

Marysville City Council Meeting**June 8, 2015****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

A. City Website Update

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

1. Approval of the May 11, 2015 City Council Special Meeting Minutes

2. Approval of the May 11, 2015 City Council Meeting Minutes

Consent

3. Consider Approval of the May 13, 2015 Claims in the Amount of \$924,192.70; Paid by Check Numbers 99982 through 100143 with Check Number 88243 Voided

4. Consider Approval of the May 20, 2015 Claims in the Amount of \$336,230.74; Paid by Check Numbers 100144 through 100300 with Check No. 99974 Voided

5. Consider Approve the May 27, 2015 Claims in the Amount of \$1,827,963.39; Paid by Check Numbers 100301 through 100453 with Check Number 100266 Voided

6. Consider Approval of the May 20, 2015 Payroll in the Amount \$912,950.53; Paid by Check Numbers 28874 through 28921

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

****These items have been added or revised from the materials previously distributed in the packets for the June 1, 2015 Work Session.***

Marysville City Council Meeting

June 8, 2015

7:00 p.m.

City Hall

11. Consider Approving 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 Approving 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

Review Bids

7. Consider Awarding the 67th Avenue NE Overlay Project to 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

Public Hearings

New Business

13. Consider The Greater Marysville Tulalip Chamber of Commerce Agreement *

14. Consider the Maintenance Agreement for the SR9/84th Street Roundabout with the Washington State Department of Transportation *

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.

**These items have been added or revised from the materials previously distributed in the packets for the June 1, 2015 Work Session.*

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.

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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.

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.

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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

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

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

**CITY OF MARYSVILLE
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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 ADMINISTRATIO	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 ADMINISTRATIO	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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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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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

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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

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

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 ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S ADVANTAGE BUILDING S 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
 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>
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
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>
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
 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>
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
 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>
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
 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>
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

CHECK # 99974 INITIATOR ERROR (125.00)

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

336,230.74

Index #5

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 27, 2015** claims in the amount of **\$1,827,963.39** paid by **Check No.'s 100301 through 100453 with Check No. 100266 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 **\$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

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

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

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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	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

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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	HAMBLIN, 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

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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

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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**

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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>
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

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INVOICE LIST**

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<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 #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 ⁵⁷

APR 28 2015

City of Marysville
Community Development

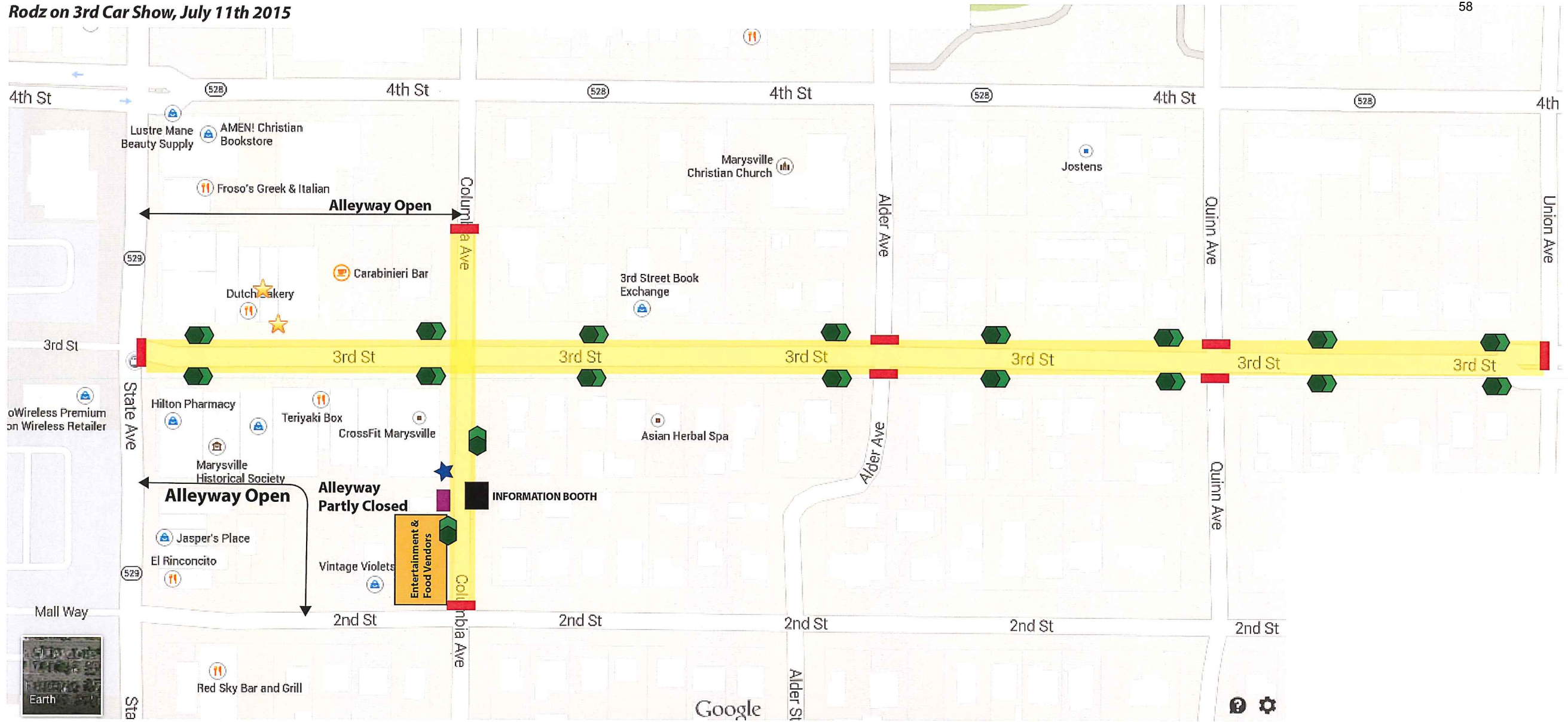


SPECIAL EVENT PERMIT APPLICATION

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	pbefashion@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	Will admission fee be charged? (please note amount)	Registration \$20 for cars Free for public
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

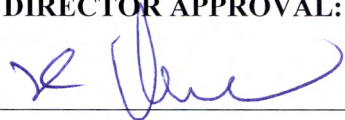
By: Jon Nehring, Mayor

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

**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

Tracking #15-51739

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.

Form 421; Rev. 20140801

- 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 with 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.

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):**

- 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 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 represents 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

Tracking #15-51739

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

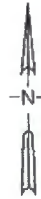
By: _____
Title: _____
Date: _____

COORDINATE SYSTEM: WA N

TRACKING NO. 15-51739

MAP REF. r512511

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



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

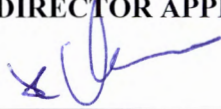
DRAWING NO. 62775

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.
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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: _____

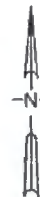
LICENSEE:

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	<u>ELECTRIC - #8AWG</u>
NUMBER OF CONDUITS	<u>2</u>
VOLTAGE	<u>0.24 KV</u>

SIZE OF CONDUIT	<u>2"</u>
CONDUIT MATERIAL	<u>STEEL</u>
WALL THICKNESS	<u>0.188"</u>
LENGTH ON RW	<u>650'</u>
BASE OF RAIL TO TOP OF CONDUIT	<u>4.2'</u>
NATURAL GROUND TO TOP OF CONDUIT	<u>4'</u>

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 #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	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
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.

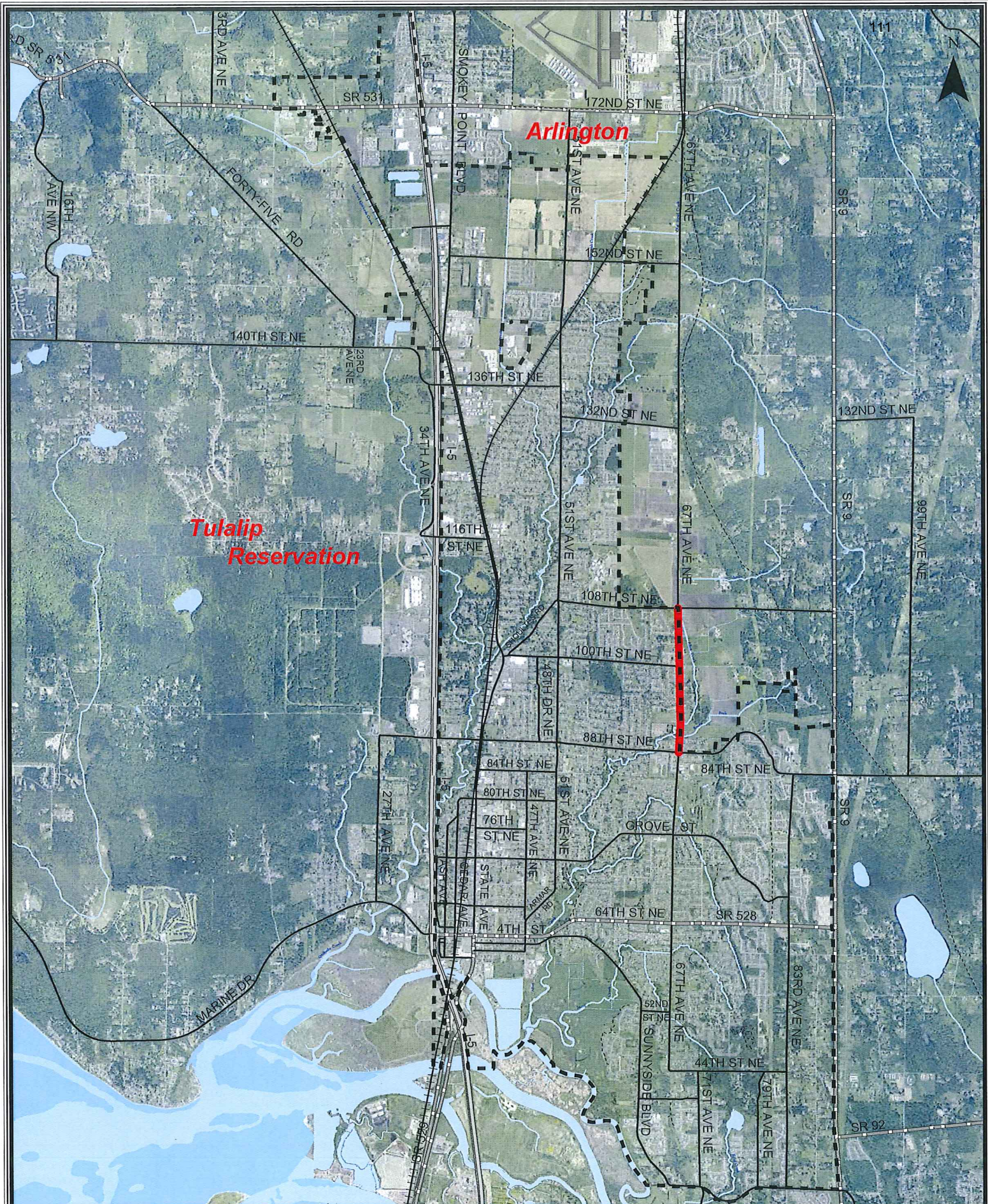
5/12/2015

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 Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	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	SY	3000	\$8.00	\$24,000.00	\$8.65	\$25,950.00	\$7.00	\$21,000.00	\$8.00	\$24,000.00	\$5.50	\$16,500.00	\$10.40	\$31,200.00
5-04.5	7	PLANNING BITUMINOUS PAVEMENT	SY	19500	\$3.00	\$58,500.00	\$2.70	\$52,650.00	\$1.30	\$25,350.00	\$3.20	\$62,400.00	\$2.50	\$48,750.00	\$2.60	\$50,700.00
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	\$286,000.00	\$82.50	\$268,125.00
7-05.5	9	ADJUST CATCH BASIN	EACH	8	\$500.00	\$4,000.00	\$3,200.00	\$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 MANHOLE	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	PROPERTY RESTORATION	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	\$8,775.00
8-02.5	12	CEMENT CONC. TRAFFIC CURB AND GUTTER	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. PEDESTRIAN CURB	LF	350	\$50.00	\$17,500.00	\$11,025.00	\$11,025.00	\$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	\$180.00	\$36,000.00	\$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	\$8,977.50	\$412.00	\$5,900.00	\$400.00	\$3,000.00	\$400.00	\$3,000.00	\$385.00	\$2,887.50
8-13.5	16	RAISED PAVEMENT MARKER TYPE 2	HUN	7.50	\$350.00	\$2,625.00	\$475.00	\$5,562.50	\$76.00	\$456.00	\$725.00	\$1,350.00	\$300.00	\$1,800.00	\$600.00	\$3,600.00
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	\$74.00	\$1,350.00	\$100.00	\$25,000.00	\$84.70	\$21,175.00
8-14.5	18	CEMENT CONC. SIDEWALK	SY	250	\$125.00	\$31,250.00	\$77.00	\$19,250.00	\$83.00	\$20,750.00	\$74.00	\$18,500.00	\$50.00	\$7,500.00	\$42.30	\$6,345.00
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	\$0.30	\$3,270.00
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	\$2.00	\$21,800.00	\$2.95	\$31,602.50
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	\$1,696.25
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

Update
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 Jessica Stickles, 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 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 analytics report benchmarking before/after website upgrade including unique website hits, popular search queries, and other measures of website performance; BBH attendance in June and September 2015; page 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.

Update
Index #14

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/8/2015

AGENDA ITEM: WSDOT Maintenance Agreement SR 9 Roundabout	
PREPARED BY: Jim Ballew, Parks and Recreation Director	DIRECTOR APPROVAL:
DEPARTMENT: Parks and Recreation	
ATTACHMENTS: Maintenance Agreement Sign Rendering	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City will be installing one Gateway Sign within the new Roundabout structure located at SR 9 and 84th Street. Washington State Department of transportation has approved the installation provided the City maintains the signage installed and surrounding landscape. The Agreement defines the City’s responsibilities and Right of Entry.

This is an updated agreement from November 2014, changing from two signs to one and providing additional provisions regarding maintenance.

RECOMMENDED ACTION: Staff recommends the City Council consider approval of the Maintenance Agreement for the SR9/84 th Street Roundabout with the Washington State Department of Transportation and authorize the Mayor to sign the Agreement.

GMB 1062
CITY OF MARYSVILLE MAINTENANCE AGREEMENT
SR 9/84th (GETCHELL) ROUNDABOUT GATEWAY SIGN

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter the "STATE," and the City of Marysville, hereinafter the "CITY," collectively the "Parties," and individually, the "Party."

WHEREAS, the STATE is constructing the SR 9 — 32nd Street SE and 84th Street NE Safety Improvements Project, which includes the construction of one new roundabout located on STATE's limited access right of way, on SR 9 and 84th Street within the CITY's corporate limits, hereinafter referred to as the "Roundabout," and

WHEREAS, the STATE agrees to install one CITY entrance sign on the northerly side of the Roundabout, hereinafter referred to as the "Sign," within SR 9 state-owned limited access right of way, and

WHEREAS, the STATE and the CITY wish to define the CITY's maintenance responsibility for the Sign located within the Roundabout,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and RCW 47.42.040(1), the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit A which is incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY MAINTENANCE RESPONSIBILITIES

1.1 The CITY, at the CITY's sole cost and expense, agrees to maintain and to provide all materials and labor associated with any modification, replacement, relocation, repairs, or any other incidental maintenance costs for the Sign once the STATE has constructed the Sign within the Roundabout on state-owned limited access right of way, as shown on Exhibit A.

1.2 The CITY, at its sole cost and expense, shall maintain the appearance of the Sign, including but not limited to pruning of visually obstructive vegetation, the repair of third party damages to the Sign, and removal of graffiti or other unauthorized markings. The CITY agrees to immediately remove any offensive language or graphics.

1.3 Modification, Replacement or Relocation of the Sign.

1.3.1 If the CITY, in its sole discretion, determines that it is necessary to replace or modify the Sign, any replacement, relocation, or modification shall require the STATE's prior written approval.

1.3.2 The CITY agrees to relocate and/or remove the Sign within thirty (30) calendar

days after receipt of the STATE's written notice to perform the identified work in the event a state highway project requires Sign removal or relocation. If the CITY does not relocate or remove the Sign, the Sign shall be removed by the STATE, and the CITY agrees to pay the STATE the actual direct and related indirect costs in accordance with Section 5.

1.4 Traffic Control.

1.4.1 The CITY shall not perform any work authorized under this Agreement in such a manner as to conflict with, impede or disrupt in any way state highway construction, operation or maintenance, or interfere with or endanger the safety of the traveling public.

1.4.2 The CITY agrees that all traffic control for any Sign work within the SR 9, state-owned limited access right of way shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and/or the STATE's Work Zone Traffic Control Guideline, M54-44.

1.4.3 Prior to the start of any work for the maintenance, modification, repair, relocation, and/or replacement of the Sign, the CITY shall submit traffic control plans to the NW Region Construction Traffic Control Operations Manager, P.O. Box 330310 Seattle, WA. 98133 for review and prior approval.

1.4.4 The CITY shall provide written notice to the STATE Representative, listed in Section 4, five (5) working days (Monday through Friday, excluding holidays) prior to any scheduled maintenance work to be performed within the SR 9, state-owned limited access right of way.

2. FAILURE TO MAINTAIN

2.1 Should the CITY fail to perform its Sign responsibilities as provided herein and should such failure or deficient Sign work adversely affect the safety of the traveling public or the STATE's ability to perform its highway operations and maintenance obligations, the STATE will provide written notice to the CITY to perform the identified work. The CITY agrees to perform the work within thirty (30) calendar days after receipt of the STATE's written notice.

2.2 If a deficiency cannot, with due diligence, be corrected within a period of thirty (30) calendar days from receipt of the STATE's written notice, the CITY may make a written request of the STATE for an extension of time, and the STATE shall respond in writing specifying the number of calendar days extended, if any. The STATE shall not, without good cause, deny such request.

2.3 If the CITY cannot correct the noted deficiencies within thirty (30) calendar days, as provided herein, the CITY agrees that the STATE may elect to perform the needed work after the expiration of the thirty (30) calendar day notice or the extension period, whichever comes later at the CITY's sole cost.

2.4 Should the STATE perform the work that is the CITY's obligation under this Agreement, the STATE may use STATE forces or a contractor, and the CITY agrees to make payment in accordance with Section 5.

3. EMERGENCY MAINTENANCE

3.1 If the CITY's Representative, or such official's functional successor, is contacted and CITY forces are not available to perform emergency Sign work, the STATE reserves the right, at the CITY's sole cost and expense, to perform the necessary emergency Sign work to the extent necessary to allow for normal operation of SR 9 and provide for the safety of the traveling public. Should the STATE perform the emergency Sign work with STATE forces, or a contractor, the CITY agrees to make payment in accordance with Section 5.

4.0 AGENCY REPRESENTATIVES

STATE:	CITY:
Gary Ward Area 2 Maintenance Superintendent Mt. Vernon 360-848-7230 WardGL@wsdot.wa.gov	Jim Ballew Parks and Recreation Director City of Marysville, Parks and Recreation 360-363-8400 jballew@marysville.wa.gov

5. PAYMENT

5.1 The CITY agrees to and shall make payment to the STATE for the actual direct and related indirect costs of any work covered under Section 2.4, 3.1 and 7.2 of this Agreement. The STATE shall provide the CITY with a detailed invoice for the STATE's Sign work performed, and the CITY agrees to make payment within thirty (30) calendar days after the date of a detailed STATE invoice.

5.2 If the CITY objects to all or any portion of an invoice, it shall notify the STATE in writing within twenty (20) calendar days from the date of invoice and shall pay that portion of the invoice not in dispute. The STATE and the CITY shall immediately make every effort to settle the disputed portion, and if necessary, utilize the dispute resolution process in Section 11.

5.3 The CITY agrees that if it does not make payment on undisputed portions of an invoice within ninety (90) calendar days after invoice date, the STATE may deduct and expend any monies to which the CITY is entitled to receive from the Motor Vehicle Fund as authorized by RCW 47.24.050.

6. RIGHT OF ENTRY

6.1 The STATE hereby grants to the CITY and its authorized agents, contractors, subcontractors, and employees a right of entry upon all land over which the STATE has ownership, for the purpose of modifying, maintaining, relocating, repairing, and/or replacing the

Sign.

7. TERMINATION

7.1 Either Party may terminate this Agreement with thirty (30) calendar days prior written notice to the other Party, indicating the reason for the termination. Upon such notice, the CITY shall remove the Sign within ten (10) calendar days and will thereafter have no further responsibility regarding the state-owned limited access right of way.

7.2 If the CITY is unable to remove the Sign, the STATE may remove the Sign at the CITY's sole cost and expense, and the CITY agrees to make payment in accordance with Section 5.

7.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the STATE and the CITY prior to termination.

8. MODIFICATIONS AND WAIVERS

8.1 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by the Party of that or any other provision.

9. ASSIGNMENT

9.1 Neither the STATE nor the CITY shall transfer or assign any right or obligation under this Agreement without the prior written consent of the other Party.

10. SEVERABILITY

10.1 Should any part, term, or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

11. DISPUTE RESOLUTION

11.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows:

The CITY and the STATE shall each appoint a member to a Disputes Board; these two members shall select a third member not affiliated with either Party. The three-members to the Disputes Board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third Disputes Board member; however, each Party shall be responsible for its own costs and fees.

12. LEGAL RELATIONS

12.1 The CITY shall protect, defend, indemnify, and save harmless the STATE and its employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from the actual placement and location of the Sign on SR 9 state-owned limited access right of way in the Roundabout, as well as arising from the CITY's repair, modification, relocation, replacement and/or maintenance work performed pursuant to the provisions of this Agreement to the extent caused by the negligent acts, errors, or omissions of the CITY, its employees, authorized agents, and/or contractors. The CITY shall not be required to indemnify, defend, or hold harmless the STATE, its employees, authorized agents, or contractors if the claim, suit, or action for injuries, death, or damages (both to persons and /or property) is caused by the negligence of the STATE, its employees, authorized agents, or contractors; provided that, if such claims, suits or actions result from the concurrent negligence of (a) the STATE, its employees, authorized agents, or contractors and (b) the CITY, its employees, authorized agents, or contractors or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.

12.2 The STATE shall protect, defend, indemnify, and hold harmless the CITY, its employees, authorized agents, and contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from any work performed or caused to be performed by the STATE under this Agreement. The STATE will not be required to indemnify, defend, or hold harmless the CITY to the extent that the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the CITY, its employees, authorized agents, or contractors; provided that, if such claims, suits or actions result from the concurrent negligence of (a) the STATE, its employees, authorized agents, or contractors and (b) the CITY, its employees, authorized agents, or contractors or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.

12.3 The CITY agrees that its obligations under this Section 12 extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees. For this purpose, the CITY, by mutual negotiation with the STATE, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance Provisions of Title 51, RCW.

12.4 This indemnification and waiver shall survive the termination of this Agreement.

12.5 In the event that either the CITY or the STATE deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court


situated in Thurston County, Washington. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

IN WITNESS, WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

CITY OF MARYSVILLE

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By: _____
Mr. Jon Nehring, Mayor

By: 
Dave McCormick, P.E.
Maintenance & Operations Asst. Regional
Administrator NWR

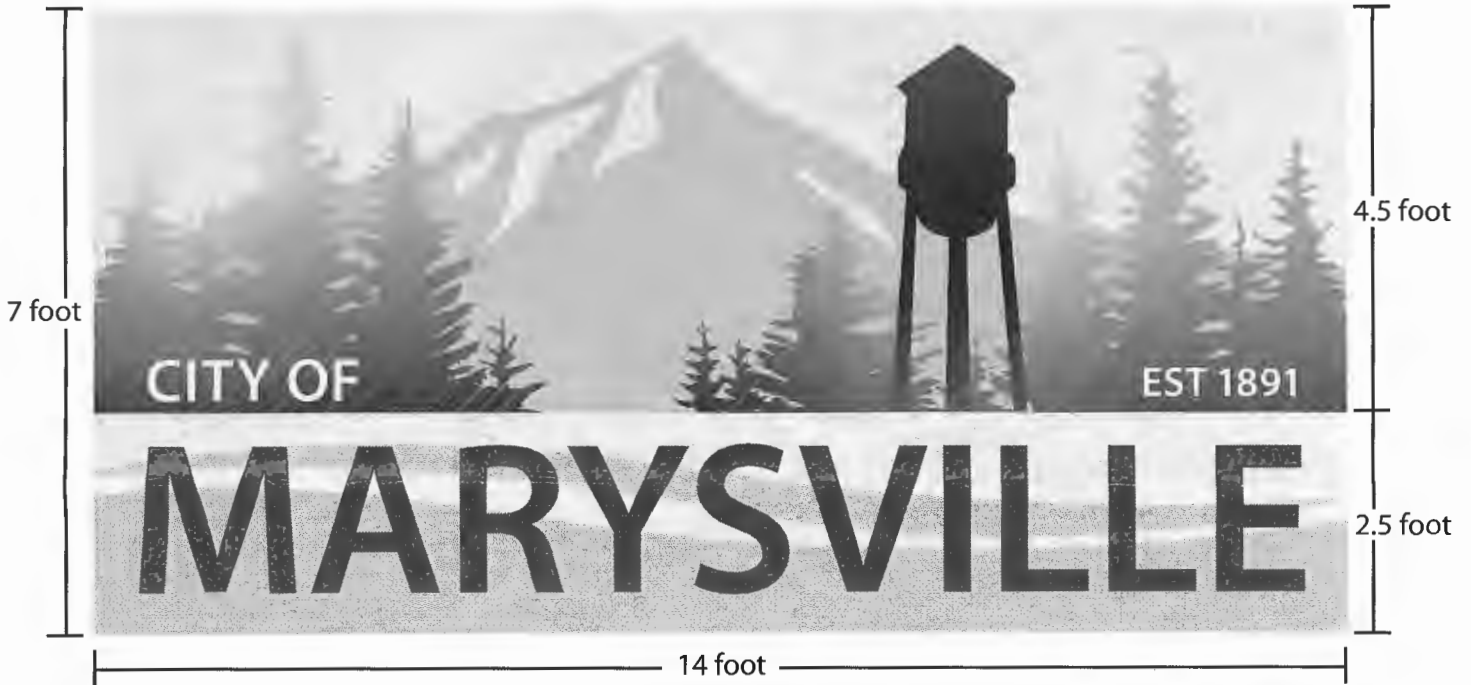
Date: _____

Date: 5-7-15

APPROVED AS TO FORM

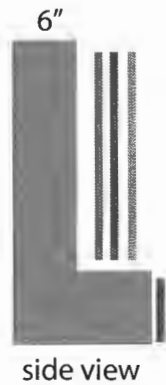
By: 
Ann E. Salay, Senior Assistant Attorney General

Date: 5-4-15

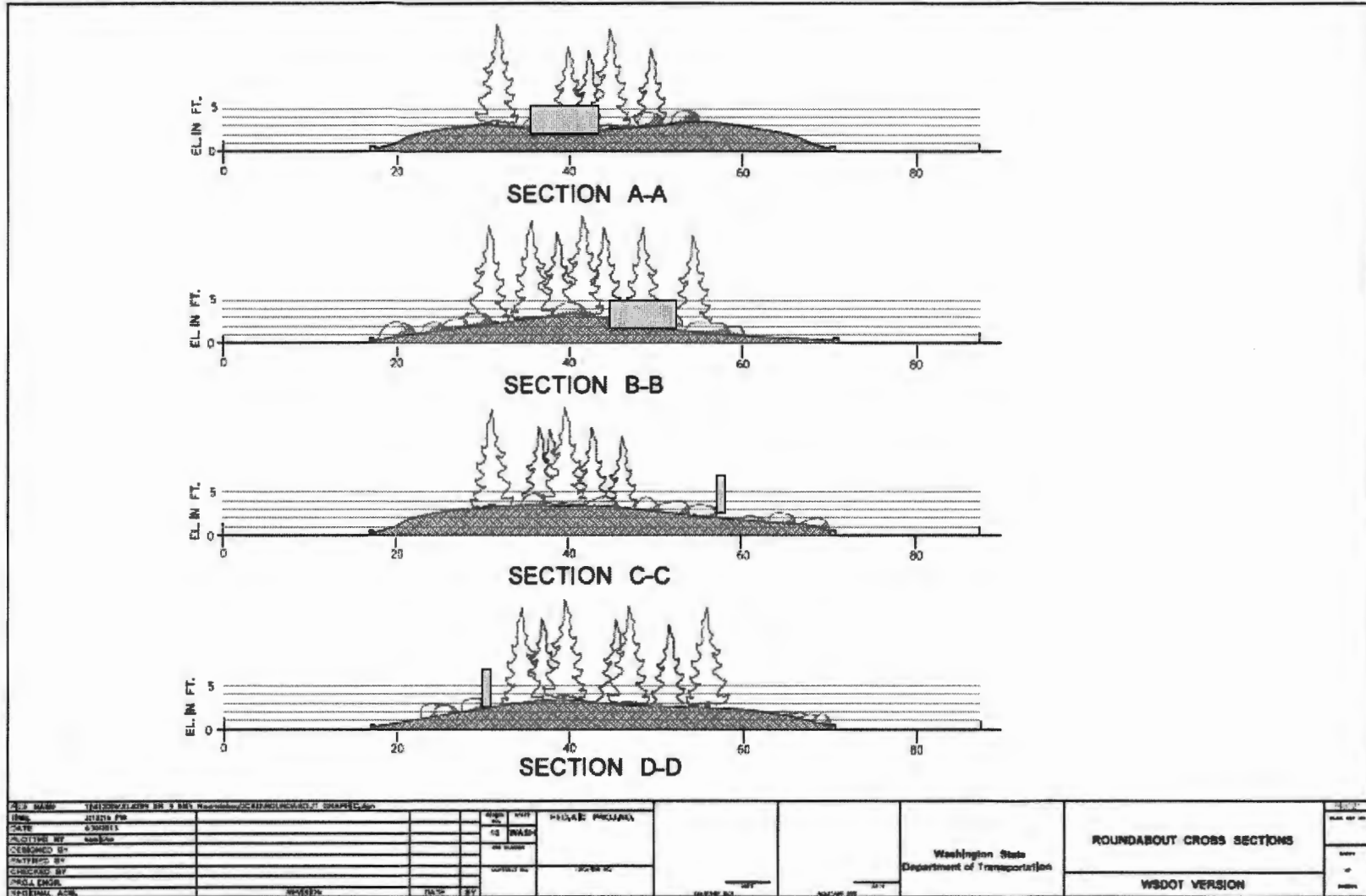


Concrete Slab - flat or curved (*designed at 14x7 feet*):

I envision this as an L shaped piece of concrete. The mountain and river would be cut/sculpted out of the concrete. A variety of metals could be used for tree lines, water tower and text. A copper product on the trees would eventually develop a greenish patina.



GMB 1062
 SR 9/84TH (Getchell Roundabout Gateway Sign
 CITY OF MARYSVILLE
 EXHIBIT "A"
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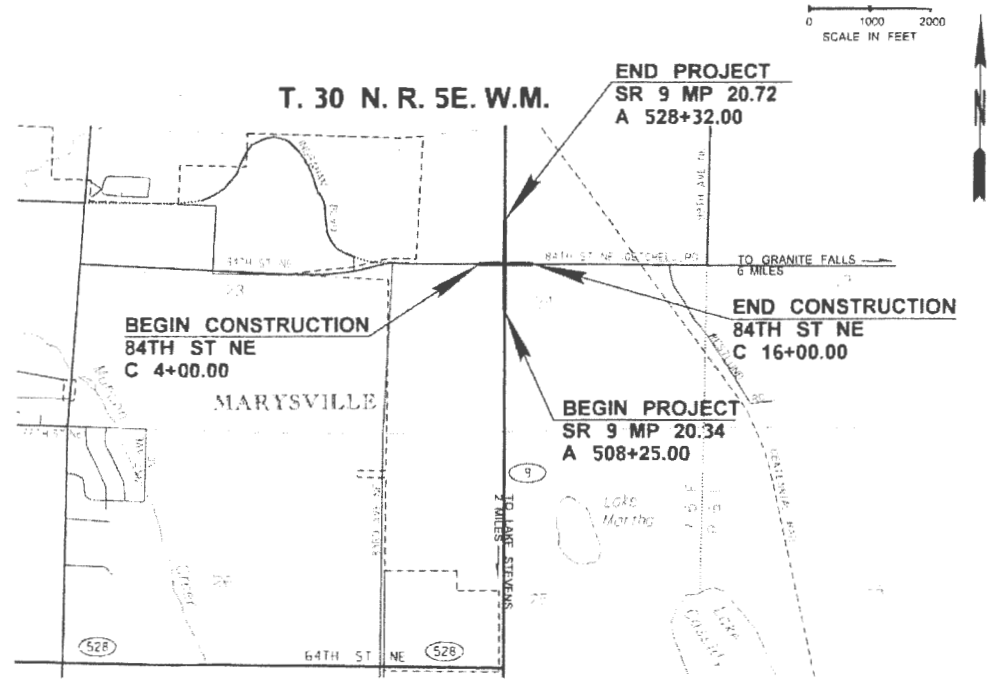


GMB 1062
 SR 9/84TH (Getchell Roundabout Gateway Sign)
 CITY OF MARYSVILLE
 EXHIBIT "A"
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INDEX SR 9, 84TH ST NE

SHEET NO.	PLAN REF. NO.	TITLE	REV. NO.	DATE
1	IV1	INDEX / VICINITY MAP	4	07/23/14
2	RS1	ROADWAY SECTIONS	0	06/12/14
3	RS2	ROADWAY SECTIONS	0	06/12/14
4	RS3	ROADWAY SECTIONS	0	06/12/14
5	RS4	ROADWAY SECTIONS	0	06/12/14
6	RS5	ROADWAY SECTIONS	0	06/12/14
7	RS6	ROADWAY SECTIONS	0	06/12/14
8	RS7	ROADWAY SECTIONS	0	06/12/14
9	RS8	ROADWAY SECTIONS	0	06/12/14
10	ARW1	ALIGNMENT / RIGHT OF WAY PLAN	1	06/12/14
11	SP1	SITE PREPARATION PLAN	0	06/04/14
12	SP2	SITE PREPARATION PLAN	0	06/04/14
13	SP3	SITE PREPARATION PLAN	0	06/04/14
14	EU1	EXISTING UTILITY PLAN	0	06/12/14
15	RP1	ROADWAY PROFILES	0	06/12/14
16	RP2	ROADWAY PROFILES	0	06/12/14
17	EC1	TESC PLAN	0	05/23/14
18	EC2	TESC PLAN	0	05/23/14
19	EC3	TESC PLAN	0	05/23/14
20	EC4	TESC DETAILS	1	06/18/14
21	DR1	DRAINAGE PLAN	1	06/18/14
22	DR2	DRAINAGE PLAN	0	06/12/14
23	DP1	DRAINAGE PROFILES	1	06/18/14
24	DD1	DRAINAGE DETAILS	1	06/18/14
25	PP1	POND SE PLAN AND SECTIONS	1	06/18/14
26	PP2	POND NW PLAN AND SECTIONS	2	06/30/14
27	PD1	POND DETAILS	0	06/12/14
28	UT1	UTILITY PLAN	0	06/30/14
29	PVM1	PAVING / MARKING LEGEND	0	06/12/14
30	PV1	PAVING PLAN	0	06/12/14
31	PV2	PAVING PLAN	0	06/12/14
32	PV3	PAVING PLAN	0	06/12/14
33	PVD1	PAVING DETAILS	0	06/12/14
34	PVD2	MODIFIED ROUNDABOUT CURB & GUTTER	0	06/12/14
35	PVD3	PAVING DETAILS	0	06/12/14
36	PVD4	PAVING DETAILS	0	06/12/14
37	PVD5	CURB ALIGNMENT DETAILS	0	06/12/14
38	PVD6	CURB ALIGNMENT PROFILES	0	06/12/14
39	PVD7	CURB ALIGNMENT PROFILES	0	06/12/14
40	PM1	PAVEMENT MARKING PLAN	0	06/12/14
41	PM2	PAVEMENT MARKING PLAN	0	06/12/14
42	PM3	PAVEMENT MARKING PLAN	0	06/12/14
43	WA1	WALL PLAN, PROFILE AND DETAILS	0	06/30/14
44	WA2	WALL PLAN, PROFILE AND DETAILS	0	06/30/14
45	IL1	ILLUMINATION PLAN	2	07/23/14
46	IL2	ILLUMINATION DETAILS	2	07/23/14
47	IL3	ILLUMINATION DETAILS	1	07/14/14
48	TS1	ITS PLAN	2	07/23/14
49	TS2	ITS DETAILS	2	07/23/14
50	TS3	ITS DETAILS	1	07/14/14
51	TS4	ITS DETAILS	1	07/14/14
52	TS5	ITS DETAILS	1	07/14/14
53	TS6	ITS DETAILS	1	07/14/14
54	TS7	ITS DETAILS	1	07/14/14
55	TS8	ITS DETAILS	0	07/14/14
56	TS9	ITS DETAILS	0	07/14/14
57	TS10	ITS DETAILS	0	07/14/14

SHEET NO.	PLAN REF. NO.	TITLE	REV. NO.	DATE
58	SS1	SIGN SPECIFICATIONS	0	06/12/14
59	SS2	SIGN SPECIFICATIONS	0	06/12/14
60	SS3	SIGN SPECIFICATIONS	0	06/12/14
61	SN1	SIGNING PLAN	0	06/12/14
62	SN2	SIGNING PLAN	0	06/12/14
63	SND1	SIGNING DETAILS	0	06/12/14
64	SN3	CONSTRUCTION SIGNS CLASS A	0	05/23/14
65	SN4	CONSTRUCTION SIGNS CLASS A	0	05/23/14
66	R1	ROADSIDE RESTORATION PLAN	0	08/14/14
67	R2	LANDSCAPE SCHEDULE & SPECIFICATIONS	0	08/14/14
68	R3	DETAILS	0	08/14/14



RODARTE CONSTRUCTION INC.
 DATE: 8/15/14
 DQAM: [Signature]
RELEASED FOR CONSTRUCTION

FILE NAME: P:\V\RDTC0000000\4000ADITTS\Sheets\LocationB\ContractPlans\Genera\IV\XL4289_PS_IV_B.dgn	REGION NO: 10 WASH	FED.AID PROJ.NO.	Washington State Department of Transportation	SR 9 (LOCATION B) 84TH ST NE (GETCHELL ROAD) SAFETY IMPROVEMENTS	Plot 1 PLAN REF NO IV1
TIME: 4:37:32 PM	DATE: 8/14/2014	DESIGNED BY: M. ROHLA	RESTORATION PLANS RFC	08/14/14	
PLOTTED BY: mdho	ENTERED BY: L. ANDERSEN	CHECKED BY: M. FELIBERTI	NDC 8, ITS/ILLUM. CHANGES	07/23/14	
PROJ. ENGR: A. SHUPIEN	REGIONAL ADM: L. ENG		NDC 5, POND NW REVISION	07/14/14	
			NDC 3, DESIGN UPDATES	06/30/14	
			RELEASED FOR CONSTRUCTION	06/18/14	
			REVISION	06/12/14	

LANDSCAPE SCHEDULE

COMMON NAME	BOTANICAL NAME	COMMENTS	COND.	SIZE	SPACING	QUANTITY
TREES						
HEDGE MAPLE	ACER CAMPESTRE	See Note 2, 3	#15 CONT/B&B	2" CAL MIN.	PER PLAN	32
EXCELSA CEDAR	THUJA PLICATA 'EXCELSA'	See Note 3	#15 CONT/B&B	5-8' HT	12' O.C. MIN	32
SHRUBS						
WESTERN SERVICEBERRY	AMELANCHIER ALNIFOLIA	See Note 1	#1 CONT	18" HT. MIN.	4' O.C.	161
MOCK ORANGE	PHILADELPHUS LEWISII	See Note 1	#1 CONT	18" HT. MIN.	4' O.C.	163
RED FLOWERING CURRANT	RIBES SANGUINEUM	See Note 1	#1 CONT	18" HT. MIN.	4' O.C.	163
SNOWBERRY	SYMPHORICARPOS ALBUS	See Note 1	#1 CONT	18" HT. MIN.	4' O.C.	254
TALL OREGON GRAPE	MAHONIA AQUIFOLIUM	See Note 1	#1 CONT	18" HT. MIN.	4' O.C.	254
VINE MAPLE	ACER CIRCINATUM	See Note 1	#1 CONT	18" HT. MIN.	4' O.C.	161
SALAL	GAULTHERIA SHALLON	See Note 4	#1 CONT	6" HT. MIN.	2' O.C.	3459

PLANTING NOTES:
 1. INSTALL IN CLUSTERS OF 3-5 OF SAME SPECIES AND EQUALLY DISTRIBUTE ACROSS THE PLANTING ZONE
 2. TREE SHALL BE STREET TREE GRADE PER STANDARD SPECIFICATIONS 9-14.6(2)
 3. STAKE TREE ROOT BALL PER STANDARD PLAN H-10.10-00 AND PROVIDE 2' RADIUS BARK MULCH RING WHEN PLANTED IN HYDROSEED AREA
 4. INSTALL GROUNDCOVER PER DETAIL SHEET R4

PLANT MATERIAL SETBACK CHART

THIS CHART SUPPLEMENTS SECTION 8.02.3(7) OF THE STANDARD SPECIFICATIONS. SETBACKS APPLY UNLESS OTHERWISE ADJUSTED BY ENGINEER DURING PLANT STAKING OR LAYOUT. DISTANCES BELOW ARE TO THE STEM OR TRUNK OF THE PLANT BEING INSTALLED.

	GUARDRAIL BARRIER	EDGE OF ROADWAY	WALL	FENCE	SIGNS	EXISTING TREE TRUNK	EXISTING VEGETATION MASS	OVERHEAD POWER
GROUNDCOVER *	5'	20'	1.5'	1.5'	1.5'	5'	5'	-
SMALL SHRUB **	5'	20'	3'	3'	6'	10'	10'	-
TALL SHRUB ***	5'	20'	5'	3'	6'	10'	10'	10'
DECIDUOUS TREE	10'	30'	20'	10'	15'	20'	10'	20'
EVERGREEN TREE	10'	30'	20'	10'	15'	20'	10'	30'
BIGLEAF MAPLE, RED ALDER	100'	100'	20'	20'	100'	20'	10'	100'
BLACK COTTONWOOD	100'	100'	20'	20'	100'	20'	10'	100'

* GROUNDCOVERS GROW NO TALLER THAN 1.5 FEET AT MATURITY. SEE PLANT MATERIAL LIST.
 ** SMALL SHRUBS GROW NO TALLER THAN 3 FEET AT MATURITY. SEE PLANT MATERIAL LIST.
 *** TALL SHRUBS GROW TALLER THAN 3 FEET AT MATURITY. SEE PLANT MATERIAL LIST.

RODARTE CONSTRUCTION INC.
 DATE: 8/15/14
 DRAWN: [Signature]
RELEASED FOR CONSTRUCTION

LANDSCAPE SPECIFICATIONS:

- TOPSOIL TYPE A SHALL BE A THREE-WAY MIX CONSISTING OF 50% LOAM SOIL AND 25% PEAT, AND 25% COMPOST BY VOLUME, SCREENED TO #20 AND THOROUGHLY MIXED TOGETHER, CONTAINING 12-15% ORGANIC MATERIAL. COMPACT TO 85% MAX. DRY DENSITY PRIOR TO PLANTING.
- BARK MULCH SHALL MEET STANDARD SPECIFICATION 9-14.4(3).
- SOIL AMENDMENT SHALL BE COMPOST MEETING STANDARD SPECIFICATION 9-14.4(8) FOR MEDIUM COMPOST.
- STREAMBED COBBLE SHALL MEET STANDARD SPECIFICATION 9-03.11(2) FOR 8" COBBLES.
- PLANT AND TREE FERTILIZER SHALL BE GRANULAR 23N-4P-12K WITH CONTROLLED RELEASED AND MICRO NUTRIENTS AND APPLIED PER MANUFACTURER'S WRITTEN RECOMMENDATIONS FOR TREES AND SHRUBS.
- WEED BARRIER SHALL MEET THE FOLLOWING REQUIREMENTS:
 - 5.0 OZ THICK POLYPROPYLENE
 - PERMEABILITY: MIN. 12 GAL/SF/MIN
 - UV EXPOSURE: 75% AFTER 2500 HRS
 - TENSILE STRENGTH: 100 x 60
- LONG TERM MULCH FOR HYDROSEED SHALL MEET STANDARD SPECIFICATIONS 9-14.4(2)A AND BE APPLIED AT A RATE OF 2,000 LBS/ACRE AS PART OF THE HYDROSEED MIXTURE.
- DAMP AREA SEED MIX OF THE FOLLOWING COMPOSITION, PROPORTION, AND QUALITY SHALL BE APPLIED AT A RATE OF 120 LBS/ACRE:

KIND AND VARIETY OF SEED IN MIXTURE	% BY WEIGHT	% PURE SEED/LB	MIN % GERMINATION
MEADOW FOXTAIL (ALOPECURUS PRATENSIS)	50	40.00 (MIN)	80
RED FESCUE (FESTUCA RUBRA)	30	29.40 (MIN)	80
WHITE DUTCH CLOVER (TRIFOLIUM REPENS PRE-INOCULATED)	20	19.20 (MIN)	85
WEED SEED		2.00 (MAX)	
INERT AND OTHER CROP		9.40 (MAX)	
TOTAL	100.00%	100.00%	

- LAWN AREA SEED MIX OF THE FOLLOWING COMPOSITION, PROPORTION, AND QUALITY SHALL BE APPLIED AT A RATE OF 120 LBS/ACRE:

KIND AND VARIETY OF SEED IN MIXTURE	% BY WEIGHT	% PURE SEED/LB	MIN % GERMINATION
TURF-TYPE PERENNIAL RYE (LOLIUM PERENE)	60	58.80 (MIN)	90
ANY COMBINATION OF 3 OF THE FOLLOWING CULTIVARS AFFINITY, DERBY, MANHATTAN II, PALMER, PRELUDE, SATURN, OR APPROVED EQUAL			
RED FESCUE (FESTUCA RUBRA)	40	39.20 (MIN)	80
ANY COMBINATION OF 3 OF THE FOLLOWING CULTIVARS CINDY, FLYER, JASPER, LOVISA, MARCROWN, SALEM, OR APPROVED EQUAL			
WEED SEED		0.50 (MAX)	
INERT AND OTHER CROP		1.50 (MAX)	
TOTAL	100.00%	100.00%	

- MOW AND MAINTAIN LAWN SEED MIX AREAS PER STANDARD SPECIFICATION 8-02.3 (15) C.

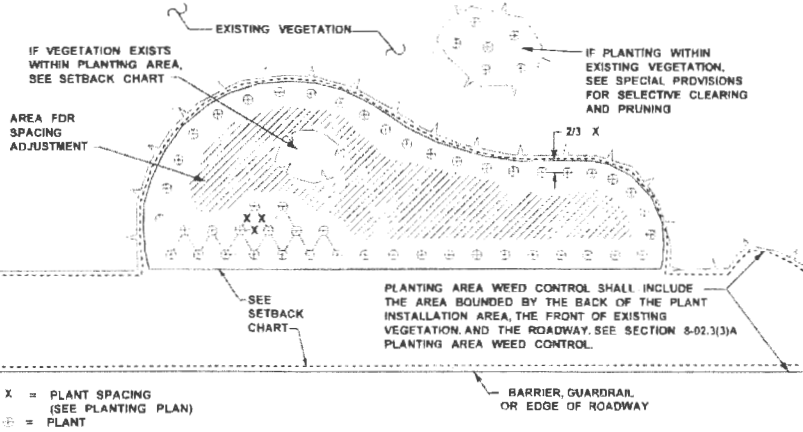


FILE NAME: P:\NRDTC000000040400CAD\TT\Sheets\Location\BIC\Contract\Plans\Restoration\XL4289_PS_R_B.dgn	REGION: 10 WASH	STATE: WA	FED.AID PROJ.NO:	Washington State Department of Transportation	SR 9	Plot 3
TIME: 4:32:07 PM	JOB NUMBER: XL4289	CONTRACT NO:	008560	DAVID EVANS AND ASSOCIATES INC.	84TH ST NE (GETCHELL ROAD)	PLAN REF. NO: R2
DATE: 8/14/2014	CONTRACT MET:	LOCATION NO:		RODARTE	SAFETY IMPROVEMENTS	DATE: 8/14/14
PLOTTED BY: mdho					LANDSCAPE SCHEDULE & SPECIFICATIONS	DATE: 8/14/14
DESIGNED BY: J. GAGE						DATE: 8/14/14
ENTERED BY: L. ANDERSEN						DATE: 8/14/14
CHECKED BY: M. FELIBERTI						DATE: 8/14/14

GMB 1062
 SR 9/84TH (Getchell Roundabout Gateway Sign)
 CITY OF MARYSVILLE
 EXHIBIT "A"

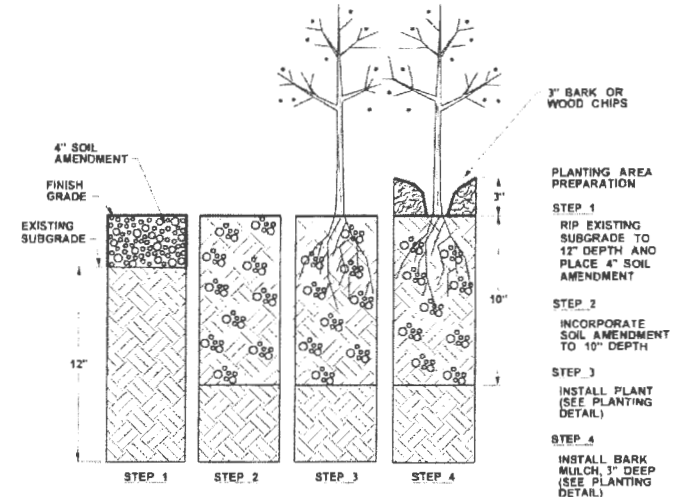
GENERAL NOTE:

1. INSTALL TREES AND SHRUBS PER WSDOT STANDARD PLAN H-10.16-00.



PLANTING AREA LAYOUT, SETBACK, AND WEED CONTROL

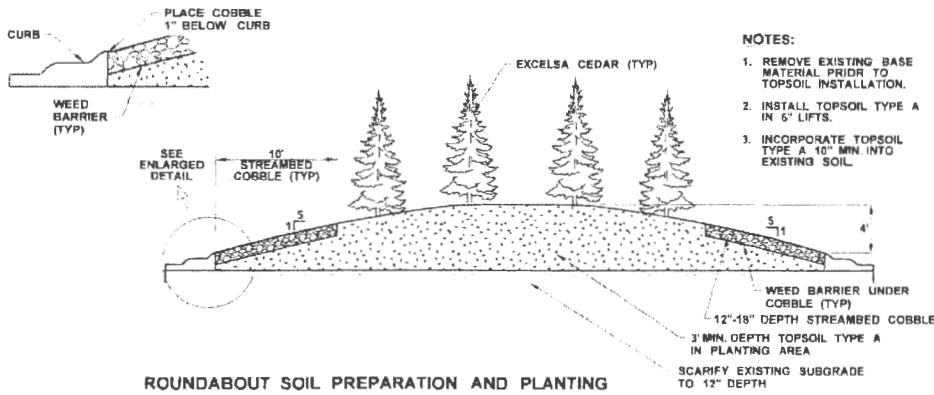
NOT TO SCALE



PLANTING AREA SOIL PREPARATION - SEQUENCE OF WORK

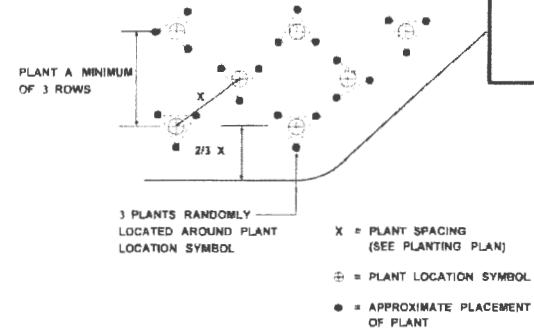
SECTION VIEW

NOT TO SCALE



ROUNDABOUT SOIL PREPARATION AND PLANTING

NOT TO SCALE



SMALL OR SLOW GROWING PLANT LAYOUT

NOT TO SCALE

NOTE: THIS DETAIL APPLIES WHEN SMALL OR SLOW GROWING SHRUBS ARE INTERPLANTED WITH LARGER SPECIES.

RODARTE CONSTRUCTION INC.
DATE: 8/15/14
DQAM: *[Signature]*
RELEASED FOR CONSTRUCTION



STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT
[Signature]
JONATHAN C. GAGE
CERTIFICATE NO. 952

FILE NAME	P:\WRDTC0000004\0400CAD\IT\Sheets\LocationB\ContractPlans\Restoration\XL4289_PS_R_B.dgn	REV	DATE	FED.AID PROJ.NO.	Washington State Department of Transportation	SR 9 84TH ST NE (GETCHELL ROAD) SAFETY IMPROVEMENTS	Plot 4 PLAN REF NO R3
TIME	4:31:46 PM	NO	10	WASH	RODARTE	DAVID EVANS ASSOCIATES INC.	SHEET
DATE	8/14/2014	CONTRACT NO.	XL4289				11
PLOTTED BY	mdho						DETAILS
DESIGNED BY	J. GAGE						
ENTERED BY	L. ANDERSEN						
CHECKED BY	M. FELIBERTI						

GMB 1062
SR 9/84TH (Getchell Roundabout Gateway Sign
CITY OF MARYSVILLE
EXHIBIT "A"