

Marysville City Council Meeting

June 22, 2015

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Employee Services Awards

B. Volunteer of the Month

C. Premier Golf Quarterly Review Cedarcrest Golf Course

Audience Participation

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

1. Consider Approval of the May 26, 2015 City Council Meeting Minutes

Consent

2. Consider Approval of the June 3, 2015 Claims in the Amount of \$478,493.58; Paid by Check Numbers 100454 through 100596 with No Checks Voided

3. Consider Approval of the June 10, 2015 Claims in the Amount of \$978,906.02; Paid by Check Numbers 100597 through 100737 with No Checks Voided

4. Consider Approval of the June 5, 2015 Payroll in the Amount of \$1,620,756.87; Paid by Check Numbers 28923 through 28975 with Check Number 67009 Voided and Reissued with Check Number 28922

Review Bids

Public Hearings

5. Consider a **Resolution** Adopting a Six-Year Transportation Improvement Program (2016-2021) in accordance with RCW 35-77-010

6. Consider an **Ordinance** Granting a Franchise to WaveDivision I, LLC to Operate a Cable Television System in City Rights-Of-Way

New Business

Marysville City Council Meeting**June 22, 2015****7:00 p.m.****City Hall**

7. Consider the Special Event Permit Application from The Greater Marysville-Tulalip Chamber of Commerce to Conduct a Special Event on July 9-12, 2015
8. Consider the Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs
9. Consider the Professional Services Agreement Supplement No. 2 with BergerABAM Extending the Agreement End Date to December 31, 2015
10. Consider the Intergovernmental Cooperative Purchasing Agreement with the City of Redmond
11. Consider the Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland
12. Consider the South Correctional Entity (SCORE) Agreement for Jail Services
13. Consider the Interlocal Agreement with Snohomish Regional Drug and Gang Task Force for \$16,528.00
14. Consider the Professional Services Agreement Supplement No. 1 in the amount of \$5,850.00 with K2 Data Systems
15. Consider an **Ordinance** Amending MMC 5.24.090 (4) Regarding Fees for Submitting of Fingerprints for a For-Hire Driver; Providing for Severability; and Effective Date
16. Consider an **Ordinance** of the City of Marysville, Washington, adding a New Section to Chapter 6.82 of the Municipal Code Prohibiting the Possession of Fireworks in a Park; and Effective Date
17. Consider a **Resolution** Declaring Golf Carts as Certain Items of Personal Property to Be Surplus and Authorizing the Sale or Disposal Thereof
18. Consider a **Resolution** Declaring an Emergency and Waiving the Requirement for Public Bidding for Temporary Janitorial Services

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

Marysville City Council Meeting**June 22, 2015****7:00 p.m.****City Hall**

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

Adjourn

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

Index #1

| | |
|--|-------------------------------|
| Call to Order/Pledge of Allegiance/Roll Call | 7:00 p.m. |
| Excuse Councilmember Seibert | Approved |
| Approval of the Agenda | Approved |
| Committee Reports | |
| Presentations | |
| Employee Service Awards | None Presented |
| Volunteer of the Month – Cathy Prama | Presented |
| Snohomish County Tourism Bureau – Amy Spain | Presented |
| City Website | Continued |
| Audience Participation | |
| Approval of Minutes | |
| Approval of the April 27, 2015 City Council Meeting Minutes | Approved |
| Approval of the April 27, 2015 Joint City Council & Marysville School Board Meeting Minutes | Approved |
| Approval of the May 6, 2015 City Council Work Session Minutes | Approved |
| Consent Agenda | |
| Consider the May 5, 2015 Claims in the Amount of \$1,032,310.16; Paid by Check Numbers 99840 through 99981 with No Checks Voided | Approved |
| Review Bids | |
| Public Hearings | |
| New Business | |
| Consider the Greater Marysville Tulalip Chamber of Commerce Proposal | Approved |
| Consider the Interlocal agreement and Supplemental Work Order which provides network connectivity to Snohomish County | Approved |
| Consider the Fireworks Committee Update | Discussed/ No Action Taken |
| Mayor’s Business | |
| Staff Business | |
| Call on Councilmembers | |
| Adjournment | 9:05 p.m. |
| Executive Session | 9:10 p.m. |
| Real Estate – one item | |
| Adjournment | 9:20 p.m. |

COUNCIL



DRAFT
MINUTES

Regular Meeting
May 26, 2015

Call to Order / Pledge of Allegiance

Mayor Pro Tem Vaughan called the meeting to order at 7:00 p.m. Pastor Jeff Hastings of the Reset Church gave the invocation, and Mayor Pro Tem Vaughan led those present in the Pledge of Allegiance.

Roll Call

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

Mayor Pro Tem: Jeff Vaughan

Council: Steve Muller, Kamille Norton, Michael Stevens, Rob Toyer, and Donna Wright

Absent: Mayor Jon Nehring, Councilmember Jeff Seibert

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

Mayor Pro Tem Vaughan stated that Councilmember Seibert was ill and had asked for an excused absence from the meeting.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to excuse the absence of Councilmember Seibert. **Motion** passed unanimously (6-0).

Approval of Agenda

Mayor Pro Tem Vaughan announced that Item D under *Presentations* would be moved to a future agenda.

Motion made by Councilmember Wright, seconded by Councilmember Norton, to approve the agenda with the deletion of item D. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Norton reported on the Parks Advisory Board meeting on May 13 where the Board discussed Mothers Nature Window. The group will be forming a master plan committee to plan for the park. They hope to start that committee in the fall. There was also a general discussion about possible project applications for CDBG grants.

Councilmember Stevens reported on the May 20 Marysville Fire District Board of Directors Special Meeting with Prothman Company who is assisting in the search for a new chief. The group laid out a timeline for the process.

Mayor Pro Tem Vaughan reported on the May 20 Finance Committee meeting where they reviewed the budget and public records requests over the last couple years. There was also an update on the utility billing system which will be happening at the end of June and will bring efficiency to the system as well as the capability for e-statements in the future.

Presentations

A. Employee Services Awards - None

B. Volunteer of the Month

Cathy Pama was recognized as the Volunteer of the Month for May 2015 for her dedication and outstanding service in helping to index, research, and organize the city's records archives.

C. Snohomish County Tourism Bureau

Amy Spain delivered the Snohomish County Tourism Bureau 2014 Annual Report consisting of the impact of tourism, national trends; convention, sports and group tour sales and service; sporting events; tourism development activities; public relations and media efforts; social media presence; visitor services; and industry education programs. She summarized that tourism results in 10,340 jobs; \$256.4 million in payroll; and \$31.2 million in local taxes for Snohomish County.

Councilmember Muller asked how they differentiate between tourism dollars that are created by actual visitors versus the result of expansion. Ms. Spain explained that the number is just for visitor spending. The company that prepares the economic impact data research and reports for Washington State has a proprietary formula they utilize to identify the visitor spending based on a dozen components of information.

Councilmember Muller asked about the Marysville VIC information. Ms. Spain replied that the Marysville VIC information is included in the total number, but offered to provide the breakdown at a later time. She discussed cooperative efforts between the VICs.

Commissioner Muller noted that the competitor budgets shows what was spent, but he wondered if there was also data about resulting revenue. Ms. Spain replied that she has some of that. She noted that the return on investment ranges from \$7:\$1 to \$25:\$1 return on investment.

D. City Website – continued to future agenda

Audience Participation

Steven G. Sidlovsky, OFS, 2358 University Avenue #520, San Diego, CA 92014, spoke in support of a Marysville neighborhood and business district citizen overlay Life Peace Zone where fatherhood, motherhood, and childhood would be respected 365 days a year. He encouraged anyone interested in more information to contact him at brostevengerard@hotmail.com. He hopes to be in the area until June 15.

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

1. Approval of the April 27, 2015 City Council Meeting Minutes

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to approve the April 27, 2015 City Council Meeting Minutes as presented. **Motion** passed unanimously (6-0).

2. Approval of the April 27, 2015 Joint City Council & Marysville School Board Meeting Minutes

Motion made by Councilmember Stevens, seconded by Councilmember Norton, to approve the April 27, 2015 Joint City Council & Marysville School Board Meeting Minutes as presented. **Motion** passed unanimously (6-0).

3. Approval of the May 6, 2015 City Council Work Session Minutes

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve the May 6, 2015 City Council Work Session Minutes as presented. **Motion** passed unanimously (6-0).

Consent

4. Consider the May 5, 2015 Claims in the Amount of \$1,032,310.16; Paid by Check Numbers 99840 through 99981 with No Checks Voided

Motion made by Councilmember Muller, seconded by Councilmember Wright, to approve Consent Agenda item 4. **Motion** passed unanimously (6-0).

Review Bids

Public Hearings

New Business

5. Consider the Greater Marysville Tulalip Chamber of Commerce Proposal

Mayor Pro Tem Vaughan solicited public comment. There was none.

CAO Hirashima reported a communication from Jessica Stikles who had met with some of the Council and felt she had a better understanding of some of the Council's concerns. Ms. Stikles indicated that the Chamber is willing to reduce their request to \$20,000 at this time with \$10,000 being used for the website and \$10,000 being used for the intern position. The Chamber would then come back to the Council in the fall to request the balance.

Councilmember Muller asked if this type of agreement is generally something the Council is supportive of.

Councilmember Muller asked if there had been a reduction in the rate of pay for the intern. CAO Hirashima replied that the range was about \$15/hour.

Councilmember Wright spoke in support of fully funding the request.

Councilmember Norton noted that the Council budgeted money for economic development. She commented that the Council needs to decide if this is the best use of money for economic development for the City.

Councilmember Stevens commented that they do not know that yet. The Chamber is under new leadership with a lot of positive energy so it is possible that this could be the best use. He spoke in support of the full amount, but recommended a mid-year review.

Mayor Pro Tem Vaughan stated he had a good discussion with the Chamber President and Chair where they discussed some of the background of the City's relationship with the Chamber. He hopes that whatever proposal is received is in alignment with the City's goals of economic development. He would like to have a more solid plan that is measurable and attainable as it relates to the City's goals. He also noted that they need to consider whether or not the City wants to be in the position of subsidizing an organization like the Chamber. If so, he suggested that they develop some written guidelines and standards for that type of assistance. He stated he has been asking for ten years for measurable goals from the Chamber and still is not seeing those. He agrees that he likes the energy and the preliminary direction that the new leadership is taking.

Councilmember Muller commented that in order for the Chamber to get where the City wants them to be, a few things need to happen such as getting current on their website. He commented on the potential benefit in Olympia of having voices of support by the Chamber. He agrees that the Chamber needs to eventually be a self-sustaining

organization. He spoke in support of funding the first \$20,000 and then assessing the progress later this year. He thinks a vibrant chamber is a benefit to the City.

Councilmember Stevens discussed the Chamber's initial steps to positive change by doing what the City has asked them to do. He spoke in support of the \$20,000.

Councilmember Toyer said he was abstaining.

Councilmember Norton spoke in support of measurable goals and results. She stated that the Council made it clear to the Chamber that they did not want this to be an ongoing situation. She recommended funding projects as opposed to operational costs. She thinks the Chamber is heading in the right direction and would like them to be successful and eventually be self-supporting.

Councilmember Stevens concurred with Councilmember Norton. He reiterated that the Council has asked the Chamber to do certain things which they have done so he feels the Council should at least fund the \$20,000.

There was consensus by the Council to move forward with some kind of funding.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to direct staff to prepare a Chamber Services Contract to award the request for \$20,000 split \$10,000 for the website improvements and \$10,000 on the intern. **Motion** passed unanimously (5-0) with Councilmember Toyer abstaining.

6. Consider the Interlocal agreement and Supplemental Work Order which provides network connectivity to Snohomish County

Worth Norton stated this is a renewal from an agreement from five years ago and relates to connectivity.

Motion made by Councilmember Wright, seconded by Councilmember Toyer, to authorize the Mayor to sign the Interlocal agreement and Supplemental Work Order which provides network connectivity to Snohomish County. **Motion** passed unanimously (6-0).

7. Consider the Fireworks Committee Update

Mayor Pro Tem Vaughan gave an overview of the work of the Fireworks Committee. He noted that the results of the public survey are contained in the Council packet. He summarized that this is a very polarized issue in the community. He reviewed the Committee recommendations. The Committee does not feel it is necessary to go through with a professional survey or an advisory vote. He noted that the comments in the online survey were especially valuable.

Councilmember Toyer asked about the cost of an advisory vote. CAO Hirashima thought it would be about \$50,000 but would depend on the number of other items on the ballot.

Public Comment:

Karen Gower, 910 N. G Street, Tacoma, WA, spoke regarding her opposition to the ban on fireworks. She has worked with organizations that sell legal fireworks for many years. She also works with the State Fire Marshal's Office Technical Advisory Group that works with local fire marshals, fire officials, and educators in the industry to develop safety procedures and measures related to fireworks. Because of that she has access to reporting done by many different cities. She commented that the reservations are doing 80% of the illegal fireworks. She asserted that if you ban legal, state-approved fireworks the amount of fires would actually go up. She stated that the things most people are concerned about and complain about are already illegal. She encouraged more efforts on education about legal fireworks. She noted that Duvall, Edgewood, and Othello have all rescinded their bans in the last few years because they were not working. If people cannot buy legal, safe fireworks they will go to the reservations and bring back even more dangerous fireworks. She strongly recommended more education and enforcement of the current ordinance. She urged the City to keep the money with the non-profit groups and keep the money in the community.

Councilmember Muller asked when the change in the type of fireworks occurred. Ms. Gower stated that when the reservations started to sell fireworks in the 80s, they changed to Class C consumer fireworks. She pointed out that bottle rockets, M-80s, and that sort of fireworks are not allowed off the reservations.

Councilmember Norton asked about the impacts of the length of time that a stand is open. Ms. Gower was not sure, but her sense was that most people save their fireworks for the 4th of July. However, the some of the reservations are selling them all year long.

Danny Richards, 4618 N. 29th Street, Tacoma, WA, spoke regarding his opposition to the ban on fireworks. He stated he works for American Promotional Events and works closely with many non-profit groups in the State of Washington. He commented that any kind of ban without enforcement will not be effective. He said he would hate to see non-profit groups miss out on their fundraising activities. He spoke in support of more education efforts regarding the types of legal fireworks and the dates when they are allowed.

Cheryl Reisner, 6323 82nd Street NE, Marysville, spoke in support of enforcing the current laws. She expressed frustration about a park in her neighborhood with a sign that stated fireworks were prohibited, but nobody enforced it. She stated that the sign has now been eliminated, and there is a new sign with no reference to fireworks.

Director Ballew commented that the signs are generally not up year round, but they are put up annually in anticipation of the 4th of July to educate the public. Parks employees cannot enforce the law, and police do their best.

Councilmember Toyer asked for police input. Joby Johnson, Police Sergeant, commented on the difficulties police have with enforcement. Chief Smith stated that the police have been dealing with fireworks more seriously every year. In 2011 they started really focusing on enforcement of existing laws. He reviewed challenges that the police face in their efforts. Their primary concern is in the neighborhoods because of safety issues.

Councilmember Muller referred to comments on the survey and noted that the primary concerns relate to destruction of property, the mess, and the length of time these are continuing. He noted that they aren't able to enforce the laws now and wondered how this would change with a ban in place. Chief Smith suggested they could take a hardnosed approach to it by potentially criminalizing fireworks within the City and then enforce that. He stated that the police would go with Council's wishes on enforcement. Councilmember Muller asked if community volunteers have been utilized at parks. Chief Smith said they haven't, but wasn't sure that would be a safe idea considering the amount of alcohol that is generally involved. Jim Ballew noted that there is an enormous amount of fireworks debris and food and alcohol trash in the parks the day after the 4th of July.

Councilmember Wright suggested adding a cleanup fee onto fireworks stands, but noted this might out-price the local stands even more.

Councilmember Norton asked about increased staffing on the 4th. Chief Smith replied that the police already spend thousands of dollars on enforcement on the 4th of July.

Mayor Pro Tem Vaughan wondered if more enforcement in parks could cut down on costs of cleanup.

Chief Smith referred to statistics and noted that enforcement has had a positive impact on the number of fireworks-related complaints.

Councilmember Muller asked if there is a success story anywhere in the country with regard to this matter. CAO Hirashima stated that there are a lot of communities around the country that have bans which are successful. She is not sure if there are any examples with challenges similar to those faced by Marysville with the proximity to the reservation. Councilmember Muller also spoke in support of additional education efforts. Chief Smith concurred, but noted that this would take years. He commented that the majority of the people causing the issues either don't care what the municipal code is or are ignorant of the laws.

Mayor Pro Tem Vaughan thanked the community members who participated in the committee and thanks to citizens who participated in the survey.

8. Consider Amendment No. 1 to the Grant Agreement with the Department of Ecology Allowing the City an Additional \$183,333 in Grant Funding

Director Nielsen reviewed this item, noting that Kari Chenault was responsible for the grant. He stated that staff recommended approval of the agreement.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to authorize the Mayor to sign and execute the Amendment to the Grant Agreement with the Department of Ecology allowing the City an additional \$188,333 in grant funding.

Motion passed unanimously (6-0).

Legal

Mayor's Business

None

Staff Business

Chief Smith:

- Fireworks are a big issue, and discussions need to continue. He appreciates Council's approach on this.
- He thanked Councilmembers Vaughan, Stevens, and Norton for visiting the Police Department to look at the jail and other issues.
- He thanked Councilmembers who came to the awards ceremony.
- No Public Safety Committee meeting this month, but they will meet in June.
- Police are ramping up for the Strawberry Festival.
- Tomorrow is a go-live vote for the New World System. He is very optimistic. There will be a joint Sno Pac / Sno Com meeting on Thursday. He is hoping they will go forward with it. He commended Worth Norton and Sandra Gyurkovics for their work on the system.

Kevin Nielsen:

- He commended Jeff Vaughan on his great job of presiding over the meeting.
- The Williams House parking lot construction is underway on Delta.
- Grinding is happening on 60th, and staff will be paving it soon.
- Public Works is doing a lot of maintenance around town.

Sandy Langdon had no comments.

Chief McFalls commended the Council on their work on the fireworks issue.

Jim Ballew:

- The Spray Park opened last week.
- June 6 is Healthy Communities Challenge Day at Allen Creek School. Volunteers are welcome.

DRAFT

Steve Muller asked about signing the properties on the north side of 6th regarding parking restrictions for the spray park. Director Nielsen replied he would take care of that.

Jon Walker announced he had one Executive Session item regarding the acquisition of real estate expected to last 10 minutes with possible action.

Gloria Hirashima:

- Thanks to the Councilmembers that served on the Fireworks Committee.
- She informed the Council that staff has selected and confirmed a Community Development Director. Dave Koenig is currently with the City of Everett and will be starting in July. She has known him for many years and spoke highly of his experience.

Call on Councilmembers

Kamille Norton:

- The parks are looking great. Thanks to Parks staff.
- She hopes everyone had a nice holiday on Memorial Day. Thanks to the veterans and those who gave the ultimate sacrifice.

Steve Muller:

- At the AWC meeting today the number one item for large cities was pressure on finance especially on public safety and public records requests.
- He went to Fire Ops last week and represented the City well. He discussed issues related to RFA.

Rob Toyer:

- The Fireworks Committee was a great experience.
- He commended Mayor Pro Tem Vaughan for his skill in presiding over the meeting.

Michael Stevens said he participated on the Fireworks Committee. He joked that Marysville has a reputation regarding fireworks that could come in handy for tourism purposes.

Donna Wright had no comments.

Jeff Vaughan requested an excused absence next Monday as he will be traveling on business.

Adjournment

Council recessed at 9:05 for five minutes before reconvening in Executive Session for ten minutes to discuss one item with possible action.

*DRAFT***Executive Session**

- A. Litigation**
- B. Personnel**
- C. Real Estate** – one item, RCW 42.30.110(1)(b)

Executive Session ended and public meeting reconvened at 9:20 p.m.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to authorize the Mayor to approve the lease with the exception of Section 3.b “delayed possession”. **Motion** passed unanimously.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 9:20 p.m.

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: **June 22, 2015**

| | | |
|---|-----------------|-----|
| AGENDA ITEM: Claims | AGENDA SECTION: | |
| PREPARED BY: Sandy Langdon, Finance Director | AGENDA NUMBER: | |
| ATTACHMENTS: Claims Listings | APPROVED BY: | |
| | MAYOR | CAO |
| BUDGET CODE: | AMOUNT: | |

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **June 3, 2015** claims in the amount of **\$478,493.58** paid by **Check No.'s 100454 through 100596 with no Check No. voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-6

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$478,493.58 PAID BY CHECK NO.'S 100454 THROUGH 100596 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **22nd DAY OF JUNE 2015.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 5/30/2015 TO 6/3/2015

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 00454 | ALBERTSONS | INMATE SUPPLIES | DETENTION & CORRECTION | 72.95 |
| 00455 | ALBERTSONS | PARKS/EVENT/RECOVERY SUPPLIES | PERSONNEL ADMINISTRATIO | 63.90 |
| | ALBERTSONS | | RECREATION SERVICES | 67.25 |
| | ALBERTSONS | | EXECUTIVE ADMIN | 81.66 |
| 00456 | AMERICAN RED CROSS | BLOODBORNE PATHOGENS TRAINING | EXECUTIVE ADMIN | 10.00 |
| 00457 | APS, INC. | POSTAGE SALES TAX CORRECTION | CITY CLERK | 0.51 |
| | APS, INC. | | CITY CLERK | 0.51 |
| 00458 | ARAMARK UNIFORM | UNIFORM SERVICE | EQUIPMENT RENTAL | 41.90 |
| 00459 | ARMOR HOLDINGS FOREN | FINGERPRINT TABS | DETENTION & CORRECTION | 33.93 |
| 00460 | BLUMENTHAL UNIFORMS | NIK TEST KITS | POLICE PATROL | 374.11 |
| | BLUMENTHAL UNIFORMS | | POLICE PATROL | 470.72 |
| 00461 | BOYDEN ROBINETT & AS | UB 656415000000 6415 105TH ST | WATER/SEWER OPERATION | 127.43 |
| 00462 | BRIM TRACTOR | OIL FILL CAP | EQUIPMENT RENTAL | 52.44 |
| 00463 | BUCHANAN SERVICES | LIFT REPAIRS | EQUIPMENT RENTAL | 353.62 |
| 00464 | CALLAWAY GOLF | CLUB CREDIT | GOLF COURSE | -161.25 |
| | CALLAWAY GOLF | FINANCE CHARGES | PRO-SHOP | 64.00 |
| | CALLAWAY GOLF | HEAVENWOOD | GOLF COURSE | 183.79 |
| | CALLAWAY GOLF | | GOLF COURSE | 183.79 |
| | CALLAWAY GOLF | | GOLF COURSE | 349.00 |
| 00465 | CANAM FABRICATIONS | WORK BENCH TOP AND LIFT TOP | SMALL ENGINE SHOP | 864.96 |
| 00466 | CENTRAL WELDING SUPP | PLASMA CUTTER PARTS | EQUIPMENT RENTAL | 68.72 |
| | CENTRAL WELDING SUPP | | EQUIPMENT RENTAL | 139.55 |
| 00467 | CENTURY 21 NORTH HOM | UB 980670800000 6708 49TH PL N | WATER/SEWER OPERATION | 27.53 |
| 00468 | CHAMPION BOLT | HARDWARE AND EPOXY | CAPITAL OUTLAY | 56.64 |
| 00469 | CHEMTRADE CHEMICALS | ALUMINUM SULFATE | WASTE WATER TREATMENT F | 3,894.51 |
| 00470 | CHRISMAN, ERIC | REIMBURSE CDL FEES | PARK & RECREATION FAC | 102.00 |
| 00471 | CONKLIN, DANIELLE | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 00472 | CONSTANT CONTACT | SUBSCRIPTION FEES | EXECUTIVE ADMIN | 574.44 |
| 00473 | COOP SUPPLY | PROPANE TANK | MAINT OF GENL PLANT | 32.63 |
| | COOP SUPPLY | PAIL AND HANDLE | PARK & RECREATION FAC | 32.82 |
| | COOP SUPPLY | K-9 FOOD | K9 PROGRAM | 57.65 |
| | COOP SUPPLY | HOOKS AND CHAINS | STORM DRAINAGE | 77.62 |
| | COOP SUPPLY | HERBICIDE | PARK & RECREATION FAC | 87.03 |
| | COOP SUPPLY | SPRAYER AND KEYS | WATER RESERVOIRS | 160.97 |
| 00474 | CORPORATE OFFICE SPL | POCKETS | EQUIPMENT RENTAL | 121.64 |
| | CORPORATE OFFICE SPL | ELECTROLYTE POWDER | MAINT OF GENL PLANT | 137.08 |
| | CORPORATE OFFICE SPL | POCKETS | EQUIPMENT RENTAL | 191.27 |
| 00475 | CUMMINS NORTHWEST | WEST TRUNK PUMP STATION REPAIR | WASTE WATER TREATMENT F | 7,091.21 |
| 00476 | DATABAR | SUMMONS BAIL NOTICES | MUNICIPAL COURTS | 645.98 |
| 00477 | DB SECURE SHRED | MONTHLY SHREDDING SERVICE | PROBATION | 16.79 |
| | DB SECURE SHRED | | MUNICIPAL COURTS | 50.38 |
| 00478 | DELL | WORKSTATION REPLACEMENTS | IS REPLACEMENT ACCOUNTS | 2,663.02 |
| 00479 | DESY, JERRY AND GING | UB 802319000000 4830 67TH ST N | WATER/SEWER OPERATION | 19.61 |
| 00480 | DICKS TOWING | TOWING EXPENSE-C01941B | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-3543 | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-3630 | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-3683 | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-3793 | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-3840 | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-3841 | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-3885 | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-3929 | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-3933 | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-3991 | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-6318 | POLICE PATROL | 43.52 |
| 00481 | DIGITAL DOLPHIN SUPP | TONER | GENERAL FUND | -50.03 |
| | DIGITAL DOLPHIN SUPP | | POLICE ADMINISTRATION | 618.53 |
| 00482 | DILLWITH, MARYANNE | UB 848409690000 8409 69TH ST N | WATER/SEWER OPERATION | 91.93 |
| 00483 | DIVERSINT | PRINTER REPAIR | COMPUTER SERVICES | 285.33 |
| 00484 | DOPPS, MARIA C. | INTERPRETER SERVICES | COURTS | 104.61 |
| 00485 | DUNLAP INDUSTRIAL | CUTOFF BLADES, WRENCHES AND FL | FACILITY MAINTENANCE | 90.36 |

CITY OF MARYSVILLE
INVOICE LIST
 FOR INVOICES FROM 5/30/2015 TO 6/3/2015

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 00486 | E&E LUMBER | SPRAY PAINT | PARK & RECREATION FAC | 4.17 |
| | E&E LUMBER | DOOR REPAIR | PARK & RECREATION FAC | 10.43 |
| | E&E LUMBER | PAINTING SUPPLIES | PARK & RECREATION FAC | 11.48 |
| | E&E LUMBER | SPRAY BOTTLES | PARK & RECREATION FAC | 13.45 |
| | E&E LUMBER | NURSERY MIX | PARK & RECREATION FAC | 16.06 |
| | E&E LUMBER | TUBES | PARK & RECREATION FAC | 17.93 |
| | E&E LUMBER | PLUMBING PARTS | PARK & RECREATION FAC | 26.61 |
| | E&E LUMBER | FASTENERS | PARK & RECREATION FAC | 34.82 |
| | E&E LUMBER | SPRAY PAINT AND BRACKETS | SMALL ENGINE SHOP | 35.43 |
| | E&E LUMBER | ADHESIVE AND TAPE | PARK & RECREATION FAC | 35.49 |
| | E&E LUMBER | PLYWOOD | PARK & RECREATION FAC | 41.72 |
| | E&E LUMBER | WIRE, HARDWARE, CONNECTORS AND | PARK & RECREATION FAC | 48.81 |
| | E&E LUMBER | FERTILIZER | PARK & RECREATION FAC | 59.50 |
| | E&E LUMBER | LUMBER, BRACKET AND FASTENERS | WATER SERVICES | 82.30 |
| | E&E LUMBER | POLE, ROLLER, NAILS AND WELL M | PARK & RECREATION FAC | 82.39 |
| 00487 | EAGLE FENCE | FENCE AND GATE | WATER RESERVOIRS | 8,649.60 |
| 00488 | ECOATM, INC. | REFUND BUSINESS LICENSE FEES | GENL FUND BUS LIC & PERMI | 50.00 |
| 00489 | ECONOMIC ALLIANCE | MEETING-NORTON, K | CITY COUNCIL | 55.00 |
| 00490 | ELSNER, SUZANNE | REIMBURSE CONFERENCE EXPENSES | MUNICIPAL COURTS | 277.79 |
| 00491 | EVERETT BARK | BARK | PARK & RECREATION FAC | 623.42 |
| 00492 | EVERETT STAMP WORKS | DATE STAMPS | CITY CLERK | 116.29 |
| 00493 | EVERETT, CITY OF | ANIMAL SHELTER FEES | ANIMAL CONTROL | 2,170.00 |
| 00494 | EWING IRRIGATION | HERBICIDES AND SPRAYER | ROADSIDE VEGETATION | 626.81 |
| 00495 | FIRESTONE | TIRES | EQUIPMENT RENTAL | 485.94 |
| 00496 | FLOYD, CHRIS | INSTRUCTOR SERVICES | RECREATION SERVICES | 427.20 |
| 00497 | FRENCH, ALEISHA | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 00498 | FRONTIER COMMUNICATI | ACCT #36065125170927115 | STREET LIGHTING | 46.09 |
| | FRONTIER COMMUNICATI | ACCT #36065771080927115 | STREET LIGHTING | 51.57 |
| | FRONTIER COMMUNICATI | ACCT #425-397-6325-031998-5 | PARK & RECREATION FAC | 53.38 |
| | FRONTIER COMMUNICATI | ACCT #36065962121015935 | MAINT OF GENL PLANT | 65.81 |
| | FRONTIER COMMUNICATI | ACCT #36065976670111075 | OFFICE OPERATIONS | 65.81 |
| | FRONTIER COMMUNICATI | ACCT #25300981920624965 | SEWER LIFT STATION | 88.01 |
| | FRONTIER COMMUNICATI | ACCT #36065943981121075 | PUBLIC SAFETY BLDG. | 93.91 |
| | FRONTIER COMMUNICATI | ACCT #36065191230801065 | WATER FILTRATION PLANT | 96.86 |
| | FRONTIER COMMUNICATI | ACCT #36065340280125085 | ADMIN FACILITIES | 99.22 |
| 00499 | GARCIA-GARCIA, CESAR | INTERPRETER SERVICES | COURTS | 150.00 |
| 00500 | GC SYSTEMS INC | SPRINGS AND TAGS | WATER DIST MAINS | 245.50 |
| 00501 | GESSNER, KRISTA | REIMBURSE TRAVEL/TRAINING EXPE | UTIL ADMIN | 99.04 |
| 00502 | GOVCONNECTION INC | NEW WORLD CAMERA CABLES | DETENTION & CORRECTION | 62.74 |
| | GOVCONNECTION INC | PERIPHERAL REPLACEMENTS | IS REPLACEMENT ACCOUNTS | 75.07 |
| | GOVCONNECTION INC | | IS REPLACEMENT ACCOUNTS | 106.23 |
| | GOVCONNECTION INC | | IS REPLACEMENT ACCOUNTS | 452.08 |
| 00503 | GRABER, MICHAEL | WATER AND SEWER CONSERVATION R | UTIL ADMIN | 50.00 |
| 00504 | GRAINGER | OIL RAG CANS | SMALL ENGINE SHOP | 99.23 |
| | GRAINGER | SAFETY CABINET | SMALL ENGINE SHOP | 813.82 |
| 00505 | GRIFFEN, CHRIS | PUBLIC DEFENDER | LEGAL - PUBLIC DEFENSE | 150.00 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 150.00 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 150.00 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 225.00 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 300.00 |
| 00506 | GRUBB, JENNIFER | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 00507 | GUNDERSON, JARL | LEOFF 1 REIMBURSEMENT | POLICE ADMINISTRATION | 821.51 |
| 00508 | HART, RICHARD & ROBI | UB 984418000000 4418 70TH AVE | WATER/SEWER OPERATION | 15.76 |
| 00509 | HD FOWLER COMPANY | HARDWARE | WASTE WATER TREATMENT F | 2.48 |
| | HD FOWLER COMPANY | COPPER TUBING | WATER/SEWER OPERATION | 243.50 |
| | HD FOWLER COMPANY | IRRIGATION REPAIR PARTS | PARK & RECREATION FAC | 335.20 |
| | HD FOWLER COMPANY | METER BOX LIDS | WATER/SEWER OPERATION | 574.25 |
| 00510 | HEATH, ILIA | REIMBURSE TRAVEL/TRAINING EXPE | OFFICE OPERATIONS | 44.70 |
| | HEATH, ILIA | | OFFICE OPERATIONS | 148.42 |
| 00511 | HENNIG, JEANINE TULL | INSTRUCTOR SERVICES | RECREATION SERVICES | 27.00 |
| | HENNIG, JEANINE TULL | | RECREATION SERVICES | 33.00 |

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 00511 | HENNIG, JEANINE TULL | INSTRUCTOR SERVICES | RECREATION SERVICES | 39.00 |
| | HENNIG, JEANINE TULL | | RECREATION SERVICES | 172.80 |
| | HENNIG, JEANINE TULL | | RECREATION SERVICES | 198.40 |
| | HENNIG, JEANINE TULL | | RECREATION SERVICES | 384.00 |
| 00512 | HOEKENDORF, REBECCA | UB 761343000001 7417 79TH DR N | WATER/SEWER OPERATION | 39.66 |
| 00513 | HOUSTON, AMY | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 00514 | KENNEDY/JENKS CONSUL | PROFESSIONAL SERVICES | WASTE WATER TREATMENT F | 6,023.68 |
| 00515 | KIM, JAMIE S. | PUBLIC DEFENDER | LEGAL - PUBLIC DEFENSE | 300.00 |
| 00516 | KMD ARCHITECTS | PROFESSIONAL SERVICES | FACILITY REPLACEMENT | 2,685.00 |
| 00517 | KREITLE, ZACK | UB 830061000000 6004 74TH ST N | WATER/SEWER OPERATION | 27.04 |
| 00518 | LAKEWOOD SCHOOL DIST | SCHOOL USAGE CUSTODIAL SERVICE | RECREATION SERVICES | 151.15 |
| 00519 | LES SCHWAB TIRE CTR | REPAIR FLAT | EQUIPMENT RENTAL | 205.45 |
| 00520 | LOWES HIW INC | POTTING SOIL | PARK & RECREATION FAC | 360.94 |
| | LOWES HIW INC | WATER HEATER AND PARTS | PARK & RECREATION FAC | 577.02 |
| 00521 | MAILFINANCE | POSTAGE LEASE PAYMENT | NON-DEPARTMENTAL | 321.63 |
| 00522 | MAKERS | PROFESSIONAL SERVICES | COMMUNITY DEVELOPMENT- | 10,238.04 |
| 00523 | MARYSVILLE PRINTING | VOLUNTEER APPRECIATION CARDS | EXECUTIVE ADMIN | 15.78 |
| | MARYSVILLE PRINTING | ENVELOPES | MUNICIPAL COURTS | 65.17 |
| | MARYSVILLE PRINTING | LEGAL FORMS | LEGAL - PROSECUTION | 99.87 |
| | MARYSVILLE PRINTING | BROCHURE PRINTING | EXECUTIVE ADMIN | 227.12 |
| | MARYSVILLE PRINTING | ENVELOPES | FINANCE-GENL | 326.40 |
| 00524 | METCALF, SHELLEY | INSTRUCTOR SERVICES | RECREATION SERVICES | 929.63 |
| 00525 | MODULAR SPACE | TRAILER RENTAL | WASTE WATER TREATMENT F | 97.72 |
| | MODULAR SPACE | | WATER QUAL TREATMENT | 97.72 |
| | MODULAR SPACE | | STORM DRAINAGE | 97.73 |
| 00526 | MONSTER WORLDWIDE | EMPLOYMENT AD | CITY CLERK | 175.00 |
| 00527 | MOUNT, HERMAN | LEOFF 1 REIMBURSEMENT | POLICE ADMINISTRATION | 321.38 |
| 00528 | NAVNEET NAIR | UB 091443346000 14433 46TH DR | WATER/SEWER OPERATION | 46.49 |
| 00529 | NGUYEN, DUONG D. | INTERPRETER SERVICES | COURTS | 125.00 |
| 00530 | NORTH COAST ELECTRIC | SHOULDER POUCH | STREET LIGHTING | 43.15 |
| | NORTH COAST ELECTRIC | DISCONNECTS | STREET LIGHTING | 141.33 |
| 00531 | NORTH SOUND HOSE | HOSE AND BARBS | WASTE WATER TREATMENT F | 286.10 |
| 00532 | NOYES, DOLORES | UB 871315000001 5026 74TH PL N | WATER/SEWER OPERATION | 1,183.77 |
| 00533 | OFFICE DEPOT | OFFICE SUPPLIES | POLICE PATROL | 22.61 |
| | OFFICE DEPOT | | POLICE PATROL | 57.62 |
| | OFFICE DEPOT | | COMMUNITY DEVELOPMENT- | 59.34 |
| | OFFICE DEPOT | | UTIL ADMIN | 75.61 |
| | OFFICE DEPOT | | LEGAL - PROSECUTION | 90.29 |
| | OFFICE DEPOT | | POLICE INVESTIGATION | 101.16 |
| | OFFICE DEPOT | | POLICE PATROL | 138.83 |
| | OFFICE DEPOT | | POLICE PATROL | 212.71 |
| | OFFICE DEPOT | INMATE CUPS | DETENTION & CORRECTION | 258.18 |
| | OFFICE DEPOT | OFFICE SUPPLIES | OFFICE OPERATIONS | 281.91 |
| 00534 | PACIFIC POWER BATTER | BATTERIES | COMPUTER SERVICES | 48.75 |
| | PACIFIC POWER BATTER | SOLAR CHARGE KIT | STORM DRAINAGE | 315.30 |
| 00535 | PACIFIC POWER PROD | WHEEL ASSEMBLIES | MAINTENANCE | 565.65 |
| 00536 | PARTS STORE, THE | FILTER | EQUIPMENT RENTAL | 23.16 |
| | PARTS STORE, THE | ENGINE DEGREASER | ER&R | 54.44 |
| | PARTS STORE, THE | FILTERS | EQUIPMENT RENTAL | 55.44 |
| | PARTS STORE, THE | WD40, FILTERS, WW FLUID AND LI | ER&R | 137.87 |
| 00537 | PAYFIRST PROPERTIES | UB 982821770000 2821 77TH DR N | WATER/SEWER OPERATION | 64.21 |
| 00538 | PAYFIRST PROPERTIES | UB 091460247000 14602 47TH AVE | WATER/SEWER OPERATION | 130.22 |
| 00539 | PEACE OF MIND | MINUTE TAKING SERVICE | CITY CLERK | 111.60 |
| | PEACE OF MIND | | CITY CLERK | 136.40 |
| | PEACE OF MIND | | COMMUNITY DEVELOPMENT- | 155.00 |
| | PEACE OF MIND | | COMMUNITY DEVELOPMENT- | 198.40 |
| 00540 | PETROCARD SYSTEMS | FUEL CONSUMED | ENGR-GENL | 29.04 |
| | PETROCARD SYSTEMS | | STORM DRAINAGE | 35.09 |
| | PETROCARD SYSTEMS | | EQUIPMENT RENTAL | 97.00 |
| | PETROCARD SYSTEMS | | FACILITY MAINTENANCE | 176.29 |
| | PETROCARD SYSTEMS | | COMMUNITY DEVELOPMENT- | 335.83 |

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 00540 | PETROCARD SYSTEMS | FUEL CONSUMED | PARK & RECREATION FAC | 933.10 |
| | PETROCARD SYSTEMS | | GENERAL SERVICES - OVERH | 1,888.23 |
| | PETROCARD SYSTEMS | | SOLID WASTE OPERATIONS | 3,667.40 |
| | PETROCARD SYSTEMS | | MAINT OF EQUIPMENT | 3,672.75 |
| | PETROCARD SYSTEMS | | POLICE PATROL | 7,693.08 |
| 00541 | PETTY CASH- PARKS | SPECIAL EVENT SUPPLIES | EXECUTIVE ADMIN | 6.51 |
| | PETTY CASH- PARKS | | COMMUNITY EVENTS | 10.00 |
| | PETTY CASH- PARKS | | RECREATION SERVICES | 43.52 |
| 00542 | PHAM THANH NHI HUNG^ | UB 031511550002 6906 87TH ST N | WATER/SEWER OPERATION | 20.28 |
| 00543 | PICK OF THE LITTER | CITY SCENE NEWSLETTER | EXECUTIVE ADMIN | 262.50 |
| 00544 | PLATT ELECTRIC | TIMER | MAINT OF GENL PLANT | 27.45 |
| | PLATT ELECTRIC | KNEELING PAD | TRANSPORTATION MANAGEM | 53.77 |
| | PLATT ELECTRIC | RINGS AND CLAMPS | MAINT OF GENL PLANT | 78.97 |
| | PLATT ELECTRIC | FLOW DIVERSION PARTS | SOURCE OF SUPPLY | 80.76 |
| | PLATT ELECTRIC | CAD5 WIRE | MAINT OF GENL PLANT | 228.45 |
| | PLATT ELECTRIC | LIGHTBULBS AND FIXTURE | MAINT OF GENL PLANT | 232.65 |
| 00545 | POLLARDWATER.COM | DECHLOR TABS AND HYDRANT GASKE | WATER DIST MAINS | 535.66 |
| 00546 | POORTVLIET, TASHA | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 00547 | POSTAL SERVICE | POSTAGE ACCT # 106000566260 | UTIL ADMIN | 229.79 |
| | POSTAL SERVICE | | COMMUNITY DEVELOPMENT- | 355.66 |
| 00548 | PREFERRED ELECTRIC | EXIT LIGHTS | COMMUNITY CENTER | 2,034.56 |
| 00549 | PROFORCE LAW ENFORC | HOLSTERS | POLICE PATROL | 571.26 |
| 00550 | PUD | ACCT #2023-7865-9 | MAINT OF GENL PLANT | 30.98 |
| | PUD | ACCT #2016-7213-6 | SEWER LIFT STATION | 52.51 |
| | PUD | ACCT #2006-5074-5 | TRANSPORTATION MANAGEM | 65.75 |
| | PUD | ACCT #2030-0516-0 | STREET LIGHTING | 86.91 |
| | PUD | ACCT #2027-2901-8 | TRANSPORTATION MANAGEM | 92.24 |
| | PUD | ACCT #2008-2727-7 | TRANSPORTATION MANAGEM | 110.43 |
| | PUD | ACCT #2021-4311-1 | TRANSPORTATION MANAGEM | 112.99 |
| | PUD | ACCT #2025-5745-0 | STREET LIGHTING | 130.47 |
| | PUD | ACCT #2024-6354-3 | SEWER LIFT STATION | 169.95 |
| | PUD | ACCT #2020-0032-9 | PARK & RECREATION FAC | 186.18 |
| | PUD | ACCT #2032-3100-6 | TRANSPORTATION MANAGEM | 232.48 |
| | PUD | ACCT #2002-2385-7 | PARK & RECREATION FAC | 917.45 |
| | PUD | ACCT #2005-8648-5 | SEWER LIFT STATION | 1,489.72 |
| 00551 | PUGET SOUND SECURITY | KEYS | PARK & RECREATION FAC | 21.54 |
| 00552 | RANCOURT, JENNIFER | PRO-TEM SERVICES | MUNICIPAL COURTS | 185.00 |
| 00553 | RH2 ENGINEERING INC | PROFESSIONAL SERVICES | UTIL ADMIN | 7,683.79 |
| 00554 | RICKER, KIM | REIMBURSE CONFERENCE EXPENSES | MUNICIPAL COURTS | 618.35 |
| 00555 | ROCHE, GLORIA & JUDY | REFUND RENTAL FEES | PARKS-RECREATION | 55.00 |
| 00556 | ROOT, MICHAEL L | UB 570705670002 17714 27TH AVE | WATER/SEWER OPERATION | 236.00 |
| 00557 | RYAN HERCO PRODUCTS | ADAPTERS | WATER FILTRATION PLANT | 54.25 |
| 00558 | SCORE | INMATE MEDICAL SERVICES | DETENTION & CORRECTION | 209.20 |
| | SCORE | INMATE HOUSING-APRIL 2015 | DETENTION & CORRECTION | 50,235.00 |
| 00559 | SEATTLE MUSIC EMPORI | REFUND BUSINESS LICENSE FEES | GENL FUND BUS LIC & PERMI | 50.00 |
| 00560 | SENTINEL OFFENDER SE | ELEC HOME MONITORING | DETENTION & CORRECTION | 1,308.43 |
| 00561 | SHARON & PHIL KAZEN | UB 951880000000 4504 76TH ST N | WATER/SEWER OPERATION | 118.90 |
| 00562 | SHERWIN WILLIAMS | PAINT SUPPLIES | SMALL ENGINE SHOP | 124.22 |
| 00563 | SIEMENS INDUSTRY, IN | METER PARTS | SOURCE OF SUPPLY | 3,626.78 |
| 00564 | SIGMAN, MICHAEL | LEOFF 1 REIMBURSEMENT | POLICE ADMINISTRATION | 972.20 |
| 00565 | SIMMONS, SHELIA | REFUND CLASS FEES | PARKS-RECREATION | 115.00 |
| 00566 | SIX ROBBLEES INC | RETURN SOCKETS | ER&R | -52.88 |
| | SIX ROBBLEES INC | CONNECTOR SOCKETS | ER&R | 61.53 |
| 00567 | SNO CO AUDITOR | RECORDING FEES-SURPLUS PROPERT | GMA-PARKS | 300.00 |
| 00568 | SNO CO FINANCE | COMPLETE VEHICLE BUILD UP | EQUIPMENT RENTAL | 6,334.47 |
| 00569 | SNO CO TOURISM BURE | 2015 SPORTS HALL OF FAME TABLE | EXECUTIVE ADMIN | 600.00 |
| 00570 | SNO CO TREASURER | EXCISE AFFIDAVIT PROCESSING | GMA-PARKS | 40.00 |
| 00571 | SNO CO TREASURER | INMATE MEDICAL CARE | DETENTION & CORRECTION | 97.57 |
| | SNO CO TREASURER | | DETENTION & CORRECTION | 1,021.87 |
| 00572 | SOUND SAFETY | SYRINGE KEEPER | ER&R | 132.74 |
| | SOUND SAFETY | CHILL ITS AND BANDANAS | WATER DIST MAINS | 139.47 |

**CITY OF MARYSVILLE
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| 00572 | SOUND SAFETY | RESPIRATORS, COOLING HAT AND C | WATER DIST MAINS | 236.88 |
| | SOUND SAFETY | GLOVES | ER&R | 416.16 |
| 00573 | SOUTHERN COMPUTER | CLIP | COMPUTER SERVICES | 13.06 |
| | SOUTHERN COMPUTER | IPHONE CASES | GENERAL SERVICES - OVERH | 31.55 |
| | SOUTHERN COMPUTER | | POLICE ADMINISTRATION | 94.66 |
| 00574 | SPRINGBROOK NURSERY | GRAVEL | PARK & RECREATION FAC | 18.31 |
| 00575 | STAPLES | FOLDING TABLE | STORM DRAINAGE | 35.41 |
| | STAPLES | | SEWER MAIN COLLECTION | 35.41 |
| | STAPLES | OFFICE SUPPLIES | COMMUNITY DEVELOPMENT- | 54.25 |
| | STAPLES | | MUNICIPAL COURTS | 90.41 |
| | STAPLES | OFFICCE SUPPLIES | COMMUNITY DEVELOPMENT- | 320.63 |
| | STAPLES | OFFICE SUPPLIES | MUNICIPAL COURTS | 375.51 |
| 00576 | STATE PATROL | FINGERPRINT ID SERVICES | GENERAL FUND | 339.25 |
| 00577 | SUMMIT LAW GROUP | GENERAL LABOR | PERSONNEL ADMINISTRATIO | 122.00 |
| 00578 | SUNNYSIDE NURSERY | PLANTS AND FLOWERS | PARK & RECREATION FAC | 535.74 |
| 00579 | TACOMA SCREW PRODUCT | HARDWARE | EQUIPMENT RENTAL | 20.79 |
| 00580 | THE CITY OF MARYSVIL | UB 980098005928 5928 SUNNYSIDE | WATER/SEWER OPERATION | 32.16 |
| 00581 | THE CITY OF MARYSVIL | UB 986030530000 5222 60TH PL N | GARBAGE | 87.13 |
| 00582 | TRANSPORTATION, DEPT | PROJECT COSTS | GMA - STREET | 1,370.36 |
| 00583 | TRANSPORTATION, DEPT | SURPLUS PROPERTIES | GMA-PARKS | 20,700.00 |
| 00584 | TRIPLE D WELDING | REPAIR BENCH | PARK & RECREATION FAC | 54.40 |
| 00585 | TYLER BUSINESS FORMS | AP & PR CHECK STOCK | GENERAL FUND | -44.20 |
| | TYLER BUSINESS FORMS | | GENERAL FUND | -3.27 |
| | TYLER BUSINESS FORMS | | FINANCE-GENL | 40.39 |
| | TYLER BUSINESS FORMS | | FINANCE-GENL | 546.46 |
| 00586 | UNITED PARCEL SERVIC | SHIPPING EXPENSE | POLICE PATROL | 49.06 |
| 00587 | UTILITIES UNDERGROUN | EXCAVATION NOTICES | UTILITY LOCATING | 531.30 |
| 00588 | WA STATE TREASURER | FORFEITURES 1ST QTR 2015 | DRUG SEIZURE | 2,494.00 |
| 00589 | WAXIE SANITARY SUPPL | CLEANER | PARK & RECREATION FAC | 135.19 |
| | WAXIE SANITARY SUPPL | JANITORIAL SUPPLIES | PARK & RECREATION FAC | 776.35 |
| 00590 | WAYNE'S AUTO DETAIL | DETAILING INSIDE AND OUT | EQUIPMENT RENTAL | 544.00 |
| 00591 | WESTERN GRAPHICS | GRAPHICS | ER&R | 1,068.78 |
| 00592 | WESTERN PETERBILT | AIR DRYER ASSEMBLY | EQUIPMENT RENTAL | 486.04 |
| 00593 | WESTERN SYSTEMS | 2015 STREET SWEEPER | EQUIPMENT RENTAL | 273,139.71 |
| 00594 | WHITE CAP CONSTRUCT | TRAFFIC COUNTER SUPPLIES | TRANSPORTATION MANAGEM | 24.78 |
| | WHITE CAP CONSTRUCT | EPOXY | STORM DRAINAGE | 25.23 |
| | WHITE CAP CONSTRUCT | TRAFFIC COUNTER SUPPLIES | TRANSPORTATION MANAGEM | 36.67 |
| | WHITE CAP CONSTRUCT | LIMITER AND SLING LIFT | STORM DRAINAGE | 660.81 |
| 00595 | WISE, RUSS | GOLF PUNCH CARD REFUND | GOLF-FEES | 202.50 |
| 00596 | YSI INCORPORATED | PH BUFFER SOLUTION AND CALIBRA | STORM DRAINAGE | 546.64 |

WARRANT TOTAL:

478,493.58

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 22, 2015

| | | |
|---|-----------------|-----|
| AGENDA ITEM: Claims | AGENDA SECTION: | |
| PREPARED BY: Sandy Langdon, Finance Director | AGENDA NUMBER: | |
| ATTACHMENTS: Claims Listings | APPROVED BY: | |
| | MAYOR | CAO |
| BUDGET CODE: | AMOUNT: | |

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **June 10, 2015** claims in the amount of **\$978,906.02** paid by **Check No.'s 100597 through 100737 with no Check No. voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-6

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$978,906.02 PAID BY CHECK NO.'S 100597 THROUGH 100737 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **22nd DAY OF JUNE 2015.**

COUNCIL MEMBER

COUNCIL MEMBER

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**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/4/2015 TO 6/10/2015**

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 00597 | ALLMAX SOFTWARE, INC | SOFTWARE UPGRADE | WATER/SEWER OPERATION | -212.52 |
| | ALLMAX SOFTWARE, INC | DATA SUPPORT | WASTE WATER TREATMENT F | 880.00 |
| | ALLMAX SOFTWARE, INC | SOFTWARE UPGRADE | WASTE WATER TREATMENT F | 2,627.52 |
| 00598 | ALS LABORATORY | DECANT SOIL TESTING | STORM DRAINAGE | 475.00 |
| 00599 | ALS TRUCK PARTS | TAILGATE ASSEMBLY | EQUIPMENT RENTAL | 355.88 |
| 00600 | AUSTIN, KRISTINA | REFUND CLASS FEES | PARKS-RECREATION | 95.00 |
| 00601 | AVENT, CRYSTAL | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 00602 | BARTL, CRAIG | REIMBURSE TRAVEL EXPENSES | POLICE INVESTIGATION | 64.09 |
| 00603 | BARTLETT, LIZ | RENTAL DEPOSIT REFUND | GENERAL FUND | 200.00 |
| 00604 | BICKFORD FORD | CORE REFUND | EQUIPMENT RENTAL | -163.20 |
| | BICKFORD FORD | ACTUATOR | EQUIPMENT RENTAL | 62.42 |
| | BICKFORD FORD | | EQUIPMENT RENTAL | 62.42 |
| | BICKFORD FORD | COOLING FAN AND MODULE | EQUIPMENT RENTAL | 419.02 |
| | BICKFORD FORD | PS GEAR W/CORE CHARGE | EQUIPMENT RENTAL | 420.54 |
| 00605 | BOYDEN ROBINETT & AS | UB 651449121500 10433 60TH AVE | WATER/SEWER OPERATION | 130.97 |
| 00606 | BUILDERS EXCHANGE | LEGAL AD | GMA-PARKS | 45.00 |
| | BUILDERS EXCHANGE | | GMA - STREET | 53.90 |
| 00607 | BURKETT, ARNOLD | REFUND CLASS FEES | PARKS-RECREATION | 95.00 |
| 00608 | CAPITAL ONE COMMERC | SUPPLY/EMPLOYEE APPRECIATION R | EXECUTIVE ADMIN | 44.72 |
| | CAPITAL ONE COMMERC | | MAINT OF GENL PLANT | 162.72 |
| | CAPITAL ONE COMMERC | | PERSONNEL ADMINISTRATIO | 205.07 |
| | CAPITAL ONE COMMERC | | COMMUNITY CENTER | 535.24 |
| 00609 | CARRS ACE | BRACKETS, WRENCHES AND RATCHET | TRANSPORTATION MANAGEM | 82.05 |
| 00610 | CASCADE COLUMBIA | POLY ALUMINUM CHLORIDE | WASTE WATER TREATMENT F | 11,952.12 |
| 00611 | CEMEX | PAY ESTIMATE #1 | ARTERIAL STREET-GENL | 255,945.50 |
| | CEMEX | | ARTERIAL STREET-GENL | 322,315.90 |
| 00612 | CHAMPION BOLT | WWTP PARTS | WASTE WATER TREATMENT F | 134.52 |
| 00613 | CHAPIN, SANDY | REFUND CLASS FEES | PARKS-RECREATION | 85.00 |
| 00614 | CHEMTRADE CHEMICALS | ALUMINUM SULFATE | WASTE WATER TREATMENT F | 2,130.04 |
| | CHEMTRADE CHEMICALS | | WASTE WATER TREATMENT F | 4,241.29 |
| | CHEMTRADE CHEMICALS | | WASTE WATER TREATMENT F | 4,257.30 |
| | CHEMTRADE CHEMICALS | | WASTE WATER TREATMENT F | 4,264.96 |
| 00615 | CNR INC | MAINTENANCE CONTRACT | COMPUTER SERVICES | 1,358.29 |
| 00616 | COMCAST | MONTHLY BROADBAND CHARGE | COMPUTER SERVICES | 253.99 |
| 00617 | COMMERCIAL FIRE | FIRE EXTINGUISHER SERVICE | ER&R | 115.02 |
| | COMMERCIAL FIRE | FIRE EXTINGUISHERS W/BACKETS | ER&R | 1,309.14 |
| 00618 | CONCRETE NOR'WEST | CURE AND SEAL | PARK & RECREATION FAC | 223.72 |
| 00619 | COOP SUPPLY | SMALL TOOLS | WASTE WATER TREATMENT F | 41.07 |
| | COOP SUPPLY | POND MAINTENANCE SUPPLIES | STORM DRAINAGE | 641.85 |
| 00620 | CORNWELL TOOLS | AUTO MEMORY SAVER AND GAUGES | EQUIPMENT RENTAL | 172.45 |
| | CORNWELL TOOLS | HAND AND POWER TOOLS | SMALL ENGINE SHOP | 1,165.59 |
| 00621 | CORRECTIONS, DEPT OF | PARKING INFRACTION BOOKS | POLICE PATROL | 403.10 |
| 00622 | CORRECTIONS, DEPT OF | WORK CREW-APRIL 2015 | WATER RESERVOIRS | 106.50 |
| | CORRECTIONS, DEPT OF | | PARK & RECREATION FAC | 163.09 |
| | CORRECTIONS, DEPT OF | | ROADSIDE VEGETATION | 258.95 |
| 00623 | CRIMINAL JUSTICE | TRAINING-PITTS | POLICE TRAINING-FIREARMS | 150.00 |
| 00624 | CROSSMATCH TECHNOLOG | FINGERPRINT CARD PRINTER | DETENTION & CORRECTION | 2,045.44 |
| 00625 | CUES | CCTV PARTS | SEWER MAIN COLLECTION | 489.70 |
| 00626 | DAHLSTROM, JEFF | UB 766303000000 6303 79TH AVE | WATER/SEWER OPERATION | 163.64 |
| 00627 | DICKS TOWING | TOWING EXPENSE-AHC1180 | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-4095 | POLICE PATROL | 43.52 |
| | DICKS TOWING | TOWING EXPENSE-MP15-4978 | POLICE PATROL | 43.52 |
| 00628 | DIGITAL DOLPHIN SUPP | TONER | GENERAL FUND | -18.44 |
| | DIGITAL DOLPHIN SUPP | | POLICE PATROL | 227.98 |
| 00629 | DISCOUNTCELL INC | IPHONE CLIPS | INFORMATION SERVICES | -10.52 |
| | DISCOUNTCELL INC | | COMPUTER SERVICES | 130.02 |
| 00630 | DOVE, BECKY | REFUND CLASS FEES | PARKS-RECREATION | 15.00 |
| 00631 | E&E LUMBER | COUPLINGS | PARK & RECREATION FAC | 5.72 |
| | E&E LUMBER | FLAGS | PARK & RECREATION FAC | 10.43 |
| | E&E LUMBER | END CUT NIPPER | PARK & RECREATION FAC | 25.06 |
| | E&E LUMBER | BLADES | PARK & RECREATION FAC | 54.29 |

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|--------------|----------------------|--------------------------------|----------------------------|--------------------|
| 100631 | E&E LUMBER | PAINT SUPPLIES | PARK & RECREATION FAC | 71.09 |
| | E&E LUMBER | ADHESIVE SUPPLIES | PARK & RECREATION FAC | 101.24 |
| | E&E LUMBER | STAIN | PARK & RECREATION FAC | 134.71 |
| | E&E LUMBER | SIGN SHOP AND TRUCK SUPPLIES | TRANSPORTATION MANAGEM | 153.05 |
| | E&E LUMBER | FASTENERS | ROADWAY MAINTENANCE | 156.24 |
| | E&E LUMBER | HAMMERDRILL | TRANSPORTATION MANAGEM | 233.91 |
| 100632 | EAST JORDAN IRON WOR | VALVE BOXTOPS | WATER/SEWER OPERATION | 538.26 |
| | EAST JORDAN IRON WOR | VALVE BOX BOTTOMS | WATER/SEWER OPERATION | 541.56 |
| | EAST JORDAN IRON WOR | FRAME AND GRATES | GMA-PARKS | 816.82 |
| 100633 | ED'S TRANSMISSION EX | 2006 FORD CROWN VIC TRANSMISSI | EQUIPMENT RENTAL | 785.29 |
| 100634 | ESRI | PS ARCGIS RENEWAL | POLICE ADMINISTRATION | 435.20 |
| | ESRI | | WATER DIST MAINS | 435.20 |
| 100635 | EVERETT OFFICE | OFFICE FURNITURE | SMALL ENGINE SHOP | 1,283.84 |
| | EVERETT OFFICE | CONFERENCE CHAIRS | UTIL ADMIN | 1,675.52 |
| 100636 | EVERETT, CITY OF | LAB ANALYSIS | WATER QUAL TREATMENT | 48.60 |
| 100637 | EWING IRRIGATION | HERBICIDES | ROADSIDE VEGETATION | 457.11 |
| 100638 | FAKHOURI, GEORGE E | UB 031490202001 8408 76TH AVE | WATER/SEWER OPERATION | 52.97 |
| 100639 | FEDEX | SHIPPING EXPENSE | COMPUTER SERVICES | 38.53 |
| 100640 | FELDMAN & LEE P.S. | PUBLIC DEFENDER | LEGAL - PUBLIC DEFENSE | 42,000.00 |
| 100641 | FIELDS, DEBORAH | REFUND CLASS FEES | PARKS-RECREATION | 95.00 |
| 100642 | FREEMAN, JIM | 2015 SOUNDS OF SUMMER CONCERT | RECREATION SERVICES | 600.00 |
| 100643 | FRONTIER COMMUNICATI | PHONE CHARGES | POLICE ADMINISTRATION | 43.91 |
| | FRONTIER COMMUNICATI | | ADMIN FACILITIES | 43.91 |
| | FRONTIER COMMUNICATI | | COMMUNICATION CENTER | 43.91 |
| | FRONTIER COMMUNICATI | | LIBRARY-GENL | 43.91 |
| | FRONTIER COMMUNICATI | | UTILITY BILLING | 43.91 |
| | FRONTIER COMMUNICATI | | GENERAL SERVICES - OVERF | 43.91 |
| | FRONTIER COMMUNICATI | ACCT #36065173190324995 | TRAFFIC CONTROL DEVICES | 50.34 |
| | FRONTIER COMMUNICATI | PHONE CHARGES | COMMUNITY DEVELOPMENT- | 87.82 |
| | FRONTIER COMMUNICATI | | POLICE PATROL | 87.82 |
| | FRONTIER COMMUNICATI | | DETENTION & CORRECTION | 87.82 |
| | FRONTIER COMMUNICATI | | OFFICE OPERATIONS | 87.82 |
| | FRONTIER COMMUNICATI | | COMMUNITY CENTER | 87.82 |
| | FRONTIER COMMUNICATI | | GOLF ADMINISTRATION | 87.82 |
| | FRONTIER COMMUNICATI | | GOLF ADMINISTRATION | 87.82 |
| | FRONTIER COMMUNICATI | | WASTE WATER TREATMENT F | 175.64 |
| | FRONTIER COMMUNICATI | | PARK & RECREATION FAC | 219.52 |
| | FRONTIER COMMUNICATI | | UTIL ADMIN | 301.53 |
| 100644 | GLOBALSTAR INC. | | OFFICE OPERATIONS | 62.57 |
| 100645 | GOVCONNECTION INC | HP SWITCH POWER SUPPLY | COMPUTER SERVICES | 31.00 |
| | GOVCONNECTION INC | SURFACE PRO 3 POWER SUPPLY | COMPUTER SERVICES | 209.68 |
| | GOVCONNECTION INC | NW VIDEO CAMERA & PRINTER | TRIBAL GAMING-GENL | 1,470.10 |
| | GOVCONNECTION INC | BARRACUDA UPDATES & MAINTENANC | COMPUTER SERVICES | 4,246.19 |
| 100646 | GRAINGER | TAP SETS | WASTE WATER TREATMENT F | 35.24 |
| | GRAINGER | TAP SET & DRILL BIT SET | WASTE WATER TREATMENT F | 60.32 |
| | GRAINGER | 275 GAL CONTAINER | ROADSIDE VEGETATION | 599.27 |
| 100647 | GRAVES, JESSICA | REFUND CLASS FEES | PARKS-RECREATION | 95.00 |
| 100648 | GREENSHIELDS | HYDRAULIC HOSE ASSEMBLY | EQUIPMENT RENTAL | 133.81 |
| | GREENSHIELDS | HOSE ASSEMBLY, COUPLERS AND DR | WASTE WATER TREATMENT F | 164.65 |
| 100649 | GRIFFEN, CHRIS | PUBLIC DEFENDER | LEGAL - PUBLIC DEFENSE | 187.50 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 225.00 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 225.00 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 262.50 |
| | GRIFFEN, CHRIS | | LEGAL - PUBLIC DEFENSE | 262.50 |
| 00650 | HD FOWLER COMPANY | IRRIGATION PARTS | WATER CROSS CNTL | 143.80 |
| | HD FOWLER COMPANY | PIPE | STORM DRAINAGE | 192.58 |
| | HD FOWLER COMPANY | PLUGS, CAPS, QUICK JOINTS AND | WATER/SEWER OPERATION | 478.27 |
| | HD FOWLER COMPANY | RESETTER AND COUPLINGS | WATER/SEWER OPERATION | 582.09 |
| | HD FOWLER COMPANY | PVC SEWER PIPE Item 3 - 4 | GMA-PARKS | 2,467.58 |
| 00651 | HDR ENGINEERING | PROFESSIONAL SERVICES | GMA - STREET | 45,004.82 |
| 00652 | HILLERY, RACHELLE & | UB 212820000000 12605 48TH DR | WATER/SEWER OPERATION | 232.29 |

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|--------------|--|--|---|--|
| 100653 | HINES, JONATHON HINES, JONATHON | SECURITY DEPOSIT REFUND | GENL FUND-OTHER MISC RE | -150.00 |
| 100654 | HOWATSON, VANESSA | REFUND RENTAL FEES | GENERAL FUND | 400.00 |
| 100655 | HUMAN SERVICES | LIQUOR BOARD PROFITS/EXCISE TA | PARKS-RECREATION | 55.00 |
| 100656 | HUSTVEDT, ANN | REFUND CLASS FEES | NON-DEPARTMENTAL | 3,522.47 |
| 100657 | INTERSTATE AUTO PART INTERSTATE AUTO PART | TIE STRAPS, LIGHTS AND WRENCHES HEADLAMPS AND WORKLIGHTS | PARKS-RECREATION EQUIPMENT RENTAL | 55.00 250.49 |
| 100658 | IRON MOUNTAIN IRON MOUNTAIN IRON MOUNTAIN IRON MOUNTAIN IRON MOUNTAIN IRON MOUNTAIN | ROCK GRAVEL ROCK | ER&R STORM DRAINAGE STORM DRAINAGE SEWER MAIN COLLECTION STORM DRAINAGE SEWER MAIN COLLECTION STORM DRAINAGE | 285.87 111.79 118.44 233.83 233.83 394.26 394.26 |
| 100659 | J&S R/C HOBBIES PLUS | SOLDERING STATION AND SOLDER | STORM DRAINAGE | 96.81 |
| 100660 | JOHNSON, KELLY | UB 763100000000 6605 65TH DR N | WATER/SEWER OPERATION | 17.71 |
| 100661 | JONES, DUSTIN | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 100662 | KNIGHT, ANNA | REFUND CLASS FEES | PARKS-RECREATION | 25.00 |
| 100663 | LAKE INDUSTRIES LAKE INDUSTRIES | ASPHALT HAULED | STORM DRAINAGE STORM DRAINAGE | 60.00 60.00 |
| 100664 | LARSON, MICHELLE | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 100665 | LICENSING, DEPT OF LICENSING, DEPT OF LICENSING, DEPT OF LICENSING, DEPT OF LICENSING, DEPT OF LICENSING, DEPT OF LICENSING, DEPT OF LICENSING, DEPT OF | CARTAS, DANIEL (ORIGINAL) CARTAS, DARCI (ORIGINAL) GREENWELL, JOSEPH (ORIGINAL) HOLCOMB, ALTIE (ORIGINAL) LEVIN, ARTHUR (RENEWAL) MCCOY, MICHAEL (ORIGINAL) NETTLES, ARTHUR (RENEWAL) CORNEAL, BRIAN (LT RENEWAL) | GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND | 18.00 18.00 18.00 18.00 18.00 18.00 18.00 21.00 |
| 100666 | LOWES HIW INC | TUBING AND ADAPTERS | WATER QUAL TREATMENT | 44.14 |
| 100667 | MARYFEST | 2015 STRAWBERRY FESTIVAL FASHI | EXECUTIVE ADMIN | 225.00 |
| 100668 | MARYSVILLE PAINT MARYSVILLE PAINT | PAINTING SUPPLIES STAIN | WASTE WATER TREATMENT F WASTE WATER TREATMENT F | 75.38 169.51 |
| 100669 | MARYSVILLE PRINTING MARYSVILLE PRINTING | PARADE LETTER PRINTING AND FOL PO BOOKS | TRAFFIC CONTROL DEVICES TRANSPORTATION MANAGEM | 116.96 414.14 |
| 100670 | MARYSVILLE SCHOOL | FACILITY USAGE-TMS | RECREATION SERVICES | 153.00 |
| 100671 | MCCORMICK, SUSIE | REFUND CLASS FEES | PARKS-RECREATION | 15.00 |
| 100672 | MCKINNIE, JILL | | PARKS-RECREATION | 36.00 |
| 100673 | MDE INC | KBCC ENGINEERING PLANS | FACILITY REPLACEMENT | 1,840.00 |
| 100674 | MESHKE, ALLISON | REFUND CLASS FEES | PARKS-RECREATION | 95.00 |
| 100675 | NEXTEL NEXTEL | ACCT #130961290 | WATER FILTRATION PLANT SOURCE OF SUPPLY | 60.36 60.36 |
| 100676 | NILL, DONNA & MARK | UB 847741870000 7741 87TH AVE | WATER/SEWER OPERATION | 29.96 |
| 100677 | NORTHSTAR CHEMICAL NORTHSTAR CHEMICAL NORTHSTAR CHEMICAL NORTHSTAR CHEMICAL | SODIUM HYPOCHLORITE | WATER FILTRATION PLANT WATER QUAL TREATMENT WATER FILTRATION PLANT WATER QUAL TREATMENT | 488.00 488.00 628.40 628.40 |
| 100678 | NORTHWEST BARRICADE NORTHWEST BARRICADE | SIGNS AND STANDS | SEWER MAIN COLLECTION STORM DRAINAGE | 1,010.75 1,010.75 |
| 00679 | NURSERYTREES.COM NURSERYTREES.COM | CYPRESS TREES | MAINT OF GENL PLANT MAINT OF GENL PLANT | 161.28 322.45 |
| 00680 | OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT OFFICE DEPOT | OFFICE SUPPLIES | POLICE INVESTIGATION POLICE INVESTIGATION POLICE INVESTIGATION POLICE INVESTIGATION POLICE INVESTIGATION UTIL ADMIN POLICE PATROL | 15.22 42.64 87.03 126.53 127.25 182.76 215.48 |
| 00681 | OLASON, MONICA OLASON, MONICA OLASON, MONICA OLASON, MONICA | INSTRUCTOR SERVICES | RECREATION SERVICES RECREATION SERVICES RECREATION SERVICES RECREATION SERVICES | 63.00 168.00 195.00 240.00 |

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| 00681 | OLASON, MONICA | INSTRUCTOR SERVICES | RECREATION SERVICES | 240.00 |
| | OLASON, MONICA | | RECREATION SERVICES | 288.00 |
| 00682 | ONCKEN COUNSELING | ANGER MANAGEMENT SERIES | EQUIPMENT RENTAL | 1,545.00 |
| 00683 | PART WORKS INC, THE | CHECK VALVES AND VALVE KIT | WATER CROSS CNTL | 413.33 |
| 00684 | PARTS STORE, THE | RADIATOR HOSE | EQUIPMENT RENTAL | 17.27 |
| | PARTS STORE, THE | SPARK PLUGS, WIRES, CAP AND RO | EQUIPMENT RENTAL | 92.35 |
| | PARTS STORE, THE | BRAKE ROTORS AND BRAKE PADS | EQUIPMENT RENTAL | 289.83 |
| | PARTS STORE, THE | CABINETS | EQUIPMENT RENTAL | 399.84 |
| 00685 | PAXTON, BELINDA | REIMBURSE TRAVEL EXPENSES | POLICE INVESTIGATION | 111.78 |
| 00686 | PEACE OF MIND | MINUTE TAKING SERVICE | CITY CLERK | 201.50 |
| 00687 | PILCHUCK RENTALS | WEEDEATER HEADS | WATER RESERVOIRS | 114.08 |
| | PILCHUCK RENTALS | HEDGE TRIMMER 2 CYCLE OIL AND | WASTE WATER TREATMENT F | 494.02 |
| 00688 | PLANET TURF | FERTILIZER | MAINTENANCE | 1,480.77 |
| 00689 | PLATT ELECTRIC | WIRE DISPENSER, CONDUIT AND AD | WATER QUAL TREATMENT | 70.23 |
| 00690 | POLICE & SHERIFFS PR | ID CARD | DETENTION & CORRECTION | 17.49 |
| 00691 | POLLARDWATER.COM | TRANSMITTER | STORM DRAINAGE | 326.33 |
| 00692 | PORTER, ANDREW | INSTRUCTOR SERVICES | COMMUNITY CENTER | 300.00 |
| 00693 | PRICE, SUSAN | 2015 SUMMER CONCERT SERIES | RECREATION SERVICES | 600.00 |
| 00694 | PUD | ACCT #2054-2741-2 | PARK & RECREATION FAC | 6.91 |
| | PUD | ACCT #2052-8364-1 | STREET LIGHTING | 7.82 |
| | PUD | ACCT #2050-2647-6 | STREET LIGHTING | 9.53 |
| | PUD | ACCT #2045-8436-1 | STREET LIGHTING | 14.86 |
| | PUD | ACCT #2050-2647-6 | STREET LIGHTING | 14.91 |
| | PUD | ACCT #2045-8436-1 | STREET LIGHTING | 19.69 |
| | PUD | ACCT #2049-3331-1 | PUMPING PLANT | 31.00 |
| | PUD | 2202-9862-4 | STREET LIGHTING | 48.43 |
| | PUD | ACCT #2026-7070-9 | STREET LIGHTING | 55.20 |
| | PUD | ACCT #2013-8099-5 | PUMPING PLANT | 61.08 |
| | PUD | ACCT #2030-6201-3 | STREET LIGHTING | 92.02 |
| | PUD | ACCT #2034-3089-7 | STREET LIGHTING | 95.35 |
| | PUD | ACCT #2025-7611-2 | STREET LIGHTING | 99.77 |
| | PUD | ACCT #2026-8910-5 | WASTE WATER TREATMENT F | 168.86 |
| | PUD | ACCT #2024-9063-7 | SEWER LIFT STATION | 170.90 |
| | PUD | ACCT #2022-9433-6 | STREET LIGHTING | 180.52 |
| | PUD | ACCT #2033-4458-5 | STREET LIGHTING | 186.87 |
| | PUD | ACCT #2025-7232-7 | STREET LIGHTING | 201.99 |
| | PUD | ACCT #2020-3007-8 | TRANSPORTATION MANAGEM | 203.45 |
| | PUD | ACCT #2023-6819-7 | PUMPING PLANT | 231.92 |
| | PUD | ACCT #2001-6459-8 | SOURCE OF SUPPLY | 595.40 |
| | PUD | ACCT #2025-7611-2 | STREET LIGHTING | 1,895.70 |
| 00695 | REILLY, WILLIAM H & | SENSOR REPAIR | PUMPING PLANT | 841.97 |
| 00696 | RICOH USA, INC. | PRINTER CHARGES | IS REPLACEMENT ACCOUNTS | 232.09 |
| 00697 | RICOH USA, INC. | | COMMUNITY CENTER | 27.73 |
| | RICOH USA, INC. | | MUNICIPAL COURTS | 39.51 |
| | RICOH USA, INC. | | POLICE PATROL | 65.77 |
| | RICOH USA, INC. | | PROPERTY TASK FORCE | 74.84 |
| | RICOH USA, INC. | | GENERAL SERVICES - OVERT | 87.69 |
| | RICOH USA, INC. | | LEGAL - PROSECUTION | 131.22 |
| | RICOH USA, INC. | | ENGR-GENL | 143.75 |
| | RICOH USA, INC. | | POLICE INVESTIGATION | 144.18 |
| | RICOH USA, INC. | | UTILITY BILLING | 178.81 |
| | RICOH USA, INC. | | EXECUTIVE ADMIN | 186.24 |
| | RICOH USA, INC. | | WASTE WATER TREATMENT F | 195.64 |
| | RICOH USA, INC. | | PERSONNEL ADMINISTRATIO | 206.95 |
| | RICOH USA, INC. | | PROBATION | 212.17 |
| | RICOH USA, INC. | | CITY CLERK | 213.30 |
| | RICOH USA, INC. | | FINANCE-GENL | 213.31 |
| | RICOH USA, INC. | | DETENTION & CORRECTION | 260.96 |
| | RICOH USA, INC. | | PARK & RECREATION FAC | 308.59 |
| | RICOH USA, INC. | | UTIL ADMIN | 377.22 |
| | RICOH USA, INC. | | COMMUNITY DEVELOPMENT- | 583.19 |

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| 100697 | RICOH USA, INC. | PRINTER CHARGES | OFFICE OPERATIONS | 849.25 |
| 100698 | RISING STARS GYM | RENTAL DEPOSIT REFUND | GENERAL FUND | 200.00 |
| 100699 | ROSS, PATRICIA | REFUND CLASS FEES | PARKS-RECREATION | 95.00 |
| 100700 | ROTTER, MYLES | UB 766305000000 6305 79TH AVE | WATER/SEWER OPERATION | 62.15 |
| 100701 | ROY ROBINSON | HEATER MOTOR, WIRING AND RESIS | EQUIPMENT RENTAL | 343.43 |
| 100702 | SAFEWAY INC. | MEETING SUPPLIES | EXECUTIVE ADMIN | 48.65 |
| 100703 | SAINTZ, JOSHUA & KRY | UB 245000000002 10526 56TH DR | WATER/SEWER OPERATION | 32.36 |
| 100704 | SAN DIEGO POLICE EQU | AMMUNITION | POLICE TRAINING-FIREARMS | 7,498.50 |
| 100705 | SCHLOTE, LISA | RENTAL DEPOSIT REFUND | GENERAL FUND | 100.00 |
| 100706 | SCIENTIFIC SUPPLY | TYGON TUBING AND LABEL TAPE | WASTE WATER TREATMENT F | 26.39 |
| | SCIENTIFIC SUPPLY | VINYL TUBING AND BOTTLES | WASTE WATER TREATMENT F | 190.16 |
| | SCIENTIFIC SUPPLY | FILTER PAPER | WASTE WATER TREATMENT F | 269.82 |
| | SCIENTIFIC SUPPLY | MEMBRANE FILTERS | WASTE WATER TREATMENT F | 373.81 |
| 100707 | SHACKLETON, CORI | REIMBURSE TRAVEL EXPENSES | POLICE INVESTIGATION | 132.73 |
| 100708 | SIX ROBBLEES INC | STAT TAPE | CAPITAL OUTLAY | 77.31 |
| | SIX ROBBLEES INC | SAFETY VALVES | ER&R | 177.47 |
| 100709 | SNO CO TREASURER | CRIME VICTM/WITNESS FUNDS | CRIME VICTIM | 1,087.43 |
| 100710 | SONDERLEITER, KEN | UB 040678000001 9128 62ND DR N | WATER/SEWER OPERATION | 205.83 |
| 100711 | SOUND SAFETY | JEANS-ROODZANT | UTIL ADMIN | 62.79 |
| | SOUND SAFETY | TSHIRTS | STORM DRAINAGE | 73.54 |
| | SOUND SAFETY | LANYARDS AND DBI BAG | TRANSPORTATION MANAGEM | 78.62 |
| | SOUND SAFETY | HEADGEAR AND FACE SHIELDS | ER&R | 106.35 |
| | SOUND SAFETY | SYRINGE KEEPERS | ER&R | 132.74 |
| | SOUND SAFETY | LANYARDS, HARNESS - JACKET, JE | TRANSPORTATION MANAGEM | 275.78 |
| | SOUND SAFETY | | TRANSPORTATION MANAGEM | 282.31 |
| 100712 | SOUTHERN COMPUTER | IPHONE CASE CREDIT | WATER QUAL TREATMENT | -145.53 |
| | SOUTHERN COMPUTER | | COMPUTER SERVICES | -72.77 |
| | SOUTHERN COMPUTER | IPHONE CASES | COMPUTER SERVICES | 52.22 |
| | SOUTHERN COMPUTER | | COMPUTER SERVICES | 72.77 |
| | SOUTHERN COMPUTER | | WATER QUAL TREATMENT | 104.45 |
| | SOUTHERN COMPUTER | | WATER QUAL TREATMENT | 145.53 |
| 100713 | STAPLES | OFFICE SUPPLIES | PARK & RECREATION FAC | 5.10 |
| | STAPLES | VINYL ENVELOPES | EQUIPMENT RENTAL | 96.39 |
| | STAPLES | OFFICE SUPPLIES | PARK & RECREATION FAC | 116.37 |
| 100714 | SUAN, EDITH | UB 070085000000 5609 93RD PL N | WATER/SEWER OPERATION | 25.84 |
| 100715 | SUBURBAN PROPANE | PROPANE | PARK & RECREATION FAC | 845.33 |
| 100716 | SUNNYSIDE NURSERY | COMEFORD PARK PLANTINGS | GMA-PARKS | 992.97 |
| 100717 | SUTLER, ROBERT & KAT | UB 094803000000 4803 145TH ST | WATER/SEWER OPERATION | 6.00 |
| 100718 | SWICK-LAFAVE, JULIE | REIMBURSE JAIL SUUPLIES | DETENTION & CORRECTION | 55.46 |
| | SWICK-LAFAVE, JULIE | REIMBURSE JAIL SUPPLIES | DETENTION & CORRECTION | 111.84 |
| 100719 | TCA ARCHITECTURE PLA | PROFESSIONAL SERVICES | SEWER CAPITAL PROJECTS | 9,685.42 |
| 100720 | TIMBERCON INC | COMMUNICATION UPGRADE | UTILITY CONSTRUCTION | -47.61 |
| | TIMBERCON INC | | WATER CAPITAL PROJECTS | 588.58 |
| 100721 | TRANSPO GROUP | PROFESSIONAL SERVICES | GMA - STREET | 14,074.78 |
| 100722 | TRANSPORTATION, DEPT | PROJECT COSTS | GMA - STREET | 40.87 |
| | TRANSPORTATION, DEPT | BIA PROJECT COSTS | GMA - STREET | 2,177.26 |
| 00723 | TREE TIME LLC | INSTRUCTOR SERVICES | RECREATION SERVICES | 21.00 |
| 00724 | TRIBUTE KINGS LLC | 2015 SUMMER CONCERT SERIES | RECREATION SERVICES | 800.00 |
| 00725 | TULALIP TRIBAL COURT | BAIL POSTED | GENERAL FUND | 250.00 |
| 00726 | ULTRABLOCK, INC. | CREDIT INV 30173-INCORRECT SAL | CAPITAL OUTLAY | -10,099.80 |
| | ULTRABLOCK, INC. | CREDIT INV 30158 INCORRECT SAL | CAPITAL OUTLAY | -1,683.30 |
| | ULTRABLOCK, INC. | BLOCKS AND FRIEGHT | CAPITAL OUTLAY | 1,683.30 |
| | ULTRABLOCK, INC. | BLOCKS AND FREIGHT | CAPITAL OUTLAY | 1,686.40 |
| | ULTRABLOCK, INC. | NEW DOME BLOCKS | CAPITAL OUTLAY | 10,099.80 |
| | ULTRABLOCK, INC. | | CAPITAL OUTLAY | 10,118.40 |
| 00727 | UNITED PARCEL SERVIC | SHIPPING EXPENSE | GENERAL SERVICES - OVERF | 0.03 |
| | UNITED PARCEL SERVIC | | ENGR-GENL | 0.09 |
| | UNITED PARCEL SERVIC | | GENERAL SERVICES - OVERF | 0.22 |
| | UNITED PARCEL SERVIC | | WATER SERVICES | 0.48 |
| | UNITED PARCEL SERVIC | | WASTE WATER TREATMENT F | 7.07 |
| | UNITED PARCEL SERVIC | | WASTE WATER TREATMENT F | 20.09 |

DATE: 6/10/2015
TIME: 10:43:12AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 6 32

FOR INVOICES FROM 6/4/2015 TO 6/10/2015

| <u>CHK #</u> | <u>VENDOR</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT DESCRIPTION</u> | <u>ITEM AMOUNT</u> |
|--------------|--|------------------------------|----------------------------|--------------------|
| 100727 | UNITED PARCEL SERVIC UNITED PARCEL SERVIC | SHIPPING EXPENSE | TRANSPORTATION MANAGEM | 34.04 |
| | | | TRANSPORTATION MANAGEM | 97.27 |
| 100728 | URTZ, MIRANDA | REFUND CLASS FEES | PARKS-RECREATION | 42.00 |
| 100729 | VAN DAM'S ABBEY | CONSULTATION | FACILITY REPLACEMENT | 152.32 |
| 100730 | WA STATE TREASURER WA STATE TREASURER | PUBLIC SAFTEY & BLDG REVENUE | GENERAL FUND | 130.50 |
| | | | GENERAL FUND | 43,972.67 |
| 100731 | WASTE MANAGEMENT | YARDWASTE/RECYCLE SERVICE | RECYCLING OPERATION | 109,097.32 |
| 100732 | WASTE MANAGEMENT | RECYCLE PILOT | RECYCLING OPERATION | 2,452.25 |
| 100733 | WIDGREN, PEGGY | REFUND CLASS FEES | PARKS-RECREATION | 36.00 |
| 100734 | WITHOUT BORDERS | INSTRUCTOR SERVICES | RECREATION SERVICES | 276.50 |
| 100735 | WSSUA | UMPIRES | RECREATION SERVICES | 1,452.00 |
| 100736 | YAMAHA MOTOR CORP | GOLF CART LEASE | PRO-SHOP | 2,428.80 |
| 100737 | YATES, CHRIS | 2015 SUMMER CONCERT SERIES | RECREATION SERVICES | 600.00 |

WARRANT TOTAL:

978,906.02

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

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 22, 2015

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

RECOMMENDED ACTION:


The Finance and Executive Departments recommend City Council approve the June 5, 2015 payroll in the amount \$1,620,756.87 Check No.'s 28923 through 28975 with Check No. 67009 voided and reissued with Check No. 28922.

COUNCIL ACTION:

Index #5

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 06/22/15

| | |
|---|--|
| AGENDA ITEM: Six-Year Transportation Improvement Program (TIP) Update | |
| PREPARED BY: John A. Cowling | DIRECTOR APPROVAL:  |
| DEPARTMENT: Public Works - Engineering | |
| ATTACHMENTS: 2016-2021 TIP 2016-2021 Program Narrative Project Location Map City of Marysville Resolution & Notice of Public Hearing | |
| BUDGET CODE: 30500030.563000 | AMOUNT: |
| SUMMARY: | |

The proposed Six-Year Transportation Improvement Program for the years 2016 – 2021, once implemented will advance the City’s ongoing efforts to improve the efficiency and safety of the roadway system for both vehicular and multi-modal uses.

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

RECOMMENDED ACTION:

Staff recommends that Council Authorize the Mayor to conduct a public hearing regarding the Six-Year Transportation Improvement Program (2016-2021) and, based on staff presentation, public testimony, and Council deliberations, approve a resolution adopting a Six-Year Transportation Improvement Plan (2016-2021) for the City of Marysville.

| CITY OF MARYSVILLE | | | | 2016 - 2021 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (Thousands of Dollars) | | | | | | | | | | | | Adopted Resolution No. _____ | | | | | | | | |
|---|----------|--|------------------|--|---------------|--------------------|------------|-------------|-------------|--------------------|------------|-------------|-------------|--------------------|------------|------------------------------|-------------|-------------------------|------------|-------------|-------------|----------------|-------------|--------------------|
| TIP NO. | LOCATION | PROJECT NAME AND DESCRIPTION | FUNCTIONAL CLASS | IMPROVEMENT TYPE | UTILITY CODES | YEAR 1 | | | | YEAR 2 | | | | YEAR 3 | | | | YEARS 4 THROUGH 6 | | | | 6 YEAR SUMMARY | | |
| | | | | | | 2016 OBLIG & PHASE | CITY FUNDS | OTHER FUNDS | FUND SOURCE | 2017 OBLIG & PHASE | CITY FUNDS | OTHER FUNDS | FUND SOURCE | 2018 OBLIG & PHASE | CITY FUNDS | OTHER FUNDS | FUND SOURCE | 2019-2021 OBLIG & PHASE | CITY FUNDS | OTHER FUNDS | FUND SOURCE | CITY FUNDS | OTHER FUNDS | 6 YR. PROJECT COST |
| NON-MOTORIZED PROJECTS | | | | | | 2,801 | 235 | 2,566 | | 937 | 140 | 797 | | 0 | 0 | 0 | | 505 | 0 | 505 | | 375 | 3,868 | 4,243 |
| 1 | CITY | 80th St. NE SIDEWALK- 47TH AVE NE TO 51ST AVE NE INSTALL SIDEWALK ON SOUTH SIDE OF ROADWAY | 17 | 32 | CGPSTW | 200 | | | GMA-ST | 300 | | | GMA-ST | | | | | | | | | 0 | 500 | 500 |
| | | | | | | ALL | | 200 | UNFUNDED | CNCE | | 300 | UNFUNDED | | | | | | | | | | | |
| 2 | CITY | MARSHALL ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT INSTALL CURB, GUTTER, SIDEWALK AND PEDESTRIAN FACILITIES | 17 | 32 | | 500 | 200 | | GMA-ST | 40 | 35 | | GMA-ST | | | | | | | | | 235 | 305 | 540 |
| | | | | | | ALL | | 300 | SRTS | ALL | | 5 | SRTS | | | | | | | | | | | |
| 3 | CITY | SUNNYSIDE ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT INSTALL CURB, GUTTER, SIDEWALK AND PEDESTRIAN FACILITIES | 16 | 32 | | 10 | 5 | | GMA-ST | 300 | 100 | | GMA-ST | | | | | | | | | 105 | 205 | 310 |
| | | | | | | ALL | | 5 | SRTS | ALL | | 200 | SRTS | | | | | | | | | | | |
| 4 | CITY | 8TH ST NE- CEDAR TO STATE AVE PED AND BIKE PROJECT INSTALL CURB, GUTTER, SIDEWALK, BIKE AND PEDESTRIAN FACILITIES | 17 | 32 | | 261 | | | GMA-ST | 259 | | | GMA-ST | | | | | | | | | 0 | 520 | 520 |
| | | | | | | ALL | | 178 | PED-BIKE | ALL | | 177 | PED-BIKE | | | | | | | | | | | |
| | | | | | | | | 83 | UNFUNDED | | | 82 | UNFUNDED | | | | | | | | | | | |
| 5 | CITY | GROVE ST- CEDAR TO STATE AVE PED AND BIKE PROJECT INSTALL CURB, GUTTER, SIDEWALK, BIKE AND PEDESTRIAN FACILITIES | 6 | 32 | | 410 | 30 | | GMA-ST | 38 | 5 | | GMA-ST | | | | | | | | | 35 | 413 | 448 |
| | | | | | | ALL | | 250 | PED-BIKE | ALL | | 26 | PED-BIKE | | | | | | | | | | | |
| | | | | | | | | 130 | TIB | | | 7 | TIB | | | | | | | | | | | |
| 6 | CITY | 53RD AVE NE- SR 528 TO SUNNYSIDE BLVD CONSTRUCT BICYCLE AND PEDESTRIAN FACILITIES | 17 | 32 | | | | | | | | | | | | | | 505 | | GMA-ST | | 0 | 505 | 505 |
| | | | | | | ALL | | | | | | | | ALL | | 505 | UNFUNDED | | | | | | | |
| 7 | CITY | CENTENNIAL TRAIL CONNECTION CONSTRUCT MULTIUSE TRAIL BETWEEN 84TH ST AND CENTENNIAL TRAIL | 0 | 32 | | 720 | | | GMA-ST | | | | | | | | | | | | | 0 | 720 | 720 |
| | | | | | | ALL | | 720 | UNFUNDED | | | | | | | | | | | | | | | |
| 8 | CITY | EBEY WATERFRONT TRAIL CONSTRUCT MULTIUSE TRAIL FROM SR 529 ALONG LEVEE TO EXITING TRAILS TO THE EAST | 0 | 32 | | 700 | | | GMA-ST | | | | | | | | | | | | | 0 | 700 | 700 |
| | | | | | | ALL | | 700 | UNFUNDED | | | | | | | | | | | | | | | |
| 9 | CITY | 51ST AVE NE- GROVE ST TO 84TH ST CONSTRUCT BICYCLE AND PEDESTRIAN FACILITIES | 17 | 32 | | | | | | | | | | | | | | 5,600 | | GMA-ST | | 0 | 5,600 | 5,600 |
| | | | | | | ALL | | | | | | | | ALL | | 5,600 | UNFUNDED | | | | | | | |
| 10 | CITY | ARMAR ROAD- 47TH ST TO GROVE ST CONSTRUCT PEDESTRIAN FACILITIES | 17 | 32 | | | | | | | | | | | | | | 3,200 | | GMA-ST | | 0 | 3,200 | 3,200 |
| | | | | | | ALL | | | | | | | | ALL | | 3,200 | UNFUNDED | | | | | | | |
| 11 | CITY | ANNUAL SIDEWALK PROGRAM INSTALL CURB, GUTTER AND SIDEWALK | 0 | 32 | | 250 | | | GMA-ST | 250 | | | GMA-ST | 250 | | | GMA-ST | 750 | | GMA-ST | | 0 | 1,500 | 1,500 |
| | | | | | | ALL | | 250 | TBD | ALL | | 250 | TBD | ALL | | 250 | TBD | ALL | | 750 | TBD | | | |
| TRAFFIC SAFETY / INTERSECTION IMPROVEMENTS | | | | | | 1,137 | 274 | 863 | | 2,765 | 50 | 2,715 | | 1,125 | 50 | 1,075 | | 8,713 | 150 | 8,563 | | 524 | 13,216 | 13,740 |
| 12 | CITY | STATE AVENUE / SR 528 INTERSECTION CHANGE SE AND NW RADII AS A CONDITION OF DEVELOPMENTS | 14 | 12 | CPT | | | | | | | | | | | | | 250 | | | | 0 | 250 | 250 |
| | | | | | | ALL | | | | | | | | ALL | | 250 | DEVELOPER | | | | | | | |
| 13 | CITY | SR 528 / ALDER ST. PEDESTRIAN SIGNAL CONSTRUCT A NEW PEDESTRIAN SIGNAL ON SR 528 BETWEEN ALDER AND QUINN | 14 | 12 | CGPTW | 240 | 80 | | GMA-ST | | | | | | | | | | | | | 80 | 160 | 240 |
| | | | | | | ALL | | 160 | CDBG | | | | | | | | | | | | | | | |
| 14 | CITY | SR 528 / 67TH AVE. NE INTERSECTION MODIFY NORTHWEST CORNER OF INTERSECTION FOR IMPROVED TRUCK MOVEMENTS | 14 | 12 | CGPSTW | 50 | 50 | | GMA-ST | 400 | | | GMA-ST | | | | | | | | | 50 | 400 | 450 |
| | | | | | | PE | | | | ALL | | 400 | UNFUNDED | | | | | | | | | | | |
| 15 | CITY | 116TH ST NE / STATE AVE INTERSECTION CONSTRUCT TURN LANE(S), MODIFY TRAFFIC SIGNAL, ADD A SECOND WESTBOUND THRU LANE AND EXTEND THE EASTBOUND RIGHT-TURN LANE | 14 | 12 | CGPSTW | | | | | 300 | | | GMA-ST | 500 | | | GMA-ST | 700 | | GMA-ST | | 0 | 1,500 | 1,500 |
| | | | | | | | | | | PE/RW | | 300 | UNFUNDED | CNCE | | 500 | UNFUNDED | ALL | | 700 | UNFUNDED | | | |
| 16 | CITY | SR 528 / DELTA AVE PEDESTRIAN SIGNAL CONSTRUCT A PEDESTRIAN SIGNAL AT THE INTERSECTION | 14 | 12 | CPT | | | | | 40 | | | GMA-ST | 250 | | | GMA-ST | | | | | 0 | 290 | 290 |
| | | | | | | | | | | PE | | 40 | UNFUNDED | CNCE | | 250 | UNFUNDED | | | | | | | |
| 17 | CITY | STATE AVE / 88TH ST NE INTERSECTION ADD THRU AND TURN LANES. MODIFY TRAFFIC SIGNAL | 14 | 12 | CGPSTW | | | | | 75 | | | GMA-ST | 325 | | | GMA-ST | 500 | | GMA-ST | | 0 | 900 | 900 |
| | | | | | | | | | | PE | | 75 | UNFUNDED | PE/RW | | 325 | UNFUNDED | CNCE | | 500 | UNFUNDED | | | |
| 18 | CITY | STATE AVE / 84TH ST NE INTERSECTION CONSTRUCT RAIL CROSSING AND INSTALL A TRAFFIC SIGNAL. | 14 | 12 | CGPSTW | | | | | | | | | | | | | 2,213 | | | | 0 | 2,213 | 2,213 |
| | | | | | | ALL | | | | | | | | ALL | | 2,213 | DEVELOPER | | | | | | | |
| 19 | CITY | SR 528 / 76TH ST NE INTERSECTION INSTALL A TRAFFIC SIGNAL AND POSSIBLY PROVIDE ADDITIONAL CHANNELIZATION | 6 | 12 | CGPSTW | 50 | 50 | | GMA-ST | 500 | | | GMA-ST | | | | | | | | | 50 | 500 | 550 |
| | | | | | | PE | | | | CNCE | | 500 | UNFUNDED | | | | | | | | | | | |
| 20 | CITY | 51ST AVE NE / 152ND ST NE INTERSECTION INSTALL A TRAFFIC SIGNAL AND ADDITIONAL CHANNELIZATION | 17 | 12 | CPT | | | | | | | | | | | | | 400 | | GMA-ST | | 0 | 400 | 400 |
| | | | | | | ALL | | | | | | | | ALL | | 400 | UNFUNDED | | | | | | | |

| CITY OF MARYSVILLE | | | 2016 - 2021 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (Thousands of Dollars) | | | | | | | | | | | | Adopted Resolution No. _____ | | | | | | | | |
|---|----------|---|--|----------------------------------|--------------------|------------|-------------|-------------|--------------------|------------|-------------|-------------|--------------------|-------------------|------------------------------|-------------|-------------------------|------------|-------------|-------------|------------|-------------|--------------------|
| TIP NO. | LOCATION | PROJECT NAME AND DESCRIPTION | FUNCTIONAL CLASS | IMPROVEMENT TYPE & UTILITY CODES | YEAR 1 | | | YEAR 2 | | | YEAR 3 | | | YEARS 4 THROUGH 6 | | | 6 YEAR SUMMARY | | | | | | |
| | | | | | 2016 OBLIG & PHASE | CITY FUNDS | OTHER FUNDS | FUND SOURCE | 2017 OBLIG & PHASE | CITY FUNDS | OTHER FUNDS | FUND SOURCE | 2018 OBLIG & PHASE | CITY FUNDS | OTHER FUNDS | FUND SOURCE | 2019-2021 OBLIG & PHASE | CITY FUNDS | OTHER FUNDS | FUND SOURCE | CITY FUNDS | OTHER FUNDS | 6 YR. PROJECT COST |
| 21 | CITY | STATE AVE / 100TH ST / SHOULTES RD INTERSECTIONS DESIGN AND CONSTRUCT IMPROVEMENTS AT BOTH INTERSECTIONS AS ONE PROJECT | 14 | 12 | CGPSTW | | | | | | | | | | | | | 4,500 | | | 0 | 4,500 | 4,500 |
| | | | | | | | | | | | | | | | | | | ALL | | | | | |
| 22 | CITY | STATE AVE - 1ST ST TO 88TH ST NE SIGNAL IMPROVEMENTS AT THE INTERSECTION OF STATE AND 4TH, 80TH, AND 88TH | 14 | 12 | CGPSTW | 325 | 44 | | GMA-ST | 1,400 | | | | | | | | | | | 44 | 1,681 | 1,725 |
| | | | | | | PE | | 281 | SAFT | PE | | 1,400 | SAFT | | | | | | | | | | |
| 23 | CITY | CITYWIDE INTERSECTION IMPROVEMENTS DESIGN AND CONSTRUCT SIGNAL OPERATIONS AT INTERSECTIONS CITYWIDE | | | | 422 | | | GMA-ST | | | | | | | | | | | | 0 | 422 | 422 |
| | | | | | | CN | | 422 | SAFT | | | | | | | | | | | | | | |
| 24 | CITY | INTELLIGENT TRANSPORTATION SYSTEM IMPLEMENT ITS PROGRAM TO IMPROVE SIGNAL COORDINATION AND MANAGEMENT | | | | 50 | 50 | | GMA-ST | 50 | 50 | | GMA-ST | 50 | 50 | | GMA-ST | 150 | 150 | | 300 | 0 | 300 |
| | | | | | | ALL | | | | ALL | | | | ALL | | | | ALL | | | | | |
| MAJOR WIDENING / LANE ADDITION PROJECTS | | | | | | 750 | 500 | 250 | | 600 | 500 | 100 | | 10,030 | 0 | 10,030 | | 42,550 | 0 | 42,550 | 1,000 | 52,930 | 53,930 |
| 25 | CITY | STATE AVE: 116TH ST. NE TO 136TH ST. NE CONSTRUCT EASTERN 2 LANES FOR A FULL 5 LANE ROADWAY SECTION | 14 | 4 | CGPSTW | 250 | | | GMA-ST | | | | | | | | | | | | 0 | 250 | 250 |
| | | | | | | CN | | 250 | TIB | | | | | | | | | | | | | | |
| 26 | CITY | STATE AVENUE: 100TH ST. NE TO 116TH ST. NE WIDEN TO 5 LANE SECTION WITH CURB, GUTTER AND SIDEWALK, AND REPLACE QUILCEDA OVERCROSSING | 14 | 4, 8 | CGPSTW | 500 | 500 | | GMA-ST | 500 | 500 | | GMA-ST | 9,480 | | | | | | | 1,000 | 9,480 | 10,480 |
| | | | | | | PE | | | | PE/RW | | | | CN | | 9,480 | UNFUNDED | | | | | | |
| 27 | CITY | SUNNYSIDE BLVD.: 47TH AVE. NE TO 52ND ST. NE TWO GENERAL PURPOSE LANES IN EACH DIRECTION WITH A TWO-WAY LEFT TURN LANE, AND CURB, GUTTER AND SIDEWALK | 16 | 4 | CGPSTW | | | | | | | | | 250 | | | | | | | 0 | 13,250 | 13,250 |
| | | | | | | | | | | | | | | PE | | 250 | UNFUNDED | ALL | | | | | |
| 28 | CITY | 152ND STREET NE: STATE AVE. TO 43RD VIC. WIDEN FROM 2 TO 3 LANES | 16 | 1, 4 | CGPSTW | | | | | | | | | | | | | | | | 0 | 4,250 | 4,250 |
| | | | | | | | | | | | | | | | | | | ALL | | | | | |
| 29 | CITY | 51ST AVENUE NE: 160TH ST NE TO ARLINGTON CITY LIMITS WIDEN EXISTING ROADWAY FROM TWO LANES TO 5 LANES WITH CURB, GUTTER, SIDEWALK, BICYCLE AND PEDESTRIAN FACILITIES | 16 | 4 | CGPSTW | | | | | | | | | | | | | | | | 0 | 4,000 | 4,000 |
| | | | | | | | | | | | | | | | | | | ALL | | | | | |
| 30 | CITY | 88TH STREET NE: 36th AVE NE TO I-5 CONSTRUCT WESTBOUND RIGHT TURN DROP LANE ON 88TH ST NE FROM 36TH AVE TO INTERSTATE 5 | 14 | 4 | CGPSTW | | | | | 100 | | | GMA-ST | 300 | | | | | | | 0 | 1,900 | 1,900 |
| | | | | | | | | | | ALL | | 100 | DEVELOPER | ALL | | 300 | DEVELOPER | ALL | | | | | |
| 31 | CITY | SR528 / I-5 INTERCHANGE ADDITIONAL LANES CONSTRUCT ADDITION EASTBOUND AND WESTBOUND LANES AT THE INTERCHANGE. ADD ADDITIONAL TURN LANES. | 2 | 4 | CGPSTW | | | | | | | | | | | | | | | | 0 | 19,800 | 19,800 |
| | | | | | | | | | | | | | | | | | | ALL | | | | | |
| NEW ALIGNMENT PROJECTS | | | | | | 625 | 50 | 575 | | 1,125 | 50 | 1,075 | | 18,525 | 50 | 18,475 | | 57,025 | 0 | 57,025 | 150 | 77,150 | 77,300 |
| 32 | CITY | 156TH STREET NE: STATE AVENUE TO 51ST AVE. VIC. WIDEN 3 TO 5 LANES CURB, GUTTER, AND SIDEWALK | 14 | 4 | CGPSTW | | | | | 500 | | | GMA-ST | 1,400 | | | | | | | 0 | 12,900 | 12,900 |
| | | | | | | | | | | PE | | 500 | DEVELOPER | PE/RW | | 1,400 | DEVELOPER | ALL | | | | | |
| 33 | CITY | FIRST STREET BYPASS NEW ALIGNMENT | 16 | 1 | CGPSTW | 50 | 50 | | GMA-ST | 50 | 50 | | GMA-ST | 50 | 50 | | GMA-ST | 10,000 | | | 150 | 10,000 | 10,150 |
| | | | | | | PE | | | | PE | | | | PE/RW | | | | ALL | | | | | |
| 34 | CITY | 40TH ST NE/87th AVE NE/35th ST NE: SUNNYSIDE BLVD TO SR 9 DESIGN AND CONSTRUCT ROADWAY AND INTERSECTION IMPROVEMENTS | 14 | 1, 4 | CGPSTW | | | | | | | | | 5,000 | | | | | | | 0 | 29,000 | 29,000 |
| | | | | | | | | | | | | | | PE/RW | | 5,000 | DEVELOPER | ALL | | | | | |
| 35 | CITY | 27TH AVE NE EXTENSION FROM 156TH ST NE TO 166TH ST NE CONSTRUCT A NEW ROADWAY ALIGNMENT TO CONNECT 156TH ST NE TO 166TH ST NE | 14 | 1, 4 | CGPSTW | | | | | | | | | | | | | | | | 0 | 11,800 | 11,800 |
| | | | | | | | | | | | | | | | | | | ALL | | | | | |
| 36 | CITY | ARTERIAL IMPROVEMENTS FOR TRANSPO COMP PLAN CREDIT TRAFFIC MIT. FEES FOR ARTERIAL CONNECTIONS | 16, 17 | 1 | CPT | 75 | | | GMA-ST | 75 | | | GMA-ST | 75 | | | | | | | 0 | 450 | 450 |
| | | | | | | CN | | 75 | UNFUNDED | CN | | 75 | UNFUNDED | CN | | 75 | UNFUNDED | CN | | | | | |
| 37 | CITY | 23RD AVE. NE / 169TH ST NE CONSTRUCT SOUTH LEG FROM ROUNDABOUT AT 172ND AND 23RD AVE. NE AND CONNECT TO 169TH ST. NE | 16 | 1 | | 500 | | | GMA-ST | 500 | | | GMA-ST | 12,000 | | | | | | | 0 | 13,000 | 13,000 |
| | | | | | | PE/RW | | 500 | UNFUNDED | PE | | 500 | UNFUNDED | CN | | 12,000 | UNFUNDED | | | | | | |
| BRIDGES | | | | | | 750 | 0 | 750 | | 750 | 0 | 750 | | 900 | 900 | 0 | | | | | 4,300 | 39,500 | 43,800 |
| 38 | CITY | 156TH ST NE INTERCHANGE CONVERT THE 156TH ST NE OVERCROSSING INTO A FULL SINGLE POINT URBAN INTERCHANGE WITH INTERSTATE 5 | 11, 14 | 8 | | 750 | | | GMA-ST | 750 | | | GMA-ST | 900 | 900 | | GMA-ST | 40,000 | 3,400 | | 4,300 | 39,500 | 43,800 |
| | | | | | | PE | | 750 | UNFUNDED | PE | | 750 | UNFUNDED | PE | | 900 | | ALL | | | | | |

| CITY OF MARYSVILLE | | | | 2016 - 2021 SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (Thousands of Dollars) | | | | | | | | | | | | Adopted Resolution No. _____ | | | | | | | | |
|--|----------|---|------------------|--|--------------------|------------|-----------------|-------------|--------------------|------------|-----------------|-------------|--------------------|------------|-----------------|------------------------------|-------------------------|------------|-----------------|-------------|----------------|-----------------|--------------------|--------|
| TIP NO. | LOCATION | PROJECT NAME AND DESCRIPTION | FUNCTIONAL CLASS | IMPROVEMENT NT TYPES UTILITY CODES | YEAR 1 | | | | YEAR 2 | | | | YEAR 3 | | | | YEARS 4 THROUGH 6 | | | | 6 YEAR SUMMARY | | | |
| | | | | | 2016 OBLIG & PHASE | CITY FUNDS | OTHER FUNDS | FUND SOURCE | 2017 OBLIG & PHASE | CITY FUNDS | OTHER FUNDS | FUND SOURCE | 2018 OBLIG & PHASE | CITY FUNDS | OTHER FUNDS | FUND SOURCE | 2019-2021 OBLIG & PHASE | CITY FUNDS | OTHER FUNDS | FUND SOURCE | CITY FUNDS | OTHER FUNDS | 6 YR. PROJECT COST | |
| STREET OVERLAYS | | | | | 1,600 | 0 | 1,600 | | 1,600 | 0 | 1,600 | | 1,600 | 0 | 1,600 | | 4,800 | 0 | 4,800 | | 0 | 9,600 | 9,600 | |
| 39 | CITY | ANNUAL PAVEMENT PRESERVATION PROGRAM | 14, 16, 17 | 7 | 1,600 | | | GMA-ST | 1,600 | | | GMA-ST | 1,600 | | | GMA-ST | 4,800 | | | GMA-ST | 0 | 9,600 | 9,600 | |
| | | MISCELLANEOUS LOCATIONS DETERMINED BY PAVEMENT CONDITION | | | ALL | | 1,600 | TBD | ALL | | 1,600 | TBD | ALL | | 1,600 | TBD | ALL | | 4,800 | TBD | | | | |
| JOINT AGENCY PROJECTS - MARYSVILLE LEAD | | | | | 1,700 | 200 | 1,500 | | 25,900 | 200 | 25,700 | | 26,900 | 200 | 26,700 | | 29,300 | 0 | 29,300 | | 600 | 83,200 | 83,900 | |
| 40 | CITY | 88TH STREET NE: STATE AVE. TO 67TH AVE. NE | 16 | 3 | CGPSTW | 400 | 200 | | GMA-ST | 400 | 200 | | GMA-ST | 400 | 200 | | GMA-ST | 19,300 | | | GMA-ST | 600 | 19,900 | 20,500 |
| | | WIDEN TO A 3 LANE ROADWAY SECTION WITH BIKE LANES IMPROVEMENTS BY INTERLOCAL AGREEMENT | | | | PE/RW | | 200 | COUNTY | PE/RW | | 200 | COUNTY | PE/RW | | 200 | COUNTY | ALL | | 17,700 | UNFUNDED | | | |
| | | | | | | | | | | | | | | | | | | | | 1,600 | COUNTY | | | |
| 41 | CITY | 152ND STREET NE: 43rd AVE. VIC. TO 67TH AVE. NE | 16 | 3 | CGPSTW | | | | | | | | | 1,000 | | | GMA-ST | 10,000 | | | GMA-ST | 0 | 11,000 | 11,000 |
| | COUNTY | WIDEN TO A 3 LANE ROADWAY SECTION WITH IMPROVEMENTS AT ARTERIAL INTERSECTIONS | | | | | | | | | | | | PE | | 1,000 | UNFUNDED | ALL | | 10,000 | UNFUNDED | | | |
| 42 | CITY | SR 529 / INTERSTATE 5 INTERCHANGE EXPANSION | 1 | 1,3 | CGPSTW | 1,300 | | | GMA-ST | 25,500 | | | GMA-ST | 25,500 | | | GMA-ST | | | | | 0 | 52,300 | 52,300 |
| | WSDOT | CONSTRUCT NEW NORTHBOUND OFFRAMP FROM I-5 TO SR 529 AND NEW SOUTHBOUND ON RAMP FROM SR 529 TO I-5 | | | | PE/RW | | 1,300 | OTHER | CN/CE | | 23,000 | UNFUNDED | CN/CE | | 23,000 | UNFUNDED | | | | | | | |
| | | | | | | | | | | | | 2,500 | FMSIB | | | 2,500 | FMSIB | | | | | | | |
| DEBT SERVICE | | | | | 907 | 907 | 0 | | 908 | 908 | 0 | | 1,093 | 1,093 | 0 | | 3,281 | 3,281 | 0 | | 6,189 | 0 | 6,189 | |
| 43 | CITY | STATE AVENUE DEBT SERVICE | N/A | N/A | | 294 | 294 | | GMA-ST | 295 | 295 | | GMA-ST | 480 | 480 | | GMA-ST | 1,431 | 1,431 | | GMA-ST | 2,500 | 0 | 2,500 |
| 44 | CITY | LIMITED BOND FOR STREET CONSTRUCTION PROJECTS | N/A | N/A | | 613 | 613 | | GMA-ST | 613 | 613 | | GMA-ST | 613 | 613 | | GMA-ST | 1,850 | 1,850 | | GMA-ST | 3,689 | 0 | 3,689 |
| SUMMARY | | | | | | | | | | | | | | | | | | | | | | | | |
| STATE, FEDERAL AND UNFUNDED FUNDS: | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | 0 | DEVELOPER | | | 600 | DEVELOPER | | | 6,700 | DEVELOPER | | | 54,763 | DEVELOPER | | 62,063 | DEVELOPER | |
| WSDOT | | WASH. ST. DEPT OF TRANSPORTATION | | | | 0 | WSDOT | | | 0 | WSDOT | | | 0 | WSDOT | | | 0 | WSDOT | | 0 | WSDOT | | |
| STP | | SURFACE TRANSPORTATION PROGRAM | | | | 0 | STP | | | 0 | STP | | | 0 | STP | | | 0 | STP | | 0 | STP | | |
| UNFUNDED | | CITY UNDETERMINED | | | | 3,028 | UNFUNDED | | | 26,222 | UNFUNDED | | | 46,880 | UNFUNDED | | | 128,380 | UNFUNDED | | 204,510 | UNFUNDED | | |
| TIB | | TRANSPORTATION IMPROVEMENT BOARD | | | | 380 | TIB | | | 7 | TIB | | | 0 | TIB | | | 0 | TIB | | 387 | TIB | | |
| SAFT | | SAFETEA-LU | | | | 703 | SAFT | | | 1,400 | SAFT | | | 0 | SAFT | | | 0 | SAFT | | 2,103 | SAFT | | |
| PED-BIKE | | PEDESTRIAN AND BICYCLE PROGRAM | | | | 428 | PED-BIKE | | | 203 | PED-BIKE | | | 0 | PED-BIKE | | | 0 | PED-BIKE | | 631 | PED-BIKE | | |
| SRTS | | SAFE ROUTES TO SCHOOL | | | | 305 | SRTS | | | 205 | SRTS | | | 0 | SRTS | | | 0 | SRTS | | 510 | SRTS | | |
| TBD | | TRANSPORTATION BENEFIT DISTRICT | | | | 1,850 | TBD | | | 1,850 | TBD | | | 1,850 | TBD | | | 5,550 | TBD | | 11,100 | TBD | | |
| COUNTY | | SNOHOMISH COUNTY | | | | 200 | COUNTY | | | 200 | COUNTY | | | 200 | COUNTY | | | 1,600 | COUNTY | | 2,200 | COUNTY | | |
| COUNTY UNFUND | | SNOHOMISH COUNTY, UNFUNDED | | | | 0 | COUNTY UNFUNDED | | | 0 | COUNTY UNFUNDED | | | 0 | COUNTY UNFUNDED | | | 0 | COUNTY UNFUNDED | | 0 | COUNTY UNFUNDED | | |
| CT | | COMMUNITY TRANSIT | | | | 0 | CT | | | 0 | CT | | | 0 | CT | | | 0 | CT | | 0 | CT | | |
| FMSIB | | FREIGHT MOBILITY STRATEGIC INVESTMENT BOARD | | | | 0 | FMSIB | | | 2,500 | FMSIB | | | 2,500 | FMSIB | | | 0 | FMSIB | | 5,000 | FMSIB | | |
| CDBG | | COMMUNITY DEVELOPMENT BLOCK GRANT | | | | 160 | CDBG | | | 0 | CDBG | | | 0 | CDBG | | | 0 | CDBG | | 160 | CDBG | | |
| OTHER | | BOND OR LOAN | | | | 1,300 | OTHER | | | 0 | OTHER | | | 0 | OTHER | | | 0 | OTHER | | 1,300 | OTHER | | |
| | | | | | | 8,354 | SUB TOT | | | 33,187 | SUB TOT | | | 58,130 | SUB TOT | | | 190,293 | SUB TOT | | 221,441 | SUB TOT | | |
| CITY FUNDS: | | | | | | | | | | | | | | | | | | | | | | | | |
| ART-ST | | ARTERIAL STREET FUND | | | | 0 | ART-ST | | | 0 | ART-ST | | | 0 | ART-ST | | | 0 | ART-ST | | 0 | ART-ST | | |
| GMA-ST | | GROWTH MANAGEMENT STREET FUND DEMAND | | | | 2,166 | GMA-ST | | | 1,848 | GMA-ST | | | 2,293 | GMA-ST | | | 6,831 | GMA-ST | | 13,138 | GMA-ST | | |
| | | PROJECTED GROWTH MANAGEMENT STREETS REVENUES | | | | 1,500 | GMA-ST | | | 1,500 | GMA-ST | | | 1,500 | GMA-ST | | | 4,500 | GMA-ST | | 9,000 | GMA-ST | | |
| | | TRAFFIC MITIGATION | | | | 800 | GMA-ST | | | 800 | GMA-ST | | | 800 | GMA-ST | | | 2,400 | GMA-ST | | | GMA-ST | | |
| | | ANNUAL DEFICIT OR SURPLUS | | | | 134 | GMA-ST | | | 452 | GMA-ST | | | 7 | GMA-ST | | | 69 | GMA-ST | | | GMA-ST | | |
| | | ESTIMATED CARRYOVER SURPLUS OR DEFICIT FROM PREVIOUS YEAR | | | | 0 | GMA-ST | | | 134 | GMA-ST | | | 586 | GMA-ST | | | 593 | GMA-ST | | | GMA-ST | | |
| | | YEAR TO YEAR ESTIMATED ANNUAL SURPLUS OR DEFICIT | | | | 134 | GMA-ST | | | 586 | GMA-ST | | | 593 | GMA-ST | | | 662 | GMA-ST | | | GMA-ST | | |
| | | | | | | 2,166 | SUB TOT | | | 1,848 | SUB TOT | | | 2,293 | SUB TOT | | | 6,831 | SUB TOT | | 13,138 | SUB TOT | | |
| | | | | | | 10,520 | TOTAL | | | 35,035 | TOTAL | | | 60,423 | TOTAL | | | 197,124 | TOTAL | | 234,579 | GRAND TOT | | |



2016-2021 SIX YEAR TRANSPORTATION PLAN PROGRAM NARRATIVE

- ITEM NO. 1 80th ST NE SIDEWALK: 47TH AVE NE TO 51ST AVE NE**
Construct curb, gutter, sidewalk and drainage facilities along the south side of 80th St. NE
- ITEM NO. 2 MARSHALL ELEMENTARY SAFE ROUTES TO SCHOOL**
Design and construct pedestrian facilities including curb, gutter, sidewalk and crosswalks along 116th St. NE as part of the Safe Routes to School Program
- ITEM NO. 3 SUNNYSIDE ELEMENTARY SAFE ROUTES TO SCHOOL**
Design and construct pedestrian facilities including curb, gutter and sidewalk along Sunnyside Boulevard as part of the Safe Routes to School Program
- ITEM NO. 4 8TH ST NE: CEDAR TO STATE AVE PED AND BIKE**
Design and construct pedestrian facilities including curb, gutter, sidewalk and bike lanes along 8th St. across the BNSF mainline as part of the Pedestrian and Bicycle Grant Program
- ITEM NO. 5 GROVE ST: CEDAR TO STATE AVE PED AND BIKE**
Design and construct pedestrian facilities including curb, gutter, sidewalk and bike lanes along 8th St. across the BNSF mainline as part of the Pedestrian and Bicycle Grant Program
- ITEM NO. 6 53RD AVENUE NE: SR 528 TO SUNNYSIDE BLVD**
Construct bicycle and pedestrian facilities.
- ITEM NO. 7 CENTENNIAL TRAIL CONNECTION**
Construct a multi-use trail between 84th St. NE and the Centennial Trail in the vicinity of SR 9 for multimodal connectivity to the Bayview trail.
- ITEM NO. 8 EBNEY WATERFRONT TRAIL**
Construct a multi-use from SR 529 east along the existing levee to the future breach. Additionally construct a multi-use trail from the east side of the breach to existing trail system.
- ITEM NO. 9 51ST AVE NE: GROVE ST TO 84TH ST**
Construct sidewalks on both sides of roadway and make provisions for bike lanes.
- ITEM NO. 10 ARMAR ROAD: 47TH ST TO GROVE ST**
Construct sidewalks on both sides of road.



ITEM NO. 11 ANNUAL SIDEWALK PROGRAM

Construct curb, gutter, sidewalk or shoulder improvements per the Transportation Benefit District.

ITEM NO. 12 STATE AVENUE / SR 528 INTERSECTION

Change SE and SW radii as a condition of development of adjacent property to dedicate necessary right-of-way to make this improvement.

ITEM NO. 13 SR 528 / ALDER ST. PEDESTRIAN SIGNAL

Construct a new pedestrian signal on SR 528 between Alder and Quinn.

ITEM NO. 14 SR 528 / 67TH AVE NE INTERSECTION

Modify northwest corner of intersection including signal improvements to accommodate improved truck turning movements.

ITEM NO. 15 116TH ST NE / STATE AVENUE

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

ITEM NO. 16 SR 528 / DELTA AVENUE PEDESTRIAN SIGNAL

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

ITEM NO. 17 STATE AVENUE / 88TH ST NE INTERSECTION

Add thru lanes and turn lanes. Modify traffic signal.

ITEM NO. 18 STATE AVENUE / 84TH ST NE INTERSECTION

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

ITEM NO. 19 SR 528 / 76TH ST NE INTERSECTION

Design and construct a traffic signal and additional channelization.

ITEM NO. 20 51ST AVENUE NE / 152ND STREET NE INTERSECTION

Design and construct a traffic signal and additional channelization.

ITEM NO. 21 STATE AVE / 100TH ST / SHOULTES RD INTERSECTIONS

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

ITEM NO. 22 STATE AVE.-1ST ST. TO 88TH ST. NE

Improve traffic signal timing and phasing, improve visibility of traffic signal heads, improve conditions for pedestrians in crosswalks, add illumination and a right turn lane and install signs. Improvements occur at the intersections of State Ave. NE and 4th St. NE, 80th St. NE



and 88th St. NE; providing a westbound to northbound right drop lane, new structural wall, and signal modifications as part of grant funding through WSDOT and SAFETEA-LU.

ITEM NO. 23 CITYWIDE INTERSECTION IMPROVEMENTS

Improve traffic signal operations at seven intersections, increase visibility of traffic signal heads with the installation of reflective signal head backplates at two intersections and upgrade railroad/traffic signal interconnect equipment, circuitry and operations at four intersections. Signal operations will be improved with the installation of flashing yellow arrow (FYA) left turn signal displays at six intersections and installation of advanced vehicle detection at one State Avenue intersection.

ITEM NO. 24 INTELLIGENT TRANSPORTATION SYSTEM

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

ITEM NO. 25 STATE AVENUE: 116TH STREET NE TO 136TH STREET NE

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

ITEM NO. 26 STATE AVENUE: 100TH STREET NE TO 116TH STREET NE

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

ITEM NO. 27 SUNNYSIDE BOULEVARD: 47TH AVE. NE TO 52ND ST. NE

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

ITEM NO. 28 152ND STREET NE: STATE AVE. TO 43RD VIC.

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

ITEM NO. 29 51ST AVENUE NE: 160TH ST NE TO ARLINGTON CITY LIMITS

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

ITEM NO. 30 88TH STREET NE: 36TH AVE NE TO I-5

Construct westbound right turn drop lane on 88th St NE from the 36th Ave. NE to Interstate 5.

ITEM NO. 31 SR 528 / I-5 INTERCHANGE ADDITIONAL LANES

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



ITEM NO. 32 156TH STREET NE: STATE AVE. TO 51ST AVE. VIC.

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

ITEM NO. 33 FIRST STREET BYPASS

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

ITEM NO. 34 40TH ST NE/83RD AVE NE/35TH ST NE: TO SR 9

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

ITEM NO. 35 27TH AVE EXTENSION FROM 156TH ST NE TO 166TH ST NE

Construct a new roadway alignment to connect 156th St NE to 166th St NE.

ITEM NO. 36 ARTERIAL IMPROVEMENTS FOR TRANSPO COMP PLAN

Credit select, applicable traffic mitigation fees for portions of arterial improvements that do not directly access private development land uses.

ITEM NO. 37 23RD AVE. NE / 169TH ST NE

Create a fourth leg on the south side of the roundabout at 172nd (SR 531) at 23rd Ave NE and construct a new roadway alignment carrying 23rd Ave south and constructing a new section of 169th St. NE for connectivity.

ITEM NO. 38 156TH ST NE. INTERCHANGE

The project would convert the 156th St. NE Overcrossing to a full Single Point Urban Interchange. Initial funding will begin the Interchange Justification Report with WSDOT

ITEM NO. 39 ANNUAL PAVEMENT PRESERVATION PROGRAM

Pavement preservation and restoration at various locations determined by pavement condition rating prioritization. Preservation methods include overlays, ultra thin HMA, etc...

ITEM NO. 40 88TH STREET NE: STATE AVENUE TO 67TH AVENUE NE

Proposed joint Snohomish County/Marysville project to widen the existing 2-lane road to a 5-lane roadway with curb, gutter and sidewalks. Also provide capacity improvements at arterial intersections. Interim improvements may build out to a 3-lane section until the full 5-lane section is necessary.

ITEM NO. 41 152ND STREET NE: 43RD AVE VIC TO 67TH AVENUE NE

Proposed joint Snohomish County/Marysville project to widen the existing 2-lane road to a 3-lane roadway with curb, gutter and sidewalks. Also provide capacity improvements at arterial intersections.



ITEM NO. 42 SR 529 / INTERSTATE 5 INTERCHANGE EXPANSION

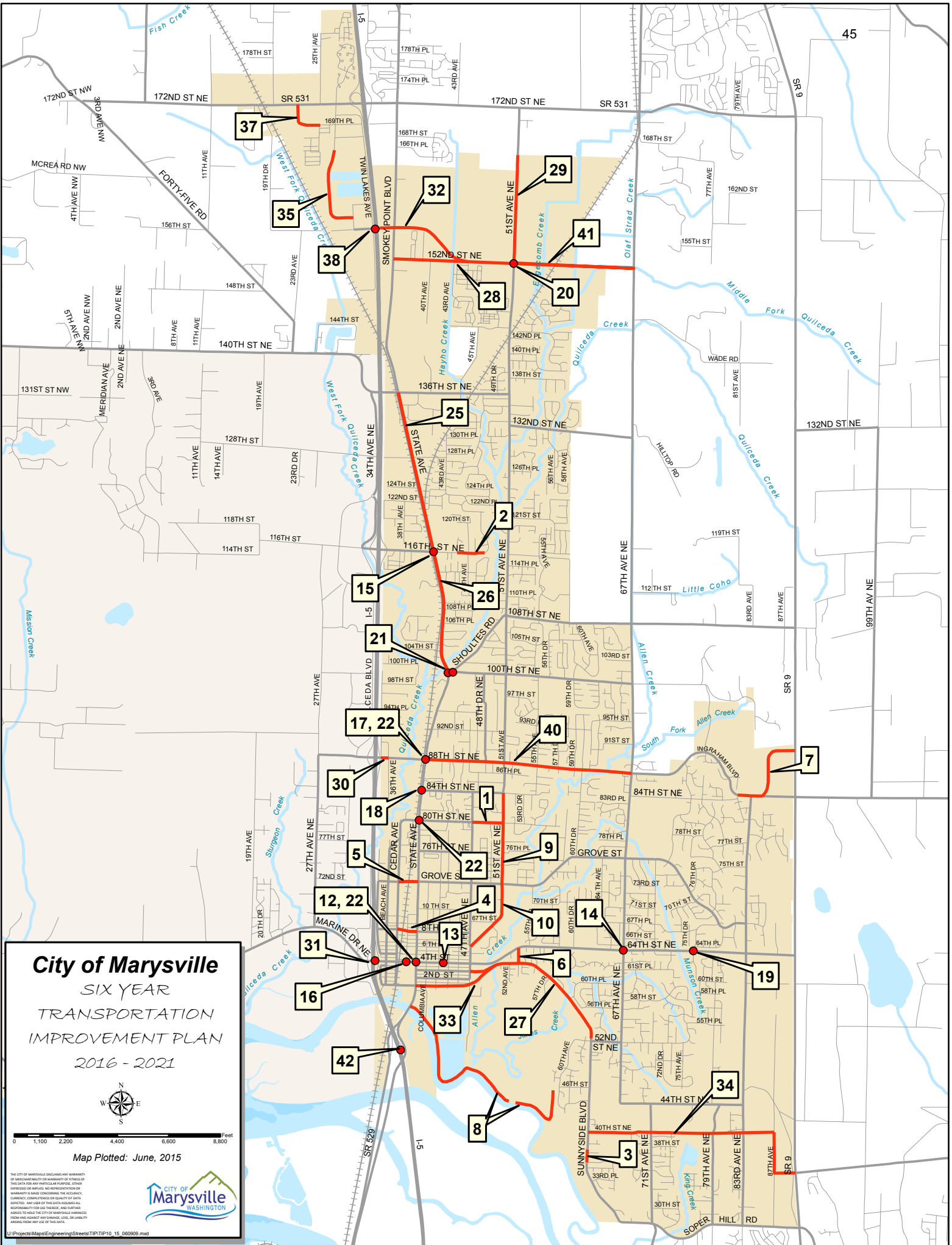
Construct new northbound off-ramp from Interstate 5 to SR 529 and new southbound on-ramps from SR 529 to Interstate 5 completing a full interchange at this location.

ITEMS NO. 43 STATE AVENUE DEBT SERVICE

Yearly debt payments necessary to provide a portion of the local match funding to pay for the State Avenue, Grove Street to First Street project.

ITEMS NO. 44 LIMITED BOND FOR STREET CONSTRUCTION PROJECTS

2007 Limited Bond for street construction projects including State Ave. 116th to 136th, State Ave. 136th to 152nd, SR 528 / 47th Ave. Intersection and 3rd St. NE / 47th Ave Intersection



City of Marysville
 SIX YEAR
 TRANSPORTATION
 IMPROVEMENT PLAN
 2016 - 2021

Map Plotted: June, 2015

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THESE OF THIS DATA FOR ANY PARTICULAR PURPOSE, OTHER EXPRESS OR IMPLIED, AND REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENTCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND THE USER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, COST, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

CITY OF MARYSVILLE WASHINGTON

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CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE ADOPTING A SIX-YEAR
TRANSPORTATION IMPROVEMENT PROGRAM (2016-2021)

WHEREAS, the City Council of the City of Marysville, Washington, pursuant to RCW 35.77.010, held a public hearing on June 22, 2015 for the purpose of revising and extending its Comprehensive Six-Year Transportation Program; and

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

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

1. The Comprehensive Six-Year Transportation Improvement Program (2016-2021) presented to the City Council, copies of which are on file and open to public inspection at the office of the City Clerk, is hereby approved and adopted in its entirety.

2. The City is hereby directed to file copies of said Programs with the Secretary of Transportation.

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

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

ATTEST:

By _____
April O'Brien, Deputy City Clerk

Approved as to form:

By _____
Jon Walker, City Attorney

CITY CLERK

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

Notice is hereby given that the Marysville City Council will hold a Public Hearing at 7:00 p.m., on Monday, June 22, 2015 in the Council Chambers of Marysville City Hall located at 1049 State Avenue, Marysville, Washington. The purpose of this public hearing is to consider the following:

A Resolution of the City of Marysville adopting a Six Year Transportation Improvement Program (2016-2021) in accordance with RCW 35-77-010.

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

The City of Marysville

April O’Brien
Deputy City Clerk

Dated: May 29, 2015

Published Marysville Globe: June 6, 2015 and June 13, 2015

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk’s Office at (360) 363-8000 or 1-800-833-6384 (voice relay), 1-800-833-6388 (TDD relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

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

Index #6

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: 06/22/2015**

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

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

RECOMMENDED ACTION:

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

THE CITY OF MARYSVILLE, WASHINGTON

CABLE TELEVISION FRANCHISE

Final Draft Dated 5-29-2015

CITY OF MARYSVILLE

Marysville, Washington

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.34 “State” means the State of Washington.

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

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

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

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

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

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

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

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

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

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

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

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

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

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

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

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

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

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

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

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

2.2 Use of Rights-of-Way

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

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

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

2.3 Duration

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

2.4 Effective Date

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

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

2.5 Franchise Nonexclusive; Grant of Other Franchises

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

2.6 Grant of Other Franchises

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

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

2.7 Familiarity with Franchise

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

2.8 Effect of Acceptance

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

2.9 Police Powers

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

SECTION 3. FRANCHISE FEES AND FINANCIAL CONTROLS

3.1 Franchise Fees

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

3.2 Payments

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

3.3 Acceptance of Payment

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

3.4 Franchise Fee Reports

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

3.5 Audits

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

3.6 Financial Records

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

3.7 Late Payments

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

3.8 Underpayments

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

3.9 Maximum Franchise Fees

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

3.10 Additional Commitments Not Franchise Fees

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

3.11 Alternative Compensation

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

3.12 Payment on Termination

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

3.13 Tax Liability

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

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

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

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

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

4.2 Charges

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

4.3 Cross Subsidization

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

4.4 No Rate Discrimination

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

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

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

4.5 Rates

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

4.6 Late Fees

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

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

4.7 Reserved Authority

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

4.8 Time Limits Strictly Construed

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

4.9 Performance Evaluations

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

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

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

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

SECTION 5. INDEMNIFICATION AND INSURANCE REQUIREMENTS

5.1 Indemnification

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

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

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

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

5.2 Insurance Requirements

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

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

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

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

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

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

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

(C) Endorsements.

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

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

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

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

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

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

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

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

5.3 Surety Bond

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

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

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

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

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

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

5.4 Bonds

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

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

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

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

6.2 Subscriber Privacy

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

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

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

7.2 Confidentiality

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

7.3 Records Required

Grantee shall provide to the City, upon request:

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

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

7.4 Submittal of Documents

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

7.5 Annual Reports

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

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

7.6 False Statements

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

7.7 Failure to Report

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

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

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

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

8.2 Deletion of Broad Programming Categories

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

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

8.3 Surveys

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

8.4 Continuity of Service Mandatory

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

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

8.5 Obscenity

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

8.6 Parental Control Device

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

8.7 New Technology

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

8.8 Services for the Disabled

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

SECTION 9. ACCESS

9.1 Access Channels

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

One Governmental Access Channel for use by the City; and

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

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

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

9.2 Characteristics of Access Channels

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

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

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

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

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

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

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

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

9.3 Access Channel Video On Demand

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

9.4 Management and Control of Access Channels

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

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

9.5 Additional Access Channels

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

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

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

9.6 Location of Access Channels

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

9.7 Access Interconnections

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

9.8 Access Capital Advance

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

9.9 Capital Contribution

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

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

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

9.10 Access Channels On Lowest Tier

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

9.11 Use of Educational and Governmental Access Channels

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

9.12 Technical Quality

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

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

9.13 Underutilized Access Channels

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

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

9.14 Information about Access Programming

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

9.15 Return Lines

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

9.16 Access Program Listings in Subscriber Guides

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

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

10.1 Right to Construct

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

10.2 Right-of-Way Meetings

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

10.3 General Standard

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

10.4 Joint Trenching/Boring

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

10.5 Movement of Facilities During Emergencies

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

10.6 One Call

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

10.7 Permits Required for Construction

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

10.8 Emergency Permits

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

10.9 Compliance with Applicable Codes

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

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

10.10 GIS

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

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

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

10.11 Least Interference

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

10.12 Prevent Injury/Safety

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

10.13 Notice to Private Property Owners

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

10.14 Underground Construction and Use of Poles

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

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

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

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

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

10.15 Restoration of Property

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

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

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

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

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

10.16 Discontinuing Use

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

10.17 Movement of Cable System Facilities For City Purposes

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

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

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

10.18 Movement of Cable System Facilities for Other Franchise Holders

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

10.19 Temporary Changes for Other Permittees

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

10.20 Reservation of City Use of Right-of-Way

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

10.21 Tree Trimming

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

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

10.22 Inspection of Construction and Facilities

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

10.23 Stop Work

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

(B) The stop work order shall:

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

10.24 Work of Contractors and Subcontractors

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

SECTION 11. SYSTEM TECHNICAL STANDARDS

11.1 Subscriber Network

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

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

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

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

11.2 Cable Services in Comparable Communities

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

11.3 Advanced Cable Service

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

11.4 Standby Power

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

11.5 Emergency Alert Capability

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

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

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

11.6 Technical Performance

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

11.7 Cable System Performance Testing

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

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

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

- (1) Cumulative leakage index testing;

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

(3) Tests in response to Subscriber complaints; and

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

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

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

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

11.8 Additional Tests

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

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

(B) the Cable System component tested;

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

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

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

SECTION 12. SERVICE EXTENSION AND SERVICE TO PUBLIC BUILDINGS

12.1 Service Availability

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

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

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

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

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

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

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

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

12.2 Edge Out Construction; Incremental Expansion of Franchise Area

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

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

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

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

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

12.3 Connection of Public Facilities

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

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

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

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

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

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

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

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

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

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

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

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

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

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

13.2 Revocation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.3 Procedures in the Event of Termination

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

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

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

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

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

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

13.4 Purchase of Cable System

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

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

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

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

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

13.5 Receivership and Foreclosure

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

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

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

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

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

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

13.6 Alternative Remedies

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

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

13.7 Assessment of Liquidated Damages

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

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

SECTION 14. FRANCHISE RENEWAL

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

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

SECTION 15. FRANCHISE TRANSFER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Discriminatory Practices Prohibited

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

16.2 Local Employment Efforts

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

16.3 Notices

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

Grantee's address shall be:

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

With a copy to:

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

City's address shall be:

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

16.4 Cumulative Rights

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

16.5 Costs to be Borne by Grantee

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

16.6 Binding Effect

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

16.7 Authority to Amend

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

16.8 Venue

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

16.9 Governing Laws

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

16.10 Guarantee

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

16.11 Counterparts

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

16.12 Captions

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

16.13 No Joint Venture

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

16.14 Waiver

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

16.15 Severability

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

16.16 Entire Agreement

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

16.17 Force Majeure

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

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

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

16.18 Attorneys' Fees

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

16.19 Actions of the City or Grantee

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

16.20 Acceptance

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

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

CITY OF MARYSVILLE

By _____
JOHN NEHRING, Mayor

ATTEST:

SANDY LANGDON, City Clerk

APPROVED AS TO FORM

JON WALKER, City Attorney

Accepted and approved this ____ day of _____, 2015.

WaveDivision I, LLC

By _____
Name _____
Its _____

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/22/2015

| | |
|---|--------------------|
| AGENDA ITEM: Approval of Special Event Permit Application; Marysville-Tulalip Chamber of Commerce | |
| PREPARED BY: Carol Mulligan DEPARTMENT: Community Development | DIRECTOR APPROVAL: |
| ATTACHMENTS: 1. Copy of Special Event Permit Application. 2. Cover Letter and Facility Use Application - Marysville School District. 3. Copy of Site Plan. 4. MMC 5.46. | |
| BUDGET CODE: | AMOUNT: |

SUMMARY:

The Marysville-Tulalip Chamber of Commerce has submitted an application to obtain a special event permit to hold a carnival involving rides, games, and concessions, at the Allen Creek Elementary School, 6505 – 60th Drive NE, from July 9th to July 12th of this year. The applicant is requesting city assistance in the form of set-up approval, police monitoring, and water/electricity usage accountability. Inspections will be conducted by the Washington State Department of Labor and Industries, as well as the city's Building Department and Fire District, prior to opening the event to the public.

The Community Development Staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

RECOMMENDED ACTION: The Community Development Staff recommends City Council approve the application for the Marysville-Tulalip Chamber of Commerce to conduct a special event as described above from July 9 - 12, 2015.

Received

102

JUN 01 2015

City of Marysville
Community Development



SPECIAL EVENT PERMIT APPLICATION

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

| | | | |
|---|--|---|--------------------------------------|
| FOR AGENCY USE | Date: | File: | Fee: \$100.00 |
| | NAME OF EVENT | | PROPOSED DATES |
| | 1st Annual Chamber Carnival | | 7/6-7/13 (Carnival open) 7/9-7/12 |
| | APPLICANT | SPONSORING NON-PROFIT | EVENT ORGANIZER |
| Name | Marysville Tulalip Co | M. T. Chamber Comm | Mary Jane Harmon |
| Mailing Address | 8825 34th AVE NE #2 | | James Eubanks |
| City, State, ZIP | Marysville WA 98271 | | |
| Phone (home/office) | 360 659 7700 | | |
| Phone (cell) | Mary Jane 360 618 2787 James Eubanks 425 903-2432 | | |
| E-mail | maryjane@marysville-tulalip-chamber.com | | |
| SITE INFORMATION | | | |
| Set-up date/time | Mon 7/6 5am-7/9 | Dismantling Date/time | Mon 7/13-7/14 |
| Estimated number of participants | over 4 days Approx 3500-4,000 | Will admission fee be charged? (please note amount) | NO. JUST FOR Tickets to Ride |
| Will alcohol be served at event? (if yes please explain) | NO | | |
| Type of activity planned (Describe event) and Proposed Activities | 12 Rides + Carnival games + Food + Drink in Midway 5-6 Food Vendors - in Midway 2 Vendors: 1 Sewing + 1 other (both Native art work) | | |
| Location to be used (Describe area to be used, attach map/route plan) | Allen Creek Elementary 6505 60th DR NE - Marysville WA 98270 | | |
| List any City Assistance that May be Required. | Fire Dept. to approve set on 7/9 AM. Police walk thru + addl Drive bys on 7/9-10-11-12 in the evenings Water meter to measure carnival water usage Help w/ setting meter w/ fidd for electric | | |
| Does event involve political or religious activity intended primarily for the communication or expression of ideas? | NO | | |



Received
JUN 01 2015
 City of Marysville
 Community Development

May 29, 2015

Kate Moore, Facilities Scheduler
 Marysville School District
 4220 80th Street NE
 Marysville, WA 98270
 360-653-0816

Re: Summer Carnival Event at Allen Creek Elementary

Dear Kate,

Attached is the Facilities Use Application for the upcoming Chamber Carnival event. This event will be a large fundraiser for the Chamber of Commerce non-profit agency. The Chamber is a partner in education, so we are thrilled to have this event at a Marysville school location.

The dates of this event will require use from July 6th – 13th. The schedule would be as follows:

July 6 – Carnival employees/RVs arrive and are set up
 July 7 - Carnival rides arrive and are set up
 July 8 – Rides are tested and certified by the State office
 Carnival Open (July 9-12)
 July 9 – 4pm-11pm
 July 10 – 11am-11pm
 July 11 – 11am-11pm
 July 12 – 12pm – 10pm
 Carnival Closed
 July 13 – Pack up rides and clean up lot
 July 14 – AM - Port-o-potties pick up by United Rentals and Boy Scouts will clean up the land.

The 5 port-o-potties (including 1 ADA) and 2 sinks will be delivered the 7th and cleaned and emptied daily. Trash dumpster will be delivered on the 7th as well. PUD and Water Dept will be met and completed on the 6th.

The Carnival is done by Butler Amusement. PO BOX 2210, Fairfield, CA 94533-0220. Office Phone: 707-429-4788. The on-site Manager is Bob, cell: 928-941-2684.

Sincerely,

Jesica Stickle
 President/CEO
 The Greater Marysville Tulalip Chamber of Commerce &
 Regional Visitors Information Center
 (360) 659-7700 Fax: (360) 653-6539
www.marysvilletulalipchamber.com



Marysville School District

Facilities Scheduling Department
 4220 60th Street NE - Marysville, WA 98270
 360-653-0816 office | 360-653-3682 fax
 facilities_scheduling@msvl.k12.wa.us

| | |
|----------------|------------------|
| District Use: | |
| Permit # | _____ |
| Classification | <u>1</u> 2 3 4 5 |
| Date | _____ |
| Approved | _____ |

FACILITY USE APPLICATION

Please read and complete both sides of application. Completed Application to be submitted at least fifteen (15) working days prior to the scheduled event. Once approval is granted, a copy of the Facility Use Permit will be issued as a confirmation.

~Marysville School District Facilities exist primarily for the benefit of the educational program, rescheduling, relocating or cancellation of reservations may be necessary due to school-related events/activities.

~Rental fees, where applicable, shall be determined by the latest established rental rates.

~RCW 17.21 requires school districts to notify the public of our pest control and herbicide use. Interested persons can contact the district for information on our Integrated Pest Management Plan (IPM) by calling 360-653-0847.

DO NOT SEND MONEY WITH APPLICATION – A Facility Use Invoice will be mailed to the billing contact.

A copy of your Certificate of Insurance and Endorsement document is required at time of application (see reverse side).

User Group Information

Name of Organization: Marysville Tulalip Chamber Contact Person: Jessica Stuckles Position: Pres/CEO
 Address: 8825 - 343 Ave NE, Ste C City: Tulalip State: WA Zip: 98271
 Phone (day): 360 659 7700 (evening): cell 425-931-8553 e-mail address: jessica@MarysvilleTulalipChamber.ca

Billing Information

Billing Contact: Mary Jane Harmon Position: Director of Administration
 Billing Address: same City: _____ State: _____ Zip: _____
 Phone (day): _____ (evening): NA e-mail address: maryjane@MarysvilleTulalipChamber.ca

Event Information

Name of Event: Carnival Description of Event/Activity: outdoor Fair w/ rides + games

Date(s) Requested: July 6th - 13th Use attached calendar if applicable

Day(s) of the week: (M) (T) (W) (Th) (F) (S) (Su)

TIME IN (Including SET-UP) 7/6 - AM TIME OUT (Including CLEAN-UP) 7/14 - AM TIME EVENT STARTS 7/9 @ 4pm TIME EVENT ENDS 7/12 @ 10pm

| SITES | | ROOMS | | EQUIPMENT | |
|--------------------------|--------------------------------------|-------------------------------------|--|--------------------------|--------------------------|
| X site choice | | | | Qty | Item |
| <input type="checkbox"/> | Marysville Getchell High School | <input checked="" type="checkbox"/> | Allencreek | | Chairs |
| <input type="checkbox"/> | Marysville Pilchuck High School | <input type="checkbox"/> | Cascade | | Speakers Table |
| <input type="checkbox"/> | Marysville Mountain View High School | <input type="checkbox"/> | Grove | | Lunchables |
| <input type="checkbox"/> | Marysville Tulalip Campus | <input type="checkbox"/> | Kellogg Marsh | | Kitchen use |
| <input type="checkbox"/> | Arts & Tech High School | <input type="checkbox"/> | Liberty | | Other* |
| <input type="checkbox"/> | Heritage High School | <input type="checkbox"/> | Marshall | | |
| <input type="checkbox"/> | 10th Street Middle School | <input type="checkbox"/> | Pinewood | | * <u>water</u> |
| <input type="checkbox"/> | Cedarcrest Middle School | <input type="checkbox"/> | Quil-Ceda | | |
| <input type="checkbox"/> | Marysville Middle School | <input type="checkbox"/> | Shoultes | | |
| <input type="checkbox"/> | Totem Middle School | <input type="checkbox"/> | Sunnyside | | |
| | | <input type="checkbox"/> | SERVICE CENTER (circle) Board Room Strawberry Room | | |
| <input type="checkbox"/> | ALL WEATHER FIELD | <input type="checkbox"/> | Msvl Getchell | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | | <input type="checkbox"/> | Quil-Ceda Stadium (circle) Field Track Seating | | |

Bleachers Out: YES / (NO) (Secondary School Gyms Only) ** may require on-site MSD Food Service Employee

Expected Attendance: Adults 200 Youth 300

X Applicant Signature (Signature required on both sides of application, adult 21 years of age or older)

5/29/15
Date

- OVER -

**Use of District Facilities
Rules and Regulations**

1. A Facility Use Application form shall be submitted at least fifteen (15) working days in advance of intended use for the determination of fees and approval.
2. Access to facilities will be granted in accordance with the time specified on the permit. All use will stop with sufficient time to vacate the building at the termination time stated on the building reservation permit.
3. Satisfactory sponsorship and adequate adult supervision must be provided by the applicant. Security may be required for some activities.
4. Permit confirmation must accompany user group for access to facility. This permit will allow you access to the described premises requested (along with designated restrooms) and use of the tables and chairs in the room. All other areas of the facility are off limits.
5. Facility use is cancelled when facility/building is closed due to an emergency.
6. A district employee must be present at all times when a school building is open for use by any group to render such service as is necessary, however the organization with authorized use shall assume full responsibility for supervision of the activity involved.
7. All applicable local, state, and federal laws shall be adhered to.
8. Use of alcohol, tobacco, and/or drugs is prohibited. Profane language and/or other objectionable conduct may result in barred use of facilities. Motorcycle riding, skateboarding, roller-blading or roller-skating are not allowed on school grounds.
9. Appropriate gym shoes are required for all activities on the uncovered floor of gymnasiums.
10. Applicants are responsible for special set-up requirements and clean up unless specifically requested in the application. Users shall be responsible for returning the facility to its original condition immediately following the event
11. Cancellations by applicants require at least a 24 hour notice. Otherwise, related actual costs shall be borne by the applicant.
12. Rental fees shall be determined by the latest fee schedule. Invoices will be mailed out monthly. Prepayments are not accepted. A \$5.00 change fee will be charged for all changes made to the original reservation.
13. Complete **Facility Procedures** provided in MSD Facility Use Packet, please review carefully.

[Signature] Initial Receipt of & Reviewed the Facility Use Packet.

TERMS AND CONDITIONS

CERTIFICATE OF INSURANCE and ENDORSEMENT DOCUMENTATION: All applicants will be required to provide proof of general liability insurance coverage in the form of a Certificate of Insurance. This certificate must show that the insurance coverage will be in effect during the event date(s) and show minimum general liability coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 in aggregate liability coverage. The School District must be named as additionally insured on said policy and a copy of the endorsement is to be included with the insurance certificate. Coverage cannot be cancelled or reduced without thirty-(30) day's written notice to the district.)

AGREEMENT: The undersigned hereby makes application to Marysville School District for use of school facilities described above and certifies that the information given in the applications is correct. The undersigned further states that he/she has the authority to make this application for the Applicant and agrees that the Applicant will observe all rules and regulations established herein for the site requested. The Applicant agrees to pay Marysville School District #25 the scheduled fees and for any damages arising from the Applicant's use of said facilities. The Applicant agrees to pay Marysville School District #25 if needed a NSF check fee, plus bank fee.

The applicant agrees that the School District and its agents or employees will not be liable for any damage to person or property by reason of negligent acts of applicant, its agents, employees, invitees, or subcontractors. Applicant agrees to protect, indemnify for legal costs and other expenses, and hold harmless, the School District and its officers, employees, directors and agents from claims, liabilities, or suits, arising out of injury to person or property from negligent acts of applicant, directly or indirectly attributable to user's activities and/or use of premises except for sole negligence of the School District..

I hereby acknowledge receipt of the Facility Use Procedures and agree to comply with the guidelines set therein regarding use of district facilities.

X *[Signature]*
Applicant Signature (same as on front)

5/29/15
Date



Chapter 5.46 SPECIAL EVENTS

Sections:

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

5.46.010 Definitions.

Terms used in this chapter shall have the following meanings:

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

(8) "Rally" means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause. 108

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

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

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

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

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

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

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

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

5.46.020 Special event permit required.

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

5.46.025 Exceptions to special event permit requirement.

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

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

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

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

(c) Funeral and wedding processions on private properties;

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

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

5.46.030 Permit application.

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

(ii) Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event; and 110

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

(f) All permit applications shall include:

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

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

(iii) The proposed location of the special event;

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

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

(vi) The proposed locations of the assembly or production area;

(vii) The specific proposed site or route, including a map and written narrative of the route;

(viii) The proposed site of any reviewing stands and/or vending areas;

(ix) The proposed site for any disbanding area;

(x) Proposed alternative routes, sites or times, where applicable;

(xi) The approximate number of persons, animals, and vehicles that will constitute the special event;

(xii) The kinds of animals anticipated to be part of the special event;

(xiii) A description of the types of vehicles to be used in the special event;

(xiv) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;

(xv) The number and location of potable sanitation facilities;

(xvi) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;

(xvii) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for special events using city streets, sidewalks, or facilities, including use of public or private law enforcement personnel;

(xviii) Provisions for first aid or emergency medical services, or both, based on special event risk factors;

(xix) Insurance and surety bond information;

(xx) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity;

(xxi) The marketing plan with proposed timelines associated with marketing the activity to the general public;

(xxii) Event timeline documenting activities from event set-up to event tear-down;

(xxiii) Parking areas;

(xxiv) Identify city assistance being requested; and

(xxv) Any other information required by the city. (Ord. 2901 § 1, 2012).

5.46.040 Approval.

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

(1) Approval by City Staff. Administrative approval for one-day events contained on a single site that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation, fire, streets, sanitation, and community development director departments.

(2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.

(3) The city council will be notified of all special event approvals made by the city staff.

(4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, Snohomish Health District, etc., these must be submitted prior to the issuance of the permit. (Ord. 2901 § 1, 2012).

5.46.050 Fees.

There will be a \$100.00 nonrefundable application fee for a special event permit. (Ord. 2901 § 1, 2012).

5.46.060 Departmental analysis.

(1) The community development director or designee will send copies of special event permit applications to all pertinent city departments and/or outside agencies when deemed necessary for review and determination of services required.

(2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.

(3) Cost of city services, i.e., police, public works employees, etc., for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2901 § 1, 2012).

5.46.070 Insurance required.

Except as otherwise provided in this chapter, the applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville, its officials, officers, employees and agents as additional insured for use of streets, public rights-of-way and publicly owned property such

as parks. The insurance policy shall be written on an occurrence basis and shall provide a minimum coverage of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. The insurance policy period shall be for a period not less than 24 hours prior to the event and extending for a period of not less than 24 hours following completion of the event. In circumstances presenting a significantly high risk of liability the city may, in its discretion, increase the minimum insurance requirements, and in circumstances presenting a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements. (Ord. 2901 § 1, 2012).

5.46.080 Denial of permit.

Reasons for denial of a special event permit include, but are not limited to:

- (1) The event will disrupt traffic within the city of Marysville beyond practical solution;
- (2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
- (3) The event will interfere with access to emergency services;
- (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
- (5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
- (6) The application contains incomplete or false information;
- (7) The applicant fails to provide proof of insurance;
- (8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee and/or the applicant has failed to pay all fees due from previous special events;
- (9) The applicant failed to provide proof of sufficient monitors for crowd control and safety at least one week prior to the event;
- (10) The applicant has failed to provide proof of sufficient on- or off-site parking or shuttle services, or both, when required, to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the special event;
- (11) The applicant has failed to conduct a previously authorized or exempted special event in accordance with law and/or the terms of a permit;
- (12) The special event application conflicts with permits issued on same date and location creating hardship or financial burden to already permitted events;
- (13) The applicant does not meet current zoning requirements;
- (14) The applicant fails to obtain local, county, state and federal permits as required;
- (15) The city reasonably determines that the proposed special event conflicts with an already approved special event scheduled for same date(s). (Ord. 2901 § 1, 2012).

5.46.090 Appeal.

The applicant has the right to appeal any denial or revocation of a special events permit to the city council. An appeal shall be made in writing, shall specify the grounds of the appeal, shall have supporting documentation attached, and it shall be filed with the community development director within seven calendar days of the date of the written denial or revocation. (Ord. 2901 § 1, 2012).

5.46.100 Sanitation.

(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained by the applicant subject to the Snohomish Health District's review and certification process. (Ord. 2901 § 1, 2012).

5.46.110 Revocation of special event permit.

(1) Any special event permit issued pursuant to this chapter is subject to revocation, pursuant to this section.

(2) A special event permit may be revoked if the city determines:

(a) That the special event cannot be conducted without violating the provisions of this chapter and/or conditions for the special event permit issuance;

(b) The special event is being conducted in violation of the provisions of this chapter and/or any condition of the special event permit;

(c) The special event poses a threat to health or safety;

(d) The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter;

(e) The special event permit was issued in error or contrary to law;

(f) The applicant has not paid all fees when due; or

(g) The applicant has failed to provide confirmation or proof that it has obtained the minimum number of required volunteers to perform safety functions.

(3) Except as provided in this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.

(4) If there is an emergency requiring immediate revocation of a special event permit, the city may notify the permit holder verbally of the revocation. (Ord. 2901 § 1, 2012).

5.46.120 Cost recovery for unlawful special event.

Whenever a special event is conducted without a special event permit when one is required or is conducted in violation of the terms of an issued special event permit, the event organizer shall be responsible for, and the city shall charge the event organizer for, all costs incurred as a result of the

5.46.130 Expressive activity special event.

When a special event permit is sought for an expressive activity such as a demonstration, rally, or march as defined in this chapter, the following exceptions shall apply:

(1) Where the special event will not require temporary street closures, cost recovery pursuant to MMC 5.46.050 shall be limited solely to a fee based on the cost of processing the permit application.

(2) The insurance requirement of MMC 5.46.070 shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.

(3) Where the special event will require temporary street closures and any one or more of the conditions of subsection (4) of this section are present requiring the city to provide services in the interest of public health, safety, and welfare, the special event coordinator may condition the issuance of the special event permit upon payment of actual, direct costs incurred by the city to a maximum of \$500.00. Any fee schedule adopted by the city shall contain a provision for waiver of, or a sliding scale for payment of, fees for city services, including police costs, on the basis of ability to pay.

(4) The city may deny a special event permit for a demonstration, rally or march if:

(a) The special event will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;

(b) The special event will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;

(c) The special event will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the city's public works department.

(d) The special event will require the diversion of police employees from their normal duties;

(e) The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;

(f) The special event will substantially interfere with another special event for which a permit has already been granted or with the provision of city services in support of other scheduled special events; or

(g) The special event will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.

(5) With regard to the permitting of expressive activity special events where the provisions of this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail. (Ord. 2901 § 1, 2012).

5.46.140 Penalties for violation.

(1) Violations of, or failure to comply with, any provision of this chapter shall constitute a civil infraction and any person found to have violated any provision of this chapter is punishable by a monetary penalty of not more than \$250.00 for each such violation. Each day that a violation continues shall constitute a new and separate infraction.

(2) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation.

(3) Any permit fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 2901 § 1, 2012).

The Marysville Municipal Code is current through Ordinance 2992, passed May 11, 2015.

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



Index #8

**CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: June 22, 2015

| | | |
|---|--|------------|
| AGENDA ITEM: Commute Trip Reduction (CTR) – Interlocal Agreement | AGENDA SECTION: New Business | |
| PREPARED BY: Angela Gemmer, Associate Planner | AGENDA NUMBER: | |
| ATTACHMENTS: 1. Email from Community Transit dated May 28, 2015 2. Interlocal Agreement for Administering CTR Plans and Programs | APPROVED BY: | |
| | MAYOR | CAO |
| BUDGET CODE: | AMOUNT: | |

The Commute Trip Reduction Law RCW 70.94 (CTR) requires cities, counties and towns containing “major employers” (100+ employees) experiencing the greatest vehicle related air pollution, gasoline consumption and congestion problems to develop plans and programs to reduce single occupant vehicle commute trips. These counties, cities and towns are required to establish and implement CTR plans for all major employers within their jurisdiction.

Currently, the City of Marysville implements CTR through an interlocal agreement (ILA) with Community Transit which allows Community Transit to serve as a liaison between the State and the City of Marysville, and promote implementation of CTR. The CTR ILA allows the transfer of Washington State Department of Transportation funds from Community Transit to the City of Marysville for trip reduction services required by CTR, and supports the statutory requirements for coordination and consistency among affected jurisdictions in implementing CTR.

The ILA between the City of Marysville and Community Transit will expire on June 30, 2015. In order to continue to receive assistance in implementing and administering the City’s CTR program through Community Transit, the existing contract must be renewed.

Attached is the “*Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs*,” which is an agreement between Community Transit and the Cities of Marysville, Arlington, Bothell, Edmonds, Lynnwood, Mukilteo, Monroe, and Mountlake Terrace. The only changes from the previous ILA are that Snohomish County is no longer party to this contract, and the last sentence on page 2, item 5 was amended to reflect the new contract end date of June 30, 2019.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor to sign the *Interlocal Agreement for Administering Commute Trip Reduction (CTR) Plans and Programs*.

COUNCIL ACTION:

Angela Gemmer

From: Stacey Gunnerson [Stacey.Gunnerson@commtrans.org]
Sent: Thursday, May 28, 2015 3:39 PM
To: Angela Gemmer
Subject: RE: Signatures due 6/15 - 2015-2019 CTR Interlocal Agreement
Attachments: CTR - 2015-2019 Interlocal Agreement.doc

Good afternoon Angela!

I apologize for the inconvenience but we had a minor change in the Interlocal Agreement. Please disregard my last email and pass on the new attached copy for signatures. Thanks so much,
Stacey

From: Stacey Gunnerson
Sent: Wednesday, May 13, 2015 7:32 AM
To: Angela Gemmer (agemmer@marysvillewa.gov)
Subject: Signatures due 6/15 - 2015-2019 CTR Interlocal Agreement
Importance: High

Good morning Angela!

I've attached the 2015-2019 CTR Interlocal Agreement for Administering Commute Trip Reduction Plans and Programs. The current agreement expires on 6/30/15.

The attached agreement is the same as the previous with updated dates. Please have two original copies signed by Mayor Nehring and return the hard copies to me as soon as possible to:

Community Transit
Attn: Stacey Gunnerson
7100 Hardeson Road
Everett, WA 98203

It is a pleasure working with you on the City of Marysville's CTR program. Please let me know if you have any questions.

Thank you,
Stacey

Stacey Gunnerson

Transportation Demand Management & Outreach Specialist
Community Transit
Phone & Fax: 425.348.2304
Stacey.Gunnerson@commtrans.org

**INTERLOCAL AGREEMENT FOR ADMINISTERING
COMMUTE TRIP REDUCTION (CTR) PLANS AND PROGRAMS**

This AGREEMENT, entered into by and between Snohomish County Public Transit Benefit Area (hereinafter referred to as **COMMUNITY TRANSIT**), and City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace, (hereinafter referred to as the **CITIES**), and hereinafter collectively referred to as the **PARTIES**, WITNESS THAT:

WHEREAS, RCW 70.94.527 requires counties containing urban growth areas and cities and towns with “major employers,” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, COMMUNITY TRANSIT worked in partnership with the CITIES to develop a common CTR plan and ordinance that has been adopted into law by the CITIES; and

WHEREAS, the PARTIES believe that it is more efficient and effective to implement the plans and programs in a common manner and to designate COMMUNITY TRANSIT as the lead agency responsible for coordinating the development and implementation of the CTR plans and programs for the CITIES; and

WHEREAS, the PARTIES agree that the CITIES will assist COMMUNITY TRANSIT through the enforcement of their respective CTR ordinances; and

WHEREAS, the CITIES have determined that the funds to support the CTR base plans and programs for the CITIES from the Washington State Department of Transportation (hereinafter referred to as WSDOT) will be provided to and managed by COMMUNITY TRANSIT to support the implementation and administration of the CTR plans and programs within the CITIES; and

WHEREAS, the CITIES determine that it is within the best interest of the public to enter into an interlocal agreement with COMMUNITY TRANSIT, whereby COMMUNITY TRANSIT will be the lead agency responsible for implementing and administering the CITIES' CTR plans and programs; and

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the PARTIES hereto agree as follows:

1. RECITALS: The recitals set forth above, constituting a basis of the agreement of the PARTIES, are incorporated herein by references as if fully set forth.
2. SERVICE PROVISIONS: THE PARTIES shall perform the services specified in the "STATEMENT of WORK" attached as Exhibit A, which is made a part of this AGREEMENT by this reference.
3. FUNDING: COMMUNITY TRANSIT shall receive all funds provided by the Washington State Department of Transportation (WSDOT) allocated for the CITIES to support the administration of the CTR base plans and programs.
4. CHANGE IN FUNDING: This AGREEMENT is contingent upon COMMUNITY TRANSIT's receipt of funds from the WSDOT. If the WSDOT funds for CTR are reduced or eliminated, the PARTIES shall review this AGREEMENT to determine the course of future CTR activities in Snohomish County and any amendments to this AGREEMENT that may be required.
5. AGREEMENT PERIOD: This AGREEMENT is effective for COMMUNITY TRANSIT and each individual PARTY as of the date signed by COMMUNITY TRANSIT and each individual PARTY regardless of the signatures of the other parties to the agreement. The term of this AGREEMENT shall be from the effective date until June 30, 2019.
6. TERMINATION: The CITIES and/or COMMUNITY TRANSIT may terminate this AGREEMENT by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by COMMUNITY TRANSIT, and not otherwise paid for by WSDOT prior to the effective date of such termination shall be paid as a pro rate portion of the applicable WSDOT allocation amount by WSDOT.
7. SEVERABILITY: One or more of the CITIES may withdraw from this AGREEMENT by providing written notice of such intent, specifying the effective date thereof, at least thirty (30) days prior to such date. Such a withdrawal shall not affect other terms or conditions of this AGREEMENT between the remaining PARTIES. To this end, a withdrawal by a City from this AGREEMENT is declared severable.
8. AGREEMENT MODIFICATIONS: Any party may request changes to this AGREEMENT. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment of this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto.

9. NONDISCRIMINATION: The PARTIES, in performance of this AGREEMENT, shall comply with all applicable local, state, and/or federal laws and ordinances, and agree that they shall not discriminate against any person who is paid, for work completed, by funds indicated in this AGREEMENT or against any applicant for such employment on the grounds of race, color, religion, national origin, age, veteran status, or the presence of any sensory, mental, or physical disability. The PARTIES shall make reasonable accommodations to the sensory, mental, or physical disabilities of applicants and employees throughout the personnel process. In determining the extent of reasonable accommodation, the following factors will be considered: the safe and efficient operation of the organization; feasible financial costs and expenses; and the overall type and size of the organization's operation.

10. INDEMNIFICATION:

A. COMMUNITY TRANSIT shall protect, hold harmless, indemnify, and defend, at its own expense, the CITIES and their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of Community Transit of this Agreement, including claims by the state, COMMUNITY TRANSIT's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the CITIES or their elected and appointed officials, officers, employees or agents.

The CITIES shall protect, hold harmless, indemnify, and defend, at their own expense, COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of the indemnifying party, City of this Agreement, including claims by the state, the CITIES' employees or third parties, except for those damages solely caused by the negligence or willful misconduct of COMMUNITY TRANSIT, its elected and appointed officials, officers, employees or agents.

B. It is understood and agreed that this AGREEMENT is solely for the benefit of the PARTIES hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

C. This indemnification clause shall also apply to any and all causes of action arising out of performance of work activities under this AGREEMENT. Each contract for services or activities utilizing funds provided in whole or in part by this AGREEMENT shall include a provision that the PARTIES are not liable for damages or claims for damages arising from any subcontractor's performance or activities under the terms of the contracts.

IN WITNESS WHEREOF, City of Arlington, City of Bothell, City of Edmonds, City of Lynnwood, City of Marysville, City of Mukilteo, City of Monroe, City of Mountlake Terrace and Community Transit have executed this AGREEMENT as of the date and year written below.

COMMUNITY TRANSIT

CITY OF ARLINGTON

Authorized Signature
Emmett Heath
Chief Executive Officer

Authorized Signature
Barbara Tolbert
Mayor

Date

Date

CITY OF BOTHELL

CITY OF EDMONDS

Authorized Signature
Robert Stowe
City Manager

Authorized Signature
David Earling
Mayor

Date

Date

CITY OF LYNNWOOD

CITY OF MARYSVILLE

Authorized Signature
Nicola Smith
Mayor

Authorized Signature
Jon Nehring
Mayor

Date

Date

CITY OF MONROE

Authorized Signature
Geoffrey Thomas
Mayor

Date

CITY OF MOUNTLAKE TERRACE

Authorized Signature
Jerry Smith
Mayor

Date

CITY OF MUKILTEO

Authorized Signature
Jennifer Gregerson
Mayor

Date

EXHIBIT "A"

Statement of Work

ADMINISTERING COMMUTE TRIP REDUCTION PLANS

1. INTRODUCTION

The Cities of Arlington, Bothell, Edmonds, Lynnwood, Marysville, Mukilteo, Monroe and Mountlake Terrace (CITIES) have all adopted a similar CTR ordinance.

This STATEMENT OF WORK is incorporated into the Interlocal Agreement titled "**INTERLOCAL AGREEMENT FOR ADMINISTERING COMMUTE TRIP REDUCTION (CTR) PLANS**" and outlines the tasks and responsibilities for each of the PARTIES.

COMMUNITY TRANSIT TASKS

2. GENERAL TASKS

- 2.1 Maintain and administer the CITIES' CTR Plans and programs according to the provisions of RCW 70.94.521-551.
- 2.2 Provide Washington State Department of Transit (WSDOT) with a public hearing notice and copies of any proposed amendments to the CITIES' CTR ordinance, plan, and/or administrative guidelines within the first week of the public review period, and final copies of such action within one (1) month of adoption.
- 2.3 Establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this AGREEMENT. To facilitate the administration of the work described in this AGREEMENT, separate accounts shall be established and maintained within COMMUNITY TRANSIT'S existing accounting system or set up independently. Such accounts are referred to herein collectively as the "CTR Account". All costs charged to the CTR Account, including any approved services contributed by the CITIES shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or products evidencing in proper detail the nature and propriety of the charges.

3. SERVICES PROVIDED TO EMPLOYERS

Provide affected employers with access to information and services, which will enable them to plan, implement, and manage Commute Trip Reduction (CTR) programs in a way that implements the CITIES' CTR plans and ordinances and meets individual employer goals.

- 3.1 Organize the content and format of a comprehensive CTR educational program for employers and jurisdictions.
- 3.2 Ensure that the comprehensive CTR educational program in Snohomish County is consistent with that developed by the Washington State Technical Assistance Team.
- 3.3 Each of the CITY ordinances requires employers to appoint an Employee Transportation Coordinator (ETC) who will coordinate the CTR program at that employment site. Personalized assistance to and on-site presentations will be provided to ETCs, managers and employees.
- 3.4 Offer free to affected employers complete ETC training at least once every six months with priority given to designated ETCs.
- 3.5 Provide opportunities for ETCs to network with the ETCs of other affected employers.
- 3.6 Continue to provide outreach assistance to affected employers, new affected employers, and potential affected employers.
- 3.7 Provide information and technical assistance to affected employers in preparing and revising individual trip reduction programs. Explain legal requirements and assist with initial survey and plan development.
- 3.8 Work with CITIES to develop new transportation demand management (TDM) programs to implement CTR Plans such as Telework, Alternative Work Hours, Subsidy/Incentives, and Parking Management.
- 3.9 Coordinate and facilitate employer networking, employer peer reinforcement and employer recognition programs.
- 3.10 Produce two annual rideshare campaigns and distribute campaign materials.
- 3.11 Plan, promote and implement employer transportation events, including customized worksite carpool and vanpool events, and provide event prizes.
- 3.12 Design and distribute CTR marketing materials, including new employee orientation materials, which employers may use or copy to implement, promote and manage CTR programs.
- 3.13 Provide employers with access to information, materials and programs that will enable them to adequately promote CTR programs. Produce customized marketing materials for employees upon request.

- 3.14 Be available to attend at least one rideshare fair or employer promotion per year for each affected employer. Encourage employers to work together and hold joint events.
- 3.15 Support CTR programs by offering supplemental services including a regional ride matching program, vanpool program and Guaranteed Ride Home program.
- 3.16 Take the lead in coordinating the survey process for employers. Provide survey workshops to employers during measurement years. Distribute and collect the state “CTR Employee Questionnaires” (survey forms). Work with the appropriate agencies to coordinate the processing of the employer surveys. Ensure that employers timely receive their survey results. Offer survey follow-up meetings to all employers. Return processed surveys to employers.
- 3.17 Send or deliver employer surveys for processing as instructed by WSDOT. Prior to sending or delivering any surveys, notify WSDOT of the name of the worksite(s) and the employer identification code(s) for any surveys being submitted for processing. The notification should be submitted via electronic mail, fax, or U.S. Postal Services.

4. ANNUAL EMPLOYER REPORTING & PROGRAM REVIEW

- 4.1 Notification of Newly Affected Sites as defined by CITY ordinance
 - 4.1.1 Identify list of potential new sites and contact person and send notification inquiry to determine if affected.
 - 4.1.2 Confirm status and secure state ID code.
 - 4.1.3 Create timeline and legal file.
- 4.2 Site Analysis and Program Review
 - 4.2.1 Notify affected employers when quarterly and/or annual program reports are due and provide affected employers with limited direct assistance in preparing written program submissions.
 - 4.2.2 Review program reports for completeness for new sites and for sites that made progress toward goal.
 - 4.2.3 For sites that didn’t make progress, review survey results and recent program data and evaluate the potential for progress toward single occupant vehicle (SOV)/vehicle miles traveled (VMT) reduction.
 - 4.2.4 Make recommendations to CITIES for program improvements for sites that did not make progress.
 - 4.2.5 Generate approval/non-approval letter for CITIES signature.
 - 4.2.6 Follow up with employers whose programs have not been approved and assist in modifying CTR program.

- 4.3 Exemptions & Modification
 - 4.3.1 Receive employer requests for exemptions or modifications and send copy of request to CITIES.
 - 4.3.2 Copy request to WSDOT for comment.
 - 4.3.3 Review and analyze request and provide comments to CITIES; CITIES reviews analysis and provides directions to COMMUNITY TRANSIT.
 - 4.3.4 Generate and send response if directed so by CITIES.
- 4.4 Records Maintenance
 - 4.4.1 Maintain database and master file records on all affected worksites.
 - 4.4.2 Provide WSDOT with electronic or hard copy of each employer program report approved within the quarter.

5. COORDINATION

- 5.1 Serve as a liaison between WSDOT and the CITIES for the purposes of RCW 70.94.521-551.
- 5.2. Coordinate CTR outreach and marketing efforts with the CITIES and other transit agencies (including Metro CTR and Metro Rideshare) in order to create a comprehensive CTR program.
- 5.3 Collaborate directly with the CTR planning coordinators from the CITIES in working with affected employers to facilitate the timely development, submission, implementation, and revision of affected employer programs.
- 5.4 Coordinate and facilitate CTR coordinator's group meetings consisting of the CTR planning coordinators from CITIES as needed. This group functions as an information, coordination, and collaboration group for CTR activities.
- 5.5 Attend jurisdiction and regional meetings representing CITIES' issues.
- 5.6 Work with CITIES to develop and fund new TDM programs to implement CTR Plans such as Telework, Alternative Work Hours, Subsidy/Incentives, and Parking Management.
- 5.7 Help jurisdictions monitor the progress of affected employers after CTR programs are implemented.
- 5.8 Meet at least annually with the each CITY to discuss employer CTR programs in each jurisdiction.

6. REPORTING

- 6.1 With an invoice voucher, submit to WSDOT quarterly progress reports in a format approved by WSDOT, that adequately and accurately assess the progress made by the CITIES in implementing RCW 70.94.521-551. These quarterly reports shall be submitted within forty-five (45) days of the end of each quarter for the first seven (7) quarters and within fifteen (15) days of the end of the final quarter.
- 6.2 Provide at least quarterly to WSDOT, updated employer information in the electronic format provided by WSDOT to satisfy the jurisdictions' reporting requirement.
- 6.3 Provide the CITIES with quarterly progress reports including narrative summary of tasks performed.

CITIES TASKS

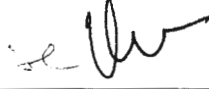
7. GENERAL TASKS

- 7.1 Provide COMMUNITY TRANSIT with copies of any proposed amendments to the CTR Plan and Ordinance.
- 7.2 Notify COMMUNITY TRANSIT of potential CTR-affected sites. Send notification letter to new sites. COMMUNITY TRANSIT will generate letter for CITIES signature.
- 7.3 Review business license procedure for ways that the CITIES can more effectively and efficiently provide Community Transit with information on potential newly affected employers.
- 7.4 Attend CTR coordinator group meetings when scheduled.
- 7.5 Meet with COMMUNITY TRANSIT at least annually to discuss employer CTR programs.
- 7.6 Sign annual employer report approval/disapproval letters.
- 7.7 Attend mediation meetings with employers during program review process if necessary.
- 7.8 Review employer exemption/modification requests from analysis submitted by COMMUNITY TRANSIT. Provide direction to COMMUNITY TRANSIT draft response to employer (if desired by CITIES).
- 7.9 Report to COMMUNITY TRANSIT, at least annually, all activities made to implement the CTR Plan or Ordinance with an estimation of costs.

Index #9

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 06/22/15

| | |
|---|--|
| AGENDA ITEM: PSA Supplement No. 2, BNSF Railroad Separation Study | |
| PREPARED BY: John A. Cowling | DIRECTOR APPROVAL:  |
| DEPARTMENT: Public Works - Engineering | |
| ATTACHMENTS: PSA Supplement | |
| BUDGET CODE: | AMOUNT: \$0.00 |
| SUMMARY: | |

On June 23, 2014, the City entered into a Professional Services Agreement with BergerABAM Engineers – to provide the City with comprehensive feasibility study of grade separation possibilities with the City’s surface streets and the BNSF railroad mainline. Earlier this year council authorized Supplement No. 1, a no-cost time extension, to finalize the study. Since that time it has been determined that additional analysis of the intersection of State Ave. and 88th St. NE would be prudent.

The attached Supplement No. 2 provides for a no-cost time extension of the agreement end date to December 31, 2015 to complete this work.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the enclosed Supplement No. 2 to the City’s Professional Services Agreement with BergerABAM, extending the agreement end date to December 31, 2015

**SUPPLEMENTAL AGREEMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF MARYSVILLE**

This Supplemental Agreement No. 2 is made and entered into on the ___ day of _____, 2015, between the City of Marysville, hereinafter called the "City" and **BergerABAM**, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for **City of Marysville BNSF Railroad Grade Separation Study**, hereinafter called the "Project," said Agreement being dated June 23, 2014; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for a **no cost time extension** for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated June 23, 2014, shall remain in full force and effect, except as modified in the following sections:

1. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight **December 31, 2015**.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year first above written.

CITY OF MARYSVILLE

BergerABAM

By: _____
Mayor

By: 
Its VICE PRESIDENT

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:


City Attorney

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/22/15

| | |
|--|--|
| AGENDA ITEM: Intergovernmental Cooperative Purchasing Agreement with City of Redmond | |
| PREPARED BY: Sandy Langdon, Finance Director/City Clerk | DIRECTOR APPROVAL:  |
| DEPARTMENT: Finance | |
| ATTACHMENTS: Intergovernmental Cooperative Purchasing Agreement | |
| BUDGET CODE: | AMOUNT: |
| SUMMARY: | |

RCW Chapter 39.34 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

Staff would like to enter into an intergovernmental purchasing agreement with the City of Redmond to gain efficiencies in the bidding and purchasing processes. The City of Redmond is currently one of the City’s comparable entities.

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| RECOMMENDED ACTION: Staff recommends the Council consider authorizing the Mayor to sign the Intergovernmental Cooperative Purchasing Agreement with the City of Redmond |
|---|

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

In accordance with RCW Chapter 39.34 and to all other applicable laws, the City of Marysville and the City of Redmond, hereby agree to cooperative governmental purchasing agreement for various supplies, materials, equipment and services, using competitively awarded contracts. The following terms and conditions shall apply:

1. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and suppliers.
2. Each agency is responsible for compliance with any additional or varying laws and regulations regarding purchases.
3. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the supplier(s).
4. The originating contracting agency does not accept responsibility or liability for the performance of any supplier used by the purchasing agency as a result of this agreement.
5. Each agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement.
6. Each agency reserves the right to exclude the other from any particular purchasing contract, with or without notice to the other party.
7. This Agreement shall remain in force until cancelled by either party, which cancellation may be effected by ten (10) days written notice to the other party.
8. This agreement covers all City contracts.

Accepted for the City of Redmond:

Accepted for the City of Marysville

By: _____

By: _____

Name: _____

Name: Jon Nehring

Title: _____

Title: Mayor


Date: _____

Date: _____

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EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 6/22/15

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|--|--|
| AGENDA ITEM: Interlocal Cooperative Purchasing Agreement with City of Kirkland | |
| PREPARED BY: Sandy Langdon, Finance Director/City Clerk | DIRECTOR APPROVAL:  |
| DEPARTMENT: Finance | |
| ATTACHMENTS: Interlocal Cooperative Purchasing Agreement | |
| BUDGET CODE: | AMOUNT: |
| SUMMARY: | |

RCW Chapter 39.34 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

Staff would like to enter into an intergovernmental purchasing agreement with the City of Kirkland to gain efficiencies in the bidding and purchasing processes. The City of Kirkland is currently one of the City's comparable entities.

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| RECOMMENDED ACTION: Staff recommends the Council consider authorizing the Mayor to sign the Interlocal Cooperative Purchasing Agreement with the City of Kirkland. |
|--|

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is between CITY of MARYSVILLE, a Washington State political subdivision, and the CITY of KIRKLAND, a municipal corporation of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and to dispose of property where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contract where a price is extended by either party's bidder to other governmental agencies.
2. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement.
3. SCOPE: This agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract.
 - C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.
4. DURATION AGREEMENT – TERMINATION: This agreement shall remain in force until canceled by either party in writing.
5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED: Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. COMPLIANCE WITH LEGAL REQUIREMENTS: Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
7. FINANCING: The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.

- 8. FILING; Executed copies of this agreement shall be filed or posted on a website as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
- 9. INTERLOCAL COOPERATION DISCLOSURE: Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
- 10. NON-DELEGATION/NON-ASSIGNMENT. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
- 11. HOLD-HARMLESS: Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.
- 12. SEVERABILITY: Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or enforceability, without involving the remaining provisions or affecting the validity or enforcement of such provisions.

CITY OF MARYSVILLE

CITY OF KIRKLAND

By: _____
Jon Nehring, Mayor

By: _____
Kurt Triplett, City Manager

Approved as to form:

Approved as to form:

By: _____
Marysville City Attorney

By: _____
Kirkland City Attorney

ATTEST:

ATTEST:

City Clerk

City Clerk

DATE _____

DATE _____

Index #12

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 22, 2015

| | | |
|---|------------------------|-----|
| AGENDA ITEM: Agreement for Contracted Inmate Housing with South Correctional Entity (SCORE) | AGENDA SECTION: | |
| PREPARED BY: Wendy Wade, Support Services Commander | AGENDA NUMBER: | |
| ATTACHMENTS: Agreement for Inmate Housing Contract--2015 | APPROVED BY: | |
| | MAYOR | CAO |
| BUDGET CODE: | AMOUNT: | |

This agreement is to contract for 5 guaranteed beds for inmate housing with South Correctional Entity (SCORE). The current Emergency Agreement expired on January 1, 2015. This agreement will expire on December 31, 2017.

Under the Emergency Contract the City of Marysville is paying \$145 per bed space. With this contract the City will be paying \$97 per bed space for 5 beds. Over the last 18 months, the Jail averaged 5.5 beds per day at SCORE.

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| RECOMMENDED ACTION: Staff recommends that council authorize the Mayor to sign the SCORE agreement for jail services. |
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| COUNCIL ACTION: |
|------------------------|

AGREEMENT FOR INMATE HOUSING -- 2015

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and City of Marysville, a municipal corporation organized under the laws of the State of Washington (hereinafter the "City," and together with SCORE, the "Parties" or individually "Party").

This Agreement is made in accordance with chapters 39.34.080, 39.34.180, and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE's correctional facility.

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City for the period of July 1, 2015, through December 31, 2017.

2. Definitions.

Business Day – Monday through Friday excluding SCORE observed holidays.

Committing Court – the court that issued the order or sentence that established the City's custody of a City Inmate.

Credit for Time Served – credit authorized by the sentencing court against the number of days to be served in confinement.

Detainer – a legal order authorizing or commanding another agency a right to take custody of a person.

City Inmate – a person subject to City custody who is transferred to SCORE's custody under this Agreement.

Good Time – Time earned by Inmates for good behavior while in custody. Good Time will be awarded at the conclusion of an Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151

Inmate – persons transferred to SCORE's custody to be housed at the SCORE Facility, which shall include City Inmates.

Member City – shall have the meaning set forth in the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 among the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila, Washington, as amended from time to time.

SCORE Facility – the correctional facility operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Specialty Housing – Inmates classified and held within specialty populations, either in medical or mental health housing, or other Specialty Housing such as administrative segregation.

3. General Provisions. SCORE shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates

pursuant to SCORE policies and procedures and in the same manner as it provides housing, care and custody to other Inmates.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return City Inmate. To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City if the City Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide notice to the City at least one business day prior to transport if a City Inmate is being returned to the City. The cost of transport shall be paid by the City.

5. Inmate Transport. The City is responsible for the transportation of City Inmates to the SCORE Facility, including costs associated therewith. SCORE will provide transportation upon release to either the closest Member City of arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release.

6. Inmate Medical Records. Should a City Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, the City shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if City Inmates meet conditions identified in **Attachment A – Medical Acceptability**. If the City cannot provide such records, SCORE, in its sole discretion, may refuse to accept a City Inmate.

7. Inmate Property. SCORE shall accept City Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for City Inmate property actually delivered into SCORE's possession. SCORE shall hold and handle each City Inmate's personal property pursuant to SCORE policies and procedures and in the same manner it holds and handles property of other Inmates. In the event a City Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to process the City Inmate's property not delivered and accepted into SCORE's possession. When returning City Inmates to the City, SCORE shall transport City Inmate property according to the provisions of **Attachment B – Property**, and it shall be the responsibility of SCORE to process any of the City Inmate's property not transported with the City Inmate.

8. Booking. City Inmates shall be booked pursuant to SCORE's booking policies and procedures.

Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the City Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

9. Classification. City Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The City shall provide information regarding each City Inmate as specified in **Attachment C – Classification**.

10. Housing. City Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE.

11. Inmate Work Programs. SCORE may assign City Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's policies and procedures and within the sole discretion and judgment of SCORE.

12. Health Care. SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

City Inmates shall be responsible for co-payment for health services according to SCORE policy. The City shall not be responsible to SCORE for City Inmate co-payments. No City Inmate shall be denied necessary health care because of an inability to pay for health services.

SCORE shall notify the City's designee(s) via electronic means, including e-mail or fax, at the notice address identified in this Agreement if a City Inmate requires medical, mental health, dental, or other medical services at an outside medical or health care facility. The City shall be responsible to promptly notify SCORE of any changes in its designee(s).

SCORE shall notify the City within a reasonable time period before the City Inmate receives medical, mental health, dental or any other medical services outside of the SCORE Facility. The City acknowledges that such notice may not be reasonably possible prior to emergency care.

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for City Inmates outside of the SCORE Facility. Pharmaceuticals prescribed for the treatment of Hepatitis, HIV, and biologics are not covered within the daily rate. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services for an additional charge if staff is available.

Outside medical expenses for City Inmates housed on behalf of more than one jurisdiction shall be the sole responsibility of the City, which will be solely responsible to recoup these expenses from other jurisdictions.

13. Inmate Discipline. SCORE shall discipline City Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from the SCORE Facility. Except for work programs or health care, and during emergencies, City Inmates shall not be removed from the SCORE Facility without written authorization from the City or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the City Inmate's emergency removal, SCORE shall notify the City by electronic means, including e-mail or fax, as soon as reasonably possible. No early release or alternative to incarceration, home detention, or

work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. SCORE shall provide reasonable scheduled visitation for attorneys, spouses, family and friends of City Inmates. Inmate visitation by friends and family may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video access is available at the SCORE facility. Off-site professional visits (legal and religious) will be provided without additional costs to the City.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to City Inmates to communicate with their legal counsel. City will provide to SCORE any numbers inmates should use to reach legal counsel.

17. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each City Inmate. SCORE shall ensure family members and others have a reasonable process to add funds to a City Inmate's account. Upon returning custody of a City Inmate to the City, SCORE shall transfer the balance of that City Inmate's account that is not subject to charges, to the City Inmate or to the City in the form of cash, check, debit card or other agreed upon methods in the name of the City Inmate.

In the event that SCORE contracts with a company/business that furnishes technology for wireless inmate account crediting, the City may allow SCORE (or SCORE's contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits arising from such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Warrants/Other Court Orders/Detainers.**

19. Releases. Inmates will be released in accordance with **Attachment F – Inmate Release.**

SCORE shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Jail Sentence Calculations. SCORE will award Good Time credits for Inmates in custody in accordance with state law and any policies adopted by SCORE. City is responsible to notify SCORE of any credit days awarded for time served by use of court commitment forms.

21. Release of Holds and Court Appearances. If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar (\$25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

22. Escape. If a City Inmate escapes SCORE's custody, SCORE shall notify the City as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped City Inmates.

23. Death. If a City Inmate dies while in SCORE custody, SCORE shall notify the City as soon as reasonably possible. The King County Medical Examiner shall assume custody of the City Inmate's body. Unless another agency becomes responsible for investigation,

SCORE's Member Cities shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

The City shall provide SCORE with written instructions regarding the disposition of the City Inmate's body. The City shall pay for all reasonable expenses for the preparation and shipment of the body. The City may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associated with this request.

24. Reporting Requirements. SCORE will work with the City to provide access to jail management systems that provide statistical information about Inmates. Other reports may be available within standard workload limitations.

25. City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the City may interview City Inmates and review City Inmates' records. The City shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless City is properly authorized to do so by the Inmate or the other jurisdiction.

26. Technology. SCORE and the City may each permit the other continuous access to its computer database regarding all City Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of SCORE.

27. Bed Rate. In consideration of SCORE's commitment to house City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

Guaranteed Bed Rate: \$97

The City hereby selects to guarantee 5 beds.

All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

28. Specialty Housing Surcharge. Should the City have Inmates that are in speciality housing for more than 24 hours, SCORE may charge and a housing surcharge of \$50 for each and every calendar day.

29. Billing and Payment. SCORE shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service.

SCORE shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of one percent per month until payment is received.

The Daily Rate for City Inmates housed on charges from multiple agencies will be divided equally among those agencies.

30. Billing and Dispute Resolution. Withholding of any amount billed or alleging that any Party is in violation of any provision of this Agreement shall constitute a dispute, which shall first attempt to be resolved as follows, and as a mandatory predicate to termination as provided in Section 36.C:

For billing and other disputes:

A. City must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges.

B. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes.

C. For both billing and other types of disputes, SCORE and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the City must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

31. Operations Board Representatives. In accordance with the SCORE Interlocal Agreement, Section 6, Subsection A, membership of the Operations Board will include two (2) at-large members selected, by majority vote, of the contract agencies to represent the contract agencies. At the time set for election of the at-large members, only the representatives of the contract agencies, then in attendance, will participate in the election of at-large members. The at-large members shall serve one-year terms, unless otherwise determined by the majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

32. Duration of Agreement. The duration of this Agreement shall be from July 1, 2015, at 12:00 A.M. and shall end at 11:59 P.M., on December 31, 2017 unless otherwise terminated in accordance with Section 35 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the City.

33. Independent Contractor. In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

34. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and SCORE in connection with or incidental to the performance or non-performance of the City's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

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

35. Insurance. SCORE and the City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

36. Termination.

A. **Mutual Agreement:** This Agreement may be terminated by mutual written consent between SCORE and the City with 90 days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. **Imperiling Conditions:** The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the City's Inmates ("Imperiling Conditions"); 2) the City has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 days after SCORE receives the City's notice. Termination pursuant to this section 34(B) shall be effective if and when: 1) after at least 45 days, SCORE has not cured the Imperiling Condition(s);

and 2) the City has removed its Inmates; and 3) the City has given SCORE formal written notice of final termination pursuant to this Section 36.B.

C. **Material Breach:** Subject to compliance with Section 30 above, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 90 days, unless the parties agree in writing to a longer cure period.

- 37. Real or Personal Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
- 38. Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.
- 39. Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by SCORE to any other person or entity without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of SCORE stated herein.
- 40. Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- 41. Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
- 42. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County.
- 43. Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the authorized signatory(ies) and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed pursuant to RCW 39.34.040.
- 44. General Provisions.** Unless otherwise agreed in writing executed by both parties, on and after July 1, 2015, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and SCORE under which SCORE houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

This Agreement may be executed in any number of counterparts.

45. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CONTRACT AGENCY:

TO SCORE: Executive Director
 20817 17th Avenue South
 Des Moines, Washington 98198
 Phone: (206) 257-6200
 Fax: (206) 257-6310

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

| SIGNATURE BLOCKS | |
|-------------------------|---------------------------|
| Agency: _____ | South Correctional Entity |
| By: _____ | By: _____ |
| Printed: _____ | Printed: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

ATTACHMENT A
MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

ATTACHEMENT B
PROPERTY

SCORE will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc.) shall be attached to the outside of the property bag.
4. SCORE will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocket knives).
 - d) Liquids.
 - e) Helmets or any kind.
 - f) Any items that will not fit into the property bag.
 - g) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the City according to these criteria.

ATTACHMENT C
CLASSIFICATION

The City shall supply SCORE with the following Classification related information, if known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

ATTACHMENT D
BORROWING

One contracting agency may “borrow” another contracting agency’s Inmate as follows:

1. If a contracting agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE’s facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

ATTACHMENT E**WARRANTS/OTHER COURT ORDERS/DETAINERS**

The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a City Inmate, the Booking Officers shall review all paperwork provided by the City for all grounds to hold the Inmate.
2. Prior to releasing a City Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the City, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. SCORE will not accept ICE detainers for the purpose of holding inmates in custody.

ATTACHMENT F**INMATE RELEASE**

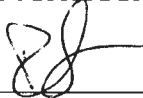
SCORE personnel will release City Inmates as follows:

1. To the City for return to the Inmate's residence or closest Member City of arrest.
2. City Inmates for whom bail is posted, or who otherwise have a right to be released may:
 - a) Choose to remain in custody, by signing written waiver, and return to City by the regularly scheduled transport.
 - b) Be released to a family member or friend with confirmed transportation.
 - c) Be released via private taxi.

Index #13

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 06/22/15

| | |
|--|--|
| AGENDA ITEM: Interlocal Agreement w/ Snohomish Regional Drug & Gang Task Force | |
| PREPARED BY: Chief Richard Smith | DIRECTOR APPROVAL:  |
| DEPARTMENT: Police | |
| ATTACHMENTS: Interlocal Agreement | |
| BUDGET CODE: 00103 426.551000 | AMOUNT: \$16,528.00 |
| SUMMARY: | |

Marysville Police Department request Council approval of the annual renewal of the Interlocal Agreement with the Snohomish Regional Drug & Gang Task Force and authorize Mayor Jon Nehring to sign the Agreement. The cost of the Agreement is based on the population of the city of Marysville and the ratio of population within Snohomish County. The cost this year is \$16,528. This is an increase of \$458.00.

| |
|--|
| <p>RECOMMENDED ACTION: Staff recommends that Marysville City Council authorize the Mayor to sign the Interlocal with the Snohomish Regional Drug & Gang Task Force for 7/1/15 – 6/30/16.</p> |
|--|

**INTERLOCAL AGREEMENT ESTABLISHING
SNOHOMISH REGIONAL DRUG & GANG TASK FORCE**

This Interlocal Agreement Establishing the Snohomish Regional Drug & Gang Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

| | |
|--------------------------|---------------------------------|
| City of Arlington | City of Mill Creek |
| City of Bothell | City of Monroe |
| City of Brier | City of Mountlake Terrace |
| City of Darrington | City of Mukilteo |
| City of Edmonds | City of Snohomish |
| City of Everett | City of Stanwood |
| City of Gold Bar | City of Sultan |
| City of Granite Falls | DSHS, Child Protective Services |
| City of Index | Washington State Patrol |
| City of Lake Stevens | Snohomish Health District |
| City of Lake Forest Park | |
| City of Lynnwood | |
| City of Marysville | |

WITNESSES THAT:

WHEREAS, the State of Washington Department of Commerce (hereinafter "Commerce"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

WHEREAS, eligible applicants include cities, counties and Indian tribes; and

WHEREAS, chapter 39.34 RCW permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Snohomish County and Commerce have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County will use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to Commerce on or before July 1, 2013, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

WHEREAS, the Participating Jurisdictions recognize the above-mentioned Grant Contract between Commerce and Snohomish County; and

WHEREAS, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

WHEREAS, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

WHEREAS, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force"), was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2014, through June 30, 2015. This Agreement shall serve to continue the operation of the Task Force.
- 1.2 The term of this Agreement shall be from July 1, 2015, through June 30, 2016, unless earlier terminated or modified as provided in this Agreement.
- 1.3 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend that this Agreement create a separate legal entity subject to suit.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between Commerce and Snohomish County. Therefore each Participating Jurisdiction adopts the following Task Force goals:
 - Reduce the number of drug traffickers and gang members in the communities of Snohomish County through the professional investigation, apprehension and conviction.
 - Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.

- Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
 - To address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.5 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this Agreement.
- 1.6 The Task Force will implement operations, including:
- a. Development of intelligence
 - b. Target identification
 - c. Investigation
 - d. Arrest of Suspects
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to Commerce as required in the Grant Contract.

2.0 ORGANIZATION

- 2.1 Exhibit "D", incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Attorney, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same

- rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on a majority vote.
- 2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.
- 2.5 Participating Jurisdiction Employees: Personnel assigned to the Task Force by Participating Jurisdiction shall be considered employees of that Participating Jurisdiction. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

3.0 FINANCING

- 3.1 Exhibit "B", incorporated herein by reference, sets forth the estimated Task Force Grant Contract budget. Participating Jurisdictions agree to provide funds that in the aggregate will allow for at least a one-third match of the funds awarded under the Grant Contract ("Local Match").
- 3.2 Exhibit "C", incorporated herein by reference, sets forth the Local Match breakdown for the period from July 1, 2015, to June 30, 2016. Although State and/or Federal Grant funds may vary from the amount initially requested, each

Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit "C", and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.

- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent contribution to the Local Match indicated in Exhibit "C".

4.0 GENERAL ADMINISTRATION

- 4.1 Snohomish County agrees to provide Commerce with the necessary documentation to receive grant funds.
- 4.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and

resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this Agreement.

- 4.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this Agreement.

5.0 ASSET FORFEITURE

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with law and Task Force procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies

commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term "net monetary proceeds" means cash proceeds realized from property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord's claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The Task Force may retain funds in an amount up to \$250,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

- 5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force's interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

6.0 ACQUISITION AND USE OF EQUIPMENT

- 6.1 For purposes of this Agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to: materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 6.2 In the event that any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes as directed by the Task Force Commander.
- 6.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 6.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

7.0 MODIFICATION

Participating Jurisdictions hereto reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this Agreement.

8.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

9.0 TERMINATION OF AGREEMENT

- 9.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the agreement as it pertains to it by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force, and shall be entitled to distributions under section 5.3 of this Agreement with respect to asset forfeitures initiated before the effective date of withdrawal.
- 9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement, or may reduce its scope of work and budget.

10.0 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend

any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

11.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

12.0 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once filed as specified in section 15.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

14.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

15.0 POSTING/RECORDING

This Agreement will be filed with the Snohomish County Auditor or posted on the County's or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this Agreement.

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

Judith M. Downy 5/21/15
Deputy Prosecuting Attorney

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

Personnel Assigned by Jurisdiction
July 1, 2015 through June 30, 2016

EVERETT POLICE DEPARTMENT

1 Lieutenant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Support Personnel

FUNDING

Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD

VACANT

ARLINGTON POLICE DEPARTMENT

1 Detective - K9

FUNDING

Arlington PD

MARYSVILLE POLICE DEPARTMENT

1 Detective

FUNDING

Marysville PD

VACANT

BOTHELL POLICE DEPARTMENT

1 Detective

FUNDING

Bothell PD

VACANT

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander
1 Lieutenant
1 Sergeant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Information Deputy
1 K9 Detective
1 Reserve Deputy
1 Support Staff

FUNDING

Justice Assistance Grant
Snohomish County Sheriff
Justice Assistance Grant
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff

VACANT

SNOHOMISH HEALTH DISTRICT

1 Local Health Officer

FUNDING

Snohomish Health District

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor

1 Support Staff

1 Deputy Prosecutor

FUNDING

Justice Assistance Grant

VACANT

Snohomish County Prosecutor

Snohomish County Prosecutor

STATE OF WASHINGTON

1 Detective

1 Case Worker

1 Agent

FUNDING

Washington State Patrol

DSHS, Child Protective Services

Department of Corrections

WA STATE GAMBLING COMMISSION

1 Agent

FUNDING

Washington State

NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

1 Agent

FUNDING

ATF

*VACANT*DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency

*VACANT*INTERNAL REVENUE SERVICE

1 Agent

FUNDING

Internal Revenue Service

IMMIGRATION AND CUSTOMS ENFORCEMENT

1 Agent

FUNDING

Immigration And Customs Enforcement

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

FUNDING

NCIS

*VACANT*FEDERAL BUREAU OF INVESTIGATIONS

1 Agent

FUNDING

FBI

EXHIBIT B**Snohomish Regional Drug & Gang Task Force**

Byrne/JAG Grant Estimated Operating Budget for July 1, 2015 through June 30, 2016

| | <u>FEDERAL FUNDS</u> | <u>LOCAL MATCH</u> | <u>TOTAL</u> |
|---------------------|--------------------------|------------------------|------------------|
| Salaries | 122,000 | 145,894 | 267,894 |
| Benefits | 23,000 | 49,410 | 72,410 |
| Contracted Services | 0 | 0 | 0 |
| Goods and Services | 0 | 0 | 0 |
| Travel | 0 | 0 | 0 |
| Training | 0 | 0 | 0 |
| Equipment | 0 | 0 | 0 |
| Confidential Funds | 0 | 0 | 0 |
| TOTALS | \$145,000 | \$195,304 | \$340,304 |

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT C

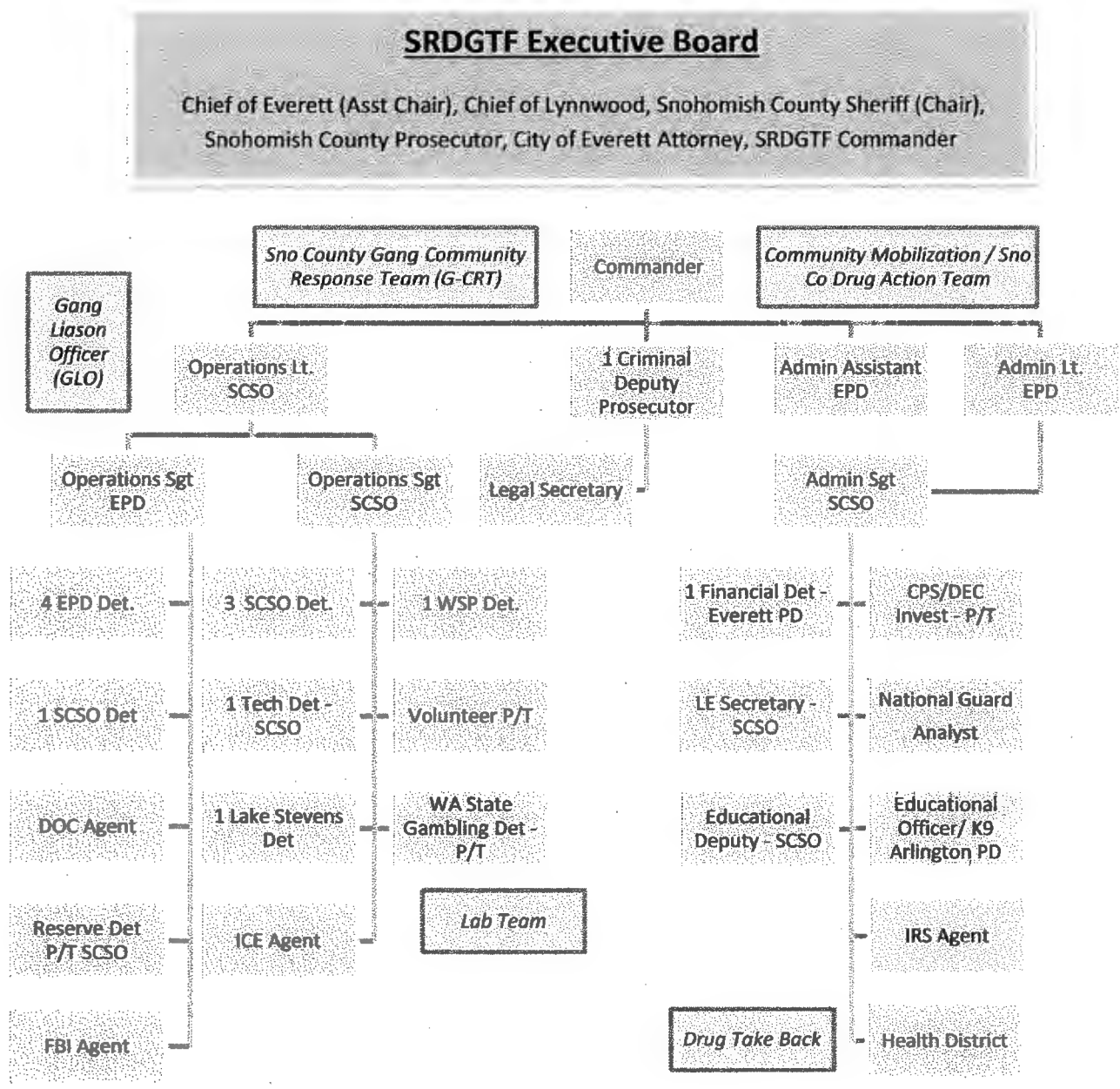
Snohomish Regional Drug & Gang Task Force

Local Match Breakdowns for July 1, 2015 through June 30, 2016

| JURISDICTION | POPULATION | PERCENTAGE | AMOUNT |
|---|------------|------------|-------------------|
| Arlington | 18,360 | 2.48% | \$ 4,848 |
| Bothell | 17,020 | 2.30% | \$ 4,494 |
| Brier | 6,345 | 0.86% | \$ 1,675 |
| Darrington | 1,350 | 0.18% | \$ 356 |
| Edmonds | 39,950 | 5.39% | \$ 10,548 |
| Everett | 104,900 | 14.16% | \$ 27,697 |
| Gold Bar | 2,085 | 0.28% | \$ 551 |
| Granite Falls | 3,390 | 0.46% | \$ 895 |
| Index | 180 | 0.02% | \$ 48 |
| Lake Stevens | 29,170 | 3.94% | \$ 7,702 |
| Lake Forest Park | - | - | \$ - |
| Lynnwood | 36,030 | 4.86% | \$ 9,513 |
| Marysville | 62,600 | 8.45% | \$ 16,528 |
| Mill Creek | 18,780 | 2.53% | \$ 4,959 |
| Monroe | 17,660 | 2.38% | \$ 4,663 |
| Mountlake Terrace | 20,530 | 2.77% | \$ 5,421 |
| Mukilteo | 20,540 | 2.77% | \$ 5,423 |
| Snohomish | 9,270 | 1.25% | \$ 2,448 |
| Snohomish County | 320,335 | 43.23% | \$ 84,579 |
| Stanwood | 6,530 | 0.88% | \$ 1,724 |
| Sultan | 4,665 | 0.63% | \$ 1,232 |
| DSHS, CPS | - | - | \$ - |
| Snohomish Health District | - | - | \$ - |
| Washington State Patrol | - | - | \$ - |
| PARTICIPATING JURISDICTIONS' TOTALS: | | | \$ 195,304 |

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT D



ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:


Jurisdiction Attorney

Dated _____

Index #14

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 22, 2015

| | |
|--|---|
| AGENDA ITEM: Supplemental Professional Services Agreement with K2 Data Systems | |
| PREPARED BY: Karen Latimer, Public Works Operations Manager | DIRECTOR APPROVAL:  |
| DEPARTMENT: Public Works | |
| ATTACHMENTS: <ul style="list-style-type: none"> • Professional Services Agreement Supplement No. 1 | |
| BUDGET CODE: 40220594.563000 W1407 | AMOUNT: \$5,850.00 |

SUMMARY:

This Professional Services Agreement supplement with K2 Data Systems provides for repair and recovery of historical data that became corrupted while upgrading the SCADA and telemetry system. There are three months of 2015 data that cannot presently be viewed by water and wastewater system personnel. This repair will restore the data to the SCADA and telemetry system and make it available for viewing, trending and analysis.

| |
|--|
| <p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign and execute Professional Services Agreement Supplement No. 1 in the amount of \$5,850.00 with K2 Data Systems.</p> |
|--|

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MARYSVILLE
AND
K2 DATA SYSTEMS**

This Supplemental Agreement No. 1 is made and entered into on the ____ day of _____, 2015, between the City of Marysville, hereinafter called the "City" and K2 Data Systems, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the SCADA and Telemetry System Upgrade Project, hereinafter called the "Project," said Agreement being dated January 5, 2015; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for repair of corrupted data by creating and importing Historian data blocks for the Project, and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated January 5, 2015 shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A-1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY," Paragraph IV.I "PAYMENTS," the third sentence is amended to include the additional Consultant fee of \$5,850.00 and shall read as follows: "...shall the compensation paid to Consultant under this Agreement exceed \$59,525.00 without the written agreement of the Consultant and the City."

The Total Amount payable to the Consultant is summarized as follows:

| | |
|-----------------------------|-------------|
| Original Agreement | \$53,675.00 |
| Supplemental Agreement No.1 | \$ 5,850.00 |
| Grand Total | \$59,525.00 |

3. Article III, Section III.3 of the Original Agreement, "TERM," is amended to provide that all work shall be completed by August 31, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

K2 DATA SYSTEMS

By: _____
Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney

EXHIBIT A-1



June 3, 2015

City of Marysville
Attn. Roy A. Alderman
1049 State Avenue
Marysville, WA 98270

Subject: City of Marysville, Historian Tag Renaming Proposal

Mr. Alderman:

K2 Data Systems, Inc. (K2) is pleased to provide this proposal for renaming Historian tags for the City of Marysville (Marysville).

OBJECTIVE

The objective is to provide historical data for new ArcestrA historized attributes for the period of January 15, 2015 through April 20, 2015 for Marysville's Wonderware Historian system.

SCOPE OF WORK AND PRICING

1. Historian Tag Renaming

K2 will create Historian data blocks for historized ArcestrA attributes for the period of January 15, 2015 through April 20, 2015. This includes approximately 406 sewer tags and 491 water tags. Data blocks will be created on a K2 server by importing Marysville's current ArcestrA Galaxy objects and using SQL Server and Historian importing functionality.

The resulting data blocks will have values at the resolution that was saved for the previous corresponding InTouch tags.

1. Startup at Marysville

K2 will import the modified Historian data blocks to Marysville's Historian and test the new data. This will be done via either remotely placing the modified files on Marysville Historian or by delivering and copy the files on-site.

2. Costs

| | | |
|----------------------|-----------------|----------------|
| Data Block Creation | 36 hours | \$5,220 |
| Startup | 4 hours | \$580 |
| Expenses (mileage) | | \$50 |
| Total Project | 40 hours | \$5,850 |



ASSUMPTIONS

K2 assumes the following:

- Marysville will provide existing InTouch tag Historian data blocks and a Galaxy export.
- Marysville personnel will provide assistance with testing the new data.
- K2 is not providing any hardware or software for this project.

SCHEDULE

K2 will start development of this project as quickly as possible and would anticipate having the new data blocks complete within 1 or 2 weeks.

TERMS

All development work will be billed on a firm-fixed basis per the defined scope of work. A Purchase Order will be required prior to starting work on this project. Invoices will be sent monthly and payment to K2 Data Systems, Inc. is due 30 days from invoice. This proposal is valid for 60 days from the submittal date. Please feel free to call or email me if you have any questions.

We are looking forward to working with Marysville on this project. Please feel free to call or email me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Kier". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian Kier, PE
Project Manager
K2 Data Systems, Inc.
541-223-2905

Index #15

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 22, 2015

| | | |
|--|--|-----|
| AGENDA ITEM: Ordinance adopting an amendment to the Marysville Municipal Code relating to the regulation and licensing of for-hire driver permits; amending MMC 5.24.090(4) regarding fees for submitting of fingerprints. | AGENDA SECTION: New Business | |
| PREPARED BY: Carol Mulligan, CD Program Specialist | APPROVED BY: | |
| ATTACHMENTS: 1. Fee Change Notification for Washington State Patrol 2. Ordinance amending MMC 5.24.090(4) | | |
| | MAYOR | CAO |
| BUDGET CODE: | AMOUNT: | |

DESCRIPTION:

On February 14, 2011, Council adopted Ordinance No. 2851 relating to the regulation and licensing of taxis, for hire vehicles businesses, and driver permits; Amending Sections 5.24.010, 5.24.020, 5.24.30, 5.24.050, 5.24.060, 5.24.070, 5.24.090, 5.24.100, 5.24.140, 5.24.150, 5.24.210, and 5.24.240 of Chapter 5.24 of the Marysville Municipal Code. Section 5.24.090 relates to the application process and related fees for taxi driver permits.

Part of the application process for new taxi driver applicants requires that the applicant submit, at their own expense, to fingerprinting by the Marysville Police Department. Recently, the Washington State Patrol, who provides background checks for the City of Marysville using the aforementioned fingerprinting cards, conducted a fee study resulting in an increase of the fee amount from \$26 to \$38 for this service. This increase will go into effect on July 1, 2015. As a result, Marysville Municipal Code 5.24.090(4) relating to this fee amount needs to be amended. The current language states:

“(4) Applicant for a for-hire vehicle driver’s license must submit, at the applicant’s expense of \$26.00, to fingerprinting by the Marysville police department and shall submit a copy of the fingerprints in an envelope sealed by the Marysville police department with his/her application;”

MMC 5.24.090(4) is hereby amended to read as follows:

(4) Applicant for a for-hire vehicle driver’s license must submit, ~~at the applicant’s expense of \$26.00,~~ to fingerprinting by the Marysville police department and shall submit a copy of the fingerprints in an envelope sealed by the Marysville police department with his/her application. The Marysville police department may charge fees for submission of fingerprints which will cover as nearly as practicable the direct and indirect costs to the Marysville police department of processing such submission as adopted by Washington State Patrol;

| |
|--|
| RECOMMENDED ACTION: The Community Development recommends City Council authorize the Mayor to sign the Ordinance to amend MMC 5.24.090(4) regarding fees for submitting of fingerprints for for-hire drivers. |
| COUNCIL ACTION: |

FEE CHANGE NOTIFICATION

A fee study was conducted for the Washington State Patrol (WSP) and the following fees are increasing effective July 1, 2015. Please refer to which applies for your agency below.

Billed Accounts (you send only the fingerprint card to WSP either by livescan or mail)
 All applicant fingerprint cards received at WSP after July 1, 2015 will be billed the new fee (recommended for mailed in fingerprints; 2 weeks prior to the 1st of July you charge the applicant the new fee and hold the fingerprints until the 1st to mail in to WSP)

Pay by Check

If you mail a check with your fingerprint card to WSP the old fee amount must be received no later than Tuesday, June 30, 2015. Checks with the old fee received after that date will be rejected back for the correct amount. (WSP recommends a week prior to July 1 you charge the new fee and hold the prints until the 1st to mail to WSP)

| <u>Old Fee</u> | | <u>New Fee</u> | |
|-----------------------|------------------------|-----------------------|------------------------|
| <i>Mailed</i> | <i>Livescan</i> | <i>Mailed</i> | <i>Livescan</i> |
| State fee \$26 | State fee \$16 | State fee \$38 | State fee \$20 |
| FBI fee \$14.75 | FBI fee \$14.75 | FBI fee \$14.75 | FBI fee \$14.75 |
| <u>Total \$40.75</u> | <u>Total \$30.75</u> | <u>Total \$52.75</u> | <u>Total \$34.75</u> |

| | | | |
|--------------------------------|----------------------------------|--------------------------------|----------------------------------|
| <i>Mailed Volunteer</i> | <i>Livescan Volunteer</i> | <i>Mailed Volunteer</i> | <i>Livescan Volunteer</i> |
| State fee \$26 | State fee \$16 | State fee \$38 | State fee \$20 |
| FBI fee \$13.50 | FBI fee \$13.50 | FBI fee \$13.50 | FBI fee \$13.50 |
| <u>Total \$39.50</u> | <u>Total \$29.50</u> | <u>Total \$51.50</u> | <u>Total \$33.50</u> |

*****Note for Law Enforcement Only*****

A Concealed Pistol License (CPL) is only billed the FBI fee. The fee is the same for mailed submissions and Livescan. The fee you will be billed is not changing and is still \$14.75.

*****Note to all agencies that refer individuals to WSP for our fingerprinting service*****

The fingerprinting service at the WSP office in Olympia is increasing from \$13.00 to \$19.00.

For questions concerning the new fee, please contact the Background Check Unit Supervisor, Lynette Brown at (360)534-2109 or email Lynette.Brown@wsp.wa.gov.

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
 AMENDING MMC 5.24.090(4) REGARDING FEES FOR SUBMITTING OF
 FINGERPRINTS FOR A FOR-HIRE DRIVER; PROVIDING FOR
 SEVERABILITY; AND EFFECTIVE DATE.**

WHEREAS, the City Council finds that it is in the public interest to update the City's Municipal Code to be consistent with State Law; and,

WHEREAS, RCW 43.43.742 states "The Washington State Patrol shall adopt rules concerning fingerprints taken by local agencies after July 26, 1987, from persons for license application or other noncriminal purposes. The Washington state patrol may charge fees for submission of fingerprints which will cover as nearly as practicable the direct and indirect costs for the Washington state patrol of processing such submission;" and

WHEREAS, MMC 5.24.090(4) states "Applicant for a for-hire vehicle driver's license must submit, at the applicant's expense of \$26.00, to fingerprinting by the Marysville police department and shall submit a copy of the fingerprints in an envelope sealed by the Marysville police department with his/her application;" and,

WHEREAS, The Washington State Patrol is raising the cost of fingerprinting from \$26 to \$36 effective July 1, 2015; and

WHEREAS, the City desires to update and revise MMC 5.24.090(4) to be consistent with the revised fingerprinting costs for now and into the future.

NOW THEREFORE, the City Council of the City of Marysville, Washington do ordain as follows:

Section 1. MMC 5.24.090(4) is hereby amended to read as follows (All other provisions of MMC 5.24.090 remain in effect and unchanged):

(4) Applicant for a for-hire vehicle driver's license must submit, ~~at the applicant's expense of \$26.00,~~ to fingerprinting by the Marysville police department and shall submit a copy of the fingerprints in an envelope sealed by the Marysville police department with his/her application. The Marysville police department may charge fees for submission of fingerprints which will cover as nearly as practicable the direct and indirect costs to the Marysville police department of processing such submission as adopted by Washington State Patrol;

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. 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 _____, 2015.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Index #16

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

CITY COUNCIL MEETING DATE: June 22, 2015

| | |
|--|---------------------------|
| AGENDA ITEM: Ordinance - AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, ADDING A NEW SECTION TO CHAPTER 6.82 OF THE MUNICIPAL CODE PROHIBITING THE POSSESSION OF FIREWORKS IN A PARK. | |
| PREPARED BY: Jon Walker, City Attorney | DIRECTOR APPROVAL: |
| DEPARTMENT: Executive/Legal | |
| ATTACHMENTS: 1. Proposed Ordinance. | |
| BUDGET CODE: | AMOUNT: N/A |

SUMMARY:

In the past, individuals have used city parks to discharge fireworks. The discharge of fireworks results in burning material landing on grass, plants, and buildings, creating a fire hazard. Fireworks explode, discharge sparks and, in some cases, projectiles, all of which can cause injury. The use of fireworks in parks is not consistent with safe recreational activities for which the City’s parks are intended. Additionally, the persons using fireworks in parks have left used fireworks, alcohol containers, and other debris, requiring the city to clean up afterwards.

| |
|--|
| RECOMMENDED ACTION: |
| Staff recommends that Council approve the Ordinance adding a new section to the municipal code to prohibit the possession of fireworks in parks. |

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
 ADDING A NEW SECTION TO CHAPTER 6.82 OF THE MUNICIPAL CODE
 PROHIBITING THE POSSESSION OF FIREWORKS IN A PARK; AND
 EFFECTIVE DATE.**

WHEREAS, the discharge of fireworks in a park endangers public safety and public property; and,

WHEREAS, the past use of fireworks in the city's parks resulted in large amounts of debris that was required to be cleaned up at public expense; and

WHEREAS, the possession of fireworks in a park is inconsistent with the safe use of parks by members of the public.

NOW THEREFORE, the City Council of the City of Marysville, Washington do ordain as follows:

Section 1. A new section is added to chapter 6.82 of the municipal code to read as follows:

It is unlawful to possess any fireworks of any kind in any park. The penalty for violation of this section shall be the same as provided for in MMC 9.20.130.

Section 2. **Codification.** This new section shall be added as Title 6, Chapter 82, Section 071.

Section 3. **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 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 _____, 2015.

CITY OF MARYSVILLE

By: _____
 JON NEHRING, MAYOR

Attest:

By: _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Index #17

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 22, 2015

| | |
|--|---------------------------|
| AGENDA ITEM: Resolution Declaring Surplus of Golf Carts from Cedarcrest Golf Course Fund | |
| PREPARED BY: Jim Ballew | DIRECTOR APPROVAL: |
| DEPARTMENT: Parks and Recreation | |
| ATTACHMENTS: Resolution | |
| BUDGET CODE: | AMOUNT: |
| SUMMARY: | |

Staff is recommending the surplus of thirty-five (35) EZ Go Golf Carts as they are no longer operationally sound and contributing to a consistently operational and reliable cart fleet. The following EZGO Carts are to be surplus: 5075617, 2419612, 1471418, 2419116, 1471254, 2528255, 1471376, 2528264, 1471382, 2528260, 1471403, 2528259, 5075614, 2528254, 5075616, 5021990, 1471428, 5021992, 1471384, 5021989, 1471374, 5021991, 1471377, 1471419, 1471383, 1471385, 1471379, 5075615, 2419611, 1471431, 2419125, 5075613, 2419126, 2419123, 2419128

| |
|---|
| RECOMMENDED ACTION: |
| Staff recommends the City Council consider authorizing the Mayor to sign attached Resolution declaring the certain items of personal property of thirty-five (35) EZGO Golf Carts to be surplus authorizing the sale or disposal thereof. |

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

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

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

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

| DESCRIPTION | SERIAL NUMBER | QUANTITY |
|-------------|---------------|----------|
| EZGO Carts | 5075617 | 1 |
| EZGO Carts | 1471418 | 1 |
| EZGO Carts | 1471254 | 1 |
| EZGO Carts | 1471376 | 1 |
| EZGO Carts | 1471382 | 1 |
| EZGO Carts | 1471403 | 1 |
| EZGO Carts | 5075614 | 1 |
| EZGO Carts | 5075616 | 1 |
| EZGO Carts | 1471428 | 1 |
| EZGO Carts | 1471384 | 1 |
| EZGO Carts | 1471374 | 1 |
| EZGO Carts | 1471377 | 1 |
| EZGO Carts | 1471383 | 1 |
| EZGO Carts | 1471379 | 1 |
| EZGO Carts | 2419611 | 1 |
| EZGO Carts | 2419125 | 1 |
| EZGO Carts | 2419126 | 1 |
| EZGO Carts | 2419123 | 1 |
| EZGO Carts | 2419128 | 1 |
| EZGO Carts | 2419612 | 1 |
| EZGO Carts | 2419116 | 1 |
| EZGO Carts | 2528255 | 1 |
| EZGO Carts | 2528264 | 1 |
| EZGO Carts | 2528260 | 1 |
| EZGO Carts | 2528259 | 1 |
| EZGO Carts | 2528254 | 1 |

| | | |
|------------|---------|---|
| EZGO Carts | 5021990 | 1 |
| EZGO Carts | 5021992 | 1 |
| EZGO Carts | 5021989 | 1 |
| EZGO Carts | 5021991 | 1 |
| EZGO Carts | 1471419 | 1 |
| EZGO Carts | 1471385 | 1 |
| EZGO Carts | 5075615 | 1 |
| EZGO Carts | 1471431 | 1 |
| EZGO Carts | 5075613 | 1 |

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

PASSED by City Council and APPROVED by the Mayor this 22 day of June, 2015.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
APRIL O'BRIEN, Deputy City Clerk


Approved as to form:

By _____
JON WALKER, City Attorney

Index #18

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 06/22/15

| | |
|--|--|
| AGENDA ITEM: Temporary Janitorial Services Emergency Resolution | |
| PREPARED BY: Adam Benton, Fleet & Facilities Manager | DIRECTOR APPROVAL:  |
| DEPARTMENT: Public Works, Fleet & Facilities | |
| ATTACHMENTS: A Resolution declaring an emergency and waiving the requirement for public bidding for temporary janitorial services. | |
| BUDGET CODE: | AMOUNT: N/A |

SUMMARY:

The City's current janitorial services provider, Advantage Building Services (ABS), gave the City notice on May 25th, 2015, that they would officially terminate services effective June 30th.

The process for competitively bidding janitorial services through the State Contract will take approximately three to six-months to complete.

In the absence of a temporary janitorial contract, the City would be without janitorial services for an extended period of time. The lack of services would result in an unsanitary, unattractive environment for both citizens and employees. Furthermore, a lapse in services would result in damage to City owned facilities.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Emergency Resolution waiving public bidding requirements for a temporary 6-month janitorial services contract.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
WASHINGTON DECLARING AN EMERGENCY AND WAIVING THE
REQUIREMENT FOR PUBLIC BIDDING FOR TEMPORARY JANITORIAL
SERVICES

WHEREAS, Advantage Building Services (ABS) has been providing janitorial services for all City owned facilities.

WHEREAS, ABS unexpectedly gave the City notice on May 25th, 2015 that they would officially terminate services with the City effective June 30th, 2015.

WHEREAS, the process for competitively bidding janitorial services through the State Contract will take approximately three to six-months to complete.

WHEREAS, a lapse in janitorial services poses health concerns and the risk of damage to City facilities.

WHEREAS, said emergency requires the immediate execution of a temporary six-month janitorial services contract to provide a healthy, clean environment for citizens and City staff and to avoid damage to City owned facilities; NOW, THEREFORE,

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

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

Section 2. Pursuant to RCW 39.04.280, the City Council declares that the existence of an emergency situation arising from the unexpected notice of termination of janitorial services on May 25th, 2015 by ABS, which situation requires waiving the requirements for public bidding.

Section 3. The Mayor or his designee is authorized to enter into and execute an agreement, not to exceed a term of six months, as necessary to secure immediate temporary janitorial services for City owned facilities.

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

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
APRIL O'BRIEN, Deputy City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney