

**Marysville City Council Work Session**

**June 1, 2020**

**7:00 p.m.**

**Teleconference**

**PUBLIC NOTICE:**

**Pursuant to Governor Inslee’s Proclamation 20-28, in an effort to curtail the spread of the COVID-19 virus, City Council Meetings and Work Sessions will take place by teleconference. Councilmembers and members of the public will not attend in person.**

**To listen to the Work Session:**

Join Zoom Meeting

<https://zoom.us/j/92977133971>

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Agenda**

**Committee Reports**

**Presentations**

**Discussion Items**

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

**Consent**

1. Approval of the May 13, 2020 Claims in the Amount of \$597,747.60 Paid by EFT Transactions and Check Numbers 140957 through 141077 with No Check Numbers Voided
2. Approval of the May 20, 2020 Claims in the Amount of \$4,168,493.99 Paid by EFT Transactions and Check Numbers 141078 through 141295 with Check Number 140318 Voided
3. Approval of the May 22, 2020 Payroll in the Amount of \$1,356,838.13 Paid by EFT Transactions and Check Numbers 33087 through 33104

***Work Sessions are for City Council study and orientation – Public Input will be received at the June 8, 2020 City Council meeting.***

**Marysville City Council Work Session****June 1, 2020****7:00 p.m.****Teleconference**

4. Approval of the May 27, 2020 Claims in the Amount of \$500,066.10 Paid by EFT Transactions and Check Numbers 141296 through 141394 with Check Numbers 138891, 140518, and 140648 Voided

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

5. Consider an **Ordinance** to Affirm the Citizen Advisory Committee's Recommendation and Adopt the 2020-2024 Consolidated Plan (**Public Hearing to be held June 8, 2020**)

**New Business**

6. Consider the No-Cost Supplemental Agreement No. 6 with KPG, Inc. for Highway Safety Improvement Program Projects, Extending the Agreement End Date to December 31, 2020

7. Consider Amendment No. 1 to the Everett and JOA Participants Water Supply Contract

8. Consider the Communications Site Sublease/License with the US Coast Guard

9. Consider the Citizen Advisory Committee's Revised Funding Recommendations for Program Years 2020 and 2021, and Direct Staff to Notify Each Subrecipient of the Approved Funding Recommendations

10. Consider an **Ordinance** Amending MMC Chapters 22A.020 Definitions and 22E.020 Floodplain Management

11. Consider an **Ordinance** Approving the Extension of the Frontier Cable Franchise Agreement

**Legal****Mayor's Business**

12. Consider the Reappointment of Eric Berg and Brad Thompson to the Salary Commission

**Staff Business****Call on Councilmembers****Adjournment/Recess****Executive Session**

*Work Sessions are for City Council study and orientation – Public Input will be received at the June 8, 2020 City Council meeting.*

June 1, 2020

**Marysville City Council Work Session**  
7:00 p.m.

**Teleconference**

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

**Reconvene**

**Adjournment**

**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 business days prior to the meeting date if any special accommodations are needed for this meeting.

# *Index #1*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 8, 2020**

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, 2020 claims in the amount of \$597,747.60 paid by EFT transactions and Check No.'s 140957 through 141077 with no Check No.'s 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 **\$597,747.60 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 140957 THROUGH 141077 WITH NO CHECK NO.'S VOIDED** 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 **8<sup>th</sup> DAY OF JUNE 2020.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/7/2020 TO 5/13/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
140985	DK SYSTEMS, INC.	HVAC MAINTENANCE Q1 2020	CITY HALL	998.46
	DK SYSTEMS, INC.		PARK & RECREATION FAC	1,025.23
	DK SYSTEMS, INC.		UTIL ADMIN	1,152.00
	DK SYSTEMS, INC.		WASTE WATER TREATMENT	1,365.16
	DK SYSTEMS, INC.		PUBLIC SAFETY BLDG	1,505.61
140986	DUNFORD, TARA	CAFR REVIEW	FINANCE-GENL	3,080.00
140987	DUNLAP INDUSTRIAL	SAW BLADES	FACILITY MAINTENANCE	202.97
140988	E&E LUMBER	PAINT, HARDWARE AND PEST SPRAY	WASTE WATER TREATMENT	23.11
	E&E LUMBER	CONCRETE	WASTE WATER TREATMENT	43.94
	E&E LUMBER	PLYWOOD	OPERA HOUSE	52.41
	E&E LUMBER	SHEARS, HAMMER AND TOOL BOX	WASTE WATER TREATMENT	79.96
	E&E LUMBER	LUMBER AND BRACKETS	CITY HALL	98.57
	E&E LUMBER	HOSES AND NOZZLES	PARK & RECREATION FAC	126.76
140989	ELLEN, BRITTNEY	UB REFUND	WATER/SEWER OPERATION	26.87
140990	EMPLOYMENT SECURITY	Q1 2020	EMPLOYEE BENEFIT	486.60
140991	ENVIRONMENTAL RES	DISSOLVED OXYGEN	WASTE WATER TREATMENT	106.52
140992	EVERETT, CITY OF	ANIMAL SHELTER FEES-MARCH 2020	COMMUNITY SERVICES UNIT	1,435.00
140993	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	52,000.00
140994	FONDSE, MARGIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
140995	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	57.31
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	58.71
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	58.86
140996	FRONTIER COMMUNICATI	PHONE CHARGES	CITY CLERK	9.54
	FRONTIER COMMUNICATI		CRIME PREVENTION	9.54
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	9.54
	FRONTIER COMMUNICATI		COMMUNITY CENTER	9.54
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER	9.54
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	9.54
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL	9.54
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	19.09
	FRONTIER COMMUNICATI		LEGAL-GENL	28.63
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	28.63
	FRONTIER COMMUNICATI		STORM DRAINAGE	28.63
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	38.17
	FRONTIER COMMUNICATI		RECREATION SERVICES	38.18
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATION	38.18
	FRONTIER COMMUNICATI		GENERAL	38.18
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	47.72
	FRONTIER COMMUNICATI		YOUTH SERVICES	47.72
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	47.72
	FRONTIER COMMUNICATI		FINANCE-GENL	57.26
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	57.26
	FRONTIER COMMUNICATI		UTILITY BILLING	66.81
	FRONTIER COMMUNICATI		COMPUTER SERVICES	66.86
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	76.35
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	85.90
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT	85.90
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	95.44
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	114.53
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	114.53
	FRONTIER COMMUNICATI		ENGR-GENL	162.25
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	162.25
	FRONTIER COMMUNICATI		UTIL ADMIN	171.79
	FRONTIER COMMUNICATI		COMMUNITY	200.42
	FRONTIER COMMUNICATI		POLICE PATROL	477.21
140997	GALLS, LLC	NIK KITS	POLICE PATROL	33.09
	GALLS, LLC		POLICE PATROL	66.22
	GALLS, LLC	UNIFORM-NEGRON	POLICE PATROL	81.96



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140997	GALLS, LLC	UNIFORM-SAWYER	COMMUNITY SERVICES UNIT	81.96
	GALLS, LLC	UNIFORM-YOUNGSTROM	POLICE PATROL	93.12
	GALLS, LLC	VEST	POLICE PATROL	102.71
	GALLS, LLC	UNIFORM-YOUNGSTROM	POLICE PATROL	110.18
	GALLS, LLC	UNIFORM-SAWYER	COMMUNITY SERVICES UNIT	163.93
	GALLS, LLC	UNIFORM-YOUNGSTROM	POLICE PATROL	189.01
140998	GC SYSTEMS INC	SWITCHES AND REPAIR KITS	WATER DIST MAINS	895.76
140999	GEDDIS, CATHERINE	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141000	GEDDIS, STEVE		PARKS-RECREATION	30.00
141001	GLOBAL EQUIPMENT CO	REMOVABLE BOLLARDS	SIDEWALKS MAINTENANCE	2,891.74
141002	GOODWIN, EMIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
141003	GOVCONNECTION INC	IPADS AND CASES	IS REPLACEMENT ACCOUNTS	405.97
	GOVCONNECTION INC		TRANSPORTATION	3,438.62
141004	GRAHAM, SHAWN	UB REFUND	WATER/SEWER OPERATION	229.69
141005	GRAINGER	THERMOMETER	SEWER LIFT STATION	36.95
	GRAINGER	KNEELING PADS	WATER SERVICES	126.35
	GRAINGER	TOWELS, PADS, WIPES AND BRUSHES	ER&R	220.70
141006	GRANICUS	ONLINE TRAINING	CITY CLERK	1,350.00
141007	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL	10,399.71
141008	GUHLKE, THOMAS	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141009	HD FOWLER COMPANY	SAMPLING STATION	WATER DIST MAINS	1,024.94
	HD FOWLER COMPANY		WATER DIST MAINS	1,024.94
141010	HOME DEPOT USA	SCOURING PADS	CUSTODIAL SERVICES	49.94
	HOME DEPOT USA	LYSOL	ER&R	107.16
	HOME DEPOT USA	PURELL	MAINT OF GENL PLANT	173.66
141011	HOUSING AUTHORITY	AHA ASSESSMENT FY21	NON-DEPARTMENTAL	7,207.00
141012	J. THAYER COMPANY	SPRAY BOTTLE CREDIT	FACILITY MAINTENANCE	-40.00
	J. THAYER COMPANY		FACILITY MAINTENANCE	-16.33
	J. THAYER COMPANY		FACILITY MAINTENANCE	-15.67
	J. THAYER COMPANY	SPRAY BOTTLES	FACILITY MAINTENANCE	15.67
	J. THAYER COMPANY		FACILITY MAINTENANCE	16.33
	J. THAYER COMPANY		FACILITY MAINTENANCE	40.00
	J. THAYER COMPANY		FACILITY MAINTENANCE	60.01
141013	JOHNSON, DARLENE	UB REFUND	WATER/SEWER OPERATION	24.25
141014	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
141015	KRUMWIEDE, MARION	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141016	L N CURTIS & SONS	GAS MASKS	SWAT TEAM	901.62
141017	LAB/COR, INC.	LAB ANALYSIS	STORM DRAINAGE	240.00
141018	LARSON, LAURIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141019	LASTING IMPRESSIONS	UNIFORM-DUEMMELL	OFFICE OPERATIONS	296.72
141020	LES SCHWAB TIRE CTR	TIRES	ER&R	506.50
141021	LGI HOMES	UB REFUND	WATER/SEWER OPERATION	39.42
	LGI HOMES		WATER/SEWER OPERATION	200.00
141022	LOGMEIN USA INC	GO TO MEETING LONG DISTANCE CHRG	COMPUTER SERVICES	56.28
141023	LOWES HIW INC	HARDWARE	PUMPING PLANT	12.38
	LOWES HIW INC	TOTES AND CONTAINERS	METER READING	76.75
141024	MARTINEZ, PAOLA & JU	UB REFUND	WATER/SEWER OPERATION	210.66
141025	MARYSVILLE FIRE	INMATE MEDICAL TRANSPORT	DETENTION & CORRECTION	498.13
141026	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	54.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	57.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	138.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	162.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	168.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	351.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	408.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	474.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	507.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	600.00

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141026	MARYSVILLE SCHOOL	FACILITY RENTAL	RECREATION SERVICES	735.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	1,149.00
	MARYSVILLE SCHOOL		RECREATION SERVICES	1,369.50
	MARYSVILLE SCHOOL		RECREATION SERVICES	1,741.50
	MARYSVILLE SCHOOL		RECREATION SERVICES	1,831.50
141027	MARYSVILLE, CITY OF	UTILITY SERVICE	PARK & RECREATION FAC	24.05
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	30.55
	MARYSVILLE, CITY OF		CITY HALL	76.34
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	113.71
	MARYSVILLE, CITY OF		OPERA HOUSE	115.01
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	125.56
	MARYSVILLE, CITY OF		PUBLIC SAFETY BLDG	197.15
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	209.92
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	215.12
	MARYSVILLE, CITY OF		ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	280.34
	MARYSVILLE, CITY OF		GOLF ADMINISTRATION	283.36
	MARYSVILLE, CITY OF		EQUIPMENT RENTAL	394.34
	MARYSVILLE, CITY OF		OPERA HOUSE	651.23
	MARYSVILLE, CITY OF		COMMUNITY CENTER	666.76
	MARYSVILLE, CITY OF		COURT FACILITIES	684.92
	MARYSVILLE, CITY OF		CITY HALL	773.36
	MARYSVILLE, CITY OF		GOLF ADMINISTRATION	806.72
	MARYSVILLE, CITY OF		GOLF ADMINISTRATION	1,130.94
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,876.62
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT	2,949.22
141028	MOUNTAIN MIST	COOLER RENTAL AND WATER	SEWER MAIN COLLECTION	15.44
	MOUNTAIN MIST		WASTE WATER TREATMENT	15.45
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	15.45
141029	NANCE, JUSTINE	EVENT CANCELLATION REFUND	PARKS-RECREATION	60.00
141030	NEW REVIVAL CHURCH	UB REFUND	WATER/SEWER OPERATION	224.00
141031	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	8.23
	OFFICE DEPOT		ENGR-GENL	8.23
	OFFICE DEPOT		CUSTODIAL SERVICES	13.87
	OFFICE DEPOT		CUSTODIAL SERVICES	20.89
	OFFICE DEPOT		CUSTODIAL SERVICES	22.94
	OFFICE DEPOT		POLICE INVESTIGATION	73.46
	OFFICE DEPOT		POLICE PATROL	85.23
	OFFICE DEPOT		POLICE PATROL	109.69
	OFFICE DEPOT		POLICE PATROL	121.31
	OFFICE DEPOT		POLICE PATROL	127.85
	OFFICE DEPOT		POLICE PATROL	140.84
141032	PACIFIC SERVICES LLC	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONMN	-5.95
	PACIFIC SERVICES LLC		WATER/SEWER OPERATION	1,150.00
141033	PARTS STORE, THE	BELT CREDIT	EQUIPMENT RENTAL	-18.19
	PARTS STORE, THE	BELT	EQUIPMENT RENTAL	18.19
	PARTS STORE, THE	EXHAUST FLUID	SEWER MAIN COLLECTION	25.60
	PARTS STORE, THE		STORM DRAINAGE	25.60
	PARTS STORE, THE	SPARK PLUGS	EQUIPMENT RENTAL	40.53
	PARTS STORE, THE	SHOP TOWELS	EQUIPMENT RENTAL	56.27
	PARTS STORE, THE	FACE MASKS AND DEGREASER	ER&R	78.56
	PARTS STORE, THE	BELT AND IDLER PULLEY	EQUIPMENT RENTAL	98.25
	PARTS STORE, THE	FACE MASKS AND DEGREASER	FACILITY MAINTENANCE	204.94
	PARTS STORE, THE	IGNITION COIL	EQUIPMENT RENTAL	405.68
	PARTS STORE, THE	MISC FILTERS AND RADIATOR CAPS	ER&R	576.68
141034	PETEK, THOMAS C	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	600.00
141035	PETTY CASH- PW	REGISTRATION FEES	EQUIPMENT RENTAL	95.50

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141036	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	28.29
	PGC INTERBAY LLC		PRO-SHOP	103.38
	PGC INTERBAY LLC		PRO-SHOP	104.95
	PGC INTERBAY LLC	BUSINESS LICENSE FEES	PRO-SHOP	231.65
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	262.90
	PGC INTERBAY LLC		PRO-SHOP	432.77
	PGC INTERBAY LLC		MAINTENANCE	484.96
	PGC INTERBAY LLC		MAINTENANCE	693.40
	PGC INTERBAY LLC		MAINTENANCE	1,084.70
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	3,938.04
	PGC INTERBAY LLC		MAINTENANCE	7,116.67
141037	PIERCE, TERESA	EVENT CANCELLATION REFUND	PARKS-RECREATION	80.00
141038	PILCHUCK FUSCHSIA		PARKS-RECREATION	30.00
141039	PILON, CHUCK	UB REFUND	WATER/SEWER OPERATION	45.03
141040	POAT, LORETTA	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
141041	POLICE & SHERIFFS PR	ID CARD	GENERAL FUND	-1.63
	POLICE & SHERIFFS PR		COMMUNITY SERVICES UNIT	19.18
141042	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	710.05
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	5,173.27
141043	PUD	ACCT #205283641	STREET LIGHTING	9.08
	PUD	ACCT #205026476	STREET LIGHTING	11.01
	PUD	ACCT #205195373	PARK & RECREATION FAC	15.88
	PUD	ACCT #200998532	PARK & RECREATION FAC	16.44
	PUD	ACCT #204933311	PUMPING PLANT	16.44
	PUD	ACCT #202791166	PUMPING PLANT	16.70
	PUD	ACCT #204584361	STREET LIGHTING	17.16
	PUD	ACCT #205026476	STREET LIGHTING	17.21
	PUD	ACCT #201346665	SEWER LIFT STATION	18.14
	PUD	ACCT #201380995	PUMPING PLANT	22.30
	PUD	ACCT #204584361	STREET LIGHTING	22.74
	PUD	ACCT #221303498	STREET LIGHTING	24.37
	PUD	ACCT #202177861	PUMPING PLANT	28.90
	PUD	ACCT #221610405	STREET LIGHTING	33.38
	PUD	ACCT #204829691	STREET LIGHTING	35.37
	PUD	ACCT #202294245	SEWER LIFT STATION	44.39
	PUD	ACCT #220153100	TRANSPORTATION	45.15
	PUD	ACCT #203500020	STREET LIGHTING	45.53
	PUD	ACCT #202368536	TRANSPORTATION	46.67
	PUD	ACCT #202102190	TRANSPORTATION	48.00
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	48.00
	PUD	ACCT #201931193	PARK & RECREATION FAC	52.08
	PUD	ACCT #200061463	PARK & RECREATION FAC	52.26
	PUD	ACCT #202183679	TRANSPORTATION	52.74
	PUD	ACCT #200800704	STREET LIGHTING	56.66
	PUD	ACCT #200660439	STREET LIGHTING	58.16
	PUD	ACCT #203996343	STREET LIGHTING	58.44
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	58.92
	PUD	ACCT #220298624	STREET LIGHTING	61.19
	PUD	ACCT #200869303	TRANSPORTATION	65.28
	PUD	ACCT #220681340	STORM DRAINAGE	77.97
	PUD	ACCT #202220760	GOLF ADMINISTRATION	80.65
	PUD	ACCT #201046380	PARK & RECREATION FAC	84.15
	PUD	ACCT #201628880	WASTE WATER TREATMENT	89.65
	PUD	ACCT #202689105	WASTE WATER TREATMENT	106.19
	PUD	ACCT #201909637	SEWER LIFT STATION	112.19
	PUD	ACCT #202490637	SEWER LIFT STATION	117.30
	PUD	ACCT #202576112	STREET LIGHTING	128.50
	PUD	ACCT #202294336	STREET LIGHTING	135.32

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**FOR INVOICES FROM 5/7/2020 TO 5/13/2020**

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141043	PUD	ACCT #202572327	STREET LIGHTING	140.36
	PUD	ACCT #220731285	STREET LIGHTING	146.81
	PUD	ACCT #202030078	TRANSPORTATION	171.20
	PUD	ACCT #200812808	PUMPING PLANT	176.34
	PUD	ACCT #202368197	PUMPING PLANT	180.68
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #220020531	STREET LIGHTING	232.05
	PUD	ACCT #200084150	TRANSPORTATION	265.08
	PUD	ACCT #201587284	WASTE WATER TREATMENT	302.84
	PUD	ACCT #201675634	WASTE WATER TREATMENT	397.76
	PUD	ACCT #202461554	SEWER LIFT STATION	421.32
	PUD	ACCT #201639630	GOLF ADMINISTRATION	545.15
	PUD	ACCT #200164598	SOURCE OF SUPPLY	560.42
	PUD	ACCT #201098969	PUMPING PLANT	1,473.92
	PUD	ACCT #202604203	STREET LIGHTING	1,752.35
	PUD	ACCT #202576112	STREET LIGHTING	2,441.46
	PUD	ACCT #202604203	STREET LIGHTING	2,628.52
	PUD	ACCT #202882098	STREET LIGHTING	8,740.96
	PUD		STREET LIGHTING	13,671.76
141044	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	18.40
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	36.53
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	38.44
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	42.24
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	50.74
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	52.63
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	71.53
	PUGET SOUND ENERGY	ACCT #220009207434	OPERA HOUSE	175.52
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	190.43
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	214.67
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	379.76
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	490.73
141045	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	9.22
	PUGET SOUND SECURITY		POLICE PATROL	11.59
141046	QUIL CEDA CARVERS	EVENT CANCELLATION REFUND	PARKS-RECREATION	80.00
141047	RAUGHT, NICHOLE		PARKS-RECREATION	125.00
141048	RESCH, JAMES	UB REFUND	WATER/SEWER OPERATION	21.89
141049	ROSE, LINDA	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141050	ROY ROBINSON	AC PARTS	EQUIPMENT RENTAL	29.29
	ROY ROBINSON	HOSE ASSEMBLY	EQUIPMENT RENTAL	185.02
	ROY ROBINSON	FUEL PUMP REPLACEMENT #P153	EQUIPMENT RENTAL	1,505.48
	ROY ROBINSON	ENGINE REPLACEMENT #P154	EQUIPMENT RENTAL	10,914.80
141051	SARGENT ENGINEERS	PROFESSIONAL SERVICES	ROADWAY MAINTENANCE	1,148.00
141052	SAVOIE, CORKY	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141053	SCHULTZ, GERRY	UB REFUND	WATER/SEWER OPERATION	215.19
141054	SHRED-IT US	MONTHLY SHREDDING SERVICE	POLICE PATROL	4.56
	SHRED-IT US		CITY CLERK	5.52
	SHRED-IT US		UTILITY BILLING	5.52
	SHRED-IT US		LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
141055	SNO CO TREASURER	INMATE MEDICAL-MARCH 2020	DETENTION & CORRECTION	89.61
	SNO CO TREASURER	INMATE HOUSING	DETENTION & CORRECTION	38,247.39
141056	SNOHOMISH CO 911	DISPATCH SERVICES	COMMUNICATION CENTER	91,546.34
141057	SONS OF ITALY	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141058	SOUND SAFETY	SWEATSHIRT-LEWIS	FACILITY MAINTENANCE	63.75
	SOUND SAFETY	SHORTS-LEWIS	FACILITY MAINTENANCE	98.79
	SOUND SAFETY	JEANS-CALLAHAN	GENERAL	148.20
	SOUND SAFETY	BOOTS AND JEANS-LINDSEY	SOLID WASTE OPERATIONS	271.07
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	348.67

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/7/2020 TO 5/13/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141059	SPANGLER, CHRISTINA	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
141060	SPRINGBROOK NURSERY	DISPOSAL FEES	WATER DIST MAINS	245.00
	SPRINGBROOK NURSERY		WATER DIST MAINS	315.00
	SPRINGBROOK NURSERY		WATER DIST MAINS	350.00
141061	STACK, ROBERT	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141062	STEVICK, ERIC & DONN	UB REFUND	WATER/SEWER OPERATION	8.29
141063	SUEZ TREATMENT	LAMPS AND BALLASTS	WASTE WATER TREATMENT	11,584.00
141064	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	330.00
141065	SWICK-LAFAVE, JULIE	REIMBURSE SUPPLY EXPENSE	DETENTION & CORRECTION	10.89
141066	TRANSPORTATION SOLUT	PROFESSIONAL SERVICES	GMA - STREET	9,010.68
	TRANSPORTATION SOLUT		GMA - STREET	9,050.50
141067	TRANSPORTATION, DEPT	PROJECT COSTS	GMA-PARKS	41.16
141068	TRI-MED AMBULANCE	INMATE MEDICAL TRANSPORT	DETENTION & CORRECTION	504.10
141069	TRITECH FORENSICS	EVIDENCE SUPPLIES	GENERAL FUND	-11.35
	TRITECH FORENSICS		POLICE PATROL	133.35
141070	TRIVAN TRUCK BODY	INCIDENT VAN BUILD UP #J062	EQUIPMENT RENTAL	62,367.85
141071	TYLER TECHNOLOGIES	IMPLEMENTATION COSTS	COMPUTER SERVICES	428.75
141072	ULINE	SPRAY BOTTLES	FACILITY MAINTENANCE	95.32
	ULINE		FACILITY MAINTENANCE	120.58
141073	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	4.14
	UNITED PARCEL SERVIC		POLICE PATROL	6.79
	UNITED PARCEL SERVIC		POLICE PATROL	128.72
141074	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.21
	VERIZON	AMR LINES	METER READING	288.84
	VERIZON	WIRELESS MODEMS	OFFICE OPERATIONS	440.19
	VERIZON		POLICE PATROL	2,201.14
141075	WAXIE SANITARY SUPPL	WIPES	ER&R	47.18
	WAXIE SANITARY SUPPL		ER&R	47.18
	WAXIE SANITARY SUPPL		ER&R	196.12
	WAXIE SANITARY SUPPL		ER&R	330.29
141076	WEBCHECK	WEBCHECK SERVICES-APRIL 2020	UTILITY BILLING	1,221.97
141077	WESTERN TRUCK	VALVE	ER&R	74.30
	WESTERN TRUCK	REPAIR #J030	EQUIPMENT RENTAL	10,329.05
<b>WARRANT TOTAL:</b>				<b><u>597,747.60</u></b>

REASON FOR VOIDS:  
 INITIATOR ERROR  
 CHECK LOST/DAMAGED  
 UNCLAIMED PROPERTY

# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 8, 2020**

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><b>The Finance and Executive Departments recommend City Council approve the May 20, 2020 claims in the amount of \$4,168,493.99 paid by EFT transactions and Check No.'s 141078 through 141295 with Check No. 140318 voided.</b></p> <p>COUNCIL ACTION:</p>
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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 **\$4,168,493.99 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 141078 THROUGH 141295 WITH CHECK NO.140318 VOIDED** 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 **8<sup>th</sup> DAY OF JUNE 2020.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/14/2020 TO 5/20/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141078	LICENSING, DEPT OF	CPL BATCH 5/15/20	INTERGOVERNMENTAL	18.00
141079	PREMERA BLUE CROSS	PREMERA CLAIMS PAID 5/10-5/16	MEDICAL CLAIMS	35,375.99
141080	BENEFIT COORDINATORS	JUNE 2020 PREMIUMS	MEDICAL CLAIMS	127,050.41
141081	LYDIG CONSTRUCTION	PAY ESTIMATE #4	CAPITAL EXPENDITURES	2,300,990.16
141082	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	23.03
	ADVANTAGE BUILDING S		WATER FILTRATION PLANT	87.81
	ADVANTAGE BUILDING S	DISINFECTING SERVICES	COMMUNITY CENTER	100.00
	ADVANTAGE BUILDING S	JANITORIAL SERVICES	SUNNYSIDE FILTRATION	106.96
	ADVANTAGE BUILDING S	DISINFECTING SERVICES	MAINT OF GENL PLANT	200.00
	ADVANTAGE BUILDING S	JANITORIAL SERVICES	COMMUNITY CENTER	230.32
	ADVANTAGE BUILDING S		UTIL ADMIN	230.32
	ADVANTAGE BUILDING S	DISINFECTING SERVICES	WASTE WATER TREATMENT	280.00
	ADVANTAGE BUILDING S	JANITORIAL SERVICES	CITY HALL	345.48
	ADVANTAGE BUILDING S		COURT FACILITIES	345.48
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	368.07
	ADVANTAGE BUILDING S		SUNNYSIDE FILTRATION	407.79
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	460.61
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	497.50
	ADVANTAGE BUILDING S	DISINFECTING SERVICES	CITY HALL	720.00
	ADVANTAGE BUILDING S		COURT FACILITIES	720.00
	ADVANTAGE BUILDING S	JANITORIAL SERVICES	COMMUNITY CENTER	878.10
	ADVANTAGE BUILDING S		UTIL ADMIN	878.10
	ADVANTAGE BUILDING S	DISINFECTING SERVICES	UTIL ADMIN	960.00
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,020.00
	ADVANTAGE BUILDING S	JANITORIAL SERVICES	PARK & RECREATION FAC	1,036.42
	ADVANTAGE BUILDING S		CITY HALL	1,317.15
	ADVANTAGE BUILDING S		COURT FACILITIES	1,317.15
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	1,403.30
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,756.09
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,896.70
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,951.47
141083	ALBERTO, CLEO	EVENT CANCELLATION REFUND	PARKS-RECREATION	60.00
141084	AMAZON CAPITAL	PAPER	UTIL ADMIN	32.76
	AMAZON CAPITAL	OFFICE SUPPLIES	POLICE INVESTIGATION	38.26
	AMAZON CAPITAL	ADAPTERS	POLICE INVESTIGATION	49.18
	AMAZON CAPITAL	FACEMASKS	FACILITY MAINTENANCE	66.24
	AMAZON CAPITAL	THUMB DRIVES AND LAPTOP BAG	GENERAL	76.84
	AMAZON CAPITAL	GLOVES, WIPES AND THERMOMETERS	COMMUNITY	366.69
141085	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
141086	ARCHAMBAULT, PAMELA	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141087	ARMSTRONG, RON	UB REFUND	WATER/SEWER OPERATION	100.00
141088	ARNOLD, JUSTIN & KAY		WATER/SEWER OPERATION	23.04
141089	ARTISTS GUILD, GREAT	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141090	BACON, BRANDI		PARKS-RECREATION	25.00
141091	BAILEY, TRACY		PARKS-RECREATION	25.00
141092	BANK OF AMERICA	WEBINAR	LEGAL-GENL	35.00
141093	BANK OF AMERICA	ROW PERMIT FEE	GMA - STREET	200.00
141094	BANK OF AMERICA	SPRAY BOTTLES, MEALS AND PLATES	POLICE PATROL	107.91
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	545.47
141095	BANK OF AMERICA	SUPPLIES	FINANCE-GENL	17.90
	BANK OF AMERICA		COMPUTER SERVICES	56.28
	BANK OF AMERICA		COMPUTER SERVICES	108.51
	BANK OF AMERICA		EXECUTIVE ADMIN	256.68
	BANK OF AMERICA		COMPUTER SERVICES	303.76
141096	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	759.05
141097	BANK OF AMERICA		PERSONNEL ADMINISTRATION	1,430.80
141098	BANK OF AMERICA	ADVERTISING, TRAINING AND BOOK	WATER/SEWER OPERATION	-6.65

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/14/2020 TO 5/20/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141098	BANK OF AMERICA	ADVERTISING, TRAINING AND BOOK	UTIL ADMIN	52.46
	BANK OF AMERICA		WATER RESERVOIRS	78.15
	BANK OF AMERICA		TRAINING	320.00
	BANK OF AMERICA		UTIL ADMIN	1,048.00
141099	BARKER, REBECCA	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141100	BARLOW, KRISTIN		PARKS-RECREATION	25.00
141101	BARNARD, KELSIE		PARKS-RECREATION	30.00
141102	BARNES, LAUREN		PARKS-RECREATION	25.00
141103	BENNETT, WADE	UB REFUND	WATER/SEWER OPERATION	208.01
141104	BENSON, ROBERT		WATER/SEWER OPERATION	248.21
141105	BENTLEY, KRISTA	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141106	BENTON, JORDAN		PARKS-RECREATION	30.00
141107	BETHERS, CHELSEA		PARKS-RECREATION	25.00
141108	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT	17,052.50
141109	BICKFORD FORD	BOLTS	ER&R	93.87
	BICKFORD FORD	CLIPS	EQUIPMENT RENTAL	202.21
141110	BIELAWSKI, CHARLEY	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
141111	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,779.31
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,411.01
141112	BLEVINS, VICTORIA	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141113	BOTESCH, NASH & HALL	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	68,416.95
141114	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
141115	BOURESSA, AMANDA	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141116	BRESHEARS, IVY JO		PARKS-RECREATION	30.00
141117	BROADY, SHAUNA		PARKS-RECREATION	25.00
141118	BROWN, SARA		PARKS-RECREATION	25.00
141119	CAMERON, MARISSA		PARKS-RECREATION	25.00
141120	CAMPBELL, KRISTIN		PARKS-RECREATION	25.00
141121	CAPITAL INDUSTRIES	CATHEDRAL CONTAINERS	SOLID WASTE OPERATIONS	1,500.69
	CAPITAL INDUSTRIES	FRONT LOAD CONTAINERS	SOLID WASTE OPERATIONS	5,284.66
	CAPITAL INDUSTRIES	REAR LOAD CONTAINERS	SOLID WASTE OPERATIONS	5,902.21
	CAPITAL INDUSTRIES		SOLID WASTE OPERATIONS	6,514.28
	CAPITAL INDUSTRIES	FRONT LOAD CONTAINERS	SOLID WASTE OPERATIONS	10,367.11
	CAPITAL INDUSTRIES	CATHEDRAL CONTAINERS	SOLID WASTE OPERATIONS	10,707.03
	CAPITAL INDUSTRIES		SOLID WASTE OPERATIONS	10,707.03
141122	CARLSEN, MICHELLE	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141123	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	12,939.99
	CASCADE COLUMBIA		WASTE WATER TREATMENT	13,284.94
141124	CENTRAL WELDING SUPP	CAUTION TAPE	ER&R	10.98
	CENTRAL WELDING SUPP	RESPIRATORS	ER&R	72.14
	CENTRAL WELDING SUPP	PADLOCKS	ER&R	79.02
	CENTRAL WELDING SUPP	GLOVES AND VESTS	SOLID WASTE OPERATIONS	152.91
	CENTRAL WELDING SUPP	SHOVELS	ER&R	160.41
	CENTRAL WELDING SUPP	FACE MASKS	FACILITY MAINTENANCE	238.71
	CENTRAL WELDING SUPP	GLOVES AND VESTS	ER&R	291.72
141125	CHANCE, SUE	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	CHANCE, SUE		PARKS-RECREATION	35.00
141126	CLARY, CINDY		PARKS-RECREATION	25.00
141127	CLINE, CODY		PARKS-RECREATION	30.00
141128	COAST TO COAST TURF	PAY ESTIMATE #5	GMA-PARKS	23,236.47
141129	COASTAL FARM & HOME	BOOTS AND JEANS-SANDRE	CUSTODIAL SERVICES	257.90
141130	COOK, MICHEL	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141131	CORE & MAIN LP	FUSION	WASTE WATER TREATMENT	556.35
	CORE & MAIN LP	REGISTERS	WATER SERVICES	4,080.82
	CORE & MAIN LP	PROCORDER METER KITS	WATER SERVICES	7,275.18
141132	COREY, BENJAMIN	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141133	COUTURE, RACHAEL		PARKS-RECREATION	25.00
141134	COX, JOLENE		PARKS-RECREATION	30.00



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/14/2020 TO 5/20/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141155	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	171,483.29
	EVERETT, CITY TREAS		SOURCE OF SUPPLY	183,047.55
141156	EYER, MATTHEW	REIMBURSE FACE SHIELD EXPENSE	WATER/SEWER OPERATION	-10.01
	EYER, MATTHEW		SEWER MAIN COLLECTION	117.69
141157	FASTSPRING	MIRS UPGRADE	COMPUTER SERVICES	818.83
141158	FEDEX	SHIPPING EXPENSE	WATER CROSS CNTL	14.64
141159	FERREL, HEATHER	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141160	FERRELLGAS	PROPANE CHARGES	ROADWAY MAINTENANCE	106.82
	FERRELLGAS		TRAFFIC CONTROL DEVICES	106.82
141161	FIRE PROTECTION INC	MONITORING	MAINT OF GENL PLANT	262.32
141162	FIRST CHOICE HEALTH	APRIL EAP FEE	MEDICAL CLAIMS	452.40
141163	FRIESS, JENNIFER	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141164	FRONTIER COMMUNICATI	PHONE CHARGES	CITY HALL	56.06
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	56.07
	FRONTIER COMMUNICATI		POLICE PATROL	56.07
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	56.07
	FRONTIER COMMUNICATI		UTILITY BILLING	56.07
	FRONTIER COMMUNICATI		GENERAL	56.07
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	56.07
	FRONTIER COMMUNICATI		COMMUNITY	112.13
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	112.13
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	112.13
	FRONTIER COMMUNICATI		COMMUNITY CENTER	112.13
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	112.13
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	224.27
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT	280.33
	FRONTIER COMMUNICATI		UTIL ADMIN	280.33
141165	GALLS, LLC	UNIFORM-CONNELLY	PRO ACT TEAM	163.93
	GALLS, LLC	FLASHLIGHTS	ER&R	959.25
	GALLS, LLC		ER&R	1,036.25
141166	GATES, TIFFANY	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141167	GEOTEST SERVICES INC	1ST ST PROJECT	GMA - STREET	980.23
	GEOTEST SERVICES INC	PAY ESTIMATE #3	CAPITAL EXPENDITURES	36,980.05
141168	GIBSON, LEA	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141169	GISVOLD, LESLI		PARKS-RECREATION	25.00
141170	GOBIN, CHARISHA		PARKS-RECREATION	30.00
141171	GONZALEZ, APRILROSE		PARKS-RECREATION	30.00
141172	GOODING, JILLIAN		PARKS-RECREATION	30.00
141173	GRAVITY PAYMENTS	TRANSACTION FEES	UTILITY BILLING	14,592.03
141174	GREENE, KRISTINE	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141175	GUERRERO, KAYLA		PARKS-RECREATION	25.00
141176	HACH COMPANY	SAMPLING SUPPLIES	WATER QUAL TREATMENT	1,962.77
141177	HALE-OLSSON, TAMMY	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141178	HAMILTON, LISA		PARKS-RECREATION	12.00
141179	HANSEN, KATIE		PARKS-RECREATION	25.00
141180	HANSON, CAITLIN		PARKS-RECREATION	30.00
141181	HARBOR FREIGHT TOOLS	HYDRANT TOOLS	HYDRANTS	82.13
	HARBOR FREIGHT TOOLS	TOOL BAG AND SANDING BELTS	HYDRANTS	107.05
141182	HEALTH, DEPT OF	2020 ANNUAL FEE 003633	UTIL ADMIN	29,639.10
141183	HEAPE, AMY	EVENT CANCELLATION REFUND	PARKS-RECREATION	35.00
141184	HERDT, HEATHER		PARKS-RECREATION	25.00
141185	HINKLE, LISA		PARKS-RECREATION	25.00
141186	HOGUE, JESSICA		PARKS-RECREATION	25.00
141187	HUFFMAN, CHARLES	UB REFUND	WATER/SEWER OPERATION	26.27
141188	HYATT, BRANDON	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141189	J. THAYER COMPANY	TAPE, PAPER TOWELS AND CLEANER	ER&R	290.68
141190	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	29,418.31
141191	JASINSKI, BRITTANY	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/14/2020 TO 5/20/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141192	JONES, ROBERT	EVENT CANCELLATION REFUND	PARKS-RECREATION	125.00
141193	KECK, ALISON		PARKS-RECREATION	25.00
141194	KENNY, RIKKI		PARKS-RECREATION	30.00
141195	KENOYER, MEGAN		PARKS-RECREATION	25.00
141196	KNAPP, ERICA		PARKS-RECREATION	35.00
141197	KONARZEWSKI, MAE		PARKS-RECREATION	25.00
141198	KOONS, JULIE		PARKS-RECREATION	65.00
141199	LAKE STEVENS SCHOOL	MITIGATION FEES-APRIL 2020	SCHOOL MIT FEES	130,230.00
141200	LASTING IMPRESSIONS	EMBROIDERY	FACILITY MAINTENANCE	18.58
141201	LEE, BROOKLYN	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141202	LEHMAN, CRISTINA		PARKS-RECREATION	25.00
141203	LIND, ANGELICA		PARKS-RECREATION	25.00
141204	LYSYK, LEANNE		PARKS-RECREATION	25.00
141205	MACDONALD, BREANNA		PARKS-RECREATION	25.00
141206	MACLEOD RECKORD, PLLC	PROFESSIONAL SERVICES	GMA-PARKS	11,913.82
141207	MARTIN, LINDSEY	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141208	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE INVESTIGATION	61.70
	MARYSVILLE PRINTING	ENVELOPES	COMMUNITY	102.30
	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	130.07
	MARYSVILLE PRINTING	GOLD SHELLS	POLICE PATROL	650.48
141209	MAYNARD, RUSS	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141210	MC CLURE & SONS INC	PAY ESTIMATE #11	SEWER CAPITAL PROJECTS	422,787.75
141211	MCCONNAUGHEY, LISA	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141212	MCDONALD, KEVIN D	HEARING EXAMINER SERVICES	COMMUNITY	2,143.12
141213	MCENTIRE, NEAL	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141214	MCLOUGHLIN & EARDLEY	COVERS	EQUIPMENT RENTAL	83.07
141215	MERZLAK, MARY CATHER	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141216	MILES, RACHEL		PARKS-RECREATION	25.00
141217	MILLER, LIZ		PARKS-RECREATION	25.00
141218	MILLER, MEGAN		PARKS-RECREATION	30.00
141219	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	FINANCE-GENL	7.65
	MOBILEGUARD, INC.		COMMUNITY	7.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.65
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	7.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	7.65
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.65
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER	7.65
	MOBILEGUARD, INC.		RECREATION SERVICES	15.30
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	15.30
	MOBILEGUARD, INC.		OFFICE OPERATIONS	22.95
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	22.95
	MOBILEGUARD, INC.		GENERAL	22.95
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	22.95
	MOBILEGUARD, INC.		CUSTODIAL SERVICES	22.95
	MOBILEGUARD, INC.		STORM DRAINAGE	30.60
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	38.25
	MOBILEGUARD, INC.		YOUTH SERVICES	38.25
	MOBILEGUARD, INC.		ENGR-GENL	45.90
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	45.90
	MOBILEGUARD, INC.		POLICE INVESTIGATION	53.55
	MOBILEGUARD, INC.		DETENTION & CORRECTION	53.55
	MOBILEGUARD, INC.		WASTE WATER TREATMENT	68.85
	MOBILEGUARD, INC.		UTIL ADMIN	91.80
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	107.10
	MOBILEGUARD, INC.		COMPUTER SERVICES	118.20
	MOBILEGUARD, INC.		POLICE PATROL	390.15
141220	MONROE, ANDREA	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
141221	MORGAN, KRISTINA		PARKS-RECREATION	25.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/14/2020 TO 5/20/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141222	MOSS, STEPHANIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141223	MOYA, MICHAEL		PARKS-RECREATION	35.00
141224	NELSON, AMANDA		PARKS-RECREATION	25.00
141225	NEMNICH, CARLA		PARKS-RECREATION	125.00
141226	NICHOLS, CHRISTINA		PARKS-RECREATION	25.00
141227	NORTHSTAR CHEMICAL	ENERGY SURCHARGE CREDIT	WATER QUAL TREATMENT	-45.00
	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	865.00
141228	OEHLERICH, KOURTNEY	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141229	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY	88.68
	OFFICE DEPOT		POLICE INVESTIGATION	166.55
	OFFICE DEPOT		POLICE PATROL	169.98
141230	OROZCO, JONATHAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	75.00
141231	PALMER, MEGAN		PARKS-RECREATION	25.00
141232	PARTS STORE, THE	FILTER	EQUIPMENT RENTAL	5.06
	PARTS STORE, THE	FILTERS AND FACE MASKS	ER&R	24.00
	PARTS STORE, THE		FACILITY MAINTENANCE	204.94
141233	PAYNE, STEPHANIE	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141234	PETEK, THOMAS C	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	600.00
141235	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	16.79
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	28.38
	PETROCARD SYSTEMS		ENGR-GENL	31.59
	PETROCARD SYSTEMS		COMMUNITY	72.37
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	118.43
	PETROCARD SYSTEMS		PARK & RECREATION FAC	306.07
	PETROCARD SYSTEMS		GENERAL	804.76
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	1,626.19
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	2,202.35
	PETROCARD SYSTEMS		POLICE PATROL	3,698.71
141236	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	27.20
	PGC INTERBAY LLC		PRO-SHOP	322.11
	PGC INTERBAY LLC		PRO-SHOP	397.86
	PGC INTERBAY LLC		MAINTENANCE	414.43
	PGC INTERBAY LLC		MAINTENANCE	1,639.17
	PGC INTERBAY LLC		MAINTENANCE	1,733.00
	PGC INTERBAY LLC		MAINTENANCE	1,917.64
	PGC INTERBAY LLC		MAINTENANCE	3,063.27
	PGC INTERBAY LLC		MAINTENANCE	3,382.73
141237	PHILLIPS, REBECCA	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141238	PILCHUCK FUCHSIA		PARKS-RECREATION	30.00
141239	PITCH PERFECT SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	65.50
	PITCH PERFECT SOCCER		RECREATION SERVICES	65.50
	PITCH PERFECT SOCCER		RECREATION SERVICES	101.89
	PITCH PERFECT SOCCER		RECREATION SERVICES	152.84
141240	POPOVIC, MARYSA	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141241	PRICE, ROBIN		PARKS-RECREATION	25.00
141242	PROFORCE LAW ENFORC	HANDGUN TRANSITION CREDIT	POLICE PATROL	-5,719.23
	PROFORCE LAW ENFORC		POLICE PATROL	-635.47
	PROFORCE LAW ENFORC	HANDGUN TRANSITION	POLICE PATROL	757.45
	PROFORCE LAW ENFORC		POLICE PATROL	7,877.14
141243	PUD	ACCT #201142098	PARK & RECREATION FAC	7.83
	PUD	ACCT #201346665	SEWER LIFT STATION	16.44
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #205195373	PARK & RECREATION FAC	16.44
	PUD	ACCT #205481823	GOLF ADMINISTRATION	17.58
	PUD	ACCT #202011813	PUMPING PLANT	18.63
	PUD	ACCT #200501617	TRANSPORTATION	25.13

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/14/2020 TO 5/20/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141243	PUD	ACCT #201142155	TRANSPORTATION	31.38
	PUD	ACCT #203500020	STREET LIGHTING	44.30
	PUD	ACCT #202294245	SEWER LIFT STATION	45.98
	PUD	ACCT #200061463	PARK & RECREATION FAC	48.29
	PUD	ACCT #202303301	SEWER LIFT STATION	57.11
	PUD	ACCT #201909637	SEWER LIFT STATION	101.54
	PUD	ACCT #203291216	GENERAL	106.00
	PUD	ACCT #200021871	COURT FACILITIES	1,066.78
	PUD	ACCT #201617479	CITY HALL	1,180.68
141244	RAMAGE, TEGAN	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141245	RAYMOND, FABIOLA		PARKS-RECREATION	25.00
141246	REGIMBAL, DAVID		PARKS-RECREATION	25.00
141247	REYNOLDS, CHELSEA		PARKS-RECREATION	30.00
141248	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	SOURCE OF SUPPLY	2,060.15
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	7,968.19
141249	RIAHI, HOLLY	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141250	RICHARDS, JENNIFER		PARKS-RECREATION	25.00
141251	ROBBINS, SARAH		PARKS-RECREATION	25.00
141252	ROY ROBINSON	FAN MOTORS	EQUIPMENT RENTAL	216.37
	ROY ROBINSON	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	376.01
141253	RUIZ, MAYEN	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141254	SAUTNER, JESSICA		PARKS-RECREATION	25.00
141255	SCARSELLA BROS	PAY ESTIMATE #11	GMA - STREET	244,304.38
141256	SCHWEIZER, LORRANE	EVENT CANCELLATION REFUND	PARKS-RECREATION	50.00
141257	SEACOM CABLING INC.	REVIEW FIRE ALARM ANNUAL REPORT	SUNNYSIDE FILTRATION	379.47
141258	SELECTIVE TREE	TREE REMOVAL	FORESTRY MAINTENANCE	4,801.94
141259	SIEFKEN, MEGHAN	EVENT CANCELLATION REFUND	GENERAL FUND	500.00
	SIEFKEN, MEGHAN		PARKS-RENTS & ROYALTIES	1,160.00
141260	SKAGIT RADIOLOGY INC	INMATE MEDICAL CARE	DETENTION & CORRECTION	34.00
	SKAGIT RADIOLOGY INC		DETENTION & CORRECTION	161.00
141261	SNO CO PROSECUTING	EXTRADITION FEE	DETENTION & CORRECTION	525.00
141262	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	385.81
141263	SNO HEALTH DISTRICT	PER CAPITA CONTRIBUTION Q2 2020	NON-DEPARTMENTAL	16,955.00
141264	SONS OF ITALY	EVENT CANCELLATION REFUND	PARKS-RECREATION	30.00
141265	SONSRAY MACHINERY	REPAIR #M007	EQUIPMENT RENTAL	28,901.05
141266	SOUND PUBLISHING	LEGAL AD	CITY CLERK	61.54
141267	SPORES, JOYCE	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
141268	STATE AUDITORS OFFIC	AUDIT PERIOD 19-19	UTIL ADMIN	4,883.09
	STATE AUDITORS OFFIC		NON-DEPARTMENTAL	4,883.10
141269	STEVENSON, GENAJUADE	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141270	STONEWAY ELECTRIC	CLAMPS	SEWER LIFT STATION	21.63
141271	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL	14.12
	STRATEGIES 360		WASTE WATER TREATMENT	14.12
	STRATEGIES 360		UTIL ADMIN	18.83
141272	SUPERIOR SOLE WELDIN	HANDRAIL FAB AND INSTALL	ROADSIDE VEGETATION	5,246.40
141273	SWENSON, SARAH	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141274	TALAMANTEZ, CASSIE		PARKS-RECREATION	25.00
141275	TEDFORD, RENEE		PARKS-RECREATION	25.00
141276	THOMPSON, ANGEL		PARKS-RECREATION	25.00
141277	THORPE, LEANN		PARKS-RECREATION	60.00
141278	TIMNEY, KELLY		PARKS-RECREATION	25.00
141279	TOKAY SOFTWARE	ANNUAL SUPPORT	WATER CROSS CNTL	530.00
141280	TRANSPORTATION, DEPT	TOLL CHARGE	POLICE PATROL	2.75
141281	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	89.24
141282	VANCE, DELAINE	UB REFUND	WATER/SEWER OPERATION	66.97
141283	VELAZQUEZ, ZANDRIA	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141284	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	191.00
	WA STATE TREASURER		INTERGOVERNMENTAL	28,777.81

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/14/2020 TO 5/20/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141285	WATCH SYSTEMS	RSO MAILING	POLICE INVESTIGATION	55.31
141286	WAXIE SANITARY SUPPL	PURELL	ER&R	45.73
	WAXIE SANITARY SUPPL	GLOVES	PARK & RECREATION FAC	86.01
	WAXIE SANITARY SUPPL		PARK & RECREATION FAC	86.20
	WAXIE SANITARY SUPPL	PURELL DISPENSERS	PARK & RECREATION FAC	198.10
141287	WEAVER, CAITLIN	EVENT CANCELLATION REFUND	PARKS-RECREATION	40.00
141288	WELK, JAMES		PARKS-RECREATION	70.00
141289	WELSH COMMISSIONING	CIVIC CENTER PROJECT	CAPITAL EXPENDITURES	2,295.00
141290	WESTERN SYSTEMS	MAIN BROOM	STREET CLEANING	548.99
141291	WHITE CAP CONSTRUCT	BOTTLED WATER	MAINT OF GENL PLANT	661.05
141292	WILSON, JESTINE	UB REFUND	WATER/SEWER OPERATION	1,559.26
141293	WOODBURY, SARAH	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141294	YAKIMA COUNTY DOC	INMATE MEDICAL-APRIL 2020	DETENTION & CORRECTION	93.23
141295	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606589493	POLICE INVESTIGATION	38.91
	ZIPLY FIBER		RECREATION SERVICES	38.91
	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	57.31
	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	62.18
	ZIPLY FIBER	ACCT #3606577495	STREET LIGHTING	63.76
	ZIPLY FIBER	ACCT #3606583635	UTIL ADMIN	64.54
	ZIPLY FIBER		COMMUNITY	64.54
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	66.70
	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	72.04
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	76.42
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	81.98
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	131.41
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	231.23
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	288.14

**WARRANT TOTAL: 4,168,669.85**

**CHECK #140318 INITIATOR ERROR (175.86)**

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

**4,168,493.99**



# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 8, 2020**

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

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the May 22, 2020 payroll in the amount \$1,356,838.13, paid by EFT Transactions and Check No.'s 33087 through 33104.

**COUNCIL ACTION:**

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 8, 2020**

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><b>RECOMMENDED ACTION:</b></p> <p><b>The Finance and Executive Departments recommend City Council approve the May 27, 2020 claims in the amount of \$500,066.10 paid by EFT transactions and Check No.'s 141296 through 141394 with Check No.'s 138891, 140518 &amp; 140648 voided.</b></p> <p><b>COUNCIL ACTION:</b></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 **\$500,066.10 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 141296 THROUGH 141394 WITH CHECK NO'S 138891, 140518 & 140648 VOIDED** 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 **8<sup>th</sup> DAY OF JUNE 2020.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 5/21/2020 TO 5/27/2020**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
141296	REVENUE, DEPT OF	TAXES-APRIL 2020	POLICE ADMINISTRATION	3.66
	REVENUE, DEPT OF		GOLF ADMINISTRATION	19.09
	REVENUE, DEPT OF		GENERAL FUND	53.42
	REVENUE, DEPT OF		CITY FACILITIES	100.44
	REVENUE, DEPT OF		WATER/SEWER OPERATION	240.65
	REVENUE, DEPT OF		GOLF COURSE	524.19
	REVENUE, DEPT OF		STORM DRAINAGE	7,882.50
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	34,717.71
	REVENUE, DEPT OF		UTIL ADMIN	63,952.99
141297	ALLING, MICHAEL	UB REFUND	WATER/SEWER OPERATION	153.34
141298	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT	77.04
141299	AMAZON CAPITAL	OFFICE SUPPLIES	POLICE INVESTIGATION	12.12
	AMAZON CAPITAL	ENVELOPES	POLICE INVESTIGATION	26.21
	AMAZON CAPITAL	WIPES	NON-DEPARTMENTAL	27.59
	AMAZON CAPITAL	THERMOMETERS	FACILITY MAINTENANCE	229.50
	AMAZON CAPITAL	PURELL	UTIL ADMIN	240.25
	AMAZON CAPITAL	DISPOSABLE MASKS	GENERAL	2,011.12
141300	ANDERSON, KRISTEN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
141301	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
	ARAMARK UNIFORM		EQUIPMENT RENTAL	56.66
141302	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATION	33.88
141303	BANK OF AMERICA	ADVERTISING AND COVID SUPPLIES	CITY COUNCIL	180.00
	BANK OF AMERICA		NON-DEPARTMENTAL	381.35
141304	BANK OF AMERICA	FACE MASKS	UTIL ADMIN	929.05
141305	BANK OF AMERICA		UTIL ADMIN	102.59
	BANK OF AMERICA		UTIL ADMIN	929.05
141306	BANK OF AMERICA	EMBEDDED SOCIAL WORKER/COVID	EMBEDDED SOCIAL WORKER	380.13
	BANK OF AMERICA		EMBEDDED SOCIAL WORKER	687.49
141307	BOSSE, JASON	UB REFUND	WATER/SEWER OPERATION	319.22
141308	CARR, ROBERT & DENA		WATER/SEWER OPERATION	95.93
141309	CASCADE COLUMBIA	ALUMINUM CHLORIDE	WASTE WATER TREATMENT	13,428.67
141310	CHURCH, IMELDA	EVENT CANCELLATION REFUND	PARKS-RECREATION	5.00
	CHURCH, IMELDA		PARKS-RECREATION	10.00
	CHURCH, IMELDA		PARKS-RECREATION	37.20
	CHURCH, IMELDA		PARKS-RECREATION	50.00
141311	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	296.24
141312	COOP SUPPLY	K-9 SUPPLIES	K9 PROGRAM	37.13
141313	COPIERS NORTHWEST	PRINTER CHARGES	COMMUNITY CENTER	43.53
	COPIERS NORTHWEST		PROPERTY TASK FORCE	44.11
	COPIERS NORTHWEST		GENERAL	104.26
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.81
	COPIERS NORTHWEST		PROBATION	147.85
	COPIERS NORTHWEST		WASTE WATER TREATMENT	152.62
	COPIERS NORTHWEST		ENGR-GENL	160.48
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.62
	COPIERS NORTHWEST		MUNICIPAL COURTS	260.64
	COPIERS NORTHWEST		POLICE PATROL	286.08
	COPIERS NORTHWEST		PARK & RECREATION FAC	347.26
	COPIERS NORTHWEST		POLICE INVESTIGATION	363.21
	COPIERS NORTHWEST		UTIL ADMIN	384.09
	COPIERS NORTHWEST		COMMUNITY	477.46
	COPIERS NORTHWEST		DETENTION & CORRECTION	537.27
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATION	594.50

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141313	COPIERS NORTHWEST	PRINTER CHARGES	OFFICE OPERATIONS	707.45
141314	COUNTRY GREEN TURF	HYDROSEED	PARK & RECREATION FAC	688.59
141315	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
	DICKS TOWING		POLICE PATROL	71.74
141316	DIEDRICH, DOROTHY	UB REFUND	WATER/SEWER OPERATION	55.20
141317	DIERICH, ROBERT D &		WATER/SEWER OPERATION	278.12
141318	E&E LUMBER	FASTENERS	CITY HALL	5.68
	E&E LUMBER	CONCRETE	WASTE WATER TREATMENT	58.58
	E&E LUMBER	FASTENERS	CITY HALL	72.77
	E&E LUMBER	NOZZLES AND RAGS	ER&R	88.04
141319	ECONOMY FENCE CENTER	FENCE RENTAL	WATER RESERVOIRS	227.34
141320	GALLS, LLC	UNIFORMS	POLICE PATROL	30.82
	GALLS, LLC		POLICE PATROL	34.02
	GALLS, LLC		POLICE PATROL	189.85
	GALLS, LLC		DETENTION & CORRECTION	631.10
	GALLS, LLC		POLICE PATROL	744.13
141321	GOVCONNECTION INC	WORKSPACE LICENSES	LEGAL - PROSECUTION	142.87
	GOVCONNECTION INC		POLICE PATROL	142.88
	GOVCONNECTION INC		POLICE PATROL	142.88
	GOVCONNECTION INC		COMMUNITY SERVICES UNIT	142.88
	GOVCONNECTION INC		FACILITY MAINTENANCE	142.88
	GOVCONNECTION INC		CUSTODIAL SERVICES	142.88
	GOVCONNECTION INC		FACILITY MAINTENANCE	142.88
	GOVCONNECTION INC		POLICE PATROL	142.88
	GOVCONNECTION INC	OTTER BOXES	IS REPLACEMENT ACCOUNTS	349.65
	GOVCONNECTION INC	ACRONIS RENEWAL	COMPUTER SERVICES	451.52
	GOVCONNECTION INC	WORKSPACE LICENSES	TRANSPORTATION	571.49
	GOVCONNECTION INC	WATCHGUARD FIREBOX T-15	SEWER LIFT STATION	660.59
	GOVCONNECTION INC	SURFACE PRO W/KEYPAD	STORM DRAINAGE	1,321.36
141322	GRAINGER	FACE SHIELD CREDIT	SEWER MAIN COLLECTION	-644.17
	GRAINGER	GLOVES AND SUNSCREEN	ER&R	13.46
	GRAINGER	PAINT MARKER	SOLID WASTE OPERATIONS	17.25
	GRAINGER	GREASE GUNS, PADS AND TOOLS	ER&R	111.42
	GRAINGER	UTILITY LIGHT	SOLID WASTE OPERATIONS	130.07
	GRAINGER	PRESSURE SWITCH	EQUIPMENT RENTAL	155.81
	GRAINGER	GLOVES AND SUNSCREEN	MAINT OF GENL PLANT	224.87
	GRAINGER	GREASE GUNS, PADS AND TOOLS	MAINT OF GENL PLANT	393.12
	GRAINGER	SPILL KITS	ER&R	451.35
141323	GREENSHIELDS	HOOK	EQUIPMENT RENTAL	54.35
	GREENSHIELDS	HOSE FITTINGS	ER&R	74.19
141324	HD FOWLER COMPANY	HYDRANT GASKETS	HYDRANTS	68.24
	HD FOWLER COMPANY	METER ADAPTERS	WATER SERVICE INSTALL	383.64
	HD FOWLER COMPANY	FREIGHT CHARGES	WATER RESERVOIRS	546.50
	HD FOWLER COMPANY	PIPE	WATER DIST MAINS	778.93
	HD FOWLER COMPANY	BRASS PARTS	WATER/SEWER OPERATION	5,698.24
	HD FOWLER COMPANY	RESEVOIR VALVE REPLACEMENT	WATER RESERVOIRS	27,854.08
141325	HEWLETT PACKARD	PRINTER CHARGES	PERSONNEL ADMINISTRATION	0.59
	HEWLETT PACKARD		LEGAL - PROSECUTION	0.63
	HEWLETT PACKARD		PARK & RECREATION FAC	5.14
	HEWLETT PACKARD		WATER QUAL TREATMENT	6.91
	HEWLETT PACKARD		UTIL ADMIN	8.38

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141325	HEWLETT PACKARD	PRINTER CHARGES	SEWER MAIN COLLECTION	12.04
	HEWLETT PACKARD		STORM DRAINAGE	12.04
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	21.94
	HEWLETT PACKARD		WASTE WATER TREATMENT	56.23
	HEWLETT PACKARD		CITY CLERK	57.57
	HEWLETT PACKARD		FINANCE-GENL	57.57
	HEWLETT PACKARD		MUNICIPAL COURTS	63.41
	HEWLETT PACKARD		UTILITY BILLING	102.91
	HEWLETT PACKARD		COMPUTER SERVICES	299.79
141326	HILL, WILL	EVENT CANCELLATION REFUND	PARKS-RECREATION	25.00
141327	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	8.90
	HOME DEPOT USA		CUSTODIAL SERVICES	23.74
	HOME DEPOT USA	VACUUM FILTERS	CUSTODIAL SERVICES	31.83
	HOME DEPOT USA	GLOVES	CUSTODIAL SERVICES	34.70
	HOME DEPOT USA	DISINFECTANT	FACILITY MAINTENANCE	69.65
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	70.66
	HOME DEPOT USA		SOLID WASTE OPERATIONS	78.40
	HOME DEPOT USA		CUSTODIAL SERVICES	91.68
	HOME DEPOT USA		MAINT OF GENL PLANT	174.89
	HOME DEPOT USA		COURT FACILITIES	176.43
	HOME DEPOT USA	TRASH CAN DOLLIES	CUSTODIAL SERVICES	183.62
	HOME DEPOT USA	JANITORIAL SUPPLIES	CITY HALL	198.86
	HOME DEPOT USA	BATTERIES	CUSTODIAL SERVICES	262.16
	HOME DEPOT USA		CUSTODIAL SERVICES	262.16
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	291.39
	HOME DEPOT USA		CUSTODIAL SERVICES	291.96
	HOME DEPOT USA		PUBLIC SAFETY BLDG	332.06
	HOME DEPOT USA		UTIL ADMIN	397.88
	HOME DEPOT USA		WASTE WATER TREATMENT	442.21
	HOME DEPOT USA		CUSTODIAL SERVICES	735.24
	HOME DEPOT USA	FLOOR SCRUB MACHINE	CUSTODIAL SERVICES	757.45
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	940.42
	HOME DEPOT USA	BACKPACK VACUUMS	CUSTODIAL SERVICES	2,434.66
	HOME DEPOT USA	ELECTRO BACK SPRAYERS	CUSTODIAL SERVICES	4,918.48
	HOME DEPOT USA	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	5,306.84
141328	HUMAN SERVICES	ESW PROGRAM JAN-MAR 2020	EMBEDDED SOCIAL WORKER	39,605.19
141329	HURNE, NATALIA	UB REFUND	WATER/SEWER OPERATION	109.22
141330	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
141331	JET PLUMBING	SHOWER REPAIR	PUBLIC SAFETY BLDG	180.35
	JET PLUMBING	CELL REPAIR	PUBLIC SAFETY BLDG	426.27
	JET PLUMBING	OH REPAIR	OPERA HOUSE	800.74
	JET PLUMBING		OPERA HOUSE	1,419.58
141332	JOHNSON, SHADY	REFUND CLASS FEES	PARKS-RECREATION	44.00
141333	LAMBERT, JULIE CHERY	UB REFUND	GARBAGE	230.81
141334	LES SCHWAB TIRE CTR	WHEEL RINGS	EQUIPMENT RENTAL	625.11
	LES SCHWAB TIRE CTR	TIRES AND TUBES	EQUIPMENT RENTAL	2,804.63
141335	LOOMIS	ARMORED TRUCK SERVICE	COMMUNITY	112.98
	LOOMIS		UTIL ADMIN	112.98
	LOOMIS		UTILITY BILLING	225.97
	LOOMIS		POLICE ADMINISTRATION	451.93
	LOOMIS		MUNICIPAL COURTS	451.93
141336	LUKASUNIS, EDWARD &	UB REFUND	WATER/SEWER OPERATION	21.54
141337	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	950.80
141338	MARYSVILLE FIRE	INMATE MEDICAL TRANSPORT	DETENTION & CORRECTION	383.13
	MARYSVILLE FIRE		DETENTION & CORRECTION	383.13
	MARYSVILLE FIRE		DETENTION & CORRECTION	498.13
141339	MARYSVILLE PRINTING	ENVELOPES	UTIL ADMIN	102.30
	MARYSVILLE PRINTING	SERVICE AGREEMENT PRINTING	SOLID WASTE OPERATIONS	480.92



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141339	MARYSVILLE PRINTING	OPEN FOR BUSINESS SIGNS	NON-DEPARTMENTAL	535.57
	MARYSVILLE PRINTING	CASE ENVELOPES AND OT SLIPS	POLICE PATROL	1,195.09
141340	MARYSVILLE, CITY OF	UTILITY SERVICE	GOLF ADMINISTRATION	211.22
141341	MCCLELLAND, MICHAEL	UB REFUND	WATER/SEWER OPERATION	20.18
141342	METAL WERKS INC	FORKLIFT RENTAL	GMA - STREET	2,968.00
141343	MORGAN SOUND	HDMI CABLE	COURT FACILITIES	41.69
	MORGAN SOUND	CONDENSER	COURT FACILITIES	231.29
141344	MOTOR TRUCKS	FITTING CREDIT	EQUIPMENT RENTAL	-24.99
	MOTOR TRUCKS	TUBE SEAL	EQUIPMENT RENTAL	18.55
	MOTOR TRUCKS	FITTINGS	EQUIPMENT RENTAL	49.98
141345	NATIONAL BARRICADE	DROP BOX SIGN	TRANSPORTATION	32.70
141346	NAVIA BENEFIT	FLEXPLAN FEES-ARPIL 2020	PERSONNEL ADMINISTRATION	166.00
141347	NCSI	BACKGROUND CHECKS	PERSONNEL ADMINISTRATION	18.50
	NCSI		PERSONNEL ADMINISTRATION	111.00
141348	NELSON PETROLEUM	BULK GREASE	EQUIPMENT RENTAL	1,190.35
141349	NURNBERG SCIENTIFIC	SOLUTION	WATER QUAL TREATMENT	185.08
141350	NW SIGN & DESIGN	SNEEZEGUARDS FOR FRONT DESKS	CITY HALL	542.65
	NW SIGN & DESIGN		UTIL ADMIN	542.66
141351	OFFICE DEPOT	SUPPLY CREDIT	CUSTODIAL SERVICES	-45.90
	OFFICE DEPOT	OFFICE SUPPLIES	TRANSPORTATION	17.90
	OFFICE DEPOT		ENGR-GENL	19.67
	OFFICE DEPOT		UTIL ADMIN	23.63
	OFFICE DEPOT		ENGR-GENL	23.64
	OFFICE DEPOT		EQUIPMENT RENTAL	25.99
	OFFICE DEPOT		UTIL ADMIN	30.70
	OFFICE DEPOT		FINANCE-GENL	38.21
	OFFICE DEPOT		CITY CLERK	38.21
	OFFICE DEPOT		CITY COUNCIL	38.21
	OFFICE DEPOT		POLICE INVESTIGATION	65.56
	OFFICE DEPOT		UTIL ADMIN	81.82
	OFFICE DEPOT		POLICE PATROL	91.61
	OFFICE DEPOT		POLICE PATROL	97.18
	OFFICE DEPOT		POLICE PATROL	104.03
	OFFICE DEPOT		COMMUNITY SERVICES UNIT	110.12
	OFFICE DEPOT		UTILITY BILLING	142.86
	OFFICE DEPOT		TRANSPORTATION	211.63
	OFFICE DEPOT		POLICE PATROL	536.00
141352	OLSON, JESSICA	EVENT CANCELLATION REFUND	PARKS-RECREATION	10.00
	OLSON, JESSICA		PARKS-RECREATION	30.00
	OLSON, JESSICA		PARKS-RECREATION	50.00
141353	OREILLY AUTO PARTS	SEAL KIT	EQUIPMENT RENTAL	4.51
	OREILLY AUTO PARTS	FILTER	EQUIPMENT RENTAL	6.07
	OREILLY AUTO PARTS	MIRROR	EQUIPMENT RENTAL	44.92
141354	PAPE MACHINERY	BULLDOZER RENTAL	GMA - STREET	2,349.96
141355	PARAMOUNT SUPPLY	BACKFLOW TEST KIT CERTIFICATION	WATER CROSS CNTL	116.94
141356	PARTS STORE, THE	BILLING ERROR	EQUIPMENT RENTAL	-41.47
	PARTS STORE, THE	THREAD RODS	EQUIPMENT RENTAL	11.18
	PARTS STORE, THE	RADIATOR CAP	EQUIPMENT RENTAL	13.47
	PARTS STORE, THE	BILLING ERROR	EQUIPMENT RENTAL	41.47
	PARTS STORE, THE	BATTERY	EQUIPMENT RENTAL	43.73
	PARTS STORE, THE	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	127.21
	PARTS STORE, THE	BRAKE ROTORS, BRAKE PADS AND SEAL	EQUIPMENT RENTAL	208.57
141357	PHAT T TO	UB REFUND	WATER/SEWER OPERATION	435.75
141358	PILCHUCK RENTALS	TRIMMER LINE AND MOTOMIX	WATER RESERVOIRS	218.56
	PILCHUCK RENTALS	CLUTCHES, FILTERS AND TRIMMER LINE	SMALL ENGINE SHOP	230.05
141359	PLATT ELECTRIC	SWITCH REPAIR PARTS	SOURCE OF SUPPLY	24.00
	PLATT ELECTRIC	GROUND ROD AND WIRE	GMA-PARKS	91.72
	PLATT ELECTRIC	HARDWARE	WASTE WATER TREATMENT	129.92

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141359	PLATT ELECTRIC	HARDWARE	SOURCE OF SUPPLY	129.93
	PLATT ELECTRIC	MOTOR SPLICES	WASTE WATER TREATMENT	140.30
	PLATT ELECTRIC	WIRE	GMA-PARKS	294.27
	PLATT ELECTRIC	METER REPAIR PARTS	METER READING	318.06
	PLATT ELECTRIC	WIRE	GMA-PARKS	469.71
141360	PUD	ACCT #202461026	MAINT OF GENL PLANT	16.44
	PUD	ACCT #200973956	SEWER LIFT STATION	19.33
	PUD	ACCT #202794657	TRANSPORTATION	35.94
	PUD	ACCT #200448801	TRANSPORTATION	40.88
	PUD	ACCT #202288585	TRANSPORTATION	58.73
	PUD	ACCT #201628880	WASTE WATER TREATMENT	71.44
	PUD	ACCT #221115934	MAINT OF GENL PLANT	72.02
	PUD	ACCT #202426482	PUBLIC SAFETY BLDG	79.37
	PUD	ACCT #220681340	STORM DRAINAGE	80.93
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	96.81
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	110.86
	PUD	ACCT #202524690	PUMPING PLANT	115.89
	PUD	ACCT #222025900	PUMPING PLANT	133.54
	PUD	ACCT #201225067	PARK & RECREATION FAC	134.64
	PUD	ACCT #201675634	WASTE WATER TREATMENT	428.91
	PUD	ACCT #201587284	WASTE WATER TREATMENT	440.31
	PUD	ACCT #202177333	MAINT OF GENL PLANT	618.75
	PUD	ACCT #201639689	MAINT OF GENL PLANT	1,011.73
141361	RAIN FOR RENT	PIPE RENTAL	WATER RESERVOIRS	925.09
	RAIN FOR RENT		WATER RESERVOIRS	1,913.69
141362	RAM SPV II, LLC	PORTABLE BLDG RENTAL	STORM DRAINAGE	524.64
	RAM SPV II, LLC		SEWER SERV MAINT	524.64
141363	RHOMAR INDUSTRIES	ASPHALT AND TACK REDUCER	CITY STREETS	-53.28
	RHOMAR INDUSTRIES		ROADWAY MAINTENANCE	626.17
141364	ROY ROBINSON	IGNITION COILS, SPARK PLUGS AND WIRES	EQUIPMENT RENTAL	1,283.43
141365	RYAN, MICHAEL	UB REFUND	GARBAGE	14.66
141366	SEA, THOMAS & JENNIF		WATER/SEWER OPERATION	304.09
141367	SEATTLE TIMES, THE	EMPLOYMENT AD	UTIL ADMIN	525.00
141368	SEATTLE TIMES, THE	SUBSCRIPTION	EXECUTIVE ADMIN	128.70
141369	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US		PERSONNEL ADMINISTRATION	4.56
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		OFFICE OPERATIONS	50.00
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		DETENTION & CORRECTION	59.44
141370	SIX ROBBLEES INC	STEPS	EQUIPMENT RENTAL	24.09
	SIX ROBBLEES INC	BRACKET	ER&R	46.04
	SIX ROBBLEES INC	STEPS	EQUIPMENT RENTAL	48.18
	SIX ROBBLEES INC	U-BOLT KITS	EQUIPMENT RENTAL	57.23
	SIX ROBBLEES INC	TRAILER BRAKE CONTROLLER	ER&R	176.46
141371	SNO CO FINANCE	VEHICLE BUILD UP	EQUIPMENT RENTAL	320.35
	SNO CO FINANCE		EQUIPMENT RENTAL	3,508.32
141372	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	152,436.00
141373	SONITROL	TEGRIS FILING	WASTE WATER TREATMENT	27.33
	SONITROL	SECURITY MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	177.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12

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141373	SONITROL	SECURITY MONITORING	CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
141374	SOUND PUBLISHING	EMPLOYMENT AD	UTIL ADMIN	250.00
141375	SOUND PUBLISHING	LEGAL AD	ARTERIAL STREET-GENL	278.74
141376	SPRINGBROOK NURSERY	DISPOSAL FEES	WATER DIST MAINS	35.00
	SPRINGBROOK NURSERY	GRINDING TREES-FRONTIER PROP	STORM DRAINAGE	1,325.26
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	1,325.26
	SPRINGBROOK NURSERY		WATER DIST MAINS	1,325.26
	SPRINGBROOK NURSERY		ROADSIDE VEGETATION	1,325.27
141377	STAPLES	FILTER CREDIT	UTIL ADMIN	-53.54
	STAPLES	BATTERIES	MUNICIPAL COURTS	16.50
	STAPLES	FILTERS	UTIL ADMIN	53.54
	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	100.91
	STAPLES		MUNICIPAL COURTS	424.96
141378	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	73.10
141379	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	324.82
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	324.82
	THYSSENKRUPP ELEVATO	REPAIR @ PSB	PUBLIC SAFETY BLDG	6,010.41
141380	TREACY, AL	REIMBURSE SCREEN PURCHASE	LEGAL - PROSECUTION	115.50
141381	ULINE	CABINET	SOLID WASTE OPERATIONS	628.82
	ULINE	1 SKID OF SUPER SACKS	WASTE WATER TREATMENT	1,245.28
141382	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	109.66
141383	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	822.36
141384	VERIZON	WIRELESS SERVICES	CRIME PREVENTION	22.55
	VERIZON		PURCHASING/CENTRAL	22.55
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		UTILITY BILLING	45.10
	VERIZON		PERSONNEL ADMINISTRATION	52.17
	VERIZON		PROPERTY TASK FORCE	56.59
	VERIZON		SEWER LIFT STATION	80.02
	VERIZON		EQUIPMENT RENTAL	101.69
	VERIZON		FACILITY MAINTENANCE	113.18
	VERIZON		CUSTODIAL SERVICES	135.73
	VERIZON		LEGAL-GENL	163.29
	VERIZON		OFFICE OPERATIONS	169.77
	VERIZON		PARK & RECREATION FAC	180.88
	VERIZON		FINANCE-GENL	189.87
	VERIZON		MUNICIPAL COURTS	199.28
	VERIZON		TRANSPORTATION	200.05
	VERIZON		RECREATION SERVICES	203.38
	VERIZON		COMMUNITY SERVICES UNIT	226.36
	VERIZON		YOUTH SERVICES	282.95
	VERIZON		WATER QUAL TREATMENT	312.35
	VERIZON		LEGAL - PROSECUTION	316.62
	VERIZON		WATER SUPPLY MAINS	320.12
	VERIZON		SOLID WASTE CUSTOMER	322.10
	VERIZON		DETENTION & CORRECTION	362.09
	VERIZON		POLICE INVESTIGATION	396.13
	VERIZON		EXECUTIVE ADMIN	399.55
	VERIZON		WASTE WATER TREATMENT	548.99
	VERIZON		STORM DRAINAGE	617.89
	VERIZON		COMPUTER SERVICES	625.54
	VERIZON		COMMUNITY	640.10
	VERIZON		GENERAL	785.98
	VERIZON		POLICE ADMINISTRATION	814.81
	VERIZON		ENGR-GENL	966.39
	VERIZON		UTIL ADMIN	2,087.33
	VERIZON		POLICE PATROL	3,011.99

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141385	WAAUDIOLOGY SRVCS	TESTING FEES	EXECUTIVE ADMIN	20.00
	WAAUDIOLOGY SRVCS		EXECUTIVE ADMIN	2,231.70
141386	WAVEDIVISION HOLDING	I-NET LEASE AND INTERNET FEES	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING		CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	980.22
141387	WAXIE SANITARY SUPPL	PUR TABS	CUSTODIAL SERVICES	18.58
	WAXIE SANITARY SUPPL	CLOROX	ER&R	42.28
141388	WELK, YVONNE	UB REFUND	WATER/SEWER OPERATION	233.15
141389	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	342.93
141390	WESTERN SYSTEMS	SOLAR ENGINES, MOUNTS AND BATTERIES	CITY STREET-GENL	22,653.88
141391	WESTERN TRUCK	EXHAUST BLANKET	ER&R	144.81
	WESTERN TRUCK	TORQUE ARMS	EQUIPMENT RENTAL	281.29
	WESTERN TRUCK	DIAGNOSE AND REPAIR #J034	EQUIPMENT RENTAL	7,792.29
141392	WHISTLE WORKWEAR	SHORTS-NEGRON	CUSTODIAL SERVICES	112.62
	WHISTLE WORKWEAR	SHORTS-SANDRE	CUSTODIAL SERVICES	118.55
141393	WORKSAFE SERVICE	TESTING FEES	PERSONNEL ADMINISTRATION	140.00
141394	ZIPLY FIBER	ACCT #4253976325	PARK & RECREATION FAC	59.29

**WARRANT TOTAL: 500,494.50**

REASON FOR VOIDS:  
 INITIATOR ERROR  
 CHECK LOST/DAMAGED  
 UNCLAIMED PROPERTY

CHECK #138891 INITIATOR ERROR (44.00)  
 CHECK #140518 INITIATOR ERROR (204.40)  
 CHECK #140648 INITIATOR ERROR (180.00)


**500,066.10**

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 8, 2020**

<b>AGENDA ITEM:</b> An Ordinance to adopt the CDBG 2020-2024 Consolidated Plan.	<b>AGENDA SECTION:</b> Public Hearing	
<b>PREPARED BY:</b> Amy Hess, Associate Planner	<b>APPROVED BY:</b> 	
<b>ATTACHMENTS:</b> 1. Consolidated Plan Executive Summary 2. Citizen Advisory Committee Recommendation 3. Ordinance Adopting CDBG 2020 – 2024 Consolidated Plan	<b>MAYOR</b>	<b>CAO</b>
	<b>BUDGET CODE:</b>	

**DESCRIPTION:**

The City of Marysville is an entitlement community eligible to administer the Community Development Block Grant (CDBG) federal program. In order to administer the CDBG federal program the City of Marysville is required to adopt a Consolidated Plan, consisting of a five-year strategic plan and a one-year action plan. The [PY2020 Action Plan](#) is the first annual plan of the five-year plan.

A [DRAFT 2020 – 2024 Consolidated Plan](#) describing Marysville’s needs, resources, priorities, strategies, objectives, and proposed activities to be undertaken with respect to HUD programs, including the CDBG programs, was prepared in collaboration with residents, community organizations, and other stakeholders. You can access the 2020 – 2024 Consolidated Plan by clicking on the hyperlink above.

The Citizen Advisory Committee (CAC) reviewed the Draft Consolidated Plan and provided a written consensus of a recommendation approval.

<b>RECOMMENDED ACTION:</b> Adopt the Ordinance for the CDBG 2020 – 2024 Consolidated Plan.
<b>COUNCIL ACTION:</b>



**COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM**

**2020-2024 Consolidated Plan**

**Executive Summary**

**City of Marysville**

**Community Development Department**

80 Columbia Avenue

Marysville WA 98270

360.363.8100

[marysvillewa.gov](http://marysvillewa.gov)

## **Executive Summary**

The *City of Marysville 2020-2024 Consolidated Plan* provides a framework to guide the City of Marysville in investing Community Development Block Grant (CDBG) funds to address local priority housing and community development needs that primarily benefit low- and moderate-income persons.

The Consolidated Plan is a comprehensive planning document that the City prepared in collaboration with residents, public and nonprofit agencies, and other stakeholders through consultations and a citizen participation process. The Consolidated Plan was informed by quantitative and qualitative data collected via communications with public and nonprofit agencies and citizens, surveys, public meetings, a public hearing, and general research.

The Consolidated Plan is a requirement of the U.S. Department of Housing and Urban Development (HUD) for receiving and administering CDBG funds. This Con plan will be in effect from July 1, 2020 through June 30, 2024.

## **Evaluation of past performance**

There has been great success in assisting underserved populations with household repairs and chores, food security programs, filling gaps infrastructure, and improving public facilities. These services have allowed individuals to retain their independence and remain in their homes, increase food security, and provide increased access to improved facilities. The agencies receiving CDBG funds are providing a much-needed service and acting in a timely manner.

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

A number of Capital Improvement projects were also completed which improved access to, and improved facilities, for low-moderate income individuals.

The above mentioned past performances, as well as evaluation and performance review, helped guide the City in its establishment of goals and projects for the next five years.

## ***Priority Needs***

The City has identified the following Priority Needs in the Con Plan:

- Housing
- Homelessness
- Non-homeless Special Needs
- Non-housing Community Development



- Economic Development

## Annual Action Plan Activities

The City was awarded \$385,261 for Program Year (PY) 2020. Funds from prior year projects that were able to be completed under budget were included in the allocations, for a total amount of \$396,286 being awarded for PY2020.

After the COVID-19 outbreak, HUD implemented waivers to assist jurisdictions in preparing, responding and recovery from the pandemic. One of these waivers was suspending the 15% cap on Public Service Activities. The City re-opened the application process soliciting agencies that could provide services to prevent, prepare, and respond to the outbreak utilizing funds that were received in excess of initial estimates. The total amount to be re-programmed for COVID-19 relief was \$32,971.

The following activities were recommended to be awarded PY 2020 funds and are included in the 2020 Annual Action Plan (AAP), which is submitted as part of the 2020-2024 Con Plan:

Organization	Activity	PY2020 CAC Recommendation
<b>CAPITAL PROJECTS</b>		
City of Marysville Parks	Cedar Field Playground	\$82,570
Homage Senior Services of Snohomish County	Minor Home Repair	\$95,000
Boys & Girls Club	Capital Upgrades	\$62,900
<b>TOTAL (59.56%)</b>		<b>\$240,470</b>

Organization	Activity	PY2020 CAC Recommendation
<b>PUBLIC SERVICES (15% maximum <b>SUSPENDED</b>)</b>		
Marysville Community Food Bank	Food for Thought Backpack Program	\$21,200
Homage Senior Services of Snohomish County	Meals on Wheels	\$15,900
Housing Hope	"Beachwood Apartment" Supportive Services - Homelessness	\$19,515
Seattle Goodwill	COVID-19 relief; rental assistance, food services	\$32,971

<b>TOTAL (23.73%)</b>		<b>\$89,586</b>
<b>Organization</b>	<b>Activity</b>	<b>PY2020 CAC Recommendation</b>
<b>ADMINISTRATION (20% maximum)</b>		
City of Marysville	Planning and Administration	\$66,230
<b>TOTAL (16.71%)</b>		<b>\$66,230</b>

## ***2020-2024 Strategic Plan***

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

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

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

As the City pursues these strategies and objectives over the next five years, the affordability of decent rental and owned housing units for Marysville’s low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs, should increase. Continued support for public services should aid in the availability, accessibility, and sustainability of a suitable living environment for low- and moderate-income residents. The completion of public facilities improvements will add to the availability, accessibility and sustainability of a suitable living environment for low- and moderate-income residents.



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

## **CAC Recommendation - 2020 - 2024 CDBG Consolidated Plan**

The City of Marysville held public meetings on June 4, 2019 in both Marysville and Everett, and in Sultan June 5, 2019, to obtain feedback for the 2020 – 2024 CDBG Consolidated Plan (ConPlan), which includes an assessment of Marysville’s demographics, conditions, resources, and needs affecting housing and community development. The ConPlan also includes a *5-year strategic plan* and *annual action plan* for revitalizing neighborhoods, economic development, and providing improved community facilities and services. After review of the ConPlan and consideration of public comments received and testimony presented, the Citizen Advisory Committee for Housing and Community Development (CAC) does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

### **FINDINGS:**

1. The Community Development Department held joint public meetings with Snohomish County, City of Everett, and local Housing Authorities, on June 4, 2019 in both Marysville and Everett, and in Sultan on June 5, 2019, to obtain input on Marysville’s priority community development needs and goals for 2020 – 2024 in preparation of the ConPlan.
2. The 2020 – 2024 CDBG ConPlan was developed through the Citizen Participation Process (CPP) outlined in Appendix A of the 2020-2024 ConPlan. Citizen participation was accomplished through public meetings and hearings, distribution of surveys to housing and social services agencies, city officials and administrators, communications with public and private agencies, advertising in the Marysville Globe, sending electronic notice and posting notice on the City’s web page and social media sites.
3. The DRAFT 2020 – 2024 CDBG ConPlan was published for 30-day public review in accordance with the CPP, by providing a link to the ConPlan in the Marysville Globe, sending a link to the mailing list of interested agencies and persons, making copies of the ConPlan available at the Marysville Public Library, City Clerk’s office, Community Development Department, the City’s web page, and City social media sites. Public comments received during the public comment period will be reviewed and incorporated as appropriate.
4. The CAC reviewed the Draft ConPlan, Draft Annual Action Plan, and public comments received related to the Plans.

### **CONCLUSIONS:**

The CAC provided written consensus of approval, and recommended adoption of the *2020 – 2024 CDBG ConPlan*, and *2020 Annual Action Plan*.

### **RECOMMENDATION:**

Forwarded to the Marysville City Council as a Recommendation of **APPROVAL** of the *2020 – 2024 CDBG ConPlan* and *2020 Annual Action Plan* by the CAC this **March, 2020**.

By:   
 Greg Kanen, CAC Chair

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

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

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
ADOPTING THE 2020 – 2024 COMMUNITY DEVELOPMENT BLOCK  
GRANT CONSOLIDATED PLAN PURSUANT TO TITLE 24 OF THE CODE  
OF FEDERAL REGULATIONS (CFR) PART 91.**

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

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

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

WHEREAS, in preparation of the 2020 – 2024 Consolidated Plan, the Community Development Department held joint public meetings with Snohomish County and the City of Everett in both Marysville and Everett on June 5, 2019, and in Sultan on June 5, 2019, in order to obtain information regarding Marysville's most critical needs, subpopulations most affected, strategies for addressing those needs, and barriers related to housing and community development; and

WHEREAS, a DRAFT 2020 – 2024 Consolidated Plan describing Marysville's needs, resources, priorities, strategies, objectives, and proposed activities to be undertaken with respect to HUD programs, including the CDBG programs, was prepared in collaboration with residents, community organizations, and other stakeholders in accordance with 24 CFR part 91; and

WHEREAS, in order to obtain comments from citizens, public and nonprofit agencies and other interested parties, the DRAFT 2020 – 2024 Consolidated Plan was released for 30-day public review on March 7, 2020, in accordance with 24 CFR part 91; and

WHEREAS, in order to afford a reasonable opportunity to examine and submit comments on the DRAFT 2020 – 2024 Consolidated Plan, a summary of the contents was published in the Marysville Globe, sent electronically to the mailing list of interested agencies and persons maintained by the Community Development Department, and copies were made available at the Marysville Public Library, City Clerk's Office, Community Development Department, City of Marysville's web page, and social media sites. In addition, the DRAFT 2020 – 2024 Consolidated Plan was made available in a format accessible to persons with disabilities, upon request; and

WHEREAS, written comments received during the 30-day public review, and oral comments received during the public hearing, were considered in preparation of the FINAL 2020 – 2024 Consolidated Plan; and

WHEREAS, the Citizen Advisory Committee reviewed the Draft Plan and made a recommendation to the City Council to approve the 2020-2024 Consolidated Plan; and

WHEREAS, a summary of the written and oral comments are included as an attachment to the FINAL 2020 – 2024 Consolidated Plan; and

WHEREAS, on April 20, 2020, the Marysville City Council reviewed the Citizen Advisory Committee's recommendation relating to the adoption of the FINAL 2020 – 2024 Consolidated Plan;

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

Section 1. The document entitled "2020 – 2024 Consolidated Plan," is hereby adopted pursuant to 24 CFR Part 91. A copy of said Plan shall be made available for inspection and review at the office of the City Clerk and the office of Community Development.

Section 2. The Director of Community Development is hereby directed to forward the 2020 – 2024 Consolidated Plan to Snohomish County to include as part of the Housing Consortia's Consolidated Plan, which will in turn submit to HUD for approval in accordance with 24 CFR Part 91.

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

Section 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MARYSVILLE

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

Attest:

By: \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

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

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

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


# *Index #6*



**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 8, 2020**

<b>AGENDA ITEM:</b>	
Highway Safety Improvement Program (HSIP) Projects – 3 <sup>rd</sup> to 80 <sup>th</sup> Street Supplemental Agreement No. 6 to the Professional Services Agreement with KPG	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> ↓
Patrick Gruenhagen, Project Manager	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Supplemental Agreement No. 6	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1302	\$0
<b>SUMMARY:</b>	
<p>The City contracted with KPG, Inc. on September 9, 2013 to provide the City with professional engineering design services for a series of transportation improvement projects that received grant funding through the Federal Highway Administration’s Highway Safety Improvement Program. (HSIP). The project now includes:</p> <ul style="list-style-type: none"> <li>• Replacement of an antiquated signal system at 80th Street NE/State Ave, including the redesign of the intersection to provide for dual ADA ramps at all corners and proper spacing between pedestrian push buttons.</li> <li>• Refinement of signal operations and phasing on State Avenue at 3rd, 4th, 6th, 8th and 76th, incorporating new signal heads where warranted, improving signal head visibility through installation of retroreflective tape, upgrading pedestrian displays to “countdown type,” and improving railroad “preemption timing” at intersections adjacent to grade crossings.</li> </ul> <p>Design for the project remains at 90% completion. Right-of-way acquisition for the project has delayed completion of the design. Design can only be completed once right-of-way is complete and the project is bid. Staff anticipate that all right-of-way will be acquired this fall, setting the stage to bid the project later this year with the majority of construction taking place in 2021.</p> <p>The City’s agreement with KPG presently has an expiration date of June 15, 2020. The attached Supplement Agreement No. 6 extends that end date to December 31, 2020. Work to be completed under KPG’s existing scope of services includes final plans and specifications.</p>	
<b>RECOMMENDED ACTION:</b>	
Staff recommends that Council authorize the Mayor to sign and execute the attached no-cost Supplemental Agreement No. 6 to the City’s Professional Services Agreement with KPG, Inc., extending the agreement end date to December 31, 2020.	
<b>RECOMMENDED MOTION:</b>	
I move to authorize the Mayor to sign and execute the supplemental agreement.	



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number</b> <u>6</u>		Organization and Address	
Original Agreement Number R-1302		KPG, Inc. 2502 Jefferson Ave. Tacoma, WA 98402 Phone: (253) 627-0720	
Project Number HSIP-2691 (005)	Execution Date	Completion Date December 31, 2020	
Project Title State Avenue - 3rd St. to 80th St. NE HSIP Improvements	New Maximum Amount Payable \$240,880.83		
Description of Work Remaining work involves production of final bid documents and providing assistance to the City in response to plan-holder questions during advertisement for construction. This work has been delayed due to time necessary to acquire right-of-way.			

The Local Agency of City of Marysville

desires to supplement the agreement entered in to with KPG, Inc.

and executed on September 9, 2013 and identified as Agreement No. R-1302

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 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: All work shall be completed by December 31, 2020.

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

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.

By: Nelson Davis By: \_\_\_\_\_

Nelson Davis

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"  
Summary of Payments

	Basic Agreement	Supplement # 1	Supplement # 2	Supplement # 3	Supplement # 4	Supplement # 5	Supplement # 6	Total
Direct Salary Cost	\$52,412.65	\$0.00	\$6,236.46	\$0.00	\$5,481.20	\$0.00	\$0.00	\$64,130.31
Overhead (Including Payroll Additives)	\$76,407.16	\$0.00	\$7,351.54	\$0.00	\$8,040.92	\$0.00	\$0.00	\$91,799.62
Direct Non-Salary Costs	\$65,311.80	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,711.80
Fixed Fee	\$15,723.80	\$0.00	\$1,870.94	\$0.00	\$1,644.36	\$0.00	\$0.00	\$19,239.10
Total	\$209,855.41	\$0.00	\$15,858.94	\$0.00	\$15,166.48	\$0.00	\$0.00	\$240,880.83

# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 8, 2020**

<b>AGENDA ITEM:</b>	
Amendment No. 1 to Everett and JOA Participants Water Supply Contract	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Karen Latimer, Utility Manager	
<b>DEPARTMENT:</b>	
Public Works – Water Division	
<b>ATTACHMENTS:</b>	
Amendment No. 1 to Everett and JOA Participants Water Supply Contract	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
N/A	N/A
<b>SUMMARY:</b>	

On October 15, 1991, the City of Everett and the JOA Participants (Participants), consisting of City of Marysville, Snohomish County PUD No. 1, and the Tulalip Tribes, entered into a water supply contract (Contract). The Participants are currently negotiating a replacement contract; however, this work will not be completed before the current Contract expires on July 1, 2020. The Participants desire to extend the Contract for one year, to give time for conclusion of negotiations and approval by the Participants' respective governing bodies.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute Amendment No. 1 to the Everett and JOA Participants Water Supply Contract.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute Amendment No. 1 to the Everett and JOA Participants Water Supply Contract.

**AMENDMENT NO. 1  
TO  
EVERETT AND JOA PARTICIPANTS  
WATER SUPPLY CONTRACT**

This AMENDMENT NO. 1 TO WATER SUPPLY CONTRACT (this “*Amendment*”) is dated for reference purposes the \_\_\_ day of June, 2020, and is by and between the City of Everett, a Washington municipal corporation (“*Everett*”), and the City of Marysville, a Washington municipal corporation (“*Marysville*”), and Public Utility District No. 1 of Snohomish County, a Washington municipal corporation (“*PUD*”) and the Tulalip Tribes (“*Tribes*”), a federally recognized Indian Tribe, hereinafter referred to as “*Participants.*”

**RECITALS**

- A. The Participants are each authorized to operate water systems and to enter into agreements regarding water.
- B. The Participants are parties to a Water Supply Contract dated October 15, 1991 (the “*1991 Water Supply Contract*”).
- C. The 1991 Water Supply Contract expires on July 1, 2020. The Participants are currently negotiating a replacement contract, which should be ready for consideration later in 2020.
- D. The Participants desire to extend the 1991 Water Supply Contract for one year, to give time for conclusion of negotiations and for consideration by the Everett City Council, Marysville City Council, the PUD Commission, and the Tribal Council.

**AGREEMENT**

The Participants agree as follows:

1. Amendment to Section 8. Section 8. of the 1991 Water Supply Contract is hereby amended to read as follows:

The term of this Contract shall be in full force and effect and binding upon the parties until July 1, 2021. The Participants shall have a right to renew this Contract for an extended term of similar duration and for a quantity of water consistent with the demands projected by the CWSP.

2. Full Force and Effect. All provisions of the 1991 Water Supply Contract remain in full force and effect, except as expressly modified by this Amendment.

*[Signature pages follow]*

**CITY OF MARYSVILLE (“MARYSVILLE”)**

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

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

---

**CITY OF EVERETT (“EVERETT”)**

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY



**SNOHOMISH PUBLIC UTILITY  
DISTRICT NO. 1 (“PUD”)**

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MANAGER

**TULALIP TRIBES (“TRIBES”)**


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TRIBAL CHAIR

# *Index #8*

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

**CITY COUNCIL MEETING DATE: June 8, 2020**

<b>AGENDA ITEM:</b>	
Nonexclusive Amendment to Communications Site Sublease/License with the US Coast Guard	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kari Chennault, Asst. Public Works Director	
<b>DEPARTMENT:</b>	
Public Works	
<b>ATTACHMENTS:</b>	
2 partially executed Site Subleases/Licenses	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40100362.325000	(\$3,000)
<b>SUMMARY:</b>	

The current Site Sublease/License with the United States Coast Guard expired in 2019. This new site sublease will extend the terms of the previous lease through December 31, 2022 and increase the annual rental rate to \$3,000 with a proposed 3% annual increase thereafter.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Communications Site Sublease/License with the US Coast Guard.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the Communications Site Sublease/License with the US Coast Guard.

**NONEXCLUSIVE COMMUNICATIONS SITE SUBLEASE/LICENSE  
UNITED STATES COAST GUARD**

1. The City of Marysville (City) subleases premises to the United States Coast Guard (USCG) for the location of communications equipment under the terms of a Nonexclusive Communications Site Sublease/License dated May 11, 2004, (attached as Exhibit A), which has been subsequently renewed.

2. The City and the USCG desire to extend the existing sublease of the premises through December 31, 2022 and at a rental rate of \$3,000.00 per month and payable monthly through electronic funds transfer. The rental rate will increase by three percent (3%) for the second year and third year, resulting in monthly rental rates of \$3,090.00 per month for the second year and \$3,182.70 per month for the third year.

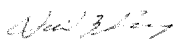
3. This extension and payment of any costs associated with this sublease is contingent on Congressional approval of funding for the ensuing fiscal years.

4. To avoid any conflict between the language of Paragraph 9.f, "Tax Imposed on the City" and the Anti-Deficiency Act, the parties have agreed to remove the tax reimbursement requirements of Paragraph 9.f. In order to avoid such conflict of law issues and at the same time avoid any issues with internal references within the agreement, Paragraph 9.f is hereby amended to read as follows:

f. **Intentionally Left Blank.**

5. Except for the above provisions, all terms and conditions of the original Nonexclusive Communications Site Sublease/License dated May 11, 2004, remain in full force and effect.

6. This renewal is effective on the date of the last signature below.

UNITED STATES COAST GUARD  
 Digitally signed by  
  
 BRUMLEY.DAVID.E.11741  
 04758  
 Date: 2020.04.30 12:03:10  
 Dated: April 30, 2020  
 Real Estate Contracting Officer  
 U.S. Coast Guard  
 Date: 2020.04.30 12:03:10  
 David Brumley, Real Estate Contracting Officer

**CITY OF MARYSVILLE**

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

Dated: \_\_\_\_\_, 2020

Attest:

Approved as to form:

\_\_\_\_\_  
Tina Brock, Deputy City Clerk

\_\_\_\_\_  
Jon Walker, City Attorney

## NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE

THIS NONEXCLUSIVE COMMUNICATION SITE SUBLEASE/LICENSE (this "Licensee") is made by and between the City of Marysville, a municipal corporation and political subdivision of the State of Washington (hereinafter sometimes called "the City" ), and The United States Department of Justice (hereinafter sometimes called "Co-locator," "USDOJ" or "licensee") this 1<sup>st</sup> day of May, 2004.

### RECITALS

- I. The City has entered into a Communication Site Lease (the "Master Lease") with Snohomish County Emergency Radio System ("SERS"), a Washington Interlocal non-profit corporation.
- II. Under the Master Lease SERS has or is expected to construct a Communication Facility consisting of an antenna and related structures on the premises.
- III. Under the Master Lease, the City has the exclusive right to enter into sublease agreements or equivalent licensing agreements with third-party co-locators.
- IV. USDOJ desires to enter into a sublease or license with the City on the terms and conditions of this Sublease/License.

### AGREEMENT

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

1. **RECOGNITION AND ACKNOWLEDGMENT OF MASTER LEASE.** Unless specifically provided otherwise herein, Licensee hereby recognizes, acknowledges and agrees to be fully bound to the terms of the Master Lease and all exhibits, schedules, General Terms and Conditions and Site Standards, Conditions and Interference Mitigation Requirements referenced in, attached to or incorporated into the Master Lease.
2. **WARRANTY OF CITY.** The City hereby warrants that the Master Lease is in full force and effect as of the date of this Sublease/License. The City agrees to continue to perform in accordance with the terms and conditions of the Master Lease. Except for the foregoing warranty, the City makes no warranty to Licensee either express or implied, concerning the Master Lease, the premises, or the suitability of the premises and improvements for Licensee's intended use.
3. **NONEXCLUSIVE.** This is a nonexclusive Sublease/License and Licensee

/wpf/mv/comm.lease DOJ

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

4. **PRECONDITIONS.** The City's performance under this Sublease/License is expressly preconditioned upon SERS's and the City's execution of the Master Lease and SERS's construction of the improvements required by the Master Lease to create a facility upon which Sublessee may co-locate. Should SERS not enter into the Master Lease, or should SERS fail to construct improvements required by the Master Lease, or should any preconstruction interference study conducted by or delivered to the City show that Licensee's agreed equipment will cause interference as the City may determine, at the option of the City, the City may declare this Sublease/License null and void and of no force and effect. Except as to any preconditions recognized by this paragraph, the parties shall be fully bound to this Sublease/License upon the stated effective date and licensee shall fully pay all rents and other charges due and perform all obligations of Licensee from and after the commencement date.

5. **PREMISES.** The City agrees to sublease or license to Licensee and Licensee agrees to lease or license from the City, upon the terms and conditions set forth herein, those areas and locations on the antenna, those related connectors, equipment, conduits and lines, and those storage areas described in detail on **Exhibit A** ("the connection and storage areas" or the "premises"). The connection and storage areas are located on premises depicted in an Area Map and Site Plans with legal description set out in detail in **Exhibit A** hereto (the "Site"). The connection and storage areas are part of an antenna and structures on the site described in detail in **Exhibit A** (the "Equipment and Structures List"). By taking possession of the premises, Licensee accepts the premises in their existing condition. The City makes no representation or warranty with respect to the condition of the premises and site and the City shall not be liable for any latent or patent defect in the premises or the site.

6. **TERM.**

The initial term shall be commence on \_\_\_\_\_ 2004 and expire on September 30, 2004. Thereafter, the term shall be for total of up to five years, consisting of five one year periods of licensee's fiscal year of October 1, to September 30 of the following year. Licensee shall give City notice 60 days before the expiration of a fiscal year of renewal for the following fiscal year.

7. **OPTION TO EXTEND.** So long as the same is not prohibited by the Master Lease, the City has not exercised any rights to terminate this Sublease/License, and Licensee has faithfully and fully performed all terms and conditions of this Sublease/License, Licensee shall have the right to extend this Sublease/License on the following terms and conditions:

- a. **Notice.** Between one hundred eighty (180) days before and one hundred



fifty (150) days before the termination date, Licensee shall give the City written notice of its intent to extend this Sublease/License. Said notice shall be addressed and mailed in accordance with paragraph 31 of this Sublease/License.

b. **Rate Study.** Upon receipt of the notice, the City shall cause a rate study to occur to determine the fair market rental for the extended term of the lease. The results of the said study shall determine the rental for the extended period of the lease.

c. **Length of Extension.** Upon exercise of an option to extend, the term may be extended as permitted under the terms of this Sublease/License for two (2) additional five (5) year periods consisting of annual terms matching Licensee's fiscal year.

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

8. **EQUIPMENT TO BE ATTACHED.** Licensee may attach to the antenna and structures only the equipment, connectors conduits and line expressly set out in **Exhibit A** (the "agreed equipment"). Said agreed equipment shall be installed in accordance with the plans and specifications set out in **Exhibit A**. The City may require that Licensee submit an interference study to the City demonstrating that the agreed equipment will not cause interference with existing and contemplated equipment to use the premises. Licensee may not use the premises for any other purpose.

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

a. **SERS Siting Fee.** Licensee agrees to pay a siting fee to SERS in an amount set out in the General Terms and Conditions to the Master Lease. The siting fee will be negotiated between SERS and USDOJ. Said fee shall be paid upon execution of this Sublease/License.

b. **City Siting Fee.** Licensee agrees to pay a siting fee to the City in the amount of TWO THOUSAND DOLLARS (\$2,000.00). Said fee shall be paid upon execution of this Sublease/License.

c. **Annual Base Rent.** Licensee shall pay the City annual base rent in the amount amount of \$12,000. Base rent for the initial term shall be paid within thirty (30) days of expiration of the initial term. Thereafter annual base rent shall be due and payable within thirty days (30) of the expiration of each fiscal year. Should the City allow

allow Licensee to add to or change the equipment to be attached, any agreement addressing the addition to or change of equipment shall address adjustment of the annual base rent and any pro-ratio to account for additions or changes in the middle of a lease year.

d.. **Adjustment of Annual Base Rent.** The annual base rent shall be adjusted beginning with the lease year commencing on the third anniversary of the commencement date. Said increase shall be a 3% increase.

e. **Insurance Cost.** If as a result of this Sublease/License the City's cost for any insurance shall increase, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

f.. **Utilities Cost.** If all of the utilities to Licensee's equipment and facilities are not separately metered and billed to Licensee, but the said utility is billed to the City and increases the City's cost for utilities, the City shall invoice Licensee for the increased cost on the anniversary of the commencement date. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

g.. **Tax Imposed on the City.** Should any tax be imposed on the City for or on account of this Sublease/License, or the City's receipt of payments under this Sublease/License, upon the City's payment of said tax, the City shall invoice Licensee for the tax imposed upon the City. Licensee shall pay the City's invoice within thirty (30) days of the postmark on the City's mailing of the invoice. Said reimbursement shall be deemed to be additional rent.

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

10. **INTEREST.** In addition to all other charges, in the event a payment is not paid when due, Licensee shall pay to the City interest in compliance with the Prompt Payment Act.

11. **TAXES.** Licensee is exempt from the payment of state and local taxes associated with this Sublease/License.

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

a. **Installation.** Licensee may use the connection and storage areas to install, maintain and operate the agreed equipment. This use shall be nonexclusive. Installation

shall be done under the supervision of the City or its designee. The City may forbid installation of any material, even if part of the agreed equipment, if in the City's sole judgment, reasonably exercised, the material will damage the property or interfere with the rights of SERS, the City, or any present or prospective co-locator. All expenses of installation of Licensee's equipment shall be at the sole cost and expense of Licensee. Licensee shall paint the color of its facilities as the City may direct.

b. **Compliance With Law; Waste.** Licensee shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of equipment and use of the premises. Licensee shall not permit, and shall not cause waste upon the premises.

c. **Removal.** The Licensee shall remove its equipment and materials from the premises upon the termination of this Sublease/License at its own expense. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the premises, including that of SERS, the City or any co-locator. If, however, Licensee requests permission not to remove all or a portion of its equipment and materials, and the City consents to such non-removal, title to the affected equipment and materials shall thereupon transfer automatically as of the date of the request to the City and the same shall thereafter be the sole and entire property of the City and Licensee shall be relieved of the duty to otherwise remove the same. If Licensee is required to remove its materials and equipment, Licensee shall restore the affected area of the premises to the reasonable satisfaction of the City. All costs and expenses of removal and restoration shall be borne by Licensee and to the extent permitted by applicable Federal Law, Licensee shall hold the City harmless from any portion thereof.

13. **EQUIPMENT AND MATERIALS UPGRADE.** Licensee may not replace or alter its materials, installation and equipment without the agreement of the City, including any required agreement for the adjustment of the annual base rent.

14. **MAINTENANCE.**

a. Licensee shall, at its own expense, maintain any equipment on or attached to the premises in a safe condition, in good repair and in a manner suitable to the City so as not to conflict with the use of or other leasing of the premises by the City. Licensee shall not interfere with the use of the antenna, the premises, related facilities or other equipment of SERS and any co-locators.

b. Licensee shall have sole responsibility for the maintenance, repair and

security of its equipment and personal property and sub-leasehold improvements and shall keep the same in good condition and repair during the sublease/license term.

c. Licensee shall keep the premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. Should the City, SERS or a co-locator undertake painting, construction or other alterations on the antenna, Licensee shall take reasonable measures at Licensee's sole cost to cover and/or protect Licensee's equipment, personal property or materials.

15. **LIENS.** Licensee acknowledges that the City and the premises may not, and shall not, be subject to claims for liens for labor and materials, and shall keep the premises and any other property of the City free from any liens for work, labor, materials or services delivered to Licensee, or claimed by or through Licensee. To the extent and manner provided by Federal Law, Licensee shall indemnify, defend and hold the City harmless from and against any such claims or liens and the City's attorney's fees and costs incurred in connection therewith.

16. **PREMISES ACCESS.**

a. Licensee at all times during this Sublease/License, subject to notice requirements to the City as set out below, and subject to rules that SERS and/or the City may from time to time implement and issue, shall have vehicle access through existing gates and driveways to the antenna and premises.

b. Licensee shall request access to the premises twenty-four (24) hours in advance, except in an emergency.

c. The City may at all times enter upon those portions of the premises occupied by Licensee to examine and inspect the premises for safety and to ensure that the Licensee is complying with the provisions of this Sublease.

17. **UTILITIES.** Unless separate metering is not available, Licensee shall arrange for separate metering of its utilities associated with its use as permitted by this Sublease/License. Licensee shall pay all costs associated with arranging for said metering and Licensee shall pay all utility charges as and when they come due. Licensee may not install an emergency power generator or alternate power system on the premises without the consent of the City. The City in its sole discretion may refuse to grant consent. Should the City consent, and an emergency generator or alternate power system is installed by Licensee, the system shall conform to all fire prevention regulations of the fire district, all requirements of the Public Utility District No. 1 of Snohomish County, and all regulations of any other agency with jurisdiction. The City shall not be liable for the interruption of utility services or failure of emergency power or any damages or

losses resulting from such interruption or failure.

18. **LICENSE FEES.** Licensee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for or occasioned by Licensee's use of the premises, if any.

19. **INTERFERENCE.** Licensee's installation, operation, and maintenance of the agreed equipment shall not damage or interfere in any way with SERS's operations, the City's operations or the operation of other co-locators. Licensee agrees to immediately cease upon actual notice activities which materially interfere with other operations. The City at all times during this Sublease/License reserves the right to take any action it deems necessary in its sole discretion to repair, maintain, alter or improve the premises.

The City may at any time obtain an interference study to determine if Licensee's activities interfere with the use and operation of other communication facilities on the antenna which pre-existed Licensee's agreed equipment. If Licensee's agreed equipment causes interference, Licensee shall take all measures reasonably necessary to correct and eliminate the interference and reimburse the City the cost of the interference study. If the interference cannot be eliminated in a reasonable time, Licensee shall immediately cease operating its equipment until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, the City may terminate this Sublease/License.

The City may receive requests to sublease to co-locators. If after installation of Licensee's agreed equipment the City proposes to enter into a sublease with a co-locator, the City will advise Licensee of the proposal, and the City will supply Licensee with such information as the third party will provide for review for noninterference. Licensee shall have thirty (30) days to review and comment on the information supplied. If Licensee does not object in writing within the said thirty (30) days, then Licensee shall be deemed to have consented to the co-location and shall be conclusively deemed to have agreed that the proposal will not cause interference with Licensee's agreed equipment and operation. If Licensee timely objects, and the City verifies the objection, the City will not proceed with the proposal, unless the proposal is reasonably modified to avoid interference.

Notwithstanding the provisions of the previous paragraph, the City does not guarantee to Licensee subsequent noninterference with Licensee's agreed equipment. Further, regardless of the provisions of the previous paragraph, the City itself, SERS, or any governmental unit may be allowed to operate or place facilities on the antenna regardless of actual or potential interference with Licensee's use. In such event, Licensee may terminate this sublease on thirty (30) days notice to the City.

20. **INSURANCE.** Licensee is self insured.

21. **INDEMNIFICATION.** To the extent and in the manner provided by Federal Law, Licensee shall, at its sole cost and expense, indemnify and hold harmless the City, its elected officials, Council members, employees, agents, attorneys and contractors (collectively "indemnitees") from and against:

a. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation reasonable fees and expenses of attorneys, expert witnesses and consultants) which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Licensee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible and intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, reconstruction, remodel, revision, installation, operation, maintenance, use of condition of the premises, Licensee's agreed equipment, or Licensee's failure to comply with any federal, state, or local statute, ordinance or regulation.

b. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation reasonable fees and expenses of attorneys, expert witnesses and other consultants) which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplied provided to or supplied to Licensee, its contractors or subcontractors for the installation, construction, operation, maintenance or use of the premises or Licensee's agreed equipment, and upon request of City Licensee shall immediately cause any claim against the premises to be released and discharged.

The indemnity provided for herein shall remain in full force and effect despite the negligence of the Indemnitees. Licensee shall have no obligation to indemnify the City for the sole negligence of the Indemnitees. This indemnity shall survive any termination of this Sublease/License.

22. **RELEASE OF CLAIMS.** Licensee hereby releases the City for all claims for damages which may arise from defects in the antenna and related structures on the premises, or which may arise from the existing or future water storage tank and appurtenances on the premises, or for damage by storm, rain, leakage or any natural occurrence.

23. **HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.**

a. **Definitions.** "Hazardous Materials" as used in this Sublease shall mean:

- i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease producing substances; or
- ii. Any dangerous waste or hazardous waste as defined in:
  - (a) Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105);
  - (b) Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq); or
- iii. Any hazardous substance as defined in:
  - (a) Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (43 U.S.C. Sec. 9601 et seq); or
  - (b) Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or
- iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by applicable federal, state or local laws or regulations as now existing or hereafter amended.

**b. Environmental Compliance.**

i. In the use and occupancy of the Premises, the Licensee shall, at the Licensee's own expense, comply with all federal state and local laws and regulations now or hereafter in effect related to hazardous materials and the environment which are applicable to the premises, Licensee's business or any activity or condition on or about the premises (the "environmental laws"). The Licensee warrants that its business and all its activities to be conducted or performed in, or about the premises shall comply with all of the environmental laws. The Licensee agrees to change, reduce, or stop any noncomplying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this sublease to comply with the environmental laws.

ii. The Licensee shall not, without first obtaining the City's prior written approval, use generate, release, handle, spill, store, treat, deposit,

transport, sell or dispose of any hazardous materials in, on or about the premises. In the event, and only in the event, that the City approves any of the foregoing, the Licensee agrees that such activity shall occur safely and in compliance with the environmental laws.

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

iv. The Licensee, at its own expense, in a timely manner shall make all reports, including self reports, and supply all submissions required to comply with all environmental laws. If the Licensee shall fail to fulfill this duty, at its option the City may fulfill such reporting requirements, and bill the cost thereof to Licensee as if the same was additional rent, or the City may employ the default provisions of this Sublease. All of the City's remedies shall be cumulative, and the exercise of one remedy shall not be deemed to be a waiver or release of any other remedy. Licensee's environmental obligations shall survive a termination of this Sublease.

v. Should any governmental or regulatory authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any action of Licensee whereby a deposit, spill, discharge or other release of hazardous materials occurs during the term of this Sublease/License, then Licensee shall, in a timely manner and at the Licensee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Licensee shall then carry out all such cleanup and remediation plans at its own expense. Any such cleanup and remediation plans are subject to the City's prior written approval. Although the City reserves the right to review and approve such cleanup and remediation plans, the City assumes no responsibility for such plans or their compliance with the environmental laws.

c. **Environmental indemnity.** To the extent and in the manner provided by Federal Law, the Licensee shall be fully and completely liable to the City for, and shall fully save and indemnify the City from, any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any governmental or regulatory authority arising out of the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of hazardous materials on or about the premises. In addition, Licensee shall indemnify and save the City harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees for injuries to persons or death, property damage, loss or costs caused by the Licensee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or



sale of hazardous materials by the Licensee. For the purposes of this paragraph, "Licensee" shall be construed to mean Licensee, or any of its agents, representatives, employees or contractors. This indemnity shall survive the termination of this Sublease/License.

d. **Remediation on Lease/License Termination.** Upon expiration or earlier termination of this Sublease/License, Licensee shall remove, remediate or clean up any hazardous materials on or emanating from the premises, occasioned by Licensee, and Licensee shall undertake whatever other action may be necessary to therefore bring the premises into full compliance with environmental laws. Licensee shall submit its plan of cleanup to the City for review and approval. Notwithstanding review and approval by the City, the City assumes no responsibility for any plan of cleanup, or for Licensee's compliance with environmental laws. If Licensee does not timely proceed with a plan of cleanup, the City may supply Licensee with a notice of default, and if within the deadline specified in the notice, Licensee does not make reasonable progress, the City thereafter may proceed with cleanup as necessary and bill all of the City's costs, including costs of investigation and reporting, to Licensee.

24. **NON-DISCRIMINATION.** The City and Licensee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment in the administration or delivery of services or any other benefits associated with this Sublease. The parties shall comply with all laws against discrimination including but not limited to Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964.

25. **SIGNS.** No advertising shall be permitted on the premises except as required by law or regulation. Licensee may post its name, address and an emergency number on a painted sign, provided the design, size and location meet applicable codes and the sign is approved in advance in writing by the City.

26. **DEFAULT AND TERMINATION FOR DEFAULT.** It shall be a default if Licensee shall fail to fully and timely make any payment under this Sublease/License or fail to fully and timely perform as required by this Sublease/License. In the event of a default, the City may give Licensee a notice of default as follows:

- a. for nonpayment of rent, a ten (10) day notice to pay or vacate;
- b. for any other nonperformance under the lease a twenty (20) day notice to comply or vacate.

If Licensee does not pay or cure its performance within the deadline specified by the notice the City, at its option, may without further notice re-enter the premises and eject Licensee

from the premises. At its option, the City may also (1) declare in writing the sublease terminated, in which event Licensee shall immediately remove the agreed equipment from the premises and pay the City a sum of money equal to the total amount of unpaid rent accrued through the date of termination, the amount of rent remaining to be paid on the Sublease reduced by that amount the Licensee proves could have been reasonably mitigated, and the City's costs, including reletting costs and reasonable attorney's fees, or (2) without terminating this Sublease, relet the premises, or any part thereof, for the account of the Licensee upon such terms as the City deems advisable, and if a deficiency remains compared to the reserved rent and the City's reletting costs and reasonable attorney's fees, and invoice and collect the shortage from sublessee, or (3) pursue any other remedy permitted at law or in equity.

No re-entry and taking possession of the premises by the City shall be construed as an election on the City's part to terminate this Sublease/License, regardless of the extent of renovation or alterations by the City, unless the City declares in writing that this Sublease is terminated. Notwithstanding any reletting without termination, the City may at any time thereafter elect to terminate this Sublease/License for such previous breach.

27. **COSTS AND ATTORNEY'S FEES.** If a legal or equitable action is instituted by reason of any default or breach of this Sublease/License, or because of a dispute concerning the terms and provisions of this Sublease/License, to the extent and the manner provided by Federal Law, the prevailing party shall be entitled to recover all of its legal costs, expert witness and consultant fees, and reasonable attorney's fees.

28. **VENUE AND CHOICE OF LAW.** This Sublease shall be governed by and construed in accordance with the laws of the State of Washington.

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

a.. **Damage or Destruction.** Upon thirty (30) days written notice, one to the other, in the event that the antenna, or Licensee's agreed equipment, is substantially damaged or destroyed, either party may declare this sublease terminated.

b.. **Antenna Unsound.** Upon thirty (30) days written notice from the City to Licensee, in the event that the antenna, as determined by the City in its sole discretion, is determined to be structurally unsound or otherwise not suitable for Licensee's use.

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

d.. **Health Hazard.** Upon thirty (30) days written notice from the City to Licensee, in the event that the City determines, in its sole discretion, that the continued use of the antenna and related equipment is in fact a threat to the health, safety or welfare of local community.

### 30. ASSIGNMENT OR SUBLEASE.

a. **Prohibited Without Consent.** Licensee shall not assign or transfer this Sublease/License or any interest or rights therein, nor delegate its duties under this Sublease/License, nor sub-sublease/license the whole or any part of the premises, nor grant an option for assignment, delegation, transfer or sub-sublease/license for the whole or any part of the premises, nor shall this Sublease/License or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the City. If the City gives its consent to any assignment, delegation, sub-sublease or other transfer, the same shall not be a waiver, and this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sub-sublease or other transfer shall be made without the City's consent. All prohibited events under this paragraph are hereinafter referred to as "transfers," or "transfer."

b. **Notice by Sublessee/Licensee — Production of Records.** If Sublessee/Licensee desires to transfer this Sublease/License, Licensee shall notify the City in writing of said desire to transfer at least ninety (90) days prior to the effective date of the proposed transfer. The notice shall specify the date of the proposed transfer, the identity of the transferee, and the terms of the proposed transfer, including all consideration of any kind to be received by the licensee. Upon request by City, licensee shall provide:

- i. a full and complete financial statement of the proposed transferee;
- ii. a copy of the proposed transfer instrument;
- iii. an affidavit from the transferee that it has examined the Master Lease, and all accompanying schedules and exhibits, and has examined this Sublease/License, has had an opportunity to consult with legal counsel, and understands the terms and conditions under which a transfer will be undertaken; and
- iv. any other information the City reasonably requests.

c. **Decision by the City.** The City shall review the request to transfer and

respond with either an approval or disapproval not later than sixty (60) days prior to the effective date of the proposed transfer. Disapproval shall be final and binding on the Licensee and shall not be subject to litigation or appeal. The City shall charge Licensee a reasonable fee for administrative costs for the review and processing of a transfer. Said fee shall be due and payable upon invoice from the City to Licensee.

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

31. **NOTICES.** Except for notices required under Chapter 59.12 RCW, notices required under this Sublease/License shall be given in writing to the following respective addresses, effective as of the postmark time and date, or to such other place as may hereafter be designated by either party in writing:

a. if to City, to:

The Chief Administrative Officer  
City of Marysville  
1049 State Avenue  
Marysville, WA 98270

b. if to Licensee, to

Federal Bureau of Investigation  
Bldg 27958A  
Quantico, VA 22135  
Attn: Site Lease Group

32. **HOLDING OVER.** If Licensee holds over after the expiration of the term of this Sublease or any extension thereof, Licensee, if the Master Lease has not expired, shall become a subtenant from month to month upon the terms of this Sublease/License as applicable. Acceptance by the City of rent after such expiration or early termination shall not result in a renewal of this Sublease/License, or waiver of any early termination, and shall not affect the City's right of reentry or any other rights the City may have. If Licensee fails to surrender possession of the premises upon expiration of this Sublease/License, despite demand to do so, as provided for by law, Licensee shall pay two (2) times the rent herein specified (prorated on a monthly basis), interest, attorney's fees and costs as specified in this Sublease/License.

33. **NO PRESUMPTION AGAINST DRAFTER.** Licensee and City agree that this Sublease/License has been freely negotiated by the parties, and in the event of any dispute

concerning the meaning or interpretation of the terms and conditions of this Sublease/License, there shall be no inference, presumption or conclusion drawn against the City for or on account that the City or its legal counsel have prepared this Sublease/License.

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

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

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

37. **NONWAIVER.** The failure of the City to insist upon strict performance of the terms of this Sublease/License shall not be construed as a waiver by the City of strict performance. Waiver of a particular default shall not be deemed to be a waiver of any subsequent breach or default.

38. **SURRENDER OF PREMISES.** At the end of the term of this Sublease/License, besides performance of specific removal and remediation covenants provided for elsewhere in this Sublease/License, and subject to those covenants, Licensee shall peaceably deliver up to the City possession of the premises in the same condition as received, except for ordinary wear and tear.

39. **INTEGRATION; FULL AGREEMENT.** This Sublease/License is intended as a full and final expression of the agreement between the parties. All prior discussions, statements, representations, and warranties are integrated and merged into this agreement. There are no agreements between the parties, and there are no representations on which either party relies except as set forth in this Sublease/License.

DATED: 5-11-04

DATED: 5/20/04

CITY OF MARYSVILLE

LICENSEE: Department of Justice

By Dennis L Kendall  
DENNIS KENDALL, Mayor

By Margaret D. Denipaku  
Its Contracting Officer

ATTEST: Gerry Becker  
Gerry Becker, City Clerk

/wpf/mv/comm.lease DOJ

By \_\_\_\_\_  
GERRY BECKER, City Clerk

Approved as to form:

By Grant K. Weed  
GRANT K. WEED, City Attorney

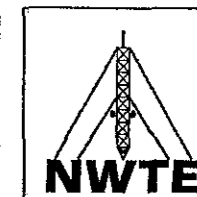
# USCG / DOJ

UNITED STATES COAST GUARD  
DEPARTMENT OF JUSTICE

MARYSVILLE TANKS  
8812 64TH ST NE  
SR-528 \ 64TH ST NE & HWY 9

LATITUDE: N 48°03'8"  
LONGITUDE: W 122°06'42"

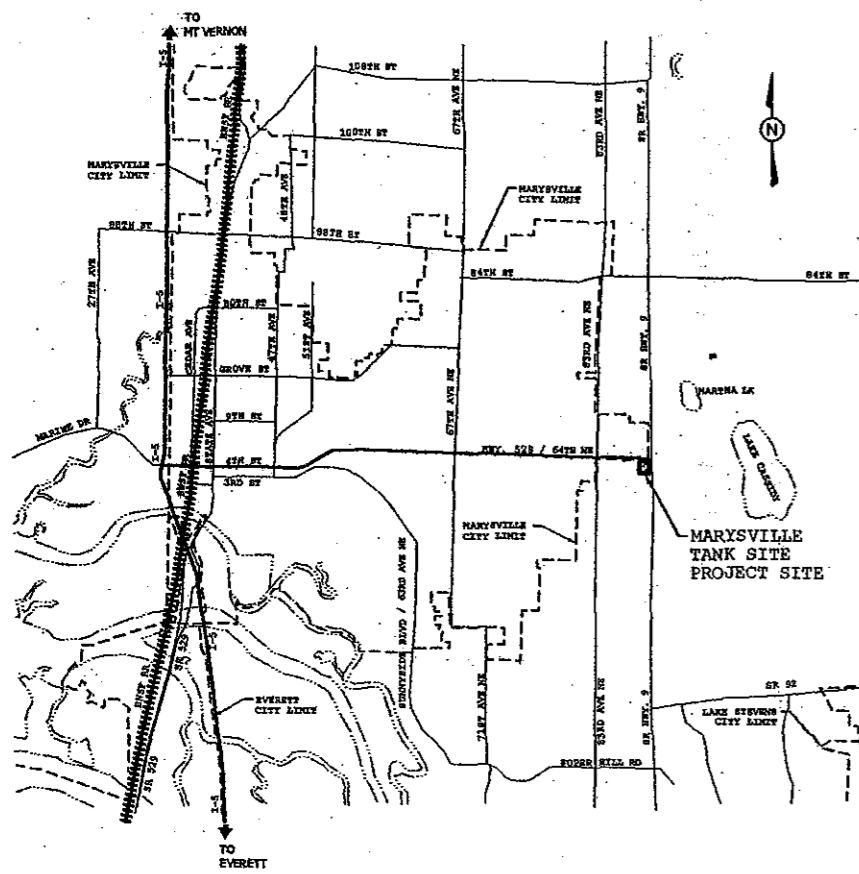
EXHIBIT  
A



**NORTHWEST  
TOWER ENGINEERING**  
2210 HEWITT AVE, STE 209  
EVERETT, WA 98201-3767  
PHONE: 425.258.4248  
FAX: 425.258.4289



EXPIRES 09/06



VICINITY MAP

**NETWORK SYSTEM OWNER:**  
SERS  
1121 SE EVERETT MALL WAY SUITE 210  
EVERETT, WA 98208  
CONTACT: SPENCER BARNER  
PH: (425) 407-3949

**LANDLORD:**  
CITY OF MARYSVILLE  
4822 GROVE ST.  
MARYSVILLE, WA. 98270

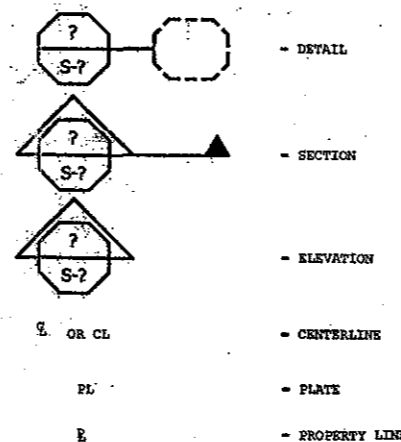
**PROJECT DESCRIPTION:**  
USCG AND DOJ ARE PROCEEDING TO CONSTRUCT, OPERATE AND MAINTAIN AN UNOCCUPIED RADIO COMMUNICATIONS FACILITY. THE FACILITY WILL CONSIST OF AN EQUIPMENT SHELTER AND 7 ANTENNAS ATTACHED TO AN EXISTING 280' LATTICE TOWER FOR RADIO COMMUNICATION. THE EQUIPMENT SHELTER WILL HOUSE RADIO, ELECTRICAL AND TELCO EQUIPMENT.

**JURISDICTION**  
SNOHOMISH COUNTY

**PROJECT INFORMATION**

- T-1 = TITLE SHEET
- G-1 = GENERAL NOTES
- C-1 = SURVEY
- C-2 = TARGET DRAINAGE PLAN
- S-0 = SNOHOMISH COUNTY REQUIREMENTS
- S-1 = OVERALL SITE PLAN
- S-2 = ENLARGED SITE PLAN
- S-3 = ELEVATIONS
- S-4 = ANTENNA INFORMATION
- S-5 = CONSTRUCTION DETAILS

SHEET INDEX



**LEGEND**

**TOWER ENGINEERS:**  
NORTHWEST TOWER ENGINEERING, PLLC.  
2210 HEWITT AVE., SUITE 209  
EVERETT, WA 98201-3767  
PH: (425) 258-4248

**ELECTRICAL ENGINEERS:**  
ESI CONSULTING ENGINEERS  
1900 W. EMERSON PL., SUITE 200  
SEATTLE, WA 98102-3513  
PH: (206) 323-4144

**RF ENGINEERS:**  
HATFIELD & DAWSON  
9500 GREENWOOD AVENUE NORTH  
SEATTLE, WA 98119  
PH: (206) 783-9151

**SURVEYORS:**  
BUSH, ROED & HITCHINGS  
2009 MINOR AVE EAST  
SEATTLE, WA. 98102  
PH: (206) 323-4144

**TARGET DRAINAGE:**  
M.L.A., INC.  
11800 N.E. 160TH STREET  
ROTHELL, WA 98011-4156  
PH: (425) 488-4800

**ACOUSTICAL ENGINEER:**  
THE GREENBUSCH GROUP  
1900 W NICKERSON ST. STE 201  
SEATTLE, WA 98119  
PH: (206) 378-0569

CONTRACTOR LIST

**SUBSTRUCTURES:**  
BURIED UTILITIES ARE SHOWN AS INDICATED ON RECORDS MAPS FURNISHED BY OTHERS AND VERIFIED WHERE POSSIBLE BY FEATURES LOCATED IN THE FIELD. ASSUME NO LIABILITY FOR THE ACCURACY OF THESE RECORDS. FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY.

**DESCRIPTION**  
TAX PARCEL #: 30052500302400

**LEGAL DESCRIPTION**  
EAST 400 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. LYING WEST OF THE SECONDARY STATE HIGHWAY T-1A, EXCEPT THAT PORTION OF THE AFORE DESCRIBED PARCEL LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS H.E.S.), 198+50 AND 110 FEET SOUTHERLY WHEN MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SR 528, JUNCTION SR 5 IN MARYSVILLE TO JCT SR 9; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 207+00; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 450+50 ON THE CENTERLINE OF SR 9, LAKE STEVENS TO ARLINGTON, AND 75 FEET WESTERLY THEREFROM AND THE END OF THIS LINE DESCRIPTION, SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, AND RESTRICTIONS FOUND UNDER AUDITOR'S FILE NUMBERS 1189397, 2330311 AND 8112010095, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

**LEGAL DESCRIPTION**

NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		

**PERMIT SUBMITTAL**

REVISION

**EXISTING 280-FT  
SELF-SUPPORTING  
TOWER**

TOWER DESCRIPTION

**MARYSVILLE TANKS  
8812 64TH ST NW  
MARYSVILLE, WA**

SITE LOCATION

**TITLE  
SHEET**

SHEET TITLE

**T-1**

SHEET NO.

PROJECT NO. 030066.02

DRAWN BY K.P.W.

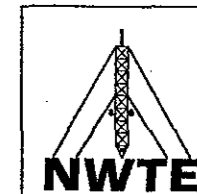
CHECKED BY S.A.D.

DATE 09-22-03

SCALE VARIES

NOT USED

# GENERAL NOTES



**NORTHWEST  
TOWER ENGINEERING**  
2210 HEWITT AVE, STE 209  
EVERETT, WA 98201-3767  
PHONE: 425.258.4248  
FAX: 425.258.4289



1. ALL METHODS, MATERIALS, AND WORKMANSHIP SHALL FOLLOW THE DICTATES OF GOOD CONSTRUCTION PRACTICE.
2. ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS.
3. ALL DIMENSIONS, MATERIALS, AND DETAILS OF THE EXISTING STRUCTURES ARE INCLUDED FOR INFORMATION ONLY. CONTRACTOR SHALL FIELD VERIFY ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION OR FABRICATION AND NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY VARIANCE OR DISCREPANCIES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL FOLLOW SIMILAR DETAILS FOR THIS JOB.
4. DIMENSIONS GIVEN FOR NEW CONSTRUCTION MUST ALSO BE VERIFIED BY THE CONTRACTOR PRIOR TO FABRICATION AND ERECTION TO AVOID POTENTIAL CONFLICTS WITH EXISTING WORK.
5. ANY SUBSTITUTIONS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
6. ANY MANUFACTURED STRUCTURES MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. PLANS FOR SUCH STRUCTURES SHALL BE STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON, AND SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO FABRICATION.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND SAFETY REGULATIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY TO PROVIDE COMPLETE AND STABLE STRUCTURES AS SHOWN ON THESE DRAWINGS.

1. ALL CONCRETE FOR FOUNDATIONS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AFTER 28 DAYS.
2. THE CONCRETE MIX SHALL NOT CONTAIN LESS THAN 5 1/2" SACKS OF CEMENT (ASTM C 150 TYPE II) PER CUBIC YARD.
3. THE CONCRETE SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 3/4".
4. THE CONCRETE MIX SHALL PRODUCE A MAXIMUM SLUMP OF 5" ±1".
5. THE CONCRETE MIX SHALL HAVE A TOTAL AIR CONTENT OF 5%, WITH A TOLERANCE OF PLUS OR MINUS 1.5%. AIR-ENTRAINING ADMIXTURES SHALL CONFORM TO ASTM C 260.
6. THE CONCRETE MIX SHALL HAVE A MAXIMUM WATER-CEMENT RATIO OF 0.45. WATER REDUCING OR ACCELERATING ADMIXTURES SHALL CONFORM TO ASTM C 494.
7. THE CONCRETE SHALL NOT CONTAIN CALCIUM CHLORIDE OR ANY OTHER ADMIXTURE CONTAINING CHLORIDE OTHER THAN NATURAL IMPURITIES.
8. FORMWORK SHALL CONFORM TO ACI 318-99 SPECIFICATIONS.
9. ALL CONCRETE SHALL BE PLACED IN A MONOLITHIC POUR UNLESS SHOWN OTHERWISE ON THE DRAWINGS.
10. PROVIDE CHAMFERS AT ALL EXPOSED CORNERS OF CONCRETE.
11. CONCRETE WORK UNDER EXTREME WEATHER CONDITIONS SHALL CONFORM TO ACI 318-99 SPECIFICATIONS.

1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER, SHALL PERFORM PERIODIC INSPECTION AND TESTING IN ACCORDANCE WITH UBC SECTION 1701 FOR THE FOLLOWING CONSTRUCTION WORK:
  - A. STRUCTURAL CAST-IN-PLACE CONCRETE AND STEEL REINFORCING.
  - B. STRUCTURAL HIGH STRENGTH BOLTED CONNECTIONS.
  - C. FIELD AND FULL PENETRATION STRUCTURAL WELDING.
  - D. STRUCTURAL MASONRY
  - E. SPECIAL GRADING, EXCAVATION, AND STRUCTURAL FILL.
  - F. PILING, DRILLED PIERS, AND CAISSONS.
  - G. STEEL REINFORCING IN CONCRETE.
  - H. MISCELLANEOUS SPECIAL CASES, INVOLVING CONSTRUCTION UNDER HAZARDOUS OR UNUSUAL CONDITIONS.
2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER IN ACCORDANCE WITH UBC SECTION 1701.3.

**GENERAL**

**CONCRETE**

**SPECIAL INSPECTION**

1. ANSI/TIA/EIA: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, 222-F EDITION.
2. UBC: UNIFORM BUILDING CODE, 1997 EDITION.
3. ASTM: STANDARDS FOR BUILDING CODES, LATEST EDITION.
4. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, 318-99.
5. ACI 315: AMERICAN CONCRETE INSTITUTE, DETAILS AND DETAILING OF CONCRETE REINFORCEMENT, LATEST EDITION.
6. CRSI: CONCRETE STEEL REINFORCING INSTITUTE, MANUAL OF STANDARD PRACTICE, LATEST EDITION.
7. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, 9TH EDITION.
8. AWS: AMERICAN WELDING SOCIETY, STRUCTURAL WELDING CODE, LATEST EDITION.

1. ALL REINFORCING STEEL TO BE GRADE 60 DEFORMED BILLET STEEL PER ASTM A615.
2. ANCHOR RODS TO BE ASTM F155, GRADE 55 WITH A PLATE, WASHER, AND NUT UNLESS NOTED OTHERWISE ON THE DRAWINGS.
3. REINFORCEMENT SHALL BE FABRICATED AND PLACED IN ACCORDANCE WITH THE ACI 315 AND CRSI. SUPPORT REINFORCING AS REQUIRED BY CRSI TO PREVENT DISPLACEMENT UPON CONCRETE POURING.
4. MAINTAIN ALL CLEARANCES NOTED ON THE DRAWINGS. WHERE NO DIMENSIONS ARE NOTED, USE THE ACI RECOMMENDED CLEARANCES.
5. MINIMUM COVER FOR REINFORCING BARS SHALL BE 3", FOR CONCRETE POURED AGAINST SOIL.
6. TIE BARS SECURELY WITH #16 ANNEALED WIRE AND SUPPORT AS REQUIRED.
7. ALL WELDED WIRE FABRIC TO BE PER ASTM A185. ALL BARS AND WIRE SHALL BE FREE OF RUST, MILL SCALE, DIRT, OR OTHER FOREIGN MATERIAL PRIOR TO CASTING CONCRETE.
8. PROVIDE MINIMUM LAP SPLICES OF 36 BAR DIAMETERS UNLESS NOTED OTHERWISE.
9. FIELD BENDING OR WELDING OF REINFORCEMENT BARS IS NOT PERMITTED.

1. CONCRETE MASONRY UNITS SHALL BE ASTM C90 NORMAL WEIGHT, GRADE N-1.
2. MASONRY UNITS SHALL BE PLACED IN STRAIGHT UNIFORM COURSES OF REGULAR RUNNING BOND.
3. MORTAR SHALL BE ASTM C270 TYPE S.
4. GROUT SHALL BE ASTM C476, F'C = 2000 PSI AT 28 DAYS. GROUT SHALL BE READY-MIX TYPE.
5. THE ALLOWABLE GROUT SLUMP SHALL BE 10" PLUS OR MINUS 1".
6. A MINIMUM OF 24 HOURS SHALL HAVE ELAPSED BETWEEN COMPLETION OF THE LAYOUT OF A WALL SECTION AND GROUTING.
7. REINFORCING STEEL SHALL BE GRADE 60 DEFORMED BILLET STEEL PER ASTM A615.
8. VERTICAL REINFORCING STEEL SHALL BE DROPPED INTO PLACE AFTER COMPLETION OF THE WALL SECTION AND PRIOR TO GROUTING AND HORIZONTAL REINFORCING STEEL SHALL BE PLACED AS THE WALL IS LAID UP.

**APPLICABLE CODES AND STANDARDS**

**STEEL REINFORCEMENT**

**MASONRY**

1. BASIC WIND SPEED AS SPECIFIED BY CLIENT: 100 MPH EIA.
2. BASIC WIND SPEED IN COMBINATION WITH 1/4" RADIAL ICR: 69 MPH.
3. SEISMIC LOADING IS DETERMINED PER CHAPTER 16 OF THE UBC, SEISMIC ZONE 3, SOIL TYPE - SC (ASSUMED)
4. STRUCTURES SHALL BE BUILT ACCORDING TO THE OCCUPANCY CATEGORY OF ESSENTIAL FACILITIES PER THE 1997 UNIFORM BUILDING CODE. FOR ESSENTIAL FACILITIES, USE THE FOLLOWING IMPORTANCE FACTORS:  
I = 1.25, Ip = 1.50 & Iw = 1.15.
5. ALLOWABLE VALUES FOR FOUNDATION DESIGN ARE PER PSI GEOTECHNICAL EVALUATION REPORT NUMBER 704-25098-1, DATED AUGUST 7, 2002.
6. IF GEOTECHNICAL REPORT IS NOT AVAILABLE, ALLOWABLE VALUES FOR FOUNDATION DESIGN, FOR NEW CONSTRUCTION, SHALL BE PER ABC TABLE 18-I-A:
  - A. ALLOWABLE NET VERTICAL BEARING PRESSURE: 1500 PSF.
  - B. ALLOWABLE NET HORIZONTAL PRESSURE OF SOIL: 150 PCF.
7. ANTENNA, FEEDLINES AND SUPPORT STRUCTURES: WEIGHTS AND EXPOSED AREAS PROVIDED BY CLIENT AND BY MANUFACTURER.

1. ALL DETAILS, FABRICATION, AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATIONS, 9TH EDITION.
2. ALL WIDE FLANGE SHAPES, ANGLES, CHANNELS, AND PLATES TO BE ASTM A36, Fy = 36 KSI, OR A572, Fy = 50 KSI.
3. ALL SOLID RODS TO BE ASTM A572, Fy = 50 KSI.
4. SQUARE STEEL TUBING TO BE ASTM A500-B, Fy=46 KSI  
ROUND STEEL TUBING TO BE ASTM A53-B, Fy=36 KSI
5. ALL STRUCTURAL STEEL CONNECTION BOLTS SHALL CONFORM TO ASTM A325. CONNECTION BOLTS SHALL BE FULLY TIGHTENED CONFORMING TO AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS." ALL BOLTS TO BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123, A153, AND B695. NO BOLT SHALL BE REUSED.
6. ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.
7. THE CONTRACTOR SHALL SUBMIT DETAILED, ENGINEERED, AND CHECKED SHOP DRAWINGS FOR ALL STRUCTURAL STEEL TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO THE START OF FABRICATION.
8. CALCULATIONS AND DRAWING TO BE STAMPED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON.
9. THE STEEL FABRICATOR SHALL BE APPROVED BY THE BUILDING OFFICIAL TO PERFORM WORK IN THE SHOP WITHOUT SPECIAL INSPECTION.

1. PAINT TO BE ROHN INDUSTRIES PAINT P4THP05 AND P4THM95 FOR ORANGE AND WHITE COLORS RESPECTIVELY. APPLY PAINT IN FULL COMPLIANCE WITH MANUFACTURER'S RECOMMENDATIONS.

**PAINT**

1. TOWER LIGHTING TO BE RED NIGHT LIGHT ACCORDING TO FAA REGULATIONS.

NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		

**PERMIT SUBMITTAL**  
REVISION

**EXISTING 280-FT  
SELF-SUPPORTING  
TOWER**

TOWER DESCRIPTION

**MARYSVILLE TANKS  
8812 64TH ST NW  
MARYSVILLE, WA**

SITE LOCATION

**GENERAL  
NOTES**

SHEET TITLE

**G-1**

SHEET NO.

PROJECT NO. 030066.02

DRAWN BY K.P.W.

CHECKED BY S.A.D.

DATE 09-22-03

SCALE VARIES

**DESIGN CRITERIA**

**STRUCTURAL STEEL**

**LIGHTING**

1. CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES IN THE AREA WHERE EXCAVATION WORK IS TO BE PERFORMED.
2. ALL FOUNDATIONS SHALL BEAR ON FIRM UNDISTURBED SOIL.
3. ALL FOOTING EXCAVATIONS SHALL BE MANUALLY CLEANED PRIOR TO PLACING CONCRETE. COMPACT THE EXPOSED SOIL SURFACE AND ANY GRANULAR FILL UNDER THE FOUNDATION TO 90% OF THE MODIFIED PROCTOR DENSITY.
4. FOOTINGS MAY BE POURED IN NEAT EXCAVATIONS PROVIDED THE SIZE IS INCREASED 3 INCHES AT EACH INTERFACE WITH THE SOIL.
5. CONTRACTOR SHALL PROVIDE DESIGN AND INSTALLATION OF ALL CRIBBING, SHEATHING, AND SHORING REQUIRED TO SAFELY RETAIN THE EARTH BANKS.
6. BACKFILL NEAR AND AROUND THE FOUNDATIONS SHALL BE A WELL GRADED FILL MATERIAL PLACED IN 12" THICK LAYERS THAT HAS BEEN COMPACTED TO 90% OF THE MODIFIED PROCTOR DENSITY.

1. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE.
2. ALL ELECTRODES TO BE E70XX LOW HYDROGEN.
3. MINIMUM WELD SIZE TO BE 0.1875 INCH FILLET WELDS UNLESS NOTED OTHERWISE ON THE DRAWINGS.

1. THE DESIGN MUST INCLUDE GROUNDING SYSTEMS COMPLIANT TO MOTOROLA R56 MANUAL DATED 03-01-00 OR NEWER.

**LIGHTNING PROTECTION GROUNDING**

WHERE APPLICABLE THE GENERAL CONTRACTOR IS RESPONSIBLE FOR WAVE GUIDE SUPPORT, HANGERS, ANTENNA MOUNTS, CONDUIT, JUNCTION BOXES, COAXIAL CABLE, COAXIAL CONNECTORS, HOISTING GRIPS WEATHERPROOFING, TOWER LIGHT CONTROLLER, GROUND KITS, BUS BARS, GROUND WIRE, ETC. TO BE APPROVED BY ENGINEER. (WHERE APPLICABLE THE GENERAL CONTRACTOR IS RESPONSIBLE FOR LIFT, TRANSPORT AND PLACEMENT OF PRE-FAB BUILDINGS ON FOUNDATIONS.)

**FOUNDATIONS**

**WELDING**

**GENERAL CONTRACTOR USE RESPONSIBILITY**



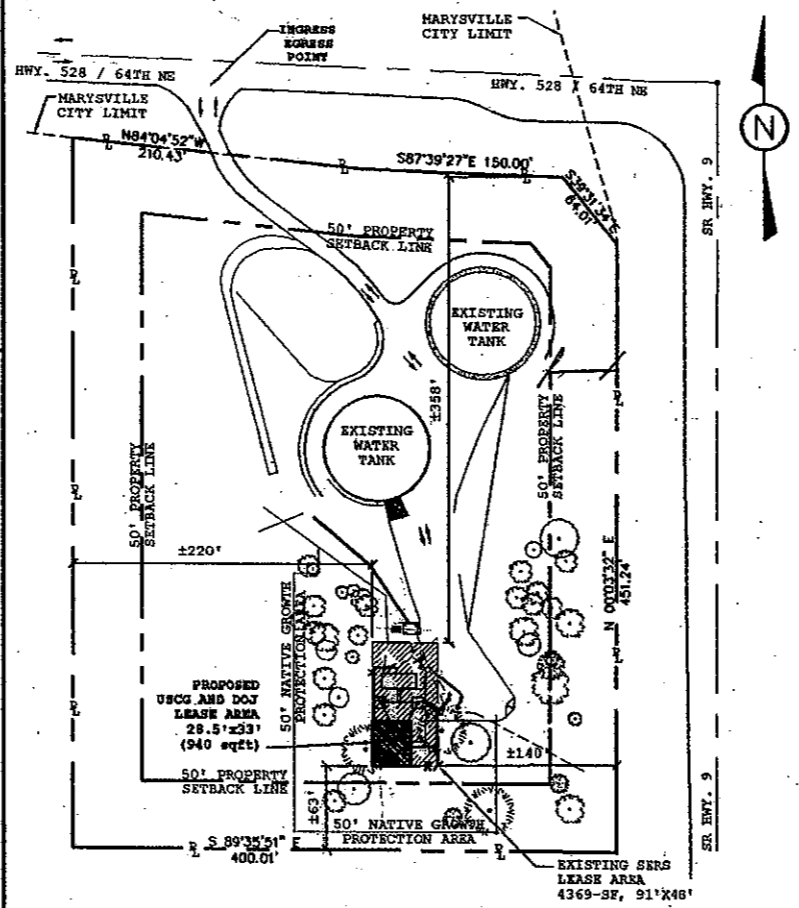
PARCEL #: 30052500302400  
 ZONING: RURAL URBAN  
 TRANSITION AREA

TAX PARCEL NUMBER & ZONING

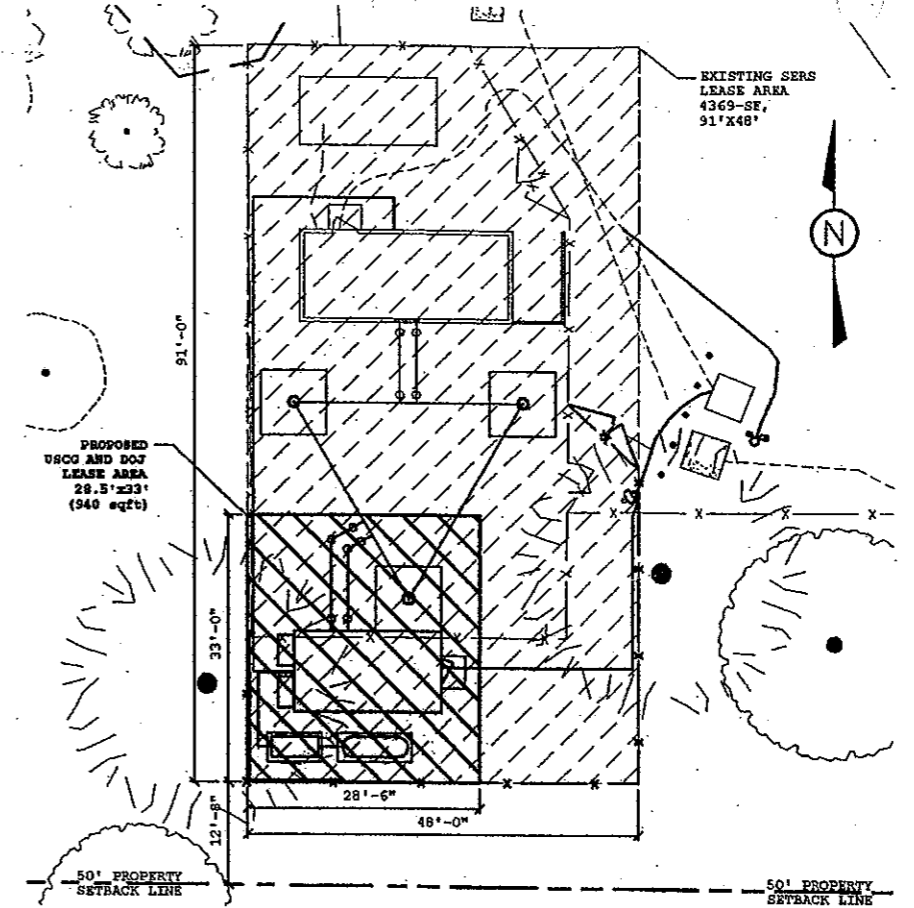
**SUBSTRUCTURES:**  
 BURIED UTILITIES ARE SHOWN AS INDICATED ON RECORDS MAPS FURNISHED BY OTHERS AND VERIFIED WHERE POSSIBLE BY FEATURES LOCATED IN THE FIELD. WE ASSUME NO LIABILITY FOR THE ACCURACY OF THOSE RECORDS. FOR THE FINAL LOCATION OF EXISTING UTILITIES IN AREAS CRITICAL TO DESIGN CONTACT THE UTILITY OWNER/AGENCY.

**DESCRIPTION**  
 TAX PARCEL #: 30052500302400  
 EAST 400 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. LYING WEST OF THE SECONDARY STATE HIGHWAY I-5, EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PARCEL LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS H.E.S.), 198+50 AND 110 FEET SOUTHERLY WHEN MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SR 528, JUNCTION SR 5 IN MARYSVILLE TO JCT SR 9; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 207+00; THENCE SOUTHERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. 450+50 ON THE CENTERLINE OF SR 9, LAKE STEVENS TO ARLINGTON, AND 75 FEET WESTERLY THEREFROM AND THE END OF THIS LINE DESCRIPTION, SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, AND RESTRICTIONS FOUND UNDER AUDITOR'S FILE NUMBERS 1189397, 2330311 AND 8112010095, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

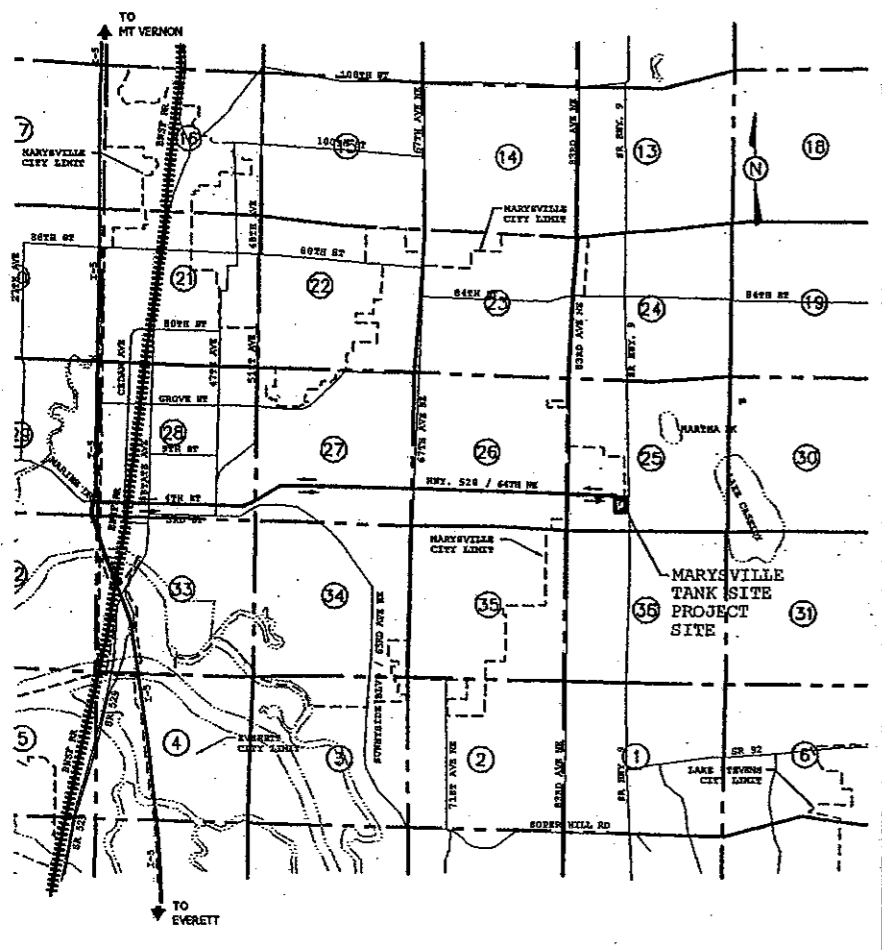
LEGAL DESCRIPTION



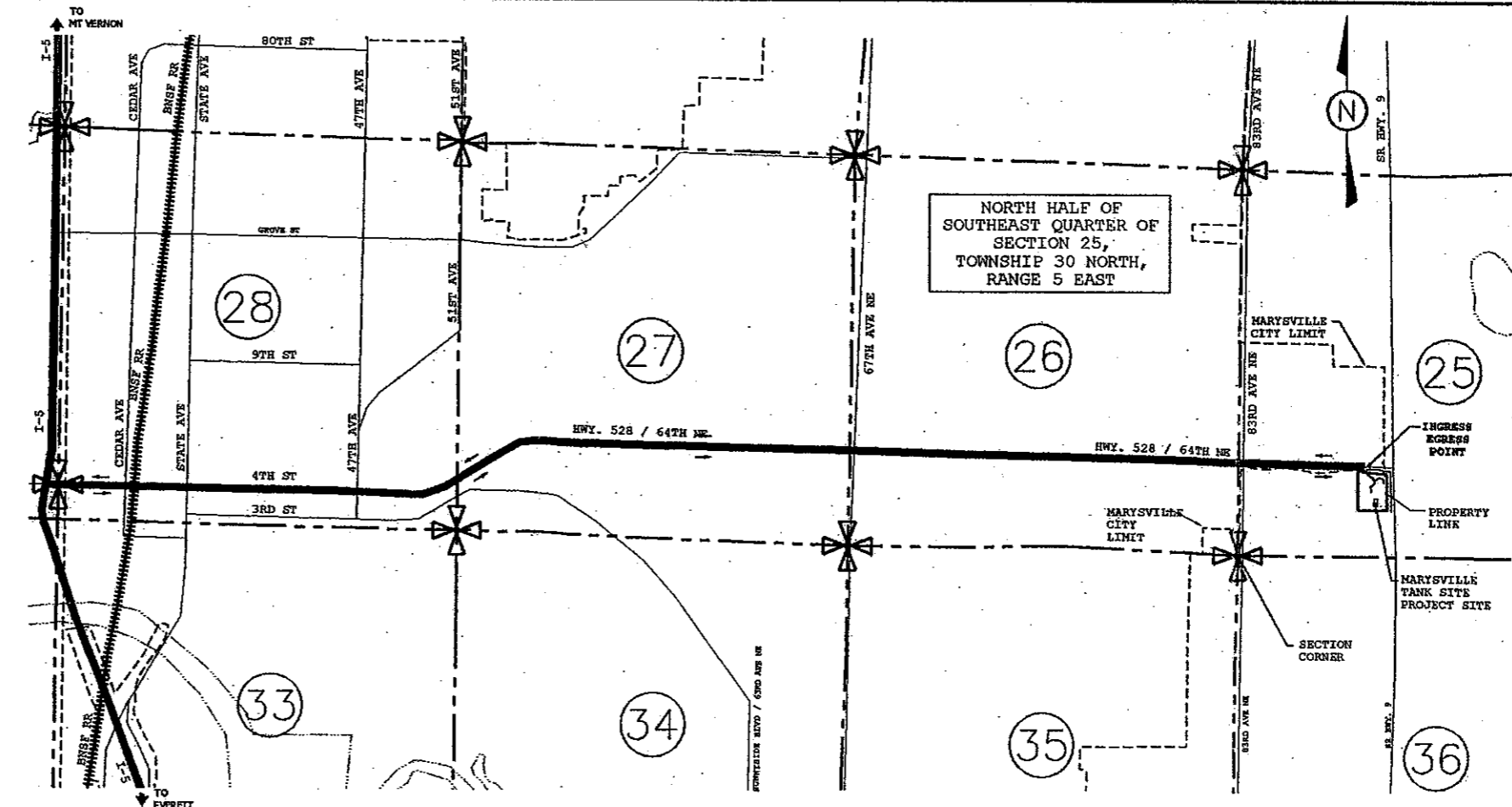
INGRESS / EGRESS MAP  
 SCALE: 1/4"=1'-0"



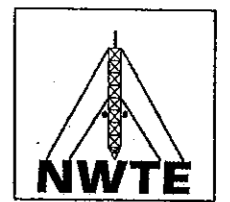
OVERALL SITE PLAN  
 SCALE: 1/2"=1'-0"



VICINITY MAP  
 SCALE: 1"=3,000'



Item 8 - 22  
 SECTION 25, TOWNSHIP 30 NORTH, RANGE 5 EAST  
 SCALE: 1"=1,000'-0"



**NORTHWEST TOWER ENGINEERING**  
 2210 HEWITT AVE, STE 209  
 EVERETT, WA 98201-3767  
 PHONE: 425.258.4248  
 FAX: 425.258.4289



NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SHR.
2		
3		
4		

PERMIT SUBMITTAL  
 REVISION

EXISTING 280-FT  
 SELF-SUPPORTING  
 TOWER

TOWER DESCRIPTION  
 MARYSVILLE TANKS  
 8812 64TH ST NW  
 MARYSVILLE, WA

SITE LOCATION  
 SNOHOMISH  
 COUNTY  
 REQUIREMENTS  
 SHEET TITLE

S-0  
 SHEET NO.

PROJECT NO. 030066.02

DRAWN BY K.P.W.

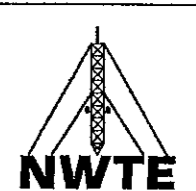
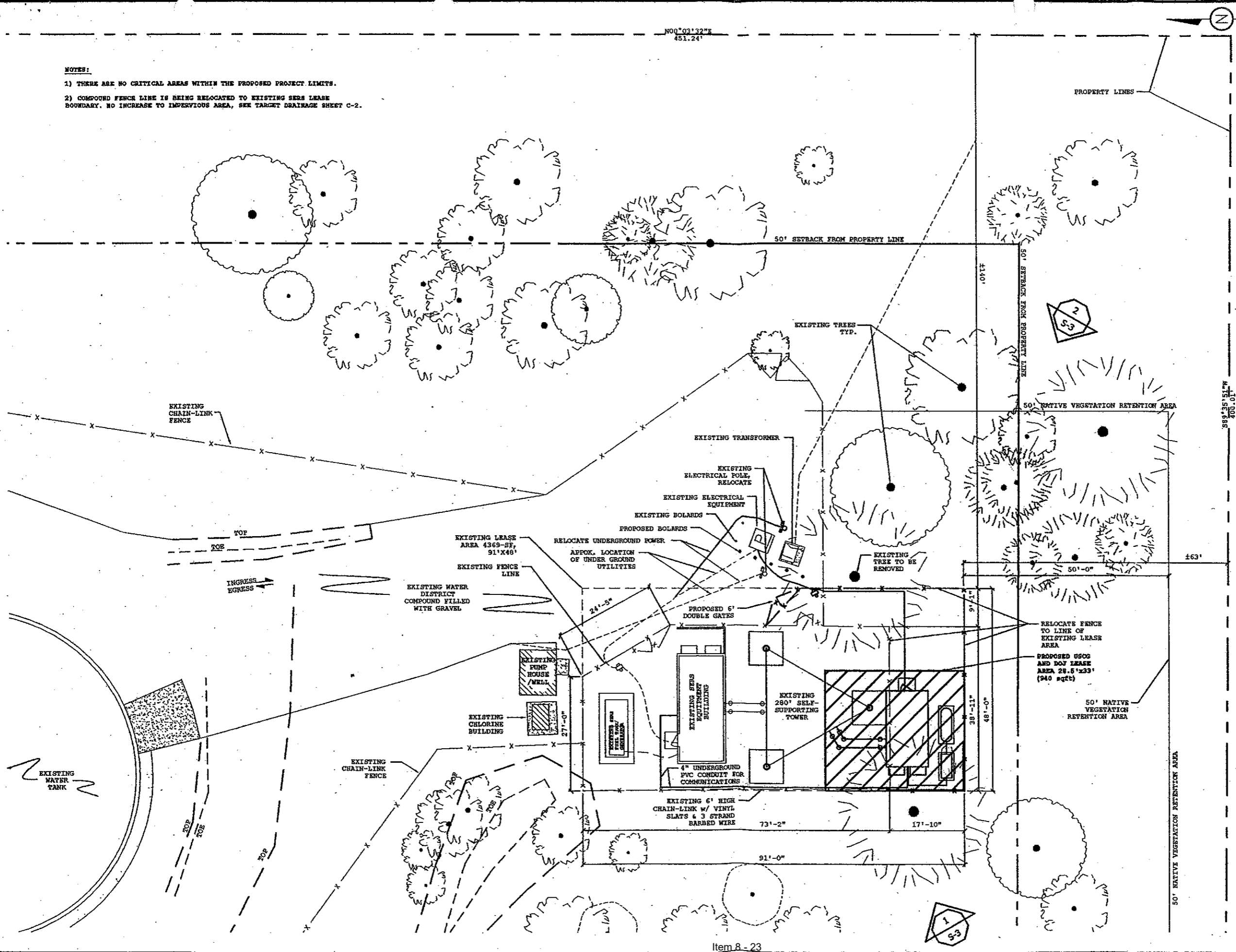
CHECKED BY S.A.D.

DATE 09-22-03

SCALE VARIES

**NOTES:**

- 1) THERE ARE NO CRITICAL AREAS WITHIN THE PROPOSED PROJECT LIMITS.
- 2) COMPOUND FENCE LINE IS BEING RELOCATED TO EXISTING SEAS LEASE BOUNDARY. NO INCREASE TO IMPERVIOUS AREA, SEE TARGET DRAINAGE SHEET C-2.



**NORTHWEST  
TOWER ENGINEERING**  
2210 HEWITT AVE, STE 209  
EVERETT, WA 98201-3767  
PHONE: 425.258.4248  
FAX: 425.258.4289



NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.
2		
3		
4		

**PERMIT SUBMITTAL**  
REVISION

**EXISTING 280-FT  
SELF-SUPPORTING  
TOWER**  
TOWER DESCRIPTION

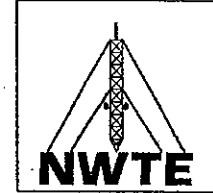
**MARYSVILLE PARKS  
8812 64TH ST NW  
MARYSVILLE, WA**  
SITE LOCATION

**OVERALL  
SITE PLAN**  
SHEET TITLE

<b>S-1</b>
SHEET NO.
PROJECT NO. 030066.02
DRAWN BY K.P.W.
CHECKED BY S.A.D.
DATE 09-22-03
SCALE 1"=10'-0"

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**ENLARGED SITE PLAN**  
SCALE: 1"=10'-0"





**NORTHWEST TOWER ENGINEERING**  
 2210 HRWITT AVE, STE 209  
 EVERETT, WA 98201-3767  
 PHONE: 425.258.4248  
 FAX: 425.258.4289



NO.	DATE	ISSUE
1	09-22-03	BUILDING PERMIT SUB.

**PERMIT SUBMITTAL**  
 REVISION

**EXISTING 280-FT SELF-SUPPORTING TOWER**  
 TOWER DESCRIPTION

**MARYSVILLE TANKS**  
 8012 64TH ST NW  
 MARYSVILLE, WA  
 SITE LOCATION

**ELEVATIONS**  
 SHEET TITLE

**S-3**  
 SHEET NO.

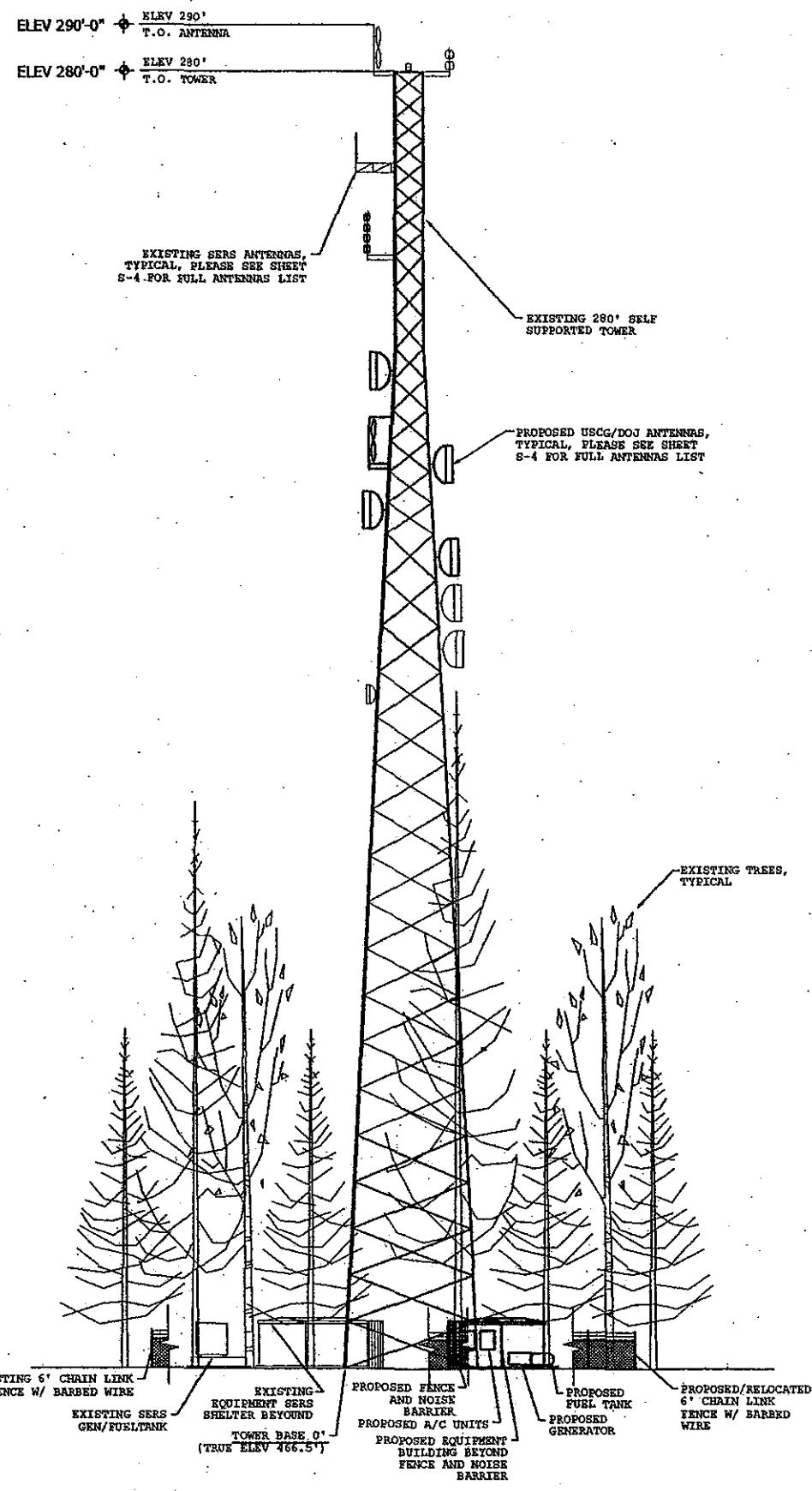
PROJECT NO. 030066.02

DRAWN BY K.P.W.

CHECKED BY S.A.D.

DATE 09-22-03

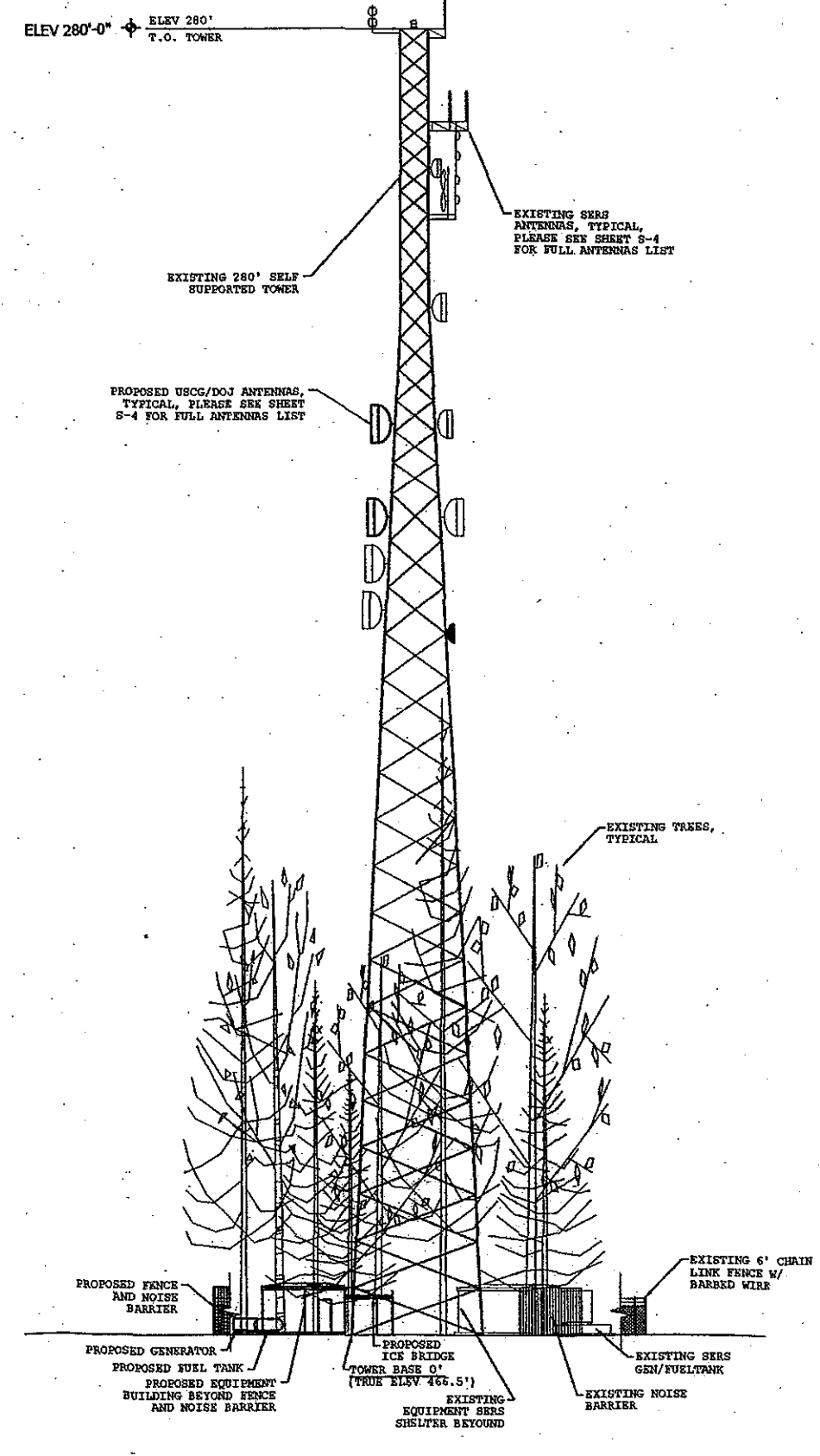
SCALE VARIES



\* TOWER BASE DATUM ELEVATION IS +0'-0" AT BASE OF TOWER.  
 TRUE ELEVATION AT BASE OF TOWER IS 466.5'.

**SOUTHWEST TOWER ELEVATION**  
 SCALE: 1/8"=1'-0"

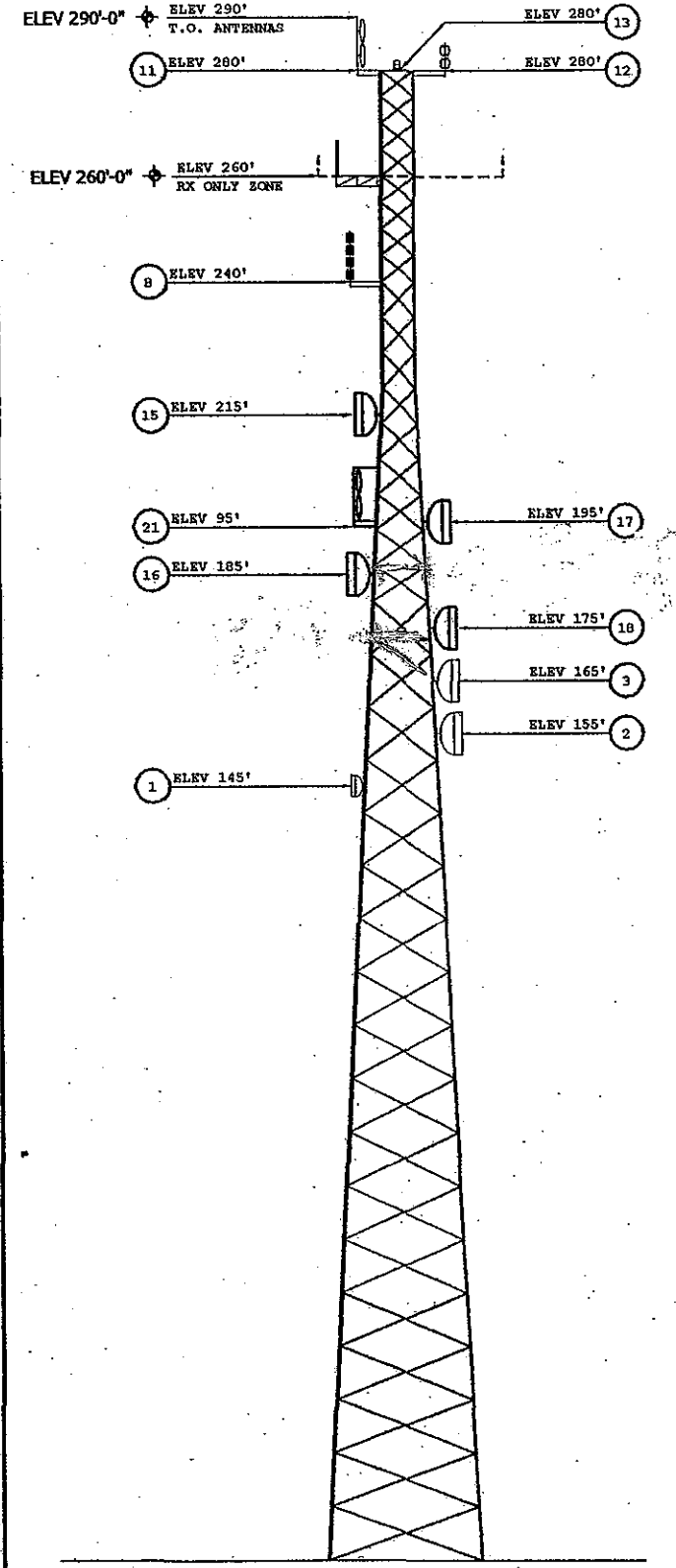
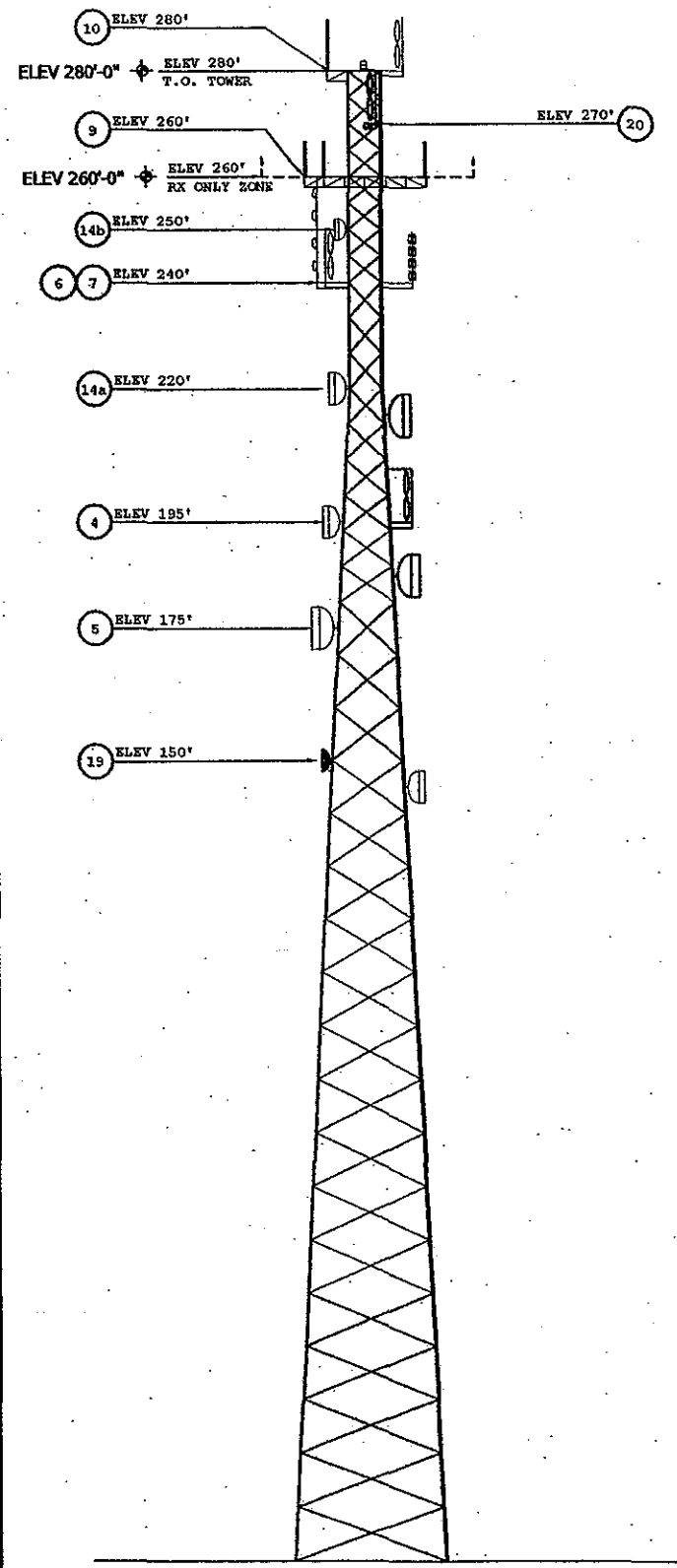
1  
 S-3



Item 8 - 25

**SOUTHEAST TOWER ELEVATION**  
 SCALE: 1/8"=1'-0"

2  
 S-3



\*TOWER BASE DATUM ELEVATION IS +0'-0" AT BASE OF TOWER. TRUE ELEVATION AT BASE OF TOWER IS 466.5'.

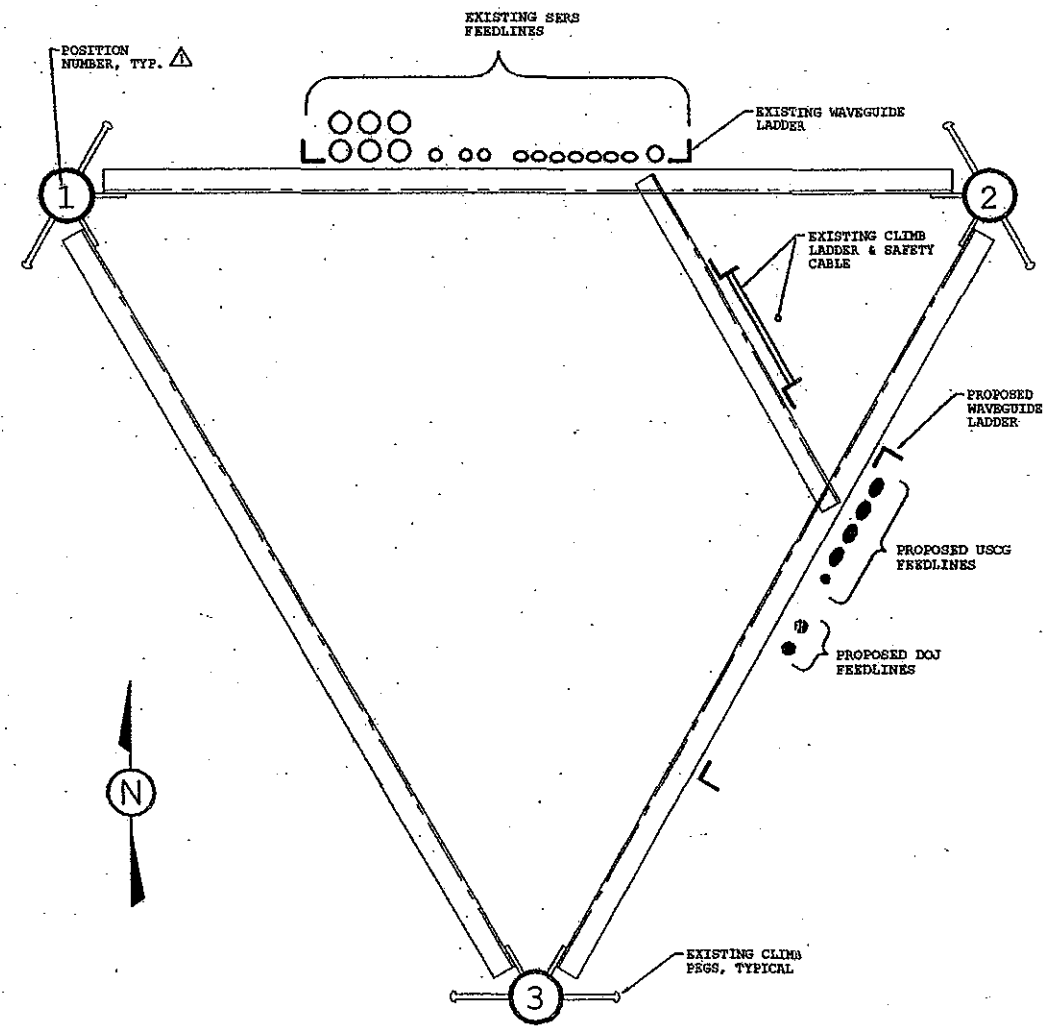
**NORTH TOWER ELEVATION**  
SCALE: 1/8"=1'-0"  
N/A  
S-4

**SOUTHWEST TOWER ELEVATION**  
SCALE: 1/8"=1'-0"  
N/A  
S-4

MARK	EXISTING ANTENNAS	ELEV	MOUNTING LOCATION	POSITION NUMBER	FEED LINE	ANTENNAS & FEED LINES SUPPLIED BY	ANTENNAS & FEED LINES INSTALLED BY	ANTENNA MOUNTS SUPPLIED BY	ANTENNA MOUNTS INSTALLED BY
1	4' Ø M/W TO MARYSVILLE DISPATCH (SERS)	*145'	NW LEG	1	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
2	8' Ø M/W TO RUCKER HILL (SERS)	*155'	S LEG	3	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
3	8' Ø M/W TO SNOPEC (SERS) EVERETT	*165'	S LEG	3	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
4	6' Ø M/W TO GRANITE FALLS - PHASE II (SERS)	*195'	NE LEG	2	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
5	8' Ø M/W TO THREE LAKES - PHASE II (SERS)	*175'	NE LEG	2	EW80	INSTALLED	INSTALLED	INSTALLED	INSTALLED
6	21' DB224 - VHF TX CITY OF MARYSVILLE (SERS)	240'	NE LEG	2	1/2" Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
7	10' DIPOLE SRL-210-C2 - VHF PAGING (SERS)	240'	NE LEG	2	1/2" Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
8	UHF TRANSMIT (SERS)	240'	NW LEG	1	1/2" Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
9	(3) 6.5' MAST OGTS/REL2 - 800 MHZ TRANSMIT (SERS)	260'	N FACE	1-2	1 1/2" Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
10	2.5' MAST TX/RX 101-90-08 - 600 MHZ RECEIVE (SERS)	280'	NE LEG	2	1 1/2" Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
11	10' DIPOLE SRL-210-C2 - VHF RECEIVE (SERS)	280'	NW LEG	1	1/2" Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
12	5' DIPOLE DB404 - UHF RECEIVE (SERS)	280'	S LEG	3	1/2" Ø	INSTALLED	INSTALLED	INSTALLED	INSTALLED
13	DUAL LIGHTING SYSTEM	280'	TOP	CENTER	CONDUIT	INSTALLED	INSTALLED	INSTALLED	INSTALLED
14a	FUTURE 6' Ø M/W - TO GRANITE FALLS (SERS)	*220'	NE LEG	2	EW80	FUTURE	FUTURE	FUTURE	FUTURE
14b	FUTURE 960 MHZ 4' Ø M/W - TO GREEN MOUNTAIN (USFS)	*250'	NE LEG	2	EW80	FUTURE	FUTURE	FUTURE	FUTURE

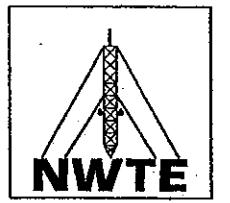
MARK	PROPOSED ANTENNAS	ELEV	MOUNTING LOCATION	POSITION NUMBER	FEED LINE	ANTENNAS & FEED LINES SUPPLIED BY	ANTENNAS & FEED LINES INSTALLED BY	ANTENNA MOUNTS SUPPLIED BY	ANTENNA MOUNTS INSTALLED BY
15	8' Ø HP M/W (USCG)	*215'	NW LEG	1	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
16	8' Ø HP M/W (USCG)	*185'	NW LEG	1	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
17	8' Ø HP M/W (USCG)	*195'	S LEG	3	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
18	8' Ø HP M/W (USCG)	*175'	S LEG	3	EW77	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
19	4' Ø GRID M/W (USCG)	*150'	NE LEG	2	1/2" Ø	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
20	10' 2-BAY DIPOLE SINCLAIR SD210-3C*2 (DOJ) RX	270'	N FACE	1-2	1 1/2" Ø	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
21	10' 2-BAY DIPOLE SINCLAIR SD210-3C*2 (DOJ) TX	195'	NW LEG	1	1/2" Ø	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR

- NOTES:**
- \* RAD. CENTER ELEVATION. ALL OTHERS ARE BASE ELEVATIONS.
  - 260-FT ELEVATION AND ABOVE IS RX ONLY ZONE.
  - 'CONTRACTOR' DENOTES RESPONSIBILITY OF THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS.
  - ALL FEEDLINES TO BE INSTALLED WITH TYPE "N" FEMALE CONNECTORS.
  - ALL SD210-3C\*2 ANTENNAS TO HAVE TOP SWAY ARM BRACES.
  - ALL FEEDLINES TO BE FITTED WITH OWNER SUPPLIED LIGHTNING ARRESTORS.
  - FEEDLINES MAY BE STACKED/BUNDLED TO REDUCE WIND LOAD.
  - CONTRACTOR TO SUPPLY MOUNTS FOR ALL PROPOSED ANTENNAS.
  - TOWER DESIGNED TO ACCOMMODATE THE FUTURE ANTENNAS - NOT TO BE SUPPLIED OR INSTALLED AT THIS TIME.



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**EXISTING/PROPOSED/FUTURE ANTENNAS**  
SCALE: NONE  
N/A  
S-4



**NORTHWEST TOWER ENGINEERING**  
2210 HEWITT AVE, STE 209  
EVERETT, WA 98201-3767  
PHONE: 425.258.4248  
FAX: 425.258.4289



NO.	DATE	ISSUE
1	9-22-03	BLDG PERMIT SUBMIT
2	11-19-03	LEG NUMBERING
3		
4		

**PERMIT SUBMITTAL**  
REVISION  
**EXISTING 280-FT SELF-SUPPORTING TOWER**  
TOWER DESCRIPTION  
**MARYSVILLE TANKS**  
8812 64TH ST NW  
MARYSVILLE, WA  
SITE LOCATION

**ANTENNA INFORMATION**  
SHEET TITLE


SHEET NO.	
PROJECT NO.	030066.02
DRAWN BY	K.P.W.
CHECKED BY	S.A.D.
DATE	11-19-03
SCALE	VARIES

# *Index #9*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 8, 2020**

AGENDA ITEM: Community Development Block Grant – REVISED Program Years 2020 & 2021 Funding Allocations	AGENDA SECTION: Consent
PREPARED BY: Amy Hess, Associate Planner	APPROVED BY: 
ATTACHMENT: 1. CDBG – Program Years (PYs) 2020 & 2021 Funding Recommendation REVISED 2. Exhibit A – Funding Recommendation Spreadsheet REVISED	MAYOR      CAO
BUDGET CODE:	AMOUNT:

**DESCRIPTION:**

A funding recommendation was made by the Citizen Advisory Committee (CAC) and approved by City Council for Community Development Block Grant (CDBG) funding for program years (PY) 2020 and 2021 on January 13, 2020.

The City received more than the anticipated \$345,000 in funding for PY 2020. A total allocation of \$385,261 has been awarded for PY 2020. The additional funds were disbursed amongst the subrecipients, per the original funding recommendation.

Once the impact of the recent pandemic, known as COVID-19, was realized, staff was directed to re-program a portion of the additional funds for PY 2020. The additional funds that were awarded to two (2) Capital Projects was to be re-programmed for short-term COVID-19 relief.

On April 24, 2020, an RFP was released for a total of \$32,971 for eligible public service agencies to prepare, prevent and respond to COVID-19. One eligible application was received in response to the RFP. The CAC reviewed the application and proposal.

On May 14, 2020, the CAC held a virtual meeting allowing the applicant to present their proposal and to determine a revised funding recommendation for PY 2020 to City Council. Attached is the CAC's revised funding recommendation for PY 2020 with the addition of COVID-19 relief project. No changes are recommended for PY 2021.

**RECOMMENDED ACTION:**

Approve the Citizen Advisory Committee's revised funding recommendations for Program Years 2020 & 2021, and direct staff to notify each subrecipient of the approved funding recommendations.

**COUNCIL ACTION:**



## **CDBG - Program Years (PYs) 2020 & 2021 Funding Recommendation - REVISED**

The Citizen Advisory Committee (CAC) for Housing and Community Development, having held a public meeting, on November 14, 2019, in review of Program Years (PY) 2020 & 2021 Community Development Block Grant (CDBG) applications for both Capital Projects and Public Services, in accordance with the City of Marysville 2020 – 2024 Consolidated Plan (ConPlan) that was approved by the U.S. Department of Housing and Urban Development (HUD), and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

### **FINDINGS:**

1. The City of Marysville has anticipated receiving approximately \$345,000 in CDBG funding for PY 2020 & 2021, respectively.
2. Unexpended balances from prior year projects, approximately \$11,030, is also available for allocation in PY2020.
3. On September 21, 2019 the Community Development Department released both capital projects and public service grant applications.
4. A total of five (5) Public Facility and Infrastructure (PF&I) and six (6) Public Service (PS) applications were received.
5. The CAC reviewed each grant application to ensure that each project and service met a national objective, was an eligible activity and met the strategies and objectives identified in the ConPlan. One PF&I application was determined to be an ineligible activity.
6. Funding requested in the grant applications for each program year exceeded that of the approximately \$345,000 in anticipated funding from HUD.
7. The CAC held a public meeting on November 14, 2019 allowing each eligible applicant to present their PF&I Project and Public Service applications to the CAC and to evaluate each application in accordance with the scoring criteria outlined in the Capital Project and Public Service applications, and make a funding recommendation to City Council for PY's 2020 & 2021.
8. After the impact of the pandemic, known as COVID-19, became apparent, City Staff made the decision to re-program a portion of the Program Year 2020 funds to prevent, prepare, and respond to COVID-19.
9. On April 24, 2020, the Community Development Department released COVID-19 grant applications.
10. A total of two (2) applications were received. One application was determined to be an ineligible activity. One application was determined to be an eligible activity.
11. On May 14, 2020, the CAC held a virtual meeting allowing the eligible applicant to present their COVID-19 relief proposal and make a funding recommendation to City Council for PY 2020.

### **CONCLUSIONS:**

At a meeting held on December 6, 2019, the CAC recommended funding the Capital Projects, Public Services, and Administration. An additional meeting was held May 14, 2020



to review the application for COVID-19 relief. The CAC recommended funding as revised and reflected in the spreadsheet attached hereto as **Exhibit A**.

**RECOMMENDATION:**

Forwarded to the Marysville City Council as a Recommendation to provide CDBG funding for the Capital Projects, Public Services, and Administration as reflected in the spreadsheet attached hereto as **Exhibit A** this **18<sup>th</sup> day of May, 2020**.

By:   
Greg Kanehen, CAC Chair

Organization	Activity	PY2020 Request	PY2021 Request	PY2020 CAC Recommendation	PY2021 CAC Recommendation
<b>CAPITAL PROJECTS</b>					
City of Marysville Parks	Cedar Field Playground	\$160,000	\$0	\$82,570	
Homage Senior Services	Minor Home Repair	\$95,000	\$100,000	\$95,000	\$100,000
City of Marysville PW	Crosswalk Improvement Program	\$0	\$150,000		\$81,200
Boys & Girls Club of Snohomish County	Capital Upgrades	\$62,900	\$47,100	\$62,900	\$47,100
<b>TOTAL</b>		<b>\$317,900</b>	<b>\$297,100</b>	<b>\$240,470</b>	<b>\$228,300</b>

Organization	Activity	PY2020 Request	PY2021 Request	PY2020 CAC Recommendation	PY2021 CAC Recommendation
<b>PUBLIC SERVICES (15% maximum) (Suspended for PY2020)</b>					
Housing Hope	Beachwood Apartments	\$18,408	\$18,958	\$19,515	\$17,500
Homage Senior Services	Meals on Wheels	\$15,000	\$20,000	\$15,900	\$14,700
Interfaith Association NW WA	Miracle House	\$23,159	\$23,159	\$0	\$0
Volunteers of America	Maud's House Emergency Women's Shelter	\$50,130	\$50,130	\$0	\$0

Exhibit A

Domestic Violence Services	Prevention/Education Program	\$10,000	\$10,000	\$0	\$0
Marysville Community Food Bank	Food for Thought Backpack Program	\$20,000	\$20,000	\$21,200	\$19,500
Seattle Goodwill	COVID-19 Relief	\$32,971		\$32,971	
<b>TOTAL</b>		<b>\$169,668</b>	<b>\$142,247</b>	<b>\$89,586</b>	<b>\$51,700</b>

Organization	Activity	PY2020 Request	PY2021 Request	PY2020 CAC Recommendation	PY2021 CAC Recommendation
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<b>ADMINISTRATION (20% maximum)</b>					
City of Marysville	Planning and Administration	\$66,000	\$66,000	\$66,230	\$65,000

<b>PY2020 Actual Allocation</b>		<b>\$385,261</b>		<b>\$396,286</b>	
<b>PY2021 Anticipated Allocation</b>			<b>\$345,000</b>		<b>\$345,000</b>

<b>CAC RECOMMENDATION FOR PY2020</b>					
<b>PY2020 Capital Projects</b>		<b>\$240,470</b>	<b>60.68%</b>		
<b>PY2020 Public Services</b>		<b>\$89,586</b>	<b>22.61%</b>	<b>15% maximum (suspended)</b>	
<b>PY2020 Administration</b>		<b>\$66,230</b>	<b>16.71%</b>	<b>20% maximum</b>	
	<b>PY2020 TOTAL</b>	<b>\$396,286</b>	<b>100.00%</b>		

<b>CAC RECOMMENDATION FOR PY2021</b>					
--------------------------------------	--	--	--	--	--


## Exhibit A

<b>PY2021 Capital Projects</b>	<b>\$228,300</b>	<b>66.17%</b>	
<b>PY2021 Public Services</b>	<b>\$51,700</b>	<b>14.99%</b>	<b>15% maximum</b>
<b>PY2021 Administration</b>	<b>\$65,000</b>	<b>18.84%</b>	<b>20% maximum</b>
<b>PY2021 TOTAL</b>	<b>\$345,000</b>	<b>100.00%</b>	

# *Index #10*

EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: June 8, 2020**

<b>AGENDA ITEM:</b>	
An Ordinance to amend the City of Marysville MMC 22E.020 Floodplain Management regulations as well as Marysville Municipal Code chapters 22A.020 – Definitions	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Cheryl Dungan, Senior Planner	
<b>DEPARTMENT:</b>	
Community Development	
<b>ATTACHMENT:</b>	
Adopting Ordinance (including):	
<ul style="list-style-type: none"> <li>• Exhibit A – Memo to CC dated May 11, 2020</li> <li>• Exhibit B – DOE Required Changes</li> <li>• Exhibit C – Planning Commission Recommendation</li> <li>• Exhibit D – Adopting Ordinance</li> </ul>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The city is covered under the *National Floodplain Insurance Program* (NFIP), as a member the City is required to update and adopt revisions to the City’s Floodplain Management Ordinance periodically to ensure compliance with the NFIP. FEMA is in the process, which began in 2007, of updating the *Flood Insurance Rate Maps* (FIRM) and the *Flood Insurance Study for Snohomish County and Incorporated Areas* FIS. It is anticipated that the revised maps and study will be adopted by FEMA, on June 19, 2020. In order for the City of Marysville to continue to qualify for the NFIP, the city is required by both FEMA and DOE to adopt the proposed revisions no later than the June 19, 2020 date.

The proposed changes can be broken down into 3-categories:

- 1) Changes that were outlined in the *Washington State Model Floodplain Ordinance* in order for the City to remain in compliance with the *National Floodplain Insurance Program* (NFIP);
- 2) Other staff recommended changes to bring MMC Chapter 22E.020 *Floodplain Management* up to date with the city review process and to add and/or update language that was considered outdated or obsolete; and
- 3) DOE recommended changes (attachment 3)

The Marysville Planning Commission (PC) completed their review and recommends the City Council approve of the proposed revisions to MMC 22E.020 *Floodplain Management* and MMC 22A.020 *Definitions* to ensure the city remains compliant and continues to qualify for the NFIP.

<b>RECOMMENDED ACTION:</b>
Staff recommends Council adopt the Ordinance amending Marysville Municipal Code chapters 22A.020 – Definitions and 22E.020 – Floodplain Management.
<b>RECOMMENDED MOTION:</b>
I move to adopt the Ordinance presented to amend the Marysville Municipal Code Chapter 22A.020 – Definitions and Chapter 22E.020 –Floodplain Management.



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

## MEMORANDUM

**DATE:** May 11, 2020  
**TO:** City Council  
**FROM:** Cheryl Dungan, Senior Planner  
**RE:** Floodplain Protection Code Amendments

---

### Introduction

The city is covered under the NFIP, as a member the City is required to update and adopt revisions to the City's Floodplain Management Ordinance periodically to ensure compliance with the NFIP. FEMA is in the process, which began in 2007, of updating the *Flood Insurance Rate Maps (FIRM)* and the *Flood Insurance Study for Snohomish County and Incorporated Areas FIS*. It is anticipated that the revised maps and study will be adopted by FEMA, no later than June 19, 2020. In order for the City of Marysville to continue to qualify for the NFIP, the city is required by both FEMA and DOE to adopt the proposed revisions.

To help you familiarize yourselves with the City's floodplain areas FIRM maps are attached for your information. The following zones are located in the city's floodplain: Zone A; AE; and X. Zone A contains areas within the 100-year floodplain where base flood elevations have not been determined (primarily Quilceda & Allen Creek). Zone AE are areas within the 100-year floodplain where base flood elevations have been determined (Ebey Slough and Qwuloolt). A designated floodway has also been determined for Ebey Slough and Qwuloolt, but not for Allen or Quilceda Creeks.

### Purpose

The purpose of this memo is to provide information regarding the DOE and staff recommended changes to MMC 22E.020 *Floodplain Management*. The proposed changes can be broken down into 2-categories:

- 1) Changes that were outlined in the *Washington State Model Floodplain Ordinance* in order for the City to remain in compliance with the *National Floodplain Insurance Program (NFIP)*; and
- 2) Other staff recommended changes to bring MMC Chapter 22E.020 *Floodplain Management* up to date with the city review process and to add and/or update language that was considered outdated or obsolete.
- 3) Department of Ecology (DOE) recommended changes.

**Revisions**

A summary of the DOE changes is attached, the summary was specifically developed by DOE to inform the City of Marysville of the revisions necessary for the city to continue to qualify for the NFIP (attachment A).

Other changes include updating language that prohibits new residential construction and/or substantial improvements in the 100-year floodplain; the proposed language change is consistent with the requirement that 100% of the 100-year floodplain be deducted from the gross acreage when net density calculations are calculated for a residential development. The other recommended staff change is to require all variances from the floodplain regulations be heard by the City's Hearing Examiner instead of the City Council. This change is consistent with many other land use actions that are currently heard by the Hearing Examiner.

**Recommendation**

Staff recommends that City Council approve the Planning Commission's recommendation to approve the proposed changes to Chapter 22E.020 *Floodplain Management*, 22A.020 and incorporate DOE's recommended changes into the code revisions.



**From:** Radabaugh, David (ECY) <[DRAD461@ECY.WA.GOV](mailto:DRAD461@ECY.WA.GOV)>  
**Sent:** Monday, April 20, 2020 2:25 PM  
**To:** Cheryl Dungan <[CDungan@marysvillewa.gov](mailto:CDungan@marysvillewa.gov)>  
**Subject:** [External!] RE: PC packet - Floodplain Management

**External Email Warning! Use caution before clicking links or opening attachments.**

Cheryl,

Thank you for the chance to review the draft ordinance. All and all, I really liked the ordinance. However, I do have a handful of comments:

1. The city should add or update the following definitions:

**Elevation Certificate:** An administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

**Reasonably Safe from Flooding:** Development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, reasonably safe from flooding means that the lowest floor is at least two feet above the Highest Adjacent Grade.

2. MMC 22E.020.080 should also include:
  - a. Where development is proposed in a floodway, an engineering analysis indicating no rise of the Base Flood Elevation; and
  - b. Any other such information that may be reasonably required by the Floodplain Administrator in order to review the application.
3. MMC 22E.020.130 should be updated to read:

#### **Subdivision Proposals and Development**

All subdivisions, as well as new development shall:

- 1) Be consistent with the need to minimize flood damage;
  - 2) Have public utilities and facilities, such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
  - 3) Have adequate drainage provided to reduce exposure to flood damage.
  - 4) Where subdivision proposals and other proposed developments contain greater than 50 lots or 5 acres (whichever is the lesser) base flood elevation data shall be included as part of the application.
4. The standard for residential development is very good. However, the residential development standards should be included in the case of a variance approval.

5. What standards apply to the placement of a manufactured home? Is the intent of the code to treat manufactured homes as residential structures? If placement of manufactured homes is allowed in the Special Flood Hazard Area, then at a minimum,
- 1) All manufactured homes to be placed or substantially improved on sites shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement\*.  
This applies to manufactured homes:
    - a) Outside of a manufactured home park or subdivision,
    - b) In a new manufactured home park or subdivision,
    - a) In an expansion to an existing manufactured home park or subdivision, or
    - d) In an existing manufactured home park or subdivision on a site which a manufactured home has incurred "substantial damage" as the result of a flood; and
  - 2) Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the above manufactured home provisions be elevated so that either:
    - a) The lowest floor of the manufactured home is elevated one foot or more\*
    - b) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
6. The ordinance should include:

**AE and A1-30 Zones with Base Flood Elevations but No Floodways**

In areas with BFEs (when a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

Please let me know if there are questions.

David Radabaugh, AICP, CFM  
 State NFIP Coordinator  
 Department of Ecology  
 Northwest Regional Office  
 3190 - 160th Avenue SE  
 Bellevue, WA 98008-5452  
 Office: (425) 649-4260  
 Cell: (425) 417-3777  
[david.radabaugh@ecy.wa.gov](mailto:david.radabaugh@ecy.wa.gov)



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

## PC Recommendation - Floodplain Management Amendments

The Planning Commission of the City of Marysville, having held a public hearing on March 10, 2020 in review of amendments relating to MMC Chapter 22E.020 *Floodplain Management* and MMC Chapter 22A.020 *Definitions*, related to changes as outlined in the *Washington State Model Floodplain Ordinance* in order for the City to remain in compliance with the *National Floodplain Insurance Program (NFIP)*; and other staff recommended changes to bring MMC Chapter 22E.020 *Floodplain Management* up to date with the city review process, and having considered the exhibits and testimony presented, does hereby enter the following findings, conclusions and recommendation for consideration by Marysville City Council:

### FINDINGS:

1. The Planning Commission held a public work session to review amendments relating to MMC Chapter 22E.020 *Floodplain Management* and MMC Chapter 22A.020 *Definitions* on February 11, 2020.
2. A *SEPA Threshold Determination of Non-significance* was issued for the proposed amendments on February 13, 2020 under the *State Environmental Policy Act, WAC 197-11-340(2)*.
3. Community Development Staff submitted the DRAFT amendments relating to MMC Chapter MMC Chapter 22E.020 *Floodplain Management* and MMC Chapter 22A.020 *Definitions* to the State of Washington Department of Commerce for expedited review pursuant to RCW 36.70A.106(3)(b).
4. The Community Development Department received a letter from the State of Washington Department of Commerce acknowledging receipt of the DRAFT amendments and granted expedited review on February 24, 2020 and processed with the material ID #2020-S-1187. No comments were received from State Agencies.
5. The Planning Commission held a duly-advertised public hearing on March 10, 2020.
6. No public comments were received on the DRAFT amendments to MMC Chapter 22E.020 *Floodplain Management* and MMC Chapter 22A.020 *Definitions*.

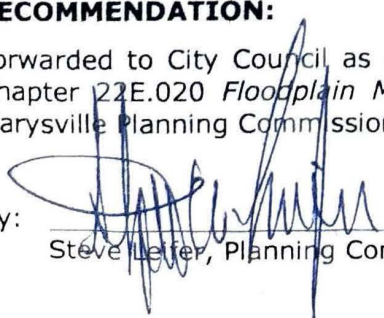
### CONCLUSION:

At the public hearing, the Planning Commission recommended adoption of the amendments relating to MMC Chapter MMC Chapter 22E.020 *Floodplain Management*, attached hereto as **Exhibit A**, and MMC Chapter 22A.020 *Definitions*, attached hereto as **Exhibit B**, as reflected in the Planning Commission Minutes, dated March 10, 2020, attached hereto as **Exhibit C**.

### RECOMMENDATION:

Forwarded to City Council, as a Recommendation of Approval of the amendments to MMC Chapter 22E.020 *Floodplain Management* and MMC Chapter 22A.020 *Definitions*, by the Marysville Planning Commission this 10<sup>th</sup> day of March, 2020.

By:

  
Steve Helder, Planning Commission Chair

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

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

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, REPEALING MARYSVILLE MUNICIPAL CODE CHAPTER 22E.020 FLOODPLAIN MANAGEMENT AMENDING MARYSVILLE MUNICIPAL CODE TITLE 22 UNIFIED DEVELOPMENT CODE, ADOPTING A NEW FLOODPLAIN MANAGEMENT CHAPTER 22E.020 AND AMENDING DEFINITIONS IN MARYSVILLE MUNICIPAL CODE SECTIONS 22A.020.020, 22A.020.030, 22A.020.060, 22A.020.070, 22A.020.090, 22A.020.130, 22A.020.140, 22A.020.190, AND 22A.020.200.**

**WHEREAS**, the State Growth Management Act, Chapter 36.70A RCW mandates that cities periodically review and amend development regulations, including zoning ordinances and official controls; and

**WHEREAS**, RCW 36.70A.106 requires the processing of amendments to the City's development regulations in the same manner as the original adoption of the City's comprehensive plan and development regulations; and

**WHEREAS**, the State Growth Management Act requires notice and broad public participation when adopting or amending the City's comprehensive plan and development regulations; and

**WHEREAS**, the City, in reviewing and amending its development regulations has complied with the notice, public participation, and processing requirements established by the Growth Management Act, as more fully described below; and

**WHEREAS**, the City Council of the City of Marysville finds that from time to time it is necessary and appropriate to review and revise provisions of the City's municipal code and development code (MMC Title 22); and

**WHEREAS**, during a public meeting on February 11, 2020, the Planning Commission discussed changes to Marysville Municipal Code Chapter 22E.020 floodplain management amending Marysville Municipal Code Title 22 Unified Development Code, adopting a new Floodplain Management Chapter 22E.020 and amending definitions in Marysville Municipal Code Sections 22A.020.020, 22A.020.030, 22A.020.060, 22A.020.070, 22A.020.090, 22A.020.130, 22A.020.140, 22.020.190, and 22A.020.200; and

**WHEREAS**, the City of Marysville submitted the proposed development regulation revisions to the Washington State Department of Commerce as required by RCW 36.70A.106. The proposed development regulation revisions were received by the Washington State Department of Commerce on February 10, 2020, and processed with the Material the material ID #2020-S-1187. No comments were received from State agencies; and

**WHEREAS**, a *SEPA Threshold Determination* was issued for the proposed amendments on February 13, 2020 under the *State Environmental Policy Act* under WAC 197-11-340(20) and there were no appeals;

**WHEREAS**, after providing notice to the public as required by law, the Marysville Planning Commission held a Public Hearing on March 10, 2020 regarding the proposed amendments to MMC Sections 22C.010.060, 22C.020.060, and 22C.240.030; and

**WHEREAS**, on March 10, 2020 the Planning Commission made a *Recommendation* to the City Council recommending the adoption of the proposed amendments to repeal Marysville Municipal Code Chapter 22E.020 floodplain management repeal of Marysville Municipal Code Title 22 Unified Development Code, adopting a new Floodplain Management Chapter 22E.020 and amending definitions in Marysville Municipal Code Sections 22A.020.020, 22A.020.030, 22A.020.060, 22A.020.070, 22A.020.090, 22A.020.130, 22A.020.140, 22.020.190, and 22A.020.200; and

**WHEREAS**, the City received written confirmation from the Department of Ecology (the "Department") that the City's proposed changes to the Floodplain Management Code is consistent with required changes as outlined in the *Washington State Model Floodplain Ordinance* and to qualify for the *National Insurance Flood Program* subject to the Department's Finding and Conclusions and the Department's Required Changes, which Required Changes are attached hereto as **Exhibit B**; and

**WHEREAS**, at a public meeting on June 8, 2020 the Marysville City Council reviewed and considered the Planning Commission's Recommendation and the proposed amendments to Marysville Municipal Code Chapter 22E.020 floodplain management, repealing and adopting a new Floodplain Management Chapter 22E.020 and amending definitions in Marysville Municipal Code Sections 22A.020.020, 22A.020.030, 22A.020.060, 22A.020.070, 22A.020.090, 22A.020.130, 22A.020.140, 22.020.190, and 22A.020.200.

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

Section 1. Chapter 22E.020 MMC, Floodplain Management, is hereby repealed, in its entirety.

**Section 1.** Chapter 22E.020 MMC, Floodplain Management, is hereby repealed, in its entirety.

**Section 2.** A new MMC Title 22E.010, Unified Development Code (UDC), is hereby adopted to read as set out in **Exhibit A**, attached hereto and incorporated herein by this reference, subject to the Department's required changes, which are attached in **Exhibit B**.

**Section 3. 22A.020.020 "A" definitions.**

**"Alteration of Watercourse (floodplain management)" means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.**

**"Area of shallow flooding (floodplain management)"** means a designated AO or AH zone on the flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding. The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. AO is characterized as sheet flow and AH indicates ponding.

**"Area of special flood hazard (floodplain management)"** means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as zone A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). "Special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".

**Section 4. 22A.020.030 "B" definitions.**

**"Base Flood Elevation or BFE (floodplain management)" means the elevation to which floodwater is anticipated to rise during the base flood.**

**Section 5. 22A.020.060 "E" definitions.**

**Elevation Certificate means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).**

**Section 6. 22A.020.070 "F" definitions.**

**"Flood or Flooding (floodplain management)" means:**

(1) A general and temporary condition of partial or complete inundation of normally dry land areas from:

(a) The overflow of inland or tidal waters.

(b) The unusual and rapid accumulation or runoff of surface waters from any source.

(c) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.

**"Flood Elevation Study (floodplain management)" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a Flood Insurance Study (FIS).**

**"Flood Insurance Rate Map or FIRM (floodplain management)" means the official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).**

**"Floodplain or Flood Prone Area (floodplain management)" means any land area susceptible to being inundated by water from any source. See "Flood or flooding."**

**"Floodplain Administrator (floodplain management)" means the community official designated by title to administer and enforce the floodplain management regulations.**

**"Flood Proofing (floodplain management)" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. Flood proofed structures are those that**

have the structural integrity and design to be impervious to floodwater below the Base Flood Elevation.

**“Floodway (floodplain management)”** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as “Regulatory Floodway.”

**“Functionally Dependent Use (floodplain management)”** means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

**Section 7. 22A.020.090 “H” definitions.**

**“Highest Adjacent Grade (floodplain management)”** means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**“Historic Structure (floodplain management)”** means any structure that is: Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(1) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(2) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

(3) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior,

or

(b) Directly by the Secretary of the Interior in states without approved programs.

**Section 8. 22A.020.130 “L” definitions.**

**“Lowest floor (floodplain management)”** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this code (i.e. provided there are adequate flood ventilation openings).

**Section 9. 22A.020.140 “M” definitions.**

**“Mean Sea Level (floodplain management)”** means for purposes of the National Flood Insurance Program, the vertical datum to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

**Section 10. 22A.020.190 "R" definitions.**

"Reasonably safe from flooding" means development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, reasonably safe from flooding means that the lowest floor is as least two feet above the Highest Adjacent Grade.

- a. Where development is proposed in a floodway, an engineering analysis indicating no rise of the Base Flood Elevation; and
- b. Any other such information that may be reasonably required by the Floodplain Administrator in order to review the application.

**Section 11. 22A.020.200 "S" definitions.**

"Structure (floodplain management)" means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial improvement (floodplain management)" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct previously identified existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions; or
- "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."(2)

**Section 12. 22A.020.230 "V" definitions.**

"Variance (floodplain management)" means a grant of relief by a community from the terms of a floodplain management regulation.

**Section 13.** MMC 22A.010.160 is hereby amended to add the following reference to this adopted ordinance in order to track amendments to the City's Unified Development Code:

**"22A.010.160 Amendments.**

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Floodplain Management and Definition Amendments	_____, 2020"

**Section 10. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of



competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 11. Corrections.** Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections

**Section 12. Effective Date.** Pursuant to RCW 90.58.090(7), this ordinance shall be effective fourteen (14) days from the date of the Department of Ecology's Written Notice of Final Action to the City.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of June, 2020.

CITY OF MARYSVILLE

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

Attest:

By: \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

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

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

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

# *Index #11*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: June 8, 2020**

<b>AGENDA ITEM:</b>	
Frontier Communications Franchise Amendment	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Burton Eggertsen	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
A. Proposed Ordinance & Amendment of Cable Franchise B. Cable Franchise Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

Frontier Communications Northwest, Inc. (“Frontier”) is the authorized holder of a cable-system franchise in Marysville (the “Franchise”). The Franchise was originally granted to Verizon Northwest in 2008, and assigned to Frontier in 2009. Frontier was in turn acquired by Northwest Fiber, LLC on May 1<sup>st</sup>, 2020, whereby Frontier has become a wholly-owned subsidiary of Northwest Fiber. The Council approved the proposed transfer of control from Frontier to Northwest Fiber on October 29, 2019.

The Franchise is set to expire on August 5, 2020. In order to provide Frontier and Northwest Fiber time to review the existing Franchise prior to longer-term renewal, Frontier has requested that the Franchise be extended by one year. The attached Amendment of Cable Franchise will extend the term of the Franchise by one year, to August 5, 2021.

**RECOMMENDED ACTION:** Staff recommends Council consider approving the extension of the Franchise by one year, and authorizing the Mayor to sign the Amendment of Cable Franchise.

**PROPOSED MOTION:** I move approve the extension of the term of the Franchise by one year and to authorize the Mayor to execute the Amendment of Cable Franchise.

CITY OF MARYSVILLE  
Marysville, Washington

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON, EXTENDING THE TERM OF A FRANCHISE GRANTED TO  
FRONTIER COMMUNICATIONS NORTHWEST, INC.**

WHEREAS, Frontier Communications Northwest, Inc. (“Franchisee”) is the duly authorized holder of a franchise (the “Franchise”), authorizing Franchisee to operate and maintain a cable system in the City of Marysville (the “City”); and

WHEREAS, the Franchise was originally granted to Verizon Northwest, Inc. on August 5, 2008; and

WHEREAS, Verizon Northwest, Inc. was later acquired by Franchisee, and the City approved the transfer of control of Verizon Northwest to Franchisee in 2009; and

WHEREAS, on May 28, 2019, Northwest Fiber, LLC (“Northwest Fiber”) entered into an agreement with Frontier Communications and its wholly-owned subsidiary Frontier Communications ILEC Holdings, LLC (together “Frontier”) in order to acquire control of the Franchisee, among other Frontier entities (the “Transaction”); and

WHEREAS, the City consented to the Transaction on October 29, 2019.

WHEREAS, the Transaction closed on May 1<sup>st</sup>, 2020; and

WHEREAS, the Franchise is set to expire on August 5, 2020; and

WHEREAS, to provide Northwest Fiber sufficient time to review the Franchise, the City and Franchisee desire to extend the term of the Franchise by one year.

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

SECTION 1. The City approves the extension of the term of the Franchise by one year and the Mayor is authorized to execute the Amendment of Cable Franchise attached hereto as **Exhibit A**. All other terms and conditions contained in the Franchise shall remain in full force and effect.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 3. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

SECTION 4. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MARYSVILLE

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

Attest:

By \_\_\_\_\_  
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

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

Date of publication: \_\_\_\_\_  
Effective Date (5 days after publication): \_\_\_\_\_

**AMENDMENT OF CABLE FRANCHISE**

THIS AMENDMENT OF CABLE FRANCHISE is entered into as of the last signature date set forth below by and between the City of Marysville, Washington (the “City”) and Frontier Communications Northwest, Inc. (the “Franchisee”).

WHEREAS, Franchisee is the duly authorized holder of a franchise (the “Franchise”), authorizing Franchisee to operate and maintain a cable system in the City of Marysville; and

WHEREAS, the Franchise was originally granted to Verizon Northwest, Inc. on August 5, 2008; and

WHEREAS, Verizon Northwest, Inc. was later acquired by Franchisee, and the City approved the transfer of control of Verizon Northwest to Franchisee in 2009; and

WHEREAS, on May 28, 2019, Northwest Fiber, LLC (“Northwest Fiber”) entered into an agreement with Frontier Communications and its wholly-owned subsidiary Frontier Communications ILEC Holdings, LLC (together “Frontier”) in order to acquire control of the Franchisee, among other Frontier entities (the “Transaction”); and

WHEREAS, the City consented to the Transaction on October 29, 2019.

WHEREAS, the Transaction closed on May 1<sup>st</sup>, 2020; and

WHEREAS, the Franchise is set to expire on August 5, 2020; and

WHEREAS, to provide Northwest Fiber sufficient time to review the Franchise, the parties desire to extend the term of the Franchise by one year.

NOW, THEREFORE, the City and Franchisee agree as follows:

1. The term of the Franchise is hereby extended by one year, and shall now expire on August 5, 2021. All other terms and conditions contained in the Franchise shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment as of the last date written below.

**[SIGNATURES ON FOLLOWING PAGE]**

NORTHWEST FIBER, LLC:

 5/12/20

By: George Baker Thomson, Jr.

Date

Its: Associate General Counsel

CITY OF MARYSVILLE:

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

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

CABLE FRANCHISE AGREEMENT  
BETWEEN  
THE CITY OF MARYSVILLE, WASHINGTON  
AND  
VERIZON NORTHWEST INC.



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THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the City of Marysville, a duly organized municipal corporation under the applicable laws of the State of Washington (the "City") and Verizon Northwest Inc., a corporation duly organized under the applicable laws of the State of Washington (the "Franchisee").

WHEREAS, the City wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system in the Franchise Area as designated in this Franchise;

WHEREAS, the City is a "franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to federal and Washington state law;

WHEREAS, Franchisee is in the process of installing a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Franchise Area for the transmission of Non-Cable Services pursuant to authority granted by the State of Washington and federal law;

WHEREAS, the FTTP Network will occupy the Public Rights-of-Way within the City, and Franchisee desires to use portions of the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the City has identified the future cable-related needs and interests of the City and its community, has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's plans for its Cable System are adequate, in a full public proceeding affording due process to all parties;

WHEREAS, the City has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the City has determined that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the City and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the City's grant of a franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise Area of the City pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE PARTIES DO HEREBY AGREE AS FOLLOWS:

## 1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the City without charge for non-commercial Educational or Governmental use for the transmission of video programming as directed by the City, or its designees, as applicable.

1.2. *Additional Service Area*: Shall mean any such portion of the Service Area added pursuant to Section 3.1.3 of this Agreement.

1.3. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.4. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the EG Channels required by this Franchise.

1.5. *Cable Operator*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(5), but does not include direct broadcast satellite providers.

1.6. *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.7. *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7). The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Franchise Area and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.8. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.9. *City*: The City of Marysville or the lawful successor, transferee, or assignee thereof.

1.10. *Communications Act*: The Communications Act of 1934, as amended by, among other things, the Cable Communications Policy Act of 1984, the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996 as it may be further amended from time to time.

1.11. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.12. *Educational Access Channel*: An Access Channel available for the use solely of the local public schools in the Franchise Area.

1.13. *EG*: Educational and Governmental.

1.14. *Extended Service Area*: The portion of the Franchise Area as outlined in Exhibit A.

1.15. *FCC*: The United States Federal Communications Commission or successor governmental entity thereto.

1.16. *Force Majeure*: Force Majeure is an event or events reasonably beyond the ability of Franchisee to anticipate and control, such as:

(a) severe or unusual weather conditions, fire, flood, or other acts of God, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy;

(b) actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible or work delays caused by waiting for other utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary; and

(c) telephone network outages only when such outages are outside the control of Franchisee.

1.17. *Franchise Area*: The incorporated area (entire existing territorial limits) of the City and such additional areas as may be included in the corporate (territorial) limits of the City during the term of this Franchise.

1.18. *Franchisee*: Verizon Northwest Inc., and its lawful and permitted successors, assigns and transferees.

1.19. *Government Access Channel*: An Access Channel available for the use solely of the City.

1.20. *Gross Revenue*: All revenue, including any and all cash, credits, property, or consideration of any kind, as determined in accordance with generally accepted accounting principles, which is earned or derived by Franchisee and/or its Affiliates, received from Franchisee's provision of Cable Service over the Cable System in the Franchise Area. Gross Revenue shall be reported to the City using the "accrual method" of accounting. Gross Revenue shall include, but may not be limited to, the following items so long as all other Cable Operators in the Service Area include the same in Gross Revenues for purposes of calculating franchise fees:

(a) fees charged for Basic Service;

(b) fees charged to Subscribers for any service tier other than Basic Service;

- (c) fees charged for premium Channel(s), e.g. HBO, Cinemax, or Showtime;
- (d) fees charged to Subscribers for any optional, per-channel, or per-program services;
- (e) charges for installation, additional outlets, relocation, disconnection, reconnection, and change-in-service fees for video or audio programming;
- (f) fees for downgrading any level of Cable Service programming;
- (g) fees for service calls;
- (h) fees for leasing of Channels;
- (i) rental of customer equipment, including converters (e.g. set top boxes, high definition converters, and digital video recorders) and remote control devices;
- (j) advertising revenue as set forth herein;
- (k) revenue from the sale or lease of access Channel(s) or Channel capacity;
- (l) revenue from the sale or rental of Subscriber lists;
- (m) revenues or commissions received from the carriage of home shopping channels;
- (n) fees for any and all music services that are deemed to be a Cable Service over a Cable System;
- (o) revenue from the sale of program guides;
- (p) late payment fees;
- (q) forgone revenue that Franchisee chooses not to receive in exchange for trades, barbers, services, or other items of value;
- (r) revenue from NSF check charges;
- (s) revenue received from programmers as payment for programming content cablecast on the Cable System; and
- (t) Franchise fees hereunder.

Advertising commissions paid to independent third parties shall not be deducted from advertising revenue included in Gross Revenue. Advertising revenue is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's Subscribers within all areas covered by the particular advertising source as of the last day of such period, e.g., Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Washington. Franchisee has 100 Subscribers in the Franchise Area, 500 Subscribers in Washington, and 1,000 Subscribers nationwide. Gross Revenue as to the City from Ad "A" is 10% of Franchisee's revenue

therefrom. Gross Revenue as to the City from Ad "B" is 20% of Franchisee's revenue therefrom.

Notwithstanding the foregoing, Gross Revenue shall not include:

1.20.1. Revenues received by any Affiliate or other Person from Franchisee in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System in the Franchise Area;

1.20.2. Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.20.3. Refunds, rebates, or discounts made to Subscribers or other third parties;

1.20.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from: Telecommunications Services; Information Services, including without limitation Internet Access services; and any other revenues attributed to Non-Cable Services in accordance with applicable federal and state laws or regulations;

1.20.5. Any revenue of Franchisee or any Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, except for home shopping commissions paid to Franchisee;

1.20.6. The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.20.7. The imputed value of the provision of Cable Services to customers on a complimentary basis including, without limitation, the provision of Cable Services to public buildings as required or permitted herein;

1.20.8. Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal, or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees and revenue);

1.20.9. Any forgone revenue that Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable services to any Person, including without limitation, the City, employees of Franchisee and any public institutions or other institutions designated in the Agreement; provided, however, that such forgone revenue that Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value in place of cash consideration shall be included in Gross Revenue;

1.20.10. Sales of capital assets or sales of surplus equipment;

1.20.11. Reimbursement by programmers of marketing costs incurred by Franchisee for the introduction of new programming pursuant to a written marketing agreement;

1.20.12. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; or

1.20.13. Any fees or charges collected from Subscribers or other third parties for the EG Grant.

1.21. *Information Service*: Shall be defined herein as it is defined under Title I Section 3 of the Communications Act, 47 U.S.C. §153(20).

1.22. *Initial Service Area*: The portion of the Franchise Area as outlined in Exhibit A.

1.23. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.24. *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.25. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity (excluding the City).

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the City. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.27. *Service Area*: All portions of the Franchise Area where Cable Service is being offered, including the Initial Service Area, Extended Service Area, and any Additional Service areas.

1.28. *Service Date*: The date that the Franchisee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Franchise Area. The Franchisee shall memorialize the Service Date by notifying the City in writing of the same, which notification shall become a part of this Franchise.

1.29. *Service Interruption*: The loss of picture or sound on one or more cable channels.

1.30. *Subscriber*: A Person, or the City, who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.31. *Telecommunications Facilities*: Franchisee's existing Telecommunications Service and Information Service facilities and its FTTP Network facilities.

1.32. *Telecommunications Service*: Shall be defined herein as it is defined under Title I Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.33. *Title II*: Title II of the Communications Act.

1.34. *Title VI*: Title VI of the Communications Act.

1.35. Transfer of the Franchise:

1.35.1. Any transaction in which:

1.35.1.1. an ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.35.1.2. the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

1.35.2. However, notwithstanding Sub-sections 1.35.1.1 and 1.35.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.36. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

## 2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Communications Act, the City hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *City Does Not Regulate Telecommunications Under This Franchise*: The City's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance or operation of the Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. Nothing in this Agreement shall affect any City authority to adopt and enforce lawful regulations with respect to Franchisee's Telecommunications Facilities in the Public Rights of Way.



2.3. *Term:* This Franchise shall become effective on August 7, 2008 (the "Effective Date"). The term of this Franchise shall be twelve (12) years from the Effective Date unless the Franchise is earlier revoked as provided herein.

2.4. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the City reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise.

2.5. *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal and state law as they may be amended, including but not limited to the Communications Act.

2.6. No Waiver:

2.6.1. The failure of the City on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act or any other applicable State or Federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the City from performance, unless such right or performance has been specifically waived in writing.

2.7. Construction of Agreement:

2.7.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.8. *Police Powers:* In executing this Franchise, the Franchisee acknowledges that its rights hereunder are subject to the lawful police powers of the City. Franchisee agrees to comply with all lawful and applicable general laws and ordinances enacted by the City pursuant to such power. Nothing in the Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the City's police powers. However, if the reasonable, necessary and lawful exercise of the City's police power results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modifications shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-

referenced modification to the Franchise, the parties agree to submit the matter to mediation. The matter submitted to mediation shall be limited to what effect, if any, the City's exercise of police powers has on the terms of the Franchise. In the event mediation does not result in an agreement, then the Franchisee may terminate this Agreement without further obligation to the City or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (but not necessarily administered by the American Arbitration Association) or as otherwise mutually agreed by the parties.

### 3. **PROVISION OF CABLE SERVICE**

#### 3.1. Service Area:

3.1.1. *Initial Service Area:* Franchisee shall offer Cable Service to significant numbers of Subscribers in residential areas of the Initial Service Area and may make Cable Service available to businesses in the Initial Service Area, within twelve (12) months of the Service Date of this Franchise, and shall offer Cable Service to all residential areas in the Initial Service Area within thirty (30) months of the Service Date of the Franchise, except: (A) for periods of Force Majeure; (B) for periods of delay caused by City; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot access under reasonable terms and conditions after good faith negotiation, as determined by Franchisee; and (F) in developments or buildings that Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis; and (G) in areas where the occupied residential household density does not meet the density requirements set forth in Sub-section 3.1.1.1.

3.1.1.1. *Density Requirement:* Franchisee shall make Cable Services available to habitable residential dwelling units in all areas of the Service Area where the average density is equal to or greater than 25 habitable residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Initial Service Area or Extended Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsections 3.1.1 and 3.1.2 respectively, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from City that the density requirements have been met.

3.1.2. *Extended Service Area:* Within sixty (60) months following the Service Date, Franchisee shall begin providing Cable Service in the Extended Service Area subject to the conditions of Subsection 3.1.1 above and the other terms set forth herein; provided, however, that the Extended Service Area may be modified in whole or in part by Franchisee on 30 days notice to City.

3.1.3. *Additional Service Areas:* Except for the Initial Service Area, and any Extended Service Area, Franchisee shall not be required to extend its Cable System or to provide Cable Services to any other areas within the Franchise Area during the term of this

Franchise or any renewals thereof. If Franchisee desires to add Additional Service Areas within the Franchise Area, Franchisee shall notify City in writing of such Additional Service Area at least ten (10) days prior to providing Cable Services in such areas.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. Franchisee shall not deny access to Cable Services to any group of potential residential Subscribers because of the income of the residents of the local area in which the group resides. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred twenty five (125) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred twenty five (125) feet and actual costs incurred to connect any non-residential Subscriber.

3.3. *Cable Service to Municipal and Public Buildings:* Subject to 3.1, Franchisee shall provide, without charge within the Service Area, one service outlet activated for Basic Service to City Hall at 1049 State Avenue. Franchisee shall be entitled to recover the direct cost of installing, if requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred twenty five (125) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, under this Subsection, if any, shall be replaced at retail rates if lost, stolen or damaged due to the negligence, or other wrongful acts, of the City.

3.3.1. In addition to the location designated in Exhibit B, Franchisee shall provide, without charge, within the Service Area, one (1) service outlet activated for Basic Service to three (3) additional public schools and public libraries, and such other buildings used for municipal purposes over the life of the contract at a location as mutually agreed upon by the parties subject to all conditions set forth in this Section 3.3.

3.3.2. Notwithstanding the foregoing, Franchisee shall not be required to provide Cable Service to any building set forth in Exhibit B until a reasonable period of time after Franchisee serves the applicable portion of the Service Area with its Title II FTTP Network, and the applicable wire center serving such building is video enabled.

#### 4. **FTTP NETWORK OPERATION**

The parties recognize that Franchisee's FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities. The jurisdiction of the City over such Telecommunications Facilities is restricted by federal and state law, and the City does not and will not assert jurisdiction over Franchisee's FTTP Network in contravention of those limitations.

## 5. SYSTEM FACILITIES

5.1. *System Characteristics:* Franchisee's Cable System shall be designed to be an active two-way plant for subscriber interaction, if any, required for selection or use of Cable Service.

5.2. *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.3. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of applicable federal or state laws or regulations in order that emergency messages may be distributed over the System.

## 6. EG SERVICES

### 6.1. EG Set Aside:

6.1.1. In order to ensure local availability of educational and government programming, Franchisee shall provide on the Basic Service Tier a total of two channels dedicated to Educational and Governmental Access (collectively, "EG Channels").

6.1.2. The type of programming to be carried on each of the EG Channels set aside by Franchisee is reflected in Exhibit C. City hereby authorizes Franchisee to transmit such programming within and without City jurisdictional boundaries. Franchisee specifically reserves its right to make or change channel assignments in its sole discretion. If an EG Channel provided under this Article is not being utilized by the City, Franchisee may utilize such EG Channel, in its sole discretion, until such time as City elects to utilize the EG Channel for its intended purpose.

6.1.3. *Reserve Access Channel:* The City may require Franchisee to provide one (1) additional Access Channel when either Access Channel meets the criteria set forth below and such additional Access Channel is carried by all other Cable Operators in the Service Area. Upon Franchisee's request, a public hearing will be conducted regarding the need for additional capacity. The City may activate the reserved Access Channel subject to the following conditions:

6.1.3.1. The City may activate the Reserve Channel during the Term by providing the Franchisee with written notice of the need for additional Access Channel capacity at least one hundred eighty (180) days prior to the date it intends to activate the Reserve Channel, demonstrated by a programming schedule for EG programming on the existing Government or Educational Access Channel, as applicable, consisting of at least six (6) hours per day, which programming for purposes of this calculation shall not include repeat or character-generated programming. Such written notice shall authorize the Franchisee to transmit the Reserve Channel within and outside of the City.

6.1.3.2. The City shall require all Cable Operators within the Franchise Area to provide a similar additional Access Channel; and

6.1.3.3. In the event the origination point is one of the EG Origination Sites as defined below, Franchisee will provide the reserved Access Channel within one hundred eighty (180) days following the City's written request and verification of compliance with each of the foregoing conditions and those specified in Section 6.2. If the origination point is not one of the EG Origination Sites, the timing of the availability and other conditions will be by mutual agreement of the parties. In no event shall the origination point be a new one located outside of the Service Area.

6.1.4. The City shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the City, from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of an EG facility or Channel. City shall establish rules and regulations for use of EG facilities, consistent with, and as required by, 47 U.S.C. §531.

## 6.2. EG Connections:

6.2.1. The City shall provide and ensure a suitable video signal for the EG Channels to Franchisee at the locations set forth in Exhibit C (the "EG Origination Sites"). The Franchisee's obligations under this Article 6, including its obligation to provide upstream equipment and facilities necessary to transmit signals, shall be subject to the provision by the City, without charge to the Franchisee, of: (1) access to the EG Origination Site facilities; (2) access to any required EG equipment within the EG Origination Site facilities and suitable required space, environmental conditions, electrical power supply, access, and pathways within the EG Origination Site facilities; (3) video signals in a mutually agreed upon format suitable for EG Access Channel programming; (4) any third-party consent that may be necessary to transmit EG signals (including, without limitation, any consent that may be required with respect to third-party facilities, including the facilities of the incumbent cable provider, used to transmit EG content to the EG Origination Sites from auxiliary locations); and (5) any other cooperation and access to facilities as are reasonably necessary for the Franchisee to fulfill the obligations stated herein. To the extent a suitable video signal is provided to Franchisee and the foregoing conditions are met, Franchisee shall, within one hundred eighty (180) days of the Service Date or provision of a suitable video signal, whichever is later, provide, install, and maintain in good working order the equipment necessary for transmitting the EG signal to Subscribers.

## 6.3. EG Grant:

6.3.1. Franchisee shall provide a grant to the City to be used in support of the production of local EG programming (the "EG Grant"). Such grant shall be used by the City, for EG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of EG access facilities. Franchisee agrees that the EG Grant shall in no way modify or otherwise affect the Franchisee's obligation to pay franchise fees.

6.3.2. The EG Grant provided by Franchisee hereunder shall be the sum of \$0.75, per month, per Subscriber in the Service Area to Franchisee's Basic Service Tier, so long as all other cable operators provide the same amount. The per subscriber amount of the EG Grant may be reduced by actions of the City. The City will give Franchisee 60 days notice of such a reduction. The EG Grant payment, along with a brief summary of the information upon which it is based, shall be delivered to the City in quarterly installments no later than thirty (30) days following the end of each calendar quarter during the Franchise Term. Calculation of the EG Grant will commence with the first calendar month during which Franchisee obtains its first Subscriber in the Service Area.

6.3.3. The City shall provide Franchisee with a complete accounting annually of the distribution of funds granted pursuant to this Section 6.3.

6.3.4. *Interest Charge on Late Payments.* If any quarterly EG Grant payment due under this Franchise remains unpaid after the due date ("EG Grant Past Due Amounts"), Franchisee shall pay the City interest on such EG Grant Past Due Amounts in addition to the EG Grant Past Due Amounts. The interest shall accrue on the EG Grant Past Due Amounts from the due date until it is paid in full ("EG Grant Period of Delinquency"). Franchisee shall pay the City interest at a rate per annum equal to the highest Bank Prime Rate plus one percent (1%) during the EG Grant Period of Delinquency. The "Bank Prime Rate" shall mean the prime lending rate as it appears in *The Wall Street Journal* during the EG Grant Period of Delinquency. The City's acceptance of payment shall not be construed as an agreement that the amount paid was correct.

6.4. To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the EG Grant, and any other costs arising from the provision of EG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

## 7. FRANCHISE FEES

7.1. *Payment to City:* Franchisee shall pay to the City a Franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise fee remittances within 90 days following the close of the calendar year for which such payments were applicable.

7.2. *Supporting Information:* Each Franchise fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation, an example of which is provided in Exhibit D. No later than one hundred twenty (120) days after the end of each calendar year, Franchisee shall furnish to the City an annual summary of Franchise fee calculations.

7.3. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due.

7.4. *Bundled Services:* If Cable Services subject to the Franchise fee required under this Article 7 are provided to Subscribers in conjunction with Non-Cable Services, the Franchise fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with applicable federal or state laws, rules, regulations, or public utility regulation commission, regulations, standards or orders.

7.5. *Interest Charge on Late Payments.* If any quarterly Franchise fee payment due under this Franchise remains unpaid after the due date ("Franchise Fee Past Due Amounts"), Franchisee shall pay the City interest on such Franchise Fee Past Due Amounts in addition to the Franchise Fee Past Due Amounts. The interest shall accrue on the Franchise Fee Past Due Amounts from the due date until it is paid in full ("Franchise Fee Period of Delinquency"). Franchisee shall pay the City interest at a rate per annum equal to the highest Bank Prime Rate plus one percent (1%) during the Franchise Fee Period of Delinquency. The "Bank Prime Rate" shall mean the prime lending rate as it appears in *The Wall Street Journal* during the Franchise Fee Period of Delinquency. The City's acceptance of payment shall not be construed as an agreement that the amount paid was correct, nor shall acceptance be construed as a release of any claim which the City may have for additional sums due under provisions of this Section 7.

7.6. *Alternative Fees:* In the event that Franchise Fees are prohibited by any law or regulation, Franchisee agrees to pay any substitute fee or amount allowed by law up to a maximum amount of five percent (5%) of Gross Revenues, so long as the substitute fee is imposed on all other Cable Operators in the Franchise Area and Franchisee is given thirty (30) days notice of the substitute fee by the City.

7.7. *EG Grant and Franchise Grant Not Franchise Fees:* Franchisee agrees that the EG Grant and Franchise Grant set forth in Sections 6 and 14 respectively, shall in no way modify or otherwise affect Franchisee's obligation to pay Franchise Fees to the City. Franchisee agrees that although the sum of Franchise Fees and the EG Grant and Franchise Grant may total more than five percent of Franchisee's Gross Revenues in any twelve-month period, the additional commitments are not to be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise.

7.8. *No Limitation on Taxing Authority:* Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability. Nothing in this Franchise is intended to preclude Franchisee from exercising any right it may have to challenge the lawfulness of any tax, fee, or assessment imposed by the City or

any state or federal agency or authority, or intended to waive any rights the Franchisee may have under 47 U.S.C. § 542.

## 8. CUSTOMER SERVICE

Customer Service Standards are set forth in Exhibit E, which shall be binding unless amended by written consent of the parties.

## 9. REPORTS AND RECORDS

9.1. *Open Books and Records:* Upon no less than thirty (30) business days written notice to the Franchisee, the City shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during normal business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the City. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The City shall treat any information disclosed by Franchisee as confidential and only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof, or to comply with state law requirements. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

### 9.2. *Audit of Franchise Fee Payments.*

9.2.1. City may audit or conduct a franchise fee review of Franchisee's books and records no more than once every three (3) years during the Term. All records reasonably necessary for any such audit shall be made available by Franchisee to City.

9.2.2. Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that Franchisee underpaid the franchise fees by five percent (5%) or more, then Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to ten thousand dollars (\$10,000).

9.2.3. If the results of an audit indicate an underpayment or overpayment of franchise fees, the parties agree that any undisputed underpayment or overpayment shall be paid or offset against future payments if applicable, to the proper party within forty-five (45) days.

9.2.4. Any audit shall be conducted by an independent third party. Any entity employed by the City that performs the audit or franchise fee review shall not be permitted to be compensated on a success based formula e.g. payment based on an underpayment of fees, if any.



9.2.5. Notwithstanding the provisions in Subsection 9.2, City shall not be entitled to audit Franchisee unless all other cable operators in the Service Area are also subject to an audit requirement or Franchise fee review.

9.3. *Records Required:* Franchisee shall at all times maintain:

9.3.1. Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

9.3.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.3.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.3.4. Records of installation/reconnection and requests for service extension for a period of three years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.3.5. A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

## 10. **INSURANCE AND INDEMNIFICATION**

10.1. Insurance:

10.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

10.1.1.1. Commercial General Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System and the conduct of Franchisee's Cable Service business in the City.

10.1.1.2. Automobile Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for bodily injury and property damage.

10.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the State of Washington.

10.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; and C) Bodily Injury by Disease: \$500,000 policy limit.

10.1.1.5. Umbrella/Excess Liability Insurance in the amount of five million dollars (\$5,000,000) combined single limit.

10.1.2. The City shall be included as additional insured under each of the insurance policies required in this Article 10 except Worker's Compensation and Employer's Liability Insurance.

10.1.3. Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement.

10.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Washington, with an A.M. Best Financial Strength rating of A- or better.

10.1.5. Franchisee shall deliver to City Certificates of Insurance showing evidence of the required coverage.

10.1.6. The limits required above may be satisfied with a combination of primary and excess coverage.

## 10.2. Indemnification:

10.2.1. Franchisee agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, agents, boards and employees, from and against any liability, damages or claims, settlements approved by Franchisee pursuant to Subsection 10.2.2 or judgments, arising out of, or resulting from, the Franchisee's activities pursuant to this Franchise, provided that the City shall give Franchisee timely written notice of its obligation to indemnify the City so as to cause no material prejudice to Franchisee's defense of such claims. Notwithstanding the foregoing, Franchisee shall not indemnify the City, for any damages, liability or claims resulting from the willful misconduct, negligence, or breach of obligation of the City, its officers, agents, employees, attorneys, consultants, or independent contractors, for which the City is legally responsible, or for any activity or function conducted by any Person other than Franchisee in connection with EG Access or EAS.

10.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 10.2.1, Franchisee shall provide the defense of any claims or actions brought against the City by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the City, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the City from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the City, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the City, and the third party is willing to accept the settlement, but the

City does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the City shall in no event exceed the amount of such settlement.

#### 11. TRANSFER OF FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior written consent of the City, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.35 above.

#### 12. RENEWAL OF FRANCHISE

12.1. The City and Franchisee agree that any proceedings undertaken by the City that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12.2. In addition to the procedures set forth in said Section 626 of the Communications Act, the City shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. The City further agrees that such assessments shall be provided to Franchisee promptly so that Franchisee has adequate time to submit a proposal under 47 U.S.C § 546 and pursue renewal of the Franchise prior to expiration of its term.

12.3. Notwithstanding anything to the contrary set forth herein, Franchisee and the City agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the City and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the City may grant a renewal thereof.

12.4. Franchisee and the City consider the terms set forth in this Article 12 to be consistent with the express provisions of 47 U.S.C. § 546.

#### 13. ENFORCEMENT AND TERMINATION OF FRANCHISE

13.1. *Creation of Security Fund:* Within sixty (60) days following the Effective Date of this Agreement, Franchisee shall establish and provide to City a security fund ("Security Fund") as security for the faithful performance by Franchisee of all material provisions of this Agreement. The Security Fund shall be in the amount of Ten Thousand Dollars (\$10,000) and shall be in the form of an irrevocable letter of credit, with any interest distributable to Franchisee.

13.2. *Amount of Security Fund:* Franchisee shall maintain the Security Fund at the Ten Thousand Dollar (\$10,000) level throughout the term of this Agreement; provided that Franchisee shall replenish the Security Fund no more often than once annually.

13.3. *Notice of Violation:* If at any time the City believes that Franchisee has not complied with the terms of the Franchise, the City shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the City shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

13.4. *Franchisee's Right to Cure or Respond:* Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the City, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the City of the steps being taken and the date by which the cure is projected to be completed. Upon cure of any noncompliance, City shall provide written confirmation that such cure has been effected.

13.5. *Public Hearing.* The City shall schedule a public hearing if the City seeks to continue its investigation into the alleged noncompliance in the event that: (1) Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (2) in the event that Franchisee has not remedied the alleged noncompliance within thirty (30) days. The City shall provide Franchisee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

13.6. *Enforcement:* Subject to applicable federal and state law, in the event the City, after the public hearing set forth in Section 13.5, determines that Franchisee is in default of any provision of this Franchise, the City may:

13.6.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.6.2. Commence an action at law for monetary damages or seek other equitable relief; or

13.6.3. In the case of a substantial material default of the Franchise, seek to revoke the Franchise in accordance with Section 13.8.

13.7. *Liquidated Damages:* In the event that the City finds that an alleged violation continues to exist and that Franchisee has not corrected the same in a satisfactory manner or has not diligently pursued correction of such violation, Franchisee agrees that the City may recover liquidated damages from Franchisee in the amounts set forth below following the notice and opportunity to cure provisions set forth in Section 13.4 above. Notwithstanding the foregoing, if Franchisee disputes the assessment of any liquidated damages hereunder, Franchisee may request and the City agrees to schedule a public hearing with regard to such dispute. The City shall provide Franchisee with written notice that it intends to elect the liquidated damage remedies set forth herein. Notwithstanding the foregoing, if the City elects to assess liquidated damages pursuant to this Section, such election shall constitute the City's exclusive remedy for the violation for which the liquidated damages were assessed for a period of sixty (60) days; provided, however, once the

City has ceased to assess its liquidated damages remedy as set forth in this Section 13.7, it may pursue other available remedies.

The following liquidated damages shall apply:

For failure to comply with any applicable FCC technical performance standards	\$250 per day for each day the violation continues;
For failure to provide EG Services or Channels to the community as specified in Section 6	\$100 per day for each day the violation continues;
For failure to provide the City with any reports or records required by the Agreement within the time period required	\$50 per day for each day the violation continues;
For violations of the customer service requirements as set forth in Exhibit E	\$100 per day for each day the violation continues; and
For other material breaches or defaults of the terms and conditions of this Franchise	up to \$100 per day for each day the violation continues.

The amount of all liquidated damages per annum shall not exceed fifteen thousand dollars (\$15,000) in the aggregate. All similar violations or failures arising from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 13.4.

13.7.1. *Interest Charge on Late Payments.* If any liquidated damages payment due under this Franchise remains unpaid after the due date ("Liquidated Damages Past Due Amounts"), Franchisee shall pay the City interest on such Liquidated Damages Past Due Amounts in addition to the Liquidated Damages Past Due Amounts. The interest shall accrue on the Liquidated Damages Past Due Amounts from the due date until it is paid in full ("Liquidated Damages Period of Delinquency"). Franchisee shall pay the City interest at a rate per annum equal to the highest Bank Prime Rate plus one percent (1%) during the Liquidated Damages Period of Delinquency. The "Bank Prime Rate" shall mean the prime lending rate as it appears in *The Wall Street Journal* during the Liquidated Damages Period of Delinquency. The City's acceptance of payment shall not be construed as an agreement that the amount paid was correct.

13.8. *Revocation:* Should the City seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 13.5,

the City shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The City shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

13.8.1. At the designated hearing, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the testimony of persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing, with the costs of the preparation of the verbatim record and transcript to be shared equally by the parties.

13.8.2. Following the public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the City shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The City shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to affect any cure. If the City determines that the Franchise shall be revoked, the City shall promptly provide Franchisee with a written decision setting forth its reasoning. Franchisee may appeal such determination of the City to an appropriate court. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within thirty (30) days of Franchisee's receipt of the determination of the franchising authority.

13.8.3. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

13.9. *Franchisee Termination:* Franchisee shall have the right to terminate this Franchise and all obligations hereunder within ninety (90) days after the end of three (3) years from the Service Date of this Franchise, if at the end of such three (3) year period Franchisee does not then in good faith believe it has achieved a commercially reasonable level of Subscriber penetration on its Cable System. Franchisee may consider subscriber penetration levels outside the Franchise Area, but within the greater Puget Sound metropolitan area, in this determination. Notice to terminate under this Section 13.9 shall be given to the City in writing, with such termination to take effect no sooner than one hundred and twenty (120) days after giving such notice. Franchisee shall also be required to give its then current Subscribers not less than ninety (90) days prior written notice of its intent to cease Cable Service operations.

13.10. *Immunities:* The City does not waive any of its immunities under Section 635A of the Communications Act or state law.

#### 14. MISCELLANEOUS PROVISIONS

14.1. *Franchise Grant*: Franchisee shall pay City thirty-two thousand dollars (\$32,000) (the "Franchise Grant"). The Franchise Grant shall be payable sixty (60) days from the Effective Date. To the extent permitted by federal law, Franchisee shall be allowed to recover all or part of this amount from Subscribers and may line-item or otherwise pass-through such amount to Subscribers.

14.2. *Actions of Parties*: In any action by the City or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.3. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.4. *Preemption*: In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City or the Franchisee.

14.5. *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

14.6. *Notices*: Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee or address by providing written notice to the other party.

14.6.1. Notices to Franchisee shall be mailed to:

Verizon Northwest Inc.  
Attn: Tim McCallion, President  
112 Lakeview Canyon Road, CA501GA  
Thousand Oaks, CA 91362

14.6.2. with a copy to:

Mr. Jack H. White  
Senior Vice President & General Counsel - Verizon Telecom  
One Verizon Way  
Room VC43E010

Basking Ridge, NJ 07920-1097

14.6.3. Notices to the City shall be mailed to:

City of Marysville  
 Attn: Doug Buell, Community Information Officer  
 1049 State Avenue  
 Marysville, WA 98270

14.7. *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the City, and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

14.8. *Amendments*: Amendments or modifications to this Franchise shall be mutually agreed to in writing by the parties.

14.9. *Captions*: The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.10. *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

14.11. *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.12. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the cable system and any capacity used for cable service or otherwise, to the City or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services.

14.13. *No Joint Venture*: Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.



14.14. *Independent Review*: City and Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.15. *Venue*: The venue for any dispute related to this Franchise shall be in the United States District Court for the Western District of Washington in Seattle, provided it has subject matter jurisdiction; if no jurisdiction exists, then venue shall be in the Superior Court for Snohomish County.

14.16. *Attorneys' Fees*: If any action or suit arises between Franchisee and City for breach of this Franchise, the prevailing party, either the City or Franchisee, as the case may be, shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith along with such other relief as the court deems proper.

14.17. *Singular and Plural*: Except where the context indicates otherwise, words used herein, regardless of the number specifically used, shall be deemed and construed to include any other number, singular or plural as is reasonable in the context.

14.18. *Acceptance*: The signing and return of this Agreement to the City by the Franchisee shall constitute an unconditional acceptance of all the terms and conditions of this Franchise.

**SIGNATURE PAGE FOLLOWS**

AGREED TO THIS 5 DAY OF August, 2008.

City

By: Dennis L Kendall  
Mayor

Verizon Northwest Inc.

By: Tim McCallion  
Tim McCallion, President

FORM APPROVED  
Attorney \_\_\_\_\_  
Date 7/30/08

EXHIBITS

Exhibit A: Service Areas

Exhibit B: Municipal Building to be Provided Free Cable Service

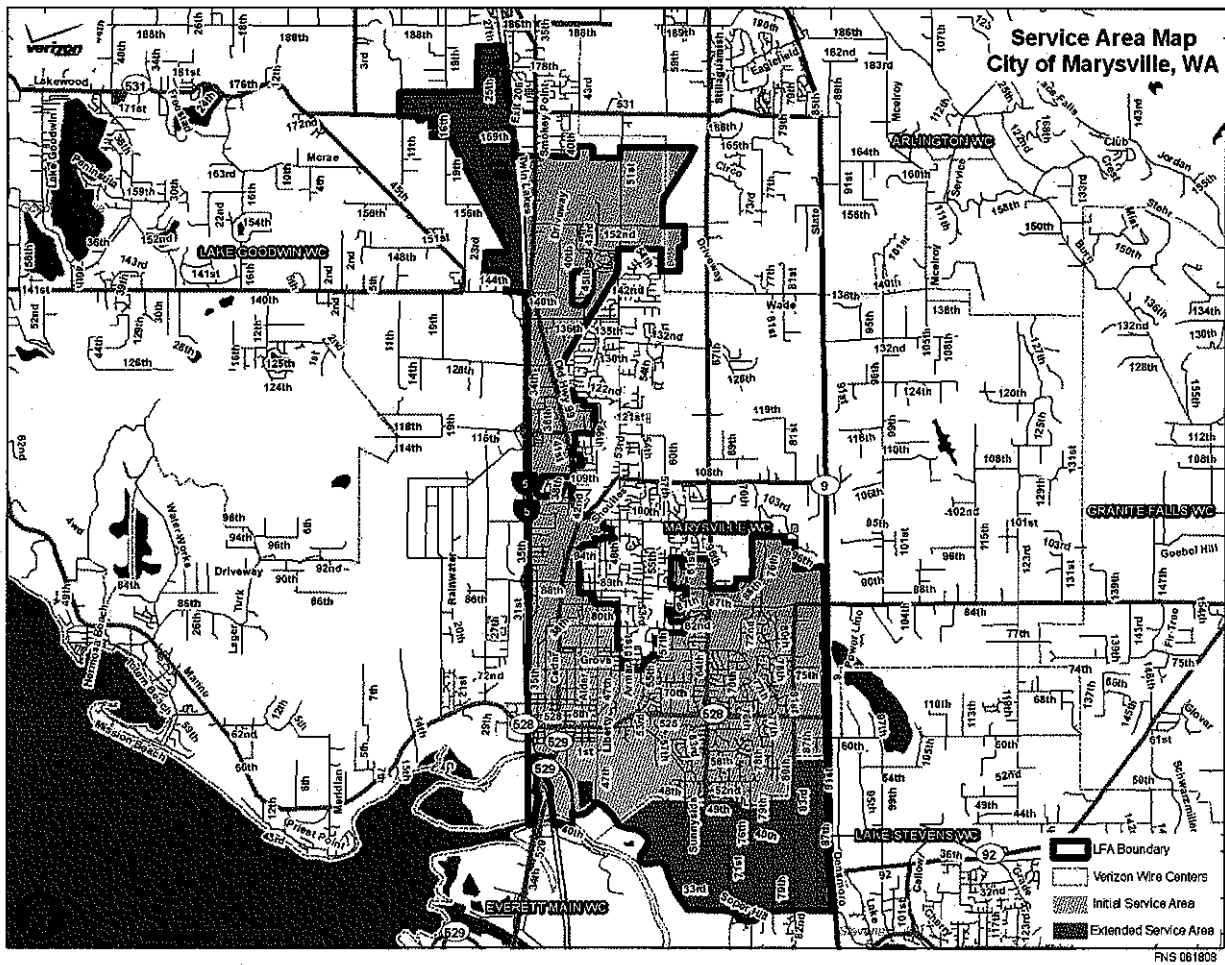
Exhibit C: EG Origination Sites

Exhibit D: Sample Remittance Form

Exhibit E: Customer Service Standards

# EXHIBIT A

## Service Areas



**EXHIBIT B**

**MUNICIPAL BUILDING TO BE PROVIDED FREE CABLE SERVICE**

**Monitoring location:  
1049 State Avenue  
Marysville, WA 98270**

**EXHIBIT C**  
**EG ORIGATION SITES**

**Marysville Government Access Channel**

Origination Address: (Free drop location for EG channel monitoring purposes)  
1049 State Avenue  
Marysville, Washington 98270

**Marysville School District Educational Access Channel**

Origination Address:  
Marysville-Pilchuck High School  
5611 108th St. NE  
Marysville, WA. 98271-8898

**EXHIBIT D  
SAMPLE REMITTANCE FORM**

**Franchise Fee Schedule/Report (Quarter and Year)**

***City of Marysville***

***Verizon - fGTE***

***Washington***

***Franchise Fee Rate:*** 5.00%

	Month 1	Month 2	Month 3	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)	\$0.00	\$0.00	\$0.00	\$0.00
Usage Based Charges (e.g. PayPer View, Installation)	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$0.00	\$0.00	\$0.00	\$0.00
Home Shopping	\$0.00	\$0.00	\$0.00	\$0.00
Late Payment	\$0.00	\$0.00	\$0.00	\$0.00
Other Misc. (Leased Access & Other Misc.)	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Billed	\$0.00	\$0.00	\$0.00	\$0.00
Less:				
Bad Debt				
Total Receipts Subject to Franchise Fee Calculation	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Due	\$0.00	\$0.00	\$0.00	\$0.00

Verizon Northwest Inc. is hereby requesting that this information be treated as confidential and proprietary commercial trade secret information and financial statements and not disclosed in accordance with Section XXXX and the Cable Television Franchise Agreement granted to Verizon Northwest Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to the competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

## **EXHIBIT E**

### **CUSTOMER SERVICE STANDARDS**

These standards shall, starting six (6) months after the Service Date, apply to Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise area. For the first six (6) months after the Service Date, Franchisee shall use best efforts to comply with the Customer Service Standards provided herein; it being agreed, however, that the City will not impose liquidated damages during this first six (6) month period if Franchisee using best efforts fails to meet the Customer Service Standards.

#### **SECTION 1: DEFINITIONS**

A. **Normal Operating Conditions:** Those service conditions which are within the control of Franchisee, as defined under 47 C.F.R. § 76.309(c)(4)(ii). Those conditions which are not within the control of Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages that are not within the control of the Franchisee, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System.

B. **Respond:** The start of Franchisee's investigation of a Service Interruption by receiving a Subscriber call, and opening a trouble ticket, and begin working, if required.

C. **Service Call:** The action taken by Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. **Service Interruption:** The loss of picture or sound on one or more cable channels.

E. **Significant Outage:** A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

F. **Standard Installation:** Installations where the Subscriber is within one hundred twenty-five (125) feet of trunk or feeder lines.

#### **SECTION 2: TELEPHONE AVAILABILITY**

A. Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service

Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, all other inquiries at least forty-five (45) hours per week. Franchisee representatives shall identify themselves by name when answering this number.

B. Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by Franchisee.

C. Franchisee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon request from the City, but in no event more than once a quarter, forty-five (45) days following the end of each quarter, the Franchisee shall report to the City the following for the applicable call center for the City receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D; and

(2) Percentage of time customers received a busy signal when calling the Franchisee's service center as set forth in Subsection 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request.

G. At the Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters one time during the term of this



Agreement. Franchisee shall notify the City of such a change not less than thirty (30) days in advance.

### **SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS**

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after an order is placed if the Optical Network Terminal ("ONT") is already installed on the customer's premises. The Standard Installation shall be performed within fourteen (14) business days where there is no ONT at the time of service order. Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding those requested by the customer outside of these time periods.

C. The Franchisee shall provide the City with a report upon request from the City, but in no event more than once a quarter, noting the percentage of Standard Installations completed within the time periods provided in Section 3.B. Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request.

D. At Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. Franchisee shall notify the City of such a change not less than thirty (30) days in advance.

E. Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At Franchisee's discretion, Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

(1) Franchisee may not cancel an appointment window with a customer after the close of business on the business day prior to the scheduled appointment.

(2) If Franchisee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

F. Franchisee must provide for the pick up or drop off of equipment free of charge in one of the following manners: (i) by having a Franchisee representative going to the Subscriber's residence, (ii) by using a mailer, or (iii) by establishing a local business office within the

Franchise Area. If requested by a mobility-limited customer, the Franchisee shall arrange for pickup and/or replacement of converters or other Franchisee equipment at Subscriber's address or by a satisfactory equivalent.

#### **SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES**

A. Franchisee shall promptly notify the City of any Significant Outage of the Cable Service.

B. Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the City and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the foregoing, Franchisee may perform modifications, repairs and upgrades to the System between 12:01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual Subscriber notice.

C. Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls about Service Interruptions in the Service Area.

(2) Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the City of a Cable Service problem.

E. Under Normal Operating Conditions, Franchisee shall complete Service Calls within seventy-two (72) hours of the time Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. Franchisee shall meet the standard in Subsection E. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

G. Franchisee shall provide the City with a report upon request from the City, but in no event more than once a quarter, forty-five (45) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service

Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the City for review upon reasonable request. At the Franchisee's option, the above measurements and reporting may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. Franchisee shall notify the City of such a change at least thirty (30) days in advance of any implementation.

H. Under Normal Operating Conditions, Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Franchisee to verify the problem if requested by Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

J. With respect to service issues concerning Cable Services provided to the City facilities, Franchisee shall Respond to all inquiries from the City within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, Franchisee shall notify the City in writing as to the reason(s) for the delay and provide an estimated time of repair.

#### **SECTION 5: CUSTOMER COMPLAINTS REFERRED BY THE CITY**

Under Normal Operating Conditions, Franchisee shall begin investigating Subscriber complaints referred by the City within seventy-two (72) hours. Franchisee shall notify the City of those matters that necessitate an excess of five (5) business days to resolve, but Franchisee must make all necessary efforts to resolve those complaints within ten (10) business days of the initial complaint. The City may require Franchisee to provide reasonable documentation to substantiate the request for additional time to resolve the problem. Franchisee shall inform the City in writing, which may be by an electronic mail message, of how and when referred complaints have been resolved within a reasonable time after resolution. For purposes of this Section, "resolve" means that Franchisee shall perform those actions, which, in the normal course of business, are necessary to (a) investigate the Customer's complaint; (b) advise the Customer of the results of that investigation; and (c) implement and complete steps to bring resolution to the matter in question.

## **SECTION 6: BILLING**

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills will comply with applicable federal and state laws, and shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes and/or other governmental-imposed fees. Franchisee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Franchisee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved, provided that:

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.
- (4) It shall be within Franchisee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. Franchisee shall provide a telephone number and address clearly and prominently on the bill for Subscribers to contact Franchisee.

G. Franchisee shall forward a copy of any rate-related or customer service-related billing inserts or other mailings related to Cable Service, but not promotional materials, sent to Subscribers, to the City.

H. Franchisee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Franchisee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of Franchisee, the payment alternative may be limited.

I. Upon request in writing, the City may request that Franchisee omit the City's name, address and telephone number from Franchisee's bills as permitted by 47 C.F.R. Section 76.952.

## **SECTION 7: DEPOSITS, REFUNDS AND CREDITS**

A. Franchisee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to Franchisee, or 3) who rent Subscriber equipment from Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit Franchisee may charge for Subscriber equipment is the cost of the equipment which Franchisee would need to purchase to replace the equipment rented to the Subscriber.

B. Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. Franchisee shall pay interest on deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by Franchisee or its authorized agent. Appropriate time considerations shall be included in Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

## **SECTION 8: RATES, FEES AND CHARGES**

A. Franchisee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the

failure of the Subscriber to take reasonable precautions to protect Franchisee's equipment (for example, a dog chew).

B. Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

C. All of Franchisee's rates and charges shall comply with applicable federal and state law. Franchisee shall maintain a complete current schedule of rates and charges for Cable Services on file with the City throughout the term of this Franchise.

### **SECTION 9: DISCONNECTION /DENIAL OF SERVICE**

A. Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to Franchisee's equipment, abusive and/or threatening behavior toward Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow Franchisee to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for cable service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by Franchisee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Franchisee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by Franchisee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from Franchisee.

### **SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS**

A. Each employee of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating

his or her employment with the Franchisee. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Each employee of any contractor or subcontractor of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing Franchisee shall be conducted in a courteous manner.

C. Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by Franchisee may be referred to the City. A copy of the annual notice required under this Subsection 10.C will be given to the City at least fifteen (15) days prior to distribution to Subscribers.

D. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

E. Franchisee shall provide reasonable notice to Subscribers and the City of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of Franchisee. Franchisee shall provide a copy of the notice to the City including how and where the notice was given to Subscribers.

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

G. Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of Franchisee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program

guides, installation, downgrades, late fees and other fees charged by Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the City, but with a notice advising the Subscriber to initially contact Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of Franchisee's office to which complaints may be reported.

A copy of notices required in this Subsection 10.G. will be given to the City at least fifteen (15) days prior to distribution to Subscribers if the reason for notice is due to a change that is within the control of Franchisee and as soon as possible if not within the control of Franchisee.

H. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

I. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the Channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

J. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;



(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

K. Franchisee will comply with privacy rights of Subscribers in accordance with applicable federal and state law, including 47 U.S.C. §551.

# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 8, 2020**

<b>AGENDA ITEM:</b>	
Reappointment of Eric Berg and Brad Thompson to the Salary Commission	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Tina Brock, Deputy City Clerk	
<b>DEPARTMENT:</b>	
City Clerk	
<b>ATTACHMENTS:</b>	
Appointment Form	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

**RECOMMENDED ACTION:**

Mayor Nehring recommends City Council affirm his reappointment of Eric Berg and Brad Thompson to the Salary Commission for a three year term ending June 23, 2023.

**RECOMMENDED MOTION:**

City Council moves to authorize the Mayor to affirm the reappointment of Eric Berg and Brad Thompson to the Salary Commission for a three year term ending June 23, 2023.



**Office of the Mayor**  
**Jon Nehring**  
 1049 State Avenue  
 Marysville, WA 98020  
 Phone: 360-363-8000  
 Fax: 360-651-5033  
 marysvillewa.gov

**APPOINTMENT**

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint ERIC BERG as a member of the SALARY COMMISSION of the City of Marysville, pursuant to the provisions of the RCW 2.51.010; dated this 8th day of June, 2020.

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MAYOR

I do swear and affirm I will perform the duties assigned to me as a member of the SALARY COMMISSION of the City of Marysville in the manner required by law.

Dated this 8th day of June, 2020




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ERIC BERG

This term of appointment expires the 23th day of June, 2023.



**Office of the Mayor**  
**Jon Nehring**  
 1049 State Avenue  
 Marysville, WA 98020  
 Phone: 360-363-8000  
 Fax: 360-651-5033  
 marysvillewa.gov

**APPOINTMENT**

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint BRAD THOMPSON as a member of the SALARY COMMISSION of the City of Marysville, pursuant to the provisions of the RCW 2.51.010; dated this 8th day of June, 2020.

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M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the SALARY COMMISSION of the City of Marysville in the manner required by law.

Dated this 8th day of June, 2020




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BRAD THOMPSON

This term of appointment expires the 23th day of June, 2023.