The detailed Police Facility Building Space Program is provided in Appendix C.

Site Programs

Introduction: The Consultant Team has developed two site programs based on: the building space programs addressed above, parking requirements for public visitors, staff, and city fleet vehicle, necessary ancillary facility items, and allowances for building setbacks and landscaping. The Consultant Team developed separate site programs for the Jail and Police components, to provide sufficient information, should the City choose to develop either or both facilities on an alternative site. Exhibits 3.5-3.7 (shown on the following pages) provide the detailed site program information for each facility.

As shown, the new stand-alone Jail would require a minimum site of 1.96 acres, a stand-alone new Police Facility would require 3.59 acres, and a combined new facility would require a site of 4.86 acres to accommodate all necessary site components, including: the main building footprints, ancillary site facilities, all parking requirements, necessary site circulation, and allowances for building setbacks and landscaping. Note that a consolidated facility site would require 0.7-acre less than separate sites, due primarily to anticipated public parking requirements economies-of-scale.

Appendix D provides the detailed parking requirements for each facility that have been incorporated into the site programs below.

Exhibit 3.5: Stand-Alone Jail Site Program

Item	Space Standard	Square Footage	Comments/Assumptions
Primary Building(s):			
Gross Square Feet		28,902	
Number of Stories		2	Jail Housing Mezzanine only
Ground Level Building Footprint		26,609	
Total Enveloped Area		26,609	
Building Apron		6,993	Apron depth: 10'
Subtotal - Site Square Feet		33,602	
Ancillary Areas			
Vehicle Sallyport		800	Drive through two bays
Emergency Generator		300	
Garbage/Recycling		200	
Subtotal - Site SF Required		1,300	
Parking Requirements (Year 2035 requiremer			
	Spaces	Sq. Ft.	Assumes all surface parking
Public Public/Volunteer Parking Area	20	360	7,200
Official Vehicles/Staff Parking - Secure			
Staff Parking Area - Secure	16	360	5,760
Fleet - Sedans	4	360	1,440
Oversize Vehicles	2	720	1,440
Subtotal - Site Parking Requirements	42		15,840
Subtotal - Program Components			50,742
Non-Program Site Requirements			
Site Circulation @ 30%			15,222
Subtotal Program and Site Circulation			65,964
Landscaping and Setbacks			10,885
			2 x 3 rectangular site; 10' setback all sides
Total Site Requirements			
Total Square Footage			76,849
Total Acreage			1.76

Exhibit 3.6: Stand-Alone Police Facility Site Program

Item	Space Standard	Square Footage	Comments/Assumptions
Primary Building(s):			
Gross Square Feet		35,731	
Number of Stories		1	
Ground Level Building Footprint		35,731	
Enclosed Patio		800	
Total Enveloped Area		36,531	
Building Apron		8,124	Apron depth: 10'
Subtotal - Site Square Feet		44,655	
Ancillary Areas			
Large Property Evidence/Vehicle Processing		2,000	
Emergency Generator		300	
Garbage/Recycling		200	
Flex Area - Operations Staging		1,000	
Subtotal - Site SF Required		3,500	
Parking Requirements (Year 2035 requiremer			
	Spaces	Sq. Ft.	Assumes all surface parking
Public Public/Volunteer Parking Area	30	360	10,800 50% of public meeting room capacity
Official Vehicles/Staff Parking			
Staff Parking Area - Secure	74	360	26,771 Includes circ.; day/afternoon shift overlap
Take Home Cars	29	360	10,557 Includes circ.; day/afternoon shift overlap
Fleet - Sedans	30	360	10,703 Includes circ.; day/afternoon shift overlap
Oversize Vehicles	3	360	1,080 Includes circ.; day/afternoon shift overlap
Subtotal - Site Parking Requirements	166		59,911
Subtotal - Program Components			108,066
Non-Program Site Requirements			
Site Circulation @ 30%			32,420 Percentage of Total Program Components
Subtotal Program and Site Circulation			140,486
Landscaping and Setbacks			15,702 2 x 3 rectangular site; 10' setback all sides
Total Site Requirements			
Total Square Footage			156,188
Total Acreage			3.59

Exhibit 3.7: Combined Police and Jail Facility Site Program

Item	Space Standard	Square Footage	Comments/Assumptions
Primary Building(s):			
Gross Square Feet		64,633	
Number of Stories		2	Jail Housing Mezzanine only
Ground Level Building Footprint		62,340	
Enclosed Patio		800	
Total Enveloped Area		63,140	
Building Apron		10,555	Apron depth: 10'
Subtotal - Site Square Feet		73,695	
Ancillary Areas			
Large Property Evidence/Vehicle Processing		2,000	
Emergency Generator		300	
Garbage/Recycling		200	
Flex Area - Operations Staging		1,000	
Subtotal - Site SF Required		3,500	
Parking Requirements (Year 2035 requiremer			
	Spaces	Sq. Ft.	Assumes all surface parking
Public Public/Volunteer Parking Area	40	360	14,400 50% of public meeting room capacity
Official Vehicles/Staff Parking			
Staff Parking Area - Secure	90	360	32,531 Includes circ.; day/afternoon shift overlap
Take Home Cars	29	360	10,557 Includes circ.; day/afternoon shift overlap
Fleet - Sedans	34	360	12,143 Includes circ.; day/afternoon shift overlap
Oversize Vehicles	5	360	1,800 Includes circ.; day/afternoon shift overlap
Subtotal - Site Parking Requirements	198		71,431
Subtotal - Program Components			148,626
Non-Program Site Requirements			
Site Circulation @ 30%			44,588 Percentage of Total Program Components
Subtotal Program and Site Circulation			193,214
Landscaping and Setbacks			18,345 2 x 3 rectangular site; 10' setback all sides
Total Site Requirements			
Total Square Footage			211,559
Total Acreage			4.86

INTRODUCTION TO THIS REPORT SECTION

The intent of this section of the report is to describe two alternative plans for solving the long-term facilities needs of Maryville's Police Department and Municipal Jail, and to provide an associated conceptual cost estimates for each alternative. These alternative plans are:

- Develop an entirely new consolidated Public Safety Building that would: a) accommodate the 20-year projected staffing, operational, and facility needs of the Police Department; and b) house a new 64-bed base capacity jail that would have sufficient support space to accommodate a total capacity of 128 beds, if all cells were double-bunked.
- Expand and renovate the existing Public Safety Building, to meet the long-term needs of both functions as described above. A variant to this alternative would be to replace the Police Department with a new building also once the Jail portion is constructed.

BUILDING DESIGN CONCEPTS

The design concepts presented in this report are the result of a re-evaluation of the current Public Safety Buildings viability, assuming that the Fire Department would vacate the facility. The alternatives developed in the course of this review have been defined by the programmatic needs assessments developed for the Police Department and Jail services remaining on the site and tempered by an evaluation of the existing conditions of the current facilities available to house them. Diagrammatic plans were developed from the program needs assessment from which a descriptive cost model was developed to provide a basis of comparison.

Overview of Alternative Concepts

The two fundamental concepts are:

1. Development of a new Public Safety Facility on a new site: This plan would provide the city with an up-to-date facility to house the police department and jail services to meet the needs of the growing community. Besides meeting the current building code as well as the American Correctional Association (ACA) standards, the building would also meet the current energy standards established for the State of Washington, providing for a more sustainable future.
2. Expansion and renovation of the existing Public Safety Building: This plan would remove the current jail facility from the public safety building by providing a new adjacent building addition on the current site and allow for the expansion of the police department into the existing building spaces vacated by the jail and fire department. To accommodate the projected police department needs and adjust to the existing building's structural restrictions, three locations have been identified for additional expansion of the first floor plan as well. A variant of this alternative would be to phase the construction of the new building plant on the current site to provide a freestanding new facility while replacing the existing and expanding the site boundaries as necessary to accommodate the new programmatic needs.

The paramount plan goal is identical for both alternatives: to mitigate the overcrowded condition of the existing facility and provide additional jail bed revenues by increasing the Jail's capacity from 33 to 64/128 beds. This capacity would be sufficient to meet the projected 20-year jail bed forecast, based on the 90-day maximum length of stay space program. Because of the differences in the type of construction materials associated with the existing Public Safety Building, the ability to expand secure housing outside of the existing security perimeter is problematic and requires significant upgrades to the building construction, in order to conform to the requirements established by the Washington State Building code. Both of the alternatives

developed for this study are based on the construction of a new Jail rather than salvaging any portion of the existing Jail.

The operational and functional design efficiencies of this approach include:

- A new design would provide a fully integrated jail operation with all critical jail functions located within the security perimeter.
- Eight housing units designed with eight cells each and sized to allow the operational flexibility to accommodate either 8 single beds or up to 16 double beds depending on the classification of inmates. Housing unit support spaces (dayroom, showers, program room, etc.) are sized to accommodate the maximum 16 inmates and designed to current corrections space standards.
- The Central Control area would be strategically located to provide direct views into the prisoner housing units and main circulation corridor.
- A new drive through vehicle sallyport would provide direct access to the intake booking and release areas without the need for an elevator.
- The booking desk would provide clear views into all prisoner-holding cells and have easy access to records, property storage, and other booking functions.
- The video courtroom located in the facility would reduce the need for prisoner transport outside of the secure perimeter to another location.
- The design would be constructed with more adequately sized and equipped prisoner support facilities for Food Service, Laundry, and Programs directly adjacent to the housing units.

Alternative A – Develop Entirely New Public Safety Facility

The plan of the new Public Safety Facility would accommodate both the expanded Jail and Police program requirements in an efficient building footprint on a yet to be determined site, that ideally could be capable of handling future expansion needs, beyond the 20-year timeframe of this plan. Combining the two programs into a single complex provides the ability to achieve staffing efficiencies and police security backup during jail emergencies. The housing configuration planned for the proposed Jail portion would provide the ability to separate prisoner classifications as well.

As shown in exhibit 5.1 (next page), the plan is a single-story design housing the Police Department and Jail, separated by a security boundary but with both functions sharing a public lobby. The diagram is a schematic representation drawn approximately to scale of all the components defined in the functional program. The plan also illustrates recommended horizontal relationships and groupings of the individual departments along with other Public Service Building functions that would provide the efficiency of process needed for minimal staffing requirements and an economical jail operation. The diagram is representative of a prototypical plan which could be adapted to site conditions once a new site has been selected.

On the police side of the security boundary are spaces to accommodate the Office of the Chief, the Operations Division for Police Patrol activities, the Administration Division for records and public access, as well as the Support Division for detective investigations. Program support areas are provided as well for Property Storage as well as Staff Support such as locker/changing, training, meeting and break rooms. Common building mechanical, electrical and information technology support spaces along with staff and public restroom facilities

complete the list. A Community Meeting Room with kitchen/vending support has been shown adjacent to the shared Public Lobby for use by community groups.

Exhibit 5.1: Alternative A – New Public Safety Building (64/128 Jail-Bed Capacity)

The jail portion of the building is accessed through the security boundary with the shared lobby space with connections to Jail Administration, Visitation, and Intake-Release functions. The enclosed Vehicle Sallyport and a Video Courtroom are shown to have connections to Intake-Release as well. Intake-Release connects to a central corridor with access to inmate Medical and Program support spaces as well as the housing units. Eight Housing units for 8-16 inmates each are clustered around the central control area at the end of the central corridor for maximum staff monitoring and visibility. Housing support functions such as Food Service and Laundry access the central corridor as well. Also shown area dedicated Jail mechanical, electrical and information technology support areas.

Alternative B – Renovate and Expand Existing Public Safety Building

The alternative to utilize the existing Public Safety building for the expanded functional program was made possible with the relocation of the Fire Department to another facility and the ability to provide a freestanding Jail component on the existing site. The Police Department program would back-fill into the recently vacated fire department spaces and second floor Jail space once construction of the Jail component was completed. Due to the size of the projected Police functional program as well as existing structural restrictions, three other building addition locations were identified to support the program expansion.

As shown in Exhibit 5.2 (next page), the single-story plan for the new Jail component would be constructed as a separate building, adjacent to the north side of the existing Public Safety building and occupy the majority of the police parking area. Also indicated in this site plan are the proposed expanded areas of the existing building as well as additional visitor parking and drop-off drive to serve both buildings. A dedicated loading dock for service access to the jail food and laundry services has been provided on the west side of the new building. To accommodate the site vehicular and parking needs as defined by the program needs assessment, additional land would need to be acquired to the west and north of the existing site.

Detail plans for the jail shown in Exhibits 5.3 and 5.4 are drawn to scale, and include of all the components defined in the functional program. The Level One plan shows a dedicated public lobby space provided outside of the security boundary with sallyport access to Jail Administration, Visitation, and Intake-Release functions. The Video Courtroom is connected to non-contact Visitation as well for public/attorney access. Inmates have access to the Video Courtroom only through the secure holding area located off of the main Jail corridor. The enclosed Vehicle Sallyport directly connected to Intake-Release is located adjacent to 43rd Avenue with drive-thru access for prisoner transport and transfer. Intake-Release connects to a central corridor with access to inmate Medical and Program support spaces as well as the housing units. Eight Housing Units for 8-16 inmates each are clustered around the central control area at the end of the central corridor for maximum staff monitoring and visibility. The level two (tier) plan shows the double height dayroom spaces provided for each unit as well as the upper cell tier. Each Housing Unit is shown with a dedicated program room off of the central dayroom. Housing support functions such as Food Service and Laundry access the central corridor as well. Also shown area dedicated Jail mechanical, electrical and information technology support areas.

Exhibit 5.2: Alternative B – Expansion and Renovation Plan – Site Plan (64/128 Bed Capacity)

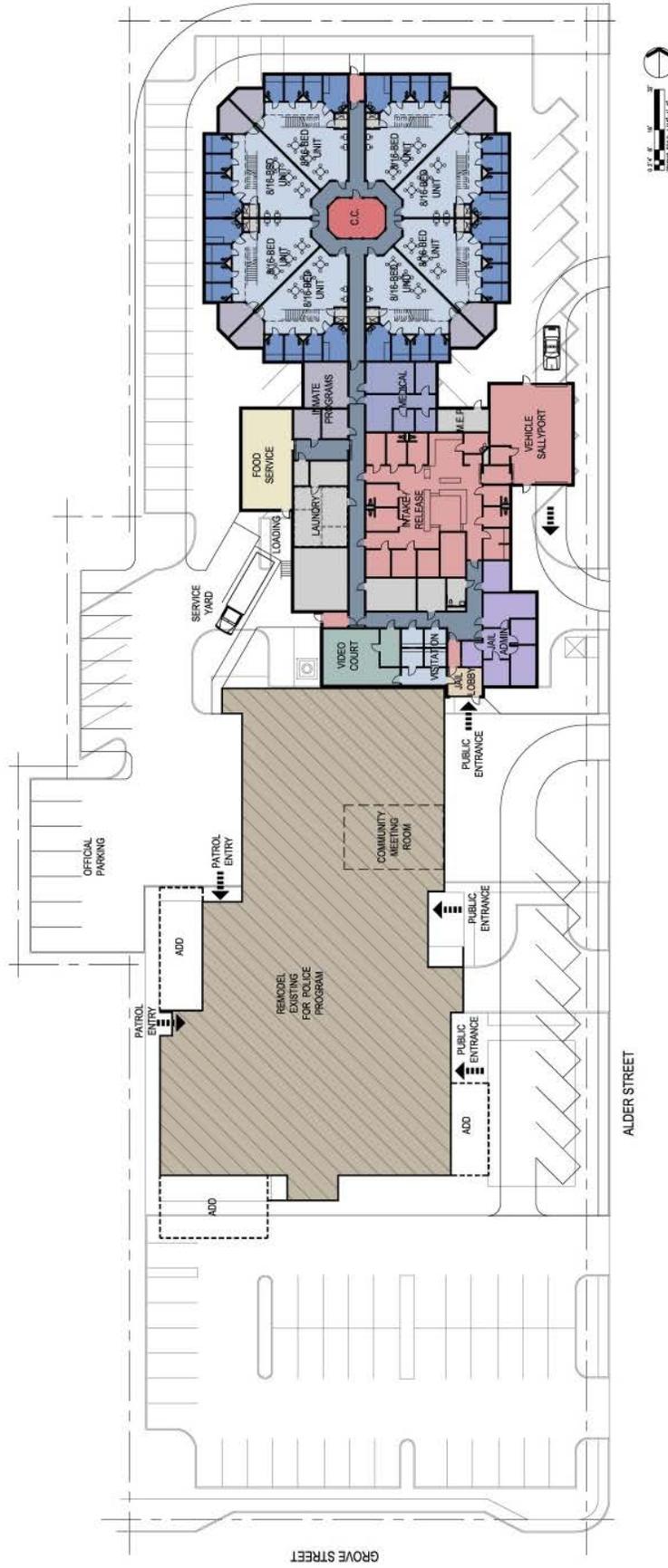
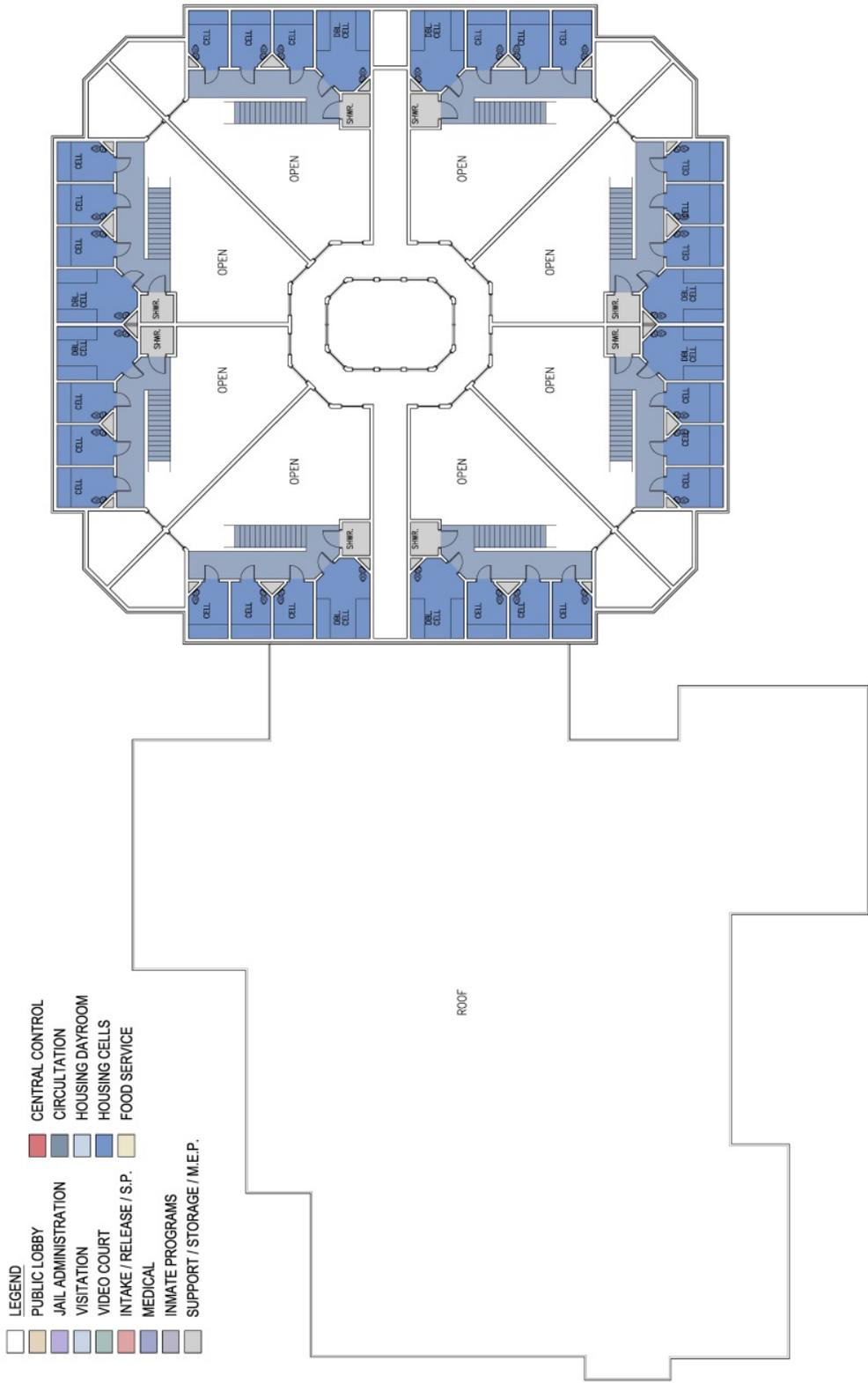


Exhibit 5.4: Alternative B – Expansion and Renovation Plan – Mezzanine (64/128 Bed Capacity, only Jail Portion of Facility shown in this diagram)
(2 of 2)



The proposed renovation and expansions plan for the existing building to house the Police Department program elements are shown in Exhibits 5.5 and 5.6. The level one plan shows the vacated Fire Department vehicle bays back-filled with the functional spaces requiring higher ceiling spaces such as the Community Meeting Room and Staff Training and Exercise Area. These are located at the east side of the building to provide ready access to the public drop-off areas shown on the site plan. Also adjacent to these functions to the west are the Staff Locker, Toilet, and Changing Areas to allow ease of access for multi-purpose uses of these larger spaces. The existing entry and lobby space has been retained but expanded across to provide additional assembly space outside of the Community Meeting Room as well as a separate entry point. The area south of the existing lobby houses the Administration Division for records and public access with additional space shown built-out under the existing second floor overhang to house record storage. The area to the west of the existing lobby space has been reconfigured around existing structural bearing and shear walls to house the Operations Division for Police Patrol activities. Additional areas to the south and north have been provided to meet the needs of the expanded program requirements. The central portion of the first floor level is dedicated to evidence and property processing and storage functions. Existing mechanical, electrical, elevator and stair spaces occupy the central portion of the east side of the building and bisecting the lobby as described above.

The Level Two plan diagram provides a central lobby/waiting space adjacent to the elevator and stairs from the level below. The area located directly adjacent to the south of this lobby houses the Support Division for detective investigations. The southwest corner of the vacated jail portion of the floor provides the necessary expansion space for this department. The remaining portion of the former jail areas have been designated as additional Evidence and Property Storage space. Located to the north of the central lobby are spaces to accommodate the Office of the Chief. Across the hall to the west of these offices are the staff break, meeting and library spaces as well as the central mail and copy center. These areas take up the northwest corner of the second floor and are connected to the first floor functions via the existing stair located at the end of the hall for convenient staff access

COST ESTIMATES

General Assumptions

- The Police Facility will be designed and constructed to contemporary police facility norms.
- The Jail will be designed and constructed with to comply with ACA (American Correctional Association) Standards, where feasible and within budgetary. The final level of compliance will be determined during the design phase, based on owner operational, security, and budgetary concerns.
- The Fire Department will vacate the Public Safety Building and be relocated to a yet-to be determined site (not part of this study).
- Projected construction costs were based on a bid date of Jan 2016 and escalated to a projected mid-point of construction (January, 2017).

Cost Estimate Basis

The cost estimates provided below have been based on the developed facilities program (documented in Section 4), and the conceptual design relationship diagrams and design issues addressed below. The costs shown were established by a professional cost estimating consulting firm using direct construction cost data for projects of similar size and scope in the State of Washington area. Land costs associated with purchasing additional property as necessary for either proposed alternative is not included. However site development costs are provided based upon the projected area requirements defined by the program.

Project overhead or Owner's "soft" costs associated with the project include those costs not related to the direct construction cost outlined in the estimate. Typically, owner costs range from 25-40% of the direct construction cost and include Owner Administrative Costs (Management, Legal, Financing, Moving, etc.), Change Order Contingencies, Architect/Engineering Fees, Development Reports (Geotechnical, Environmental, etc.), Property Survey, Building Permits, Utility Connection Fees, Construction Testing and Inspection, Building Commissioning, Property Survey and Printing Costs. For this estimate, the Consultants have suggested 35% be carried.

Comparison of Both Alternatives and Cost Summaries

Exhibit 5.7 (shown on the next page) provides a summary of the major components that comprise each development alternative and associated development costs. The costs generated in this summary are based on the detailed cost estimate data provided in Appendix E.¹

As shown, the project cost of developing an entirely new combined Police and Jail facility under Alternative A would total \$48.2M (exclusive of land acquisition cost (minimum of 4.9 acres)), while renovating and expanding the existing Public Safety Building would total \$38.9M (exclusive the land acquisition cost to acquire approximately 1.4 acres proximate to the PSB to accommodate that portion of the parking needs that cannot be accommodated on the existing site. Exclusive of unknown land acquisition costs, there is a \$9.2M delta between the two alternatives.

¹ Note that after the detailed cost estimate was generated, several revisions were made to the building program data that slightly increased the facility requirements for the new Police Facility, and decreased the space requirements for the Jail. Therefore, the costs per major line item shown in the summary above vary from the bottom line totals shown in Appendix E. However, the figures shown in the summary utilize the same costs per square foot by facility type, and percentage allowances used in the detailed cost estimates provided in the Appendix.

Exhibit 5.7: Development Alternatives Cost Estimate Summary

CRITERIA	Alternative A Develop Entirely New Facility	Alternative B Expand Existing Facility
Main Building		
Jail - Building Gross Square Feet	28,902	28,902
Police Facility - Building Gross Square Feet	35,731	35,047
Total Gross Square Feet	64,633	63,949
Ancillary Structures		
Large Property Evidence/Vehicle Processing	2,000	2,000
Emergency Generator	300	300
Garbage/Recycling	200	200
Flex Area - Operations Staging	1,000	1,000
Subtotal - Site SF Required	3,500	3,500
Parking		
Reqjired Spaces	198	198
Existing/Retained	-	46
Additional New Spaces Required	198	152
Site Acreage		
Existing Acres	2.61	2.61
Retained Acres Per Alternative	0.00	2.61
New/Additional Acres Required	4.86	1.40
Total Plan Acres	4.86	4.01
Estimated Cost		
Main Building Construction Cost		
Renovation of Existing Space	\$ -	\$ 10,236,490
New Construction	\$ 31,057,597	\$ 14,194,853
Large Property Evidence/Vehicle Processing	\$ 180,000	\$ 180,000
Subtotal - Building Construction Cost	\$ 31,237,597	\$ 24,611,343
Existing Site Development Allowance	\$ -	\$ 3,995,042
New/Additional Site Development Allowance	\$ 4,439,082	\$ 243,870
Subtotal Construction Cost	\$ 35,676,679	\$ 28,850,255
Soft/Project Cost	\$ 12,486,838	\$ 10,097,589
Total Project Cost	\$ 48,163,517	\$ 38,947,845
Net Difference in Cost - Alternatives A vs. B		\$ 9,215,672

Though not required, if the City opted to implement Alternative B, it should consider replacing:

- The existing exterior cladding to improve the appearance of the facility: \$1,311,141
- The existing metal roofing: \$855,640

JAIL EXPANSION PROJECT DESIGN PROCESS AND RELATED ISSUES

In developing the two conceptual design proposals and cost estimates, the following specific site and building considerations were taken into account.

Site Considerations

- Separate vehicle and pedestrian circulation systems designed to provide separation between the public, police access, staff entrances, and service areas.
- Dedicated staff parking should that is separated from public parking and circulation paths. A fenced, staff parking area with controlled entry access systems are standard for Police and Jail operations.
- Site lighting and closed circuit television monitoring should be provided in all parking areas, staff and pedestrian circulation routes, as well as around the entire security perimeter of the jail.
- A solid perimeter security site wall to provide separation and visual privacy between loading areas and other jail functions that may have inmate labor and the adjacent neighborhood. This will also reduce the potential for unauthorized passage of contraband.
- Security fencing systems should be designed to prevent unauthorized personnel from getting close to the perimeter walls of the living units and the secure area of refuge for prisoners away from the building needed for egress holding during a fire emergency evacuation.

Building Considerations

- The building should have only one public entrance to provide access to both Police and the Jail during normal business hours. The jail would have a separate night entry for attorney or visitor access.
- The lobby should maintain an enclosed reception counter. Consideration should be given to control doors to prevent unauthorized public access beyond the lobby. A security station that can be used by staff should be provided to screen visitors for weapons.
- Central Control should be designed inside the security perimeter of the facility and located to allow staff to have direct visual supervision of major corridors and other program spaces requiring visual monitoring. Central Control will manage all staff and prisoner movement into and out of the security perimeter as well as their movement through the secure corridors within the facility.
- A secure vehicle sallyport with access doors controlled by Central Control should be provided for Police to bring prisoners into the jail facility.
- Pedestrian access into the secure facility would be through a sallyport consisting of two doors that interlocked and controlled by Central Control.

Building Security

The building's security perimeter consists of walls, roofs, and floors which should prevent unauthorized entry into or egress out of the jail. The Consultants envision that the Jail would have a secure perimeter constructed to the maximum-security level with the interior construction built to the medium-security level or less depending on the envisioned use. This approach is standard for both county and municipal jails. The jail housing units would be designed as stand-alone spaces having discreet security perimeters and systems appropriated for the classification of the prisoners to be housed. Most jurisdictions choose to build to a standard for prisoner housing which established the level of security beyond that of their lowest classification. This allows the

flexibility to house different classifications that fall within the standard. The overall security for the facility would be achieved through an appropriate balance of building layout, construction materials, sophisticated electronic security monitoring and control systems as well as the appropriate number of correctional staff.

The security design of the Public Safety Building should be the consequence of extensive analysis of the security objectives established for the entire complex. The comprehensive security plan should define security zones based upon a hierarchy of security requirements established for the building functions and overall site layout. This analysis should include the specialized security and operational criteria needed for Police and Jail functions within the restraints imposed by existing building design and construction. The final security design for the Public Safety Building should be an integrated design which will support the activities of the total complex with the higher security level associated with the Jail portion.

Electronic Security Systems

The electronic security systems for the jail should be designed as an independent and stand-alone operating system. Jail staff will use security electronics to control prisoner and staff movement through the facility, initiate communication and provide visual surveillance of the facility. The systems selected and the overall design must support and enhance staff efficiency while providing the operation the highest level of security.

The proposed jail's electronic security system should be a custom designed integrated system that is easy to understand and operate, uses technology and reliable products that allow for easy repair or replacement, and that is tailored to the layout of the facility. The following electronic systems would be utilized to create a coordinated and integrated design:

- *Master Intercom System* – to supplement the telephone system and provide redundancy of internal communication. The master intercom will also provide the user a dedicated detention intercom system. The detention complex should have a minimum of three redundant communication systems for security – the master intercom, telephone, and hand-held portable radios.
- *Local Intercom System* – to provide communication at individual security doors to request access, and at other security locations where intercom communications is desired. This system would provide the capability of local paging by zone throughout if needed.
- *Closed Circuit Television (CCTV)* – to observe movement by providing camera coverage at all perimeter and other security doors. The system should be designed to accommodate general surveillance requirements for the building, parking lots, and specified site areas. This system would also provide a link for the Video courtroom function.
- *Door Control System* – to activate the electric locks throughout the secure facility and to monitor door position (open/close) as well as door status (locked/unlocked).
- *Duress Alarm Systems* – to provide a localized alarm to central control when activated. These should be provided in the housing units, program spaces, medical spaces or where desired. An audio duress system should be installed in holding cells or other areas where activation of the alarm by sound is desired. The audio alarm can be tied to the CCTV cameras for visual monitoring or recording (VCR) of the incident which created the alarm situation.
- *Electronic Control System* – which consists of traditional custom designed control panels or the preferable touch screen graphic computer system that integrates the CCTV, door control and monitoring, intercoms, and duress monitoring into a single system for easy user operation.

- *Visitor's Intercom System* – to allow conversation between the visitor's side and prisoner side of a non-contact visitation room. Hands-free operation would be recommended for this function. A talk-around security window which allows sound transmission between the two sides would be an alternate approach to this system.
- *Building Security Access System* – to monitor all building perimeter doors during non-business hours that are located outside of the secure facility and are not controlled directly from the central control. Staff would enter through these doors by initiating their access code.
- *Jail Management Systems* – computer programs that integrate systems to provide inmate information that can be easily monitored from posts with touch screen graphic computers.
- *Radio Communication* – infrastructure to support radio communication throughout the building and exterior spaces.
- *Perimeter Detection System* – located at the security fences that surround specified outdoor secure areas such as the existing radio tower fence. This system is only provided where there is a high potential of unauthorized entry attempts.

Electronic system technology continues to develop providing the jail industry with new security systems and components. It is the consultant's recommendation that any security system or product incorporated into this project be manufactured by an established company with systems or products that have been installed, tested, and proven functionally successful in other similar jail projects.

CODES AND STANDARDS

All new construction must conform to the Washington State Building Code and the City of Marysville planning and zoning requirements. All work would have to be coordinated with the City of Marysville Building Department to assure conformance. Project planning and zoning requirements that include required site development standards are stated in Marysville Municipal Code. The existing facility is compliant with the Community Business (CB) zoning requirements designated for the area it is located in. The Jail is a permitted use within the CB zoning area, but any significant jail expansion concept will require a Conditional Use Permit. In addition, a State of Washington SEPA (State Environmental Policy Act) Report would be required as part of the conditional use permit process. *Maintaining onsite parking will be a critical component associated with the Planning Department.* If onsite parking compliance cannot be met, a variance for off-site parking will need to be incorporated into the Conditional Use Permit Application.

The American Corrections Association (ACA) is the recognized authority for jail operations and has developed national standards for jail construction. Conformance with these standards provides legal recognition that the building and operation falls within the highest standard of the industry. The City of Marysville is not bound by any legal requirement to adhere to the ACA standards and they were used as developmental guidelines. The existing jail facility does not conform to the present accreditation requirements based on the standards established by the ACA for Adult Local Detention Facilities. The areas of non-compliance include, but are not limited to, prisoner access to natural daylight from all cells, separation of classification dayroom space and provisions for outdoor recreation.

At the City's request, a goal of the project was to generally meet the ACA requirements for inmate housing and support spaces based the ability to meet their operational objectives, security requirements, and final

budget. The jail planning standards used by the Project Team is in general conformance with applicable American Correctional Association (ACA) Standards effective for this report. The noted exception was dedicated outdoor/indoor exercise space requirement for prisoners, which the Project Team was directed to exclude from the facility program.

City of Marysville, WA
Public Safety Building Facilities Needs Assessment and Plan

APPENDIX A
DETAILED STAFFING PROGRAM

Classification/Position	Total Staff by Classification						Employment Status				Shift Worked			Workstation Type				Staff Status	
	EXISTING	FORECASTED					Full-Time	Part-Time	Volunteer	Other	Day (0600-1800)	Evening (1400-2200)	Night (1800-0600)	Dedicated	Shared	Report Writing Only	None Req.	Sworn	Civilian
	2014	2015	2018	2023	2028	2033													
OFFICE OF THE CHIEF																			
Chief of Police	1	1	1	1	1	1	x				x		x					x	
Administrative Assistant	1	1	1	1	1	1	x				x		x						x
Lieutenant - Professional Stds.	1	1	1	1	1	1	x				x		x					x	
Training Officer	1	1	1	1	1	1	x				x		x					x	
SUPPORT DIVISION																			
Commander	1	1	1	1	1	1	x				x		x					x	
Detectives Section																			
Sergeant	1	1	1	1	1	1	x				x		x					x	
Sergeant					1	1	x					x	x					x	
Detectives	2	3	3	3	3	3	x				x		x					x	
Detectives	2	2	2	2	2	3	x					x	x					x	
Detectives	1	1	1	1	1	1	x					x	x					x	
Auto Theft Task Force	1	1	1	1	1	2	x				x		x					x	
Administrative Secretary	1	1	1	1	1	1	x				x		x						x
Program Specialist		1	1	1	1	1	x				x		x						x
Crime Analyst	1	1	1	1	1	1	x				x		x						x
<i>Regional Property Crimes Unit</i>																			
Sergeant				1	1	1	x				x		x					x	
Detectives				1	1	1	x				x		x					x	
Detectives - Other Agencies				3	3	3	x				x		x					x	
Chaplain's Unit																			
Volunteer	<i>Itemized below</i>																		
ADMINISTRATIVE DIVISION																			
Commander	1	1	1	1	1	1	x				x		x					x	
Supervisor	1	1	1	1	1	1	x				x		x						x
Program Specialist - FT	3	3	3	3	3	4	x				x			x					x
Program Specialist - FT	2	2	2	2	3	3	x					x		x					x
Program Specialist - FT	1	1	1	1	1	1	x					x		x					x
Program Specialist - PT	3	3	3	3	3	3		x			x			x					x
Property Evidence Specialist	1	1	1	1	1	1	x				x		x						x
OPERATIONS DIVISION																			
Commander	1	1	1	1	1	1	x				x		x					x	
Lieutenant	1	1	1	1	1	1	x					x	x					x	
Lieutenant	1	1	1	1	1	1	x					x	x					x	
Lieutenant				1	1	1	x				x		x					x	

City of Marysville, WA
Public Safety Building Facilities Needs Assessment and Plan

APPENDIX A
DETAILED STAFFING PROGRAM

Classification/Position	Total Staff by Classification						Employment Status				Shift Worked			Workstation Type				Staff Status	
	EXISTING	FORECASTED					Full-Time	Part-Time	Volunteer	Other	Day (0600-1800)	Evening (1400-2200)	Night (1800-0600)	Dedicated	Shared	Report Writing Only	None Req.	Sworn	Civilian
	2014	2015	2018	2023	2028	2033													
Patrol																			
Sergeant	2	2	2	2	3	3	x				x			x				x	
Sergeant	2	2	2	2	2	3	x				x			x				x	
Sergeant	2	2	2	2	2	2	x					x	x					x	
Officer	10	10	11	11	12	13	x			x					x			x	
Officer	10	10	10	10	11	11	x				x				x			x	
Officer	9	9	9	9	10	10	x					x			x			x	
K-9 Officer - Shift 1	1	1	1	1	1	2	x			x					x			x	
K-9 Officer - Shift 2	1	1	1	1	1	1	x				x				x			x	
K-9 Officer - Shift 2	1	1	1	1	1	1	x					x			x			x	
Pro-Act N.I.T.E.																			
Sergeant - Shift 1	1	1	1	1	1	1	x			x				x				x	
Sergeant - Shift 2	-	-	-	-	-	1	x				x			x				x	
Officer	2	2	2	2	2	2	x			x				x				x	
Officer	1	2	2	2	2	2	x				x			x				x	
Officer	1	1	1	2	2	2	x					x	x					x	
CSO - Animal Control - Shift 1	1	1	1	1	1	1	x			x				x				x	
CSO - Animal Control - Shift 2	-	-	-	-	1	1	x				x			x				x	
Crime Prevention Unit																			
Volunteers	<i>Itemized below</i>																		
Youth Services																			
Sergeant			1	1	1	1	x			x						x	x		
Officers (SRO)	2	2	4	4	4	4	x			x						x	x		
TOTALS																			
2014 - Existing	75						72	3	-	-	40	19	16	32	9	32	2	60	15
2015 - Required		78					75	3	-	-	42	20	16	35	9	32	2	62	16
2018			87				84	3	-	-	51	20	16	40	9	33	5	71	16
2023				89			86	3	-	-	52	20	17	42	9	33	5	73	16
2028					96		93	3	-	-	54	24	18	45	10	36	5	78	18
2033						103	100	3	-	-	58	27	18	49	11	38	5	84	19

SPACE PROGRAM SUMMARY

64/128-Bed Jail Option

Component Number and Description	Staff	Beds	NUSF
2.0 Jail			
2.1 Public Areas (common with Police Facility)	<i>Ref. Police Program; Comp 1.1</i>		
2.2 Jail Administration	5		825
2.3 Staff Support (accommodated within Police Facility)	<i>Ref. Police Program; Comp 1.2</i>		
2.4 Video Arraignment	-		653
2.5 Prisoner Housing (subtotal from below)	15		15,480
2.5.1 Single Bed Housing Unit - Multipurpose			
Unit A: 8 Beds	-	8	1,935
Unit B: 8 Beds	-	8	1,935
Unit C: 8 Beds	-	8	1,935
Unit D: 8 Beds	-	8	1,935
Unit E: 8 Beds	-	8	1,935
Unit F: 8 Beds	-	8	1,935
Unit G: 8 Beds	-	8	1,935
Unit H: 8 Beds	-	8	1,935
2.6 Prisoner Intake/Transfer/Release	-	-	4,396
2.7 Central Control	5	-	468
2.8 Inmate Programs (subtotal from below)			1,820
2.8.1 Visitation	-	-	702
2.8.2 Prisoner Programs	1	-	572
2.9 Medical Services	1	-	545
2.10 Inmate Services (subtotal from below)			1,490
2.10.1 Food Service	-	-	729
2.10.2 Laundry Service	-	-	761
Totals	27	64	25,133
Average Net Useable Square Feet Per Bed			393
Department Net-to-Gross			0.87
Total Estimated Gross Square Feet - Main Building			28,902
Average Gross Square Feet Per Bed (@ 64 beds)			452

2.0 Jail
2.1 Public Areas

NET USEABLE SQ. FT.
 STAFF
 Subtotal Net Square Feet
 Circulation %
 Circulation Sq. Ft.

TOTALS	COMMENTS
-	
-	
-	
-	
-	

COMPONENT NUMBER	DESCRIPTION	STAFF	UNIT SQ. FT.	QTY.	NSF	COMMENTS
2.1 1.01	Public Lobby					See component 2.8.1; In-Custody Visiting

2.0 Jail

2.2 Jail Administration

NET USEABLE SQ. FT.

STAFF

Subtotal Net Square Feet

Circulation %

Circulation Sq. Ft.

TOTALS	COMMENTS
825	Shared with Police; Ref. Component 1.1
5	
660	
25%	
165	

COMPONENT NUMBER	DESCRIPTION	STAFF	UNIT SQ. FT.	QTY.	NSF	COMMENTS
2.2 1.01	OFFICE AREAS:					
2.2 1.02	Lieutenant	x	140	1	140	Private Office
2.2 1.03	Sergeant	x		3		Housed in Shared Office Below
2.2 1.04	Shared Office		180	1	180	
2.2 1.04	Open/Shared Office Equip. Allowance		60	1	60	
2.2 1.05	Records Storage Room		100	1	100	
2.2 1.06	Work Room		100	1	100	
2.2 1.07	Administrative Assistant	x	80	1	80	

2.0 Jail

2.3 Correctional Staff Support

NET USEABLE SQ. FT.
 STAFF
 Subtotal Net Square Feet
 Circulation %
 Circulation Sq. Ft.

TOTALS	COMMENTS
-	
-	
-	
-	

COMPONENT NUMBER	DESCRIPTION	STAFF	UNIT SQ. FT.	QTY.	NSF	COMMENTS
2.3 1.01						
	<i>Shared with Police.</i>					

2.0 Jail

2.4 Video Arraignment Court

NET USEABLE SQ. FT.
STAFF
Subtotal Net Square Feet
Circulation %
Circulation Sq. Ft.

TOTALS	COMMENTS
653	Shared with Police; Ref. Component 1.1
-	
484	
35%	
169	

COMPONENT NUMBER	DESCRIPTION	STAFF	UNIT SQ. FT.	QTY.	NSF	COMMENTS
2.4 1.01	Secure Holding		80	1	80	
2.4 1.02	Courtroom		404	1	404	Capacity 36 @9 sf/person, plus attorney's table and A/V equip.

2.0 Jail

2.5 Prisoner Housing

2.5.1 8-Bed Single Cell

Multi-Purpose Housing Unit

NET USEABLE SQ FT.

STAFF

Subtotal Net Square Feet

Circulation %

Circulation Sq. Ft.

TOTALS	COMMENTS
1,935	Per Housing Unit; 1 Required
-	
1,290	
50%	
645	

COMPONENT NUMBER	DESCRIPTION	STAFF	UNIT SQ. FT.	QTY.	NSF	COMMENTS
2.5.1 1.01	Single Cell		70	7	490	Combination Toilet/Sink
2.5.1 1.02	Single Cell - ADA		90	1	90	Combination Toilet/Sink - Accessible
2.5.1 1.03	Dayroom		35	16	560	
2.5.1 1.04	Video Visiting Carrels		25	2	50	
2.5.1 1.05	Showers/Dressing		50	2	100	One Shower - Accessible

2.0 Jail

2.6 Prisoner Intake/Transfer/Release

NET USEABLE SQ FT.

STAFF

Subtotal Net Square Feet

Circulation %

Circulation Sq. Ft.

TOTALS	COMMENTS
4,396	
-	
3,140	
40%	
1,256	

COMPONENT NUMBER	DESCRIPTION	STAFF	UNIT SQ. FT.	QTY.	NSF	COMMENTS
2.6 1.01	Pre-Booking					
2.6 1.02	Vehicle Sallyport		1,000	1	1,000	
2.6 1.03	Decontamination Shower Alcove		40	1	40	
2.6 1.04	Pedestrian Sallyport		80	1	80	
2.6 1.05	Intoxilizer		20	1	20	Alcove
2.6 1.06	Inmate Toilet		50	1	50	Accessible/UA
2.6 1.07	Inmate Waiting/Search		80	1	80	
2.6 1.07	Inmate Temp Holding Cells		65	2	130	
	Booking/Transfer/Release					Combination Toilet/Sink
2.6 1.08	Holding Cell		70	4	280	Padded, Flushing Floor Drain
2.6 1.09	Safety Cell		70	1	70	Medical Screening
2.6 1.10	Interview/Medical Screening		80	1	80	
2.6 1.11	Booking Counter		200	1	200	
2.6 1.12	Records Storage		150	1	150	
2.6 1.13	Photo/Identification		40	1	40	
2.6 1.14	Clothing Storage		120	1	120	
2.6 1.15	Shower/Dressing		80	2	160	
2.6 1.16	Property Storage		350	1	350	
2.6 1.17	General Storage		100	1	100	
2.6 1.18	Janitor Closet		40	1	40	
	Staff Support					Unisex
2.6 1.19	Staff Break		100	1	100	
2.6 1.20	Staff Restroom		50	1	50	

2.0 Jail
2.7 Central Control

NET USEABLE SQ. FT.

STAFF

Subtotal Net Square Feet

Circulation %

Circulation Sq. Ft.

TOTALS	COMMENTS
468	
5	
360	
30%	
108	

COMPONENT NUMBER	DESCRIPTION	STAFF	UNIT SQ. FT.	QTY.	NSF	COMMENTS
2.7 1.01	Central Control Console		120	1	120	
2.7 1.02	Officer	x		5		Assumes dedicated staff 24 x 7
2.7 1.03	Toilet		50	1	50	Accessible
2.7 1.04	Sallyport		40	1	40	
2.7 1.05	Security Electronics Room		150	1	150	

2.0 Jail
2.8 Program Services
2.8.1 Visitation

NET USEABLE SQ. FT.
STAFF
Subtotal Net Square Feet
Circulation %
Circulation Sq. Ft.

TOTALS	COMMENTS
702	
-	
520	
35%	
182	

COMPONENT NUMBER	DESCRIPTION	STAFF	UNIT SQ. FT.	QTY.	NSF	COMMENTS
2.8.1 1.01	Visitation Waiting		120	1	120	
2.8.1 1.02	Public Video Visitation		25	8	200	Locate Adjacent to Public Lobby
2.8.1 1.03	Non-Contact Visitation		80	2	160	Secure Paper Pass
2.8.1 1.04	Video Equipment Room		40	1	40	

2.0 Jail
2.8 Program Services
2.8.2 Prisoner Programs

NET USEABLE SQ. FT.
 STAFF
 Subtotal Net Square Feet
 Circulation %
 Circulation Sq. Ft.

TOTALS	COMMENTS
572	
1	
424	
35%	
148	

COMPONENT NUMBER	DESCRIPTION	STAFF	UNIT SQ. FT.	QTY.	NSF	COMMENTS
2.8.2 1.01	Multi-Purpose Room		324	1	324	
2.8.2 1.02	Mental Health Professional Office	x	100	1	100	Contract Staff

2.0 Jail
2.9 Medical Services

NET USEABLE SQ FT.

STAFF

Subtotal Net Square Feet

Circulation %

Circulation Sq. Ft.

TOTALS	COMMENTS
545	
1	
404	
35%	
141	

COMPONENT NUMBER	DESCRIPTION	STAFF	UNIT SQ. FT.	QTY.	NSF	COMMENTS
2.9 1.01	Exam Room		140	1	140	Locked Cabinet Storage (Linen, Meds, Etc.)
2.9 1.02	Clean Utility		60	1	60	
2.9 1.03	Soiled Utility		60	1	60	
2.9 1.04	Pharmacy		80	1	80	
2.9 1.05	Staff Workstation	x	64	1	64	Contracted LVN/RN

2.0 Jail
2.10 Inmate Services
2.10.1 Food Service

NET USEABLE SQ. FT.
 STAFF
 Subtotal Net Square Feet
 Circulation %
 Circulation Sq. Ft.

TOTALS	COMMENTS
729	
-	
540	
35%	
189	

COMPONENT NUMBER	DESCRIPTION	STAFF	UNIT SQ. FT.	QTY.	NSF	COMMENTS
2.10.1 0.01	Dry Storage		60	1	60	
2.10.1 0.02	Walk-in Refrigerator		100	2	200	
2.10.1 0.03	Walk-in Freezer		80	1	80	
2.10.1 0.04	Kitchen		80	1	80	
2.10.1 0.05	Cart Storage		120	1	120	

2.0 Jail

2.10 Inmate Services

2.10.2 Laundry Service

NET USEABLE SQ FT.

STAFF

Subtotal Net Square Feet

Circulation %

Circulation Sq. Ft.

TOTALS	COMMENTS
761	
-	
564	
35%	
197	

COMPONENT NUMBER	DESCRIPTION	STAFF	UNIT SQ. FT.	QTY.	NSF	COMMENTS
2.10.2 1.01	Soiled Laundry Cart Staging/Sorting Area		120	1	120	
2.10.2 1.02	Wash Area		80	1	80	(2) 125 Lbs. Commercial Washers
2.10.2 1.03	Drying		120	1	120	(2) 150 Lbs. Commercial Dryers
2.10.2 1.04	Clean Folding/Cart Staging Area		100	1	100	
2.10.2 1.05	Chemical Storage		12	2	24	Cabinet
2.10.2 1.06	Linen Storage		120	1	120	

Building Space Program Summary

Component Number and Description	Staff	NUSF
1.0 POLICE		
1.1 Public Areas	-	3,433
1.2 Building Support	-	8,066
1.3 Office of the Chief	4	1,864
1.4 Operations Division	65	5,658
1.5 Administrative Division	14	3,773
1.6 Support Division	20	4,006
Totals	103	26,798
Average Net Useable Square Feet Per Person		260
Estimated Net-to-Gross Ratio		0.75
Total Estimated Gross Square Feet - Main Building		35,731
Average Gross Square Feet Per Person		347
Existing Police NUSF		9,760
Estimated NUSF Surplus/Deficit		(17,038)

1.0 Police Department
1.1 Public Areas

	TOTALS	COMMENTS
NET USEABLE SQ FT.	3,433	
STAFF	-	
Subtotal Net Square Feet	2,985	
Circulation %	15%	
Circulation Sq. Ft.	448	

COMPONENT NUMBER	DESCRIPTION	STAFF	SPACE CODE	UNIT SQ. FT.	QTY.	NSF	COMMENTS
1.1 1.01	PUBLIC LOBBY					645	Subtotal of Items Below
1.1 1.02	Foyer		ER	220	1	220	Controlled access; CCTV; Phone
1.1 1.03	Open Area		OA	15	10	150	Capacity: 10 persons @ 15 sf ea.,
1.1 1.04	Information Rack		SPC	12	2	24	
1.1 1.05	Display Case		SPC	15	2	30	
1.1 1.06	Seating		SEAT	9	12	108	Capacity 12 persons
1.1 1.07	Workcounter - Accessible		WC1-1A	14	1	14	Wall Mounted, 36"x 24"x 36"
1.1 1.08	Workcounter - Standard		WC1-1B	14	2	28	Wall Mounted, 36"x 24"x 42"
1.1 1.09	Service Window - Std.		WC2-1B	21	1	21	Small, 36"x 24"x 42"
1.1 1.10	Service Window - Accessible		WC2-1A	21	1	21	Small, 36"x 24"x 36"
1.1 1.11	Drinking Fountain		DF	9	1	9	Accessbile
1.1 1.12	Public Telephone		TEL	10	1	10	Wall Mounted
1.1 1.13	Automatic Teller Machine		ATM	10	1	10	
	Public Restrooms						Accounted for in Bldg. Gross-Up Space
1.1 1.14	Interview Room		ER	80	1	80	Two exits, entry door interlock
1.1 1.15	Fingerprinting Alcove		OA	60	1	60	
	COMMUNITY MEETING/MULTI-PURPOSE FACILITY					1,820	Subtotal of Items Below
1.1 1.16	Vestibule		ER	80	1	80	Controlled access
	<u>Multi-Purpose Room</u>						
1.1 1.17	Demo/Lectern Area		OA	240	1	240	
1.1 1.18	Seating Area		SEAT-2	15	60	900	Flat floor; moveable chairs/tables
1.1 1.19	Storage Room - General		SR1	48	4	192	Secure; Mats
1.1 1.19	Storage Room - EOC Ops		SR5	108	1	108	EOC Equipment
1.1 1.20	Storage Room - EOC Ops		SR5	108	1	108	Cots/Supplies
	<u>Support Area</u>						
1.1 1.21	Kitchen		ER	120	1	120	
1.1 1.22	Vending Machine		VEND	15	4	60	
1.1 1.23	Trash Bin		TB2	6	1	6	Small
1.1 1.24	Recycling Bin		RB2	6	1	6	Large
	VOLUNTEER AREA					380	Subtotal of Items Below
1.1 1.25	Conference Area		CNFA-8	150	1	150	Capacity 8 Persons
1.1 1.26	Open Office Equipment		Allow	80	1	80	
1.1 1.27	Carrel Workstations		SPC	25	6	150	

1.0 Police Department
1.2 Building Support
Common Areas

	TOTALS	COMMENTS
NET USEABLE SQ. FT.	8,066	
STAFF	-	
Subtotal Net Square Feet	6,205	
Circulation %	30%	
Circulation Sq. Ft.	1,861	

COMPONENT NUMBER	DESCRIPTION	STAFF	SPACE CODE	UNIT SQ. FT.	QTY.	NSF	COMMENTS
1.2 1.01	OFFICE-TYPE SPACE						
1.2 1.02	Conf. Room/Resource Library		CR30	530	1	530	Capacity 30 @ 15 sf ea.; plus library
	Central Photocopy/Mail Sorting					276	Subtotal of Items Below
1.2 1.03	Mail Sorting Table/Slots		SPC	60	1	60	Pass-through to main corridor
1.2 1.04	Mail Cart		SPC	6	2	12	Incoming/Outgoing
1.2 1.05	Photocopier		CPY-2	42	2	84	Convenience/Freestanding
1.2 1.06	Workcounter - Perimeter		WC1-4B	26	3	78	Wall Mounted, 48"x 30"x 42"
1.2 1.07	Storage Cabinet		SC-L3	14	1	14	Locking, 2-Door, 36"x 18"x 72"
1.2 1.08	Storage Shelving		SS-7	16	1	16	Open/Prefab Unit, 48"x 24"x 72"
1.2 1.09	Trash Bin		TB2	6	1	6	Small
1.2 1.10	Recycling Bin		RB2	6	1	6	Large
	General Storage					456	Subtotal of Items Below
1.2 1.11	Storage Room		SR5	108	2	216	9' D x 12' W
1.2 1.12	Storage Room		SR6	120	2	240	10' D x 12' W
	STAFF SUPPORT AREAS						
	Staff Break/Lunch Room					456	Subtotal Locate adjacent to atrium/patio
1.2 1.13	Table w/four chairs		WT4B	88	3	264	Open Access
1.2 1.14	Kitchenette-Large		KIT-2	77	1	77	w/refridg., sink, microwave, cabinets
1.2 1.15	Vending Machine		VEND	15	3	45	
1.2 1.16	Refrigerator		REF-2	17	2	34	Full Sized
1.2 1.17	Stove/Oven		SPC	12	1	12	
1.2 1.18	Recycling Bin		RB2	6	1	6	Large
1.2 1.03	Trash Bin		TB2	6	1	6	Small
1.2 1.03	Drinking Fountain		DRN-S	12	1	12	Standard
1.2 1.13	Quiet/Wellness Room		ER	80	1	80	
1.2 1.15	Coffee Station		COFS	41	3	123	W/Sink, Cabinet Below factored at one per division
	Uniform Staging						
1.2 1.16	Clean Uniform Alcove		OA	40	1	40	Open linear coat racks
	Locker Facilities						
	<u>CONTINUED ON NEXT PAGE</u>						

1.0 Police Department
1.2 Building Support

COMPONENT NUMBER	DESCRIPTION	STAFF	SPACE CODE	UNIT SQ. FT.	QTY.	NSF	COMMENTS
Locker Facilities						2,177	Subtotal of Male and Female
Male Locker Room						1,692	Subtotal of Items below
1.2 1.19	Full-Height Lockers		SPC	14	103	1,442	Factored @ 100% of sworn staff
1.2 1.20	Half-Height Lockers (2 per unit)		SPC	7	10	70	Factored at 60% of civilian staff
1.2 1.21	Shower - Accessible		SHWRA	26	1	26	48" x (42"; plus 36" door swing)
1.2 1.22	Shower - Standard		SHWRH	17	1	17	40" x (30" + 30" door swing)
1.2 1.23	Restroom - Dedicated Use		RR-4	119	1	119	2 Toilets/2 Urinals/1 Lav
1.2 1.24	Trash Bin		TB2	6	1	6	Small
1.2 1.25	Drinking Fountain		DRN-S	12	1	12	Standard
Female Locker Room						485	Subtotal of Items below
1.2 1.26	Full-Height Lockers		SPC	14	21	294	Factored @ 20% of sworn staff
1.2 1.27	Half-Height Lockers (2 per unit)		SPC	7	10	70	Factored at 60% of civilian staff
1.2 1.28	Shower - Accessible		SHWRA	26	1	26	48" x (42"; plus 36" door swing)
1.2 1.29	Restroom - Dedicated Use		RR-3	77	1	77	2 Toilets/1 Lavatory
1.2 1.30	Trash Bin		TB2	6	1	6	Small
1.2 1.31	Drinking Fountain		DRN-S	12	1	12	Standard
Mud/Decontamination						122	Subtotal of Items below
1.2 1.32	Shower - Accessible		SHWRA	26	1	26	48" x (42"; plus 36" door swing)
1.2 1.33	Changing Area		OA	60	1	60	
1.2 1.34	Washer		SPC	12	1	12	
1.2 1.35	Dryer		SCP	12	1	12	
1.2 1.36	Clothes Hanging Area		OA	12	1	12	
1.2 1.37	Folding Counter		WC1-4B	26	1	26	Wall Mounted, 48"x 30"x 42"
Physical Training Facilities						787	Subtotal of Items below
1.2 1.38	Stationary Exercise Equipment		SPC	40	6	240	
1.2 1.39	Weight Training Bench		SPC	60	2	120	
1.2 1.40	Universal-style Weight Mach.		SPC	150	1	150	
1.2 1.41	Ceiling-hung Weight Bag		SPC	50	1	50	
1.2 1.42	Open Area		SPC	200	1	200	
1.2 1.43	Storage Cabinet		SC-L5	12	1	12	Locking, 2-Door, 36"x 12"x 72"
1.2 1.44	Trash Bin		TB1	3	1	3	Small
1.2 1.45	Drinking Fountain		DRN-S	12	1	12	Standard
Weapons Cleaning Area						96	Subtotal of Items below
1.2 1.46	Workcounter - Perimeter		WC1-2B	15	2	30	Wall Mounted, 36"x 30"x 36"
1.2 1.47	Sink with Counter		WC1-3B	34	1	34	Wall Mounted, 48"x 36"x 42"
1.2 1.48	Firing Barrel		SPC	12	1	12	
1.2 1.49	Storage Cabinet		SC-L3	14	1	14	Locking, 2-Door, 36" x 18" x 72"
1.2 1.50	Trash Bin		TB2	6	1	6	Small Chemicals
<u>CONTINUED ON NEXT PAGE</u>							

1.0 Police Department
1.2 Building Support

Sheet 3 of 3

COMPONENT NUMBER	DESCRIPTION	STAFF	SPACE CODE	UNIT SQ. FT.	QTY.	NSF	Factored at 60% of civilian staff
Armory						300	Subtotal of Items below
1.2 1.51	Rifle Shotgun Racks		SS-2	9	4	36	Open/Prefab Unit, 36"x 12"x 72"
1.2 1.52	Misc. Armory Storage		OA	236	1	236	Open Area with Storage Racks/Cabinets
1.2 1.53	Work Counter - Perimeter		WC1-1B	14	2	28	Wall Mounted, 36"x 24"x 42"
1.2 1.54	Ammunitions Vault/Bunker		SR4	96	1	96	8" D x 12" W'
Information Technology							<i>No dedicated facilities will be provided</i>
Miscellaneous						220	Subtotal of Items below
1.2 1.55	Deliveries Staging Area		OA	100	1	100	
1.2 1.56	Custodial/Bldg. Maint. Stor.		SR6	120	1	120	10' D x 12' W
Utility Rooms							
1.2 1.57	Police IT Server Room		ER	120	1	120	
	UPS/Emerg. Backup Power						<i>Accounted for in building gross-up determination</i>
	Mechanical Electrical						<i>Accounted for in building gross-up determination</i>
	Janitorial Closets						<i>Accounted for in building gross-up determination</i>
	Public Restrooms						<i>Accounted for in building gross-up determination</i>
Staff Restrooms						300	Subtotal of Items below
1.2 1.58	Staff Restrooms - Male		RR-1	73	2	146	1 Toilet/1 Urinal/1 Lav
1.2 1.59	Staff Restrooms - Female		RR-3	77	2	154	2 Toilets/1 Lavatory

1.0 Police Department
1.3 Office of the Chief

	TOTALS	COMMENTS
NET USEABLE SQ. FT.	1,864	
STAFF	4	
Subtotal Net Square Feet	1,491	
Circulation %	25%	
Circulation Sq. Ft.	373	

COMPONENT NUMBER	DESCRIPTION	STAFF	SPACE CODE	UNIT SQ. FT.	QTY.	NSF	COMMENTS
1.3 1.01	Reception Area		RCA-6	144	1	144	Capacity 6 Persons
1.3 1.02	Administrative Assistant	x	SF4	100	1	100	Visibility to reception
1.3 1.03	Open Office Equip. Allowance		Allow.	60	1	60	
	Chief's Office					350	Subtotal of Items Below
1.3 1.04	Chief	x	PO	320	1	320	
1.3 1.04	Uniform Closet		ER	30	1	30	Direct Access from Office
	Senior Staff Office Area					340	Subtotal of Items Below
1.3 1.05	Lieutenant - Prof. Studs.	x	PO4	140	1	140	Private Office
1.3 1.06	Training Officer	x	PO3	120	1	120	Private Office
1.3 1.06	Open Office Equip. Allowance		Allow.	80	1	80	
	Support Areas					437	Subtotal of Items Below
1.3 1.07	Conference Room		CNF-12	240	1	240	Capacity 12 Persons
1.3 1.08	Kitchenette-Large		KIT-2	77	1	77	w/refridg., sink, microwave, cabinets
1.3 1.09	Multi-Purpose Room		SR6	120	1	120	Copier, fax, storage
1.3 1.10	Staff Restroom		TOI-4	60	1	60	1 Toilet/1 Lavatory

1.0 Police Department
1.4 Operations Division

NET USEABLE SQ. FT.
STAFF
Subtotal Net Square Feet
Circulation %
Circulation Sq. Ft.

TOTALS	COMMENTS
5,658	
65	
4,526	
25%	
1,132	

COMPONENT NUMBER	DESCRIPTION	STAFF	SPACE CODE	UNIT SQ. FT.	QTY.	NSF	COMMENTS
1.4 1.01	OFFICE SPACE-TYPE AREAS						
	Mgmt. and Patrol Staff Workstations					1,388	Subtotal of Items Below
1.4 1.02	Commander	x	PO4	140	1	140	Private Office
1.4 1.03	Lieutenants	x	PO4	140	3	420	Private Office
1.4 1.04	Sergeant - Patrol	x	SF3	80	8	640	Partitioned Workstation
1.4 1.05	Officer - Patrol	x	NDWR		34		No dedicated workstation required
1.4 1.06	CSO - Animal Control	x	SF2	64	2	128	Partitioned Workstation
1.4 1.07	Open Office Equipment Allow.			60	1	60	
	Pro-Act Office Area					684	Subtotal of Items Below
1.4 1.08	Sergeant - Pro-Act	x	SF3	80	2	160	Partitioned Workstation
1.4 1.09	Officer - Pro-Act	x	SF2	64	6	384	Need direct exterior access
1.4 1.10	Interrogation Room		ER	80	1	80	
1.4 1.11	Open Office Equipment Allow.			60	1	60	
	K-9 Unit					168	Subtotal of Items Below
1.4 1.12	Officer - K-9	x			4		
1.4 1.13	Shared Workstations		SF2	64	2	128	Partitioned Workstation
1.4 1.14	Open Office Equipment Allow.			40	1	40	
	Youth Services					432	Subtotal of Items Below
1.4 1.15	Sergeant	x	PO3	120	1	120	Private Office
1.4 1.16	Youth Service Officers	x	SF1	48	4	192	Partitioned Workstation
1.4 1.17	Open/Shared Office Equipment Allowance			120	1	120	
	Report Writing Area					482	Subtotal of Items Below
1.4 1.18	Report Writing Carrel		SPC	25	8	200	Locate along perimeter walls
1.4 1.19	Worktable - 6' x 3'		WT4B	88	2	176	Open Access
1.4 1.20	Forms Storage		SPC	12	4	48	
1.4 1.21	Bookcase		BC5-3	10	4	40	5 Shelves - 36"x 15"x 56"
1.4 1.22	Shredder		SHRD1	6	1	6	
1.4 1.23	Recycling Bin		RB2	6	1	6	Large
1.4 1.24	Trash Bin		TB2	6	1	6	Small
	Briefing/Multi-Purpose Room					666	Subtotal of Items Below
1.4 1.25	Lectern/Demonstration Area		OA	120	1	120	
1.4 1.26	Seating Area		SEAT-2	15	30	450	Movable tables and chairs
1.4 1.27	Storage Closet		SR1	48	2	96	6' D x 8' W
	STAGING/SHIFT CHANGE AREAS					536	Subtotal of Items Below
1.4 1.28	Sworn Staff Ops Bag Cubes		SPC	12	28	336	One unit = 3 stacked cubes;
1.4 1.29	SWAT Storage		ER	200	1	200	
	(CONTINUED ON NEXT PAGE)						

1.0 Police Department
1.4 Operations Division

Sheet 2 of 2

COMPONENT NUMBER	DESCRIPTION	STAFF	SPACE CODE	UNIT SQ. FT.	QTY.	NSF	COMMENTS
IN-CUSTODY HOLDING/INTERVIEW AREA						170	Subtotal of Items Below
1.4 1.30	Adult Holding		ER	45	1	45	
1.4 1.30	Juvenile Holding		ER	45	1	45	
1.4 1.30	Interview Room		ER	80	1	80	

1.0 Police Department
1.5 Administrative Division

	TOTALS	COMMENTS
NET USEABLE SQ. FT.	3,773	
STAFF	14	
Subtotal Net Square Feet	2,902	
Circulation %	30%	
Circulation Sq. Ft.	871	

COMPONENT NUMBER	DESCRIPTION	STAFF	SPACE CODE	UNIT SQ. FT.	QTY.	NSF	COMMENTS
1.5 1.01	PUBLIC COUNTER/RECORDS AREA					222	Subtotal of Item Below
1.5 1.02	Public Counter		PC1	45	2	90	Standing; both sides Forms storage millwork below
1.5 1.03	Workcounter - Perimeter		WC1-2A	15	2	30	Fax; Printers
1.5 1.04	Photocopier		CPY-2	42	1	42	Convenience/Freestanding
1.5 1.05	Open Office Equip. Allowance			60	1	60	
	GENERAL OFFICE AREA					140	Subtotal of Item Below
1.5 1.06	Commander	x	PO4	140	1	140	Private Office
	RECORDS OFFICE AREA					532	Subtotal of Item Below
	Workstations						Provide visibility public counter
1.5 1.07	Supervisor	x	PO3	120	1	120	Private Office
1.5 1.07	Program Specialist - FT	x	NDWR		8		Housed in shared workstations below
1.5 1.08	Program Specialist - PT	x	NDWR		3		Housed in shared workstations below
1.5 1.09	Shared Workstations		SF2	64	5	320	Partitioned Workstation
1.5 1.10	Open Office Equip. Allowance			80	1	80	
1.5 1.09	Recycling Bin		RB2	6	1	6	Large
1.5 1.10	Trash Bin		TB2	6	1	6	Small
	Records Storage Processing Area					593	Subtotal of Item Below
1.5 1.11	High Density Files		ER	400	1	400	Movable File Units
1.5 1.12	Microfilm Files		OA	25	2	50	
1.5 1.13	Photocopier		CPY-2	42	1	42	Convenience/Freestanding
1.5 1.14	Worktable - 5' x 2½'		WT1A	25	2	50	Front Access
1.5 1.15	Storage Shelving		SS-4	11	3	33	Open/Prefab Unit, 42"x 12"x 72"
1.5 1.14	Recycling Bin		RB2	6	1	6	Large
1.5 1.15	Trash Bin		TB2	6	1	6	Small
1.5 1.16	Shredder		SHRD1	6	1	6	
	PROPERTY/EVIDENCE					253	Subtotal of Item Below
	Bag and Tag Area						
1.5 1.17	Worktable - 6' x 3'		WT2B	47	1	47	Corner Located
1.5 1.18	Workcounter - Perimeter		WC1-4B	26	1	26	Wall Mounted, 48"x 30"x 42"
1.5 1.19	Sink		SPC	25	1	25	
1.5 1.20	Storage Shelving		SS-1	12	1	12	Open/Prefab Unit, 36"x 24"x 72"
1.5 1.21	Storage Cabinet		SC-L3	14	1	14	Locking, 2-Door, 36"x 18"x 72"
1.5 1.22	Evidence Lockers		SPC	96	1	96	16' x 3' x 6', multi-size, cash/narc. drop
1.5 1.23	Photocopier		CPY-1	30	1	30	Convenience/Desktop
1.5 1.24	Trash Bin		TB1	3	1	3	Small
	<i>CONTINUED ON NEXT PAGE</i>						

1.0 Police Department
1.5 Administrative Division

COMPONENT NUMBER	DESCRIPTION	STAFF	SPACE CODE	UNIT SQ. FT.	QTY.	NSF	COMMENTS
Evidence Booking and Control						262	Subtotal of Items Below
1.5 1.25	Property Evidence Specialist	X	SF3	80	1	80	Partitioned Workstation
1.5 1.26	Worktable - 6' x 3'		WT3B	61	1	61	Front/Both Sides Open
1.5 1.27	Storage Cabinet		SC-L3	14	1	14	Locking, 2-Door, 36"x 18"x 72"
1.5 1.28	Refrigerator		REF-2	17	2	34	Full Sized
1.5 1.29	File Cabinet - Lateral		FCL5-1	10	1	10	5 Drawer - 30" Wide
1.5 1.30	Video Equipment Racks		SPC	9	1	9	Evidence Tape Duplication
1.5 1.31	Pass-Through to Lab		SPC	9	1	9	
1.5 1.32	Lost Property Pickup Counter		PC1	45	1	45	Standing; both sides
Evidence/Property Storage - Small/Medium Items - High Value						611	Subtotal of Items Below
1.5 1.33	Staging Area		SPC	60	1	60	
1.5 1.34	Narcotics Vault		SPC	120	1	120	
1.5 1.35	Cash Safe		SPC	9	1	9	
1.5 1.36	Weapons		SPC	120	1	120	
1.5 1.37	Small Items		SS-1	12	5	60	Open/Prefab Unit, 36"x 24"x 72"
1.5 1.38	Medium Items		SS-7	16	8	128	Open/Prefab Unit, 48"x 24"x 72"
1.5 1.39	Walk in Freezer		SPC	80	1	80	
1.5 1.40	Refrigerator		REF-2	17	2	34	Full Sized
Evidence/Property Storage - Low Value Items							
<i>Assumes continued use of existing Out-Building</i>							
Evidence Lab						289	Subtotal of Items Below
1.5 1.41	Workcounter - Perimeter		WC1-3A	34	2	68	Wall Mounted, 48"x 36"x 36"
1.5 1.42	Workstation		OW1	42	1	42	Open Workstation
1.5 1.42	Fuming Area (Ninhydrin)		SPC	24	1	24	
1.5 1.43	Sink w/Emergency Eyewash		SPC	20	1	20	
1.5 1.44	Storage Shelving		SS-7	16	1	16	Open/Prefab Unit, 48"x 24"x 72"
1.5 1.45	Storage Cabinet (general items)		SC-L2	15	1	15	Locking, 2-Door, 36"x 24"x 72"
1.5 1.46	Storage Cabinet (hazardous items)		SC-L2	15	1	15	Locking, 2-Door, 36"x 24"x 72"
1.5 1.47	Storage Cabinet (evidence)		SC-L2	15	1	15	Locking, 2-Door, 36"x 24"x 72"
1.5 1.48	Fingerprint Comparator		SPC	25	1	25	
1.5 1.49	Refrigerator		REF-2	17	1	17	Full Sized
1.5 1.50	Blood Drying Cabinet		ER	16	2	32	
Vehicle Processing Area							
<i>Assumes continued use of existing Out-Building</i>							

1.0 Police Department
1.6 Support Division

	TOTALS	COMMENTS
NET USEABLE SQ FT.	4,006	
STAFF	20	
Subtotal Net Square Feet	3,338	
Circulation %	20%	
Circulation Sq. Ft.	668	

COMPONENT NUMBER	DESCRIPTION	STAFF	SPACE CODE	UNIT SQ. FT.	QTY.	NSF	COMMENTS
1.6 1.01	OFFICE-TYPE SPACE					1,878	Subtotal of Items Below
1.6 1.02	Commander	x	PO4	140	1	140	Housed under Component 1.3
	Training Officer						Housed under Component 1.3
1.6 1.03	Sergeant - Detective	x	PO3	120	2	240	Private Office
1.6 1.04	Officer - Detective	x	SF3	80	9	720	Partitioned Workstation
1.6 1.05	Administrative Secretary	x	PO3	120	1	120	Private Office
1.6 1.06	Program Specialist	x	PO3	120	1	120	Private Office
1.6 1.07	Crime Analyst	x	PO3	120	1	120	Private Office
1.6 1.08	Conference Area		CNFA-8	150	1	150	Capacity 8 Persons
1.6 1.09	Open Office Equipment Allowance			64	1	64	
1.6 1.10	Storage Room		SR4	96	1	96	8' D x 12' W
1.6 1.11	File Storage Room		SR5	108	1	108	9' D x 12' W
	INTERROGATION/INTERVIEW AREA					416	Subtotal of Items Below
1.6 1.12	Interrogation Room		ER	80	2	160	
1.6 1.13	Interview Room		ER	80	2	160	
1.6 1.14	Recording Equip./Observ. Rm.		ER	96	1	96	Locate between Int. and Inter. Rooms
	IT - Crime Analysis Room					374	Subtotal of Items Below
1.6 1.15	Shared Workstation		SF3	80	1	80	Partitioned Workstation
1.6 1.16	Workcounter - Perimeter		WC1-3A	34	2	68	Wall Mounted, 48"x 36"x 36"
1.6 1.17	Equipment Rack		SS-1	12	1	12	Open/Prefab Unit, 36"x 24"x 72"
1.6 1.18	Electronic Equip. (Evidence)		SC-L3	14	1	14	Locking, 2-Door, 36"x 18"x 72"
1.6 1.19	Computer Forensics Room		ER	200	1	200	
	Regional Property Crimes Task Force					670	Subtotal of Items Below
1.6 1.20	Sergeant - Detective	x	PO3	120	1	120	Private Office
1.6 1.21	Officer - Detective	x	SF3	80	4	320	Partitioned Workstation
1.6 1.22	Conference Area		CNFA-8	150	1	150	Capacity 8 Persons
1.6 1.23	Open Office Equipment		Allow	80	1	80	

New 64/128 Bed Jail Facilities Program
 Parking Calculations and Requirements

Fleet Inventory	Programmed Staff	2033 Peak Parking Demand	Comments
Department/Official Vehicles			
Standard		1	
Oversize		2	
Other Agency Law Enforcement Vehicles		3	
Subtotal - Department/Official Vehicles		6	
Staff Personal Vehicle Calculations			
<u>Civilian Staff</u>			
Professional Staff - Contract	2	2	Assumes all staff work day shift
Total Civilian Staff	1		
Civilian Staff Shifts 1 and 2 only		3	Admin Assist; Food Srv. Mgr.; Lead Cook
<u>Sworn Staff</u>			
Total Sworn Staff	24		
Sworn Staff Shifts 1 and 2 only		11	
Total Department Vehicles		16	
TOTAL SECURE PARKING REQUIREMENT		22	
Public Parking Requirements			
Public Parking - Inmate Visiting		15	Programmed at 150% of inmate visiting cap.
Public Parking - General Business		2	
Volunteer -Programs		3	
TOTAL NON-SECURE PARKING REQUIREMENT		20	
TOTAL PEAK PARKING REQUIREMENTS		27	42

New Police Facility
Parking Calculations and Requirements

Fleet Inventory	Vehicles/Staff		2033 Peak Demand	Comments
	Existing	Forecasted ¹		
Department Vehicles				
Take Home Cars	31	42	29	Peak volume estimated at 70% of total
Fleet/Speciality Vehicles				
Standard	22	30	30	
Oversize	2	3	3	
Total Department Vehicles	55	75	62	
Staff Personal Vehicle Calculations				
<i>Excludes detention staff</i>				
<u>Civilian Staff</u>				
Total Civilian Staff	15	17		Peak Demand Counts for two shift overlap
Civilian Staff Shifts 1 and 2 only	13	17	17	
<u>Sworn Staff</u>				
Total Sworn Staff	60	84		Peak Demand Counts for two shift overlap
Sworn Staff Shifts 1 and 2 only	45	67		
Less Take Home Vehicles	7	10		Excludes shift 3 (23% of total take home cars)
Sworn Staff Personal Vehicles	38	57	57	
Public Parking Requirements				
<i>Excludes detention staff</i>				
Public and Volunteer Parking			30	
TOTAL PEAK PARKING REQUIREMENTS			166	
Total Existing PSB Parking Spaces			110	
Net Surplus/Deficit			63	Excludes detention requirements

¹ Forecasted in relationship to staff increases (35%)

Elemental Summary Comparison

ELEMENTAL CODE	A	B	C	D	E
DATE OF ESTIMATE	New Police Station	Renovated Police Station	New Jail	New Site Development	Existing Site Redevelopment
	Jan-15	Jan-15	Jan-15	Jan-15	Jan-15
GROSS FLOOR AREA (G.F.A.) :	34,530 GFA	35,047 GFA	33,180 GFA	226,167 GFA	226,167 GFA
A SUBSTRUCTURE	\$420,564	\$171,523	\$466,959	\$0	\$0
	\$12.18 /sf	\$4.89 /sf	\$14.07 /sf	\$0.00 /sf	\$0.00 /sf
A10 FOUNDATIONS	420,564 12.18	171,523 4.89	466,959 14.07	-	-
FD Standard Foundations	175,235 5.07	11,920 0.34	165,900 5.00	-	-
SP Special Foundations	-	72,500 2.07	-	-	-
SG Slab on Grade	245,329 7.10	87,103 2.49	301,059 9.07	-	-
A20 BASEMENT CONSTRUCTION	-	-	-	-	-
BE Basement Excavation	-	-	-	-	-
BW Basement Walls	-	-	-	-	-
B SHELL	\$2,397,776	\$342,239	\$2,456,408	\$0	\$0
	\$69.44 /sf	\$9.77 /sf	\$74.03 /sf	\$0.00 /sf	\$0.00 /sf
B10 SUPERSTRUCTURE	594,635 17.22	53,297 1.52	606,980 18.29	-	-
FL Floor Construction	9,000 0.26	22,300 0.64	175,025 5.28	-	-
RF Roof Construction	585,635 16.96	30,997 0.88	431,955 13.02	-	-
B20 EXTERIOR CLOSURE	1,218,552 35.29	288,942 8.24	1,196,270 36.05	-	-
EW External Walls	433,211 12.55	244,964 6.99	1,093,770 32.96	-	-
WW External Windows	740,047 21.43	43,978 1.25	27,500 0.83	-	-
ED External Doors	45,294 1.31	-	75,000 2.26	-	-
B30 ROOFING	584,589 16.93	-	653,158 19.69	-	-
RC Roof Covering	570,570 16.52	-	403,158 12.15	-	-
RO Roof Opening	14,019 0.41	-	250,000 7.53	-	-
C INTERIORS	\$1,309,784	\$1,425,645	\$2,443,510	\$0	\$0
	\$37.93 /sf	\$40.68 /sf	\$73.64 /sf	\$0.00 /sf	\$0.00 /sf
C10 INTERIOR CONSTRUCTION	757,070 21.92	880,788 25.13	1,910,350 57.58	-	-
PT Partitions	422,146 12.23	548,878 15.66	995,400 30.00	-	-
ID Internal Doors	182,353 5.28	180,115 5.14	832,000 25.08	-	-
FT Fittings	152,571 4.42	151,795 4.33	82,950 2.50	-	-
C20 STAIRS	-	-	135,000 4.07	-	-
SC Stair Construction	-	-	135,000 4.07	-	-
SF Stair Finishes	-	-	-	-	-
C30 INTERIOR FINISHES	552,714 16.01	544,857 15.55	398,160 12.00	-	-
WF Wall Finishes	98,855 2.86	97,693 2.79	398,160 12.00	-	-
FF Floor Finishes	192,759 5.58	189,915 5.42	-	-	-
CF Ceiling Finishes	261,100 7.56	257,249 7.34	-	-	-
D SERVICES	\$3,408,859	\$3,608,703	\$3,387,290	\$0	\$0
	\$98.72 /sf	\$102.97 /sf	\$102.09 /sf	\$0.00 /sf	\$0.00 /sf
D10 CONVEYING	-	250,000 7.13	-	-	-
EV Elevators & Lifts	-	250,000 7.13	-	-	-
EX Escalators and Moving Walks	-	-	-	-	-
MH Other Conveying Systems	-	-	-	-	-
D20 PLUMBING	536,056 15.52	528,278 15.07	815,840 24.59	-	-
PF Plumbing Fixtures	218,882 6.34	215,780 6.16	550,400 16.59	-	-
DW Domestic Water Distribution	159,463 4.62	157,112 4.48	-	-	-
SW Sanitary Waste	92,874 2.69	91,505 2.61	-	-	-
RW Rain Water Drainage	28,038 0.81	27,624 0.79	-	-	-
PV Other Plumbing Systems	36,799 1.07	36,257 1.03	265,440 8.00	-	-
D30 MECHANICAL	1,181,084 34.20	1,163,661 33.20	1,061,760 32.00	-	-
EN Energy Supply	-	-	-	-	-
HG Heat Generation	981,316 28.42	966,840 27.59	-	-	-
HR Cooling Generating Systems	-	-	-	-	-
HC HVAC Distribution	-	-	-	-	-
AD Terminal & Package Units	-	-	-	-	-
CI HVAC Instrumentation & Controls	140,188 4.06	138,120 3.94	-	-	-
HV Testing Adjusting & Balancing	42,056 1.22	41,436 1.18	-	-	-
TB Other Special HVAC Systems & Equip.	17,524 0.51	17,265 0.49	1,061,760 32.00	-	-
D40 FIRE PROTECTION	159,464 4.62	157,112 4.48	182,490 5.50	-	-
FP Fire Protection & Sprinkler System	155,959 4.52	153,659 4.38	182,490 5.50	-	-
SA Standpipes	-	-	-	-	-
FI Fire Protection Specialties	-	-	-	-	-
OF Other Fire Protection Systems	3,505 0.10	3,453 0.10	-	-	-
D50 ELECTRICAL	1,026,877 29.74	1,011,729 28.87	1,327,200 40.00	-	-
SD Electrical Service & Distribution	525,705 15.22	517,950 14.78	-	-	-
LP Lighting & Branch Wiring	501,172 14.51	493,779 14.09	-	-	-
SE Other Electrical Systems	-	-	1,327,200 40.00	-	-
DS3 ELECTRICAL COMMS AND SECURITY	505,378 14.64	497,923 14.21	-	-	-
CM Communications & Security Systems	505,378 14.64	497,923 14.21	-	-	-
E EQUIPMENT & FURNITURE	\$386,656	\$381,641	\$919,530	\$0	\$0
	\$11.20 /sf	\$10.89 /sf	\$27.71 /sf	\$0.00 /sf	\$0.00 /sf
E10 EQUIPMENT	124,341 3.60	122,790 3.50	670,680 20.21	-	-
CE Commercial Equipment	-	-	158,180 4.77	-	-
IE Institutional Equipment	-	-	500,000 15.07	-	-
VE Vehicular Equipment	-	-	12,500 0.38	-	-
OE Other Equipment	124,341 3.60	122,790 3.50	-	-	-
E20 FURNISHINGS	262,315 7.60	258,851 7.39	248,850 7.50	-	-
FX Fixed Furnishings	262,315 7.60	258,851 7.39	248,850 7.50	-	-
MF Moveable Furnishings	-	-	-	-	-

Elemental Summary Comparison

ELEMENTAL CODE		A	B	C	D	E
DATE OF ESTIMATE		New Police Station Jan-15	Renovated Police Station Jan-15	New Jail Jan-15	New Site Development Jan-15	Existing Site Redevelopment Jan-15
F	SPECIAL CONST. & DEMO	\$0 \$0.00 /sf	\$220,130 \$6.28 /sf	\$1,088,000 \$32.79 /sf	\$50,000 \$0.22 /sf	\$50,000 \$0.22 /sf
F10	SPECIAL CONSTRUCTION	-	-	1,088,000 32.79	-	-
FS	Special Structures	-	-	-	-	-
IC	Integrated Construction	-	-	-	-	-
CS	Special Construction Systems	-	-	1,088,000 32.79	-	-
FA	Special Facilities	-	-	-	-	-
CO	Special Controls + Instrumentation	-	-	-	-	-
F20	SELECTIVE BUILDING DEMOLITION	-	220,130 6.28	-	50,000 0.22	50,000 0.22
DE	Demolition	-	220,130 6.28	-	50,000 0.22	50,000 0.22
HZ	Hazardous Materials	-	-	-	-	-
G	BUILDING SITWORK	\$11,250 \$0.33 /sf	\$3,690 \$0.11 /sf	\$14,070 \$0.42 /sf	\$2,885,364 \$12.76 /sf	\$2,591,740 \$11.46 /sf
G10	SITE PREPARATION	11,250 0.33	3,690 0.11	14,070 0.42	282,709 1.25	240,303 1.06
CL	Site Clearing	-	-	-	56,541 0.25	48,061 0.21
SI	Site Demolition & Relocation	-	3,690 0.11	-	113,084 0.50	96,121 0.43
EA	Site Earthworks	11,250 0.33	-	14,070 0.42	113,084 0.50	96,121 0.43
XZ	Hazardous Waste Remediation	-	-	-	-	-
G20	SITE IMPROVEMENTS	-	-	-	1,058,404 4.68	963,074 4.26
RD	Roadways	-	-	-	299,861 1.33	254,882 1.13
PK	Parking Lots	-	-	-	408,000 1.80	390,000 1.72
PE	Pedestrian Paving	-	-	-	76,733 0.34	64,077 0.28
DV	Site Development	-	-	-	142,500 0.63	142,500 0.63
LA	Landscaping	-	-	-	131,310 0.58	111,615 0.49
G30	SITE MECHANICAL UTILITIES	-	-	-	400,000 1.77	400,000 1.77
XW	Site Water Supply & Distribution	-	-	-	400,000 1.77	400,000 1.77
XS	Site Sanitary Sewer	-	-	-	-	-
ST	Site Storm Sewer System	-	-	-	-	-
XH	Heating Distribution	-	-	-	-	-
XC	Cooling Distribution	-	-	-	-	-
XF	Fuel Distribution	-	-	-	-	-
SM	Site Other Mechanical Utilities	-	-	-	-	-
G40	SITE ELECTRICAL UTILITIES	-	-	-	1,144,251 5.06	988,363 4.37
XL	Site Lighting	-	-	-	339,251 1.50	288,363 1.28
XD	Electrical Distribution	-	-	-	400,000 1.77	400,000 1.77
XM	Site Communications & Security	-	-	-	405,000 1.79	300,000 1.33
XU	Other Site Electrical Utilities	-	-	-	-	-
G90	OTHER SITE CONSTRUCTION	-	-	-	-	-
TN	Service & Pedestrian Tunnels	-	-	-	-	-
OS	Other Site Systems	-	-	-	-	-
BALANCE		-	-	-	-	-
SUBTOTAL DIRECT CONSTRUCTION COST		\$7,934,889 \$229.80 /sf	\$6,153,571 \$175.58 /sf	\$10,775,767 \$324.77 /sf	\$2,935,364 \$12.98 /sf	\$2,641,740 \$11.68 /sf
H	MARGINS + ADJUSTMENTS	4,064,857 \$117.72 /sf	4,082,919 \$116.50 /sf	5,520,172 \$166.37 /sf	1,503,718 \$6.65 /sf	1,353,302 \$5.98 /sf
	Phasing (10%)	-	615,357 17.56	-	-	-
	Total Direct Construction Cost	7,934,889 229.80	6,768,928 193.14	10,775,767 324.77	2,935,364 12.98	2,641,740 11.68
	General Conditions (8%)	634,791 18.38	541,514 15.45	862,061 25.98	234,829 1.04	211,339 0.93
	Bonds and Insurance (2%)	171,394 4.96	146,209 4.17	232,757 7.01	63,404 0.28	57,062 0.25
	Overhead and Profit (4%)	349,643 10.13	298,266 8.51	474,823 14.31	129,344 0.57	116,406 0.51
	Estimating Contingency (20%)	1,818,143 52.65	1,550,983 44.25	2,469,082 74.41	672,588 2.97	605,309 2.68
	Escalation (10%)	1,090,886 31.59	930,590 26.55	1,481,449 44.65	403,553 1.78	363,186 1.61
TOTAL CONTRACT COST (TCC)		\$11,999,746 \$347.52 /sf	\$10,236,490 \$292.08 /sf	\$16,295,939 \$491.14 /sf	\$4,439,082 \$19.63 /sf	\$3,995,042 \$17.66 /sf
Possible Versions of Construction Cost						
New Police Station + New Jail + New Site		\$32,734,767.00				
Renovated Police Station + New Jail + Extg Site		\$30,527,471.00				
Alternates						
Replace exterior cladding			\$1,311,141			
Replace roofing			\$855,640			



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Index #1

COUNCIL*DRAFT*
MINUTES

Special Meeting
May 11, 2015

Call to Order / Pledge of Allegiance

Mayor Nehring called the Special Meeting to order at 5:39 p.m.

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, Michael Stevens, Rob Toyer, Jeff Vaughan
Absent:	Jeff Seibert and Donna Wright
Also Present:	Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney Jon Walker

Councilmember Toyer announced he would be abstaining from the discussion since he is a Chamber board member.

Marysville Tulalip Chamber Contract Discussion

Will Ibershof, Marysville Tulalip Chamber Chair
Jessica Stickles, Marysville Tulalip Chamber President/CEO

Ms. Stickles reviewed the long-term strategic plan which outlines the Chamber's goals for this and future years.

1. Become the information gateway for the community – The Chamber will have the links, information, working calendars in one location.
2. Showcase members – give out advertising for members
3. Improve communications with members and community – weekly newsletter, online information

4. Implement sustainable membership growth model – 15% growth each year. She is working with the Membership Development Coordinator on hitting those targets. This will also be part of the scholarship program.
5. Use an online contact management system
6. Re-energize Chamber emissary committee – these are ambassadors that talk to businesses that are or are not members.
7. Activate a lead generation system for members – i.e. - have a star members award for members that are constantly bringing in new members
8. Offer business and executive round tables and forums – providing education
9. Offer meaningful education programs – tailoring education programs
10. Be visible – be at events, out and about
11. Honor members and community leaders – Business Person of the Year, Student Entrepreneur of the Year
12. Build solid relationships – Building bridges is one of the main reasons she was hired.

She then reviewed the outline for the proposed membership grant scholarship program. This would be a one-year program from June to June. Small businesses who have 1-2 employees or are owner-run and operated on a daily basis would be eligible. She liked the Council's feedback about having the buy-in requirement. The Chamber is recommending a flat \$100 fee for businesses. She stated that membership cost is \$280 plus a \$50 administrative fee. The \$100 would be taken off of that. The grant would cover the difference and would allow the Chamber to help 43 businesses. She discussed the requirements and the application process. The reason this is focused on small businesses is in order to focus on downtown.

Next, Ms. Stickles reviewed a sheet about what the Chamber does for its members including: lobbying, attracting business to the community, tourism events, business assistance, education, and networking.

She then discussed the resume of the Communications Program Intern that the Chamber would like to hire. This person is willing to do full time hours in the summer at the \$20 base pay rate which would use up half the grant. The Chamber would then hire another intern in the fall to continue the work at the same rate on a part-time basis which would use the other half of the grant funding.

Finally, Ms. Stickles discussed the direction the Chamber wants to go with its website. Chamber Master is the current vendor who offers the custom layout for \$10,000. There is a potential that it could cost more, but the Chamber is prepared to cover additional costs if there are any. Councilmember Vaughan asked how this might help with SEO (Search Engine Optimization). Ms. Stickles commented that having a responsive website will help with the SEO, and this website would be responsive. The vendor also has a team that would work with the Chamber as part of the package to improve SEO. Councilmember Vaughan asked what types of searches the Chamber hopes to see improvement in. Ms. Stickles said they want to focus on the information within the membership directory for the purposes of business relocation.

Councilmember Muller referred to the intern position and asked how the rate was established. He thought that interns usually worked for just the experience. \$20/hour seems high to him. Ms. Stickles said when she looked at job posting sites, and the majority of them were paying \$36,000 for a year of work with an intern. She decided on \$20,000 for the full year (part-time) which allowed the Chamber to get quite a few applications. Mayor Nehring commented that was much more than the City would pay for an intern. Councilmember Muller commented that broadcasting interns start at \$10-13/hour for major organizations. Mr. Ibershof commented on the value of this position which would free up Jessica and would increase memberships and partnerships. Councilmember Muller asked if James, the Membership Coordinator, is paid a base rate plus a salary. Ms. Stickles affirmed that he is, and added that he is exceeding his goals.

Mr. Ibershof distributed a copy of the Chamber's draft budget. Ms. Stickles commented that she was very conservative in creating the budget. General questions and answers followed.

Mayor Nehring asked about creative ideas for generating more sustainable income for the Chamber. Ms. Stickles explained that the Chamber has applied for several Wal-Mart grants which are available to non-profits. The carnival will probably bring in about \$10,000 in profit. A mother-daughter event is underway right now. They will possibly be introducing a gala as well. Mayor Nehring asked if there are any health or dental benefits available to Chamber members. Ms. Stickles explained that the new member packet has information about health benefits available through a group discount plan with Affiliated Associations of America.

Mayor Nehring asked about the partnership with the Economic Alliance. Ms. Stickles reviewed that partnership. Economic Alliance tends to focus more on large businesses so they're working with the CEO's and managers helping them with business development and managing employees. The Chamber will focus more on the small to mid-sized businesses and giving them networking and education opportunities. Mr. Ibershof added that they will also be doing some lobbying work in Olympia on the initiatives for small business.

Councilmember Muller asked if there is a national chamber site in addition to the local website. Ms. Stickles stated that the Chamber is affiliated with the US Chamber of Commerce and also with the WCCE (Washington Chamber of Commerce Executives). Both of those sites link to the Marysville Tulalip Chamber. Councilmember Muller asked about leveraging that to the greatest benefit for the City. Ms. Stickles replied that this will be an ongoing conversation the Chamber will be having with the Council and the community because marketing the community is one of the Chambers's goals. She reviewed how the local part of this process currently works with referring prospects to the City. Mr. Ibershof added that part of the reason for improving the website is to constantly grow, develop, and create an attraction component.

Councilmember Vaughan asked how well aligned the Chamber is with things the City is trying to do in terms of economic development. Ms. Stickles replied that for the most part it aligns because the Chamber is encouraging growth and development. She added

that she has discussed some of the tourism promotion ideas she's had with different department directors. For example, today she offered to help Jim Ballew write a grant for the tour of lights to help develop that tourism attraction.

Councilmember Muller asked how the Chamber is looking at having their request financed. Ms. Stickles stated that their preference is a lump sum because all the parts of the projects are waiting for a go.

Council recessed from 6:23-6:27 p.m.

Councilmember Vaughan commented on the value of having a policy discussion about whether or not the Council even desires to continue subsidizing the Chamber. If so, is the list of projects they have presented acceptable?

Councilmember Toyer asked about the City's role in small business development. CAO Hirashima commented that this is where the Chamber can really play a role in the City. Every month the City sends the Chamber a list of applications and existing licenses so they can make contact with all the businesses that are licensed in Marysville.

Councilmember Toyer asked about the Chamber's value to the City. There was discussion about the Chamber's recent issues and current transition period. CAO Hirashima commented on the value of the Chamber for smaller businesses in the community.

Councilmember Toyer said he would rather see the Chamber limit scholarships to Marysville businesses. There appeared to be consensus on this. Several Councilmembers expressed concern about the cost of the intern position. There was general support of the website improvements.

There was discussion about the positive image aspect of a large community having a vibrant chamber. Councilmember Norton commented on the importance of the Chamber understanding what the City's economic development goal and strategy is so they can align what they're doing with what the City is trying to do. CAO Hirashima noted that Ms. Stickles seems to be making an attempt to do this, and added that she is still relatively new in her position. Mayor Nehring discussed the challenges the Chamber is facing with the change in administration. He commented that there are ways to approach this without being forever tied to subsidizing the Chamber. He doesn't think the Chamber's intention is for that to be the case either. It's in their best interest to become self-sufficient.

Councilmember Stevens spoke to the importance of supporting the Chamber after the Council had strongly encouraged them to change. Councilmember Muller suggested giving them the money in two chunks. Councilmember Toyer commented that the City has failed to provide specific direction to the Chamber. There was discussion about how interns typically are volunteers and are not expected to get paid much, if at all.

There was consensus to put this item on the agenda for May 26 to decide if the Council wants to support the Chamber. If they decide to support the Chamber they can then discuss the details. If a workshop is needed after that the Council can schedule one.

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Adjournment

Seeing no further business Mayor Nehring adjourned the special meeting at 6:48 p.m.

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Excuse Councilmember Wright.	Approved
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Proclamation: Declaring May 14, 2015 as Arbor Day in the City of Marysville	Presented
Proclamation: Declaring May 15, 2015 as Peace Officers' Memorial Day and May 11 – 17 as Police Week in the City of Marysville	Presented
Legislature Updates from Representative Harmsworth	Presented
Audience Participation	
Approval of Minutes	
Approval of the April 6, 2015 City Council Work Session Minutes	Approved
Approval of the April 13, 2015 City Council Meeting Minutes	Approved
Consent Agenda	
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	Approved
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	Approved
Consider Approving the April 20, 2015 Payroll in the Amount of \$904,826.68; Paid by Check Numbers 28791 through 28824	Approved
Consider Approving the Interlocal Agreement with the City of Stanwood for Outdoor Video Services	Approved
Consider Approving the Master Permit Agreement with Maryfest Inc. to Present the 2015 Marysville Strawberry Festival as Proposed	Approved
Consider Approving the Three Separate Landowner Agreements between the City of Marysville and the Adopt-A-Stream Foundation	Approved
Consider Approving the May 5, 2015 Payroll in the Amount of \$1,566,744.32; Paid by Check Numbers 28825 through 28873	Approved
Review Bids	
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.	Approved
Public Hearings	
Consider the Citizen Advisory Committee's Recommendation and Adopt the 2015-2019 Consolidated Plan - An Ordinance Adopting the 2015 – 2019 Community Development Block Grant Consolidated Plan Pursuant to 24 Code of Federal Regulations (CFR) Part 91	Approved Ord. No. 2992
New Business	
Consider the Seven Firework Stand Permit Applications Submitted by TNT	Approved

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	
Consider a Resolution Declaring Vehicles, Pumps, and Other Certain Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof	Approved Res. No. 2374
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	Approved Res. No. 2375
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:50 p.m.

COUNCIL*DRAFT*
MINUTES**Regular Meeting**

May 11, 2015

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Chris Rich from Damascus Road Church gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

Council: Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan

Absent: Donna Wright

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Commander Wendy Wade, City Attorney John Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Planning Assistant Amy Hess, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve the agenda. **Motion** passed unanimously (6-0).

Motion made by Councilmember Seibert, seconded by Councilmember Vaughan, to excuse Councilmember Wright. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Vaughan reported on the Fireworks Committee meeting last Thursday where they discussed the data collection that has occurred since the last meeting. The Committee came to some conclusions which they will bring to a later Council meeting.

Presentations**A. Proclamation: Declaring May 14, 2015 as Arbor Day in the City of Marysville**

Mayor Nehring read the Proclamation declaring May 14, 2015 as *Arbor Day in the City of Marysville* and urging all citizens to celebrate Arbor Day, to support efforts to protect our trees and woodlands, and to plant trees to gladden the heart and promote the well-being of this and future generations.

B. Proclamation: Declaring May 15, 2015 as Peace Officers' Memorial Day and May 11 – 17 as Police Week in the City of Marysville

Mayor Nehring read the Proclamation declaring May 15, 2015 as *Peace Officers' Memorial Day* and May 11-17 as *Police Week in the City of Marysville* and calling upon citizens of Marysville to honor May 15 as *Peace Officers' Memorial Day* in honor of those law enforcement officers who through their courageous deeds have made the ultimate sacrifice of service to their community or who have become disabled in the performance of duty.

C. Legislature Updates from Representative Harmsworth

Representative Mark Harmsworth gave an update on what has been happening in Olympia. With regard to transportation, both House and Senate have had transportation packages sent forward. The Senate was the first one to come out with theirs which included a series of reforms included in the package. The reforms to the transportation budget were one of the criteria being used by the Senate. The House package was then presented to the Transportation Committee. He stated he voted against it because it did not include reforms. He reviewed a pie chart showing proposed House Democrat Transportation Spending. He expressed concerns about the amount allocated to Sound Transit 3 (50%) and the amount that would end up in local communities (30%). He stated it is critical that the government holds itself accountable for spending. He reviewed proposed reform items that are currently being held up in the legislature. The capital budget passed out of the House last month and has gone to the Senate. He expects to see that pass. The crux of the operating budget is the package coming out of the House needs a tax piece to it to make it work.

Questions:

Councilmember Toyer asked about the carbon tax. Mr. Harmsworth stated that the Governor has threatened to add a carbon tax which would result in an additional tax of \$1.12 per gallon.

Councilmember Muller asked Representative Harmsworth about his feelings about the transportation package passing. Representative Harmsworth thought it had a 50/50 chance.

Audience Participation

None

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

1. Approval of the April 6, 2015 City Council Work Session Minutes

Councilmember Muller stated he was absent at the April 6 meeting and would be abstaining.

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to approve the April 6, 2015 City Council Work Session Minutes. **Motion** passed unanimously (5-0) with Councilmember Muller abstaining.

2. Approval of the April 13, 2015 City Council Meeting Minutes

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve the April 13, 2015 City Council Meeting Minutes. **Motion** passed unanimously (6-0).

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

DRAFT

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

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve Consent Agenda items 3, 4, 5, 8, 10, 11, and 15. **Motion** passed unanimously (6-0).

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.

Director Nielsen stated that the City received a great bid from CPS Materials dba Smokey Point Concrete.

Councilmember Muller asked when trucks would start hauling. Director Nielsen replied it would be just after Memorial Day.

Motion made by Councilmember Muller, seconded by Councilmember Norton, to award 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. **Motion** passed unanimously (6-0).

Public Hearings

7. Consider the Citizen Advisory Committee's Recommendation and Adopt the 2015-2019 Consolidated Plan

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

Public Testimony:

Annie Peterson, 427 – 101st Avenue NE, Lake Stevens, WA, stated she works at Snohomish Health District in Everett and was speaking on behalf of Dr. Goldbaum. She read a letter that Dr. Goldbaum wrote in regard to the Consolidated Plan urging the City to ensure there is a no smoking indoor policy in place in the Plan.

Comments and Questions:

Councilmember Seibert asked if there is a no indoor smoking policy in place in the Consolidated Plan. Ms. Hess explained that the City does not have a policy. The City

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receives such a small amount of money from CDBG that it utilizes the home funds for Snohomish County for multifamily public housing projects. The County has incentive policies where the applicants get bonus points if they put a no smoking policy in place. This approach has been quite successful. Councilmember Seibert asked what it would take to add a no indoor smoking policy. Ms. Hess replied it would take reviewing the Consolidated Plan and a recommendation from Council to include such a policy.

Councilmember Muller asked if it is even possible to make it mandatory since smoking is a legal action. City Attorney Walker was not sure. Ms. Hess explained that the County determined that the policing aspect of a no indoor smoking policy becomes overly burdensome and cost-prohibitive because of the enforcement. This is why they opted for the voluntary policy.

Councilmember Seibert asked Council's opinion about adding the no indoor smoking requirement.

Councilmember Toyer asked if that would hold up the draft document. Ms. Hess explained staff could submit it as is and then do an amendment because it is due by the 15th.

Councilmember Muller spoke in support of leaving it voluntary due to the policing aspect.

Councilmember Norton asked what impact a no smoking policy would have on the City in terms of its interactions with the other agencies. Ms. Hess replied it wouldn't affect the City much because of the limited amount of funds the City gets.

Councilmember Stevens asked if the policing burden would fall on the management of the property. Ms. Hess stated that it would. Councilmember Stevens expressed surprise that this isn't already a policy that is in place. Ms. Hess noted that most of the public housing authorities have no indoor smoking policies already in place.

Director Jim Ballew added that all of the parks projects associated with the CDBG grants have a no smoking policy and have been very successful with it even though it is somewhat burdensome.

Motion made by Councilmember Seibert, seconded by Councilmember Toyer, to adopt Ordinance No. 2992 affirming the Citizen Advisory Committee's recommendation to adopt the 2015-2019 Consolidated Plan with an amendment to come back at a later date with a no indoor smoking policy. **Motion** passed unanimously (6-0).

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

CAO Hirashima reviewed the applications.

Motion made by Councilmember Vaughan, seconded by Councilmember Norton, to approve the nine fireworks applications. **Motion** passed unanimously (6-0).

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

Director Nielsen had no new comments.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve Resolution No. 2374. **Motion** passed unanimously (6-0).

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

Director Langdon stated she had no additional information.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to adopt Resolution No. 2375. **Motion** passed unanimously (6-0).

Mayor's Business:

- Thanks to the police for the invitations to the Simunitions training. This was a fantastic experience.
- He gave an update on the industrial bill. It is still alive in Olympia. SB 5761 passed unanimously in the Senate, got out of all the committees in the House, and is waiting in Rules. He believes that there is a chance it will eventually pass.
- The AWC Large City Advisory Group has asked if any councilmembers want to serve on the committee. Councilmember Muller volunteered.

Staff Business:

Wendy Wade gave an update from Commander Lamoureux. She expressed appreciation to those who came out for the Simunitions training. She also expressed appreciation for the support at the opening of Police Week.

Sandy Langdon had no comments.

Jon Walker had no comments.

Kevin Nielsen:

- Staff has received quite a few complaints about the signal timing at 88th and 36th which was timed with the WSDOT signal. It was discovered there are some broken loops at the signal and this will be addressed.
- 99th and State signal was a video detection issue and will also be addressed.
- 84th and 67th was also a video detection issue and will be taken care of.
- Sunnyside is complete.
- Parkside is currently under construction.

Jim Ballew:

- Thanks for the Arbor Day Proclamation. Staff will be planting lots of trees around town.
- The spray park will be opening in less than two weeks.

Gloria Hirashima had no comments.

Call on Council

Kamille Norton commented that Simunitions training was a lot of fun. Thanks to the Police for letting Council participate. It was a great experience.

Steve Muller asked if a subject is still at large from a recent event. Wendy Wade wasn't sure.

Rob Toyer said he also attended the Simunitions training and thoroughly enjoyed it. Thanks for the invitation.

Michael Stevens said he attended the Simunitions training on Friday. It was very enlightening and enjoyable.

Jeff Seibert:

- He asked when the City will be paving Sunnyside. Director Nielsen thought it would be at the end of June.
- He asked for information about which loops were out.

Jeff Vaughan relayed his experience with Simunitions training in Citizens Academy several years ago.

DRAFT

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:50 p.m.

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 8, 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 **May 13, 2015** claims in the amount of **\$924,192.70** paid by **Check No.'s 99982 through 100143 with Check No. 88243 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-5

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 **\$924,192.70 PAID BY CHECK NO.'S 99982 THROUGH 100143 WITH CHECK NO. 88243 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 **8TH DAY OF JUNE 2015.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/7/2015 TO 5/13/2015

<u>HK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
9982	AFTS	REMITTANCE PROCESSING	UTILITY BILLING	811.05
	AFTS	BILL PRINTING SERVICES	UTILITY BILLING	7,906.77
9983	AMERICAN PLANNING	MEMBERSHIP DUES-DUNGAN	COMMUNITY DEVELOPMENT-	400.00
9984	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.37
	ARAMARK UNIFORM		MAINTENANCE	11.37
	ARAMARK UNIFORM		MAINTENANCE	11.37
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.88
9985	AUSTRIA, RANDY & C	UB 848313710000 8313 71ST ST N	WATER/SEWER OPERATION	300.00
9986	BACKSTROM CURB	COMEFORD PARK IMPROVEMENTS	GMA-PARKS	12,868.00
	BACKSTROM CURB		PARK & RECREATION FAC	20,194.09
9987	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	50.40
	BARRETT, SUZANNE		RECREATION SERVICES	192.00
9988	BEACH, PAULINE	JURY DUTY	COURTS	12.30
9989	BENNETT, WILLIAM	UB 031489700000 7709 85TH PL N	WATER/SEWER OPERATION	151.41
9990	BEST AUTO	RADIO	EQUIPMENT RENTAL	49.28
9991	BEVAN, LAWANA	UB 651449010502 5922 102ND ST	WATER/SEWER OPERATION	126.51
9992	BICKFORD FORD	IGNITION COILS AND SPARK PLUGS	EQUIPMENT RENTAL	461.75
9993	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	536.93
9994	BLUMENTHAL UNIFORMS	UNIFORM-SAINT-DENIS	DETENTION & CORRECTION	127.95
	BLUMENTHAL UNIFORMS	UNIFORM-JONES	POLICE INVESTIGATION	277.33
	BLUMENTHAL UNIFORMS	UNIFORM-SAINT-DENIS	DETENTION & CORRECTION	1,109.75
	BLUMENTHAL UNIFORMS	AWARDS CEREMONY SUPPLIES	POLICE ADMINISTRATION	1,873.32
9995	BOOTH, NANCY	UB 245725121000 5725 121ST PL	WATER/SEWER OPERATION	53.30
9996	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,400.00
9997	BROCK, TINA	REIMBURSE MILEAGE	CITY CLERK	21.46
9998	CANONIZADO, REYCARLO	JURY DUTY	COURTS	21.50
9999	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
0000	CARITHERS, STEPHEN*	UB 452150000001 13822 54TH DR	WATER/SEWER OPERATION	114.22
0001	CARLSON, DEAN	JURY DUTY	COURTS	15.70
0002	CARRS ACE	KEYS MADE	STORM DRAINAGE	6.53
	CARRS ACE	GARBAGE CANS	PARK & RECREATION FAC	36.97
	CARRS ACE	CABLE TIES, MOSS OUT, BITS AND	WASTE WATER TREATMENT F	177.14
	CARRS ACE	SIGNAL AND LIGHTING SUPPLIES	STREET LIGHTING	191.89
0003	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	12,074.84
0004	CENTRAL WELDING SUPP	WELDING GAS	EQUIPMENT RENTAL	76.12
0005	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,358.29
0006	COMCAST	MONTHLY BROADBAND CHARGE	COMPUTER SERVICES	253.99
0007	COOP SUPPLY	RETURN NET	RECREATION SERVICES	-43.51
	COOP SUPPLY	EMBLEM	PARK & RECREATION FAC	8.69
	COOP SUPPLY	POULTRY NET	RECREATION SERVICES	43.51
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	56.57
	COOP SUPPLY	FERTILIZER AND SUPPLIES	PARK & RECREATION FAC	79.58
0008	CORPORATE OFFICE SPL	PEN HOLDER	WATER DIST MAINS	3.20
	CORPORATE OFFICE SPL	OFFICE SUPPLIES	WATER DIST MAINS	260.02
0009	COSTA, RIETTA	INSTRUCTOR SERVICES	COMMUNITY CENTER	72.00
0010	CRISTIANO'S	MEETING SUPPLIES	EXECUTIVE ADMIN	10.83
	CRISTIANO'S	RECOVERY CLASS SUPPLIES	EXECUTIVE ADMIN	170.44
0011	DAILY JOURNAL OF COM	LEGAL AD	GMA - STREET	483.60
0012	DELL	MONITOR	LEGAL-GENL	203.99
	DELL	PC	LEGAL-GENL	1,039.98
0013	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	302.10
0014	DEPT OF TRANSPORTATI	UB 900983000000 EBAY SLOUGH B	WATER/SEWER OPERATION	148.67
0015	DIAMOND B CONSTRUCT	FAN MOTOR-PARKS	PARK & RECREATION FAC	508.69
	DIAMOND B CONSTRUCT	HEAT PUMP AND FURNACE-MILL BLD	MAINT OF GENL PLANT	6,063.16
0016	DICKS TOWING	TOWING EXPENSE-MP15-3153	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-3236	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-3400	POLICE PATROL	43.52

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0016	DICKS TOWING	TOWING EXPENSE-MP15-3435	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7314	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-NISSAN	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-2807	POLICE PATROL	88.40
	DICKS TOWING		POLICE PATROL	88.40
	DICKS TOWING	TOWING EXPENSE-MP15-3306	POLICE PATROL	114.24
0017	DOUP, SADA JAMES	INSTRUCTOR SERVICES	RECREATION SERVICES	180.00
0018	DYNAMIC BRANDS, LLC	CART BAG	GOLF COURSE	152.00
0019	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	4.35
	E&E LUMBER		POLICE PATROL	8.49
	E&E LUMBER	PLUMBERS TAPE AND DRAIN OPENER	PUBLIC SAFETY BLDG.	12.62
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	17.72
	E&E LUMBER	BOLTS, FASTENERS AND SAND PAPE	STORM DRAINAGE	21.22
	E&E LUMBER	LUMBER	MAINT OF GENL PLANT	28.07
	E&E LUMBER	CONCRETE	CITY STREET-GENL	30.79
	E&E LUMBER	BULBS, STRAP, FASTENERS AND CO	PARK & RECREATION FAC	45.46
	E&E LUMBER	LUMBER	MAINT OF GENL PLANT	85.30
	E&E LUMBER	LUMBER, ENTRY LEVER AND KEYS	MAINT OF GENL PLANT	95.12
	E&E LUMBER	LUMBER, JOISTS AND HANGERS	MAINT OF GENL PLANT	258.49
0020	ELKINS, DONALD	UB 091441500000 14415 48TH DR	WATER/SEWER OPERATION	189.57
0021	EVERETT COMMUNITY CO	FLAGGING/TRAFFIC CONTROL CLASS	TRANSPORTATION MANAGEM	59.00
0022	EVERETT TIRE & AUTO	TIRES	ER&R	478.23
0023	EVERETT, CITY OF	ANIMAL SHELTER FEES	ANIMAL CONTROL	3,155.00
0024	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	58.68
0025	FRANKS, PHYLLIS	JURY DUTY	COURTS	19.20
0026	FROLICH, JUANITA		COURTS	14.00
0027	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.68
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.68
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.68
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.68
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.68
	FRONTIER COMMUNICATI		CITY CLERK	15.37
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	15.37
	FRONTIER COMMUNICATI		YOUTH SERVICES	23.05
	FRONTIER COMMUNICATI		LEGAL-GENL	23.05
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	23.05
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	30.73
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	38.41
	FRONTIER COMMUNICATI		FINANCE-GENL	38.41
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	38.41
	FRONTIER COMMUNICATI		RECREATION SERVICES	38.41
	FRONTIER COMMUNICATI		STORM DRAINAGE	38.41
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	38.41
	FRONTIER COMMUNICATI		COMPUTER SERVICES	46.12
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	50.34
	FRONTIER COMMUNICATI	PHONE CHARGES	PARK & RECREATION FAC	53.78
	FRONTIER COMMUNICATI		UTILITY BILLING	61.46
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	61.46
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIOI	67.31
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	69.14
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	69.14
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	69.14
	FRONTIER COMMUNICATI		ENGR-GENL	76.83
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	84.51
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	92.19
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	107.56
	FRONTIER COMMUNICATI		UTIL ADMIN	145.97

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<u>HK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0027	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	176.70
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	225.03
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	330.35
0028	FRONTIER COMMUNICATI	LONG DISTANCE	CRIME PREVENTION	0.02
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.02
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.06
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.23
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.26
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	0.35
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	0.41
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	0.82
	FRONTIER COMMUNICATI		ANIMAL CONTROL	0.91
	FRONTIER COMMUNICATI		RECREATION SERVICES	1.04
	FRONTIER COMMUNICATI		CITY CLERK	1.16
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	2.57
	FRONTIER COMMUNICATI		COMMUNITY CENTER	2.99
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	4.40
	FRONTIER COMMUNICATI		LEGAL-GENL	5.43
	FRONTIER COMMUNICATI		FINANCE-GENL	5.50
	FRONTIER COMMUNICATI		STORM DRAINAGE	5.61
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	5.64
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	6.49
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	6.68
	FRONTIER COMMUNICATI		UTIL ADMIN	8.07
	FRONTIER COMMUNICATI		ENGR-GENL	8.10
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	9.12
	FRONTIER COMMUNICATI		UTILITY BILLING	9.21
	FRONTIER COMMUNICATI		POLICE PATROL	10.21
	FRONTIER COMMUNICATI		COMPUTER SERVICES	11.35
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	11.37
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	12.73
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	17.72
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	17.86
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	39.09
0029	FUENTES, CARMEN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
0030	GOVCONNECTION INC	VIDEO CARD	POLICE INVESTIGATION	39.45
	GOVCONNECTION INC	ETHERNET ADAPTER AND KEYBOARD	COMPUTER SERVICES	250.68
	GOVCONNECTION INC	LABEL PRINTER	DETENTION & CORRECTION	553.04
0031	GRAINGER	SHELVES	MAINT OF GENL PLANT	979.41
0032	GREENE, LOREN	JURY DUTY	COURTS	15.70
0033	GREENSHIELDS	AIR HOSE, PIPE AND BUSHINGS	WASTE WATER TREATMENT F	58.68
	GREENSHIELDS	CCTV CAMERA REPAIR SUPPLIES	STORM DRAINAGE	139.64
	GREENSHIELDS		SEWER MAIN COLLECTION	139.65
	GREENSHIELDS	SMALL TOOLS	WASTE WATER TREATMENT F	156.58
	GREENSHIELDS	HOSE ASSEMBLY	EQUIPMENT RENTAL	205.80
	GREENSHIELDS	HYDRAULIC FITTINGS	ER&R	347.80
0034	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	187.50
0035	GRIFFIN, LEON	UB 090450000001 4905 89TH PL N	WATER/SEWER OPERATION	12.96
0036	HALL, DARRYL	UB 331412600001 14920 44TH DR	WATER/SEWER OPERATION	215.87
0037	HALLIDAY, SUSAN	JURY DUTY	COURTS	10.50
0038	HARVEY, STEVE		COURTS	12.30
0039	HD FOWLER COMPANY	RETURN PVC PIPE	SEWER MAIN COLLECTION	-182.78
	HD FOWLER COMPANY	PVC PIPES	SEWER MAIN COLLECTION	116.20
	HD FOWLER COMPANY	COUPLINGS AND PVC PIPE	SEWER MAIN COLLECTION	249.52
	HD FOWLER COMPANY	WRENCHES, TAPES, PROBES AND HO	ER&R	362.44
0040	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	138,942.35
0041	HEATH, ILIA	TRAINING/TRAVEL REIMBURSEMENT	OFFICE OPERATIONS	781.03

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<u>HK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
0042	HOLLAND, CHRIS	REIMBURSE ADMIN PROFESSIONALS	COMMUNITY DEVELOPMENT-	146.75
	HOLLAND, CHRIS	APA CONF (SEATTLE) EXPENSE REI	COMMUNITY DEVELOPMENT-	683.89
0043	HORNUNG, CHRIS	REIMBURSE MCA CONF EXPENSES	PROBATION	305.25
0044	HU, MICHAEL	JURY DUTY	COURTS	11.80
0045	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
0046	INTERSTATE AUTO PART	WORKLIGHTS AND MINI LAMPS	EQUIPMENT RENTAL	221.47
	INTERSTATE AUTO PART	HEADLAMPS AND WORK LIGHTS	ER&R	281.59
0047	ISOM, DAWN	REIMBURSE TRAINING EXPENSES	OFFICE OPERATIONS	140.87
0048	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	28,618.55
0049	KLEMENTSEN, TORY	INSTRUCTOR SERVICES	RECREATION SERVICES	189.00
	KLEMENTSEN, TORY		RECREATION SERVICES	315.00
0050	KUNG FU 4 KIDS		RECREATION SERVICES	762.30
0051	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
0052	LAKE INDUSTRIES	CONCRETE HAULED	SEWER MAIN COLLECTION	120.00
	LAKE INDUSTRIES		STORM DRAINAGE	120.00
	LAKE INDUSTRIES		STORM DRAINAGE	420.00
0053	LAKEWOOD COMMONS CON	UB 570704430000 2809 180TH ST	WATER/SEWER OPERATION	165.36
0054	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	237.00
0055	LEMMON, WILLIAM	JURY DUTY	COURTS	13.40
0056	LERVICK, YVONNE	REFUND CLASS FEES	PARKS-RECREATION	40.00
0057	LOWES HIW INC	BATTERIES	SOURCE OF SUPPLY	25.77
	LOWES HIW INC	ENTRANCE MAT	MAINT OF GENL PLANT	25.82
	LOWES HIW INC	FASTENERS	PARK & RECREATION FAC	67.10
	LOWES HIW INC	RAGS, TAPE, GASKET AND EXTENSI	MAINT OF GENL PLANT	97.43
	LOWES HIW INC	TABLES	ADMIN FACILITIES	103.32
0058	MANDAU, CAROL	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
0059	MARYSVILLE AWARDS	PLAQUE	EXECUTIVE ADMIN	166.13
0060	MARYSVILLE PRINTING	BUSINESS CARDS	COMMUNITY DEVELOPMENT-	169.45
0061	MASONHOLDER,LIZABETH	INSTRUCTOR SERVICES	COMMUNITY CENTER	60.00
0062	MEIER, GARY L	UB 071310955000 13109 55TH DR	WATER/SEWER OPERATION	44.01
0063	MISHLER, BRONLEA	PRINTING/CONFERENCE REIMBURSEM	EXECUTIVE ADMIN	86.72
	MISHLER, BRONLEA		EXECUTIVE ADMIN	245.89
0064	MIZELL, TARA	TRAINING SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	28.27
	MIZELL, TARA	SUPPLY REIMBURSEMENT	COMMUNITY CENTER	127.21
0065	MOREHEAD, LOUISE	INTERPRETER SERVICES	COURTS	136.69
	MOREHEAD, LOUISE		COURTS	136.91
0066	MORRISON, RYAN	REIMBURSE PARKING EXPENSE	ENGR-GENL	39.00
0067	MOTOR TRUCKS	ANTIFREEZE	EQUIPMENT RENTAL	484.11
0068	MOUNTLAKE TERRACE	ANNUAL ASSESSMENT FOR AHA	NON-DEPARTMENTAL	3,702.00
0069	MUNICIPAL CLERKS	MEMBERSHIP DUES-OBRIEN	CITY CLERK	75.00
0070	MURRAY, SHIRLEY	JURY DUTY	COURTS	12.30
0071	NELSON PETROLEUM	FUEL CONSUMED	MAINTENANCE	1,859.26
0072	NORRIE, ROSS A	UB 761303600002 7724 74TH DR N	WATER/SEWER OPERATION	197.01
0073	NORTH CENTRAL LABORA	WWTP SUPPLIES	WATER/SEWER OPERATION	-37.20
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT F	459.91
0074	NORTHEND TRUCK EQUIP	HOPPER SANDER AND ACCESSORIES	EQUIPMENT RENTAL	9,957.32
0075	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	605.00
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	605.00
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	640.10
	NORTHSTAR CHEMICAL		WATER FILTRATION PLANT	640.10
0076	OFFICE DEPOT	CREDIT OFFICE SUPPLIES	COMPUTER SERVICES	-39.14
	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	4.69
	OFFICE DEPOT		UTIL ADMIN	4.70
	OFFICE DEPOT		ENGR-GENL	6.51
	OFFICE DEPOT		POLICE PATROL	6.55

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00076	OFFICE DEPOT	OFFICE SUPPLIES	COMPUTER SERVICES	7.61
	OFFICE DEPOT		LEGAL - PROSECUTION	8.30
	OFFICE DEPOT		COMPUTER SERVICES	13.50
	OFFICE DEPOT		ENGR-GENL	18.49
	OFFICE DEPOT		LEGAL - PROSECUTION	28.53
	OFFICE DEPOT		UTIL ADMIN	32.85
	OFFICE DEPOT		ENGR-GENL	32.86
	OFFICE DEPOT		COMPUTER SERVICES	39.14
	OFFICE DEPOT		COMPUTER SERVICES	42.47
	OFFICE DEPOT		POLICE PATROL	58.64
	OFFICE DEPOT		POLICE PATROL	67.80
	OFFICE DEPOT		POLICE PATROL	71.36
	OFFICE DEPOT		POLICE PATROL	111.19
	OFFICE DEPOT		LEGAL - PROSECUTION	179.72
	OFFICE DEPOT		POLICE PATROL	190.35
	OFFICE DEPOT	CUPS	DETENTION & CORRECTION	516.36
00077	PAC RIM CODE SERVICE	PLAN REVIEW	COMMUNITY DEVELOPMENT-	1,500.00
00078	PACIFIC POWER PROD	BLADES AND WHEEL ASSEMBLY	MAINTENANCE	517.42
00079	PANERA BREAD	MEETING SUPPLIES	EXECUTIVE ADMIN	233.67
00080	PARR LUMBER CO.	POSTING STAKES	COMMUNITY DEVELOPMENT-	32.59
00081	PARTS STORE, THE	AIR FILTERS, LIGHT ASSEMBLY, B	ER&R	154.83
00082	PENNEY, JORDAN	JURY DUTY	COURTS	12.80
00083	PETERSON BROS DRYWAL	DRYWALL SERVICE	MAINT OF GENL PLANT	4,297.60
00084	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	76.36
	PGC INTERBAY LLC		PRO-SHOP	89.55
	PGC INTERBAY LLC		PRO-SHOP	112.84
	PGC INTERBAY LLC		PRO-SHOP	158.41
	PGC INTERBAY LLC		PRO-SHOP	171.80
	PGC INTERBAY LLC		PRO-SHOP	439.00
	PGC INTERBAY LLC		PRO-SHOP	5,693.91
00085	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	65.84
	PGC INTERBAY LLC		PRO-SHOP	83.33
	PGC INTERBAY LLC		PRO-SHOP	110.00
	PGC INTERBAY LLC		PRO-SHOP	147.51
	PGC INTERBAY LLC		PRO-SHOP	210.42
	PGC INTERBAY LLC		PRO-SHOP	336.82
	PGC INTERBAY LLC		GOLF COURSE	5,250.88
00086	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
00087	PILCHUCK RENTALS	TRIMMER LINE	WASTE WATER TREATMENT F	36.88
	PILCHUCK RENTALS	SHREDDER BLADES AND HARDWARE	STORM DRAINAGE	105.32
	PILCHUCK RENTALS	BLADES AND CHAPS	STORM DRAINAGE	250.02
00088	PLATT ELECTRIC	4" METER INSTALL PARTS	WATER SERVICES	40.16
	PLATT ELECTRIC	UTILITY KNIFE, SCREWDRIVER AND	TRANSPORTATION MANAGEM	64.17
00089	POLLARDWATER.COM	METAL DETECTOR AND CASE	STORM DRAINAGE	947.14
00090	POSITIVE PROMOTIONS	CRIME PREVENTION SUPPLIES	GENERAL FUND	-51.05
	POSITIVE PROMOTIONS		CRIME PREVENTION	631.12
00091	PREFERRED ELECTRIC	ELECTRICAL WORK-WWTP LAB	WASTE WATER TREATMENT F	451.52
00092	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	65.44
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	110.94
	PUD	ACCT #2008-1280-8	PUMPING PLANT	453.65
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	793.59
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,465.34
	PUD		STREET LIGHTING	13,240.66
00093	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG.	16.67
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	55.00
	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	68.34
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	83.89

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 5/7/2015 TO 5/13/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
00093	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	240.93
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	249.68
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	434.81
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	588.16
00094	QUADRA CEILING	CEILING INSTALLATION	MAINT OF GENL PLANT	489.60
00095	RAY, SCOTT	UB 121092547000 10925 47TH AVE	WATER/SEWER OPERATION	16.73
00096	RICOH USA, INC.	PRINTER/COPIER CHARGES	MUNICIPAL COURTS	9.56
	RICOH USA, INC.		COMMUNITY CENTER	11.92
	RICOH USA, INC.		GENERAL SERVICES - OVERF	16.52
	RICOH USA, INC.		UTILITY BILLING	24.70
	RICOH USA, INC.		CITY CLERK	27.55
	RICOH USA, INC.		FINANCE-GENL	27.55
	RICOH USA, INC.		PROPERTY TASK FORCE	27.92
	RICOH USA, INC.		PROBATION	97.25
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	114.34
	RICOH USA, INC.		WASTE WATER TREATMENT F	116.46
	RICOH USA, INC.		LEGAL - PROSECUTION	119.16
	RICOH USA, INC.		EXECUTIVE ADMIN	126.76
	RICOH USA, INC.		ENGR-GENL	154.40
	RICOH USA, INC.		PARK & RECREATION FAC	155.30
	RICOH USA, INC.		DETENTION & CORRECTION	188.83
	RICOH USA, INC.		POLICE INVESTIGATION	214.14
	RICOH USA, INC.		UTIL ADMIN	237.91
	RICOH USA, INC.		POLICE PATROL	265.27
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	268.04
	RICOH USA, INC.		OFFICE OPERATIONS	674.32
00097	RICOH USA, INC.		COMMUNITY CENTER	29.00
	RICOH USA, INC.		MUNICIPAL COURTS	39.51
	RICOH USA, INC.		POLICE PATROL	65.77
	RICOH USA, INC.		PROPERTY TASK FORCE	74.84
	RICOH USA, INC.		GENERAL SERVICES - OVERF	87.69
	RICOH USA, INC.		LEGAL - PROSECUTION	131.22
	RICOH USA, INC.		ENGR-GENL	143.75
	RICOH USA, INC.		POLICE INVESTIGATION	144.18
	RICOH USA, INC.		UTILITY BILLING	178.81
	RICOH USA, INC.		EXECUTIVE ADMIN	186.24
	RICOH USA, INC.		WASTE WATER TREATMENT F	195.64
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.95
	RICOH USA, INC.		PROBATION	212.17
	RICOH USA, INC.		CITY CLERK	213.30
	RICOH USA, INC.		FINANCE-GENL	213.31
	RICOH USA, INC.		DETENTION & CORRECTION	260.96
	RICOH USA, INC.		PARK & RECREATION FAC	308.59
	RICOH USA, INC.		UTIL ADMIN	377.22
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	583.19
	RICOH USA, INC.		OFFICE OPERATIONS	849.25
00098	RING, ROBERT EDWARD	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
00099	ROTH, JERAMIE	REIMBURSE CDL RENEWAL FEES	PARK & RECREATION FAC	102.00
00100	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
00101	RYAN HERCO PRODUCTS	BUSHING	WATER QUAL TREATMENT	1.54
	RYAN HERCO PRODUCTS	CONNECTORS AND ADAPTERS	WATER FILTRATION PLANT	71.97
	RYAN HERCO PRODUCTS	PVC GLOBES	WATER QUAL TREATMENT	104.45
	RYAN HERCO PRODUCTS	PVC FITTINGS AND HARDWARE	WATER QUAL TREATMENT	169.24
	RYAN HERCO PRODUCTS	SILICON TUBING	WATER QUAL TREATMENT	230.78
00102	SCALES, JOHN	JURY DUTY	COURTS	14.60
00103	SEA-ALASKA INDUSTRIA	MX212 DIAGNOSE AND REPAIR	WASTE WATER TREATMENT F	674.56
	SEA-ALASKA INDUSTRIA	MX213 DIAGNOSE AND REPAIR	WASTE WATER TREATMENT F	2,487.17

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/7/2015 TO 5/13/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
00104	SERVICE ELECTRIC COM	REMOVE DAMAGED POLE	STREET LIGHTING	1,818.94
00105	SHACKLETON, CORI	REIMBURSE MEETING SUPPLIES	POLICE INVESTIGATION	15.00
00106	SHERWIN WILLIAMS	PAINT, ROLLER AND TRAYS	MAINT OF GENL PLANT	120.62
00107	SHIPP, MICHELINE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
00108	SILVERS, BRIAN & SHA	UB 849220000000 6405 78TH PL N	WATER/SEWER OPERATION	5.86
00109	SNO CO FINANCE	800 MHZ INTEREST	REET I - POLICE	9,426.30
00110	SNO CO FLEET MANAGEM	VEHICLE PURCHASE	EQUIPMENT RENTAL	2,000.00
00111	SNO CO PUBLIC WORKS SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	WASTE WATER TREATMENT F	128.00
00112	SNOPAC	DISPATCH SERVICES	SOLID WASTE OPERATIONS	141,506.00
00113	SONITROL	PULL STATION AND OVERHEAD DOOR	COMMUNICATION CENTER	78,009.35
00114	SOUND SAFETY	JEANS-SALAZAR	MAINT OF GENL PLANT	197.20
	SOUND SAFETY	JEANS AND PADS-HARPRING	SOLID WASTE OPERATIONS	96.29
	SOUND SAFETY	BOOTS-MILLIGAN	MAINTENANCE	126.13
	SOUND SAFETY	JACKETS	COMMUNITY DEVELOPMENT-	138.79
	SOUND SAFETY	GLOVES	ER&R	297.03
00115	STAPLES	OFFICE SUPPLIES	ER&R	323.23
	STAPLES		STORM DRAINAGE	3.51
	STAPLES		WASTE WATER TREATMENT F	3.52
	STAPLES		WATER QUAL TREATMENT	3.52
	STAPLES		EXECUTIVE ADMIN	7.77
	STAPLES		WATER QUAL TREATMENT	15.15
	STAPLES		STORM DRAINAGE	15.15
	STAPLES		WASTE WATER TREATMENT F	15.16
	STAPLES		TRANSPORTATION MANAGEM	15.24
	STAPLES		PERSONNEL ADMINISTRATIO	25.87
	STAPLES		WATER QUAL TREATMENT	55.81
	STAPLES		WASTE WATER TREATMENT F	55.81
	STAPLES		STORM DRAINAGE	55.81
	STAPLES		PERSONNEL ADMINISTRATIO	130.84
	STAPLES		MUNICIPAL COURTS	181.99
	STAPLES		EXECUTIVE ADMIN	342.17
00116	STERNIN, DENNIS	JURY DUTY	COURTS	12.30
00117	STOKES, MATTHEW A	INSTRUCTOR SERVICES	COMMUNITY CENTER	60.00
00118	STRAWBERRY LANES		RECREATION SERVICES	220.50
00119	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIO	2,895.75
00120	SUPERIOR INSULATION	INSULATE INTERIOR	MAINT OF GENL PLANT	1,000.96
00121	SUSON, MARIO	INTERPRETER SERVICES	COURTS	150.00
00122	SYKES, CASSANDRA SYKES, CASSANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	42.00
			COMMUNITY CENTER	56.00
00123	TERRELL, KEVIN	JURY DUTY	COURTS	13.40
00124	THE GABRIEL GROUP	UB 986007010001 6007 52ND ST N	WATER/SEWER OPERATION	28.30
00125	TIMEMARK INCORPORATE	GAMMA UPGRADE	TRANSPORTATION MANAGEM	1,178.19
00126	TREMBLAY, RAYMOND	UB 950820000000 3820 80TH ST N	WATER/SEWER OPERATION	40.02
00127	TRI TERRA LLC TRI TERRA LLC	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-487.85
			WATER/SEWER OPERATION	1,150.00
00128	TURNER, EDWARD	JURY DUTY	COURTS	11.10
00129	UNITED PARCEL SERVIC UNITED PARCEL SERVIC UNITED PARCEL SERVIC	SHIPPING EXPENSE	GENERAL SERVICES - OVERH	0.49
			ENGR-GENL	1.51
			WATER SERVICES	8.01
00130	VERIZON	AMR LINES	METER READING	210.28
00131	VISCO INC VISCO INC	CAST IRON LIGHT BASE	CITY STREETS	-322.52
			STREET LIGHTING	3,987.52
00132	WA STATE BAR ASSOCIA	RULE 9 INTERN	LEGAL - PROSECUTION	50.00
00133	WABO BOOKSTORE, THE WABO BOOKSTORE, THE	REFERENCE BOOKS	COMMUNITY DEVELOPMENT-	114.24
			COMMUNITY DEVELOPMENT-	170.59
00134	WASTE MANAGEMENT WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	106,215.98
			RECYCLING OPERATION	106,598.60

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 5/7/2015 TO 5/13/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
00134	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	108,412.57
00135	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	2,332.39
00136	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	416.57
00137	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	219.41
	WAXIE SANITARY SUPPL		PARK & RECREATION FAC	655.26
00138	WEED GRAAFSTRA	LEGAL SERVICE	UTIL ADMIN	332.75
	WEED GRAAFSTRA		GMA - STREET	459.00
	WEED GRAAFSTRA		LEGAL-GENL	1,419.25
	WEED GRAAFSTRA		UTIL ADMIN	1,419.25
	WEED GRAAFSTRA		LEGAL-GENL	5,063.50
00139	WELCH, VANESSA	REIMBURSE TRAINING EXPENSES	MUNICIPAL COURTS	37.26
00140	WESTERN FACILITIES	JANITORIAL SUPPLIES	PARK & RECREATION FAC	36.68
00141	WINFIELD SOLUTIONS	FERTILIZER	MAINTENANCE	277.53
	WINFIELD SOLUTIONS	PESTICIDES	MAINTENANCE	1,302.10
00142	WSSUA	UMPIRES	RECREATION SERVICES	792.00
00143	YAMAHA MOTOR CORP	GOLF CART LEASE	PRO-SHOP	2,428.80

WARRANT TOTAL: 924,252.70

CHECK # 88243 CHECK LOST IN MAIL (60.00)

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

924,192.70

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 8, 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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the May 20, 2015 claims in the amount of \$336,230.74 paid by Check No.'s 100144 through 100300 with Check No. 99974 voided.</p>
<p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION

CLAIMS
FOR
PERIOD-5

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 **\$336,230.74 PAID BY CHECK NO.'S 100144 THROUGH 100300 WITH CHECK NO. 99974 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 **8TH DAY OF JUNE 2015.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/14/2015 TO 5/20/2015

<u>HK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
00144	1108 PARTNERS LLC 1108 PARTNERS LLC	UB 920938000010 1116 8TH ST	WATER/SEWER OPERATION	60.58
			WATER/SEWER OPERATION	187.95
00145	ADAMS, JASON & MIRAN	UB 840028700002 6919 74TH DR N	WATER/SEWER OPERATION	125.00
00146	ADVANTAGE BUILDING S ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	43.33
			COMMUNITY CENTER	383.17
			WASTE WATER TREATMENT F	463.65
			ADMIN FACILITIES	619.00
			MAINT OF GENL PLANT	647.79
			UTIL ADMIN	750.70
			PUBLIC SAFETY BLDG.	1,085.75
			COURT FACILITIES	1,091.50
			PARK & RECREATION FAC	2,404.75
00147	AFTS AFTS	PAPER SURCHARGE-APRIL 2015 PAPER SURCHARGE-JAN 2015	UTILITY BILLING	386.89
			UTILITY BILLING	386.89
00148	ALBERTSONS ALBERTSONS	MEETING SUPPLIES	UTIL ADMIN	13.96
			UTIL ADMIN	95.22
00149	ALPHA SYSTEMS ALPHA SYSTEMS	LABEL PRINTER	ER&R	-122.19
			PURCHASING/CENTRAL STOF	1,510.71
00150	AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS AMERICAN CLEANERS	DRY CLEANING	OFFICE OPERATIONS	10.61
			POLICE PATROL	28.28
			POLICE ADMINISTRATION	59.02
			POLICE INVESTIGATION	75.29
			DETENTION & CORRECTION	77.77
00151	AMERICAN PLANNING	MEMBERSHIP DUES	COMMUNITY DEVELOPMENT-	400.00
00152	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	63.60
00153	AUGUSTINE, AIMEE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
00154	AWWA	SHORT SCHOOL/TRADE SHOW-STAIR	UTIL ADMIN	220.00
00155	BANK OF AMERICA	PARKING REIMBURSEMENT	EXECUTIVE ADMIN	10.00
00156	BANK OF AMERICA	MEAL REIMBURSEMENT	UTIL ADMIN	25.15
00157	BANK OF AMERICA	EMPLOYEE APPRECIATION REIMBURS	UTIL ADMIN	125.00
00158	BANK OF AMERICA BANK OF AMERICA	TRAVEL REIMBURSEMENT	COMPUTER SERVICES	58.47
			FINANCE-GENL	284.68
00159	BANK OF AMERICA		LEGAL-GENL	464.44
00160	BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA	SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	63.79
			PARK & RECREATION FAC	209.65
			PARK & RECREATION FAC	212.09
			COMMUNITY CENTER	237.22
			COMMUNITY EVENTS	652.78
00161	BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA BANK OF AMERICA	TRAVEL/SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	375.00
			COMMUNITY DEVELOPMENT-	476.34
			CITY COUNCIL	750.00
			EXECUTIVE ADMIN	972.76
00162	BENS CLEANER SALES	WASHRACK REPAIR	MAINT OF GENL PLANT	424.65
00163	BHANGU, BHUPINDER	UB 847706000000 7706 86TH AVE	WATER/SEWER OPERATION	33.87
00164	BILLING DOCUMENT SPE	MAINTENANCE FEE-APRIL 2015	UTILITY BILLING	33.00
00165	BOYINGTON, JENNIFER	INSTRUCTOR SERVICES	RECREATION SERVICES	90.00
00166	BRANNOCK, BRIAN	UB 761648000000 6709 74TH DR N	WATER/SEWER OPERATION	201.99
00167	BRYANT, RON	REIMBURSE APPLICATION/TESTING	UTIL ADMIN	180.00
00168	CABLES PLUS CABLES PLUS CABLES PLUS CABLES PLUS	CAT5 CABLES	WATER/SEWER OPERATION	-4.65
			INFORMATION SERVICES	-2.18
			COMPUTER SERVICES	27.11
			UTIL ADMIN	57.26
00169	CARRS ACE CARRS ACE	SIGN SHOP SUPPLIES PADLOCKS	TRANSPORTATION MANAGEM	216.21
			ER&R	434.30
00170	CARVER, VICKI	INSTRUCTOR SERVICES	RECREATION SERVICES	189.00
00171	CEMEX	ASPHALT	ROADWAY MAINTENANCE	453.13
00172	CENTRAL WELDING SUPP	SAFETY GLASSES AND GLOVES	ER&R	159.67

**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>
00172	CENTRAL WELDING SUPP	BROOM HANDLES AND SHOVELS	ER&R	167.55
	CENTRAL WELDING SUPP	WIPES	ER&R	172.34
	CENTRAL WELDING SUPP	JACKETS	ER&R	199.76
00173	COATES, ANGELA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
00174	COLUMBIA FORD	2015 FORD ESCAPE SE AWD	EQUIPMENT RENTAL	25,244.00
00175	COMMERCIAL FIRE	FIRE EXTINGUISHERS, BRACKETS A	ER&R	306.96
00176	COOP SUPPLY	PEAT MOSS	PARK & RECREATION FAC	32.62
00177	CORPORATE OFFICE SPL	CLIPBOARDS, DRY ERASE AND ARM	WATER SUPPLY MAINS	229.85
00178	CORRECTIONS, DEPT OF	WORK CREW-MARCH 2015	PARK & RECREATION FAC	225.47
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	494.33
00179	CRESPO, ALVIN L	UB 983313000000 3313 69TH AVE	WATER/SEWER OPERATION	247.61
00180	CRIMINAL INVESTIGATI	CRIMINAL INVESTIGATION FUNDS	POLICE INVESTIGATION	1,508.93
00181	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
	DB SECURE SHRED		POLICE INVESTIGATION	57.25
	DB SECURE SHRED		DETENTION & CORRECTION	57.25
	DB SECURE SHRED		OFFICE OPERATIONS	57.25
	DB SECURE SHRED		POLICE PATROL	57.32
00182	DELL	LAPTOP	EQUIPMENT RENTAL	2,185.45
	DELL		EQUIPMENT RENTAL	2,185.45
00183	DELTA PROPERTY MANAG	UB 131334140000 12015 46TH DR	WATER/SEWER OPERATION	53.64
00184	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.52
00185	DRUG BUY FUND	REPLENISH ACCOUNT	POLICE PATROL	11,140.00
00186	DUDEK, HENRIETTA J	UB 980098980105 10720 SHOULTES	WATER/SEWER OPERATION	14.98
00187	E&E LUMBER	DOOR PULL	PUBLIC SAFETY BLDG.	4.69
	E&E LUMBER	STRAP AND FASTENERS	PARK & RECREATION FAC	10.22
	E&E LUMBER	IRRIGATION PARTS AND PEAT MOSS	PARK & RECREATION FAC	25.92
	E&E LUMBER	BOLT	PARK & RECREATION FAC	33.41
	E&E LUMBER	NOZZLES AND CONCRETE	PARK & RECREATION FAC	42.31
	E&E LUMBER	WOOD CLEANER	PARK & RECREATION FAC	70.98
00188	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	202.79
00189	EMPIRE WEST PIPE	ORINGS	WATER/SEWER OPERATION	-3.07
	EMPIRE WEST PIPE		WATER SERVICE INSTALL	37.96
00190	ERGA, ERIC & SUSAN	UB 984918000002 4918 66TH AVE	WATER/SEWER OPERATION	153.11
00191	ERVIN, JOHN E	UB 220500000001 4520 127TH ST	WATER/SEWER OPERATION	140.92
00192	ESTES, RICHARD	UB 982814000000 2814 74TH DR N	WATER/SEWER OPERATION	134.00
00193	EVERETT BARK	BARK	PARK & RECREATION FAC	63.23
00194	EVERGREEN RURAL WATE	CERT TEST-DAGGETT	UTIL ADMIN	125.00
00195	FABER, JOEL & JENNIF	UB 741362900001 5416 60TH PL N	WATER/SEWER OPERATION	246.87
00196	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	42,000.00
00197	FIRESHIELD INC	SPRINKLER FOR NEW ADDITION	MAINT OF GENL PLANT	5,232.19
00198	FISHER, JENNIFER	REFUND CLASS FEES	PARKS-RECREATION	40.00
00199	FLAUCHER, ERIN & WEL	UB 245716120000 5716 120TH PL	WATER/SEWER OPERATION	30.23
00200	FOREMOST PROMOTIONS	CRIME PREVENTION SUPPLIES	CRIME PREVENTION	437.54
00201	FRIGAULT, LYNN	REFUND CLASS FEES	PARKS-RECREATION	50.00
00202	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	20.69
	FRONTIER COMMUNICATI		RECREATION SERVICES	20.69
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	27.96
	FRONTIER COMMUNICATI	ACCT #36065891800622955	LIBRARY-GENL	96.86
00203	GOMEZ, LUIS	UB 791290000000 6319 60TH PL N	WATER/SEWER OPERATION	14.84
	GOMEZ, LUIS		GARBAGE	31.17
00204	GOVCONNECTION INC	MEMORY REPLACEMENTS	COMPUTER SERVICES	486.73
	GOVCONNECTION INC	PC REPLACEMENT	IS REPLACEMENT ACCOUNTS	1,350.82
00205	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	POLICE INVESTIGATION	23.08

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 5/14/2015 TO 5/20/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
00205	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	POLICE PATROL	23.08
	GREATAMERICA FINANCI		OFFICE OPERATIONS	23.08
	GREATAMERICA FINANCI		DETENTION & CORRECTION	23.08
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	23.08
	GREATAMERICA FINANCI		CITY CLERK	30.10
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.10
	GREATAMERICA FINANCI		FINANCE-GENL	30.10
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIO	30.10
	GREATAMERICA FINANCI		UTILITY BILLING	30.10
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.10
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.43
	GREATAMERICA FINANCI		ENGR-GENL	38.43
	GREATAMERICA FINANCI		UTIL ADMIN	38.43
00206	GREEN, KIRSTEN	REFUND CLASS FEES	PARKS-RECREATION	60.00
00207	GREENHAUS PORTABLE	PORTABLE RENTALS	RECREATION SERVICES	242.00
	GREENHAUS PORTABLE		PARK & RECREATION FAC	363.00
	GREENHAUS PORTABLE		RECREATION SERVICES	484.00
00208	GREENSHIELDS	FITTINGS	EQUIPMENT RENTAL	62.81
	GREENSHIELDS	FITTINGS, CLAMPS AND WRAP	EQUIPMENT RENTAL	189.61
00209	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
00210	GROUP HEALTH	DOT PHYSICALS (8)	EQUIPMENT RENTAL	95.00
	GROUP HEALTH		SOLID WASTE OPERATIONS	190.00
	GROUP HEALTH		GENERAL SERVICES - OVERH	251.00
	GROUP HEALTH		UTIL ADMIN	285.00
00211	HAGGEN INC.	TRAINING SUPPLIES	EXECUTIVE ADMIN	216.13
00212	HANSON, JOSH & KRIST	UB 849000526201 6612 79TH PL N	WATER/SEWER OPERATION	284.63
00213	HD FOWLER COMPANY	PVC AND PLUG	STORM DRAINAGE	1.65
	HD FOWLER COMPANY	QWIKSEALS AND CONN PLUGS	STORM DRAINAGE	210.09
	HD FOWLER COMPANY	BALL VALVES	WATER/SEWER OPERATION	257.70
	HD FOWLER COMPANY	PVC, ELLS, SOLVENT, PLUG, CEME	STORM DRAINAGE	267.47
	HD FOWLER COMPANY	PLUGS AND VALVES	WATER/SEWER OPERATION	433.04
	HD FOWLER COMPANY	COMPRESSORS, COUPLINGS AND ADA	WATER/SEWER OPERATION	436.76
	HD FOWLER COMPANY	METER BOX COVERS	WATER/SEWER OPERATION	574.25
	HD FOWLER COMPANY	BOX METERS	WATER/SEWER OPERATION	595.36
	HD FOWLER COMPANY	AC PIPE REPAIR SUPPLIES	WATER DIST MAINS	881.55
00214	HERTZ EQUIPMENT RENT	LIFT RENTAL	MAINT OF GENL PLANT	919.36
00215	HILLSIDE CHURCH	INSTRUCTOR SERVICES	COMMUNITY CENTER	378.00
00216	HORIZON	PEAT MOSS SPREADER	PARK & RECREATION FAC	205.56
00217	HORNE, BURTON	UB 300120000000 13408 QUIL SCE	WATER/SEWER OPERATION	75.95
00218	INTERSTATE AUTO PART	LIGHT BULBS	ER&R	99.72
00219	ISS-WONDERWARE	SUPPORT RENEWAL	WASTE WATER TREATMENT F	10,727.96
00220	JORDAN, BRENDA	RENTAL FEE/DEPOSIT REFUND	PARKS-RECREATION	45.00
	JORDAN, BRENDA		GENERAL FUND	100.00
00221	KELLER WILLIAMS REAL	UB 042140000000 9616 66TH DR N	WATER/SEWER OPERATION	44.89
00222	LAB/COR, INC.	LAB ANALYSIS	WATER QUAL TREATMENT	810.00
	LAB/COR, INC.		WATER QUAL TREATMENT	810.00
00223	LASTING IMPRESSIONS	HATS	SOLID WASTE OPERATIONS	62.36
	LASTING IMPRESSIONS		ER&R	466.10
00224	LATIMER, KAREN	REIMBURSE MILEAGE	UTIL ADMIN	62.41
00225	LEONARD, REMY	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
00226	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	148.50
	LES SCHWAB TIRE CTR	TIRES	EQUIPMENT RENTAL	361.85
00227	LICENSING, DEPT OF	ATOE, TALIFAIA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BLACKWELL, JOHN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	COLE, LAURA (ORIGINAL)	GENERAL FUND	18.00

**CITY OF MARYSVILLE
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
00227	LICENSING, DEPT OF	EVANS, MEGHAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOLT, VERONICA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LOPEZ, JENNIFER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MCGUIRE, ADREAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	NEGRON, RAUL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PAGE, SHAWN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PRICE, DEREK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STACY, TAMYE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BRIGGS, TOBY (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	SANDVIG, DAVID (LT RENEWAL)	GENERAL FUND	21.00
00228	LICENSING, DEPT OF	GUN DEALER LICENSE-WALMART #38	GENERAL FUND	125.00
00229	LIND, MARSCI	UB 984922000001 4922 60TH AVE	WATER/SEWER OPERATION	37.68
00230	LOWES HIW INC	PAINT	MAINT OF GENL PLANT	8.03
00231	LYFORD, BERT A & YVO	UB 980098000616 4713 87TH AVE	GARBAGE	55.69
00232	MARYSVILLE PRINTING	ENVELOPES	EXECUTIVE ADMIN	77.85
	MARYSVILLE PRINTING		MUNICIPAL COURTS	856.80
00233	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	16,958.00
00234	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	21.79
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	28.87
	MARYSVILLE, CITY OF	UTILITY SERVICE-CRANE PROPERTY	COMMUNITY CENTER	32.16
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	69.15
	MARYSVILLE, CITY OF	UTILITY SERVICE-CRANE PROPERTY	COMMUNITY CENTER	87.13
	MARYSVILLE, CITY OF	UTILITY SERVICE-316 CEDAR AVE	PARK & RECREATION FAC	102.99
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	113.89
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	127.65
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	135.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST N	PRO-SHOP	191.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	191.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-4800 152ND ST	RECREATION SERVICES	191.87
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	193.66
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & I5 IRR	PARK & RECREATION FAC	380.93
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	638.75
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	673.95
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 1ST ST #B	STORM DRAINAGE	691.91
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	752.67
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,420.57
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	2,010.53
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,847.76
00235	MCCAIN TRAFFIC SPLY	RELAYS	TRANSPORTATION MANAGEM	153.42
00236	MCLOUGHLIN & EARDLEY	STROBE TUBE	ER&R	-34.10
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	421.59
00237	MESSERLY, CONNIE	REIMBURSE TRAINING EXPENSE	PERSONNEL ADMINISTRATIO	259.78
00238	MIZELL, TARA		RECREATION SERVICES	83.24
00239	MUNOZ, AMANDA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
00240	NC POWER SYSTEMS CO	OIL SAMPLE KIT	EQUIPMENT RENTAL	272.77
00241	NELSON PETROLEUM	GREASE	EQUIPMENT RENTAL	470.58
	NELSON PETROLEUM	FUEL CONSUMED	MAINTENANCE	1,619.68
	NELSON PETROLEUM	BULK OIL, HYDRAULIC FLUID AND	ER&R	2,365.26
00242	NORSTAR INDUSTRIES	CENTRIFUGAL PUMP	EQUIPMENT RENTAL	1,535.43
00243	O'REILLY, MARK & DEB	UB 846427860000 6427 86TH AVE	WATER/SEWER OPERATION	87.77
00244	OBOM CONSTRUCTION	SMALL TOOLS ADDITION	MAINT OF GENL PLANT	7,629.60
00245	OFFICE DEPOT	PEN CREDIT	ENGR-GENL	-19.13
	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	20.39
	OFFICE DEPOT		ENGR-GENL	22.24
	OFFICE DEPOT		FINANCE-GENL	34.99

DATE: 5/20/2015
 TIME: 8:35:40AM

**CITY OF MARYSVILLE
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<u>HK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
00245	OFFICE DEPOT	OFFICE SUPPLIES	WATER QUAL TREATMENT	38.07
	OFFICE DEPOT		ENGR-GENL	42.64
	OFFICE DEPOT		CITY CLERK	69.98
	OFFICE DEPOT		CITY COUNCIL	139.96
	OFFICE DEPOT		UTILITY BILLING	154.79
	OFFICE DEPOT	CUPS	DETENTION & CORRECTION	172.12
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	187.34
00246	PARTS STORE, THE	OIL	EQUIPMENT RENTAL	11.64
00247	PAYMENTUS	TRANSACTION FEES	UTILITY BILLING	13,692.38
00248	PEACE OF MIND	MINUTE TAKING SERVICE	GENL GVRNMNT SERVICES	43.40
	PEACE OF MIND		CITY CLERK	96.10
	PEACE OF MIND		CITY CLERK	136.40
	PEACE OF MIND		CITY CLERK	142.60
00249	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	41.90
	PETROCARD SYSTEMS		COMPUTER SERVICES	42.14
	PETROCARD SYSTEMS		ENGR-GENL	70.18
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	72.57
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	164.69
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	378.82
	PETROCARD SYSTEMS		PARK & RECREATION FAC	434.26
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,297.09
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,473.78
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,525.88
	PETROCARD SYSTEMS		POLICE PATROL	6,479.63
00250	PETTY CASH- PW	LICENSING FEES, OFFICE SUPPLIE	ENGR-GENL	9.00
	PETTY CASH- PW		STORM DRAINAGE	26.29
	PETTY CASH- PW		EQUIPMENT RENTAL	35.25
	PETTY CASH- PW		ADMIN FACILITIES	35.43
	PETTY CASH- PW		EQUIPMENT RENTAL	35.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
00251	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	39.50
	PGC INTERBAY LLC		PRO-SHOP	69.11
	PGC INTERBAY LLC		PRO-SHOP	78.07
	PGC INTERBAY LLC		PRO-SHOP	95.67
	PGC INTERBAY LLC		PRO-SHOP	142.62
	PGC INTERBAY LLC		PRO-SHOP	376.99
	PGC INTERBAY LLC		PRO-SHOP	384.26
	PGC INTERBAY LLC		PRO-SHOP	4,731.89
00252	PLATT ELECTRIC	LIGHT BULBS	PUBLIC SAFETY BLDG.	18.02
	PLATT ELECTRIC	PVC, CONDUIT AND HARDWARE	SOURCE OF SUPPLY	53.91
	PLATT ELECTRIC	PHOTO CELL TUBING	PUBLIC SAFETY BLDG.	62.57
	PLATT ELECTRIC	LADDER	FACILITY MAINTENANCE	154.91
00253	PREFERRED ELECTRIC	REPAIR SMOKE DETECTOR	PUBLIC SAFETY BLDG.	146.88
	PREFERRED ELECTRIC	LIFT STATION ISSUE TROUBLESHOO	SEWER LIFT STATION	571.20
00254	PREVIEW PROPERTIES N	UB 521360000001 4030 TOTEM PAR	WATER/SEWER OPERATION	20.00
00255	PROCTOR, JAMES	UB 980098000460 8310 E SUNNYSI	WATER/SEWER OPERATION	102.03
00256	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	31.93
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	48.55
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	81.82
	PUD	ACCT #2020-0351-3	PUMPING PLANT	120.78
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	166.72
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	263.45
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	344.82
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	858.74
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	1,341.40
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	1,635.95
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	2,824.70

**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>
00257	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	753.38
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,260.12
00258	RICHARD, MICHAEL	LAGOON SAMPLE STUDY	WASTE WATER TREATMENT F	350.00
00259	RICOH USA, INC.	PRINTER CHARGES	POLICE PATROL	194.66
00260	ROY ROBINSON	PURGE VALVE	EQUIPMENT RENTAL	38.42
00261	RUGGENBERG, ZACH & S	UB 780490000000 5809 63RD AVE	WATER/SEWER OPERATION	156.03
00262	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	925.00
00263	SEATTLE TIMES, THE	EMPLOYMENT AD	COMMUNITY DEVELOPMENT-	425.00
00264	SELLARS PROPERTIES L	UB 040430000002 6830 89TH PL N	WATER/SEWER OPERATION	25.94
00265	SIMONS, SMOKEY L	UB 280310000000 5202 128TH PL	WATER/SEWER OPERATION	29.99
00266	SMITH, JENNIFER & ED	PHONE CHARGES	POLICE ADMINISTRATION	43.29
	SMITH, JENNIFER & ED		ADMIN FACILITIES	43.29
	SMITH, JENNIFER & ED		COMMUNICATION CENTER	43.29
	SMITH, JENNIFER & ED		LIBRARY-GENL	43.29
	SMITH, JENNIFER & ED		UTILITY BILLING	43.29
	SMITH, JENNIFER & ED		GENERAL SERVICES - OVERH	43.29
	SMITH, JENNIFER & ED		COMMUNITY DEVELOPMENT-	86.57
	SMITH, JENNIFER & ED		POLICE PATROL	86.57
	SMITH, JENNIFER & ED		DETENTION & CORRECTION	86.57
	SMITH, JENNIFER & ED		OFFICE OPERATIONS	86.57
	SMITH, JENNIFER & ED		COMMUNITY CENTER	86.57
	SMITH, JENNIFER & ED		GOLF ADMINISTRATION	86.57
	SMITH, JENNIFER & ED		GOLF ADMINISTRATION	86.57
	SMITH, JENNIFER & ED		WASTE WATER TREATMENT F	173.14
	SMITH, JENNIFER & ED		PARK & RECREATION FAC	216.40
	SMITH, JENNIFER & ED		UTIL ADMIN	298.39
00267	SMOKEY POINT CONCRET	UB 980004159300 15930 SMOKEY P	GARBAGE	230.64
00268	SNO CO PUBLIC WORKS	WATER MAIN BREAK ROAD REPAIR	WATER DIST MAINS	2,194.94
00269	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	809.73
00270	SNO CO TREASURER	INMATE MEDICAL CARE & PRESCRIP	DETENTION & CORRECTION	376.88
00271	SNOPAC	ACCESS ASSESSMENT	COMMUNICATION CENTER	3,427.89
00272	SOCIETY FOR HUMAN	MEMBERSHIP DUES-KELLEY	PERSONNEL ADMINISTRATION	190.00
00273	SONITROL	SECURITY MONITORING SERVICE	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
00274	SOUND PUBLISHING	LEGAL AD	CITY CLERK	96.63
00275	SOUND PUBLISHING	EMPLOYMENT AD	POLICE ADMINISTRATION	169.15
00276	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	16.69
	SPRINGBROOK NURSERY	PEA GRAVEL	PARK & RECREATION FAC	27.19
	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	33.38
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	33.38
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	50.08
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	66.77
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	100.16
00277	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	8.26
	STAPLES		PARK & RECREATION FAC	231.24
00278	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATION	290.00
00279	SUN BADGE CO	BADGES	GENERAL FUND	-29.74
	SUN BADGE CO		POLICE INVESTIGATION	367.74
00280	TANNER, JESSICA	REFUND CLASS FEES	PARKS-RECREATION	40.00
00281	TAYLOR, JAMES VICTOR	UB 290820000000 6008 135TH PL	WATER/SEWER OPERATION	1.54
	TAYLOR, JAMES VICTOR		WATER/SEWER OPERATION	3.00
00282	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG.	212.23

**CITY OF MARYSVILLE
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00282	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	212.23
00283	TIM'S BACKFLOW TEST	BACK FLOW REPAIR	PARK & RECREATION FAC	165.00
00284	TMG SERVICES INC	PUMP CLEANING SUPPLIES	WATER FILTRATION PLANT	649.61
00285	TOCCO, LEAH	REIMBURSE MEETING SUPPLY EXPEN	PERSONNEL ADMINISTRATIO	36.97
	TOCCO, LEAH		EXECUTIVE ADMIN	69.92
00286	TRANSPORTATION, DEPT	DE-ICER	SNOW & ICE CONTROL	186.87
00287	TYLER TECHNOLOGIES	CUSTOM PROGRAM FOR SR DISC CAL	UTILITY BILLING	625.00
	TYLER TECHNOLOGIES	FIELD MAPPING OF BILLS	UTILITY BILLING	700.00
	TYLER TECHNOLOGIES	UBCIS TYLER FORM MIGRATION	UTILITY BILLING	3,000.00
00288	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	30.08
00289	VAN DAM'S ABBEY	MAINTENANCE MECHANIC OFFICE	MAINT OF GENL PLANT	809.53
00290	VANDERSCHEL, DIANA	REIMBURSE TRAINING EXPENSES	OFFICE OPERATIONS	69.84
00291	VINYL SIGNS & BANNER	PARK SIGNS	PARK & RECREATION FAC	304.64
00292	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	112.50
	WA STATE TREASURER		GENERAL FUND	46,976.59
00293	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,344.77
00294	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	205.12
00295	WESTERN PETERBILT	FITTING AND RESERVOIR	EQUIPMENT RENTAL	22.81
00296	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.62
00297	WINES, SHARON & DOUG	UB 847607870000 7607 87TH AVE	WATER/SEWER OPERATION	170.43
00298	WSAMA	WSAMA SPRING CONFERENCE-WALKER	LEGAL-GENL	200.00
00299	YAKIMA COUNTY DOC	INMATE HOUSING-APRIL 2015	DETENTION & CORRECTION	32,872.23
00300	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	MAINT OF GENL PLANT	76.02
	ZEE MEDICAL SERVICE		GENERAL SERVICES - OVERF	76.02
	ZEE MEDICAL SERVICE		PARK & RECREATION FAC	140.67

WARRANT TOTAL: 336,355.74

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

CHECK # 99974 INITIATOR ERROR (125.00)

336,230.74

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CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 8, 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.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the May 27, 2015 claims in the amount of \$1,827,963.39 paid by Check No.'s 100301 through 100453 with Check No. 100266 voided.</p> <p>COUNCIL ACTION:</p>
--

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-5

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,827,963.39 PAID BY CHECK NO.'S 100301 THROUGH 100453 WITH CHECK NO. 100266 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 **8TH DAY OF JUNE 2015.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/21/2015 TO 5/27/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
00301	REVENUE, DEPT OF	SALES AND USE TAXES-APRIL 2015	CITY CLERK	0.13
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	5.83
	REVENUE, DEPT OF		POLICE ADMINISTRATION	25.70
	REVENUE, DEPT OF		INFORMATION SERVICES	35.86
	REVENUE, DEPT OF		CITY STREETS	348.77
	REVENUE, DEPT OF		PRO-SHOP	359.07
	REVENUE, DEPT OF		ER&R	381.98
	REVENUE, DEPT OF		RECREATION SERVICES	437.90
	REVENUE, DEPT OF		WATER/SEWER OPERATION	583.05
	REVENUE, DEPT OF		GENERAL FUND	1,328.45
	REVENUE, DEPT OF		STORM DRAINAGE	5,578.89
	REVENUE, DEPT OF		GOLF COURSE	6,938.84
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	32,524.79
	REVENUE, DEPT OF		UTIL ADMIN	49,319.83
00302	ACME HOMES LLC	UB 613518000000 3518 120TH ST	WATER/SEWER OPERATION	50.58
00303	ALL BATTERY SALES &	BATTERY CHARGERS AND TESTER	SMALL ENGINE SHOP	578.77
00304	APS, INC.	INKJET CARTRIDGES	UTIL ADMIN	126.75
	APS, INC.		COMMUNITY DEVELOPMENT-	126.75
00305	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	38.61
	ARAMARK UNIFORM		EQUIPMENT RENTAL	43.57
00306	ARLINGTON POWER	TRIMMER REPAIR	ROADSIDE VEGETATION	32.64
	ARLINGTON POWER		WATER RESERVOIRS	39.17
	ARLINGTON POWER	PUSH MOWER REPAIR	WATER RESERVOIRS	45.73
	ARLINGTON POWER		ROADSIDE VEGETATION	57.17
	ARLINGTON POWER		WATER RESERVOIRS	79.86
	ARLINGTON POWER	MOWER REPAIR	ROADSIDE VEGETATION	80.51
00307	AUTOMATIC DOOR & GAT	REPAIR GATE	PUBLIC SAFETY BLDG.	652.80
00308	BAILEY, DARREN & LIS	UB 751180000000 7513 55TH PL N	WATER/SEWER OPERATION	28.14
00309	BANK OF AMERICA	SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	114.23
00310	BANK OF AMERICA	EMPLOYEE APPRECIATION SUPPLIES	EXECUTIVE ADMIN	34.48
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	105.04
00311	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-1.87
	BANK OF AMERICA		POLICE ADMINISTRATION	38.18
	BANK OF AMERICA		POLICE PATROL	48.95
	BANK OF AMERICA		POLICE ADMINISTRATION	262.08
00312	BANK OF AMERICA	TRAVEL REIMBURSEMENT	GENERAL FUND	-10.56
	BANK OF AMERICA		POLICE ADMINISTRATION	130.51
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	140.98
	BANK OF AMERICA		POLICE PATROL	2,454.36
00313	BARTL, CRAIG	TRAVEL/TRAINING REIMBURSEMENT	POLICE INVESTIGATION	126.39
00314	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	1,501.66
00315	BICKFORD FORD	CONDENSER	EQUIPMENT RENTAL	334.88
00316	BISNETT, HAL	UB 094667148000 4667 148TH ST	WATER/SEWER OPERATION	174.92
00317	BLUE MARBLE ENV.	WASTE REDUCTION/RECYCLING OUTR	RECYCLING OPERATION	5,662.24
00318	BRINKS INC	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	102.20
	BRINKS INC		UTIL ADMIN	102.20
	BRINKS INC		GOLF ADMINISTRATION	185.11
	BRINKS INC		UTILITY BILLING	188.78
	BRINKS INC		POLICE ADMINISTRATION	361.94
	BRINKS INC		MUNICIPAL COURTS	361.95
00319	BUSINESS & LEGAL	FMLA MASTER CLASS-KELLEY	PERSONNEL ADMINISTRATIO	297.00
	BUSINESS & LEGAL	FMLA MASTER CLASS-GUY	PERSONNEL ADMINISTRATIO	397.00
00320	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	144.00
00321	CARRS ACE	HOSE ADAPTER AND WASHER	ROADSIDE VEGETATION	9.77
	CARRS ACE	SHEETMETAL AND FLASHING	EQUIPMENT RENTAL	35.87
00322	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	11,793.59
00323	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	564.82
00324	CATHOLIC COMMUNITY	CDBG-CCS	COMMUNITY DEVELOPMENT-	358.69
	CATHOLIC COMMUNITY		COMMUNITY DEVELOPMENT-	413.25

**CITY OF MARYSVILLE
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FOR INVOICES FROM 5/21/2015 TO 5/27/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
00324	CATHOLIC COMMUNITY	CDBG-CCS	COMMUNITY DEVELOPMENT-	419.40
00325	CEMEX	ASPHALT	WATER SERVICES	344.67
	CEMEX		ROADWAY MAINTENANCE	347.42
	CEMEX	BUCKETS AND ASPHALT	ROADWAY MAINTENANCE	522.72
	CEMEX	ASPHALT	WATER DIST MAINS	1,596.06
00326	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,168.87
00327	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	51.14
00328	COMMERCE DEPT OF	WWTP UPGRADE CONTRACT-PW-01-69	ENTERPRISE D/S	1,688.60
	COMMERCE DEPT OF	WWTP UPGRADE CONTRACT-PW-02-69	ENTERPRISE D/S	19,411.76
	COMMERCE DEPT OF	WWTP UPGRADE CONTRACT-PW-04-69	ENTERPRISE D/S	24,122.81
	COMMERCE DEPT OF	WWTP UPGRADE CONTRACT-PW-01-69	ENTERPRISE D/S	52,631.58
	COMMERCE DEPT OF	WWTP UPGRADE CONTRACT-PW-04-69	ENTERPRISE D/S	526,315.79
	COMMERCE DEPT OF	WWTP UPGRADE CONTRACT-PW-02-69	ENTERPRISE D/S	529,411.77
00329	COMMERCIAL ALARM	ANNUAL INSPECTION AND TEGRIS I	ADMIN FACILITIES	188.75
	COMMERCIAL ALARM		PUBLIC SAFETY BLDG.	188.75
00330	COMMERCIAL FIRE	BRACKETS	ER&R	120.77
00331	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
00332	COOP SUPPLY	POSTS	UTIL ADMIN	10.84
	COOP SUPPLY	CHAIN LOCKS AND POSTS	UTIL ADMIN	128.78
	COOP SUPPLY	HERBICIDE	ROADSIDE VEGETATION	174.06
00333	CORNWELL TOOLS	SIGN SHOP TOOLS	TRANSPORTATION MANAGEM	161.64
	CORNWELL TOOLS	SHOP TOOLS	EQUIPMENT RENTAL	594.23
00334	CORPORATE OFFICE SPL	WYPALL WIPES AND SANITIZER	ER&R	400.18
00335	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	4,183.48
00336	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	313.04
00337	DAVIS DOOR	SALLY PORT DOOR REPAIR	PUBLIC SAFETY BLDG.	705.02
00338	DELL	DOCK, KEYBOARD AND MOUSE	TRANSPORTATION MANAGEM	337.78
	DELL	MONITOR	TRANSPORTATION MANAGEM	339.43
	DELL	LAPTOP AND MONITORS	TRANSPORTATION MANAGEM	2,539.02
00339	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	70.72
00340	DOMESTIC VIOLENCE	CDBG-LEGAL ADVOCACY SERVICES	COMMUNITY DEVELOPMENT-	1,376.13
	DOMESTIC VIOLENCE		COMMUNITY DEVELOPMENT-	7,039.32
00341	DUBEAU, AMY	REIMBURSE SHIPPING AND MILEAGE	LEGAL - PROSECUTION	19.68
00342	DUNLAP INDUSTRIAL	HARDWARE	MAINT OF GENL PLANT	12.14
	DUNLAP INDUSTRIAL	CHAIN GRINDER	SMALL ENGINE SHOP	382.20
00343	E&E LUMBER	STRIKE PLATES	MAINT OF GENL PLANT	6.88
	E&E LUMBER	HARDWARE	MAINT OF GENL PLANT	7.62
	E&E LUMBER		EQUIPMENT RENTAL	36.44
	E&E LUMBER	BIRD CONTROL SUPPLIES	UTIL ADMIN	92.85
	E&E LUMBER	BRACKETS AND HANDRAILS	SMALL ENGINE SHOP	132.88
	E&E LUMBER	PRUNER, CLAMPS, SILICONE AND H	WASTE WATER TREATMENT F	135.68
	E&E LUMBER	MDF AND BRACKETS	SMALL ENGINE SHOP	234.40
	E&E LUMBER	TAPE MEASURE, TAPE, BAGS AND R	ER&R	299.48
00344	EAGLE FENCE	FENCE REPAIR	ROADSIDE VEGETATION	973.76
00345	ECOLOGY, DEPT. OF	STORMWATER MONITORING PERMIT	STORM DRAINAGE	39,975.00
00346	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		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	21.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	73.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00

**CITY OF MARYSVILLE
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FOR INVOICES FROM 5/21/2015 TO 5/27/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
00347	EMARD, STEFFEN	UB 986409350000 6409 35TH ST N	WATER/SEWER OPERATION	0.08
	EMARD, STEFFEN		WATER/SEWER OPERATION	393.03
00348	ENVIRONMENTAL PRODUC	FLANGE, TUBING AND CLAMP	WATER/SEWER OPERATION	-46.23
	ENVIRONMENTAL PRODUC		WATER DIST MAINS	571.60
00349	EVERETT HYDRAULICS	REBUILD BOOM LIFT CYLINDER	MAINT OF EQUIPMENT	1,029.21
00350	EVERETT TIRE & AUTO	TIRES	ER&R	478.23
00351	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	216.00
	EVERETT, CITY OF		WASTE WATER TREATMENT F	3,655.80
00352	FERRELLGAS	PROPANE	SOLID WASTE OPERATIONS	32.13
	FERRELLGAS		WATER SERVICE INSTALL	32.13
	FERRELLGAS		ROADWAY MAINTENANCE	32.13
	FERRELLGAS		TRAFFIC CONTROL DEVICES	32.14
00353	FERRIS, ROBBIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
00354	FIELD INSTRUMENTS	CREDIT CALIBRATION	WATER QUAL TREATMENT	-347.52
	FIELD INSTRUMENTS	CALIBRATION	WATER QUAL TREATMENT	347.52
	FIELD INSTRUMENTS	CALIBRATE FLOWMETER	WATER FILTRATION PLANT	348.16
00355	FIRE PROTECTION INC	MONITORING FEE	MAINT OF GENL PLANT	204.00
00356	FIRESTONE	TIRE CREDIT	EQUIPMENT RENTAL	-125.85
	FIRESTONE	TIRE	EQUIPMENT RENTAL	110.20
	FIRESTONE		EQUIPMENT RENTAL	125.85
00357	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	43.29
	FRONTIER COMMUNICATI		ADMIN FACILITIES	43.29
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	43.29
	FRONTIER COMMUNICATI		LIBRARY-GENL	43.29
	FRONTIER COMMUNICATI		UTILITY BILLING	43.29
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	43.29
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	46.09
	FRONTIER COMMUNICATI	ACCT #36065836350725085	COMMUNITY DEVELOPMENT-	46.95
	FRONTIER COMMUNICATI		UTIL ADMIN	46.96
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	65.81
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	65.98
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	86.57
	FRONTIER COMMUNICATI		POLICE PATROL	86.57
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	86.57
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	86.57
	FRONTIER COMMUNICATI		COMMUNITY CENTER	86.57
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	86.57
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	86.57
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	173.14
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	216.40
	FRONTIER COMMUNICATI		UTIL ADMIN	298.39
00358	GARLINGHOUSE, DAWN &	UB 760041000002 5308 69TH DR N	WATER/SEWER OPERATION	166.82
00359	GENUINE AUTO GLASS	WINDOW REPLACEMENT	EQUIPMENT RENTAL	180.64
00360	GOVERNMENT FINANCE	MUNICAST ANNUAL SUPPORT	FINANCE-GENL	997.50
	GOVERNMENT FINANCE		UTIL ADMIN	997.50
00361	GRAINGER	TIRE MACHINE MOTOR	EQUIPMENT RENTAL	501.70
00362	GRAMS-RAU, KATRINA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
00363	GREENSHIELDS	AIR HOSES AND FITTINGS	EQUIPMENT RENTAL	263.23
	GREENSHIELDS	HOSES	ER&R	399.56
	GREENSHIELDS	MISC TOOLS AND EQUIPMENT	SMALL ENGINE SHOP	1,191.87
00364	GREG RAIARDONS DODGE	ALTERNATOR W/CORE CHARGE	EQUIPMENT RENTAL	317.70
00365	GUY, KRISTIE	REIMBURSE TRAVEL/CONFERENCE EX	PERSONNEL ADMINISTRATIOI	525.50
00366	HAGGEN INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	91.12
00367	HAMBLÉN, JAN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
00368	HD FOWLER COMPANY	BLUE SEAL CREDIT	STORM DRAINAGE	-186.04
	HD FOWLER COMPANY	END CAP CREDIT	STORM DRAINAGE	-80.47
	HD FOWLER COMPANY	COUPLINGS	WATER/SEWER OPERATION	62.93
	HD FOWLER COMPANY	METER ADAPTERS	WATER/SEWER OPERATION	78.07
	HD FOWLER COMPANY	GRIPPER PLUGS	WATER/SEWER OPERATION	91.87
	HD FOWLER COMPANY	SUMP PUMP, COUPLING AND UNION	WATER DIST MAINS	168.70
	HD FOWLER COMPANY	BLUE SEAL AND END CAP	STORM DRAINAGE	266.51

**CITY OF MARYSVILLE
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FOR INVOICES FROM 5/21/2015 TO 5/27/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
00368	HD FOWLER COMPANY	BALL VALVES	WATER/SEWER OPERATION	320.97
	HD FOWLER COMPANY	MARKING PAINT AND STICKS	ER&R	325.46
	HD FOWLER COMPANY	REPAIR PARTS FOR 49TH AVE	WATER DIST MAINS	518.53
00369	HEALTH, DEPT OF	PROJECT REPORT SUBMITTAL #:14-	WATER CAPITAL PROJECTS	4,548.00
00370	HERTZ EQUIPMENT RENT	PLATFORM LIFT RENTAL	PUBLIC SAFETY BLDG.	190.40
00371	HICKS, JUSTIN	UB 986419410000 6419 41ST ST N	WATER/SEWER OPERATION	216.79
00372	HOUSING HOPE	CDBG-BEACHWOOD APTS	COMMUNITY DEVELOPMENT-	3,616.10
00373	INTERSTATE BATTERY	BATTERY	EQUIPMENT RENTAL	83.24
	INTERSTATE BATTERY		ER&R	209.57
00374	JEWELL, HARRISON & G	UB 757547080000 4708 75TH AVE	WATER/SEWER OPERATION	45.61
00375	JUDD & BLACK	ACCESSORIES	COMMUNITY CENTER	43.47
	JUDD & BLACK	MICROWAVE	COMMUNITY CENTER	467.84
	JUDD & BLACK	REFRIGERATOR AND RANGE-KBCC	COMMUNITY CENTER	2,441.36
00376	JUSTICE SYSTEMS CORP	PSB VIDEO/SECURITY SYSTEM UPGR	GENERAL FUND	-3,463.36
	JUSTICE SYSTEMS CORP		TECHNOLOGY REPLACEMEN	75,057.91
00377	K2 DATA SYSTEMS INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	20,046.25
00378	KAMAN INDUSTRIAL TEC	FLANGE BEARINGS	ER&R	352.86
00379	KELLER SUPPLY COMPAN	SEAT, TANK AND BOWL	MAINT OF GENL PLANT	280.27
00380	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	3,358.75
00381	KIRPAL KAUR & DALVIR	UB 980492100000 4921 61ST DR N	WATER/SEWER OPERATION	138.45
00382	KLINGMAN, JOAN	UB 740200000000 6408 21ST DR N	WATER/SEWER OPERATION	65.53
00383	KRISTY PROPERTIES	UB 984210000000 4210 SUNNYSIDE	WATER/SEWER OPERATION	69.67
00384	LAKESIDE INDUSTRIES	ASPHALT	WATER SERVICES	1,149.72
00385	LAMOUREUX, JANIS	REIMBURSE MEETING EXPENSE	COMMUNITY DEVELOPMENT-	32.61
00386	LASTING IMPRESSIONS	JACKETS	ER&R	38.19
00387	LEE, DAWN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
00388	LOWES HIW INC	LOCKS, KICKDOWN AND BUMPERS	MAINT OF GENL PLANT	83.95
	LOWES HIW INC	HOOKS AND RAILS	SMALL ENGINE SHOP	371.48
00389	MARYSVILLE PRINTING	PO BOOKS	SMALL ENGINE SHOP	414.14
00390	MATTHEWS, MARILYN &	UB 800440000001 5504 64TH PL N	WATER/SEWER OPERATION	23.87
00391	MOTOR TRUCKS	SLACK ADJUSTERS	EQUIPMENT RENTAL	479.81
00392	NATIONAL BARRICADE	CONES AND SIGNS	TRANSPORTATION MANAGEM	714.37
	NATIONAL BARRICADE	SCHOOL SIGNS AND ARROW SIGNS	TRANSPORTATION MANAGEM	1,411.80
00393	NELSON PETROLEUM	MACHINE OIL	WASTE WATER TREATMENT F	635.88
00394	NORGAARD, HERBERT S	UB 980098000435 3618 71ST AVE	WATER/SEWER OPERATION	60.39
00395	NORTHEND TRUCK EQUIP	SANDER PARTS	EQUIPMENT RENTAL	442.08
00396	NORTHWESTERN AUTO	2007 FORD VICTORIA REPAIR	EQUIPMENT RENTAL	1,250.00
00397	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	2.38
	OFFICE DEPOT		ENGR-GENL	27.63
	OFFICE DEPOT		UTIL ADMIN	146.06
00398	PACIFIC POWER BATTER	BATTERIES	SEWER MAIN COLLECTION	36.25
	PACIFIC POWER BATTER		STORM DRAINAGE	36.25
00399	PACIFIC TOPSOILS	TOPSOIL	GMA - STREET	123.80
00400	PARR LUMBER CO	BLOCKS AND PINS	ROADSIDE VEGETATION	45.54
00401	PART WORKS INC, THE	PARTITIONS	WASTE WATER TREATMENT F	734.40
00402	PARTS STORE, THE	CORE CREDIT	SMALL ENGINE SHOP	-8.16
	PARTS STORE, THE	FUEL CAP	EQUIPMENT RENTAL	13.46
	PARTS STORE, THE	BATTERY W/CORE CHARGE	SMALL ENGINE SHOP	39.77
	PARTS STORE, THE	HOSES	EQUIPMENT RENTAL	42.66
	PARTS STORE, THE	AIR BLEEDER	EQUIPMENT RENTAL	58.31
	PARTS STORE, THE	JACK AND JACK STANDS	SMALL ENGINE SHOP	438.43
	PARTS STORE, THE	PARTS WASHER SUPPLIES	EQUIPMENT RENTAL	545.61
	PARTS STORE, THE	SMARTWASHER	SMALL ENGINE SHOP	1,957.31
00403	PARTSMASER	WELDING SUPPLIES	EQUIPMENT RENTAL	498.51
00404	PAULSON, SHAWNA	UB 982932770000 2932 77TH DR N	WATER/SEWER OPERATION	69.86
00405	PB LOADER CORP	BURNER THERMOSTAT ASSEMBLY	ER&R	-185.59
	PB LOADER CORP		EQUIPMENT RENTAL	2,294.62
00406	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	43.51
	PGC INTERBAY LLC		PRO-SHOP	194.62
	PGC INTERBAY LLC		PRO-SHOP	617.00
	PGC INTERBAY LLC		PRO-SHOP	712.41

DATE: 5/27/2015
 TIME: 11:00:11AM

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
00406	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF COURSE	1,083.00
	PGC INTERBAY LLC		PRO-SHOP	1,910.21
00407	PILCHUCK RENTALS	CORE DRILL RENTAL	ROADWAY MAINTENANCE	1,019.22
	PILCHUCK RENTALS	PRESSURE WASHER	SIDEWALKS MAINTENANCE	1,251.15
00408	PLATT ELECTRIC	MOUNTING PLATES	MAINT OF GENL PLANT	12.58
	PLATT ELECTRIC	LIGHT FIXTURE	COMMUNITY CENTER	68.41
00409	PORTER, ANDREW	INSTRUCTOR SERVICES	COMMUNITY CENTER	324.00
00410	POSTAL SERVICE	POSTAGE	POLICE ADMINISTRATION	2,000.00
00411	PREFERRED ELECTRIC	LED LIGHTS	WASTE WATER TREATMENT F	936.77
	PREFERRED ELECTRIC	WIRE AND INSTALL LIGHTS	PUBLIC SAFETY BLDG.	3,074.69
00412	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	45.97
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	77.76
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	107.45
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	128.32
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	287.35
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	580.67
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	610.71
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,285.18
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,397.23
	PUD	ACCT #2011-4725-3	PUMPING PLANT	2,591.77
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,057.66
	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,369.19
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	3,680.18
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	7,363.37
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	15,001.56
00413	QUALITY ELECTRIC	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
00414	QUILCEDA COMMUNITY	CDBG-QCS WILLOW PLACE UPGRADES	COMMUNITY DEVELOPMENT-	17,388.96
00415	RIEGER, JACQUELINE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
00416	ROCKHURST UNIV	TRAINING MATERIAL	UTIL ADMIN	27.14
	ROCKHURST UNIV		UTIL ADMIN	27.15
	ROCKHURST UNIV		UTIL ADMIN	27.15
00417	RWC INTERNATIONAL	MODULE ASSEMBLY CREDIT	EQUIPMENT RENTAL	-592.94
	RWC INTERNATIONAL	MODULE ASSEMBLY	EQUIPMENT RENTAL	589.15
	RWC INTERNATIONAL		EQUIPMENT RENTAL	592.94
00418	SEATTLE TIMES, THE	SUBSCRIPTION	EXECUTIVE ADMIN	83.20
00419	SENIOR SERVICES OF S	CDBG-SENIOR SRVCS OF SNO CO	COMMUNITY DEVELOPMENT-	15,439.25
00420	SHERWIN WILLIAMS	PAINT AND COVERS	ADMIN FACILITIES	53.80
00421	SIX ROBBLEES INC	RETURN WIRES	ER&R	-52.88
	SIX ROBBLEES INC	AIR ACTION VALVES	EQUIPMENT RENTAL	448.80
00422	SMARSH INC	ARCHIVING PLATFORM	COMPUTER SERVICES	27.00
00423	SNO CO PUBLIC WORKS	DISPOSAL FEES	EQUIPMENT RENTAL	75.00
	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	142,517.00
00424	SNO CO TREASURER	INMATE HOUSING-JAN 2015	DETENTION & CORRECTION	10,138.25
	SNO CO TREASURER	INMATE HOUSING-FEB 2015	DETENTION & CORRECTION	14,196.13
	SNO CO TREASURER	INMATE HOUSING-MARCH 2015	DETENTION & CORRECTION	14,570.78
	SNO CO TREASURER	INMATE HOUSING-APRIL 2015	DETENTION & CORRECTION	18,940.56
00425	SOLID WASTE SYSTEMS	SWITCHES	EQUIPMENT RENTAL	789.04
	SOLID WASTE SYSTEMS	ASSEMBLIES AND CYLINDERS	EQUIPMENT RENTAL	2,297.84
00426	SOUND PUBLISHING	LEGAL AD	COMMUNITY DEVELOPMENT-	229.71
00427	SOUND PUBLISHING		GMA-PARKS	156.44
	SOUND PUBLISHING		GMA - STREET	246.78
00428	SOUND SAFETY	JEAN EXCHANGE CREDIT	UTIL ADMIN	-0.98
	SOUND SAFETY	RESPIRATORS	WATER DIST MAINS	62.29
	SOUND SAFETY	JEANS-WINELAND	UTIL ADMIN	65.41
	SOUND SAFETY	HEARING PROTECTION, BOOTS AND	GENERAL SERVICES - OVERH	143.26
	SOUND SAFETY	SHIRTS	FINANCE-GENL	176.53
	SOUND SAFETY	GLOVES	ER&R	247.94
	SOUND SAFETY	SHIRTS	ER&R	455.77
00429	SPECTER INSTRUMENTS	WIN-911 SUPPORT RENEWAL	WATER/SEWER OPERATION	-183.48
	SPECTER INSTRUMENTS		PUMPING PLANT	567.12
	SPECTER INSTRUMENTS		WATER QUAL TREATMENT	567.12

DATE: 5/27/2015
 TIME: 11:00:11AM

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/21/2015 TO 5/27/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100429	SPECTER INSTRUMENTS	WIN-911 SUPPORT RENEWAL	SEWER LIFT STATION	567.12
	SPECTER INSTRUMENTS		WASTE WATER TREATMENT F	567.12
100430	SPRINGBROOK NURSERY	TOPSOIL	ROADSIDE VEGETATION	16.69
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	83.46
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	166.94
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	252.56
100431	SUPPLYWORKS	JANITORIAL SUPPLIES	ADMIN FACILITIES	144.20
	SUPPLYWORKS		PUBLIC SAFETY BLDG.	183.18
	SUPPLYWORKS		MAINT OF GENL PLANT	203.95
	SUPPLYWORKS	DEGREASER	ER&R	320.09
	SUPPLYWORKS	JANITORIAL SUPPLIES	WASTE WATER TREATMENT F	739.93
100432	TAYLOR'S EXCAVATING	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-110.55
	TAYLOR'S EXCAVATING		WATER/SEWER OPERATION	1,150.00
100433	TCA ARCHITECTURE PLA	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	4,889.46
100434	THOMAS, MARK	REIMBURSE PLAQUE PURCHASE	POLICE PATROL	116.20
100435	THOMPSON, ARION	UB 250011000001 10629 58TH DR	WATER/SEWER OPERATION	13.36
100436	TIMOTHY SMITH	UB 570703740200 2913 176TH ST	WATER/SEWER OPERATION	25.00
100437	TOCCO, LEAH	REIMBURSE VOLUNTEER APPRECIATI	EXECUTIVE ADMIN	76.70
100438	TOVAR PROPERTIES	UB 601340000002 3628 122ND ST	WATER/SEWER OPERATION	125.66
100439	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	15,402.14
100440	TRAVEL ADVANCE FUND	2015 WRPA CONFERENCE-MIZELL	RECREATION SERVICES	271.00
100441	UNITED LABORATORIES	WASH RACK SUPPLIES	SOLID WASTE OPERATIONS	668.39
100442	UNITED PARCEL SERVIC	SHIPPING EXPENSE	GENERAL SERVICES - OVERF	1.24
	UNITED PARCEL SERVIC		WASTE WATER TREATMENT F	8.89
	UNITED PARCEL SERVIC		POLICE PATROL	22.00
	UNITED PARCEL SERVIC		TRANSPORTATION MANAGEM	33.91
100443	UNITED PARCEL SERVIC		EQUIPMENT RENTAL	2.37
100444	VEHICLE EQUIPMENT SO	SCISSOR LIFT	SMALL ENGINE SHOP	2,360.96
	VEHICLE EQUIPMENT SO	SHOP EXPANSION AIR AND OIL LIN	SMALL ENGINE SHOP	5,896.96
100445	VERIZON	WIRELESS PHONE CHARGES	SOLID WASTE CUSTOMER EX	22.35
	VERIZON		PURCHASING/CENTRAL STOF	22.35
	VERIZON		UTILITY BILLING	44.70
	VERIZON		GOLF ADMINISTRATION	44.70
	VERIZON		CRIME PREVENTION	46.94
	VERIZON		FINANCE-GENL	54.45
	VERIZON		ANIMAL CONTROL	54.45
	VERIZON		PERSONNEL ADMINISTRATIOI	54.45
	VERIZON		MUNICIPAL COURTS	76.80
	VERIZON		WATER SUPPLY MAINS	80.23
	VERIZON		OFFICE OPERATIONS	98.36
	VERIZON		EQUIPMENT RENTAL	100.40
	VERIZON		LEGAL - PROSECUTION	108.90
	VERIZON		PROPERTY TASK FORCE	108.90
	VERIZON		FACILITY MAINTENANCE	108.90
	VERIZON		PARK & RECREATION FAC	149.45
	VERIZON		EXECUTIVE ADMIN	163.35
	VERIZON		YOUTH SERVICES	163.35
	VERIZON		ENGR-GENL	166.20
	VERIZON		RECREATION SERVICES	166.20
	VERIZON		SOLID WASTE OPERATIONS	178.80
	VERIZON		LEGAL-GENL	192.51
	VERIZON		DETENTION & CORRECTION	194.48
	VERIZON		COMMUNITY DEVELOPMENT-	281.23
	VERIZON		STORM DRAINAGE	305.36
	VERIZON		POLICE INVESTIGATION	405.74
	VERIZON		COMPUTER SERVICES	489.58
	VERIZON		GENERAL SERVICES - OVERF	492.07
	VERIZON		POLICE ADMINISTRATION	609.71
	VERIZON		WASTE WATER TREATMENT F	754.58
	VERIZON		UTIL ADMIN	1,161.20
	VERIZON		POLICE PATROL	4,274.82

DATE: 5/27/2015
 TIME: 11:00:11AM

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/21/2015 TO 5/27/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100446	WAGeworks	FLEX PLAN FEES	PERSONNEL ADMINISTRATIO	57.00
100447	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	753.21
100448	WESTERN PETERBILT	PRESSURE SWITCHES	ER&R	128.42
100449	WETZEL, JAKE	REIMBURSE MEALS-TRAINING	TRAINING	23.83
100450	WFOA	REGISTRATION-KUSSY	FINANCE-GENL	40.00
100451	WHITE CAP CONSTRUCT	SAWZALL BLADES AND TUBE	ROADWAY MAINTENANCE	232.00
	WHITE CAP CONSTRUCT	NEW DOME INSTALLATION PARTS	CAPITAL OUTLAY	498.11
100452	WRIGHT, DONNA	REIMBURSE REGISTRATION FEES	CITY COUNCIL	440.00
100453	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	UTIL ADMIN	47.11
	ZEE MEDICAL SERVICE		ENGR-GENL	47.12
	ZEE MEDICAL SERVICE		COMMUNITY DEVELOPMENT-	110.99

WARRANT TOTAL: 1,829,517.05

CHECK #100266 INITIATOR ERROR (1,553.66)

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

1,827,963.39

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 8, 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 20, 2015 payroll in the amount \$912,950.53 Check No.'s 28874 through 28921.

COUNCIL ACTION:

Index #7

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 8, 2015

AGENDA ITEM: Contract Award – 67 th Avenue NE Overlay	
PREPARED BY: Jeff Laycock, Project Manager DEPARTMENT: Engineering	DIRECTOR APPROVAL: 
ATTACHMENTS: Certified Bid Tabulation, Vicinity Map	
BUDGET CODE: 30500030.563000, R1502	AMOUNT: \$569,878.50

SUMMARY:

The 67th Ave NE Overlay project from north of 88th St NE to 108th St NE includes replacing sidewalk ramps to meet ADA, a full width grind and 2-inch overlay, pavement repair and replacement of pavement markings. The project is funded in part by the Surface Transportation Program for preservation projects.

The project was advertised for a May 12, 2015 bid opening. The City received 5 bids as shown on the attached bid tabulation. The low bidder was Lakeside Industries at \$519,878.50. The engineer's estimate was \$569,475. References have been checked and found to be satisfactory.

Contract (includes sales tax)	\$519,878.50
<u>Management Reserve</u>	<u>\$50,000.00</u>
Total	\$569,878.50
<u>Federal Funds towards Construction (Est):</u>	<u>\$491,471.00</u>
Total Construction Cost to the City:	\$78,407.50

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the 67 th Avenue NE Overlay contract with Lakeside Industries in the amount of \$519,878.50 including Washington State Sales Tax and approve a management reserve of \$50,000.00 for a total allocation of \$569,878.50.

5/12/2015

67th Avenue Overlay
Certified Bid Tab

Apparent Low Bid

Section	Item	Description	Quantity	Units	Engineer's Estimate		Lakeside Industries, Inc		Granite Construction		Cemex		JB Asphalt		Northshore Paving	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1-04.412	1	UNANTICIPATED SITE CHANGES	FA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1-07.15	2	SPCC PLAN	LS	1	\$250.00	\$250.00	\$500.00	\$500.00	\$500.00	\$500.00	\$250.00	\$250.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
1-09.7	3	MOBILIZATION	LS	1	\$41,813.00	\$41,813.00	\$41,000.00	\$41,000.00	\$11,900.00	\$11,900.00	\$27,000.00	\$27,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
1-10.5	4	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$94,800.00	\$94,800.00	\$57,000.00	\$57,000.00	\$35,000.00	\$35,000.00	\$32,500.00	\$32,500.00
4-04.5	5	CRUSHED SUBPACING TOP COURSE	TON	50	\$55.00	\$2,750.00	\$2,250.00	\$2,250.00	\$60.00	\$60.00	\$40.00	\$40.00	\$40.00	\$40.00	\$60.00	\$60.00
5-04.5	6	PAVEMENT REPAIR EXCAVATION INCL. H&UI	SF	3000	\$8.00	\$27,000.00	\$8.65	\$27,950.00	\$7.00	\$7.00	\$8.00	\$24,000.00	\$5.50	\$16,500.00	\$10.40	\$31,200.00
5-04.5	7	PLANNING BITUMINOUS PAVEMENT	ST	10500	\$3.00	\$38,500.00	\$2.70	\$28,350.00	\$1.30	\$1,300.00	\$3.20	\$33,600.00	\$2.50	\$26,250.00	\$2.60	\$27,300.00
5-04.5	8	HMA CL. 172 IN PG 64-22	TON	3250	\$84.00	\$273,000.00	\$81.00	\$263,250.00	\$89.00	\$289,250.00	\$85.00	\$276,250.00	\$88.00	\$288,000.00	\$82.50	\$268,125.00
7-05.5	9	ADJUST CATCH BASIN	EACH	8	\$500.00	\$4,000.00	\$400.00	\$3,200.00	\$400.00	\$3,200.00	\$280.00	\$2,240.00	\$400.00	\$3,200.00	\$800.00	\$6,400.00
7-05.5	10	ADJUST WATER VALVE	EACH	4	\$500.00	\$2,000.00	\$350.00	\$1,400.00	\$400.00	\$1,600.00	\$450.00	\$1,800.00	\$400.00	\$1,600.00	\$900.00	\$3,600.00
7-05.5	11	ADJUST MANHOLE	EACH	15	\$350.00	\$5,250.00	\$250.00	\$5,250.00	\$82.00	\$1,230.00	\$150.00	\$2,250.00	\$150.00	\$2,250.00	\$985.00	\$14,775.00
8-02.5	12	PROPERTY RESTORATION	LS	1	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$2,000.00	\$2,000.00	\$8,465.00	\$8,465.00
8-04.5	13	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	350	\$50.00	\$17,500.00	\$11,025.00	\$3,825.00	\$25.00	\$8,750.00	\$31.00	\$10,850.00	\$75.00	\$26,250.00	\$49.15	\$17,202.50
8-04.5	14	CEMENT CONC. PEDESTRIAN CURB	LF	200	\$30.00	\$6,000.00	\$33.50	\$6,700.00	\$20.00	\$4,000.00	\$31.00	\$6,200.00	\$50.00	\$10,000.00	\$29.15	\$5,830.00
8-09.5	15	RAISED PAVEMENT MARKER TYPE 1	HUN	28.50	\$250.00	\$7,125.00	\$315.00	\$9,067.50	\$412.00	\$11,891.00	\$180.00	\$5,130.00	\$200.00	\$5,700.00	\$175.00	\$4,987.50
8-13.5	16	RAISED PAVEMENT MARKER TYPE 2	HUN	7.50	\$350.00	\$2,625.00	\$475.00	\$2,662.50	\$76.00	\$567.00	\$400.00	\$3,000.00	\$400.00	\$3,000.00	\$385.00	\$2,887.50
8-14.5	17	ADJUST MONUMENT CASE AND COVER	EACH	6	\$350.00	\$2,100.00	\$250.00	\$1,500.00	\$76.00	\$456.00	\$225.00	\$1,350.00	\$300.00	\$1,800.00	\$600.00	\$3,600.00
8-14.5	18	CEMENT CONC. SIDEWALK	SF	250	\$125.00	\$31,250.00	\$77.00	\$19,250.00	\$83.00	\$20,750.00	\$74.00	\$18,500.00	\$100.00	\$25,000.00	\$84.70	\$21,175.00
8-22.5	19	DETECTABLE WARNING SURFACES	SF	150	\$50.00	\$7,500.00	\$68.00	\$10,200.00	\$71.00	\$10,650.00	\$75.00	\$11,250.00	\$50.00	\$7,500.00	\$42.30	\$6,345.00
8-22.5	20	PAINTED LINE	LF	10900	\$0.60	\$6,540.00	\$0.24	\$2,616.00	\$0.30	\$3,270.00	\$0.30	\$3,270.00	\$0.50	\$5,450.00	\$0.30	\$3,270.00
8-22.5	21	PLASTIC WIDE LINE	LF	575	\$2.50	\$1,437.50	\$2.40	\$1,380.00	\$3.00	\$1,725.00	\$3.00	\$1,725.00	\$2.00	\$1,150.00	\$2.95	\$1,691.25
8-22.5	22	PLASTIC STOP LINE	LF	150	\$13.50	\$2,025.00	\$4.50	\$675.00	\$8.00	\$1,200.00	\$7.50	\$1,125.00	\$8.00	\$1,200.00	\$7.35	\$1,102.50
8-22.5	23	PLASTIC CROSSWALK	SF	225	\$6.00	\$1,350.00	\$4.50	\$1,012.50	\$5.00	\$1,125.00	\$4.50	\$1,012.50	\$6.00	\$1,350.00	\$4.50	\$1,012.50
8-22.5	24	PLASTIC TRAFFIC ARROW	EACH	14	\$140.00	\$1,960.00	\$95.00	\$1,330.00	\$78.00	\$1,092.00	\$76.00	\$1,064.00	\$60.00	\$840.00	\$75.00	\$1,050.00
Construction Total						\$569,475.50	\$519,878.50	\$521,999.00	\$528,366.50	\$533,540.00	\$551,523.75					





 STREET OVERLAY GRANT

Vicinity Map
 67th AVE NE Overlay
 (88th ST NE to 108th ST NE)
 Item 9 - 3



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS MAP FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS MAP ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS MAP.

Map Plotted: January, 2015

Index #8

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

CITY COUNCIL MEETING DATE: 06/01/2015

AGENDA ITEM: 10 Year Cable Franchise Agreement with WaveDivision I, LLC	
PREPARED BY: Jon Walker, City Attorney	DIRECTOR APPROVAL: 
DEPARTMENT: Legal	
ATTACHMENTS: Cable Franchise Agreement with WaveDivision I, LLC	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City has a non-exclusive television cable franchise agreement with WaveDivision I, LLC that will expire this month. The City has negotiated a ten year renewal of the current Wave agreement. City staff worked with Bob Duchon of River Oaks Communications Corp. to begin the negotiations and the final agreement was negotiated in-house by Marysville’s City Attorney. This agreement is a rework of the previous franchise agreement including updating terminology and improving indemnification language.

RECOMMENDED ACTION: City staff recommends that the City Council authorizes the Mayor to sign the attached cable franchise agreement with WaveDivision I, LLC.

THE CITY OF MARYSVILLE, WASHINGTON

CABLE TELEVISION FRANCHISE

Final Draft Dated 5-29-2015

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE GRANTING A FRANCHISE TO WAVEDIVISION I, LLC TO OPERATE A CABLE TELEVISION SYSTEM IN CITY RIGHTS-OF-WAY.

This Cable Television Franchise (“Franchise”) is entered into in Marysville, Washington, this ____ day of June, 2015, by and between the City of Marysville, Washington a municipal corporation, (hereinafter “City”) and WaveDivision I, LLC, a Washington limited liability company (hereinafter “Grantee”). City and Grantee are sometimes referred to hereinafter collectively as the “parties.”

WHEREAS, Grantee has applied to the City for a nonexclusive franchise to construct, maintain, operate, replace and repair a Cable System in, on, across, over, along, under or through Rights-of-Way within the Franchise Area; and

WHEREAS, the City has considered the financial, technical and legal qualifications of Grantee, and has determined that Grantee’s plans for constructing, operating and maintaining its Cable System are adequate, in a full public proceeding affording due process to all concerned; and

WHEREAS, the public has had adequate notice and opportunity to comment on Grantee’s proposal to provide cable television service within the Franchise Area; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of state-of-the-art cable communications service, the high technical capability and reliability of cable systems, the availability of local programming (including educational and governmental access programming) and quality customer service; and

WHEREAS, diversity in cable service and local and non-local programming is an important policy goal and the Grantee’s Cable System should offer a broad range of programming services; and

WHEREAS, flexibility to respond to changes in technology and subscriber interests within the cable service market should be an essential characteristic of this Franchise and the Grantee will take advantage of new technology to benefit subscribers and citizens as such technology becomes available; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain a cable system or systems within the boundaries of the City.

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

SECTION 1. DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

1.1 “Access” means the availability for noncommercial use by various governmental and educational agencies, institutions, organizations, and other groups and individuals in the community, including the City and its designees, of particular channels on the Cable System to receive and distribute programming to Subscribers, as permitted under applicable law.

(A) “Educational Access” means Access where Schools are the primary users having editorial control over programming and services.

(B) “Government Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 “Access Channel” means any channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming.

1.3 “Activation” or “Activated” means the status of any capacity on or part of the Cable System wherein the use of that capacity or part thereof may be made available without further installation of system equipment other than Subscriber premise equipment, whether hardware or software.

1.4 “Affiliate” is defined by the Cable Act at 47 U.S.C. § 522(2).

1.5 “Bad Debt” means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.

1.6 “Basic Service” means the Cable Service tier which includes, at a minimum, the retransmission of local television broadcast signals and Access programming.

- 1.7 “Broadcast Signal”** means a television or radio signal transmitted over the air to a wide geographic audience, and received by an antenna, microwave, satellite dishes or any other means.
- 1.8 “Cable Act”** means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, and any future amendments thereto.
- 1.9 “Cable Internet Service”** means any service offered by Grantee whereby Persons receive access to the Internet through the Cable System.
- 1.10 “Cable Operator”** is defined by the Cable Act at 47 U.S.C. § 522(5).
- 1.11 “Cable Service”** is defined by the Cable Act at 47 U.S.C. § 522(6).
- 1.12 “Channel”** is defined by the Cable Act at 47 U.S.C. § 522(4).
- 1.13 “City”** means the City of Marysville, Washington, a municipal corporation.
- 1.14 “City Code”** means the ordinances of the City of Marysville having general applicability, which are codified as the Marysville Municipal Code. *[Grant -- Is this okay?]*
- 1.15 “Connection”**, with regard to connections to public buildings, means installation of fiber optic or coaxial cable or other System related facilities through the outer wall of the building leaving adequate excess space to permit further connection to other facilities, plant or cable within the building.
- 1.16 “Designated Access Provider”** means the entity or entities designated by the City to manage or co-manage Access Channels and facilities. The City may be a Designated Access Provider.
- 1.17 “Downstream”** means carrying a transmission from the Headend to remote points on the System or to interconnection points on the System.
- 1.18 “Dwelling Unit”** means any residential building, or each portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping and that is designed for residential occupancy.
- 1.19 “Expanded Basic Service”** means cable programming services not included in the Basic Service and excluding, for example, premium or pay-per-view services.
- 1.20 “FCC”** means the Federal Communications Commission or its lawful successor.

1.21 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment capable of carrying Cable Service by means of electric light wave impulses.

1.22 “Franchise” means the document in which this definition appears, which is executed between the City and Grantee, containing the specific provisions of the authorization granted and the contractual agreement created hereby and as defined in 47 U.S.C. § 522(9).

1.23 “Franchise Area” means the depicted area on Exhibit A (the “Initial Area”), including any areas immediately adjacent to the Initial Area annexed by the City during the term of this Franchise, or that may be added to the Franchise Area during the term pursuant to Section ____.

1.24 “Gross Revenues” means any and all revenue derived directly or indirectly by the Grantee, or by Grantee's Affiliates, from the operation of Grantee's Cable System to provide Cable Services in the Franchise Area. Gross Revenues include, by way of illustration and not limitation, monthly fees charged Subscribers for Cable Services including Basic Service, any expanded tiers of Cable Service, other tiers of Cable Service, Premium Services; Cable Service installation, disconnection, reconnection and change-in-service fees, Leased Access Channel fees, Cable Service lease payments to the Cable System, late fees and administrative fees; payments or other consideration received by the Grantee from programmers for carriage of Cable Services on the Cable System and accounted for as revenue under GAAP; revenues from rentals of converters or other Cable System equipment, advertising sales revenues; the fair market value of consideration received by the Grantee for use of the Cable System to provide Cable Service and accounted for as revenue under GAAP; revenues from program guides, revenue from Cable Internet Service to the extent that service is considered a Cable Service under federal or State law, additional outlet fees, Franchise Fees, revenue from interactive services to the extent they are considered Cable Services under federal or State law, revenue from the sale or carriage of other Cable Services, and revenues from home shopping. Gross Revenues shall not include (i) Bad Debt, provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; (ii) the capital advances and Capital Contribution referenced in Sections 9.6 and 9.7; or (iii) any taxes on services furnished by the Grantee which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by the Grantee on behalf of said governmental unit. The Franchise Fees are not such a tax, and are therefore included in Gross Revenues.

1.25 “Headend” means any facility for signal reception and dissemination on the System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors and other related equipment.

1.26 “Interconnect” or “Interconnection” means the linking of the System with another contiguous cable system, including technical, engineering, physical, financial and other necessary components to accomplish, complete and adequately maintain such linking, in a manner to permit the transmission and receiving of Access programming between the System and other cable systems.

1.27 “Leased Access Channel” means any Channel or portion of a Channel commercially available for programming in accordance with Section 612 of the Cable Act.

1.28 “Locally Scheduled Original Programming” means Government Access or Educational Access programming that is created by the City or its Designated Access Provider(s) including edited coverage of live programming. Any such programming shall only be considered Locally Scheduled Original Programming for the first two (2) cablecasts of same (initial airing and first repeat). Additional cablecasts of the same programming shall no longer be deemed Locally Scheduled Original Programming. Automated Video Programming filler, such as cablecasts of highways and roads, AM/FM Radio programming, NASA or video bulletin boards, does not constitute Locally Scheduled Original Programming.

1.29 “Noncommercial” means, in the context of Access Channels, that particular products and services are not promoted or sold. This shall not be interpreted to prohibit an Access Channel operator or programmer from soliciting and receiving financial support (i.e., fundraising) to produce and transmit programming on an Access Channel, or from acknowledging a contribution.

1.30 “Pay-Per-View Service” or “Premium Service” means Video Programming or other programming service choices (such as movie channels) offered to Subscribers on a per-channel, per-program or per-event basis.

1.31 “Person” means any individual, sole proprietorship, partnership, joint venture, association, corporation or limited liability entity, or any other form of entity or organization.

1.32 “Right-of-Way” or “Rights-of-Way” means land acquired or dedicated to the public or hereafter dedicated to the public for public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, easements and other similar public property located within the Franchise Area.

1.33 “School” means any state accredited public educational institution including, for example, primary and secondary schools (K-12).

1.34 “State” means the State of Washington.

1.35 “Subscriber” means any Person who lawfully receives Cable Service provided by Grantee by means of the System with Grantee’s express permission.

1.36 “System” or “Cable System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public Right-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications

Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with 47 U.S.C. 573 and federal regulations; or (5) any facilities of any electric utility used solely for operating its electric utility systems. When used herein, System or Cable System refers to Grantee's Cable System in the Franchise Area.

1.37 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. 153(50)).

1.38 “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. 153(53)).

1.39 “Tier” means a category of Cable Services provided by the Grantee for which a separate periodic rate is charged.

1.40 “Upstream” means carrying a transmission to the headend from remote points on the System or from Interconnection points on the System.

1.41 “Video Programming” is defined by the Cable Act at 47 U.S.C. § 522(20).

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to Grantee a nonexclusive and revocable authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct and upgrade a System for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Franchise. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Grantee, through this Franchise, is granted the right to operate its System using the Rights-of-Way within the Franchise Area in compliance with all lawfully enacted City Codes and procedures. Additionally, nothing in this Franchise shall be deemed to waive the requirements of ordinances of general applicability lawfully enacted, or hereafter lawfully enacted, by the City. Grantee reserves the right to challenge provisions of any ordinance or other enactment of the City that conflicts with its contractual rights hereunder.

(C) This Franchise shall not be interpreted to prevent the City from lawfully imposing additional conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Cable Service.

(D) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee offering Cable Service in the Franchise Area, or directly involved in the management or operation of the System in the Franchise Area, will also comply with the terms and conditions of this Franchise.

(E) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(2) Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits;

(3) Any permits or agreements for occupying any property of the City other than Rights-of-Way; or

(4) Any necessary or appropriate permits or agreements allowing Grantee to use, occupy or access property belonging to any Person other than the City, such as (by way of example only) permits and agreements allowing Grantee to place devices or equipment on poles, in conduits or in or on other structures that do not belong to Grantee.

(F) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Ways in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(G) This Franchise expressly authorizes Grantee to provide only Cable Services, and to construct, operate or maintain a Cable System. This Franchise is not a bar to imposition of any lawful conditions on Grantee with respect to non-Cable services, Telecommunications Services or information services, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide non-Cable services, Telecommunications Services or information services or relieve Grantee of its obligation to comply with any such authorization(s) that may be lawfully required. However, this Franchise shall not be read as a concession by Grantee that it needs authorization to provide non-Cable, Telecommunications Services or information services.

2.2 Use of Rights-of-Way

(A) Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Franchise Area, such wires, cables (both coaxial and Fiber Optic),

conductors, ducts, conduit, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the System for the provision of Cable Services within the Franchise Area.

(B) Grantee must follow City-established requirements for placement of System facilities in the Rights-of-Way, and must install System facilities in a manner that minimizes interference with the use of the Right-of-Way by others, including others that may be installing communications facilities. Within parameters reasonably related to the City's role in protecting the public health, safety and welfare, the City may require that System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with the City's requirements; and, subject to giving Grantee prior written notice and an opportunity to take the requisite corrective action, may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or which is installed without prior City approval and charge Grantee for all of the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

2.3 Duration

The term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be ten (10) years from the Effective Date of this Franchise, unless terminated, reduced or otherwise amended as hereinafter provided.

2.4 Effective Date

(A) This Franchise and the rights, privileges, and authority granted hereunder and the contractual relationship established hereby shall take effect and be in force from and after the Effective Date of this Franchise.

(B) The "Effective Date" of this Franchise shall be the date on which it is accepted in writing by Grantee.

2.5 Franchise Nonexclusive; Grant of Other Franchises

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, permits or licenses granted by the City to any Person to use any property for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for cable systems as the City deems appropriate.

2.6 Grant of Other Franchises

In the event the City enters into a franchise, permit, license, authorization or other agreement of any kind with any other Person or entity other than the Grantee after the Effective Date of this Franchise to enter into the City's Rights-of-Way for the purpose of constructing or operating a cable system or providing Cable Service to any part of the Franchise Area, in which the Grantee

is providing Cable Service under the terms and conditions of this Franchise or is required to extend Cable Service to under the provisions of this Franchise, the terms and conditions thereof, taken as a whole, shall be neither more favorable nor less burdensome to such Person than those contained herein in order that one cable operator not be granted an unfair competitive advantage over another.

2.7 Familiarity with Franchise

Grantee acknowledges and warrants by acceptance of the rights, privileges and agreement granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered all requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise, subject to applicable law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.9 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary for the safety, health and welfare of the public, and Grantee agrees to comply with all such applicable laws, ordinances and regulations lawfully enacted pursuant to the police powers of the City, or hereafter enacted in accordance therewith, by the City. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter, provided that such ordinances shall be reasonable and not destructive of the rights granted in this Franchise. Grantee shall pay those costs (in accordance with applicable law) associated with moving its System within the Right-of-Way as a result of the City's lawful exercise of its police powers.

SECTION 3. FRANCHISE FEES AND FINANCIAL CONTROLS

3.1 Franchise Fees

As compensation for the use of the Rights-of-Way, Grantee shall pay as a "Franchise Fee" to the City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such Franchise Fees shall commence as of the Effective Date of this Franchise.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding quarter. Each payment shall be due and payable no later than thirty (30) days after the end of the preceding quarter.

3.3 Acceptance of Payment

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee. However, the period for recovery of Franchise Fees payable hereunder is limited to six (6) years from the date on which payment by the Grantee was due.

3.4 Franchise Fee Reports

Each payment shall be accompanied by a written report to the City on a standard form utilized by Grantee, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount.

3.5 Audits

On an annual basis, upon thirty (30) days' prior written notice, the City shall have the right to conduct an independent audit of Grantee's records reasonably related to the enforcement of this Franchise and to recompute any amounts determined to be payable under this Franchise. If Grantee cooperates in making all relevant records available to the City, the City will attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous six (6) years. Any additional amounts due to the City as a result of the audit shall be paid within forty-five (45) days following written notice to the Grantee by the City, which notice shall include a copy of the audit findings. If the audit shows that Franchise Fees have been underpaid, by five percent (5%) or more in a calendar year, Grantee shall pay the City's actual cost of the audit up to a maximum amount of twenty thousand dollars (\$20,000). Grantee's obligation to retain records related to a Franchise Fee audit shall expire six (6) years after each Franchise Fee payment has been made, or should have been made, to the City.

3.6 Financial Records

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records that are relevant to the enforcement of this Franchise.

3.7 Late Payments

In the event any payment due the City is not timely made, Grantee shall pay, in addition to the amount due, interest at the rate established for judgments by the Snohomish County Superior Court, until the date the City receives the payment.

3.8 Underpayments

If a Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest at the rate established for judgments by the Snohomish County Superior Court, compounded daily, calculated from the date the underpayment was originally due until the date the City receives the payment.

3.9 Maximum Franchise Fees

The parties acknowledge that, at present, applicable federal law limits the City to collection of a Franchise Fee of five percent (5%) of Gross Revenues in a 12-month period. In the event that at any time throughout the term of this Franchise, the City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues and the City elects to do so, then this Franchise shall be amended by the parties consistent with such change to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Grantee to the City hereunder. Conversely, in the event that at any time throughout the term of this Franchise, the City may only collect an amount which is less than five percent (5%) of Gross Revenues for Franchise Fees due to a change in federal law, then this Franchise shall be amended by the parties consistent with such change to provide for such lesser percentage.

3.10 Additional Commitments Not Franchise Fees

No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay Franchise Fees. Although the total sum of Franchise Fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, Grantee agrees that, except as otherwise provided by applicable law, the additional commitments herein are not Franchise Fees, nor are they to be offset or credited against any Franchise Fee payments due to the City, nor do they represent an increase in Franchise Fees to be passed through to Subscribers.

3.11 Alternative Compensation

In the event the obligation of Grantee to compensate the City through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall pay to the City compensation in accordance with applicable law.

3.12 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. Within thirty (30) days of the filing of the certified statement with the City, Grantee shall pay any unpaid amounts as indicated. If the Grantee fails to pay its remaining financial obligations as required in this Franchise, the City may satisfy the same by utilizing the funds available in a surety bond, if any, or other security provided by the Grantee.

3.13 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City. Any other license fees, taxes or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

The City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right, or any part thereof, to the extent permitted under law, to any agent in the sole discretion of the City.

Nothing in this Franchise shall expand or limit the City's right of eminent domain under State law.

The Grantee and the City shall be entitled to all rights and be bound by all changes in local, State and federal law that occur subsequent to the Effective Date of this Franchise. The Grantee and the City acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes.

4.2 Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State and local laws.

4.3 Cross Subsidization

Grantee shall comply with all applicable laws regarding rates for Cable Services and all applicable laws covering issues of cross subsidization.

4.4 No Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly-available rate card), and shall be nondiscriminatory for all Persons of similar classes, under similar circumstances and conditions. Grantee shall permit Subscribers to make any in-residence connections the Subscriber chooses without additional charge and without penalizing the Subscriber therefor. However, if any in-home connection requires service from Grantee due to poor signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty materials of such in-home wiring, the Subscriber may be charged appropriate service charges by Grantee. Nothing herein shall be construed to prohibit:

- (A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns;
- (B) The offering of reasonable discounts to similarly situated Persons;
- (C) The offering of rate discounts for Cable Service to government agencies or educational institutions; or
- (D) The offering of bulk discounts for Multiple Dwelling Units.

The Grantee shall offer a discount to those individuals who are low income (determine according to City guidelines consistently applied to other City discounts) and who are also either permanently disabled or 62 years of age or older and who are the legal owner and resident of the Dwelling Unit. Such discounts will consist of at least thirty percent (30%) off of Basic Service (whether it is Basic Service only or combined with Expanded Basic Service or with a premium service), and Grantee is also encouraged to waive standard installation charges.

4.5 Rates

Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Leased Access Channels, provided by Grantee. The schedule shall include a description of the price, terms and conditions established by Grantee for Leased Access Channels.

4.6 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with applicable local, state and federal laws.

(B) The Grantee's late fee and disconnection policies and practices shall be nondiscriminatory, and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the Franchise Area without regard to the neighborhood or income level of the Subscribers.

4.7 Reserved Authority

The City reserves all rights and authority arising from the Cable Act and any other relevant provisions of federal, state or local laws.

4.8 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee or the City, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material breach of this Franchise.

4.9 Performance Evaluations

(A) Evaluation sessions may be held upon request by the City, but no more frequently than once a year, throughout the term of this Franchise.

(B) All evaluation sessions shall be open to the public and shall be announced by the City at least two (2) weeks in advance, in a newspaper of general circulation in the City.

(C) Topics of discussion at any evaluation session may include, but are not limited to, Cable Service rates; Franchise Fees; liquidated damages; free or discounted Cable Services; application of new technologies; system performance; Cable Services provided; customer complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and the City's or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(D) During evaluations under this Franchise, Grantee shall fully cooperate with the City and shall provide such information and documents as the City may reasonably require to perform the evaluation.

SECTION 5. INDEMNIFICATION AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold harmless the City, its officers, officials, boards, commissions, agents and employees from any action or claim, damage, loss, liability, cost or expense, , including court and appeal costs and attorneys' fees and expenses, arising from any death, or injury, casualty or accident to a Person, equipment or property or arising out of or by reason of, the presence of or any construction, excavation, operation, maintenance, repair, reconstruction, upgrade, rebuild, upkeep or removal of the Cable System, by or for Grantee, its agents or its employees, or by reason of any neglect or omission of Grantee, it agents or its employees. Grantee shall consult and cooperate with the City while conducting its defense of the City.

(B) Procedures and Defense. The City shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. If a claim or action arises, the City or any other indemnified party shall then tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims financially affecting the City without the City's prior written approval, which approval shall not be unreasonably withheld.

(C) Grantee's Duties. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duties of defense and indemnification under this Section.

(D) Expenses. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

5.2 Insurance Requirements

(A) General Requirement. Grantee must have adequate insurance during the entire term of this Franchise to protect the City against claims for death or injuries to Persons or damages to property or equipment which in any way relate to, arise from or are connected with Grantee's performance of its rights or obligations under this Franchise, or involve Grantee's System as installed in the Rights-of-Way pursuant to this Franchise. Grantee's insurance must

also cover the actions of Grantee's agents, representatives, contractors, subcontractors and their employees acting on behalf of Grantee under this Franchise.

(B) Minimum Insurance Limits. Grantee must keep insurance in effect in accordance with the minimum insurance limits herein set forth:

(1) Commercial General Liability: Two million dollars (\$2,000,000) aggregate limit per occurrence for bodily injury, personal injury and property damage;

(2) Automobile Liability: Two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage; and

(3) Employer's Liability: One million dollars (\$1,000,000).

(4) Excess Liability or Umbrella Coverage: Five million dollars (\$5,000,000).

(C) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The City shall be designated as an additional insured;

(b) The Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and

(c) The policy shall contain a severability of interests provision. Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(2) The insurance provided herein shall not be cancelled or the limits reduced so as to be out of compliance with the requirements of this Section without forty-five (45) days' written notice first being given to the City. If the insurance is cancelled Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in the amounts required, for the duration of this Franchise.

(D) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII".

(E) Verification of Coverage. The Grantee shall furnish the City with a certificate or certificates of insurance. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance

policy must be on standard forms or on such forms as are consistent with standard industry practices, and are to be provided to the City upon acceptance of this Franchise. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

5.3 Surety Bond

(A) If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then the City may request and Grantee shall establish and provide to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, a surety bond from a financial institution satisfactory to the City in the amount of ten thousand dollars (\$10,000).

(B) If a surety bond is required pursuant to subsection (A), the surety bond shall then be maintained at that same amount throughout the remainder of the term of this Franchise.

(C) After the giving of notice to Grantee and expiration of any applicable cure period, the surety bond may be drawn upon by the City for purposes including, but not limited to, the following:

- (1) Failure of Grantee to pay the City sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee;
- (3) Monetary remedies or damages assessed against Grantee as provided in this Franchise.

(D) The City shall give Grantee written notice of its intent to withdraw from the surety bond pursuant to this subsection. Within thirty (30) days following notice that such withdrawal has occurred, Grantee shall restore the surety bond to the full amount required by subsection (A). Grantee's maintenance of the surety bond shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the surety bond or otherwise limit the City's recourse to any other remedy available at law or in equity.

(E) Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the surety bond was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the surety bond has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the surety bond shall be returned to Grantee with interest, from the date of withdrawal at the rate established for judgments by the Snohomish County Superior Court.

5.4 Bonds

(A) Grantee shall comply with the bonding requirements provided for in the Marysville Municipal Code. Grantee may be required to obtain other additional bonds in accordance with the City's ordinary practices.

(B) Grantee's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the bond(s) or otherwise limit the City's recourse to any other remedy available at law or in equity.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards as the same may be adopted and amended from time to time by the City Council. Grantee reserves the right to challenge any customer service standards which it believes are inconsistent with its contractual rights granted under this Franchise.

6.2 Subscriber Privacy

Grantee will comply with privacy rights of Subscribers in accordance with federal, State and local laws.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

The City shall have access to, and the right to inspect, any books and records of Grantee and its Affiliates which are necessary for the enforcement of the provisions of this Franchise. Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any Affiliate or a third Person. The City may, in writing, request copies of any such records or books, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request that the City inspect them at Grantee's local office. If any books or records of Grantee are not kept in a local office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

The City agrees to keep confidential any proprietary or confidential books or records of Grantee to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the records as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential or proprietary and how it may be treated as such under State or federal law. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the Person demanding access to such information within a reasonable time.

7.3 Records Required

Grantee shall provide to the City, upon request:

- (A) A complete set of route maps showing the location of Cable System facilities in the Franchise Area;
- (B) A copy of all FCC filings issued by Grantee or its Affiliates which relate to the operation of the System in the Franchise Area;
- (C) A list of Grantee's Cable Services, rates and Channel line-up; and
- (D) A compilation of Subscriber complaints, actions taken and resolution, and a log of service calls.

Grantee shall make available, at Grantee's local office, for inspection, plans and as-built maps of the Cable System.

7.4 Submittal of Documents

Upon written request, Grantee shall submit to the City copies of any applications, notifications, communications and documents of any kind, submitted by Grantee or its Affiliates to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's System within the Franchise Area. Grantee shall submit such documents to the City no later than forty-five (45) days after receipt of the City's request. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.5 Annual Reports

Upon written request by the City, Grantee shall submit to the City in a reasonable timeframe annually a written report, which shall include, but not necessarily be limited to, the following information:

- (A) A Gross Revenue statement for the preceding year and all deductions and computations for the period, and such statement shall be reviewed by a certified public accountant, who may also be the chief financial officer or controller of Grantee, prior to submission to the City;
- (B) A summary of the previous year's activities regarding the development of the Cable System, including, but not limited to, beginning and ending plant miles, any technological changes occurring in the Cable System and the number of Subscribers for each class of Cable Service (i.e., Basic, Expanded Basic Service, Premium, etc.);
- (C) A description of planned construction, if any, for the current year; and
- (D) An executive summary of Subscriber complaints received in the previous year.

7.6 False Statements

Any intentional false or misleading statement or representation in any report required by this Franchise shall be a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the City under this Franchise or otherwise.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the information required under this Franchise (not including clerical errors or errors made in good faith) may be deemed a breach of this Franchise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Sports;
- (C) General entertainment including movies;
- (D) Foreign language programming;
- (E) News, weather and information; and
- (F) Access programming.

8.2 Deletion of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without prior written notice to the City.

(B) In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee on the effective date of this Franchise must be maintained after any such modification.

8.3 Surveys

Upon request of the City, but not more frequently than once every three (3) years, the Grantee shall provide to the City written questions that it intends to use in upcoming surveys of customer satisfaction. The City may suggest new or modified questions, which the Grantee, in the reasonable exercise of its discretion, may add to the customer survey it conducts. Upon completion of the customer survey of Subscribers in the Franchise Area, Grantee shall provide the results thereof to the City. Nothing herein shall be construed to limit the right of the City to conduct its own surveys at its own expense.

8.4 Continuity of Service Mandatory

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall use reasonable efforts so as to ensure that all Subscribers receive continuous, uninterrupted Cable Service. For the purposes of this subsection, “uninterrupted” does not include short-term outages of the Cable System for upgrade construction, maintenance or testing.

(B) In the event a new Cable Operator acquires the Cable System in accordance with this Franchise, Grantee shall reasonably cooperate with the City and the new Cable Operator to maintain continuity of Cable Service to all Subscribers. During any transition period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System, and shall be entitled to reasonable costs for its services, if such services are requested by the City, when it no longer operates the Cable System.

8.5 Obscenity

Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any programming which is obscene under applicable federal, State or local laws, statutes, regulations or standards now existing or hereafter adopted.

8.6 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

8.7 New Technology

If there is a new technology which in the City’s opinion would enhance substantially the quality or quantity of programming available to Subscribers on the System, Grantee shall, at the request of the City, investigate the feasibility of implementing said technology and report to the City the results of such investigation.

8.8 Services for the Disabled

Grantee shall comply with the Americans With Disabilities Act and any amendments or successor legislation thereto.

SECTION 9. ACCESS

9.1 Access Channels

Upon the effective date of this Franchise and throughout the term hereof, Grantee shall make available at its expense:

One Governmental Access Channel for use by the City; and

One Educational Access Channel for use by the Lakewood School District.

Any Access Channels provided via digital or compressed video technology shall have at least the same transmission quality as is used to carry any of the commercial Channels that deliver programming on the System. The provision of Access Channels via digital or compressed video technology will not reduce the total number of Access Channels required herein.

If Grantee makes a change in its Cable System and related equipment and facilities, or in its signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access programming, Grantee shall at its own expense take necessary technical steps and provide necessary technical assistance, including the acquisition of all necessary equipment and full training of Access personnel, to ensure that the capabilities of Access Channels are not diminished or adversely affected by such change. For example, this provision shall apply if Basic Service on the Cable System is converted from an analog to a digital format, such that the Access Channels must also be converted to a digital format in order to be received by Subscribers.

9.2 Characteristics of Access Channels

(A) Each Access Channel provided pursuant to Section 9 shall be subject to the following:

(1) Each Access Channel shall be viewable by every Subscriber as part of that Subscriber's service, without any additional service charge.

(2) It is the responsibility of the Designated Access Providers to provide Grantee with an upstream Access Channel signal at the termination panel hand-off point that meets or exceeds FCC technical standards, and Grantee shall deliver to Subscribers a downstream Access Channel signal that meets or exceeds FCC technical standards, and without material degradation. For purposes of this subsection, "material degradation" means where signal quality is noticeably degraded from that provided to Grantee at the demarcation point.

(3) The entire upstream Access Channel signal delivered to Grantee by a Designated Access Provider will be delivered to Subscribers. By way of example, if Designated Access Provider places closed captioning on its upstream Access Channel signal, Grantee shall deliver the Access Channel signal, including closed captioning, to its Subscribers.

(4) Subject to applicable law, Access Channels may be delivered to Subscribers in analog format or digital format provided that if Grantee elects to provide Access Channels in digital format while Grantee delivers some channels to its Subscribers in analog format, Grantee shall, at no additional cost to the Subscriber, provide digital-to-analog converters for the primary television set of each such Subscriber who requests such equipment to enable such Subscriber with analog-only television equipment to view the Access Channels carried in digital format.

(5) Within one hundred twenty (120) days following the commencement of carriage of any of the Access Channels in digital-only format or upon one hundred twenty

(120) days prior written notice from the City to Grantee, Grantee will commence carriage of one (1) of the Access Channels in high-definition format. The City may designate which of the Access Channels will be carried in high-definition format.

(6) For the elimination of doubt, Grantee will not be required under subsections (4) and (5) above to (i) transmit more than one (1) Access Channel in high-definition format, (ii) provide any equipment to the City to facilitate the creation, storage or distribution of any high-definition programming, or (iii) provide to Subscribers any equipment (other than the digital-to-analog converters described above) necessary to view the Access Channel in high-definition format.

9.3 Access Channel Video On Demand

Within ninety (90) days following request by the City, Grantee will set aside sufficient storage capacity on its video-on-demand (“VOD”) server to store up to thirty (30) hours of Access Channel programming. The City will have the obligation and shall bear all costs and expenses to format (i.e., encode the Access Channel programming in the appropriate VOD format along with the appropriate metadata to enable its use in Grantee’s VOD server) and transport the formatted Access Channel programming to Grantee’s VOD server via a transport mechanism that is commonly used in the cable television industry. At such time that the City provides formatted Access Channel programming to Grantee as described above, Grantee will make such programming available to Subscribers that have access to Grantee’s other VOD programming in a manner consistent with such other VOD programming and at no additional cost to such Subscribers. The City will be responsible for “refreshing” the Access Channel programming on a periodic basis.

9.4 Management and Control of Access Channels

(A) The City may authorize Designated Access Providers to control, operate and manage the use of any and all Access facilities provided by Grantee under this Franchise, including, without limitation, the operation of Access Channels. The City or its Designated Access Providers may formulate rules for the operation of the Access Channels, consistent with this Franchise. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider.

(B) Grantee shall cooperate with the City and Designated Access Providers in the use of the System and Access Channel related facilities for the provision of Access Channels. To the extent allowed by law, the City agrees to indemnify, save and hold harmless Grantee from and against any and all liability resulting from (i) the City’s provision of Access Channel signals and content to Grantee, and (ii) the City’s use of Access Channel related facilities.

9.5 Additional Access Channels

In addition to the Access Channels referenced in Section 9.1 above, the City may require Grantee to make available at no charge one (1) additional activated Access Channel when either of the Access Channels required by Section 9.1 are used for Locally Scheduled Original Programming at least forty-eight (48) hours per week between 10:00 A.M. and 10:00 P.M., Monday through Friday during any consecutive ten (10) week period (“Threshold Requirement”). The initial

showing and first repeat shall count towards the Threshold Requirement. To meet the Threshold Requirement, the City or Designated Access Provider must produce distinct Locally Scheduled Original Programming. Programming from either of the existing Access Channels cannot be included in the calculation of the Threshold Requirement of the other Access Channel.

Once the Threshold Requirement has been met, Grantee shall, within six (6) months following a written request by the City, provide an additional Access Channel for use by the City or its Designated Access Provider.

9.6 Location of Access Channels

Grantee will use reasonable efforts to minimize the movement of Access Channel assignments. Grantee shall use its best efforts to provide one hundred twenty (120) days advance written notice to the City and at least thirty (30) days advance written notice to Subscribers prior to any relocation of any Access Channel. In the event of Access Channel relocation, Grantee shall provide notice to Subscribers in the same manner as notice is provided for any other Channel relocation. In such event, the City or its Designated Access Provider may provide, at its expense, a bill insert regarding the Access Channel location change that Grantee shall include in Subscriber bills. Grantee shall provide, at its expense, a bill message on Subscriber bills.

9.7 Access Interconnections

Grantee shall Interconnect the Access Channels of the Cable System with the Access Channels of any other cable system not owned or operated by Grantee or an Affiliate of Grantee and providing Cable Service in the City if technically feasible and not financially burdensome to Grantee. Interconnections under this subsection shall be located at the City's Access Channel origination site or another mutually agreeable site.

9.8 Access Capital Advance

No later than forty-five (45) days after the Effective Date of this Franchise, Grantee shall pay to the City a capital advance in the amount of three thousand dollars (\$3,000). Additionally, at the beginning of year two of this Franchise, Grantee shall pay to the City another capital advance in the amount of three thousand dollars (\$3,000). These are advance payments of the Capital Contribution set forth in subsection 9.9. These advance payments of Capital Contributions may be used by the City for capital expenditures related to Access construction, renovation, equipment or facilities. These advance payments shall in no way be considered in lieu of Franchise Fees and shall not reduce in any way Franchise Fees owed to the City under this Franchise. To the extent allowed by federal law, these capital advances may be treated as an external cost by Grantee and itemized on Subscribers' bills.

9.9 Capital Contribution

(A) Commencing with the Effective Date of this Franchise, Grantee shall provide a capital contribution to the City for Access capital costs ("Capital Contribution") in an amount not to exceed \$0.75 per Subscriber per month throughout the term of this Franchise. As of the effective date of this Franchise, that figure shall be \$0.75 per Subscriber per month. The monthly amount may be reduced, as determined by the City Council. Grantee shall be entitled to retain the Capital Contribution up to the amounts advanced pursuant to subsection 9.8.

Thereafter, the Capital Contribution shall be paid quarterly to the City. Grantee shall not be responsible for paying the Capital Contribution with respect to gratis or bad debt accounts. Within ninety (90) days after the end of each year, Grantee shall provide a report to the City regarding such gratis or bad debt accounts, which report may be included as part of another report. The City can inquire as to the status of any such accounts, and the Grantee agrees to meet with the City, upon request, to discuss such matters as necessary. To the extent allowed by federal law, the Capital Contribution may be treated as an external cost by Grantee and itemized on Subscribers' bills. The City shall have discretion to allocate the Capital Contribution in accordance with applicable law, provided the City submits a summary of capital expenditures, and remaining reserve balance, from the Capital Contribution to Grantee within ninety (90) days of the end of each calendar year. To the extent the City makes Access investments using City funds prior to receiving necessary capital advances or Capital Contribution funds, the City is entitled to apply subsequent capital advances or Capital Contribution payments from Grantee toward such City capital investments.

(B) The City and Grantee agree that any Capital Contribution shall be referred to on Subscribers' bills as an "EG fee" or language substantially similar thereto. Grantee shall not change such reference on the Subscribers' bills without the prior written consent of the City, which consent shall not be unreasonably withheld.

9.10 Access Channels On Lowest Tier

All Access Channels provided to Subscribers with a standard definition video signal under this Franchise shall be included by Grantee as a part of Basic Service. All Access Channels provided to Subscribers with a high definition video signal under this Franchise shall be included by Grantee as part of the lowest priced tier of HD Cable Service upon which Grantee provides HD programming content.

9.11 Use of Educational and Governmental Access Channels

Access Channels shall be placed under the authority of the City for use related to governmental and educational purposes. Access Channel use shall include sponsorships and underwriting. Grantee shall not exercise editorial control over programming of any Access Channel made available to the City pursuant to this Franchise. Grantee will not interrupt at its headend or hub site, the signal provided on any Access Channel, except during an upgrade, or during circumstances beyond Grantee's control or if necessary for testing or planned system maintenance purposes.

9.12 Technical Quality

The Grantee shall, at its expense, maintain all Access services, Channels (including functionality and signal quality) and Interconnections at the same level of technical quality and reliability as that for the rest of the Channels carried on the Cable System. Grantee shall provide all necessary equipment outside the demarcation point at the Access Channel provider's origination point, at Grantee's headend and throughout its distribution system to deliver the Access Channels to Subscribers. Grantee shall, at its expense, provide routine maintenance and repair and replace, if necessary, any of Grantee's transport lines and equipment required to carry a quality signal to and from the City's (and Designated Access Providers') and the Grantee's facilities for the

Access Channels. With respect to signal quality, Grantee shall distribute the Access Channel signal it receives from the Designated Access Provider without material degradation. For purposes of this subsection, material degradation means where signal quality is noticeably degraded from that provided to Grantee by the Designated Access Provider at the demarcation point.

9.13 Underutilized Access Channels

(A) Grantee and the City agree that it is their mutual goal to fully and efficiently use the Channel capacity of the Cable System, which may include allowing the Grantee to use underutilized time on the Access Channels. If Grantee believes that any Access Channel has underutilized time, Grantee may file a request with the City to use that time. In response to the request, the City will consider a combination of factors, including, but not limited to, the community's needs and interests, and the source, quantity, type and schedule of the programming carried on the Access Channel. The City will also consider, taking into account the mission of Access programming, whether it is feasible for the Designated Access Providers to cluster Access programming into blocks of time such that the Channel space can be compatibly shared between the Designated Access Provider and the Grantee and/or if several Designated Access Providers can combine their programming onto a single Access Channel. The City shall render its decision regarding the matter within sixty (60) days of receiving the request. Should the City find that the Access Channel or a portion of the Access Channel may be used by the Grantee, then Grantee may begin using such time ninety (90) days after receipt of the decision. The Grantee's request shall not be unreasonably denied. Any permission granted pursuant to this subsection for use of an Access Channel or a portion thereof shall be considered temporary.

(B) At such time as a Designated Access Provider believes that it has sufficient Locally Scheduled Original Programming (or the ability to create same) that would utilize the Access Channel time currently used by the Grantee pursuant to this subsection, a Designated Access Provider may request that the City return such Channel or portion of the Channel for Access purposes. In response to the request, the City will consider a combination of factors, including, but not limited to, the community's needs and interests, and the source, quantity, type and schedule of the Locally Scheduled Original Programming proposed to be carried on the Access Channel as well the Designated Access Provider's ability and resources to acquire or produce the additional proposed Locally Scheduled Original Programming. The City will also consider, taking into account the mission of the Access programming, whether it is feasible for the Designated Access Providers to cluster Locally Scheduled Original Programming into blocks of time such that the Channel space can be compatibly shared between the Designated Access Provider and the Grantee and/or if several Designated Access Providers can combine their respective Locally Scheduled Original Programming onto a single Access Channel. The City shall render its decision regarding the matter within sixty (60) days of receiving the request. Should the City find that the evidence exists to support the return of the Access Channel or a portion of the Access Channel to the Designated Access Provider, then Grantee shall surrender the Access Channel or the requested time on the Access Channel, as applicable, within ninety (90) days of receiving the decision. The Designated Access Provider's request shall not be unreasonably denied.

9.14 Information about Access Programming

If timely provided to Grantee by the City, Grantee shall include information about Access programming in any installation packet Grantee provides to Subscribers. The City shall supply said materials for insertion into any such packet in a format consistent with Grantee's requirements.

9.15 Return Lines

Grantee, at its expense, shall construct and maintain a return line to Grantee's Headend (and/or hub[s] if applicable) from City Hall (on State Avenue) and the Lakewood School District Service Center to enable the distribution of Governmental and Educational Access programming to Residential Subscribers on the Access Channels. If the Lakewood School District has not utilized the Educational Access Channel and if the Franchise Area covered by this Franchise Agreement has been expanded pursuant to Section 12.2 below to include a high school serving the Marysville School District and the Marysville School District desires to utilize the Educational Access Channel, then Grantee will construct and maintain a return line to serve the Marysville High School as described in this Section.

9.16 Access Program Listings in Subscriber Guides

If the City or one or more of the City's Designated Access Providers desires to contract with Grantee's program guide provider to get one or more Access Channels listed in the program guide, Grantee shall facilitate the City's initial contact with the program guide provider. If the City or one or more of the City's Designated Access Providers chooses to contract with Grantee's program guide provider as described in the preceding sentence, then the Access Channel(s) at issue shall be listed on Grantee's program guide in the same manner as other, commercial, Channels.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to generally applicable laws, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the installation, maintenance, upgrade or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Subject to receiving advance notice, Grantee shall make reasonable efforts to attend and participate in meetings of the City regarding Right-of-Way issues that may impact the Cable System.

10.3 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be durable and installed in accordance with good engineering practices.

10.4 Joint Trenching/Boring

Whenever it is possible and reasonably and financially practicable to joint trench or share bores or cuts, Grantee shall work with other providers (such as, but not limited to, telecommunications, gas and electric companies), licensees, permittees and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Franchise Area.

10.5 Movement of Facilities During Emergencies

During emergencies, the City may move Grantee's facilities without prior notice.

10.6 One Call

Grantee will maintain membership in good standing with the Utility Coordinating Council or other similar or successor organization which is designated to coordinate underground equipment locations and installations. Grantee shall abide by the State's "Underground Utilities" statutes and will further comply with and adhere to local procedures, customs and practices relating to the one call locator service program.

10.7 Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, and in providing for the proper restoration of such Rights-of-Way and to protect the public and the continuity of pedestrian or vehicular traffic. Grantee shall pay all generally applicable fees for the requisite City permits.

10.8 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.9 Compliance with Applicable Codes

(A) City Codes. Grantee shall comply with all applicable provisions of the City Code, including, without limitation, construction codes, building codes, the Fire Code, Public Works Street Standards and zoning codes and regulations as they now read or are hereinafter amended.

(B) Regulations and Safety Codes. Grantee shall comply with all applicable federal, State and City safety requirements, rules, regulations, laws and practices. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.10 GIS

(A) Upon forty-five (45) days written request by the City, Grantee shall provide a current, updated map of those portions of the Cable System that are located within the Public Right-of-Way. As of the Effective Date, Grantee does not have the ability to deliver such maps in an electronic format usable by a GIS database. However, Grantee expects to improve its technological mapping capabilities in the future. Accordingly, if, at the time of any such request,

Grantee has the ability to do so, Grantee shall provide the requested maps in both a digital format for use in GIS, either shapefile or geodatabase format, and in a hard copy format. The coordinate system of the digital data for overlaying on the City's GIS shall be Washington State Plane North **NAD 83 US Feet**. The data shall indicate locations of overhead cables and underground cables.

(B) Grantee warrants the maps and information supplied with any Right-of-Way permit application will be reasonably accurate to the best of Grantee's knowledge and upon request, within fifteen (15) days, will provide updated information for a particular location in connection with a permit application.

10.11 Least Interference

Work in the Right-of-Way, or on other public or private property in connection with this Franchise, shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, installed, erected and maintained so as not to endanger or interfere with the lives of persons, or to unreasonably interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with travel and use of public places by persons during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic, except to the extent any of the foregoing may be authorized by appropriate City permits. In the event of such unreasonable interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.12 Prevent Injury/Safety

The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its equipment and work sites in a safe manner in order to prevent accidents that may cause damage or injuries. All work undertaken on the Cable System shall be performed in compliance with applicable FCC or other federal and State regulations. The Cable System shall not endanger or interfere with the safety of Persons or property in the Rights-of-Way.

10.13 Notice to Private Property Owners

Except in the case of an emergency involving public safety or an outage, or service interruption to a large number of Subscribers, Grantee shall give reasonable advance notice to private property owners or tenants of work Grantee intends to perform on or adjacent to such private property.

10.14 Underground Construction and Use of Poles

(A) The Grantee shall utilize existing poles and conduit wherever possible.

(B) In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) Where electric and telephone lines are underground at the time of Cable System construction or upgrade, or when such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers. Related Cable System equipment, such as pedestals or power supplies, must be placed in accordance with the City's applicable code and permit requirements and rules. Where utility facilities owned and operated by persons other than Grantee are also present or planned and involved in an undergrounding project, Grantee shall only be required to pay its fair share of common costs allocable to all of the facilities, in addition to the costs specifically attributable to the undergrounding of the Grantee's facilities. "Common costs" shall include necessary costs not specifically attributable to the installation or undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size and complexity of Grantee's facilities being installed or undergrounded in comparison to the total number and size of all other utility facilities being installed or undergrounded.

(D) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or of any other Person.

(E) The Grantee and the City recognize that situations may occur in the future where the City may desire to place its own fiber optic cable in trenches or bores opened by the Grantee. The Grantee agrees to cooperate with the City in any construction that involves trenching or boring, provided that the City has first provided reasonable notice to the Grantee in some manner that it is interested in sharing the trenches or bores in the area where the Grantee's construction is occurring. The Grantee shall allow the City to lay City conduit and fiber optic cable in the Grantee's trenches and bores, provided the City shares pro rata in the cost of the trenching and boring with Grantee. The City shall be responsible for maintaining its respective conduit and fiber optic cable, which is buried in the Grantee's trenches and bores.

10.15 Restoration of Property

(A) The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours.

(B) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property or private property for one (1) year, unless a longer period is required by the City Code or any generally applicable ordinance or resolution of the City. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the

City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

(D) Upon completion of the work that caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use its best efforts to complete the restoration within twenty-four (24) hours, considering the nature of the work that must be performed.

10.16 Discontinuing Use

Whenever Grantee intends to discontinue using any Grantee facility comprising a part of the System within the Rights-of-Way, Grantee shall notify the City of its intention. Grantee may remove the facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, or convenience, or otherwise serve the public interest. The City may require Grantee to perform a reasonable combination of modification and removal of the facility. Grantee shall complete such removal and/or modification respectively in accordance with a schedule reasonably set by the City. Until such time as Grantee removes or modifies the facility as reasonably directed by the City, or until the rights to and responsibility for the facility are accepted by another Person having authority to use, construct and/or maintain such facility, Grantee shall retain all liability for such facility and be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use.

10.17 Movement of Cable System Facilities For City Purposes

Except as otherwise provided in Chapter 35.99 RCW, the City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City, if so located pursuant to this Franchise, in the event of an emergency or when necessary to protect or further the health, safety or welfare of the general public, and such work shall be performed at Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than ten (10) business days, and allow Grantee the opportunity to perform such action. In the event of any capital improvement project exceeding \$150,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least sixty (60) days written notice to Grantee. Grantee may, after receipt of the City's written notice requesting that Grantee relocate, remove, replace, modify or disconnect Grantee's facilities or equipment, submit to the City proposed written alternatives to such relocation. The City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the City's project. The City shall give each alternative proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no reasonable or feasible alternative to the City's original request, or in the event Grantee does not propose written alternatives to the City, Grantee shall relocate,

remove, replace, modify or disconnect its facilities or equipment as requested. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds.

If the Grantee fails to complete the above work within the time prescribed and to the City's reasonable satisfaction, the City may cause such work to be done and bill the reasonable cost of the work to the Grantee, including all reasonable costs and expenses incurred by the City due to Grantee's delay. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

10.18 Movement of Cable System Facilities for Other Franchise Holders

Grantee shall have no obligation to permanently move, relocate, disconnect or otherwise modify any of Grantee's equipment or facilities lawfully installed in the Rights-of-Way at the request of any third-party. However, Grantee agrees that, upon receipt of a written relocation request from any third-party that is authorized to use and occupy the City's Rights-of-Way, Grantee will enter into good faith discussions with said third-party in an effort to reach mutually agreeable terms and conditions with respect to the requested relocation or other modification. If Grantee agrees to move, relocate, disconnect or otherwise modify any portion of the Cable System at the request of a third-party, Grantee may require that the costs associated with the movement, relocation, disconnection or other modification of the Cable System be paid by the requesting party, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.19 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

10.20 Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System.

10.21 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Rights-of-Way which interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may

prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.22 Inspection of Construction and Facilities

The City may inspect any of Grantee's facilities, equipment or construction within the Rights-of-Way and on other public property upon at least twenty-four (24) hours notice, or, in case of an emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to inspect, repair and correct the unsafe condition if Grantee fails to do so, and to reasonably charge Grantee therefor.

10.23 Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as reasonably determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the person doing the work, or be posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

10.24 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's generally applicable ordinances, regulations and requirements. Work by Grantee's contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on Grantee's behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and applicable laws, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that Grantee's contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and applicable laws governing the work performed by them.

SECTION 11. SYSTEM TECHNICAL STANDARDS

11.1 Subscriber Network

(A) Grantee's current Cable System is an operational 750 MHz hybrid fiber coaxial Cable System, and the Cable System has two-way capability throughout the Franchise Area. The Cable System shall be capable of supporting the full range of Cable Services offered by Grantee. The Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of any particular manner in which the signal is transmitted. The Cable System is capable of supporting digital video in both standard definition and high definition formats.

(B) Equipment must be installed so that all closed captioned programming received by the Cable System shall include the closed caption signal on retransmission, so long as the closed caption signal is provided consistent with FCC standards. Equipment must also be installed so that all signals received in stereo are retransmitted in stereo.

(C) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or applicable law.

(D) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular part of the Franchise Area.

11.2 Cable Services in Comparable Communities

Upon request, Grantee shall, every two (2) years following the Effective Date of this Franchise, provide detailed information to the City about Cable Services offered on a non-test basis in similarly situated cable systems in the region. If such Cable Services are not also being offered on Grantee's Cable System in the Franchise Area, Grantee shall provide information on why such Cable Services are not being offered by Grantee in the Franchise Area and an estimated cost to supply such Cable Services. At the City's request, and if economically feasible for Grantee, Grantee shall use commercially reasonable efforts to deploy such new Cable Services within the Franchise Area within a reasonable time frame; provided, however, that in no event shall Grantee be required to deploy new Cable Services or perform any other upgrades to or expansions of its System if Grantee will not be able (in the reasonable business judgment of Grantee) to recover its capital expenditures related to such new deployment, upgrade or expansion within the remaining term of this Franchise.

11.3 Advanced Cable Service

If Grantee intends to offer an advanced Cable Service on any of its cable systems in the greater Seattle metropolitan area, then Grantee shall consider whether the Franchise Area may be a good location in which to beta test or otherwise perform an initial roll-out of such advanced Cable Service. If Grantee determines the Franchise Area may be a good location in which to beta test or otherwise perform an initial roll-out of such advanced Cable Service, Grantee shall so notify the City and ascertain whether the City desires to participate in such beta testing or initial roll-out.

11.4 Standby Power

Grantee shall provide standby power generating capacity at the Cable System headend capable of providing twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies that will supply back-up power of at least two (2) hours duration throughout the trunk and distribution networks, and four (4) hours duration at all nodes and hubs. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than thirty (30) days following receipt of a request therefor.

11.5 Emergency Alert Capability

(A) Emergency Alert System (“EAS”) activation will be accomplished in compliance with all federal and state laws.

(B) The City shall allow only appropriately trained and authorized persons to operate the EAS equipment provided pursuant to this subsection and shall take reasonable precautions to prevent any use of the Grantee’s Cable System that in any manner results in an inappropriate use thereof. To the extent allowed by law, the City shall hold the Grantee, its employees and officers harmless from any claims arising out of the emergency use of the EAS facilities by the City, including, but not limited to, reasonable attorneys’ fees and costs.

(C) Grantee shall ensure that the EAS is functioning properly at all times. It will test the EAS periodically, in accordance with applicable law.

11.6 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

11.7 Cable System Performance Testing

(A) Grantee shall, at Grantee’s expense, perform the following tests on its Cable System:

- (1) All tests required by the FCC;
- (2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise; and
- (3) All other tests as otherwise specified in this Franchise.

(B) At a minimum, Grantee’s tests shall include:

- (1) Cumulative leakage index testing;

(2) Semi-annual compliance and proof of performance tests in conformance with generally accepted industry guidelines;

(3) Tests in response to Subscriber complaints; and

(4) Periodic monitoring tests, at intervals not to exceed six (6) months, of Subscriber (field) test points, the headend, and the condition of standby power supplies.

Upon request, all required technical performance tests may be witnessed by representatives of the City.

(C) Grantee shall maintain the required written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to the City upon request.

(D) Grantee shall promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process shall be a violation of this Franchise. Sites shall be re-tested following correction.

11.8 Additional Tests

Where there exists other evidence which in the judgment of the City casts doubt upon the reliability or technical quality of the Cable System, the City shall have the right and authority, upon thirty (30) days notice, to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the City in performing such testing and shall prepare a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

(A) the nature of the complaint or problem which precipitated the special tests;

(B) the Cable System component tested;

(C) the equipment used and procedures employed in testing;

(D) the method, if any, in which such complaint or problem was resolved; and

(E) any other information pertinent to said tests and analysis, which may be required.

SECTION 12. SERVICE EXTENSION AND SERVICE TO PUBLIC BUILDINGS

12.1 Service Availability

(A) In General. Subject to the density provisions described in Section 12.1(B) below, Grantee shall initiate provision of Cable Service to a Dwelling Unit within seven (7) days of a

request by any potential residential Subscriber within the Franchise Area so long as the potential Subscriber meets Grantee's standard credit qualifications. For purposes of this subsection, a request for Cable Service to a Dwelling Unit shall be deemed made on the date on which a residential service agreement is signed by the potential residential Subscriber. Grantee shall provide such Cable Service:

(1) With no line extension charge except as specifically authorized elsewhere in this Section.

(2) At a nondiscriminatory installation charge for a standard installation, consisting of a maximum of one hundred twenty-five (125) foot aerial drop connecting to the exterior demarcation point for residential Subscribers, with additional charges for non-standard installations computed according to a nondiscriminatory methodology for such installations.

(3) At nondiscriminatory monthly rates in accordance with applicable laws.

(B) Extension and Density. In any portions of the Franchise Area in which Grantee's Cable System is located, Grantee shall make Cable Service available to every residential Dwelling Unit where the minimum density is at least twenty-five (25) Dwelling Units per strand mile in areas served by overhead facilities, and sixty (60) Dwelling Units per line mile in areas served by underground facilities. Grantee may elect to provide Cable Services to areas not meeting the above density standards and charge the requesting resident(s) for the line extension on a non-discriminatory time and materials cost basis. In the event of such extension, Grantee may require that the payment of the capital contribution in aid of construction that is to be borne by such potential customers be paid in advance.

(C) Provision of Cable Service. Grantee shall not arbitrarily refuse to provide Cable Service to any Person within the Franchise Area. Notwithstanding the foregoing, Grantee may introduce new or expanded Cable Services on a phased basis, where such services require an upgrade of the Cable System.

(D) Service to Multiple Dwelling Units. Upon request of the property owner, Grantee shall provide Cable Service to buildings with Multiple Dwelling Units in accordance with Grantee's standard form of Multiple Dwelling Unit agreement, this Franchise and all applicable laws.

12.2 Edge Out Construction; Incremental Expansion of Franchise Area

(A) In general. The City and Grantee acknowledge and agree that as of the Effective Date, the Franchise Area and Grantee's System installed within the Franchise Area covers only a small portion of the City's total municipal area. The City and Grantee agree that it is desirable for Grantee to expand its System into other portions of the City so as to make Grantee's Cable Services available to larger portions of the City. However, the parties acknowledge that it is not economically feasible for Grantee to expand its System to serve the entire City at once. Instead,

the parties agree that an incremental build out of Grantee's System is an appropriate way to manage the gradual expansion of the Franchise Area.

(B) Expansion of Franchise Area. At any time during the term, Grantee may, in its sole discretion, elect to seek to expand its then-existing Franchise Area within the City to include additional areas of the City that are adjacent to Grantee's then-existing Franchise Area, using the process set forth below. Grantee will deliver written notice of any proposed expansion of the System and the Franchise Area to the City, which notice shall include maps showing the location of the proposed expansion (the "Expansion Area") and a description of Grantee's projected timeline for construction. Upon receipt of Grantee's expansion proposal, the City shall review same and may contact Grantee for additional information or to set up a meeting in which to discuss the proposed expansion. The City may propose changes or alterations to Grantee's proposed expansion, including changes to the boundaries or configuration of the proposed Expansion Area. Grantee and the City shall work together in good faith to arrive at a mutually acceptable Expansion Area. If the City determines that Grantee's proposed expansion, as adjusted or altered pursuant to discussions with the City, is a reasonable plan of expansion and is in the best interest of the City and its residents, then the City shall approve same. The City's designee shall have the authority to approve the proposed expansion on behalf of the City, by executing an addendum to this Franchise setting forth the new Franchise Area. To be effective, any such addendum must be counter-signed by Grantee.

(C) Construction of Expanded System. Beginning on the date on which an expansion of the Franchise Area has been formally approved as described in subsection (B) above, Grantee shall have a period of twelve (12) months in which to perform the construction necessary to expand its System into the Expansion Area before the service obligations contained in this Franchise begin to apply to Grantee within the Expansion Area.

(D) Entire City. Grantee is encouraged to propose multiple Expansion Areas during the term, as and when Grantee believes such expansion is economically feasible. Subject to market demand and the City's approval rights with respect to any Grantee expansion proposals, Grantee agrees to use commercially reasonable efforts to continually, throughout the Franchise term, evaluate the footprint of its System within the City (and the corresponding Franchise Area under this Franchise) for potential expansion.

12.3 Connection of Public Facilities

(A) Historically, Grantee has not provided any complimentary Cable Service to City buildings, fire stations, police stations, schools or libraries in the Franchise Area. However, the City shall have the right, at any time during the term, upon giving at least ninety (90) days advance written notice to Grantee, to require Grantee to begin providing, on a complimentary basis, one outlet of Basic Service and Expanded Basic Service to one or more buildings that are owned or leased by the City for administrative purposes, fire and police stations, schools and libraries, provided that such buildings are located within 125 aerial feet (a standard installation) of Grantee's Cable System and provided that such buildings are not already receiving complimentary Cable Service from another provider. If the distance to any such building exceeds one hundred twenty-five (125) aerial feet from Grantee's Cable System, Grantee shall

connect such building and provide the complimentary Cable Service described above if the City or other entity agrees to pay Grantee for the additional, incremental cost to Grantee of performing the extended installation of such drop line in excess of one hundred twenty-five (125) aerial feet, including the cost of excess labor and materials. Grantee shall not be required to provide complimentary Cable Service to any buildings or portions of buildings that are not owned or leased by the City, that are not occupied and used by and for governmental administrative or educational purposes (storage facilities, etc.) or where Grantee would normally enter into a commercial contract to provide Cable Service, such as a prison/jail or a golf course. In instances where the City is leasing and occupying the premises at issue, the City shall be responsible for acquiring any necessary right of entry agreement and paying any associated fees that may be required by the building's owner. The Cable Service provided herein shall not be distributed beyond each originally installed outlet without authorization from Grantee. Such Cable Service shall not be used for commercial purposes or for viewing by the general public, except at City Hall.

(B) If additional outlets are provided by Grantee pursuant to this subsection, the building owner and/or occupant shall pay the usual installation fees associated therewith; however, there shall be no additional charge for the Cable Service. Outlets of Basic and Expanded Basic Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings, provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes.

(C) The City shall take reasonable precautions to prevent any use of Grantee's Cable System in City buildings that may result in an inappropriate use thereof. The standard installations and Cable Service provided pursuant to this subsection are voluntary initiatives of Grantee and will be continued throughout the term of this Franchise.

(D) The fair market value of any complimentary Cable Service provided to the City by Grantee may be offset against Franchise Fees owed by Grantee if and to the extent allowed by law.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remediating Franchise Violations

(A) If the City believes that Grantee has failed to perform any obligation under this Franchise, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

- (1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below; or
- (2) cure the default; or

(3) notify the City that Grantee cannot cure the default within thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or denies the default and requests a meeting in accordance with subsection (A)(1), or the City orders a meeting in accordance with subsection (A)(3), the City shall set a meeting to investigate said issues and the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable timeframe as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may:

(1) Recommend the revocation of this Franchise pursuant to the procedures in subsection 13.2; or

(2) Recommend any other legal or equitable remedy available under this Franchise or any applicable law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the City, provided that any such determination may be subject to appeal to the City Council or review by a court of competent jurisdiction under applicable law.

13.2 Revocation

(A) The City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in accordance with applicable law under the following circumstances:

(1) If Grantee fails to timely cure a default under Section 13.1 above;

(2) If Grantee willfully fails for more than three (3) days to provide continuous and uninterrupted Cable Service;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise;

(6) If Grantee fails to timely pay Franchise Fees to the City if the City delivers formal notification of nonpayment to Grantee and Grantee does not pay all franchise fees owing within 30 (thirty) days of delivery of the notification; or

(7) If Grantee breaches a material provision of the Customer Service Standards.

(B) Prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a satisfactory response from Grantee, it may then seek a termination of the Franchise by the City Council in accordance with this subsection.

(C) Any proceeding regarding revocation shall be conducted by the City Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council shall hear any persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise; or if the breach at issue is capable of being cured by Grantee, the City Council shall direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. If the City Council determines that the Franchise is to be revoked, the City Council shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the City Council's decision to revoke the Franchise unless it timely appeals the decision to a court of competent jurisdiction.

(3) Grantee and the City shall be entitled to such relief as the court may deem appropriate.

(4) The City Council may in its sole discretion take any lawful action that it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination

(A) If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

(1) Require Grantee to maintain and operate its Cable System on a month-to-month basis until a new Cable Operator is selected; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4, below.

(B) The City may order the removal of the above-ground Cable System facilities and such underground facilities from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its equipment and without adversely affecting electrical or telephone wires or attachments. The indemnification and insurance provisions and the surety bond, if any, shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(C) If Grantee fails to complete any removal required by subsection 13.3 (B) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the City may recover the costs through the surety bond, if any, if Grantee has not paid such amount within the foregoing thirty (30) day time period.

(D) The City may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System

(A) If at any time this Franchise is lawfully revoked, terminated or not renewed (in accordance with federal law), the City shall have the option to purchase the Cable System.

(B) The City may, at any time after Franchise revocation, termination or non-renewal, offer in writing to purchase Grantee's Cable System. In any case where the City elects to purchase the Cable System, the purchase shall be closed within one hundred twenty (120) days of the date of the City's audit of a balance sheet and current profit and loss statement of Grantee's Cable System. The City shall, as applicable, pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

(C) For the purposes of this subsection, the price for the Cable System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the City may assume.

(2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

13.5 Receivership and Foreclosure

(A) At the option of the City, subject to applicable law, this Franchise may be revoked after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is timely vacated; or

(2) The receivers or trustees have timely and fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the City may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and conditions of this Franchise.

13.6 Alternative Remedies

No provision of this Franchise shall be deemed to bar the City or the Grantee from seeking appropriate judicial relief. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity. The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection (including complete damage immunity) otherwise available to the City, its officers, officials, City Council, Boards,

commissions, agents, or employees under federal, State, or local law (including, for example, Section 635A of the Cable Act).

13.7 Assessment of Liquidated Damages

(A) The City and Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of Grantee's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and Grantee agree that Grantee shall pay to the City the sums set forth below for each day or part thereof that Grantee shall be in breach of specific provisions of this Franchise. Such amounts are agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of Grantee's breach of such provisions of this Franchise.

(B) Subject to the City's giving written notice to the Grantee and a thirty (30) day right to cure period, the City may assess against Grantee liquidated damages up to two hundred fifty dollars (\$250.00) per day for material departure from the FCC technical performance standards; one hundred dollars (\$100.00) per day for failure to provide the Access Channels or any equipment related thereto which is required hereunder; one hundred dollars (\$100.00) per day for each material violation of the Customer Service Standards; fifty dollars (\$50.00) per day for failure to provide reports or notices as required by this Franchise; and up to one hundred dollars (\$100.00) per day for any other uncured material breaches or defaults under the Franchise; provided however, in no event shall the aggregate amount of any such monetary penalties assessed during the term of the franchise exceed fifty thousand dollars (\$50,000).

SECTION 14. FRANCHISE RENEWAL

(A) The City and Grantee agree that any proceedings undertaken by the City that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures or substantive protections set forth therein shall be deemed to be preempted and/or superseded by the provisions of any subsequent provision of federal or State law.

(B) In addition to the procedures set forth in said Section 626(a), the City agrees to notify Grantee of the completion of its assessments regarding the identification of future cable-related community needs and interests, as well as the past performance of Grantee under the then current Franchise term. Notwithstanding anything to the contrary set forth herein, Grantee and the City agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the City and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof. Grantee and the City consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

SECTION 15. FRANCHISE TRANSFER

(A) Subject to Section 617 of the Cable Act, the Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by

involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person without the prior written consent of the City, which consent shall not be unreasonably withheld.

(B) The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word “control” as used herein is not limited to majority stock ownership but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented thereto.

(C) The parties to any proposed sale, transfer or change of control shall make a written request to the City for its approval of a sale, transfer or change of control and shall furnish all information required by law.

(D) In seeking the City’s consent to any change in ownership or control, the proposed transferee or controlling party shall indicate whether, as applicable, it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against it by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system;

(4) Is financially solvent, by submitting financial data, including financial statements, that are audited by an independent certified public accountant, along with any other data that the City may reasonably require; and

(5) Has the legal, financial and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) In reviewing a request for sale, transfer or change of control, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale, transfer or change of control upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee. Additionally, such Person shall effect changes as promptly as practicable in the operation of the Cable System, if any changes are necessary to cure any violations or defaults presently in effect or ongoing.

(F) The City shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all information required by law, such as a complete FCC Form 394. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(G) Within sixty (60) days of the closing of any transfer, sale or change of control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee or new controlling entity. In the case of a sale or transfer of ownership or change of control, the transferee or the new controlling entity shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise and will not be required to file an additional written acceptance.

(H) Notwithstanding anything to the contrary contained elsewhere in this Section 15, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or all or any portion of the Cable System to an Affiliate of Grantee; provided that the proposed assignee or transferee must show legal, technical and financial responsibility as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise, subject to applicable law. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Discriminatory Practices Prohibited

Throughout the term of this Franchise, Grantee shall fully comply with all equal employment and nondiscrimination provisions and requirements of federal, State and local laws, and rules and regulations relating thereto.

16.2 Local Employment Efforts

Grantee shall use reasonable efforts to utilize qualified local contractors, including minority business enterprises and woman business enterprises, whenever the Grantee employs contractors to perform work under this Franchise.

16.3 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

Grantee's address shall be:

WaveDivision I, LLC
 115 South Maple Avenue
 PO Box 1630
 LaConner, WA 98257
 Attention: General Manager

With a copy to:

Wave Broadband
 401 Kirkland Parkplace, Suite 500
 Kirkland, WA 98033
 Attention: Steve Weed and Jim Penney

City's address shall be:

City of Marysville
 1049 State Avenue
 Marysville, Washington 98270
 Attention: City Attorney

16.4 Cumulative Rights

Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.

16.5 Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs of publication of this Franchise, and any notices prior to any public hearing regarding this Franchise, contemporaneous with its acceptance of this Franchise. Grantee agrees that the additional commitments herein are not Franchise Fees, nor are they to be offset or credited against any Franchise Fee payments due to the City.

16.6 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

16.7 Authority to Amend

In addition to certain amendment provisions of Section 2.6, and the potential expansion of the Franchise Area described in Section 12.2, this Franchise may also be amended at any time by mutual written agreement between the parties.

16.8 Venue

Venue for any dispute related to this Franchise shall be either in Snohomish County Superior Court in Everett, Washington, or the federal District Court for the Western District of Washington in Seattle, Washington, as appropriate.

16.9 Governing Laws

This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington (as amended), the Cable Act as amended, any applicable rules, regulations and orders of the FCC, and any other applicable local, State and federal laws, rules, regulations, legislation or orders (as such now exist, are later amended or subsequently adopted).

16.10 Guarantee

The performance of Grantee under this Franchise shall be guaranteed in all respects by WaveDivision Holdings, LLC, a Delaware limited liability company. A signed guarantee shall be filed with the City contemporaneously with Grantee's acceptance of this Franchise.

16.11 Counterparts

This Franchise may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on the parties hereto.

16.12 Captions

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provision of this Franchise.

16.13 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

16.14 Waiver

The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same, nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.15 Severability

If any Section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

16.16 Entire Agreement

This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written negotiations between the parties.

16.17 Force Majeure

In the event Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by a reason beyond the control of Grantee, Grantee shall have a reasonable time,

under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the City. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, severe or unusual weather conditions which have a direct and substantial impact on the Grantee's ability to provide Cable Services in the Franchise Area and which could not have been avoided by the Grantee which used its best efforts in its operations to avoid such problems, work delays caused by waiting for utility providers to service or perform make-ready services on their utility poles or other facilities to which the Grantee's Cable System is attached, and Grantee's inability to obtain federal, State or railroad permits despite Grantee's best efforts to do so.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the provisions of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

16.18 Attorneys' Fees

If any action or suit arises in connection with this Franchise, the prevailing or substantially prevailing party (either the City or Grantee, as the case may be) shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith, in addition to such other relief as the court may deem proper.

16.19 Actions of the City or Grantee

In any action by the City or Grantee mandated or permitted under the terms hereof, it shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

16.20 Acceptance

Within forty-five (45) days after the passage and approval of this Franchise by Ordinance by the City Council, this Franchise shall be accepted by Grantee by filing with the City Clerk an unconditional, written acceptance of all of the terms and conditions of this Franchise. Failure of Grantee to file such an acceptance shall be deemed a rejection by Grantee, and this Franchise shall be voidable at the discretion of the City.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2015.

CITY OF MARYSVILLE

By _____
JOHN NEHRING, Mayor

ATTEST:

SANDY LANGDON, City Clerk

APPROVED AS TO FORM

JON WALKER, City Attorney

Accepted and approved this ____ day of _____, 2015.

WaveDivision I, LLC

By _____
Name _____
Its _____

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/8/2015

AGENDA ITEM: Approval of Special Event Permit Application; Downtown Merchants Association - "Rodz on 3 rd " Car Show.	
PREPARED BY: Carol Mulligan DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Copy of Special Event Permit Application 2. Site Map for Event. 3. MMC 5.46.	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Marysville Downtown Merchants Association has submitted an application to obtain a Special Event Permit to conduct their annual free car show which is open to the public on Saturday, July 11, 2015, in an effort to promote business in the downtown core. The applicant has requested the temporary street closure at the event location on 3rd Street between State Avenue and Union Avenue, as well as Columbia Avenue between 2nd Street and half way down 3rd Street (alley will be accessible), in order to conduct this proposed event. City staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

<p>RECOMMENDED ACTION: City staff recommends City Council approve the application for Marysville Downtown Merchants Association to conduct a special event on July 11, 2015, including the street closure of 3rd Street between State Avenue and Union Avenue, as well as Columbia Avenue between 2nd Street and half way down 3rd Street, as requested by the applicant.</p>

Received ²¹⁸

APR 28 2015

City of Marysville
Community Development

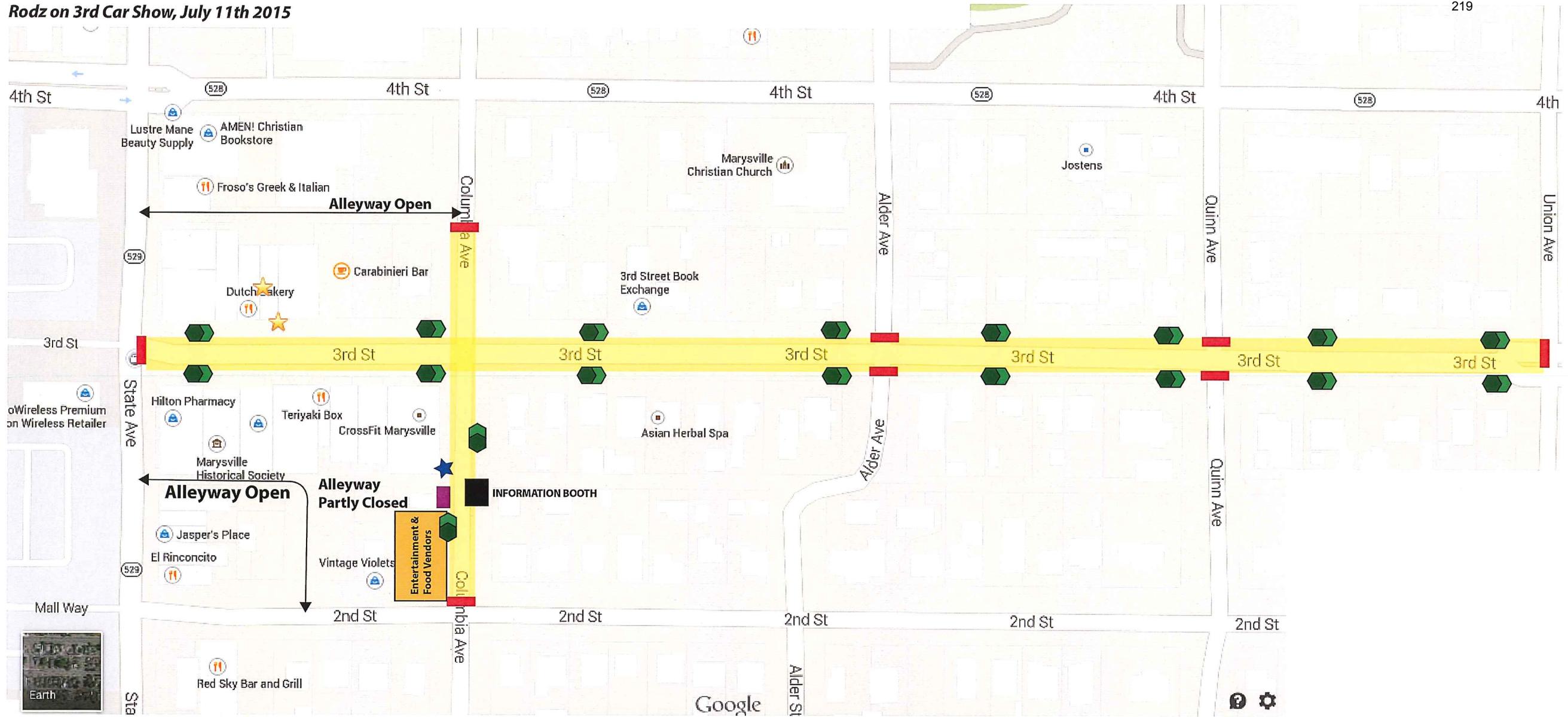


SPECIAL EVENT PERMIT APPLICATION

Community Development Department • 80 Columbia Avenue • Marysville, WA 98270
(360) 363-8100 • (360) 651-5099 FAX • Office Hours: Monday - Friday 7:30 AM - 4:00 PM

FOR AGENCY USE	Date:	File:	Fee: \$100.00
NAME OF EVENT		PROPOSED DATES	
Rockz on 3rd Car Show		July 11 th , 2015	
APPLICANT	SPONSORING NON-PROFIT	EVENT ORGANIZER	
Name	Patricia Schoonmaker	Downtown Marysville Merchants	Will Borg
Mailing Address	8205 47 th Ave NE	2nd & 3rd St.	6914 67 th Pl NE
City, State, ZIP	Marysville, WA 98270	"	"
Phone (home/office)	425-622-0146	360-659-2292	425-330-3322
Phone (cell)	"	"	"
E-mail	patfashion@hotmail.com	Marysville Merchants @hotmail.com	chrysterat@yahoo.com
SITE INFORMATION			
Set-up date/time	6am	Dismantling Date/time	5:30pm
Estimated number of participants	1,500	Hours of operation	10-4pm
Will alcohol be served at event? (if yes please explain)	NO		
Type of activity planned (Describe event)	Car show, food vendors, music stage, small entertainment, awards, food bank fundraising		
Location to be used (Describe area to be used, attach map/route plan)	State @ 3rd Street to Union Ave, partly Columbia (see map attached)		
Detailed Description of Proposed Activities	Cars will show, Award Ceremony, game show to raise funds, pedal cars for kids, bouncing house, music @ stage		
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	NO		

Rodz on 3rd Car Show, July 11th 2015



Road Closures:
 Road closed before 6:00am, July 11th
 Reopen at 5:30pm, July 11th

Contact:
 Patricia Schoonmaker
 425-622-0146
 pbfashion@hotmail.com

-  Garbage & Recycle Cans Supplied by the City
-  Dumpster Supplied by City
-  1 Restrooms, 1 ADA Restroom & Washhand Station

Area of use

Chapter 5.46 SPECIAL EVENTS

Sections:

- 5.46.010 Definitions.
- 5.46.020 Special event permit required.
- 5.46.025 Exceptions to special event permit requirement.
- 5.46.030 Permit application.
- 5.46.040 Approval.
- 5.46.050 Fees.
- 5.46.060 Departmental analysis.
- 5.46.070 Insurance required.
- 5.46.080 Denial of permit.
- 5.46.090 Appeal.
- 5.46.100 Sanitation.
- 5.46.110 Revocation of special event permit.
- 5.46.120 Cost recovery for unlawful special event.
- 5.46.130 Expressive activity special event.
- 5.46.140 Penalties for violation.

5.46.010 Definitions.

Terms used in this chapter shall have the following meanings:

- (1) "Demonstration" means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.
- (2) "Event organizer" means any person who conducts, manages, promotes, organizes, aids, or solicits attendance at a special event.
- (3) "Event management company" means an entity with expertise in managing special events.
- (4) "Expressive activity" includes conduct for which the sole or principal object is expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sports events, including marathons, fundraising events, or events the principal purpose of which is entertainment.
- (5) "Gross revenues" means the sum of all revenues received by an event organizer for a special event including, but not limited to, cash receipts, licensing, sponsorships, television, advertising and similar revenues, and concessions.
- (6) "March" means an organized walk or event whose principal purpose is expressive activity in service of a public cause.
- (7) "Noncommercial special event" means any special event organized and conducted by a person or entity that qualifies as a tax-exempt nonprofit organization, or a special event whose principal purpose is expressive activity.

(8) "Rally" means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause.

(9) "Sidewalk" means that portion of a right-of-way, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

(10) "Sign" means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

(11) "Special event" means any fair, show, parade, run/walk, festival, or other publicly attended entertainment or celebration which is to be held in whole or in part upon publicly owned property or public rights-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public or public rights-of-way within the vicinity of such event.

(12) "Special event permit" means a permit issued under this chapter.

(13) "Special permit venue" means that area for which a special event permit has been issued.

(14) "Street" means any place that is publicly maintained and open to use of the public for purposes of vehicular traffic, including highways.

(15) "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special event permit.

(16) "Vendor" means any person who sells or offers to sell any goods, food, or beverages within a special event venue. (Ord. 2901 § 1, 2012).

5.46.020 Special event permit required.

Except as provided elsewhere in this chapter, any person or entity who conducts, promotes, or manages a special event shall first obtain a special event permit from the city of Marysville. (Ord. 2901 § 1, 2012).

5.46.025 Exceptions to special event permit requirement.

(1) Although not required to be issued a special event permit, an event organizer of an activity exempted from this chapter is required to comply with all local, state and federal laws and regulations governing public safety or health.

(2) The following activities are exempt from obtaining a special event permit:

(a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;

(b) Private events held entirely on private property that do not involve the use of or have an impact on public property or facilities and that do not require the provision of city public safety services;

(c) Funeral and wedding processions on private properties;

(d) Groups required by law to be so assembled;

- (e) Gatherings of 100 or fewer people in a city park, unless merchandise or services are offered for sale or trade to the public, in which case a special event permit is required;
- (f) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, anniversary sales, or single event (one day only) concession stands;
- (g) Garage sales, rummage sales, lemonade stands, and car washes;
- (h) Activities conducted by a governmental agency acting within the scope of its authority;
- (i) Lawful picketing on sidewalks;
- (j) Block parties located entirely on private property when not requesting a street closure, and not inviting others from outside the neighborhood;
- (k) Annual Strawberry Festival which is governed by Chapter 5.48 MMC; and
- (l) Other similar events and activities which do not directly affect or use city services or property. (Ord. 2901 § 1, 2012).

5.46.030 Permit application.

- (1) An application for a special event permit can be obtained at the office of the community development director and will be completed and submitted to the community development director and/or designee no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.
- (2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the community development director and/or designee. The community development director and/or designee shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of expressive activity.
- (3) The following information shall be provided on the special event permit application:
 - (a) The name, address, fax, cell, day of event contact number, email address, and office telephone number of the applicant;
 - (b) A certification that the applicant will be financially responsible for any city fees or costs that may be imposed for the special event;
 - (c) The name, address, fax, cell, email address and telephone number of the event organizer, if any, and the chief officer of the event organizer, if any;
 - (d) A list of emergency contacts that will be in effect during the event, and the event web address, if any; and
 - (e) If the special event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for special event permit shall file a signed, written communication from such organization:
 - (i) Authorizing the applicant to apply for the special event permit on its behalf;

(ii) Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event; and

(iii) Attached to which shall be a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;

(f) All permit applications shall include:

(i) A statement of the purpose of the special event;

(ii) A statement of fees to be charged for the special event, including admissions tax documentation;

(iii) The proposed location of the special event;

(iv) Dates and times when the special event is to be conducted;

(v) The approximate times when assembly for, and disbanding of, the special event is to take place;

(vi) The proposed locations of the assembly or production area;

(vii) The specific proposed site or route, including a map and written narrative of the route;

(viii) The proposed site of any reviewing stands and/or vending areas;

(ix) The proposed site for any disbanding area;

(x) Proposed alternative routes, sites or times, where applicable;

(xi) The approximate number of persons, animals, and vehicles that will constitute the special event;

(xii) The kinds of animals anticipated to be part of the special event;

(xiii) A description of the types of vehicles to be used in the special event;

(xiv) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;

(xv) The number and location of potable sanitation facilities;

(xvi) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;

(xvii) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for special events using city streets, sidewalks, or facilities, including use of public or private law enforcement personnel;

(xviii) Provisions for first aid or emergency medical services, or both, based on special event risk factors;

(xix) Insurance and surety bond information;

(xx) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity;

- (xxi) The marketing plan with proposed timelines associated with marketing the activity to the general public;
- (xxii) Event timeline documenting activities from event set-up to event tear-down;
- (xxiii) Parking areas;
- (xxiv) Identify city assistance being requested; and
- (xxv) Any other information required by the city. (Ord. 2901 § 1, 2012).

5.46.040 Approval.

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

- (1) Approval by City Staff. Administrative approval for one-day events contained on a single site that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation, fire, streets, sanitation, and community development director departments.
- (2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.
- (3) The city council will be notified of all special event approvals made by the city staff.
- (4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, Snohomish Health District, etc., these must be submitted prior to the issuance of the permit. (Ord. 2901 § 1, 2012).

5.46.050 Fees.

There will be a \$100.00 nonrefundable application fee for a special event permit. (Ord. 2901 § 1, 2012).

5.46.060 Departmental analysis.

- (1) The community development director or designee will send copies of special event permit applications to all pertinent city departments and/or outside agencies when deemed necessary for review and determination of services required.
- (2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.
- (3) Cost of city services, i.e., police, public works employees, etc., for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2901 § 1, 2012).

5.46.070 Insurance required.

Except as otherwise provided in this chapter, the applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville, its officials, officers, employees and agents as additional insured for use of streets, public rights-of-way and publicly owned property such

as parks. The insurance policy shall be written on an occurrence basis and shall provide a minimum coverage of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. The insurance policy period shall be for a period not less than 24 hours prior to the event and extending for a period of not less than 24 hours following completion of the event. In circumstances presenting a significantly high risk of liability the city may, in its discretion, increase the minimum insurance requirements, and in circumstances presenting a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements. (Ord. 2901 § 1, 2012).

5.46.080 Denial of permit.

Reasons for denial of a special event permit include, but are not limited to:

- (1) The event will disrupt traffic within the city of Marysville beyond practical solution;
- (2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
- (3) The event will interfere with access to emergency services;
- (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
- (5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
- (6) The application contains incomplete or false information;
- (7) The applicant fails to provide proof of insurance;
- (8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee and/or the applicant has failed to pay all fees due from previous special events;
- (9) The applicant failed to provide proof of sufficient monitors for crowd control and safety at least one week prior to the event;
- (10) The applicant has failed to provide proof of sufficient on- or off-site parking or shuttle services, or both, when required, to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the special event;
- (11) The applicant has failed to conduct a previously authorized or exempted special event in accordance with law and/or the terms of a permit;
- (12) The special event application conflicts with permits issued on same date and location creating hardship or financial burden to already permitted events;
- (13) The applicant does not meet current zoning requirements;
- (14) The applicant fails to obtain local, county, state and federal permits as required;
- (15) The city reasonably determines that the proposed special event conflicts with an already approved special event scheduled for same date(s). (Ord. 2901 § 1, 2012).

5.46.090 Appeal.

The applicant has the right to appeal any denial or revocation of a special events permit to the city council. An appeal shall be made in writing, shall specify the grounds of the appeal, shall have supporting documentation attached, and it shall be filed with the community development director within seven calendar days of the date of the written denial or revocation. (Ord. 2901 § 1, 2012).

5.46.100 Sanitation.

(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained by the applicant subject to the Snohomish Health District's review and certification process. (Ord. 2901 § 1, 2012).

5.46.110 Revocation of special event permit.

(1) Any special event permit issued pursuant to this chapter is subject to revocation, pursuant to this section.

(2) A special event permit may be revoked if the city determines:

- (a) That the special event cannot be conducted without violating the provisions of this chapter and/or conditions for the special event permit issuance;
- (b) The special event is being conducted in violation of the provisions of this chapter and/or any condition of the special event permit;
- (c) The special event poses a threat to health or safety;
- (d) The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter;
- (e) The special event permit was issued in error or contrary to law;
- (f) The applicant has not paid all fees when due; or
- (g) The applicant has failed to provide confirmation or proof that it has obtained the minimum number of required volunteers to perform safety functions.

(3) Except as provided in this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.

(4) If there is an emergency requiring immediate revocation of a special event permit, the city may notify the permit holder verbally of the revocation. (Ord. 2901 § 1, 2012).

5.46.120 Cost recovery for unlawful special event.

Whenever a special event is conducted without a special event permit when one is required or is conducted in violation of the terms of an issued special event permit, the event organizer shall be responsible for, and the city shall charge the event organizer for, all costs incurred as a result of the

5.46.130 Expressive activity special event.

When a special event permit is sought for an expressive activity such as a demonstration, rally, or march as defined in this chapter, the following exceptions shall apply:

(1) Where the special event will not require temporary street closures, cost recovery pursuant to MMC 5.46.050 shall be limited solely to a fee based on the cost of processing the permit application.

(2) The insurance requirement of MMC 5.46.070 shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.

(3) Where the special event will require temporary street closures and any one or more of the conditions of subsection (4) of this section are present requiring the city to provide services in the interest of public health, safety, and welfare, the special event coordinator may condition the issuance of the special event permit upon payment of actual, direct costs incurred by the city to a maximum of \$500.00. Any fee schedule adopted by the city shall contain a provision for waiver of, or a sliding scale for payment of, fees for city services, including police costs, on the basis of ability to pay.

(4) The city may deny a special event permit for a demonstration, rally or march if:

- (a) The special event will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;
- (b) The special event will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;
- (c) The special event will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the city's public works department.
- (d) The special event will require the diversion of police employees from their normal duties;
- (e) The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;
- (f) The special event will substantially interfere with another special event for which a permit has already been granted or with the provision of city services in support of other scheduled special events; or
- (g) The special event will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.

(5) With regard to the permitting of expressive activity special events where the provisions of this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail. (Ord. 2901 § 1, 2012).

5.46.140 Penalties for violation.

(1) Violations of, or failure to comply with, any provision of this chapter shall constitute a civil infraction and any person found to have violated any provision of this chapter is punishable by a monetary penalty of not more than \$250.00 for each such violation. Each day that a violation continues shall constitute a new and separate infraction.

(2) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation.

(3) Any permit fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 2901 § 1, 2012).

The Marysville Municipal Code is current through Ordinance 2991, passed April 6, 2015.

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

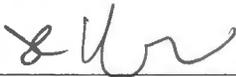


Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 8, 2015

AGENDA ITEM: I-5/SR529 Interchange Expansion Project Supplement 1 to Professional Services Agreement with HDR Engineering	
PREPARED BY: Patrick Gruenhagen	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works / Engineering	
ATTACHMENTS: PSA Supplement 1	
BUDGET CODE: 30500030.563000 R1402	AMOUNT: \$0.00
SUMMARY:	

The City contracted with HDR Engineering on February 24, 2014 to assist with preliminary (30%) design, environmental review, and permitting for its I-5/SR529 Interchange Expansion Project. One other key element of the work involved preparation of an “Interchange Justification Report” (IJR) and associated coordination (through a series of four stakeholder meetings) with WSDOT, the Federal Highway Administration, and others. Notably, the year-long IJR process has now drawn to a close, giving way to expected project approval from FHWA. (a key milestone)

The attached Supplement 1 to the City’s agreement with HDR provides for a no-cost time extension to September 30, 2015. This will be followed by a separate supplement which will incorporate final project design and related tasks.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the attached Supplement 1, a no-cost time extension, to the City’s agreement with HDR Engineering, Inc.



Washington State
Department of Transportation

Supplemental Agreement No. 1	Organization and Address HDR Engineering, Inc.
Agreement Number R-1402	500 108th Avenue NE, Suite 1200 Bellevue, WA 98004-5549
Project Number R-1402	Phone (425) 450-6200
Project Title Interstate 5 / SR 529 Interchange Expansion	Maximum Amount Payable (<u>Un-changed</u>) \$1,393,837.00
Description of Work No additional services will be performed under this supplement. Supplement 1 represents a no-cost time extension only.	

The Local Agency of the CITY OF MARYSVILLE
desires to supplement the agreement entered into with HDR Engineering, Inc.
and executed on February 24, 2014 and identified as Agreement No. R-1402.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

I

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Complete all requirements by September 30, 2015.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action. Dated this _____ day of June, 2015.

By: Karen M Doherty, VP
Karen M Doherty
Consultant Signature

By: Jon Nehring, Mayor

Approving Authority Signature

Index #11

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 8, 2015

AGENDA ITEM: Wire-Line License from Burlington Northern Santa Fe Railway	
PREPARED BY: Patrick Gruenhagen	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works / Engineering	
ATTACHMENTS: Wire-Line License for Installation of Communications Cable beneath tracks	
BUDGET CODE: 30500030.563000 R1404	AMOUNT: \$15,570.00
SUMMARY:	

As part of the upcoming “State Avenue, 116th Street NE to 136th Street NE Corridor Improvement Project,” the City plans to upgrade portions of the traffic signal installation at 128th Street NE. In order to allow coordination between this signal and traffic signals (existing and proposed) immediately to the south, the City must install buried communications cable beneath the railroad tracks commonly known as the “Arlington Spur,” just to the north of 116th Street NE.

The City submitted its application for the required “wire-line license” from the Railroad in late December of 2014. In recent weeks, Public Works staff were successful in negotiating the license fee downward from \$54,275 to \$14,650 — using the results of recent, nearby property appraisals as a basis for arguing that the fee should be reduced. In addition to the license fee, it should be noted that the City will also pay \$920.00 to “opt in” to BNSF’s blanket Railroad Protective Liability Insurance, in order to satisfy the requirements of Section 15.4 of the license.

With this license in-hand, the City’s contractor will be free to move forward with this work within the Railroad right-of-way without interruption.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the attached license agreement with BNSF Railway Company, in the amount of \$15,570.00 including a \$920.00 fee for coverage under BNSF’s Railroad Protective Liability Insurance.



Jones Lang LaSalle Americas, Inc.
 4300 Amon Carter Blvd, Suite 100
 Fort Worth, Texas 76155
 tel +1 817-230-2600
 fax +1 817 306-8265

May 11, 2015

City of Marysville
 Attention: Mr. Patrick Gruenhagen
 80 Columbia Avenue
 Marysville, WA 98270

15-51739

Dear Mr. Gruenhagen:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$14,650.00 payable to BNSF Railway Company which covers \$14,500.00 for the contract fee and \$150.00 for the additional processing fee that was effective 01/01/2015.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$920.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$1500.00.

Sincerely,

Katrina Salazar

Katrina Salazar
 Associate Manager Permits
 Attachment

Tracking #15-51739

**LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE,
AND/OR FIBER OPTIC LINE ACROSS OR ALONG RAILWAY PROPERTY**

THIS LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE AND/OR FIBER OPTIC LINE ("License") is made to be effective _____, 2015, (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF MARYSVILLE**, a Washington corporation ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**") a communication line, television cable, and/or a fiber optic line containing a maximum of one (1) conduit, together with all conductors and their supporting or containing structures (collectively, the "**Communication Line**"), across or along Licensor's rail corridor at or near the station of Marysville, County of Snohomish, State of Washington, Line Segment 0406, Mile Post 0.20 as shown on the attached Drawing No. 62775, dated January 5, 2015, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**"). Licensee warrants that it has exercised due care in establishing the Drawings and Specifications and has conducted testing and carefully assessed the design process to conclude that the risks associated with using and operating the Communication Line as intended by Licensee will not pose any unreasonable risks to Licensor or to the Premises.
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Communication Line in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, the sum of Fourteen Thousand Five Hundred and No/100 Dollars (\$14,500) as compensation for the use of the Premises.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Communication Line, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment

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insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor accepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Communication Line) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Communication Line, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Communication Line as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Communication Line, or the construction of a new line to replace the Communication Line. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Communication Line promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Communication Line.**
- 11.1 Licensee shall notify Licensor's Roadmaster, Stephen Chartier at 2900 Bond Street, Everett, WA 98201, telephone (425) 304-6690, or email stephen.chartier@bnsf.com, at least ten (10) business days prior to installation of the Communication Line and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Communication Line or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

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- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Communication Line in such a manner and of such material that the Communication Line will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Communication Line shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Communication Line or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Communication Line at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Communication Line by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Communication Line, it being solely Licensee's responsibility to ensure that the Communication Line is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 Licensee shall, at its sole cost and expense, remove all combustible material from around wooden poles on the Premises, if any, and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to within fifteen (15) days after having been requested by Licensor to do so, Licensor shall have the right itself to perform the work and Licensee hereby agrees to reimburse Licensor for the expense so incurred.
- 11.9 Licensee shall, at its sole cost and expense, construct and at all times maintain the Communication Line in accordance with the National Electric Code. The use of a rail mounted cable plow to install the Communication Line is strictly prohibited unless advance written approval is granted by Licensor, which approval Licensor may grant or withhold in its sole and absolute discretion. Unless otherwise specified, all underground line shall be installed at least forty-eight (48) inches below grade level.

Form 421; Rev. 20140801

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Communication Line by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Communication Line. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Communication Line and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

Tracking #15-51739

- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
- 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
- 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
- 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

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15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Communication Line. **THE CONSTRUCTION OF THE COMMUNICATION LINE SHALL BE**

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COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE. If further maintenance of the Communication Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$920.

I elect to participate in Licensor's Blanket Policy;

I elect not to participate in Licensor's Blanket Policy.

15.5 Other Requirements:

- 15.5.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.5.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.5.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.5.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.5.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.5.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

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- 15.5.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.5.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.5.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.5.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.5.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.5.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 15.5.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance and use of the Communication Line and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Communication Line and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if

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the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Communication Line in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body on the Premises. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.

17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Communication Line which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.

17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE COMMUNICATION LINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**
19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Communication Line or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the

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License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

- 23.5 Licensee agrees not to assert that termination of this License is a discontinuance in service that requires prior approval by the FCC and warrants that it has redundant facilities that would allow it to continue the provision of service after termination of this License.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Communication Line and all appurtenances thereto, or, at the sole discretion of Licensor, appropriately decommission the Communication Line with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Communication Line and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Communication Line and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Communication Line and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Communication Line and the other Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

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- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "Purported Assignment") to another party (a "Purported Transferee"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of Section 15 above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.
27. **Notices.** Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company
2301 Lou Menk Dr. – GOB-3W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate
- If to Licensee: City of Marysville
80 Columbia Avenue
Marysville, WA 98270
28. **Survival.** Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Communication Line and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. **Recordation.** It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. **Applicable Law.** All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

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31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

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This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4300 Amon Carter Blvd, Suite 100
Fort Worth, TX 76155

By: _____
Title: Kurt Geringer
General Director Real Estate
Date: _____

LICENSEE:

CITY OF MARYSVILLE a Washington corporation

By: 80 Columbia Avenue
Marysville, WA 98270

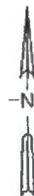
By: _____
Title: _____
Date: _____

COORDINATE SYSTEM: WA N

TRACKING NO. 15-51739

EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND

CITY OF MARYSVILLE



MAP REF. r512511

SCALE: 1 IN. = 200 FT.
NORTHWEST DIV.
ARLINGTON SPUR SUBDIV.
 L.S. 0406 MP: 0.20
 DATE 01/05/2015

SECTION: 9
 TOWNSHIP: 30N
 RANGE: 5E
 MERIDIAN: WILLM



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, Getmapping, Aerogrid, IGN, IGP, swisstopo and the GIS User Community

NOTE:

1-2" STEEL CONDUIT W/
 1 WIRE/CABLE
 1 OCCUPIED
 0 VACANT

DESCRIPTION OF WIRES UNDER TRACK
 WIRES LOCATED AS SHOWN BOLD

	TYPE	COMMUNICATION - CAT5e	SIZE OF CONDUIT	<u>2"</u>
NUMBER OF CONDUITS		<u>1</u>	CONDUIT MATERIAL	<u>STEEL</u>
VOLTAGE		<u>N/A</u>	WALL THICKNESS	<u>0.188"</u>
			LENGTH ON R/W	<u>650'</u>
			BASE OF RAIL	
			TO TOP OF CONDUIT	<u>4.2'</u>
			NATURAL GROUND	
			TO TOP OF CONDUIT	<u>4'</u>

NOTE: CONDUIT TO BE INSTALLED IN EXISTING
 24" CONCRETE CULVERT UNDER TRACK

NEAR MARYSVILLE
COUNTY OF SNOHOMISH

STATE OF WA

AMM

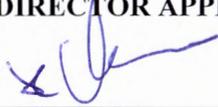
DRAWING NO. 62775

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 8, 2015

AGENDA ITEM: Wire-Line License from Burlington Northern Santa Fe Railway	
PREPARED BY: Patrick Gruenhagen	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works / Engineering	
ATTACHMENTS: Wire-Line License for Installation of Electrical Conductors beneath tracks	
BUDGET CODE: 30500030.563000 R1404	AMOUNT: \$15,570.00
SUMMARY:	

As part of the upcoming “State Avenue, 116th Street NE to 136th Street NE Corridor Improvement Project,” the City plans to install roadway lighting along the east side of State Avenue. In order to energize the new light fixtures, the City must install buried power conductors beneath the railroad tracks commonly known as the “Arlington Spur,” just to the north of 116th Street NE.

The City submitted its application for the required “wire-line license” from the Railroad in late December of 2014. In recent weeks, Public Works staff were successful in negotiating the license fee downward from \$54,275 to \$14,650 — using the results of recent, nearby property appraisals as a basis for arguing that the fee should be reduced. In addition to the license fee, it should be noted that the City will also pay \$920.00 to “opt in” to BNSF’s blanket Railroad Protective Liability Insurance, in order to satisfy the requirements of Section 15.4 of the license.

With this license in-hand, the City’s contractor will be free to move forward with this work within the Railroad right-of-way without interruption.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the attached license agreement with BNSF Railway Company, in the amount of \$15,570.00 including a \$920.00 fee for coverage under BNSF’s Railroad Protective Liability Insurance.



Jones Lang LaSalle Americas, Inc.
4300 Amon Carter Blvd, Suite 100
Fort Worth, Texas 76155
tel +1 817-230-2600
fax +1 817 306-8265

May 11, 2015

City of Marysville
Attention: Mr. Patrick Gruenhagen
80 Columbia Avenue
Marysville, WA 98270

15-51738

Dear Mr. Gruenhagen:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$14,650.00 payable to BNSF Railway Company which covers \$14,500.00 for the contract fee and \$150.00 for the additional processing fee that was effective 01/01/2015.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$920.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$1500.00.

Sincerely,

Katrina Salazar

Katrina Salazar
Associate Manager Permits
Attachment

**LICENSE FOR ELECTRIC SUPPLY LINE
ACROSS OR ALONG RAILWAY PROPERTY**

(Electric Light, Power Supply, Irrespective of Voltage, Overhead or Underground)

THIS LICENSE FOR ELECTRIC SUPPLY LINE ("License") is made to be effective _____, 2015, (the "Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **CITY OF MARYSVILLE**, a Washington corporation ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), an electric supply line containing a maximum of two (2) conductors, together with its supporting or containing structures (collectively, the "**Electric Supply Line**"), across or along Licensor's rail corridor at or near the station of Marysville, County of Snohomish, State of Washington, Line Segment 0406, Mile Post 0.20, as shown on the attached Drawing No. 62774 dated January 5, 2015, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Electric Supply Line in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, the sum of Fourteen Thousand Five Hundred and No/100 Dollars (\$14,500) as compensation for the use of the Premises.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Electric Supply Line, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging **costs** shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage

insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Electric Supply Line) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Electric Supply Line, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Electric Supply Line as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Electric Supply Line, or the construction of a new electric line to replace the Electric Supply Line. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Electric Supply Line promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Electric Supply Line.**
- 11.1 Licensee shall notify Licensor's Roadmaster, Stephen Chartier at 2900 Bond Street, Everett, WA 98201, telephone (425) 304-6690, or email stephen.chartier@bnsf.com, at least ten (10) business days prior to installation of the Electric Supply Line and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Electric Supply Line or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Electric Supply Line in such a manner and of such material that the Electric Supply Line will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Electric Supply Line shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Electric Supply Line or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Electric Supply Line at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Electric Supply Line by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Electric Supply Line, it being solely Licensee's responsibility to ensure that the Electric Supply Line is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 Licensee shall, at its sole cost and expense, construct and at all times maintain the Electric Supply Line in accordance with the National Electric Safety Code.
- 11.9 If the operation or maintenance of the Electric Supply Line at any time causes interference, including but not limited to physical interference from electromagnetic induction, electrostatic induction, or from stray or other currents, with the facilities of Licensor or of any lessee or licensee of Licensor, or in any manner interfere with the operation, maintenance, or use by Licensor of its right-of-way, tracks, structures, pole lines, signal and communication lines, radio, or other equipment, devices, other property or appurtenances thereto, Licensee agrees

immediately to make such changes in the Electric Supply Line and furnish such protective devices and/or replacement equipment to Licensor and its lessees or licensees as shall be necessary, in the judgment of Licensor's representative, to eliminate such interference. The cost of such protective devices and their installations shall be borne solely by Licensee. If any of the interference covered by this **Section 11.9** shall be, in the judgment of Licensor, of such importance to the safety of Licensor's operations as to require immediate corrective action, Licensee, upon notice from Licensor, shall either, at Licensor's election, cease using the Electric Supply Line for any purpose whatsoever and remove same, or reduce the voltage or load on the Electric Supply Line, or take such other interim protective measures as Licensor may deem advisable, until the protective devices and/or replacement equipment required by this **Section 11.9** have been installed, put in operation, tested, and found to be satisfactory to correct the interference.

- 11.10 Licensee shall, at its sole cost and expense, remove all combustible material from around wooden poles on the Premises, if any, and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to within fifteen (15) days after having been requested by Licensor to do so, Licensor shall have the right itself to perform the work and Licensee hereby agrees to reimburse Licensor for the expense so incurred.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Electric Supply Line by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Electric Supply Line. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Electric Supply Line and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN**

INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. **Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. **Insurance.** Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Electric Supply Line. **THE CONSTRUCTION OF THE ELECTRIC SUPPLY LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Electric Supply Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$920.

- I elect to participate in Licensor's Blanket Policy;
- I elect not to participate in Licensor's Blanket Policy.

15.5 Other Requirements:

15.5.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

- 15.5.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.5.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.5.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.5.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.5.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.5.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.5.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.5.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.5.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.5.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.5.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.

15.5.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Electric Supply Line and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Electric Supply Line and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Electric Supply Line in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body on the Premises. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Electric Supply Line which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. **No Warranties.**
- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE ELECTRIC SUPPLY LINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**
19. **Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. **Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.**

LIENS AND TAXES

21. **Liens and Charges.** Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Electric Supply Line or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. **Surrender of the Premises.**
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Electric Supply Line and all appurtenances thereto, or, at the sole discretion of Licensor, appropriately decommission the Electric Supply Line with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Electric Supply Line and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Electric Supply Line and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Electric Supply Line and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Electric Supply Line and the other Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest

herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.

26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. **Notices.** Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2301 Lou Menk Dr. – GOB-3W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Marysville
80 Columbia Avenue
Marysville, WA 98270

28. **Survival.** Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Electric Supply Line and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.

29. **Recordation.** It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. **Applicable Law.** All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. **Severability.** To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. **Integration.** This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4300 Amon Carter Blvd, Suite 100
Fort Worth, TX 76155

By: _____
Kurt Geringer
Title: _____
General Director Real Estate
Date: _____

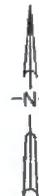
LICENSEE:

CITY OF MARYSVILLE a Washington corporation

By: 80 Columbia Avenue
Marysville, WA 98270

By: _____
Title: _____
Date: _____

EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND
CITY OF MARYSVILLE



SCALE: 1 IN. = 200 FT.
NORTHWEST DIV.
ARLINGTON SPUR SUBDIV.
 L.S. 0406 MP: 0.20
 DATE 01/05/2015

SECTION: 9
 TOWNSHIP: 30N
 RANGE: 5E
 MERIDIAN: WILLM



NOTE:
 2-2" STEEL CONDUITS W/
 3 WIRES
 1 OCCUPIED
 1 VACANT

DESCRIPTION OF WIRES UNDER TRACK
 WIRES LOCATED AS SHOWN BOLD

TYPE	ELECTRIC - #8AWG
NUMBER OF CONDUITS	2
VOLTAGE	0.24 KV

SIZE OF CONDUIT	2"
CONDUIT MATERIAL	STEEL
WALL THICKNESS	0.188"
LENGTH ON RW	650'
BASE OF RAIL TO TOP OF CONDUIT	4.2'
NATURAL GROUND TO TOP OF CONDUIT	4'

NOTE: CONDUITS TO BE INSTALLED IN EXISTING
 24" CONCRETE CULVERT UNDER TRACK

NEAR MARYSVILLE
 COUNTY OF SNOHOMISH

STATE OF WA

AMM

DRAWING NO. 62774

Index #13

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/8/15

AGENDA ITEM: Professional Services Agreement between City of Marysville and Greater Marysville Tulalip Chamber of Commerce	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer	DIRECTOR APPROVAL:
DEPARTMENT: Executive	
ATTACHMENTS: 1. Chamber Services Agreement 2015	
BUDGET CODE:	AMOUNT: \$20,000

SUMMARY:

The Council approved a proposal to fund the Marysville Tulalip Chamber of Commerce grant request (reduced) of \$20,000. The Chamber will be using the funds for a website update and hiring of an intern to work on the website improvements. The Council identified the need to include performance measures to evaluate the value provided by the City grant.

RECOMMENDED ACTION:

Approve and authorize the Mayor to sign the attached Chamber Services Agreement.

CHAMBER SERVICES AGREEMENT

THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE & CITY OF MARYSVILLE

The CITY OF MARYSVILLE, a municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 1049 State Avenue, Marysville, Washington, 98270, and THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE, a Washington nonprofit corporation with offices located at 8825 34th Avenue NE, Suite C, Marysville, Washington, 98271 (hereinafter the "Contractor"), in consideration of the mutual covenants herein, do hereby agree as follows:

- I. **PURPOSE:** This Agreement provides for funding of economic development services between The Greater Marysville Tulalip Chamber of Commerce and the City of Marysville.
- II. **TERM OF AGREEMENT:** Notwithstanding the date of execution hereof, this Agreement shall be in effect from June 10, 2015 to September 30, 2015.
- III. **LIAISON:** The City's Project Manager responsible for this Agreement is Gloria Hirashima, the Chief Administrative Officer. The Contractor's responsible person is Caldie Rogers, the President/CEO.
- IV. **SCOPE OF WORK:** See Exhibit "A" attached and incorporated herein by this reference.
- V. **PAYMENT:** Contractor shall be paid \$20,000.00 per year by the City upon execution of this Agreement.
- VI. **INDEMNITY AND INSURANCE:** The Contractor agrees to save, hold harmless, indemnify and defend the City, its officers, agents, employees and elected officials from and against all claims, suits, costs, fees and liability (including cost of defense) arising out of the acts or omissions of Contractor, its employees, subcontractors, or agents (including field work) arising out of or resulting from Contractor's performance of this Agreement.

Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A. Workers Compensation	Statutory Amount
B. Broad Form Comprehensive General Liability	\$1,000,000
C. Automobile Liability	\$ 500,000

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the

indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

An insurance certificate showing the coverage required under this paragraph VIII will be submitted to the City annually. The City, its officers, agents and employees shall be named as additional insured's as it respects the obligations under this agreement.

VII. COMPLIANCE WITH LOCAL LAWS: The Contractor shall comply with all applicable laws, ordinances, and codes and statutes of the State and local governments.

VIII. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

IX. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including workers' compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

EXECUTED, this the _____ day of _____, 2015, for the Contractor,
THE GREATER MARYSVILLE TULALIP CHAMBER OF COMMERCE:

President/CEO

EXECUTED, this the _____ day of _____, 2015, for the
CITY OF MARYSVILLE:

Mayor

Attest: _____

Deputy City Clerk

Approved as to form:

City Attorney

EXHIBIT A
CHAMBER SERVICES AGREEMENT

SCOPE OF WORK

The goal of the Chamber Services Agreement (CSA) is to strengthen area economy by promoting the greater Marysville Tulalip area as a desirable place for business, and culture with a focus on enhancing the visibility and growth of businesses within the Marysville community; and 2) promoting the greater Marysville Tulalip area as a desirable place to invest and live in.

The Chamber's scope of work will include:

1. Update of the current Chamber of Commerce website. The website improvements will be conducted with the current website provider, Chamber Master. The improvements will include an updated Member Directory and updated pages. The website will be "responsive", allowing it to be viewed on any device, tablet or phone.
2. Hiring of a Communications Coordinator Intern to assist with website re-development and development of additional public outreach and marketing materials.
3. Work collaboratively with City staff to ensure that efforts are not duplicated and enhanced services are provided to both parties.
4. Provide a report identifying before/after measures to assess grant performance including: Chamber membership in June and September, 2015; website hits in June and September 2015; BBH attendance in June and September 2015; as well as any other measurements that the Chamber may deem appropriate to gauge grant performance.
5. Attend a City Council or City Council subcommittee meeting, such as the Economic Development Committee, to provide an review of activities and performance for the Chamber Services grant.