

Marysville City Council Meeting**September 25, 2017****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

A. Employee Service Awards

B. Snohomish Health District: Jeff Ketchel

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

1. Consider Approval of the September 5, 2017 City Council Meeting Minutes

Consent

2. Approval of the September 5, 2017 payroll in the amount of \$1,789,007.23, EFT Transactions and Check Numbers 31068 through 31104.

3. Approval of the September 20, 2017 payroll in the amount of \$1,213,593.71, EFT Transactions and Check Numbers 31105 through 31138.

4. Approval of the September 6, 2017 claims in the amount of \$1,488,353.04 paid by EFT transactions and Check Numbers 119267 through 119369 with Check Numbers 118967 and 119049 voided.

5. Approval of the September 13, 2017 claims in the amount of \$255,696.73 paid by EFT transaction and Check Numbers 119370 through 119483 with no Check Numbers voided.

6. Approval of the September 20, 2017 claims in the amount of \$925,179.92 paid by EFT transactions and Check Numbers 119484 through 119643 with Check Number 118704 voided.

Review Bids

Marysville City Council Meeting

September 25, 2017

7:00 p.m.

City Hall

Public Hearings

New Business

7. Consider Approval of an Ordinance Granting Astound Broadband, LLC dba Wave a Nonexclusive Telecommunications Franchise Agreement. (Action will be requested at the October 9, 2017 City Council Meeting)

8. Consider Approval of an Ordinance Granting MCIMetro Access dba Verizon Access a Nonexclusive Telecommunication Franchise Agreement. (Action will be requested at the October 9, 2017 City Council Meeting)

9. Consider Approval of an **Ordinance** Approving, with Conditions, Transfer of Ultimate Control of a Franchisee from Wave Holdco, LLC to Radiate Holdco, LLC.

10. Consider Approval of the Amended Inter-local between the Snohomish Regional Drug and Gang Task Force and the City of Marysville Police Department.

11. Consider Approval of a **Resolution** Accepting Geddes Marina Boathouse S1, Tax Parcel 00970300400100 Donation from Dan Bartlett.

12. Consider Approval of Sunnyside Well Treatment Facility Project – Supplemental Agreement No.1 with RH2 Engineering, Inc. for Engineering Support during Construction

Legal

Mayor's Business

13. Consider Approval of the Appointments to the Hotel/Motel Committee: Jennifer Caveny, Jesica Stickles, Mary Kirkland, Charles Lee

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

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

Marysville City Council Meeting**September 25, 2017****7:00 p.m.****City Hall****Reconvene****Adjournment**

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

Index #1

COUNCIL



DRAFT
MINUTES

Regular Meeting
September 5, 2017

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

Roll Call

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

Mayor:	Jon Nehring
Council:	Steve Muller, Kamille Norton, Jeff Seibert, Rob Toyer, and Donna Wright
Absent:	Michael Stevens, Jeff Vaughan
Also Present:	Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Assistant Public Works Director Kerri Chenault, Communications Officer Connie Mennie, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Toyer, seconded by Councilmember Norton, to excuse the absence of Councilmembers Stevens and Vaughan. **Motion** passed unanimously (5-0).

Motion made by Councilmember Wright, seconded by Councilmember Muller, to approve the agenda and to waive normal work session rules in order to take action on Consent Agenda items 3-8. **Motion** passed unanimously (5-0).

Committee Reports

None

DRAFT

Presentations

None

Discussion Items

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

1. Consider the July 10, 2017 City Council Meeting Minutes
2. Consider the July 24, 2017 City Council Meeting Minutes

Action Consent Items

3. Consider the July 26, 2017 Claims in the Amount of \$611,902.10; Paid by EFT Transactions and Check Numbers 118298 through 118481 with No Checks Voided
4. Consider the August 2, 2017 Claims in the Amount of \$845,000.80; Paid by EFT Transactions and Check Numbers 118482 through 118670 with Check Number 117345 Voided
5. Consider the August 9, 2017 Claims in the Amount of \$1,268,384.91; Paid by EFT Transactions and Check Numbers 118671 through 118811 with No Checks Voided
6. Consider the August 16, 2017 Claims in the Amount of \$962,765.81; Paid by EFT Transactions and Check Numbers 118812 through 118939 with Check Number 111715 Voided
7. Consider the August 23, 2017 Claims in the Amount of \$591,463.48; Paid by EFT Transactions and Check Numbers 118940 through 119110 with no Checks Voided
8. Consider the August 4, 2017 Payroll in the Amount \$1,797,306.88; Paid by EFT Transactions and Check Numbers 30987 through 31027

Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve Consent Agenda items 3 through 8. **Motion** passed unanimously (5-0).

Consent

9. Consider the August 18, 2017 Payroll in the Amount \$1,008,137.81; Paid by EFT Transactions and Check Numbers 31030 through 31067 with Check Number 31028 and 31029 Voided

Review Bids

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

10. Consider an Ordinance Approving, with Conditions, Transfer of Ultimate Control of a Franchisee from Wave Holdco, LLC to Radiate Holdco, LLC (Action will be Requested at the September 25, 2017 City Council Meeting)

City Attorney Walker explained that Wave has been purchased by another entity so this would transfer the existing Wave franchise to Radiate Holdco, LLC. Due to statute this item will come before Council at two separate meetings before asking for action from Council.

11. Consider Termination of Reserved Utility Easement and the Termination of Drainage Easement, recorded under AFN 200209130616

Community Development Director Koenig explained that easements are no longer needed because of the way the development has provided right of way in other locations. This would terminate those easements.

12. Consider the Program Year 2016 Consolidated Annual Performance and Evaluation Report and Direct Staff to Provide a Summary of, and Response to any Comments Received During the Public Hearing into the Report, and Forward to the U.S. Department of Housing and Urban Development

Community Development Director Koenig reviewed the Consolidated Annual Performance and Evaluation Report which is an annual review that the City is required to do for Community Development Block Grants.

13. Consider Acceptance of the Grove Street Improvements Project with SRV Construction, Inc., Starting the 45-Day Lien Period for Project Closeout

Assistant Public Works Director Kerri Chenault stated that this relates to project acceptance for a paving project done on Grove Street.

14. Consider the PUD Strategic Energy Management Funding Agreement for Wastewater Energy Coaching with Snohomish County PUD

Assistant Director Kerri Chenault explained that that this relates to the City working with PUD to help identify areas to help reduce power consumption at the Waste Water Treatment Plant.

15. Consider the Emergency **Resolution** Waiving Compliance with the City's Normal Bidding and Procurement Process for Addressing the City's Wastewater Treatment Plant Operations.

DRAFT

Assistant Director Chenault stated that when maintenance was being done on sand filters at the Waste Water Treatment Plant they noticed there was a failure to the stainless steel support brackets in the facility. Replacement parts were quickly ordered to resolve the problem and stay in compliance with regulations. This item requests that the Council approve the order due to the emergency nature of situation.

Councilmember Muller asked if the cause of the failure has been determined. Assistant Director Chenault replied that they thought it was just the timing. Staff plans to look at some other areas too in order to determine if there are other issues.

16. Consider an **Ordinance** Amending Chapter 5.02 of the Marysville Municipal Code (MMC) Governing Business Licenses and Adding a Section Providing for Summary Suspension of Business Licenses

City Attorney Walker explained that this would update an antiquated system the City currently has in its code for revoking or suspending business licenses. This would enable the Community Development Director to suspend or revoke a business license rather than going through a Hearing Examiner process. It still allows for an appeal process through the Hearing Examiner. It also provides for summary suspension in case it is ever needed.

17. Consider an Ordinance Amending Marysville Municipal Code (MMC) Chapter 14.07 to Provide Reimbursement for Certain Capital Improvement Projects or a Credit against Capital Improvement Charges

Assistant Director Chenault explained that this would provide a way to reimburse or provide credit for projects or portions of projects for developers who do projects above and beyond what is needed for their facility.

Councilmember Muller thought that this was already being done. CAO Hirashima explained that the City currently does this through recovery contracts, but this would allow the City to also give credits against Capital Improvement Charges.

Legal

None

Mayor's Business

18. Consider Appointment to Civil Service: Brad Thompson
19. Consider Appointment to Salary Commission: Brad Thompson
20. Consider Reappointment to Planning Commission: Tom Thetford

DRAFT

Other Mayor's Business:

Mayor Nehring:

- He announced that the Waste Water Treatment Plant won an award for the Outstanding Waste Water Treatment Plant of 2016. He read a letter from Department of Ecology commending the City and presented the letter to Kerri Chenault.
- Touch a Truck will be held this Saturday at 10 a.m.

Staff Business

Chief Smith:

- He and the Mayor are working on the SnoPac/SnoCom consolidation. They have an Interlocal Agreement that has been drafted, but is still in the review process. He thanked the Mayor for his work on this group.
- Police have been busy this summer. Code enforcement has also been busy answering complaints and getting things done.
- School is starting. Watch driving in school zones.

Sandy Langdon welcomed everyone back.

Dave Koenig:

- The Village Restaurant may be starting cleanup this week. The City has issued a demolition permit. They will be cleaning the site completely. The restaurant has moved across the street.
- A demolition permit has also been issued for a burned out house on Shoultes.
- Mayor Nehring thanked Director Koenig for the report as these have been ongoing issues in the community. Director Koenig commended John Dorcas for his work on this.

Chief McFalls welcomed everyone back.

- The Fire Department had fun with Slay the Slough and Handmade and Homegrown. They are looking forward to Touch-a-Truck.
- He gave an update the huge number of fires in the Pacific Northwest.
- He invited Council to attend the annual Fire Barbecue and Service Awards at 6:00 on September 20 at Station 16.

Tara Mizell:

- Basketball registration is going on right now.
- Lots of activities are going on at the Opera House this month.
- Touch a Truck is happening this weekend.
- The Spray Park will remain open on the weekends through the end of September.
- The barbecue shelter is open at Comeford Park. Thanks to Morning Rotary Group for their work on that.

DRAFT

Kerri Chenault noted that there will be a barbecue for crews at 11:30 the day before Touch-a-Truck. She invited Council to attend.

Councilmember Seibert asked about the Conservation District issue. Kerri Chenault replied that she didn't think it had been brought before County Council yet. She offered to follow up with the Conservation District for an update. Councilmember Muller stated that he talked with someone and was told that they don't want to go before County Council with the letter they got from the Marysville. He thinks they will try to request a presentation with Council. Kerri Chenault offered to get in touch with them about getting on the agenda.

Jon Walker stated the need to address five items for Executive Session – two items related to the purchase of real estate, one related to leasing property, one related to potential litigation, and a collective bargaining negotiations agreement with action expected on three items and expected to last 15 minutes.

Gloria Hirashima had no additional comments.

Call on Councilmembers

Rob Toyer had no comments.

Jeff Seibert reported that he talked to a former employee at United Electric in Everett who said that they stopped bidding small works in Marysville because of the issues related to plan review. He requested that someone from the City contact them to find out more about this and bring back information to the Council. He noted that the City of Bellingham went through a similar issue and changed their code.

Donna Wright welcomed everyone back.

Kamille Norton:

- The barbecue shelter looks great.
- She commented on the tragic situation in Houston and noted the importance of being prepared.

Mayor Nehring welcomed Peter back from Washington D.C.

Connie Mennie:

- She commented that on 9/11 the Fire District will be leading a 9/11 ceremony at 8:30 a.m. at the library.
- Next Thursday, the Chamber, the City, and Coastal Community Bank will be hosting a small business summit at the Opera House.

Adjournment

Council adjourned the regular meeting at 7:38 p.m. and recessed for five minutes.

DRAFT

Reconvenement

Council reconvened into Executive Session and Closed Session at 7:43 p.m. for 15 minutes to address five items – two items related to the purchase of real estate, one related to leasing property, one related to potential litigation, and a collective bargaining negotiations agreement with action expected on three items and expected to last 15 minutes.

Executive Session

- A. Litigation – one item, RCW 42.30.110(1)(i)
- B. Personnel – one item, RCW 42.30.140(4)(a) – Closed Session
- C. Real Estate – three items, RCW 42.30.110(1)(b) and 42.30.110(1)(c)

Executive Session ended and public meeting reconvened at 7:58 p.m.

Motion made by Councilmember Toyer, seconded by Councilmember Seibert to waive the rules and permit action be taken on three items. Motion passed unanimously.

Motion made by Councilmember Seibert, seconded by Councilmember Norton, to authorize the Mayor to sign a lease with Abhe and Suoboda for the Welco site.

Motion made by Councilmember Muller, seconded by Councilmember Seibert, to authorize the Mayor to sign a purchase and sale contract with Elizabeth Petersen for 1526 1st Street.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to Authorize the Mayor to sign the retention letter with Michael Dunning of Perkins Coie.

Adjournment

The meeting was adjourned at 7:58 p.m.

Approved this _____ day of _____, 2017.

Mayor
Jon Nehring

Recording Secretary
Laurie Hugdahl

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 25, 2017

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the September 5, 2017 payroll in the amount \$1,789,007.23, EFT Transactions and Check No.'s 31068 through 31104.

COUNCIL ACTION:

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 25, 2017

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the September 20, 2017 payroll in the amount \$1,213,593.71, EFT Transactions and Check No.'s 31105 through 31138.

COUNCIL ACTION:

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 25, 2017

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the September 6, 2017 claims in the amount of \$1,488,353.04 paid by EFT transactions and Check No. 119267 through 119369 with Check No.'s 118967 & 119049 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-9

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIMS IN THE AMOUNT OF \$1,488,353.04 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 119267 THROUGH 119369 WITH CHECK NO.'S 118967 & 119049 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 25th DAY OF SEPTEMBER 2017.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 9/6/2017
TIME: 11:11:11AM

CITY OF MARYSVILLE
INVOICE LIST

PAGE: 1

FOR INVOICES FROM 8/31/2017 TO 9/6/2017

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
119267	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	81.19
	ADVANTAGE BUILDING S		COMMUNITY CENTER	811.88
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	811.88
	ADVANTAGE BUILDING S		UTIL ADMIN	811.88
	ADVANTAGE BUILDING S		COURT FACILITIES	1,217.81
	ADVANTAGE BUILDING S		CITY HALL	1,217.81
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,623.74
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,794.25
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,653.43
119268	ALPINE PRODUCTS INC	POSTS AND BASES	TRAFFIC CONTROL DEVICES	1,835.00
	ALPINE PRODUCTS INC	WHITE THERMO	TRAFFIC CONTROL DEVICES	12,476.68
119269	ALS LABORATORY	LAB ANALYSIS	STORM DRAINAGE	60.00
119270	AMERICAN PUBLIC WORK	FALL CONFERENCE-LAYCOCK	ENGR-GENL	395.00
119271	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM		EQUIPMENT RENTAL	70.75
119272	BACKSTROM CURB	CURB MONO POUR-1050 STATE AVE	SIDEWALKS MAINTENANCE	3,662.71
119273	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-27.28
	BICKFORD FORD	ALTERNATOR W/CORE CHARGE	EQUIPMENT RENTAL	192.22
	BICKFORD FORD	MOULDING	EQUIPMENT RENTAL	194.53
119274	CABLE & WIRELESS TEC	SMALL TOOLS	BLDING MAINT	-27.87
	CABLE & WIRELESS TEC		FACILITY MAINTENANCE	334.14
119275	CARDON, MARK	REIMBURSE CDL RENEWAL FEES	UTIL ADMIN	102.00
119276	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	49.07
119277	CHELAN CO DISTRICT	BAIL POSTED	GENERAL FUND	500.00
119278	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	3,966.70
119279	COLUMBIA FORD	2017 FORD INTERCEPTOR	EQUIPMENT RENTAL	35,470.92
	COLUMBIA FORD		EQUIPMENT RENTAL	39,074.13
	COLUMBIA FORD		EQUIPMENT RENTAL	39,074.13
119280	COMCAST	MONTHLY BROADBAND CHARGES	COMPUTER SERVICES	131.21
119281	CUES	CAMERA REPAIR	SEWER MAIN COLLECTION	784.43
	CUES	REPAIR CCTV	SEWER MAIN COLLECTION	1,590.76
119282	DUARTE, KIM	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119283	E&E LUMBER	LUMBER CREDIT	STORM DRAINAGE	-95.86
	E&E LUMBER	SPRAY CREDIT	ROADSIDE VEGETATION	-10.91
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	0.50
	E&E LUMBER	SPRAY	ROADSIDE VEGETATION	10.91
	E&E LUMBER		ROADSIDE VEGETATION	10.91
	E&E LUMBER	CONCRETE	TRANSPORTATION MANAGEM	12.35
	E&E LUMBER	LUMBER	WASTE WATER TREATMENT F	16.76
	E&E LUMBER	CARWASH KIT PARTS	STORM DRAINAGE	21.41
	E&E LUMBER	FASTENERS	STORM DRAINAGE	32.51
	E&E LUMBER	VALVES	WATER DIST MAINS	73.68
	E&E LUMBER	BAGS, HOSES, GLUE AND SCREWDR	ER&R	102.01
	E&E LUMBER	MASONRY AND LUMBER	TRANSPORTATION MANAGEM	167.36
	E&E LUMBER	LUMBER	STORM DRAINAGE	216.80
	E&E LUMBER	PAINT AND BRUSHES	HYDRANTS	851.27
119284	EAGLE FENCE	INSTALL CHAIN LINK FENCE	ROADSIDE VEGETATION	1,168.46
	EAGLE FENCE	FENCE REPAIR	ROADSIDE VEGETATION	1,571.04
	EAGLE FENCE	GATES AND INSTALLATION	STORM DRAINAGE	1,745.60
119285	EVANS, GLENNA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119286	EVERETT OFFICE	OFFICE FURNITURE	POLICE TRAINING-FIREARMS	3,316.64
119287	EVERETT TIRE & AUTO	TIRES	EQUIPMENT RENTAL	434.38
	EVERETT TIRE & AUTO		ER&R	1,274.03
119288	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	216.00
	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	7,400.00
119289	EWING IRRIGATION	HERBICIDE AND SPREADER	PARK & RECREATION FAC	132.39
	EWING IRRIGATION	HERBICIDES	STORM DRAINAGE	961.31
119290	FASTENAL COMPANY	HARDWARE	TRAFFIC CONTROL DEVICES	21.14
119291	FERRELLGAS	PROPANE CHARGES - 3	ROADWAY MAINTENANCE	24.64

DATE: 9/6/2017
TIME: 11:11:11AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 8/31/2017 TO 9/6/2017

PAGE: 2

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119291	FERRELLGAS	PROPANE CHARGES	TRAFFIC CONTROL DEVICES	24.64
	FERRELLGAS		WATER SERVICE INSTALL	24.64
	FERRELLGAS		SOLID WASTE OPERATIONS	24.65
119292	FIRESTONE	TIRES	EQUIPMENT RENTAL	483.27
119293	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.03
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.03
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	0.06
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.10
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	0.17
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.28
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.28
	FRONTIER COMMUNICATI		COMMUNITY CENTER	0.38
	FRONTIER COMMUNICATI		CITY CLERK	0.81
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	2.03
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	2.36
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATION	2.85
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	2.98
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	3.54
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	4.69
	FRONTIER COMMUNICATI		STORM DRAINAGE	5.15
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	5.75
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	5.83
	FRONTIER COMMUNICATI		COMPUTER SERVICES	5.94
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	6.83
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	7.47
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	8.00
	FRONTIER COMMUNICATI		UTILITY BILLING	8.84
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	9.40
	FRONTIER COMMUNICATI		FINANCE-GENL	10.06
	FRONTIER COMMUNICATI		ENGR-GENL	10.52
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	11.04
	FRONTIER COMMUNICATI		UTIL ADMIN	11.22
	FRONTIER COMMUNICATI		POLICE PATROL	11.33
	FRONTIER COMMUNICATI		UTIL ADMIN	11.42
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	14.78
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	36.44
119294	FRONTIER COMMUNICATI	ACCT #30066173190324995	TRAFFIC CONTROL DEVICES	52.88
119295	GARMIRE IRON WORKS	PULLERS	TRANSPORTATION MANAGEM	98.19
119296	GOODRICH, SANDI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119297	GREEN RIVER CC	ASBESTOS CEMENT PIPE WORK PRAC	UTIL ADMIN	200.00
	GREEN RIVER CC		UTIL ADMIN	200.00
	GREEN RIVER CC	WATER DIST CERT EXAM-KEEFE	UTIL ADMIN	380.00
	GREEN RIVER CC	WW CERT EXAM-CRAIN	UTIL ADMIN	380.00
119298	GREENHAUS PORTABLE	PORTABLE SERVICE	RECREATION SERVICES	375.00
	GREENHAUS PORTABLE		PARK & RECREATION FAC	520.00
119299	GREENSHIELDS	HOSE ASSEMBLIES	STORM DRAINAGE	452.81
119300	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
119301	HACKFORD, STEVE	REIMBURSE ODL RENEWAL FEES	UTIL ADMIN	102.00
119302	HARBOR FREIGHT TOOLS	BLADES	WATER SERVICES	85.52
119303	HD FOWLER COMPANY	LIDS	WATER SERVICES	83.17
	HD FOWLER COMPANY	HYDRANT WRENCHES	HYDRANTS	114.87
	HD FOWLER COMPANY	HARDWARE	WATER DIST MAINS	126.73
	HD FOWLER COMPANY	MAIN VALVE REPAIR KIT	HYDRANTS INSTALLATION	145.63
	HD FOWLER COMPANY	MJ SLEAVES AND MJ KITS	WATER SERVICES	1,266.70
	HD FOWLER COMPANY	HYDRANT REPAIR PARTS	HYDRANTS	2,621.95
	HD FOWLER COMPANY	REPAIR CLAMP Item 4 - 4	WATER SUPPLY MAINS	3,316.52

DATE: 9/6/2017
TIME: 11:11AMCITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 8/31/2017 TO 9/6/2017

PAGE: 3

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
119304	HD SUPPLY WATERWORKS	HARDWARE	WATER SERVICE INSTALL	13,266.56
	HD SUPPLY WATERWORKS		WATER SERVICE INSTALL	14,728.50
	HD SUPPLY WATERWORKS	METERS	WATER SERVICE INSTALL	20,128.95
119305	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	97,305.89
119306	HE MITCHELL CO	LOCKS, LATCH, TAILPIECE AND CY	MAINT OF GENL PLANT	199.66
	HE MITCHELL CO		COMMUNITY CENTER	229.10
	HE MITCHELL CO	DOOR LOCK	PUBLIC SAFETY BLDG	463.46
119307	HERITAGE BANK	RETAINAGE ON PAY ESTIMATE #3	SEWER CAPITAL PROJECTS	99.03
	HERITAGE BANK		ARTERIAL STREET-GENL	214.04
119308	HILTI INC	DIAMOND CORE BIT	ROADWAY MAINTENANCE	169.11
119309	IAPMO	MEMBERSHIP-DORCAS	COMMUNITY DEVELOPMENT	250.00
119310	JONES & FISHER LLC	ENTERTAINMENT 9/16/17	OPERA HOUSE	1,200.00
119311	JOSEPH, PETER	INSTRUCTOR SERVICES	RECREATION SERVICES	557.95
	JOSEPH, PETER		RECREATION SERVICES	658.95
119312	LASTING IMPRESSIONS	TSHIRTS	ER&R	594.23
	LASTING IMPRESSIONS		RECREATION SERVICES	714.43
119313	LORMAN EDUCATION SVC	WEBINAR-BRYANT, K	UTIL ADMIN	191.14
119314	LOWES HIW INC	SPRINKLER	WATER RESERVOIRS	20.72
	LOWES HIW INC	PIPE, COUPLING AND FITTINGS	SOURCE OF SUPPLY	252.68
119315	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	207,936.84
	MARYSVILLE FIRE DIST		FIRE-GENL	633,030.46
119316	MARYSVILLE SCHOOL	FACILITY USAGE-ACE	RECREATION SERVICES	126.00
119317	MARYSVILLE, CITY OF	UTILITY SERVICE-1304 1ST ST-FI	GMA-STREET	187.54
	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	GOLF ADMINISTRATION	288.37
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE ST	GOLF ADMINISTRATION	1,170.73
	MARYSVILLE, CITY OF	UTILITY SERVICE-6810 84TH ST N	GOLF ADMINISTRATION	18,460.20
119318	MCCAIN TRAFFIC SPLY	ADA UPGRADE	TRANSPORTATION MANAGEM	6,990.05
119319	MIRANDA, ESTHER	REIMBURSE MILEAGE	COMPUTER SERVICES	10.12
119320	MODULAR SPACE	RELOCATION OF UNIT	STORM DRAINAGE	758.24
	MODULAR SPACE		WATER QUAL TREATMENT	758.25
	MODULAR SPACE		WASTE WATER TREATMENT F	758.25
119321	MOTOR TRUCKS	ADJUSTERS	EQUIPMENT RENTAL	220.40
	MOTOR TRUCKS		EQUIPMENT RENTAL	253.52
119322	MOTOROLA	RADIOS	POLICE PATROL	11,527.83
119323	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	WASTE WATER TREATMENT F	14.82
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	14.82
	MOUNTAIN MIST		SEWER MAIN COLLECTION	14.82
119324	NEXSITE ONLINE	ONLINE PARKS & REC GUIDE	RECREATION SERVICES	594.23
119325	NORTH CENTRAL LABORA	BROTH, BOD STANDARDS AND FLASK	WASTE WATER TREATMENT F	314.92
119326	NORTH SOUND HOSE	HARDWARE	WASTE WATER TREATMENT F	195.22
119327	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	1,304.80
	NORTHSTAR CHEMICAL		WATER QUAL TREATMENT	1,404.00
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	4,102.16
	NORTHSTAR CHEMICAL	SOLAR SALT	SUNNYSIDE FILTRATION PLAI	5,313.25
119328	NYITRAY, SANDRA	INSTRUCTOR SERVICES	RECREATION SERVICES	36.00
119329	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	3.16
	OFFICE DEPOT		UTIL ADMIN	13.90
	OFFICE DEPOT		ENGR-GENL	13.90
	OFFICE DEPOT		ENGR-GENL	14.33
	OFFICE DEPOT		FACILITY MAINTENANCE	30.92
	OFFICE DEPOT		STORM DRAINAGE	132.82
119330	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	220.80
119331	OSBORNE, MICHELLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119332	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-80.80
	PARTS STORE, THE	SEAL	EQUIPMENT RENTAL	8.41
	PARTS STORE, THE	RESERVOIR	EQUIPMENT RENTAL	36.73
	PARTS STORE, THE	FILTERS AND LIGHTS	ER&R	47.79
	PARTS STORE, THE	HOSES AND OIL	SMALL ENGINE SHOP	56.09
	PARTS STORE, THE	WATER PUMP AND BELT	EQUIPMENT RENTAL	91.35
	PARTS STORE, THE	RADIATOR	EQUIPMENT RENTAL	144.69
	PARTS STORE, THE	BRAKE ROTORS/BRAKE PADS AND C	EQUIPMENT RENTAL	272.17

DATE: 9/6/2017
TIME: 11:11AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 8/31/2017 TO 9/6/2017

PAGE: 4

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
119332	PARTS STORE, THE	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	272.41
119333	PERRY, BETRINA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119334	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	78.86
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	130.19
	PETROCARD SYSTEMS		STORM DRAINAGE	158.52
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	315.33
	PETROCARD SYSTEMS		PARK & RECREATION FAC	982.26
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERF	2,082.65
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,779.43
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,779.89
	PETROCARD SYSTEMS		POLICE PATROL	6,814.39
119335	PILCHUCK RENTALS	VALVE	WATER DIST MAINS	20.27
	PILCHUCK RENTALS	CLUTCH ASSEMBLIES, LIFTERS AND	SMALL ENGINE SHOP	336.88
119336	PLATT ELECTRIC	RELAY, SPLICERS AND PLUG	WASTE WATER TREATMENT F	42.96
	PLATT ELECTRIC	PVC AND CEMENT	STREET LIGHTING	53.31
	PLATT ELECTRIC	HARDWARE	PUBLIC SAFETY BLDG	65.33
	PLATT ELECTRIC	LIGHT BULBS	COURT FACILITIES	78.22
	PLATT ELECTRIC	WWTP PORTABLE RELOCATE PARTS	WASTE WATER TREATMENT F	105.14
	PLATT ELECTRIC	RELAY, SPLICERS AND PLUG	SEWER LIFT STATION	402.99
119337	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURSE	GOLF ADMINISTRATION	8,249.76
119338	PRUDENTIAL INSURANCE	LONG TERM CARE INSURANCE-GUNDE	POLICE ADMINISTRATION	6,474.25
119339	PUD	ACCT #2013-8099-5	PUMPING PLANT	15.12
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	15.31
	PUD	ACCT #2049-3331-1	PUMPING PLANT	16.88
	PUD	ACCT #2022-2076-0	GOLF ADMINISTRATION	17.25
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	40.36
	PUD	ACCT #2008-0070-4	STREET LIGHTING	42.20
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	50.75
	PUD	ACCT #2010-4638-0	PARK & RECREATION FAC	64.26
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	148.70
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	875.75
119340	PUGET SOUND SECURITY	KEYS MADE	GMA - STREET	9.82
119341	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	19,465.47
119342	RICKER, KIM	REIMBURSE WELLNESS EXPENSE	PERSONNEL ADMINISTRATIOI	93.10
119343	ROY ROBINSON	FUEL CAP	EQUIPMENT RENTAL	23.30
119344	SAFeway INC.	DAY CAMP SUPPLIES	RECREATION SERVICES	57.99
119345	SAFeway INC.	EVENT SUPPLIES	POLICE ADMINISTRATION	124.52
119346	SAFeway INC.	SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIOI	86.38
	SAFeway INC.		EXECUTIVE ADMIN	185.49
119347	SAINT-DENIS, MICHAEL	PER DIEM 9/18-9/22	DETENTION & CORRECTION	115.00
119348	SEAHURST ELECTRIC	REFUND ELEC PERMIT FEES	COMMUNITY DEVELOPMENT	197.51
119349	SHERWIN WILLIAMS	PAINT AND STRIPING	TRAFFIC CONTROL DEVICES	546.72
119350	SISKUN POWER EQUIPME	CARBURETOR	SMALL ENGINE SHOP	82.70
119351	SPRINGBROOK NURSERY	TOPSOIL	SIDEWALKS MAINTENANCE	17.23
	SPRINGBROOK NURSERY		PARK & RECREATION FAC	34.46
	SPRINGBROOK NURSERY		SIDEWALKS MAINTENANCE	34.46
	SPRINGBROOK NURSERY		SIDEWALKS CONSTRUCTION	206.78
119352	SRV CONSTRUCTION	PAY ESTIMATE #3	SEWER CAPITAL PROJECTS	2,061.93
	SRV CONSTRUCTION		ARTERIAL STREET-GENL	4,066.84
119353	STANTEC CONSULTING	CEDARCREST BPS GENERATOR UPGRA	WATER CAPITAL PROJECTS	2,697.00
	STANTEC CONSULTING	LIFT STATION GENERATOR UPGRADE	SEWER CAPITAL PROJECTS	8,156.00
	STANTEC CONSULTING	CEDARCREST BPS GENERATOR UPGRA	WATER CAPITAL PROJECTS	11,461.25
	STANTEC CONSULTING	LIFT STATION GENERATOR UPGRADE	SEWER CAPITAL PROJECTS	40,386.35
119354	STAPLES	OFFICE SUPPLIES	STORM DRAINAGE	89.46
119355	STERLING RENTALS	OPERA HOUSE LEASE PAYMENT	OPERA HOUSE	5,279.00
119356	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY EXPENSE	DETENTION & CORRECTION	169.79
119357	TIRE DISPOSAL & RECY	DISPOSAL FEES	PROTECTIVE INSPECTIONS	232.80
119358	TRIVETT, TERESA	REFUND CLASS FEES	PARKS-RECREATION	142.00
119359	TROXLER ELECTRONIC	BAGDES	ENGR-GENL	84.00
119360	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	151.61
119361	USA BLUEBOOK	SERVICE CHARGE ON INV 216325	WATER DIST MAINS	14.65

DATE: 9/6/2017
 TIME: 11:11:11AM

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 8/31/2017 TO 9/6/2017**

PAGE: 5

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119362	VERIZON	AMR LINES	METER READING	254.89
119363	WAPRO	CONFERENCE-O'BRIEN	CITY CLERK	175.00
119364	WASHINGTON STATE UNV	PESTICIDE RECERT-MILLER	UTILADMIN	60.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-MECHLING	ROADSIDE VEGETATION	120.00
	WASHINGTON STATE UNV	PESTICIDE RECERT-POTTER	ROADSIDE VEGETATION	120.00
119365	WASHINGTON TRACTOR	TRIMMER ATTACHMENT	GENERAL SERVICES - OVERH	272.70
119366	WASTE MANAGEMENT	YARD WASTE/RECYCLE SERVICE	RECYCLING OPERATION	119,956.97
119367	WESTERN NURSERY	PLANTS	PARK & RECREATION FAC	1,039.85
119368	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	STORM DRAINAGE	136.35
	ZEE MEDICAL SERVICE		SEWER MAIN COLLECTION	136.35
119369	ZUMAR INDUSTRIES	SIGNS	TRANSPORTATION MANAGEM	1,642.84

WARRANT TOTAL: 1,488,899.66

CHECK #118967 INITIATOR ERROR (151.62)
 CHECK #119049 INITIATOR ERROR (395.00)

REASON FOR VOIDS:

- UNCLAIMED PROPERTY
- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST/DAMAGED IN MAIL

1,488,353.04

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 25, 2017

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

Please see attached.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the September 13, 2017 claims in the amount of \$255,696.73 paid by EFT transactions and Check No. 119370 through 119483 with no Check No. voided.</p> <p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-9

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 **\$255,696.73 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 119370 THROUGH 119483 WITH NO CHECK NO.'S 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 **25th DAY OF SEPTEMBER 2017.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 9/13/2017
TIME: 1:17:08PM

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/7/2017 TO 9/13/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119370	ALEXANDER, LYNNE		WATER/SEWER OPERATION	20.97
119371	ANDERSON, MICHAEL &		WATER/SEWER OPERATION	190.36
119372	ANGEL, VAUGHN		WATER/SEWER OPERATION	140.50
119373	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	84.67
119374	AVDEYEV, SERGEY		WATER/SEWER OPERATION	186.19
119375	AWWA	2017 UTILITY MEMBERSHIP	UTIL ADMIN	3,261.64
119376	BANGHART, JASON MARK		GARBAGE	455.18
119377	BLUE MARBLE ENV	WASTE REDUCTION/RECYCLING EDUC	RECYCLING OPERATION	4,197.12
119378	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	2,100.00
119379	BRANNON, PAM		WATER/SEWER OPERATION	181.61
119380	CABLES PLUS	CABLES	WATER/SEWER OPERATION	-3.09
	CABLES PLUS		INFORMATION SERVICES	-2.83
	CABLES PLUS		INFORMATION SERVICES	-2.32
	CABLES PLUS		COMPUTER SERVICES	27.77
	CABLES PLUS		COMPUTER SERVICES	33.93
	CABLES PLUS		WATER RESERVOIRS	37.05
119381	CAFERRO, GABRIELLA	REIMBURSE MILEAGE	EXECUTIVE ADMIN	45.48
119382	CAPITAL ONE COMMERC	SUPPLY REIMBURSEMENT	PARK & RECREATION FAC	17.12
	CAPITAL ONE COMMERC		MAINT OF GENL PLANT	32.62
	CAPITAL ONE COMMERC		PERSONNEL ADMINISTRATIO	159.26
	CAPITAL ONE COMMERC		OPERA HOUSE	161.86
	CAPITAL ONE COMMERC		EXECUTIVE ADMIN	491.48
119383	CASTANEDA, MELISSA &		WATER/SEWER OPERATION	18.08
119384	CASTORA, SAM		WATER/SEWER OPERATION	133.93
119385	CDW GOVERNMENT INC	PANEL	COMPUTER SERVICES	85.93
119386	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,362.04
119387	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
119388	COOP SUPPLY	SOFTBALL SUPPLIES	RECREATION SERVICES	114.33
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	140.17
	COOP SUPPLY		K9 PROGRAM	167.99
119389	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,672.41
119390	CRAIN, JASON	REIMBURSE MEALS-TRAINING	UTIL ADMIN	103.38
119391	CROCKER, JASON & DAN		WATER/SEWER OPERATION	50.54
119392	DANIELLE M YOUNG		WATER/SEWER OPERATION	141.56
119393	DEFFRIES, TERRI	REFUND-WITHDRAWAL OF APPEAL	COMMUNITY DEVELOPMENT	500.00
119394	E&E LUMBER	BIT	PARK & RECREATION FAC	3.45
	E&E LUMBER	LEVER	CITY HALL	5.23
	E&E LUMBER	TAPE	STORM DRAINAGE	5.54
	E&E LUMBER		SEWER MAIN COLLECTION	5.54
	E&E LUMBER	CLEANING PRODUCTS	PARK & RECREATION FAC	14.63
	E&E LUMBER	REPAIR KIT	CITY HALL	14.65
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	19.71
	E&E LUMBER	WASP SPRAY	PARK & RECREATION FAC	21.93
	E&E LUMBER	SMALL TOOLS	PARK & RECREATION FAC	23.86
	E&E LUMBER	MARKERS AND SNIPS	PARK & RECREATION FAC	37.15
	E&E LUMBER	RANGE SUPPLIES	POLICE TRAINING-FIREARMS	76.37
	E&E LUMBER	LUMBER, SPRAYER AND MARKERS	PARK & RECREATION FAC	154.01
119395	ENSOR, BROOKE	REIMBURSE PARKING FEES	STORM DRAINAGE	30.00
119396	FAGUE, ERICA & SCOTT		WATER/SEWER OPERATION	24.40
119397	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	42,000.00
119398	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	42.64
	FRONTIER COMMUNICATI		CITY HALL	42.64
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	42.64
	FRONTIER COMMUNICATI		PUBLIC SAFETY BLDG	42.64
	FRONTIER COMMUNICATI		UTILITY BILLING	42.64
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	42.64
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	42.64
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	52.88
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	54.17
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	54.34
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	59.23

DATE: 9/13/2017
TIME: 1:17:08PM

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/7/2017 TO 9/13/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119398	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION PLAI	73.20
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	85.28
	FRONTIER COMMUNICATI		POLICE PATROL	85.28
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	85.28
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	85.28
	FRONTIER COMMUNICATI		COMMUNITY CENTER	85.28
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	85.28
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	170.55
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	213.16
	FRONTIER COMMUNICATI		UTIL ADMIN	295.14
119399	GALLS, LLC	UNIFORM-NISHMURA	OFFICE OPERATIONS	13.43
	GALLS, LLC	UNIFORM-REYES	POLICE PATROL	26.29
	GALLS, LLC	UNIFORM-BURNETT	POLICE PATROL	47.14
	GALLS, LLC		POLICE PATROL	485.67
119400	GLOBALSTAR INC.	PHONE SERVICE	OFFICE OPERATIONS	77.99
119401	GOVCONNECTION INC	CABLES	POLICE TRAINING-FIREARMS	8.82
	GOVCONNECTION INC	ZIP TIES	COMPUTER SERVICES	34.07
	GOVCONNECTION INC	APC UPS BATTERY REPLACEMENT	COMPUTER SERVICES	65.06
	GOVCONNECTION INC	CABLES	COMPUTER SERVICES	69.71
	GOVCONNECTION INC		COMPUTER SERVICES	96.74
	GOVCONNECTION INC	BARRACUDA RENEWAL	COMPUTER SERVICES	476.55
	GOVCONNECTION INC	RACK MOUNTED UPS	COMPUTER SERVICES	859.84
119402	HAGGEN INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	32.70
119403	HD FOWLER COMPANY	RISERS	WATER SERVICE INSTALL	215.62
	HD FOWLER COMPANY	HAND WRENCH, PROBE AND METER S	ER&R	249.40
	HD FOWLER COMPANY		WATER/SEWER OPERATION	1,128.20
	HD FOWLER COMPANY		WATER/SEWER OPERATION	2,029.57
119404	HEWLETT PACKARD	METER SETTER	STORM DRAINAGE	-0.02
	HEWLETT PACKARD	PRINTER MAINTENANCE	SEWER MAIN COLLECTION	1.81
	HEWLETT PACKARD		STORM DRAINAGE	1.81
	HEWLETT PACKARD		PARK & RECREATION FAC	14.39
	HEWLETT PACKARD		POLICE INVESTIGATION	15.51
	HEWLETT PACKARD		POLICE PATROL	18.86
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	22.15
	HEWLETT PACKARD		LEGAL - PROSECUTION	37.16
	HEWLETT PACKARD		CITY CLERK	54.64
	HEWLETT PACKARD		FINANCE-GENL	54.65
	HEWLETT PACKARD		WASTE WATER TREATMENT F	76.32
	HEWLETT PACKARD		MUNICIPAL COURTS	109.36
	HEWLETT PACKARD		UTILITY BILLING	129.39
	HEWLETT PACKARD		COMPUTER SERVICES	357.35
119405	HICKEY, ALBERTA A.*		WATER/SEWER OPERATION	247.51
119406	HIMMELBERGER, BRANDO		WATER/SEWER OPERATION	191.92
119407	HORROCKS, TRAVIS		GARBAGE	86.59
119408	IMPACT PROPERTY MANA		WATER/SEWER OPERATION	93.80
119409	INT'L CODE COUNCIL	MEMBERSHIP DUES-DORCAS	COMMUNITY DEVELOPMENT-	240.00
119410	ISSAQUAH, CITY OF	UNIFORM-FOOTE	POLICE PATROL	698.61
119411	JENSEN, WINDY L		WATER/SEWER OPERATION	71.12
119412	KEEFE, RYAN M	REIMBURSE MEALS-TRAINING	UTIL ADMIN	29.42
	KEEFE, RYAN M	REIMBURSE JEAN EXPENSE	UTIL ADMIN	130.89
119413	KELLER, CLINT		WATER/SEWER OPERATION	434.55
119414	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
119415	LABRECQUE, RICHARD &		GARBAGE	5.72
119416	LAKEWOOD SCHOOL DIST	MITIGATION FEES	SCHOOL MIT FEES	12,870.00
119417	LANE, EMMETT & TRACY		WATER/SEWER OPERATION	125.62
119418	LEWIS, DAVID & STEPH		WATER/SEWER OPERATION	210.10
119419	LOBE, HOWARD J		WATER/SEWER OPERATION	18.48
119420	LUTZ, BRYAN & JACQUE		WATER/SEWER OPERATION	150.68
119421	MARTINEZ, JASON D.		WATER/SEWER OPERATION	51.85
119422	MARYSVILLE AWARDS	PLAQUE	EXECUTIVE ADMIN	384.02

DATE: 9/13/2017
 TIME: 1:17:08PM

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/7/2017 TO 9/13/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119423	MARYSVILLE DOG OWNER	2017 HOTEL/MOTEL REIMBURSEMENT	HOTEL/MOTEL TAX	2,820.00
119424	MARYSVILLE PRINTING	ENVELOPES	FINANCE-GENL	319.12
	MARYSVILLE PRINTING		POLICE PATROL	633.87
119425	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	10,864.00
119426	MARYSVILLE SCHOOL	CITATIONS MAY-JULY	COURTS-GENL GOVMNT	6,154.14
119427	MCGLOAN, KRISTI		WATER/SEWER OPERATION	14.30
119428	MCGRATH CONSULTING	SUBMISSION DRAFT REPORT	PERSONNEL ADMINISTRATIO	10,142.00
119429	MIZELL, TARA	REIMBURSE FUEL EXPENSE	PARK & RECREATION FAC	15.00
119430	MODULAR SPACE	TRAILER RENTAL PAYMENT	WATER QUAL TREATMENT	111.90
	MODULAR SPACE		WASTE WATER TREATMENT F	111.90
	MODULAR SPACE		STORM DRAINAGE	111.91
119431	MULCH, CHRIS & MICHE		WATER/SEWER OPERATION	22.40
119432	NW HOME RENOVATORS L		WATER/SEWER OPERATION	42.32
119433	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	7.52
	OFFICE DEPOT		ENGR-GENL	7.52
	OFFICE DEPOT		UTIL ADMIN	10.75
	OFFICE DEPOT		COMMUNITY SERVICES UNIT	18.53
	OFFICE DEPOT		ENGR-GENL	28.07
	OFFICE DEPOT		UTIL ADMIN	34.44
	OFFICE DEPOT		ENGR-GENL	44.63
	OFFICE DEPOT		POLICE PATROL	51.27
	OFFICE DEPOT		POLICE INVESTIGATION	54.59
	OFFICE DEPOT		CITY COUNCIL	57.21
	OFFICE DEPOT		EXECUTIVE ADMIN	57.43
	OFFICE DEPOT		POLICE PATROL	61.42
	OFFICE DEPOT		PRO ACT TEAM	61.75
	OFFICE DEPOT	OFFICE SUPPLY WARRANTY	POLICE ADMINISTRATION	65.45
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	75.06
	OFFICE DEPOT		PURCHASING/CENTRAL STOF	76.80
	OFFICE DEPOT		COMMUNITY SERVICES UNIT	87.32
	OFFICE DEPOT		COMMUNITY SERVICES UNIT	88.14
	OFFICE DEPOT		POLICE PATROL	137.40
	OFFICE DEPOT		OFFICE OPERATIONS	150.43
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	248.23
	OFFICE DEPOT		POLICE PATROL	347.31
	OFFICE DEPOT		EXECUTIVE ADMIN	352.63
	OFFICE DEPOT		POLICE PATROL	385.58
	OFFICE DEPOT		POLICE ADMINISTRATION	466.39
	OFFICE DEPOT	CUPS	DETENTION & CORRECTION	676.59
119434	PACIFIC NW SCALE	SCALE CALIBRATION	OFFICE OPERATIONS	234.51
119435	PARR LUMBER CO	STAKES	COMMUNITY DEVELOPMENT-	52.94
119436	PEDEN, JESSICA & MIK		WATER/SEWER OPERATION	26.33
119437	PILCHUCK RENTALS	SODCUTTER RENTAL	PARK & RECREATION FAC	76.37
	PILCHUCK RENTALS	SCAFFOLD RENTAL	PARK & RECREATION FAC	122.19
	PILCHUCK RENTALS	SWING AND BUCKET RENTAL	STORM DRAINAGE	343.66
119438	PLATT ELECTRIC	EXIT SIGN	COURT FACILITIES	205.10
	PLATT ELECTRIC	LIGHT BULBS	COURT FACILITIES	234.67
119439	PLATT, ERIC		WATER/SEWER OPERATION	15.50
119440	PO LLC		WATER/SEWER OPERATION	473.67
119441	POSTAL SERVICE	POSTAGE	COMMUNITY DEVELOPMENT-	55.36
	POSTAL SERVICE		UTIL ADMIN	196.52
119442	POWELL, KEVIN & GRET		WATER/SEWER OPERATION	24.96
119443	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	7.37
	PUD	ACCT #2052-8364-1	STREET LIGHTING	8.82
	PUD	ACCT #2050-2647-6	STREET LIGHTING	10.71
	PUD	ACCT #2021-7786-1	PUMPING PLANT	15.12
	PUD	ACCT #2045-8436-1	STREET LIGHTING	16.71
	PUD	ACCT #2050-2647-6	STREET LIGHTING	16.76
	PUD	ACCT #2045-8436-1	STREET LIGHTING	22.14
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	39.09
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	45.77

DATE: 9/13/2017
TIME: 1:17:08PM

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 9/7/2017 TO 9/13/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119443	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	54.48
	PUD	ACCT #2023-6819-7	PUMPING PLANT	83.28
	PUD	ACCT #2025-7611-2	STREET LIGHTING	124.33
	PUD	ACCT #2033-4458-5	STREET LIGHTING	199.43
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	258.25
	PUD	ACCT #2008-1280-8	PUMPING PLANT	264.93
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	281.16
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,593.15
	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,763.25
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,362.34
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,389.72
119444	PUGET SOUND SECURITY	KEYS MADE	PARK & RECREATION FAC	58.91
119445	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	UTIL ADMIN	14,826.71
119446	RICOH USA, INC.	PRINTER/COPIER CHARGES	COMMUNITY CENTER	14.55
	RICOH USA, INC.		OFFICE OPERATIONS	16.26
	RICOH USA, INC.		PROPERTY TASK FORCE	65.68
	RICOH USA, INC.		WASTE WATER TREATMENT F	82.89
	RICOH USA, INC.		PROBATION	101.42
	RICOH USA, INC.		PARK & RECREATION FAC	103.37
	RICOH USA, INC.		ENGR-GENL	123.55
	RICOH USA, INC.		UTIL ADMIN	208.42
	RICOH USA, INC.		POLICE PATROL	253.58
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	339.48
119447	RICOH USA, INC.		COMMUNITY CENTER	27.81
	RICOH USA, INC.		PARK & RECREATION FAC	36.41
	RICOH USA, INC.		MUNICIPAL COURTS	39.62
	RICOH USA, INC.		OFFICE OPERATIONS	57.01
	RICOH USA, INC.		PROPERTY TASK FORCE	75.04
	RICOH USA, INC.		ENGR-GENL	144.14
	RICOH USA, INC.		WASTE WATER TREATMENT F	196.18
	RICOH USA, INC.		PROBATION	212.75
	RICOH USA, INC.		POLICE PATROL	261.15
	RICOH USA, INC.		UTIL ADMIN	290.34
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	584.80
119448	ROBERT DUBY		WATER/SEWER OPERATION	74.97
119449	RODRIGUEZ, SANDRA F		WATER/SEWER OPERATION	236.04
119450	ROSE, DIANA	REIMBURSE MILEAGE/PARKING	EXECUTIVE ADMIN	108.08
119451	SCHLUMPF, ALTHEA		WATER/SEWER OPERATION	392.67
119452	SCHUMACHER, DAVE		WATER/SEWER OPERATION	302.93
119453	SEATOWN ELECTRIC	REFUND ELECTRICAL PERMIT FEES	COMMUNITY DEVELOPMENT	75.00
119454	SHRED-IT US	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
119455	SMALLWOOD, KRISTIN		WATER/SEWER OPERATION	93.98
119456	SMITH, KENT & CARON		WATER/SEWER OPERATION	123.60
119457	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	81,868.03
119458	SOFTWAREONE INC	ADOBE PHOTOSHOP-PARKS	COMMUNITY EVENTS	377.74
119459	SONITROL	SECURITY MONITORING SERVICES	SUNNYSIDE FILTRATION PLAI	258.70
119460	SOUND SAFETY	BOOTS-KEEFE	UTIL ADMIN	106.38
	SOUND SAFETY	JEANS AND BOOTS-BLACKWELL	COMMUNITY DEVELOPMENT-	177.00
119461	SOUTHARD, MARK & STE		WATER/SEWER OPERATION	23.66
119462	SOUTHERN COMPUTER	SCANSNAP	OFFICE OPERATIONS	460.96
119463	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERT	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
119464	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIOI	2,043.40
119465	SUPERIOR PRINTING	TRANSITION TO KEY BANK SUPPLIE	GENERAL FUND	-114.04
	SUPERIOR PRINTING		FINANCE-GENL	1,367.27
119466	SURPLUS AMMO & ARMS	KNEE PADS	POLICE PATROL	64.35
119467	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLY EXPENSE	DETENTION & CORRECTION	294.50
119468	THE ESTATE OF HAROLD		WATER/SEWER OPERATION	15.82
119469	THORSON, KAYLA		WATER/SEWER OPERATION	373.97

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 9/7/2017 TO 9/13/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119470	TREMBLAY, MARK		WATER/SEWER OPERATION	343.76
119471	TULALIP CHAMBER	BBH (1)	CITY COUNCIL	28.00
119472	TYLER BUSINESS FORMS	PR & AP CHECK STOCK	GENERAL FUND	-74.47
	TYLER BUSINESS FORMS		GENERAL FUND	-21.10
	TYLER BUSINESS FORMS		FINANCE-GENL	253.01
	TYLER BUSINESS FORMS		FINANCE-GENL	892.77
119473	TYLER TECHNOLOGIES	PR POSITIVE PAY FILE MODIFICAT	FINANCE-GENL	3,187.00
119474	UGLUM, SCOTT		WATER/SEWER OPERATION	145.80
119475	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	361.48
119476	VERBECK SR, BEV & RO		WATER/SEWER OPERATION	200.00
119477	WAPRO	TRAINING-VANDERSCHEL	POLICE TRAINING-FIREARMS	175.00
119478	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	2,596.13
	WASTE MANAGEMENT		RECYCLING OPERATION	3,151.47
119479	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
119480	WEED GRAAFSTRA	LEGAL SERVICES	GMA - STREET	28.00
119481	WESTERN GRAPHICS	VEHICLE GRAPHICS	POLICE PATROL	714.61
119482	WHYTE, BEVERLY		WATER/SEWER OPERATION	20.46
119483	YEREBECK, SUSAN		WATER/SEWER OPERATION	176.16

WARRANT TOTAL:

255,696.73

REASON FOR VOIDS:

- UNCLAIMED PROPERTY
- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST/DAMAGED IN MAIL

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 25, 2017

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the September 20, 2017 claims in the amount of \$925,179.92 paid by EFT transactions and Check No. 119484 through 119643 with Check No. 118704 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-9

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 **\$925,179.92 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 119484 THROUGH 119643 WITH CHECK NO. 118704 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 **25th DAY OF SEPTEMBER 2017.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

DATE: 9/20/2017
TIME: 8:56:27AM

**CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/14/2017 TO 9/20/2017**

PAGE: 1

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119484	LICENSING, DEPT OF	CPL BATCH 9/20/17	GENERAL FUND	273.00
119485	LICENSING, DEPT OF	DEALER LICENSE BATCH 9/20/17	GENERAL FUND	125.00
119486	LICENSING, DEPT OF	CPL BATCH 9/20/17	GENERAL FUND	372.00
119487	ACLARA TECHNOLOGIES	ENCODERS	WATER SERVICE INSTALL	29,462.40
119488	ALPINE PRODUCTS INC	STENCIL	TRANSPORTATION MANAGEM	150.45
	ALPINE PRODUCTS INC	CHEVROM HUMPS	TRANSPORTATION MANAGEM	833.11
119489	AMERICAN CLEANERS	DRY CLEANING	COMMUNITY SERVICES UNIT	20.62
	AMERICAN CLEANERS		YOUTH SERVICES	22.86
	AMERICAN CLEANERS		POLICE ADMINISTRATION	73.21
	AMERICAN CLEANERS		OFFICE OPERATIONS	86.20
	AMERICAN CLEANERS		DETENTION & CORRECTION	87.93
	AMERICAN CLEANERS		POLICE PATROL	258.68
119490	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	40.71
	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	70.75
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	90.89
119491	AXIOM DIVISION 7 INC	RELEASE RETAINAGE	WATER/SEWER OPERATION	5,925.00
119492	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	COMMUNITY CENTER	173.28
119493	BARNETT, DAVID & VAL		WATER/SEWER OPERATION	121.36
119494	BAUMRUCKER, ALAN		WATER/SEWER OPERATION	60.70
119495	BERRY, JUSTIN		WATER/SEWER OPERATION	112.41
119496	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	1,838.61
	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,519.04
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	3,376.75
119497	BOND, KEVIN	REIMBURSE MEAL-TRAINING	PURCHASING/CENTRAL STOF	11.19
119498	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
	BOUFFIOU, VALERIE		MUNICIPAL COURTS	925.00
	BOUFFIOU, VALERIE		MUNICIPAL COURTS	1,110.00
119499	BRAKE AND CLUTCH	VALVES	EQUIPMENT RENTAL	97.03
119500	BROWN, NENKA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119501	CAPITAL INDUSTRIES	CONTAINERS	SOLID WASTE OPERATIONS	268.66
	CAPITAL INDUSTRIES		SOLID WASTE OPERATIONS	12,119.92
	CAPITAL INDUSTRIES		SOLID WASTE OPERATIONS	12,119.92
119502	CEMEX	PAY ESTIMATE #7	ARTERIAL STREET-GENL	33,774.91
119503	CENTRAL WELDING SUPP	JACKET, EAR MUFFS AND KIT CRED	ER&R	-638.61
	CENTRAL WELDING SUPP	BROOMS, SAFETY GLASSES AND GLO	ER&R	442.84
	CENTRAL WELDING SUPP	TSHIRTS, WIPES AND EAR PLUGS	ER&R	458.16
	CENTRAL WELDING SUPP	JACKETS, EAR MUFFS AND KITS	ER&R	574.72
	CENTRAL WELDING SUPP		ER&R	638.61
119504	CHAMPION BOLT	COMPARTMENT AND SPRING	SMALL ENGINE SHOP	23.80
119505	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,020.82
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,061.66
119506	CHENNAULT, KARI	REIMBURSE SPECIAL EVENT/LUNCH	UTIL ADMIN	374.46
119507	CLARK, WANDA L		WATER/SEWER OPERATION	30.61
119508	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	60.84
	COMCAST		BAXTER CENTER APPRE	60.84
119509	COMMERCE DEPT OF	DWSRF-STILLY IMPROVEMENTS	ENTERPRISE D/S	23,351.77
	COMMERCE DEPT OF		ENTERPRISE D/S	222,397.81
119510	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	84.00
	COOP SUPPLY		K9 PROGRAM	109.55
	COOP SUPPLY	TRAPS AND BAIT STATIONS	WASTE WATER TREATMENT F	201.74
	COOP SUPPLY	TRAPS	WASTE WATER TREATMENT F	296.58
119511	CORE & MAIN LP	RATCHET WRENCH AND SAW	WATER SERVICES	186.73
119512	COUNTRY GREEN TURF	SOD	PARK & RECREATION FAC	39.28
119513	CRIDER, TAWNYA	REFUND CLASS FEES	PARKS-RECREATION	76.00
119514	CRMA INVESTMENTS LLC		WATER/SEWER OPERATION	36.81
119515	CRYSTAL SPRINGS	INVOICE FEE	WASTE WATER TREATMENT F	3.00
	CRYSTAL SPRINGS		SOLID WASTE OPERATIONS	3.00
119516	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	17.88
	CTS LANGUAGE LINK		COURTS	18.44
	CTS LANGUAGE LINK		COURTS	125.00

DATE: 9/20/2017
TIME: 8:56:27AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/14/2017 TO 9/20/2017

PAGE: 2

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119517	CUZ CONCRETE PROD	CATCH BASINS	STORM DRAINAGE	258.44
119518	DELL	MDC'S	POLICE INVESTIGATION	2,412.49
119519	DESMOND, DANIEL & AP		WATER/SEWER OPERATION	36.87
119520	DIAMOND B CONSTRUCT	HEAT PUMP REPAIR	MAINT OF GENL PLANT	383.84
	DIAMOND B CONSTRUCT	CIRCUIT BOARD AND TRANSFORMER	PUBLIC SAFETY BLDG	655.27
	DIAMOND B CONSTRUCT	FAN UNIT REPLACEMENT	WASTE WATER TREATMENT F	1,037.86
119521	DICKS TOWING	TOWING EXPENSE-44867D	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-ADK0997	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-00427	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-37868	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-38096	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-39539	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-39703	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-39750	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-40008	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-40429	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-41044	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-42722	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-43170	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-43704	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-43864	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-44796	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-44955	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-45032	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-45649	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-45742	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-45762	POLICE PATROL	43.64
119522	DIGITAL DOLPHIN SUPP	TONER CREDIT	POLICE ADMINISTRATION	-351.79
	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-37.56
	DIGITAL DOLPHIN SUPP		GENERAL FUND	-16.38
	DIGITAL DOLPHIN SUPP	TONER CREDIT	GENERAL FUND	29.34
	DIGITAL DOLPHIN SUPP	TONER	POLICE INVESTIGATION	196.29
	DIGITAL DOLPHIN SUPP		POLICE ADMINISTRATION	450.21
119523	DISCOUNTCELL INC	HOLSTERS AND CABLES	INFORMATION SERVICES	-9.56
	DISCOUNTCELL INC		COMPUTER SERVICES	114.54
119524	DOPPS, MARIA C.	INTERPRETER SERVICES	COURTS	104.50
	DOPPS, MARIA C.		COURTS	104.50
119525	E&E LUMBER	TAPE	ER&R	11.51
	E&E LUMBER	CEDAR	WASTE WATER TREATMENT F	40.63
	E&E LUMBER	TRAYS AND LINERS	ROADWAY MAINTENANCE	51.54
	E&E LUMBER	TRASH BAGS AND TAPE	ER&R	85.81
	E&E LUMBER	PLYWOOD, PUTTY AND SILICONE	MAINT OF GENL PLANT	94.57
	E&E LUMBER	FENCE	GMA-PARKS	107.98
119526	EAGLE FENCE	REPLACE GATE	PUBLIC SAFETY BLDG	1,636.50
	EAGLE FENCE		MAINT OF GENL PLANT	1,636.50
119527	EAST JORDAN IRON WOR	LIDS	WATER SERVICES	213.33
	EAST JORDAN IRON WOR	VALVE BOXES AND LIDS	WATER SERVICES	359.16
	EAST JORDAN IRON WOR	VALVE BOXES	WATER SERVICES	404.80
	EAST JORDAN IRON WOR	VALVE BOXES AND LIDS	WATER SERVICES	627.52
	EAST JORDAN IRON WOR	VALVE BOXES	WATER SERVICES	1,206.86
	EAST JORDAN IRON WOR	MANHOLE FRAMES AND LIDS	SEWER MAIN COLLECTION	1,798.13
119528	EBIO, ERNEST		WATER/SEWER OPERATION	63.20
119529	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00

DATE: 9/20/2017
 TIME: 8:56:27AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/14/2017 TO 9/20/2017

PAGE: 3

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119529	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		MAINT OF GENL PLANT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	21.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	32.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	968.00
119530	ELLE MARIE HAIR STUD	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
119531	ENVIRONMENTAL PRODUC	VACTOR REPLACEMENT PARTS	WATER/SEWER OPERATION	-197.09
	ENVIRONMENTAL PRODUC		WATER DIST MAINS	2,362.86
119532	ERMEY, MEGAN	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
119533	EVANS, JUSTIN		WATER/SEWER OPERATION	240.57
119534	EVERETT OFFICE	CHAIRS	MUNICIPAL COURTS	1,347.39
119535	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	32.40
	EVERETT, CITY OF		WATER QUAL TREATMENT	48.60
	EVERETT, CITY OF		STORM DRAINAGE	216.00
	EVERETT, CITY OF		WASTE WATER TREATMENT F	239.00
	EVERETT, CITY OF		WASTE WATER TREATMENT F	1,361.70
	EVERETT, CITY OF	2016 SO EFFLUENT PUMP STATION	WASTE WATER TREATMENT F	45,472.81
119536	FABER, CLIFFORD L		WATER/SEWER OPERATION	58.06
119537	FASTENAL COMPANY	FASTENERS	PARK & RECREATION FAC	125.85
119538	FEDEX	SHIPPING EXPENSE	WATER SERVICES	179.51
119539	FERRELLGAS	PROPANE CHARGES	WATER SERVICE INSTALL	41.11
	FERRELLGAS		ROADWAY MAINTENANCE	41.12
	FERRELLGAS		TRAFFIC CONTROL DEVICES	41.12
	FERRELLGAS		SOLID WASTE OPERATIONS	41.12
	FERRELLGAS		ROADWAY MAINTENANCE	72.73
	FERRELLGAS		TRAFFIC CONTROL DEVICES	72.73
119540	FOURNIER, NORMAND PA		WATER/SEWER OPERATION	37.63
119541	FRONTIER COMMUNICATI	ACCT #36065894930725005	RECREATION SERVICES	30.95
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	30.96
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	32.79
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	82.30
	FRONTIER COMMUNICATI	ACCT #42533578930731175	SUNNYSIDE FILTRATION PLA	188.63
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	269.22
119542	GALLS, LLC	UNIFORM-BURNETT, D	POLICE PATROL	6.49
	GALLS, LLC		POLICE PATROL	17.40
	GALLS, LLC	UNIFORM-MARAMED	DETENTION & CORRECTION	17.40
	GALLS, LLC	UNIFORM-NISHIMURA	OFFICE OPERATIONS	17.40
	GALLS, LLC	UNIFORM-MARAMED	DETENTION & CORRECTION	47.14
	GALLS, LLC	UNIFORM-FOOTE	POLICE PATROL	81.83
	GALLS, LLC	UNIFORM-MARAMED	DETENTION & CORRECTION	560.81
	GALLS, LLC	UNIFORM-FOOTE	POLICE PATROL	572.53
	GALLS, LLC	UNIFORM-MARAMED	DETENTION & CORRECTION	578.35
	GALLS, LLC	UNIFORM-BURNETT, D	POLICE PATROL	877.70

DATE: 9/20/2017
TIME: 8:56:27AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/14/2017 TO 9/20/2017

PAGE: 4

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119543	GENUINE AUTO GLASS	WINDSHIELD REPLACEMENT	EQUIPMENT RENTAL	320.96
119544	GIGGLES ENTERTAINMEN	INSTRUCTOR SERVICES	RECREATION SERVICES	147.00
119545	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	287.85
	GRANITE CONST		ROADWAY MAINTENANCE	19,763.61
119546	GRAVITY PAYMENTS	TRANSACTION FEES	UTILITY BILLING	12,393.86
119547	GREEN RIVER CC	TRAINING-GEIST	UTIL ADMIN	200.00
	GREEN RIVER CC	TRAINING-GIEBEL	UTIL ADMIN	200.00
	GREEN RIVER CC	TRAINING-WESSEL	UTIL ADMIN	200.00
119548	GREENSHIELDS	WRENCH, SOCKETS, BINDER BAR AN	WATER DIST MAINS	316.52
119549	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		PUBLIC DEFENSE	300.00
119550	HAMMER, KAREN	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
119551	HD FOWLER COMPANY	COUPLER	WASTE WATER TREATMENT F	72.18
	HD FOWLER COMPANY	MATTING	GMA-PARKS	93.06
	HD FOWLER COMPANY	END CAPS	STORM DRAINAGE	108.96
	HD FOWLER COMPANY	SILT FENCE	GMA-PARKS	174.28
	HD FOWLER COMPANY	MATTING	GMA-PARKS	186.13
	HD FOWLER COMPANY	METER GASKET	METER READING	206.91
	HD FOWLER COMPANY	VALVE KIT	HYDRANTS	291.26
	HD FOWLER COMPANY	METER BOXES AND LIDS	WATER DIST MAINS	307.61
	HD FOWLER COMPANY	REPAIR CLAMPS	WATER SUPPLY MAINS	3,316.52
119552	HOFFMAN RESIDENCE		WATER/SEWER OPERATION	56.05
119553	HOME DEPOT	CONTRACTOR BAGS	ER&R	213.07
119554	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
119555	INDUSTRIAL SUPPLY IN	COUPLER	STORM DRAINAGE	43.91
119556	INFORMATION SERVICES	TRAINING-BOND	PURCHASING/CENTRAL STOF	150.00
119557	IRON MOUNTAIN	ROCK	GMA-PARKS	338.67
119558	J. THAYER COMPANY	DETERGENT	MAINT OF GENL PLANT	77.89
119559	JAMES W FOWLER CO	PAY ESTIMATE #17	WATER CAPITAL PROJECTS	167,412.07
119560	JONES, MELLISSA		WATER/SEWER OPERATION	115.91
119561	KDW SALAS OBRIEN	PROFESSIONAL SERVICES	WATER FILTRATION PLANT	11,250.00
119562	KELLER SUPPLY COMPAN	CLEANER AND REPAIR KITS	MAINT OF GENL PLANT	45.78
	KELLER SUPPLY COMPAN		PUBLIC SAFETY BLDG	45.78
	KELLER SUPPLY COMPAN		COURT FACILITIES	45.78
	KELLER SUPPLY COMPAN		CITY HALL	45.78
	KELLER SUPPLY COMPAN	COUPLINGS	CITY HALL	62.53
	KELLER SUPPLY COMPAN	BASE AND WAX RING	MAINT OF GENL PLANT	142.28
	KELLER SUPPLY COMPAN	VALVES	PUBLIC SAFETY BLDG	528.78
119563	KIM, JAMIE S.	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
119564	KING, LEVI		WATER/SEWER OPERATION	178.66
119565	KINGSFORD, ANDREA	REIMBURSE SPECIAL EVENT EXPENS	RECREATION SERVICES	118.69
119566	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	83.44
	KUNG FU 4 KIDS		RECREATION SERVICES	104.30
	KUNG FU 4 KIDS		RECREATION SERVICES	104.30
	KUNG FU 4 KIDS		RECREATION SERVICES	124.60
	KUNG FU 4 KIDS		RECREATION SERVICES	1,249.50
119567	LABOR & INDUSTRIES	EUL RENEWAL	POLICE PATROL	75.00
119568	LANDREVILLE, APRIL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119569	LASTING IMPRESSIONS	TOUCH A TRUCK TSHIRTS	UTIL ADMIN	236.47
	LASTING IMPRESSIONS		RECREATION SERVICES	236.48
	LASTING IMPRESSIONS	UNIFORMS	PARK & RECREATION FAC	851.80
119570	LES SCHWAB TIRE CTR	TUBELESS TIRES	EQUIPMENT RENTAL	657.91
119571	LOUTSIS, EMILY	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
119572	MAEPHIM THAI RESTAUR		GARBAGE	834.49
119573	MARYSVILLE PRINTING	OPERA HOUSE FLYERS	RECREATION SERVICES	170.20

DATE: 9/20/2017
TIME: 8:56:27AM

**CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/14/2017 TO 9/20/2017**

PAGE: 5

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119573	MARYSVILLE PRINTING	NOTICE OF CASE SETTING FORMS	MUNICIPAL COURTS	1,309.20
119574	MARYSVILLE SCHOOL	FACILITY USEAGE-TMS	RECREATION SERVICES	10.50
	MARYSVILLE SCHOOL	FACILITY USEAGE-GROVE	RECREATION SERVICES	27.00
	MARYSVILLE SCHOOL	FACILITY USEAGE-CEDARCREST	RECREATION SERVICES	96.00
	MARYSVILLE SCHOOL	FACILITY USEAGE-TMS	RECREATION SERVICES	708.00
119575	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	22.66
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	29.98
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	71.94
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST FI	PUBLIC SAFETY BLDG	118.32
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	118.50
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & I5	PARK & RECREATION FAC	131.09
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	147.26
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	157.17
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST OF	PUBLIC SAFETY BLDG	157.59
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	160.29
	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST N	GOLF ADMINISTRATION	199.03
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	200.25
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	211.23
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-TUSCAN RIDGE I	PARK & RECREATION FAC	550.69
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	652.78
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	774.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	WASTE WATER TREATMENT F	1,146.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	COURT FACILITIES	1,175.85
	MARYSVILLE, CITY OF	UTILITY SERVICE-1510 1ST ST	WASTE WATER TREATMENT F	1,985.10
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	MAINT OF GENL PLANT	2,865.03
	MARYSVILLE, CITY OF	PUBLIC DEFENDER	GMA - STREET	3,686.91
119576	MCAVOY LAW, PLLC	WITNESS FEES	PARK & RECREATION FAC	18,424.19
119577	MCFARLAND, VERNE	RENTAL DEPOSIT REFUND	PUBLIC DEFENSE	300.00
119578	MITCHELL, BROGAN	REIMBURSE SPECIAL EVENT EXPENS	MUNICIPAL COURTS	25.99
119579	MIZELL, TARA	TEXT MESSAGE ARCHIVING	GENERAL FUND	100.00
119580	MOBILEGUARD, INC.		RECREATION SERVICES	119.90
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	6.55
	MOBILEGUARD, INC.		RECREATION SERVICES	6.55
	MOBILEGUARD, INC.		SOLID WASTE OPERATIONS	6.55
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	13.10
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	13.10
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	19.65
	MOBILEGUARD, INC.		OFFICE OPERATIONS	19.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	19.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	19.65
	MOBILEGUARD, INC.		GENERAL SERVICES - OVERH	19.65
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	19.65
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	26.20
	MOBILEGUARD, INC.		STORM DRAINAGE	26.20
	MOBILEGUARD, INC.		YOUTH SERVICES	32.75
	MOBILEGUARD, INC.		POLICE INVESTIGATION	39.30
	MOBILEGUARD, INC.		WASTE WATER TREATMENT F	52.40
	MOBILEGUARD, INC.		UTIL ADMIN	52.40
	MOBILEGUARD, INC.		DETENTION & CORRECTION	72.05
	MOBILEGUARD, INC.		COMPUTER SERVICES	96.50
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	98.25
	MOBILEGUARD, INC.		POLICE PATROL	288.20
119581	MOTOR TRUCKS	COOLANT	ER&R	173.15
119582	MOUNTAIN MIST	LATE FEE	WASTE WATER TREATMENT F	0.33
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	0.33
	MOUNTAIN MIST		SEWER MAIN COLLECTION	0.34
119583	MURDER MYSTERY CO	DINNER THEATER OPERA HOUSE	OPERA HOUSE	949.00
119584	NATL TACT OFFICERS	DUES-GOLDMAN	POLICE ADMINISTRATION	150.00
119585	NEWMAN, JILL	ENTERTAINMENT 9/21/17	OPERA HOUSE	300.00

DATE: 9/20/2017
TIME: 8:56:27AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/14/2017 TO 9/20/2017

PAGE: 6

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119586	NORTHEND EXCAVATING	PAY ESTIMATE #4	GMA-STREET	-800.00
	NORTHEND EXCAVATING		GMA - STREET	16,000.00
119587	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER/SEWER OPERATION	-251.89
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	3,019.89
119588	OFFICE DEPOT	OFFICE SUPPLIES	STORM DRAINAGE	6.21
	OFFICE DEPOT		UTIL ADMIN	7.60
	OFFICE DEPOT		ENGR-GENL	7.61
	OFFICE DEPOT		OFFICE OPERATIONS	70.70
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	83.31
	OFFICE DEPOT		WASTE WATER TREATMENT F	89.45
	OFFICE DEPOT		UTIL ADMIN	94.87
	OFFICE DEPOT		WASTE WATER TREATMENT F	134.57
	OFFICE DEPOT		UTILITY BILLING	180.41
	OFFICE DEPOT		LEGAL-GENL	340.72
119589	OFFICE OF MINORITY	POLITICAL SUBDIVISION FEE	NON-DEPARTMENTAL	250.00
119590	PACIFIC POWER BATTER	BATTERY CHARGER	POLICE PATROL	286.93
119591	PARTS STORE, THE	CAR WASH SOAP	ER&R	45.76
	PARTS STORE, THE		ER&R	52.20
	PARTS STORE, THE	FILTERS AND LIGHTS	ER&R	138.35
	PARTS STORE, THE	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	186.84
119592	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	121.60
	PEACE OF MIND		CITY CLERK	192.00
119593	PERKINS, JULIE		WATER/SEWER OPERATION	34.59
119594	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	77.59
	PETROCARD SYSTEMS		ENGR-GENL	96.56
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	217.93
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	234.12
	PETROCARD SYSTEMS		PARK & RECREATION FAC	612.40
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,766.52
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,072.70
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,741.39
	PETROCARD SYSTEMS		POLICE PATROL	7,563.09
119595	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	26.91
	PGC INTERBAY LLC		PRO-SHOP	34.69
	PGC INTERBAY LLC		MAINTENANCE	34.69
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF COURSE	63.92
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	67.06
	PGC INTERBAY LLC		MAINTENANCE	94.00
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	100.00
	PGC INTERBAY LLC		PRO-SHOP	119.64
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	140.17
	PGC INTERBAY LLC		PRO-SHOP	158.15
	PGC INTERBAY LLC		MAINTENANCE	163.43
	PGC INTERBAY LLC		MAINTENANCE	192.36
	PGC INTERBAY LLC		MAINTENANCE	198.37
	PGC INTERBAY LLC		PRO-SHOP	226.59
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	254.03
	PGC INTERBAY LLC		PRO-SHOP	282.53
	PGC INTERBAY LLC		MAINTENANCE	331.60
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	346.91
	PGC INTERBAY LLC		PRO-SHOP	548.87
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	641.85
	PGC INTERBAY LLC		MAINTENANCE	731.71
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	824.43
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	945.00
	PGC INTERBAY LLC		MAINTENANCE	1,203.56
	PGC INTERBAY LLC		MAINTENANCE	1,300.89
	PGC INTERBAY LLC		MAINTENANCE	1,305.70
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	7,370.42
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF COURSE	8,278.00
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	10,466.25

DATE: 9/20/2017
TIME: 8:56:27AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/14/2017 TO 9/20/2017

PAGE: 7

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119596	PICK OF THE LITTER	GRAPHIC DESIGN	OPERA HOUSE	61.25
	PICK OF THE LITTER		PARK & RECREATION FAC	61.25
	PICK OF THE LITTER		OPERA HOUSE	435.57
119597	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-18.49
	POLICE & SHERIFFS PR		POLICE PATROL	221.59
119598	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	8.10
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	15.35
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	15.88
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	16.44
	PUD	ACCT #2213-2916-2	GMA - STREET	16.70
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	18.71
	PUD	ACCT #2020-1181-3	PUMPING PLANT	19.07
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	19.69
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	22.49
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	24.55
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	25.77
	PUD	ACCT #2200-2050-7	STREET LIGHTING	27.89
	PUD	ACCT #2048-2969-1	STREET LIGHTING	45.58
	PUD	ACCT #2035-0002-0	STREET LIGHTING	45.61
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	49.53
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	51.59
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	51.82
	PUD	ACCT #2006-6043-9	STREET LIGHTING	53.16
	PUD	ACCT #2039-9634-3	STREET LIGHTING	56.08
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	64.51
	PUD	ACCT #2211-1593-4	MAINT OF GENL PLANT	71.14
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	77.97
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	80.22
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERF	113.39
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	144.15
	PUD	ACCT #2200-2051-1	STREET LIGHTING	236.88
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	430.40
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	722.28
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	800.87
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,017.10
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,103.99
	PUD	ACCT #2016-1747-9	CITY HALL	1,321.04
	PUD	ACCT #2028-8209-8	STREET LIGHTING	9,325.49
	PUD		STREET LIGHTING	14,586.03
119599	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	10.83
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	35.94
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	35.94
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	40.72
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	41.60
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	44.55
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	51.03
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	68.46
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	148.81
119600	PUGET SOUND SECURITY	PADLOCKS	POLICE PATROL	106.77
119601	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	807.68
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,423.07
119602	PURCELL TIRE	TIRES	EQUIPMENT RENTAL	564.28
119603	RAM SPV II, LLC	TRAILER RENTAL	STORM DRAINAGE	436.40
	RAM SPV II, LLC		SEWER SERV MAINT	436.40
119604	REECE TRUCKING	PAY ESTIMATE #1	ROADWAY MAINTENANCE	3,273.00
119605	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	1,147.74
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	6,244.95
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	15,219.64
119606	ROBBINS, SUZANNE D^		WATER/SEWER OPERATION	133.28
119607	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	186.67

DATE: 9/20/2017
TIME: 8:56:27AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 9/14/2017 TO 9/20/2017

PAGE: 8

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119607	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	216.00
119608	RONGERUDE, JOHN	PUBLIC DEFENDER	PUBLIC DEFENSE	300.00
	RONGERUDE, JOHN		PUBLIC DEFENSE	300.00
	RONGERUDE, JOHN		PUBLIC DEFENSE	300.00
119609	ROSS, ROBERT & STEPH		WATER/SEWER OPERATION	14.45
119610	ROY ROBINSON	BRAKE PADS	ER&R	258.35
119611	SACKMAN, NATHAN D	INSTRUCTOR SERVICES	RECREATION SERVICES	557.95
	SACKMAN, NATHAN D		RECREATION SERVICES	658.95
119612	SALONEN, ANN MARITA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
119613	SCORE	INMATE HOUSING	DETENTION & CORRECTION	19,471.62
119614	SEA-ALASKA INDUSTRIA	PUMP #3 REBUILD	SEWER LIFT STATION	2,585.67
119615	SHERWIN WILLIAMS	PAINT	WATER FILTRATION PLANT	52.11
119616	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	4.56
	SHRED-IT US		UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US		COMMUNITY DEVELOPMENT-	4.56
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		POLICE PATROL	59.28
119617	SIMEONE, FELIPAV	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
119618	SISKUN POWER EQUIPME	CORE DRILL SHAFT	SMALL ENGINE SHOP	162.85
119619	SMOKEY POINT CONCRET	ROCK	STORM DRAINAGE	127.38
	SMOKEY POINT CONCRET		STORM DRAINAGE	448.27
119620	SNO CO PUBLIC WORKS	AID AGREEMENT-25TH AVE	TRANSPORTATION MANAGEM	4,289.44
119621	SNO CO SUPERIOR	EX PARTE FEE	GMA - STREET	30.00
119622	SONITROL	SECURITY MONITORING SERVICE	UTIL ADMIN	139.00
	SONITROL		COMMUNITY CENTER	149.00
	SONITROL		PUBLIC SAFETY BLDG	168.00
	SONITROL		PARK & RECREATION FAC	276.00
	SONITROL		MAINT OF GENL PLANT	303.00
	SONITROL		CITY HALL	348.00
	SONITROL		WASTE WATER TREATMENT F	514.19
119623	SPRINGBROOK NURSERY	TRUCK RENTAL	ROADWAY MAINTENANCE	980.00
119624	STAPLES	OFFICE SUPPLIES	UTIL ADMIN	9.85
	STAPLES		ENGR-GENL	9.86
	STAPLES		PARK & RECREATION FAC	57.48
	STAPLES		PARK & RECREATION FAC	59.83
	STAPLES		TRANSPORTATION MANAGEM	82.68
119625	STONEWAY ELECTRIC	SERVICE CHARGES	UTIL ADMIN	50.38
	STONEWAY ELECTRIC		UTIL ADMIN	167.71
119626	SUPPLYWORKS	JANITORIAL SUPPLIES	MAINT OF GENL PLANT	171.68
	SUPPLYWORKS		COURT FACILITIES	178.28
	SUPPLYWORKS		MAINT OF GENL PLANT	418.97
	SUPPLYWORKS	DEGREASER	ER&R	561.70
119627	TAB PRODUCTS CO	OFFICE SUPPLIES	PROBATION	854.52
	TAB PRODUCTS CO		MUNICIPAL COURTS	2,563.52
119628	TACOMA SCREW PRODUCT	EARPLUGS, CABLE TIES AND SPRAY	ER&R	193.13
	TACOMA SCREW PRODUCT	EXT CORDS, PAINT, SPRAY AND FL	ER&R	322.53
119629	TENDENCIA, ALMA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
119630	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG	294.31
	THYSSENKRUPP ELEVATO		CITY HALL	294.31
119631	TYLER TECHNOLOGIES	BANK CHANGES	FINANCE-GENL	400.00
	TYLER TECHNOLOGIES	SIGNATURE CHANGE EXPENSE	FINANCE-GENL	500.00
119632	UNDERWOOD, CAROL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119633	US BANK	ADMIN FEE MARLTGO07A	INTEREST & OTHER DEBT SE	126.58
	US BANK	ADMIN FEE MARLTGO07T	GOLF DEBT SERVICE	300.00
	US BANK	ADMIN FEE MARLTGOREF10	INTEREST & OTHER DEBT SE	300.00
	US BANK	ADMIN FEE MARLTGOREF13	INTEREST & OTHER DEBT SE	300.00
	US BANK	ADMIN FEE MARWAT14	ENTERPRISE D/S	300.00
	US BANK	ADMN FEE MARLID7114	INTEREST & OTHER DEBT SE	300.00
	US BANK	ADMIN FEE MARLTGOREF16	INTEREST & OTHER DEBT SE	549.04

DATE: 9/20/2017
 TIME: 8:56:27AM

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 9/14/2017 TO 9/20/2017**

PAGE: 9

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119634	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	725.34
119635	VERIZON	WIRELESS CHARGES	PURCHASING/CENTRAL STOF	22.98
	VERIZON		CRIME PREVENTION	45.96
	VERIZON		UTILITY BILLING	45.96
	VERIZON		EQUIPMENT RENTAL	68.94
	VERIZON		PROPERTY TASK FORCE	110.38
	VERIZON		FACILITY MAINTENANCE	110.38
	VERIZON		FINANCE-GENL	120.38
	VERIZON		LEGAL-GENL	128.71
	VERIZON		LEGAL - PROSECUTION	165.57
	VERIZON		RECREATION SERVICES	170.09
	VERIZON		PARK & RECREATION FAC	179.32
	VERIZON		SOLID WASTE CUSTOMER EX	183.84
	VERIZON		EXECUTIVE ADMIN	230.76
	VERIZON		MUNICIPAL COURTS	245.59
	VERIZON		COMMUNITY SERVICES UNIT	260.77
	VERIZON		YOUTH SERVICES	275.95
	VERIZON		OFFICE OPERATIONS	286.10
	VERIZON		WATER SUPPLY MAINS	320.12
	VERIZON		WATER QUAL TREATMENT	348.59
	VERIZON		GENERAL SERVICES - OVERH	386.14
	VERIZON		DETENTION & CORRECTION	413.95
	VERIZON		SOLID WASTE OPERATIONS	440.11
	VERIZON		STORM DRAINAGE	486.47
	VERIZON		COMMUNITY DEVELOPMENT-	502.07
	VERIZON		ENGR-GENL	516.30
	VERIZON		COMPUTER SERVICES	533.54
	VERIZON		POLICE INVESTIGATION	604.18
	VERIZON		WASTE WATER TREATMENT F	612.03
	VERIZON		POLICE ADMINISTRATION	798.26
	VERIZON		UTIL ADMIN	1,735.68
	VERIZON		POLICE PATROL	4,804.14
119636	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	2,330.38
119637	WESTERN EQUIPMENT	IRRIGATION PROJECT	GOLF CAPITAL OUTLAY	600.00
119638	WESTERN PETERBILT	HEATER CONTROLS	EQUIPMENT RENTAL	126.60
119639	WHISTLE WORKWEAR	BOOTS-WESSEL	UTIL ADMIN	157.96
	WHISTLE WORKWEAR	JEANS, BOOTS AND TSHIRT-WESSEL	UTIL ADMIN	261.58
119640	WSSUA	UMPIRES	RECREATION SERVICES	1,320.00
119641	YAKIMA COUNTY DOC	INMATE HOUSING	DETENTION & CORRECTION	17,846.16
119642	YAMAHA MOTOR CORP	GOLF CART LEASE	GOLF ADMINISTRATION	1,264.19
119643	YARGUS, DOROTHY		WATER/SEWER OPERATION	29.80

WARRANT TOTAL: 925,254.89

CHECK #118704 INITIATOR ERROR (74.97)

925,179.92

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

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/25/17

AGENDA ITEM:	
Astound Broadband, LLC (dba “Wave”) Telecommunications Franchise	
PREPARED BY:	DIRECTOR APPROVAL:
Colin Olivers	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
Proposed Franchise	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

Astound Broadband, LLC (dba “Wave”) has approached the City for a franchise to install fiber optic telecommunications facilities in the City rights-of-way.

Wave has an existing cable franchise, granted June 22, 2015, for the Lakewood area of the City. This is the franchise for which the City recently consented to transfer of control to Radiate Holdings. Wave is also the successor to an expired open video system franchise within the entire City, granted to Black Rock Cable, Inc. on May 11, 2006. Wave has requested that this franchise expressly replace and supersede that expired franchise.

Legal staff worked off of an existing telecommunications franchise and updated and added language to conform with current practices. From this updated starting point, City staff and Wave have negotiated the attached proposed franchise. The agreement is effective for an initial term ending December 31, 2022 and will automatically renew for an additional five years unless either party elects for the franchise to terminate.

This telecommunications franchise will also ultimately be controlled by Radiate Holdings following Wave’s sale. However, as in the context of the cable franchise, Wave will continue to operate as the responsible entity under the franchise. By the terms of this franchise, the City will not need to separately consent to the sale of Wave to Radiate Holdings.

The proposed franchise is substantially similar to the proposed franchise ordinance for MCIMetro Access Transmission Services Corp. (dba “Verizon Access Transmission Services”).

RECOMMENDED ACTION:

City staff recommends that the City Council approve, and authorize the Mayor to execute, the proposed franchise.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, SETTING FORTH THE AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND ASTOUND BROADBAND, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, D/B/A WAVE, GRANTING WAVE A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, AND REMOVE TELECOMMUNICATIONS FACILITIES WITHIN CITY RIGHTS-OF-WAY.

WHEREAS, Astound Broadband, LLC, a Washington Limited Liability Company d/b/a Wave (the “Company”) has applied for a nonexclusive franchise to construct, operate, maintain, repair, replace, and remove wired telecommunications facilities on Rights-of-Way within the City; and

WHEREAS, the Company is the successor to Black Rock Cable, Inc. (“Black Rock”) and operates under the Open Video System Franchise granted by the City to Black Rock by Ordinance No. 2629, dated November 13, 2001 (the “OVS Franchise”); and

WHEREAS, the OVS Franchise expired on May 11, 2016, and the City and Company have continued to operate under the terms and conditions of the OVS Franchise since then; and

WHEREAS, the Company and the City have engaged in negotiations regarding the Company’s right to utilize the City Rights-of-Way; and

WHEREAS, the City will authorize the Company to utilize the City Rights-of-Way subject to certain conditions and restrictions; and

WHEREAS, RCW 35A.47.040 and Chapter 35.99 RCW authorize the City to grant nonexclusive master permits or franchises for telecommunications facilities in the City Rights-of-Way; and

WHEREAS, the City and Company intend to replace and supersede the OVS Franchise with the franchise granted under this Ordinance; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS AND THE PARTIES DO HEREBY AGREE AS FOLLOWS:

Section 1. Definitions.

For the purposes of this Ordinance, the following words, terms, and phrases shall have the meanings stated in this section. When consistent 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. To the extent not defined in this section, words shall be given their common

and ordinary meaning. The word “shall” is always mandatory and not merely directory.

1.1 “Affiliate” means any corporate entity that (1) the Company owns or controls, (2) the Company is owned or controlled by, or (3) is under common ownership with the Company. Any entity in which the Company has ownership of five percent (5%) or more of the equity ownership (either voting, control, or value) or in which the Company has actual working control, in whatever manner exercised, is an Affiliate. Both the entity owned or controlled and the entity owning or controlling are Affiliates of each other.

1.2 “Cable Television Service” means the one-way transmission to subscribers of video programming or other programming service and subscriber interaction, if any, which is required for the selection or use of the video programming or other programming service.

1.3 “City” means the City of Marysville, Washington, and all the territory within its present and future boundaries and including any area over which the City exercises jurisdiction.

1.4 “City Codes” means the Marysville Municipal Code (“MMC”) and all ordinances, resolutions, standards, regulations, procedures, and policies of the City, all as currently existing or as hereafter amended or adopted.

1.5 “Communications Services” means telecommunications services or capacity provided by the Company using its Facilities, either directly or by its Affiliates, including, but not limited to, the transmission of voice, data, or other electronic information by wire, fiber optic cable, or other similar means. For purposes of this subsection, “information” means knowledge or intelligence represented by writing, signs, signals, pictures, sounds, or any other symbols. Communications Services does not include Cable Television Service or Wireless Telecommunications Services.

1.6 “Facilities” means the Company’s telecommunications system constructed and operated within the City’s Rights-of-Way. Facilities shall include all wires, fiber optic cables, cables, amplifiers, conductors, lines, conduits, ducts, manholes, pedestals, meters, and any associated converters, equipment, or other appurtenances and facilities for the purpose of providing Communications Services under this Franchise.

1.7 “Franchise” means the nonexclusive rights, privileges, obligations, and authority granted to the Company under this Ordinance. The Franchise may also be referred to as the “Master Permit” or the “Agreement.”

1.8 “Person” means any individual, corporation, partnership, association, joint venture, organization, or entity of any kind and the lawful trustee, successor, assignee, transferee, or personal representative thereof.

1.9 “Rights-of-Way” means the surface of any land and any space above or below the land previously or hereafter acquired by or dedicated to the public or the City for the purposes, in whole or in part, of public travel. Rights-of-Way includes, but is not limited to, public streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, and similar public property and areas located within the City and under the City’s jurisdiction. Rights-of-Way, for purposes of this Franchise, shall only include those areas that have been improved and/or maintained by the City. Rights-of-Way shall not include State highways. Rights-of-Way shall not

include structures, including poles and conduits, located within the Rights-of-Way.

1.10 “Wireless Telecommunications Services” means the wireless transmission of voice, data, or other electronic information by antennas and radio units whether macrocells, microcells, small cells, distributed antenna systems, or other similar means and associated support facilities including towers, poles, and base stations. Wireless Telecommunications Services does not include providing Communications Services to a site for connection to Wireless Telecommunications Services.

Section 2. Grant of Franchise.

2.1 The City hereby grants the Company a Franchise to use and occupy Rights-of-Way for the purpose of providing Communications Services, including, without limitation, the right to construct, operate, maintain, repair, replace, and remove Facilities in accordance with this Ordinance. The Company and the City recognize that the Company intends, pursuant to this Franchise, to operate and maintain a wired telecommunications system. This Franchise does not grant the Company the right to utilize Rights-of-Way to construct, operate, maintain, repair, replace, or remove any facilities to provide Wireless Telecommunications Services. However, pursuant to this Franchise, the Company may provide Communications Services as backhaul support for Wireless Telecommunications Services located on private property or otherwise constructed, operated, or maintained pursuant to a valid franchise from the City. In order to provide any other services over the Facilities, the Company shall first be required to obtain any additional governmental authorizations required by law. This Franchise replaces and supersedes the OVS Franchise.

2.2 In exercising its rights and obligations under this Franchise, the Company shall comply with all lawfully enacted City Codes. In the event of a conflict between the provisions of this Franchise and the City Codes, the more restrictive provision shall control. In addition, in exercising its rights and obligations under this Franchise, the Company shall comply with all applicable State and Federal laws and regulations.

2.3 The provisions of this Franchise are subject to the lawful exercise of the City’s police powers upon reasonable notice to the Company and nothing contained herein shall be deemed to affect the City’s authority to exercise its police powers to the fullest extent afforded by the Washington State constitution and State law. In accepting this Franchise, the Company acknowledges that its rights hereunder are subject to the police power of the City to adopt and enforce, from time to time and in a manner the City deems reasonable, general ordinances necessary for the safety, health, and welfare of the public. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation for the use of the Rights-of-Way should the Company provide services other than Communications Services.

2.4 This Franchise does not grant the Company any vested right to use any portion of the Rights-of-Way except for locations approved by the City and then subject to the terms and conditions of this Franchise and the City’s approval.

2.5 The authority granted herein to the Company is a limited authorization to construct,

operate, maintain, repair, replace, and remove Facilities in the Rights-of-Way to provide Communications Services and shall not include or be a substitute for:

2.5.1 Any other permit or authorization required for the privilege of transacting and carrying on a business within the City, including, but not limited to, a City business license; or

2.5.2 Any permit, agreement, authorization, or condition that may be required by the City for using the Rights-of-Way in connection with operations on or in the Rights-of-Way or public property, such as Rights-of-Way use permits and approved traffic control plans; or

2.5.3 Any permit, agreement, or authorization for occupying any other property of the City or private entity to which access is not specifically granted by this Franchise, including, but not limited to, permits, agreements, or authorizations for placing devices on poles, in conduits, or in or on other structures.

2.6 This Franchise only conveys limited rights and interests as to the Rights-of-Way in which the City has an actual interest. The Franchise is not a warranty of title or interest, does not provide the Company with any representation as to any location of a Right-of-Way or the nature of the City's interest in any Rights-of-Way, and does not provide the Company with any interest in any particular location within the Rights-of-Way. The Franchise does not grant the Company any right to install any Facilities on any City property other than Rights-of-Way, upon any private property without the owner's consent, or upon any public or privately owned utility poles or conduits. To the extent the Company's use of a Right-of-Way is inconsistent with the terms, conditions, or provisions by which the Right-of-Way was created, dedicated, or is presently used, the Franchise grants the Company no right to construct, operate, maintain, repair, replace, or remove Facilities from that Right-of-Way.

2.7 This Franchise shall not be construed as to deprive the City of any rights or privileges that the City now has or may hereafter have to regulate the use and control of the Rights-of-Way and public property. Nothing in this Franchise shall limit or expand the City's right of eminent domain under State law and the Company acknowledges that its use of the space in the Rights-of-Way, but not the actual Facilities themselves, shall have no value for purposes of eminent domain compensation. If at any time the City exercises its authority to vacate all or any portion of any Right-of-Way pursuant to this Franchise, the City shall not be liable for any damages or loss to the Company because of such vacation. The City may, upon ninety (90) days written notice to the Company, terminate this Franchise with respect to any such vacated area.

2.8 The rights and privileges granted under this Franchise are not exclusive. The Franchise is subject to all prior rights, interests, easements, or licenses granted by the City or its predecessors to any Person to use any property, Rights-of-Way, easement, right, interest, or license. The City reserves the right to approve the use of Rights-of-Way for any purpose not incompatible with the Company's rights under this Franchise. The City reserves the right to grant additional franchises upon the same or similar terms at any time and to any Person, provided, however, that such additional grants will not operate to materially modify, revoke, or terminate any rights granted to the Company under this Franchise. The grant of any additional franchise alone shall not constitute a modification, revocation, or termination of rights previously granted to the Company.

2.9 This Franchise does not establish any priority for the use of the Rights-of-Way by the Company or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the Rights-of-Way, the first priority shall be to the City in the performance of its various functions, the second priority shall be to the public generally, and thereafter the City, in exercise of its powers, in a reasonable and non-discriminatory manner shall determine priority between users.

2.10 To the extent that any of the Rights-of-Way within the City are a part of the State highway system and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation regulations, the Company shall comply with said requirements in addition to City Codes. The Company shall correct any noncompliant Facilities identified by the City or by any other local, State, or Federal governmental entity.

Section 3. Term.

3.1 Term. This Franchise shall be in effect from the date of acceptance, as set forth in section 17, until December 31, 2022, unless earlier terminated or revoked.

3.2 Renewal. This Franchise will automatically renew for an additional five (5) year period, upon the same terms and conditions, unless either party, prior to October 1, 2022, informs the other in writing that it wants the Franchise to expire on December 31, 2022.

3.3 Failure to Renew. If neither party indicates its desire for the Franchise to expire as provided in section 3.2 and the parties fail to formally renew this Franchise prior to December 31, 2027, the Franchise will automatically renew month to month until formally renewed or until either party gives written notice, at least ninety (90) days in advance, of its intent to have the Franchise expire.

Section 4. Use of Rights-of-Way.

4.1 Installation of Facilities. Subject to the City Codes, the Company may construct, operate, maintain, repair, replace, and remove its Facilities in, over, under, across, and along the City's Rights-of-Way, as necessary and appurtenant to the provision of its Communications Services.

4.2 Site Specific Agreements. Prior to constructing, installing, or operating any Facility on any City owned structure within a Right-of-Way or installing any Facility which will occupy, more than de minimisly (i.e. a fiber optic cable protruding), the surface of a Right-of-Way (such as utility poles, monopoles, cell towers, vaults, power supplies, etc.), the Company must first enter into a site specific agreement with the City in a form agreed to by the Parties. The City has sole discretion to enter into a site specific agreement and may refuse to do so, among other reasons, where another facility is available for co-location or where a Facility at the given location is not necessary to the Company's provision of Communications Services.

4.3 Permits Required for Construction. Prior to doing any work in the Rights-of-Way, the Company shall apply for, and obtain, appropriate permits from the City including Right-of-Way permits and construction permits. As part of the permitting or approval process, the City may impose, in addition to the requirements contained in this Franchise, such reasonable conditions and regulations as are necessary: (1) to protect any structures in the Rights-of-Way and the

public's use of the Rights-of-Way for pedestrian and vehicular traffic; (2) to provide for the proper restoration of the Rights-of-Way; and (3) to protect the public health, safety, and welfare.

4.3.1 Applications for any required permits or authorizations shall be made, processed, and approved in accordance with applicable City Codes in effect at the time of application. The Company shall assure that all applications, whether submitted by the Company, its employees, agents, or contractors clearly identifies that the work is being done for the benefit of the Company and pursuant to this Franchise.

4.3.2 All permits or authorizations issued for the Company's Facilities or related to its Communications Services are subject to the provisions of this Franchise and the Company, its employees, agents, or contractors shall comply with the provisions of this Franchise whether incorporated into such permit or authorization or not.

4.3.3 The Company shall pay all generally applicable fees for the permit or authorization in accordance with the City Codes in effect at the time of application.

4.3.4 The City may require the Company's Facilities be installed at a particular time, at a particular place, or in a particular manner as a condition of access to a particular Right-of-Way and may deny access if the Company is not willing to comply with the City's requirements.

4.3.5 If the City reasonably determines that the work covered by an application presents a potential for disruption of traffic, injury, damage, or expense to the City if not correctly and timely completed, the City may require the Company to provide an assurance device, in a form acceptable to the City, prior to issuance of a permit or approval. Such project specific assurance device will be in addition to any general assurance devices required by this Franchise.

4.3.6 The City, following advance written notice of not less than thirty (30) days, may require the Company, at its own expense, to modify or remove any Facilities not authorized by this Franchise or installed without prior City approval. The City may remove the Facilities at the Company's sole expense if the Company fails to do so within the time period established by the City.

4.4 General Standards.

4.4.1 All work authorized and required hereunder shall be done in a safe, thorough, and workmanlike manner. All work authorized and required hereunder shall comply with the City permit or authorization, City Codes, and Federal and State law and regulations.

4.4.2 All installation of the Facilities shall be durable and installed in accordance with good engineering practices and industry standards in effect on the date the permits and authorizations are issued for the affected Facilities.

4.4.3 The Company, its employees, agents, and contractors shall comply with all applicable Federal, State, and City safety requirements, rules, regulations, laws, and practices in effect on the date the permits and authorizations are issued for the affected Facilities. By way of illustration and not limitation, this includes the National Electric Code, National Electrical Safety Code, and Occupational Safety and Health Administration (OSHA) Standards.

4.4.4 The Company represents that it is familiar with Chapter 19.122 RCW and understands and will comply with local procedures and practices relating to the one call locator service program. The Company and the City shall each comply with their respective obligations pursuant to Chapter 19.122 RCW.

4.5 Coordination. The Company agrees to cooperate with the City's Public Works Department to identify and evaluate the portions of Rights-of-Way necessary for the Company to serve its customers. Priority shall be given to use of those portions of Rights-of-Way where construction can be coordinated with other City and private construction activities, which will least impact the existing condition of the Rights-of-Way, will least impact traffic during construction, and will least impact adjacent neighborhoods during construction and after installation. Sources for planned City and private construction activities include the City's Capital Facilities Plan, Comprehensive Plan, Comprehensive Utility Plan, written construction and planning schedules, and pending development, right-of-way, and construction applications.

4.5.1 Thirty (30) days after acceptance of this Franchise and annually thereafter, the Company shall submit to the City's Public Works Department a plan that shows all major work anticipated to be done in the Rights-of-Way for up to the next five (5) years, to the extent that the development of such plans is reasonably advanced. The City will utilize the plan to identify conflicts and opportunities for coordination between users of the Rights-of-Way. The Company's plan shall be informational only and shall not obligate the Company to undertake any particular project or work. The Company shall identify any portions of its plan that the Company in good faith believes is not subject to disclosure under Chapter 42.56 RCW, shall mark such portions "Confidential," and shall provide a citation to the statutory basis for non-disclosure. The City will exercise its sole legal judgment in responding to a public records request. The City will provide the Company with notification of any anticipated disclosure at least five (5) business days prior to such disclosure to provide the Company an opportunity to obtain a court order preventing disclosure in the event the City intends to disclose a portion of the Company's plan marked "Confidential."

4.5.2 The City adopts a Capital Facilities Plan from time to time, which identifies the roadway projects that the City anticipates constructing during the term of the Capital Facilities Plan. The City will provide the Company a copy of the City's Capital Facilities Plan after acceptance of this Franchise and after adoption of an updated plan during the term of this Franchise.

4.5.3 Within thirty (30) days of acceptance of this Franchise, the Company shall provide the City an email address for the City to add to an email list. The City will communicate substantial (more than 500 lineal feet) roadway projects to this email list in order to provide the Company an opportunity to plan to install Facilities with minimal interruption.

4.5.4 Access to Open Trenches.

4.5.4.1 The Company will be entitled to reasonable access to open City utility trenches, provided that such access does not interfere with the City's placement of utilities or increase the cost to the City thereby. The Company shall pay the City the actual cost to the City resulting from providing the Company access to an open trench, including without limitation the

pro rata share of the costs of access to an open trench and any costs associated with the delay of the completion of a public works project.

4.5.4.2 The Company shall provide the City and other utility providers or franchise holders access to its open trenches, provided that: (1) such access does not interfere with the Company's Facilities, (2) the other utility provider or franchise holder agrees to reasonable terms of use, including reasonable costs or fees, and (3) the other utility provider or franchise holder has agreed to similar terms to provide access to its trenches.

4.5.4.3 The City will use reasonable efforts to include the Company in any platting process within the City and will exercise reasonable efforts to include, as a condition of issuing a permit for open trenching to any utility or developer, that: (a) the utility or developer give the Company at least fourteen (14) days advance written notice of the availability of the open trench and (b) that the utility or developer provide the Company with reasonable access to the open trench.

4.5.5 If the Company receives email notice of a substantial roadway project and fails to coordinate installation of its Facilities and thereafter seeks to trench, excavate, bore, or cut the street or overlay within five (5) years, the Public Works Director or designee may require additional roadway restoration. The Company agrees that such additional required roadway restoration may include full-width patching extending five (5) feet beyond the Company's disruption of the Right-of-Way.

4.5.6 Subject to receiving reasonable advance written notice, the Company shall have the opportunity to have a representative attend and participate in meetings of the City regarding Rights-of-Way issues that may impact the Company's Facilities.

4.5.7 In all cases, the Company shall utilize existing poles and conduit wherever possible and shall not install new poles. Where the Company will place Facilities underground, and whenever reasonably practical, the Company shall utilize joint trenching and shared bores or cuts and shall work with other providers (such as telecommunications, cable, gas, electric utilities, or the City), licensees, permittees, and franchisees to reduce as far as possible the number of Right-of-Way disturbances.

4.5.8 To the extent practicable, the Company will install its Facilities in a manner that allows other users to collocate with the Company. This includes installing larger diameter conduit where financially reasonable and making the conduit available for additional facilities upon reasonable terms.

4.5.9 The Public Works Director, or designee (e.g., the City Engineer), will be authorized to approve the use by the Company of such Rights-of-Way requested by the Company, and the final decision regarding the use of the Rights-of-Way will remain in the sole discretion of the Public Works Director or designee in accordance with Federal and State law.

4.6 Emergencies.

4.6.1 City's Direction. During unforeseen emergencies that create a threat to the public health, safety, or welfare, the City may require the Company to promptly remove, relocate,

adjust, or secure its Facilities, at the Company's sole expense. If the Company fails, neglects, or refuses to promptly remove, relocate, adjust, or secure its Facilities, the City may perform such work or cause it to be done at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days. The provisions of this section shall survive the expiration, revocation, or termination of the Franchise.

4.6.2 Company's Determination. In the event that the Company determines that emergency repairs are necessary, the Company shall immediately notify the City of the need for such repairs. The Company may thereafter initiate such emergency repairs, and shall apply for appropriate permits, within forty-eight (48) hours after the emergency is abated.

4.7 Location of Facilities.

4.7.1 As Built. The Company shall provide to the City upon request and at no cost, a copy of all as-built plans, maps, and records, including revealing the final location and condition of its Facilities within the Rights-of-Way. Such records shall be provided in a format reasonably acceptable to the City.

4.7.2 GIS Mapping. The Company shall comply with City requirements regarding geographic information systems mapping for users of the Rights-of-Way that are in effect on the date the permits and authorizations are issued for the affected Facilities.

4.8 Safety and Least Interference.

4.8.1 The Company shall construct, operate, maintain, repair, replace, and remove Facilities in a manner that prevent injury to Persons, the City's property, or property belonging to any other Person. The Company, at its own expense, shall construct, operate, maintain, repair, replace, or remove its Facilities to keep them in good repair and safe condition. Any work on the Facilities shall be properly safeguarded for the prevention of accidents.

4.8.2 The Company's construction, operation, maintenance, repair, replacement, or removal of its Facilities shall be done in a manner that causes the least interference with the public's travel upon the Rights-of-Way and the rights and reasonable convenience of the abutting property owners and residents. The Company's Facilities shall be constructed, operated, maintained, repaired, replaced, and removed in a manner that causes the least interference with sewers, water pipes, City facilities, or other facilities that may have been located in the Rights-of-Way. The Company shall not interfere with travel and use of public places by persons during the construction, operation, maintenance, repair, replacement, or removal of Facilities and shall not obstruct or impede traffic, except to the extent necessary.

4.8.3 The provisions of this section 4.8 shall survive the expiration, revocation, or termination of the Franchise.

4.9 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 users, the Company shall give reasonable advance notice to private property owners or residents located within one hundred

feet (100') of the Company's Facilities of trenching work that may interfere with the use of property.

4.10 Restoration of Property.

4.10.1 The Company, while constructing, operating, maintaining, repairing, replacing, or removing its Facilities shall exercise commercially reasonable efforts to protect adjoining public and private property from damage. If damage occurs, the Company shall coordinate directly with the property owner and shall resolve the issue, consistent with industry practice, in a reasonable timeframe.

4.10.2 Whenever the Company disturbs or damages any Rights-of-Way or adjoining public or private property the Company shall promptly restore, at the Company's own cost, the Rights-of-Way or property to at least its prior condition, excepting normal wear and tear. The Company shall use its best efforts to complete the restoration as soon as practicably possible, considering the nature of the work to be performed, but in no event more than thirty (30) days following completion of the work.

4.10.3 The Company shall be responsible for the maintenance, repair, or reconstruction of any of its work in the Right-of-Way, in a condition acceptable to the City, until the earlier of (a) two years from the completion of the work or (b) until the Right-of-Way in which the work is located is reconstructed, repaved, or resurfaced by the City. In no event will the Company be obligated to address normal wear and tear or other conditions unrelated to a failure of its work or materials. The Company shall endeavor to complete the maintenance, repair, or reconstruction within the time specified by the City, which shall not be less than seventy-two (72) hours. If the Company fails to maintain, repair, or reconstruct the Right-of-Way to the City's satisfaction within the time specified by the City, the City may cause the maintenance, repair, or reconstruction to be done at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days.

4.10.4 Whenever a new street is completed or an overlay of an existing street has been completed within five (5) years of a newly proposed trench, excavation, bore, or cut, additional roadway restoration shall be required as determined by the Public Works Director or designee. The Company agrees that such additional required roadway restoration may include full-width patching extending five (5) feet beyond the Company's disruption of the Right-of-Way.

4.10.5 The provisions of this section 4.10 shall survive the expiration, revocation, or termination of the Franchise.

4.11 Undergrounding. The Company shall place underground, at the Company's expense unless stated otherwise, all of its Facilities that are located or are to be located above or within the Rights-of-Way of the City in the following cases:

(a) All other existing utilities are required to be placed underground by Federal or State law or regulation or the City Codes;

- (b) The Company is unable to get pole attachment agreement permits from pole owners;
- (c) Underground easements are obtained from developers of new residential areas; or
- (d) When required by City Codes or applicable State or federal law.

4.11.1 Whenever the City may require the undergrounding of all aerial utilities, except electrical utilities, the Company shall underground its aerial Facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground Facilities will be approved by the City, following consultation with the Company. Where other utilities are present and involved in the undergrounding project, the Company shall only be required to pay its fair share of the common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of the Company's Facilities. "Common costs" shall include necessary costs not specifically attributable to the 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 of all other utility facilities being undergrounded.

4.11.2 If an ordinance is passed creating a local improvement district which involves placing underground all utilities, except electrical utilities, including the Company's Facilities which are currently located overhead, the Company shall participate in such underground project and shall remove poles, cables, overhead wires, and other Facilities within such district if requested to do so and place such Facilities underground. If such undergrounding of the Company's Facilities is part of such a project, the costs thereof shall be included in such local improvement district.

4.11.3 In those areas and portions of the City where the transmission or distribution facilities of any utilities providing telephone service and any utilities providing electric service are underground or hereafter are placed underground, then the Company shall likewise construct, operate, and maintain all of its transmission and distribution Facilities underground. Amplifiers and connectors in the Company's transmission and distribution lines may be in appropriate enclosures upon or above the surface of the ground in locations approved by the City, provided that the Company and the City enter into a site specific agreement as detailed in section 4.2. Upon sufficient notice, work shall be done at the same time as other facilities that are placed underground and all work shall be done consistent with City Codes and to minimize impact on streets and neighborhoods.

4.11.4 The Company shall use conduit or its functional equivalent to the greatest extent possible for undergrounding. Cable and conduit shall be utilized which meets the highest industry standards for electronic performance and resistance to interference or damage from environmental factors. The Company shall use and construct, in conjunction and coordination with other utility companies or providers, common trenches for underground construction whenever available and possible.

4.11.5 The provisions of this section 4.11 shall survive the expiration, revocation, or termination of the Franchise.

4.12 Removal or Relocation

4.12.1 Safety and Free Passage. If the City, in its sole discretion, determines that an emergency exists or that a Facility unduly burdens or endangers the safe and free passage of traffic on the Rights-of-Way, the Company shall modify, replace, relocate, remove, or disconnect the Facilities in the time specified by the City's notice. If the Company fails to modify, replace, relocate, remove, or disconnect the Facilities within the time specified by the City or if the City determines that the City must immediately undertake the modification, replacement, relocation, removal, or disconnection, the City may cause the modification, replacement, relocation, removal, or disconnection to be done at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days.

4.12.2 Movement for City Purposes. For any City project, the City may require the Company to modify, replace, relocate, remove, or disconnect its Facilities at the Company's sole expense, so long as the requirements are applied in a non-discriminatory manner. The City will make a reasonable effort to provide the Company with an alternate location within the Rights-of-Way. The City will endeavor to provide at least sixty (60) days written notice to the Company prior to the modification, replacement, relocation, removal, or disconnection of the Company's Facilities and will attempt to minimize the impact on the Company's Facilities. If the Company fails to modify, replace, relocate, remove, or disconnect the Facilities within the time specified by the City, the City may cause the modification, replacement, relocation, or removal to be done at the Company's sole expense. The City will bill the Company for any expense incurred, including any costs or expenses incurred by the City due to the Company's delay within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days.

4.12.3 Movement for Other Franchise Holders. If any removal, replacement, modification or disconnection of the Company's Facilities is required to accommodate the construction, operation, or repair of the facilities or equipment of another City franchise holder or user of the Rights-of-Way, the Company shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible Person. The Company may require that the costs associated with the removal, replacement, modification, or disconnection of the Facilities be paid by the benefited Person, and the Company may require a reasonable deposit of the estimated payment in advance.

4.12.4 When no longer needed to provide its Communications Services, the Company shall not remove any underground Facilities that require excavation, trenching, or other opening of the Rights-of-Way to remove the Facilities. The Company may remove any underground Facilities from the Rights-of-Way installed in a manner such that the Facility can be removed without excavation, trenching, or other opening of the Rights-of-Way.

4.12.5 The provisions of this section 4.12 shall survive the expiration, revocation, or termination of the Franchise.

4.13 Temporary Changes for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance written notice, the Company shall temporarily raise, lower,

or remove its Facilities as necessary to permit the moving of a building, vehicle, equipment, or other work. The expense of such temporary changes must be paid by the permit holder and the Company may require a reasonable deposit of the estimated payment in advance.

4.14 **Reservation of City's Use of Rights-of-Way.** Nothing in this Franchise shall prevent the City from constructing sewers, grading, paving, repairing, or altering any Rights-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 the Company's Facilities.

4.15 **Tree Trimming.** To the extent a City owned tree interferes with the Company's Facilities, the Company may prune or cause to be pruned, using proper pruning practices, the City's tree upon receiving the City's approval, which will not unreasonably be withheld. In the event of an emergency, the Company may trim the tree and thereafter provide the City notice of the emergency and the tree trimming with forty-eight (48) hours.

4.16 **Inspection of Construction and Facilities.** The City may inspect any of the Company's Facilities after forty-eight (48) hours written notice, or, in case of an emergency, upon demand without prior notice.

4.17 **Work by Agents, Contractors, and Subcontractors.** The Company's agents, contractors, and subcontractors shall be properly licensed and bonded in accordance with the City Codes and State law. Work by agents, contractors, and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by the Company. The Company shall be responsible for all work performed by its agents, contractors, and subcontractors as if the work were performed by the Company. The Company 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 any agents, contractors, or subcontractors. The Company is responsible for ensuring that agents, contractors, and subcontractors are familiar with the requirements of this Franchise and applicable laws.

Section 5. Fees.

5.1 Recovery of Costs.

5.1.1 The Company shall be subject to a one-time administrative fee of two thousand dollars (\$2,000.00) for the City's costs relating to the administration of this Franchise. The Company agrees to pay such administrative fee upon acceptance of this Franchise.

5.1.2 The Company shall reimburse the City within thirty (30) days of receiving an itemized billing from the City for incurred costs, itemized by project, for the Company's proportionate share of all actual, identified expenses incurred by the City as a result of the presence of the Company's Facilities in the Rights-of-Way. This may include the City's expenses in planning, constructing, installing, repairing, altering, or maintaining any City facility. Additionally, the Company shall reimburse the City's actual expenses incurred by the City that are directly related to receiving and approving a permit, license, or franchise and to inspecting plans and construction pursuant to this Franchise.

5.2 Allowable Taxes. Nothing provided herein shall exempt or otherwise limit the Company's obligation to pay any applicable tax required by the Marysville Municipal Code or any other applicable law or regulation, so long as such tax is permitted by federal and/or Washington law. The Company's failure to pay any permitted applicable tax required by the Marysville Municipal Code or any other applicable law or regulation shall constitute a material breach of the Franchise.

5.3 In the event that any payment due to the City under this Franchise, except for allowable taxes, is not received by the City by the date due, interest will be charged from the due date at the rate of twelve percent (12%) per annum.

5.4 Acceptance of Payment. No acceptance of any payment by the City shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this Franchise. The Company's payment to the City shall not be construed as an acknowledgement by the Company that the amount paid is the correct amount and the Company reserves the right to subsequently seek to recover any amount of such payments in the event of an erroneous overpayment or for other lawful reasons.

5.5 Pursuant to RCW 35.21.860, the City is precluded from imposing a franchise fee on a "telephone business" as defined in RCW 82.16.010 or a "service provider" as defined in RCW 35.99.010, for the use of the City's Rights-of-Way, except for actual administrative expenses directly related to the franchise or any tax authorized by State law. The Company hereby warrants that its operations, as authorized under this Franchise, are those of a "telephone business" as defined in RCW 82.16.010 or as a "service provider" as defined in RCW 35.99.010. As a result, the City currently lacks the authority to impose any franchise fee under the terms of this Franchise, other than as described herein.

5.6 The City reserves its right to impose a franchise fee, in accordance with State or Federal law, on the Company for purposes other than to recover its administrative expenses, if the Company's operations as authorized by this Franchise change such that the Company's uses of the Rights-of-Way are not those of a "telephone business" as defined in RCW 82.16.010, those of a "service provider" as defined in RCW 35.99.010, or if State or Federal law is amended to allow the imposition of such a franchise fee. The City further reserves the right to require the Company to obtain a separate franchise for its use of City Rights-of-Way to the extent the Company's use is not as a "telephone business" as defined in RCW 82.16.010 or as a "service provider" as defined in RCW 35.99.010.

Section 6. Hold Harmless and Indemnity.

6.1 The Company shall indemnify, defend, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, costs, and expert witness fees, arising out of or in connection with the construction, operation, maintenance, repair, replacement, and removal of the Company's Facilities or the Company's actions under this Franchise, whether by the Company, its agents, servants, employees, contractors, subcontractors, or assigns, except for injuries and damages caused by the sole negligence of the City, its agents, officers, employees, volunteers, or assigns.

In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify the Company thereof (and in any event prior to the date that Company's rights to defend such claim or demand would be prejudiced), and the Company shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action is commenced against the City based upon any such claim or demand, it shall likewise promptly notify the Company thereof, and the Company shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

6.2 Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of the bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Company and the City, its officers, officials, employees, agents, and volunteers, the Company's liability hereunder shall be only to the extent of the Company's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Company's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

6.3 To the extent not covered by the indemnity requirements of section 6.1, the Company shall indemnify, defend, and hold the City harmless from any and all claims, injuries, damages, losses, or suits against, or payable by, the City arising out of or resulting from, directly or indirectly, the Company's failure to remove, adjust, or relocate any of its Facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

6.4 In various provisions of this Franchise, the Company is obligated to take action at the direction of the City within a specified time (see i.e. and without limitation, section 4.10.3.3, 4.12.1) and the City is thereafter empowered to undertake such actions at the sole expense of the Company if the Company fails to accomplish the action within the specified time. The City's actions in such a situation are termed the "City's Remedial Actions" for purposes of this section. To the extent not covered by the indemnity requirements of section 6.1, the Company shall indemnify, defend, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits against, or payable by, the City arising out of or resulting from, directly or indirectly, the actions of the City, its officers, officials, employees, agents, and volunteers in undertaking the City's Remedial Actions under this Franchise. The Company and the City agree that the Company's indemnification for the City's Remedial Actions includes indemnification for the sole negligence of the City, its officers, officials, employees, agents, and volunteers and further agree that this indemnification obligation is separate, additional to, and severable from the Company's other indemnification obligations under this Franchise.

6.5 The provisions of this section 6 shall survive the expiration, revocation, or termination of the Franchise.

Section 7. Insurance.

7.1 General Requirement. The Company shall procure and maintain for the duration of this

Franchise, and until all Facilities are removed from Rights-of-Way or abandoned in place, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Franchise or involve the Company.

7.2 No Limitation. The Company's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Company to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or equity.

7.3 Minimum Insurance Limits. The Company shall maintain in full force and effect, at its own cost and expense, each of the following policies of insurance:

7.3.1 Commercial General Liability insurance with limits of no less than Five Million dollars (\$5,000,000) per occurrence and Five Million dollars (\$5,000,000) general aggregate for personal injury, bodily injury, and property damage. Coverage shall include but not be limited to: blanket contractual; premises; operations; independent contractors; stop gap liability; personal injury; products and completed operations; broad form property damage; explosion, collapse, and underground; and employer's liability.

7.3.2 Commercial Automobile Liability insurance with minimum combined single limit of Five Million dollars (\$5,000,000) per accident for bodily injury and property damage with respect to each of the Company's owned, hired, and non-owned vehicles assigned to or used in the construction, operation, maintenance, repair, replacement, or removal of its Facilities.

7.3.3 Worker's Compensation insurance as required by the Industrial Insurance laws of the State of Washington.

7.3.4 Excess Liability or Umbrella Coverage in the amount of Two Million dollars (\$2,000,000).

7.4 Endorsements. The Company's insurance policies, excluding Worker's Compensation, are to contain, or be endorsed to contain:

7.4.1 That they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Company's insurance and shall not contribute with it.

7.4.2 That the City, its officers, officials, employees, agents, and volunteers are to be covered as, and have the rights of, additional insureds.

7.5 Verification of Coverage. The Company shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Franchise upon acceptance of this Franchise. 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. The Company hereby warrants that its insurance policies satisfy the requirements of this Franchise.

7.6 Acceptability of Insurers. Insurance obtained by the Company is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

7.7 Notice of Cancellation. Provided that the insurer will do so, each policy of insurance shall provide that a written notice of cancellation shall be delivered to the City thirty (30) days in advance of the effective date thereof. Otherwise, the Company shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice. Regardless, the Company shall provide a replacement policy and shall maintain continuous, uninterrupted insurance coverage, in at least the amounts required, for the duration of the Franchise.

7.8 The provisions of this section 7 shall survive the expiration, revocation, or termination of the Franchise.

Section 8. Financial Assurances.

8.1 Surety Bond. No later than thirty (30) days following acceptance of this Franchise, the Company shall establish and provide to the City, as security for the faithful performance by the Company of all of the provisions of this Franchise, a performance bond, from a surety or financial institution acceptable to the City, in the amount of twenty-five thousand dollars (\$25,000).

8.1.1 The performance bond may be drawn upon by the City for purposes including, but not limited to, the following: (1) failure of the Company 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 the Company; (3) monetary remedies or damages assessed against the Company due to default or breach of Franchise requirements.

8.1.2 The City will give the Company written notice of its intent to withdraw from the surety bond pursuant to this section. Within thirty (30) days following notice that such withdrawal has occurred, the Company shall restore the surety bond to the full amount required by section 8.1. The Company's maintenance of the surety bond shall not be construed to excuse faithful performance by the Company, limit the liability of the Company to the amount of the surety bond, or otherwise limit the City's recourse to any other remedy available at law or in equity.

8.1.3 The Company shall have the right to appeal to the Chief Administrative Official for reimbursement in the event the Company believes that the surety bond was drawn upon improperly. Any funds the City erroneously or wrongfully withdraws from the surety bond shall be returned to the Company.

8.2 Other Bonds. The Company shall comply with any other bonding requirements provided for in the City Codes. Further, if the City reasonably determines that the work covered by an application presents a potential for disruption of traffic, injury, damage, or expense to the City if not correctly and timely completed, the City may require the Company to provide an assurance device, in a form acceptable to the City, prior to issuance of a permit or approval.

Section 9. Civil Penalties and Additional Relief.

9.1 The Company, and any officers, directors, employees, agents, contractors, or other Person acting on behalf of the Company, failing to comply with any of the provisions of this Franchise, shall be subject to a civil penalty and abatement in the manner and to the extent provided for in the City Codes.

9.2 In addition to any penalty which may be imposed by the City, and to the extent that a violation of this Franchise results in damage to City property or Rights-of-Way, the Company shall be responsible for the cost of restoring the affected area to its condition prior to the violation.

9.3 Notwithstanding any other provision herein, the City and the Company may seek legal or equitable relief to enjoin any act or practice and abate any condition, which constitutes or will constitute a violation of the applicable provisions of this Franchise, when civil or criminal penalties are inadequate to effect compliance. In addition to the penalties otherwise set forth in this section 9, the Company and the City acknowledge that any pattern of violations with respect to any material provision of this Franchise, consisting of three (3) or more such violations within a period of twelve (12) consecutive months, may further result in the revocation of any Rights-of-Way use agreement, Rights-of-Way use permit, facilities lease, other such authorization, or this Franchise.

9.4 Nothing in this section shall be construed as limiting any remedies the City or the Company may have, at law or in equity, for enforcement of this Franchise.

Section 10. Modifications of Terms and Conditions.

The City and the Company hereby reserve the right to alter, amend, or modify the terms and conditions of this Franchise and any permit issued thereunder upon written agreement by both parties to such alteration, amendment, or modification. The City Council of the City of Marysville must approve any alteration, amendment, or modification of this Ordinance prior to it being signed by the City.

Section 11. Abandonment or Non-Use of Facilities.

11.1 In the event this Franchise expires, is terminated, or the Company discontinues commercial use of any Facility located in the Rights-of-Way for a period of one hundred eighty (180) consecutive days or longer, the City may, upon written notice to the Company, require removal of any or all such Facilities from the Rights-of-Way within ninety (90) days. If the Company fails to remove the specified Facilities within the time specified, the City may cause removal of the specified Facilities at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days.

11.2 Notwithstanding any other provision of this Franchise, the City may permit, by written notice, the Company to abandon any or all Facilities in place. The City's written notice will specify a date certain, no earlier than ninety (90) days after the date of the notice, prior to which the Company may remove its Facilities in accordance with this Franchise and after which the

Facilities will be considered abandoned in place. Upon being abandoned in place, the Facilities shall become the property of the City and the Company shall submit to the City an instrument, in writing and approved by the City Attorney, transferring ownership of the Facilities to the City.

11.3 The provisions of this section 11 shall survive the expiration, revocation, or termination of this Franchise.

Section 12. Severability.

If any term, provision, condition, or portion of this Franchise shall be held to be invalid or unconstitutional for any reason, the portion declared invalid shall be severable and the remaining portions of this Franchise shall be enforceable unless to do so would be inequitable or would result in a material change in the rights and obligations of the parties hereunder.

Section 13. Transferability.

The rights and privileges granted to the Company as provided in this Franchise may only be assigned or transferred to another Person with the prior written approval of the City, which will not be unreasonably withheld, conditioned, or delayed. However, the Company, following thirty (30) days written notice to the City, may assign this Franchise to an Affiliate, provided the Affiliate has the legal, technical, financial, and other qualifications to own, hold, construct, operate, maintain, repair, replace, and remove the Facilities for the purpose of providing Communications Services and agrees, in writing, to be fully liable to the City for compliance with all terms and conditions of this Franchise. The City is under no obligation to investigate the Company's then existing compliance with the Franchise and the failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 14. General Enforcement.

In the event that the City believes that the Company has not complied with any terms of the Franchise or the City Codes, other than sections 4.6, 4.10.3, or 4.12.1, the City may discuss the violation with the Company or may issue a written notice to cure the default. The City's notice to cure the default will include the actions to be taken to remedy the default and the timeframe, which shall be no less than thirty (30) days, within which the Company should accomplish the actions. The Company will thereafter have the time specified in the notice to cure the default to correct the default or, if the Company believes that the actions cannot be taken within the time specified, respond with a timeline for diligently accomplishing the actions and diligently complete those actions on the identified timeline.

Section 15. Termination.

Except as otherwise provided herein, this Franchise may be terminated, without penalty or further liability, as follows:

(a) Upon thirty (30) days written notice by the City if the Company fails to cure a default for payment of amounts due under this Franchise or the City Codes within that thirty (30) day period, provided that the City may not terminate for the non-payment of taxes under section 5.2 if the Company provides written notice to the City that it contests the legality of the taxes

imposed and provides a good faith basis for challenging the legality of the taxes imposed under section 5.2;

(b) Upon thirty (30) days written notice by either party if the other party commits a non-monetary material default and fails to commence curing such default within that thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period; or

(c) Upon ninety (90) days written notice by the Company for economic reasons or if the location or the Facilities are or become unacceptable under the Company's design or engineering specifications for its communications system.

Section 16. Effective Date.

16.1 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.

16.2 The effective date of this Franchise shall be the date of acceptance as specified in section 17, but in no event prior to five days after publication of this Ordinance by summary.

Section 17. Franchise Acceptance.

Within forty-five (45) days of the adoption of this Ordinance by the City Council, the Company shall execute and return to the City two fully executed acceptance forms, in the form attached to this Ordinance. In the event the Company fails to accept this Franchise, the Franchise shall be null and void and the Company shall have no rights or privileges hereunder.

Section 18. Miscellaneous.

18.1 This Franchise constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, and other agreements concerning the subject matter contained herein. Any amendments to this Franchise must be in writing, approved by the City Council, and executed by both parties.

18.2 This Franchise shall be binding on and inure to the benefit of the permitted successors and permitted assignees of the respective parties.

18.3 Any notice or demand required to be given herein shall be made by United States mail or reliable overnight courier to the address of the respective parties set forth below:

To the City:	To the Company:
City of Marysville Attn: Chief Administrative Officer 1049 State Avenue Marysville, WA 98270	Astound Broadband, LLC d/b/a Wave Attn: Byron Springer, EVP 401 Kirkland Parkplace, Suite 500 Kirkland, WA 98033

With a required copy to: City of Marysville Attn: City Attorney 1049 State Avenue Marysville, WA 98270	
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The City or the Company may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

18.4 This Franchise shall be governed by the laws of the State of Washington.

18.5 In any case where the approval or consent of one party hereto is required, requested, or otherwise to be given under this Franchise, such party shall not unreasonably delay or withhold its approval or consent.

18.6 All amendments and exhibits annexed hereto form material parts of this Franchise.

18.7 This Franchise may be executed in duplicate counterparts, each of which shall be deemed an original.

18.8 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 rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.

18.9 Venue for any dispute related to this Franchise shall be in Snohomish County Superior Court in Everett, Washington.

18.10 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 that would indicate any such relationship with the other.

18.11 The failure of the either party at any time to require performance by the other of any provision hereof shall in no way affect the right of such party thereafter to enforce the same, nor shall the waiver by such party 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.

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

_____, 2017.

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)

Acceptance of Franchise

In accordance with and subject to Ordinance No. _____, constituting a Franchise Agreement between the City of Marysville (“the City”) and Astound Broadband, LLC, d/b/a Wave (“the Company”), the Company hereby submits this Acceptance of Franchise to the City.

The Company hereby unconditionally accepts and agrees to comply with all terms, provisions, and conditions of the Franchise Agreement.

Enclosed herewith is a certificate of insurance in accordance with Section 7.5 of the Franchise Agreement. Also enclosed herewith is the Company’s check in the amount of \$2,000 in accordance with section 5.1.1 of the Franchise Agreement, which amount is for the City’s costs relating to the administration of the Franchise Agreement.

The Company hereby certifies that the undersigned is a duly authorized officer of the Company with the authority to execute this Acceptance of Franchise.

Astound Broadband LLC, dba Wave

By: _____

Name: _____

Its: _____

State of Washington)
 ss.
County of King)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

My appointment expires: _____

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/25/17

AGENDA ITEM:	
MCIMetro Access Transmission Services Corp. Telecommunications Franchise	
PREPARED BY:	DIRECTOR APPROVAL:
Colin Olivers	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
Proposed Franchise	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

MCIMetro Access Transmission Services Corp. (dba “Verizon Access Transmission Services”) has approached the City for a franchise to install fiber optic telecommunications facilities in the City rights-of-way. Legal staff worked off of an existing telecommunications franchise and updated and added language to conform to current practices. From this updated starting point, City staff and Verizon Access Transmission Services have negotiated the attached proposed franchise. The agreement is effective for an initial term ending December 31, 2022 and will automatically renew for an additional five years unless either party elects for the franchise to terminate. The proposed franchise is substantially similar to the proposed franchise ordinance for Astound Broadband, LLC (dba “Wave”).

RECOMMENDED ACTION:

City staff recommends that the City Council approve, and authorize the Mayor to execute, the proposed franchise.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, SETTING FORTH THE AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND MCIMETRO ACCESS TRANSMISSION SERVICES CORP., A DELAWARE CORPORATION, D/B/A VERIZON ACCESS TRANSMISSION SERVICES, GRANTING VERIZON ACCESS TRANSMISSION SERVICES A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, AND REMOVE TELECOMMUNICATIONS FACILITIES WITHIN CITY RIGHTS-OF-WAY.

WHEREAS, MCImetro Access Transmission Services Corp, a Delaware corporation d/b/a Verizon Access Transmission Services (the “Company”) has applied for a nonexclusive franchise to construct, operate, maintain, repair, replace, and remove wired telecommunications facilities on Rights-of-Way within the City; and

WHEREAS, the Company and the City have engaged in negotiations regarding the Company’s right to utilize the City Rights-of-Way; and

WHEREAS, the City will authorize the Company to utilize the City Rights-of-Way subject to certain conditions and restrictions; and

WHEREAS, RCW 35A.47.040 and Chapter 35.99 RCW authorize the City to grant nonexclusive master permits or franchises for telecommunications facilities in the City Rights-of-Way;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS AND THE PARTIES DO HEREBY AGREE AS FOLLOWS:

Section 1. Definitions.

For the purposes of this Ordinance, the following words, terms, and phrases shall have the meanings stated in this section. When consistent 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. To the extent not defined in this section, words shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

1.1 “Affiliate” means any corporate entity that (1) the Company owns or controls, (2) the Company is owned or controlled by, or (3) is under common ownership with the Company. Any entity in which the Company has ownership of five percent (5%) or more of the equity ownership (either voting, control, or value) or in which the Company has actual working control, in whatever manner exercised, is an Affiliate. Both the entity owned or controlled and the entity owning or controlling are Affiliates of each other.

1.2 “Cable Television Service” means the one-way transmission to subscribers of video programming or other programming service and subscriber interaction, if any, which is required for the selection or use of the video programming or other programming service.

1.3 “City” means the City of Marysville, Washington, and all the territory within its present and future boundaries and including any area over which the City exercises jurisdiction.

1.4 “City Codes” means the Marysville Municipal Code (“MMC”) and all ordinances, resolutions, standards, regulations, procedures, and policies of the City, all as currently existing or as hereafter amended or adopted.

1.5 “Communications Services” means telecommunications services or capacity provided by the Company using its Facilities, either directly or by its Affiliates, including, but not limited to, the transmission of voice, data, or other electronic information by wire, fiber optic cable, or other similar means. For purposes of this subsection, “information” means knowledge or intelligence represented by writing, signs, signals, pictures, sounds, or any other symbols. Communications Services does not include Cable Television Service or Wireless Telecommunications Services.

1.6 “Facilities” means the Company’s telecommunications system constructed and operated within the City’s Rights-of-Way. Facilities shall include all wires, fiber optic cables, cables, amplifiers, conductors, lines, conduits, ducts, manholes, pedestals, meters, and any associated converters, equipment, or other appurtenances and facilities for the purpose of providing Communications Services under this Franchise.

1.7 “Franchise” means the nonexclusive rights, privileges, obligations, and authority granted to the Company under this Ordinance. The Franchise may also be referred to as the “Master Permit” or the “Agreement.”

1.8 “Person” means any individual, corporation, partnership, association, joint venture, organization, or entity of any kind and the lawful trustee, successor, assignee, transferee, or personal representative thereof.

1.9 “Rights-of-Way” means the surface of any land and any space above or below the land previously or hereafter acquired by or dedicated to the public or the City for the purposes, in whole or in part, of public travel. Rights-of-Way includes, but is not limited to, public streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, and similar public property and areas located within the City and under the City’s jurisdiction. Rights-of-Way, for purposes of this Franchise, shall only include those areas that have been improved and/or maintained by the City. Rights-of-Way shall not include State highways. Rights-of-Way shall not include structures, including poles and conduits, located within the Rights-of-Way.

1.10 “Wireless Telecommunications Services” means the wireless transmission of voice, data, or other electronic information by antennas and radio units whether macrocells, microcells, small cells, distributed antenna systems, or other similar means and associated support facilities including towers, poles, and base stations. Wireless Telecommunications Services does not include providing Communications Services to a site for connection to Wireless Telecommunications Services.

Section 2. Grant of Franchise.

2.1 The City hereby grants the Company a Franchise to use and occupy Rights-of-Way for the purpose of providing Communications Services, including, without limitation, the right to construct, operate, maintain, repair, replace, and remove Facilities in accordance with this Ordinance. The Company and the City recognize that the Company intends, pursuant to this Franchise, to operate and maintain a wired telecommunications system. This Franchise does not grant the Company the right to utilize Rights-of-Way to construct, operate, maintain, repair, replace, or remove any facilities to provide Wireless Telecommunications Services. However, pursuant to this Franchise, the Company may provide Communications Services as fronthaul and backhaul support for Wireless Telecommunications Services located on private property or otherwise constructed, operated, or maintained pursuant to a valid franchise from the City. In order to provide any other services over the Facilities, the Company shall first be required to obtain any additional governmental authorizations required by law.

2.2 In exercising its rights and obligations under this Franchise, the Company shall comply with all lawfully enacted City Codes. In the event of a conflict between the provisions of this Franchise and the City Codes, the more restrictive provision shall control, provided that if such more restrictive provision is contained in this Franchise and is inconsistent with a City ordinance adopted after the effective date of this ordinance or any State or Federal law or regulation, such provision shall not apply. In addition, in exercising its rights and obligations under this Franchise, the Company shall comply with all applicable State and Federal laws and regulations.

2.3 The provisions of this Franchise are subject to the lawful exercise of the City's police powers upon reasonable notice to the Company and nothing contained in this Franchise shall be deemed to affect the City's authority to exercise its police powers to the fullest extent afforded by the Washington State constitution and State law. In accepting this Franchise, the Company acknowledges that its rights hereunder are subject to the police power of the City to adopt and enforce, from time to time and in a manner the City deems reasonable, general ordinances necessary for the safety, health, and welfare of the public. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional statutorily authorized compensation for the use of the Rights-of-Way should the Company provide services other than Communications Services.

2.4 This Franchise does not grant the Company any vested right to use any portion of the Rights-of-Way except for locations approved by the City and then subject to the terms and conditions of this Franchise and the City's approval.

2.5 The authority granted herein to the Company is a limited authorization to construct, operate, maintain, repair, replace, and remove Facilities in the Rights-of-Way to provide Communications Services and shall not include or be a substitute for:

2.5.1 Any other permit or authorization required for the privilege of transacting and carrying on a business within the City, including, but not limited to, a City business license; or

2.5.2 Any permit, agreement, authorization, or condition that may be required by the City for using the Rights-of-Way in connection with operations on or in the Rights-of-Way or

public property, such as Rights-of-Way use permits and approved traffic control plans; or

2.5.3 Any permit, agreement, or authorization for occupying any other property of the City or private entity to which access is not specifically granted by this Franchise, including, but not limited to, permits, agreements, or authorizations for placing devices on poles, in conduits, or in or on other structures.

2.6 This Franchise only conveys limited rights and interests as to the Rights-of-Way in which the City has an actual interest. The Franchise is not a warranty of title or interest, does not provide the Company with any representation as to any location of a Right-of-Way or the nature of the City's interest in any Rights-of-Way, and does not provide the Company with any interest in any particular location within the Rights-of-Way. The Franchise does not grant the Company any right to install any Facilities on any City property other than Rights-of-Way, upon any private property without the owner's consent, or upon any public or privately owned utility poles or conduits. To the extent the Company's use of a Right-of-Way is inconsistent with the terms, conditions, or provisions by which the Right-of-Way was created, dedicated, or is presently used, the Franchise grants the Company no right to construct, operate, maintain, repair, replace, or remove Facilities from that Right-of-Way.

2.7 This Franchise shall not be construed as to deprive the City of any rights or privileges that the City now has or may hereafter have to regulate the use and control of the Rights-of-Way and public property. Nothing in this Franchise shall limit or expand the City's right of eminent domain under State law and the Company acknowledges that its use of the Rights-of-Way shall have no value. If at any time the City exercises its authority to vacate all or any portion of any Right-of-Way, the City shall not be liable for any damages or loss to the Company because of such vacation. The City may, upon ninety (90) days written notice to the Company, terminate this Franchise with respect to any such vacated area. The City, when vacating a Right-of-Way where the Company has lawfully placed its Facilities, may, if practicable, reserve an easement for the Company's continued use and enjoyment.

2.8 The rights and privileges granted under this Franchise are not exclusive. The Franchise is subject to all prior rights, interests, easements, or licenses granted by the City or its predecessors to any Person to use any property, Rights-of-Way, easement, right, interest, or license. The City reserves the right to approve the use of Rights-of-Way for any purpose not incompatible with the Company's rights under this Franchise. The City reserves the right to grant additional franchises upon the same or similar terms at any time and to any Person, provided, however, that such additional grants will not operate to materially modify, revoke, or terminate any rights granted to the Company under this Franchise. The grant of any additional franchise alone shall not constitute a modification, revocation, or termination of rights previously granted to the Company.

2.9 This Franchise does not establish any priority for the use of the Rights-of-Way by the Company or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the Rights-of-Way, the first priority shall be to the City in the performance of its various functions, the second priority shall be to the public generally, and thereafter the City, in exercise of its powers, shall determine priority between users.

2.10 To the extent that any of the Rights-of-Way within the City are a part of the State highway system and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation regulations, the Company shall comply with said requirements in addition to City Codes. The Company shall correct any noncompliant Facilities identified by the City or by any other local, State, or Federal governmental entity.

Section 3. Term.

3.1 Term. This Franchise shall be in effect from the date of acceptance, as set forth in section 17, until December 31, 2022, unless earlier terminated or revoked.

3.2 Renewal. This Franchise will automatically renew for an additional five (5) year period, upon the same terms and conditions, unless either party, prior to October 1, 2022, informs the other in writing that it wants the Franchise to expire on December 31, 2022.

3.3 Failure to Renew. If neither party indicates its desire for the Franchise to expire as provided in section 3.2 and the parties fail to formally renew this Franchise prior to December 31, 2027, the Franchise will automatically renew month to month until formally renewed or until either party gives written notice, at least ninety (90) days in advance, of its intent to have the Franchise expire.

Section 4. Use of Rights-of-Way.

4.1 Installation of Facilities. Subject to the City Codes, the Company may construct, operate, maintain, repair, replace, and remove its Facilities in, over, under, across, and along the City's Rights-of-Way, as necessary and appurtenant to the provision of its Communications Services.

4.2 Site Specific Agreements. Prior to constructing, installing, or operating any Facility on any City owned structure within a Right-of-Way or installing any Facility which will occupy more than a de minimis amount of the surface of a Right-of-Way (i.e. a fiber optic cable protruding), the Company must first enter into a site specific agreement with the City in a form agreed to by the Parties. Without limitation, such Facilities may include, but not be limited to, utility poles, monopoles, cell towers, vaults, and power supplies. The City has sole discretion to enter into a site specific agreement and may refuse to do so, among other reasons, where another facility is available for co-location or where a Facility at the given location is not necessary to the Company's provision of Communications Services.

4.3 Permits Required for Construction. Prior to doing any work in the Rights-of-Way, the Company shall apply for, and obtain, appropriate permits from the City including Right-of-Way permits and construction permits. As part of the permitting or approval process, the City may impose, in addition to the requirements contained in this Franchise, such reasonable conditions and regulations as are necessary (1) to protect any structures in the Rights-of-Way and the public's use of the Rights-of-Way for pedestrian and vehicular traffic; (2) to provide for the proper restoration of the Rights-of-Way; and (3) to protect the public health, safety, and welfare.

4.3.1 Applications for any required permits or authorizations shall be made, processed, and approved in accordance with applicable City Codes in effect at the time of application. The

Company shall assure that all applications, whether submitted by the Company, its employees, agents, or contractors clearly identifies that the work is being done for the benefit of the Company and pursuant to this Franchise.

4.3.2 All permits or authorizations issued for the Company's Facilities or related to its Communications Services are subject to the provisions of this Franchise and the Company, its employees, agents, or contractors shall comply with the provisions of this Franchise whether incorporated into such permit or authorization or not.

4.3.3 The Company shall pay all generally applicable fees for the permit or authorization in accordance with the City Codes in effect at the time of application.

4.3.4 The City may reasonably require the Company's Facilities be installed at a particular time, at a particular place, or in a particular manner as a condition of access to a particular Right-of-Way and may deny access if the Company is not willing to comply with the City's reasonable requirements.

4.3.5 If the City reasonably determines that the work covered by an application presents a potential for disruption of traffic, injury, damage, or expense to the City if not correctly and timely completed, the City may require the Company to provide an assurance device, in a form acceptable to the City, prior to issuance of a permit or approval. Such project specific assurance device will be in addition to any general assurance devices required by this Franchise.

4.3.6 The City, following advance written notice of not less than thirty (30) days, may require the Company, at its own expense, to modify or remove any Facilities not authorized by this Franchise or installed without prior City approval. The City may remove the Facilities at the Company's sole expense if the Company fails to do so within the time period established by the City.

4.4 General Standards.

4.4.1 All work authorized and required hereunder shall be done in a safe, thorough, and workmanlike manner. All work authorized and required hereunder shall comply with the City permit or authorization, City Codes, and Federal and State law and regulations.

4.4.2 All installation of the Facilities shall be durable and installed in accordance with good engineering practices and industry standards in effect on the date the permits and authorizations are issued for the affected Facilities.

4.4.3 The Company, its employees, agents, and contractors shall comply with all applicable Federal, State, and City safety requirements, rules, regulations, laws, and practices in effect on the date the permits and authorizations are issued for the affected Facilities. By way of illustration and not limitation, this includes the National Electric Code, National Electrical Safety Code, and Occupational Safety and Health Administration (OSHA) Standards.

4.4.4 The Company represents that it is familiar with Chapter 19.122 RCW and understands and will comply with local procedures and practices relating to the one call locator

service program. The Company and the City shall each comply with their respective obligations pursuant to Chapter 19.122 RCW.

4.5 Coordination. The Company agrees to cooperate with the City's Public Works Department to identify and evaluate the portions of Rights-of-Way necessary for the Company to serve its customers. Priority shall be given to use of those portions of Rights-of-Way where construction can be coordinated with other City and private construction activities, which will least impact the existing condition of the Rights-of-Way, will least impact traffic during construction, and will least impact adjacent neighborhoods during construction and after installation. Sources for planned City and private construction activities include the City's Capital Facilities Plan, Comprehensive Plan, Comprehensive Utility Plan, written construction and planning schedules, and pending development, right-of-way, and construction applications.

4.5.1 Thirty (30) days after acceptance of this Franchise and at least annually thereafter, the Company shall submit to the City's Public Works Department a plan, in a format specified by the Department, that shows all major work anticipated to be done in the Rights-of-Way in the next five (5) years. The City will utilize the plan to identify conflicts and opportunities for coordination between users of the Rights-of-Way. The Company's plan shall be informational only and shall not obligate the Company to undertake any particular project or work. The Company shall identify any portions of its plan that the Company in good faith believes is not subject to disclosure under Chapter 42.56 RCW, shall mark such portions "Confidential," and shall provide a citation to the statutory basis for non-disclosure. The City will exercise its sole legal judgment in responding to a public records request. The City will endeavor to provide the Company an opportunity to obtain a court order preventing disclosure in the event the City intends to disclose a portion of the Company's plan marked "Confidential."

4.5.2 The City adopts a Capital Facilities Plan from time to time, which identifies the roadway projects that the City anticipates constructing during the term of the Capital Facilities Plan. The City will provide the Company a copy of the City's Capital Facilities Plan after acceptance of this Franchise and after adoption of an updated plan during the term of this Franchise.

4.5.3 Within thirty (30) days of acceptance of this Franchise, the Company shall provide the City an email address for the City to add to an email list. The City will communicate substantial (more than 500 lineal feet) roadway projects to this email list in order to provide the Company an opportunity to plan to install Facilities with minimal interruption.

4.5.4 Access to Open Trenches.

4.5.4.1 The Company will be entitled to reasonable access to open City utility trenches, provided that such access does not interfere with the City's placement of utilities or increase the cost to the City thereby. The Company shall pay the City the actual cost to the City resulting from providing the Company access to an open trench, including without limitation the pro rata share of the costs of access to an open trench and any costs associated with the delay of the completion of a public works project.

4.5.4.2 The Company shall provide the City and other utility providers or franchise holders access to its open trenches, provided that: (1) such access does not interfere

with the Company's Facilities, (2) the other utility provider or franchise holder agrees to reasonable terms of use, including reasonable costs or fees, and (3) the other utility provider or franchise holder has agreed to similar terms to provide access to its trenches.

4.5.4.3 The City will use reasonable efforts to include the Company in any platting process within the City and will exercise reasonable efforts to include, as a condition of issuing a permit for open trenching to any utility or developer, that: (a) the utility or developer give the Company at least fourteen (14) days advance written notice of the availability of the open trench and (b) that the utility or developer provide the Company with reasonable access to the open trench.

4.5.5 If the Company receives email notice of a substantial roadway project and fails to coordinate installation of its Facilities and thereafter seeks to trench, excavate, bore, or cut the street or overlay within five (5) years, the Public Works Director or designee may require additional roadway restoration. The Company agrees that such additional required roadway restoration may include full-width patching extending five (5) feet beyond the Company's disruption of the Right-of-Way.

4.5.6 Subject to receiving reasonable advance written notice, the Company shall make reasonable efforts to have a representative attend and participate in meetings of the City regarding Rights-of-Way issues that may impact the Company's Facilities.

4.5.7 In all cases, the Company shall utilize existing poles and conduit wherever possible and shall not install new poles. Where the Company will place Facilities underground, and whenever reasonably practical, the Company shall utilize joint trenching and shared bores or cuts and shall work with other providers (such as telecommunications, cable, gas, electric utilities, or the City), licensees, permittees, and franchisees to reduce as far as possible the number of Right-of-Way disturbances.

4.5.8 To the extent practicable, the Company will install its Facilities in a manner that allows other users to collocate with the Company. This includes installing larger diameter conduit where financially reasonable and making the conduit available for additional facilities upon reasonable terms.

4.5.9 The Public Works Director, or designee (e.g., the City Engineer), will be authorized to approve the use by the Company of such Rights-of-Way requested by the Company, and the final decision regarding the use of the Rights-of-Way will remain in the sole discretion of the Public Works Director or designee in accordance with Federal and State law.

4.6 Emergencies.

4.6.1 City's Direction. During unforeseen emergencies that create a threat to the public health, safety, or welfare, the City may require the Company to promptly remove, relocate, adjust, or secure its Facilities, at the Company's sole expense. If the Company fails, neglects, or refuses to promptly remove, relocate, adjust, or secure its Facilities, the City may perform such work or cause it to be done at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City

within thirty (30) days. The provisions of this section shall survive the expiration, revocation, or termination of the Franchise.

4.6.2 **Company's Determination.** In the event that the Company determines that emergency repairs are necessary, the Company shall immediately notify the City of the need for such repairs. The Company may thereafter initiate such emergency repairs, and shall apply for appropriate permits, within forty-eight (48) hours after the emergency is abated.

4.7 Location of Facilities.

4.7.1 **As Built.** The Company shall provide to the City upon request and at no cost, a copy of all as-built plans, maps, and records, including revealing the final location and condition of its Facilities within the Rights-of-Way. Such records shall be provided in a format reasonably acceptable to the City.

4.7.2 **GIS Mapping.** The Company shall comply with City requirements regarding geographic information systems mapping for users of the Rights-of-Way that are in effect on the date the permits and authorizations are issued for the affected Facilities.

4.8 Safety and Least Interference.

4.8.1 The Company shall construct, operate, maintain, repair, replace, and remove Facilities in a manner that prevent injury to Persons, the City's property, or property belonging to any other Person. The Company, at its own expense, shall construct, operate, maintain, repair, replace, or remove its Facilities to keep them in good repair and safe condition. Any work on the Facilities shall be properly safeguarded for the prevention of accidents.

4.8.2 The Company's construction, operation, maintenance, repair, replacement, or removal of its Facilities shall be done in a manner that causes the least interference with the public's travel upon the Rights-of-Way and the rights and reasonable convenience of the abutting property owners and residents. The Company's Facilities shall be constructed, operated, maintained, repaired, replaced, and removed in a manner that causes the least interference with sewers, water pipes, City facilities, or other facilities that may have been located in the Rights-of-Way. The Company shall not interfere with travel and use of public places by persons during the construction, operation, maintenance, repair, replacement, or removal of Facilities and shall not obstruct or impede traffic, except to the extent necessary.

4.8.3 The provisions of this section 4.8 shall survive the expiration, revocation, or termination of the Franchise.

4.9 **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 users, the Company shall give reasonable advance notice to private property owners or residents located within one hundred feet (100') of the Company's Facilities of work that may interfere with the use of property.

4.10 Restoration of Property.

4.10.1 The Company, while constructing, operating, maintaining, repairing, replacing, or removing its Facilities shall protect adjoining public and private property from damage. If damage occurs, the Company shall promptly notify the property owner within twenty-four (24) hours of notice or discovery of any such damage.

4.10.2 Whenever the Company disturbs or damages any Rights-of-Way or adjoining public or private property the Company shall promptly restore, at the Company's own cost, the Rights-of-Way or property to at least its prior condition, excepting normal wear and tear. The Company shall use all reasonable efforts to complete the restoration as soon as practicably possible, considering the nature of the work to be performed, but in no event more than thirty (30) days following completion of the work.

4.10.3 The Company shall be responsible to maintain, repair, or reconstruct the site of any work in the Right-of-Way, in a condition acceptable to the City, until the Right-of-Way is reconstructed, repaved, or resurfaced by the City.

4.10.3.1 In the event that the Company's work, restoration work, subsurface material, pavement, or patch should become depressed, broken, or fail in any way within two (2) years following the completion of the work, normal wear and tear excepted, the Company shall repair, restore, or cause to be repaired or restored, such condition to the reasonable satisfaction of the City.

4.10.3.2 The repair or restoration shall be completed within the time specified by the City, which shall not be less than seventy-two (72) hours.

4.10.3.3 If the Company fails to repair or restore the Right-of-Way to the City's satisfaction within the time specified by the City, the City may cause the repair or restoration to be done at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days.

4.10.4 Whenever a new street is completed or an overlay of an existing street has been completed within five (5) years of a newly proposed trench, excavation, bore, or cut, additional roadway restoration shall be required as determined by the Public Works Director or designee. The Company agrees that such additional required roadway restoration may include full-width patching extending five (5) feet beyond the Company's disruption of the Right-of-Way.

4.10.5 The provisions of this section 4.10 shall survive the expiration, revocation, or termination of the Franchise.

4.11 Undergrounding. The Company shall place underground, at the Company's expense unless stated otherwise, all of its Facilities that are located or are to be located above or within the Rights-of-Way of the City in the following cases:

- (a) All other existing utilities are required to be placed underground by Federal or State law or regulation or the City Codes;
- (b) The Company is unable to get pole attachment agreement permits from pole owners;

- (c) Underground easements are obtained from developers of new residential areas; or
- (d) When required by City Codes or applicable State or federal law.

4.11.1 Whenever the City may require the undergrounding of aerial utilities, the Company shall underground its aerial Facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground Facilities will be approved by the City, following consultation with the Company. Where other utilities are present and involved in the undergrounding project, the Company shall only be required to pay its fair share of the common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of the Company's Facilities. "Common costs" shall include necessary costs not specifically attributable to the 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 of all other utility facilities being undergrounded.

4.11.2 If an ordinance is passed creating a local improvement district which involves placing underground utilities including the Company's Facilities which are currently located overhead, the Company shall participate in such underground project and shall remove the Company's poles, cables, overhead wires, and other Facilities within such district if requested to do so and place such Facilities underground. If such undergrounding of the Company's Facilities is part of such a project, the costs thereof shall be included in such local improvement district.

4.11.3 In those areas and portions of the City where the transmission or distribution facilities of any utilities providing telephone service and any utilities providing electric service are underground or hereafter are placed underground, then the Company shall likewise construct, operate, and maintain all of its transmission and distribution Facilities underground. Amplifiers and connectors in the Company's transmission and distribution lines may be in appropriate enclosures upon or above the surface of the ground in locations approved by the City, provided that the Company and the City enter into a site specific agreement as detailed in section 4.2. Upon sufficient notice, work shall be done at the same time as other facilities that are placed underground and all work shall be done consistent with City Codes and to minimize impact on streets and neighborhoods.

4.11.4 The Company shall use conduit or its functional equivalent to the greatest extent possible for undergrounding. Cable and conduit shall be utilized which meets the highest industry standards for electronic performance and resistance to interference or damage from environmental factors. The Company shall use and construct, in conjunction and coordination with other utility companies or providers, common trenches for underground construction whenever available and possible.

4.11.5 The provisions of this section 4.11 shall survive the expiration, revocation, or termination of the Franchise.

4.12 Removal or Relocation

4.12.1 Safety and Free Passage. If the City, in its sole discretion, determines that an emergency exists or that a Facility unduly burdens or endangers the safe and free passage of traffic on the Rights-of-Way, the Company shall modify, replace, relocate, remove, or disconnect the Facilities in the time specified by the City's notice. If the Company fails to modify, replace, relocate, remove, or disconnect the Facilities within the time specified by the City or if the City determines that the City must immediately undertake the modification, replacement, relocation, removal, or disconnection, the City may cause the modification, replacement, relocation, removal, or disconnection to be done at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days.

4.12.2 Movement for City Purposes. For any City project, the City may require the Company to modify, replace, relocate, remove, or disconnect its Facilities at the Company's sole expense. The City will make a reasonable effort to provide the Company with an alternate location within the Rights-of-Way. The City will endeavor to provide at least ninety (90) days written notice to the Company prior to the modification, replacement, relocation, removal, or disconnection of the Company's Facilities and will attempt to minimize the impact on the Company's Facilities. If the Company fails to modify, replace, relocate, remove, or disconnect the Facilities within the time specified by the City, the City may cause the modification, replacement, relocation, or removal to be done at the Company's sole expense. The City will bill the Company for any expense incurred, including any costs or expenses incurred by the City due to the Company's delay within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days.

4.12.3 Movement for Other Franchise Holders. If any removal, replacement, modification or disconnection of the Company's Facilities is required to accommodate the construction, operation, or repair of the facilities or equipment of another City franchise holder or user of the Rights-of-Way, the Company shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible Person. The Company may require that the costs associated with the removal, replacement, modification, or disconnection of the Facilities be paid by the benefited Person, and the Company may require a reasonable deposit of the estimated payment in advance.

4.12.4 When no longer needed to provide its Communications Services, the Company shall not remove any underground Facilities that require excavation, trenching, or other opening of the Rights-of-Way to remove the Facilities. The Company may remove any underground Facilities from the Rights-of-Way installed in a manner such that the Facility can be removed without excavation, trenching, or other opening of the Rights-of-Way.

4.12.5 The provisions of this section 4.12 shall survive the expiration, revocation, or termination of the Franchise. RCW 35.99.060 shall apply to any instance under this Franchise where the Company is required to remove or relocate its Facilities in whole or in part.

4.13 Temporary Changes for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance written notice, the Company shall temporarily raise, lower,

or remove its Facilities as necessary to permit the moving of a building, vehicle, equipment, or other work. The expense of such temporary changes must be paid by the permit holder and the Company may require a reasonable deposit of the estimated payment in advance.

4.14 **Reservation of City's Use of Rights-of-Way.** Nothing in this Franchise shall prevent the City from constructing sewers, grading, paving, repairing, or altering any Rights-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 the Company's Facilities.

4.15 **Tree Trimming.** To the extent a City owned tree interferes with the Company's Facilities, the Company may prune or cause to be pruned, using proper pruning practices, the City's tree upon receiving the City's approval, which will not unreasonably be withheld. In the event of an emergency, the Company may trim the tree and thereafter provide the City notice of the emergency and the tree trimming with forty-eight (48) hours.

4.16 **Inspection of Construction and Facilities.** The City may inspect any of the Company's Facilities after forty-eight (48) hours written notice, or, in case of an emergency, upon demand without prior notice.

4.17 **Work by Agents, Contractors, and Subcontractors.** The Company's agents, contractors, and subcontractors shall be properly licensed and bonded in accordance with the City Codes and State law. Work by agents, contractors, and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by the Company. The Company shall be responsible for all work performed by its agents, contractors, and subcontractors as if the work were performed by the Company. The Company 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 any agents, contractors, or subcontractors. The Company is responsible for ensuring that agents, contractors, and subcontractors are familiar with the requirements of this Franchise and applicable laws.

Section 5. Fees.

5.1 Recovery of Costs.

5.1.1 The Company shall be subject to a one-time administrative fee of two thousand dollars (\$2,000.00) for the City's costs relating to the administration of this Franchise. The Company agrees to pay such administrative fee upon acceptance of this Franchise.

5.1.2 The Company shall reimburse the City within thirty (30) days of receiving an itemized billing from the City for incurred costs, itemized by project, for the Company's proportionate share of all actual, identified expenses incurred by the City as a result of the presence of the Company's Facilities in the Rights-of-Way. This may include the City's expenses in planning, constructing, installing, repairing, altering, or maintaining any City facility. Additionally, the Company shall reimburse the City's expenses related to review, inspection, supervision, or enforcement of the Company's activities pursuant to this Franchise.

5.2 Allowable Taxes. Nothing provided herein shall either expand, exempt, or otherwise limit the Company's obligation to pay any applicable tax required by the Marysville Municipal Code or any other applicable law or regulation, provided that the Company shall only be obligated to pay taxes and fees that may be properly assessed by the City under applicable Federal and State laws and regulations. The Company's failure to pay any applicable tax required by the Marysville Municipal Code or any other applicable law or regulation shall constitute a material breach of the Franchise.

5.3 In the event that any payment due to the City under this Franchise, except for allowable taxes, is not received by the City by the date due, interest will be charged from the due date at the rate of twelve percent (12%) per annum.

5.4 Acceptance of Payment. No acceptance of any payment by the City shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this Franchise. The Company's payment to the City shall not be construed as an acknowledgement by the Company that the amount paid is the correct amount and the Company reserves the right to subsequently seek to recover any amount of such payments in the event of an erroneous overpayment or for other lawful reasons.

5.5 Pursuant to RCW 35.21.860, the City is precluded from imposing a franchise fee on a "telephone business" as defined in RCW 82.16.010 or a "service provider" as defined in RCW 35.99.010, for the use of the City's Rights-of-Way, except for actual administrative expenses directly related to the franchise or any tax authorized by State law. The Company hereby warrants that its operations, as authorized under this Franchise, are those of a "telephone business" as defined in RCW 82.16.010 or as a "service provider" as defined in RCW 35.99.010. As a result, the City currently lacks the authority to impose any franchise fee under the terms of this Franchise, other than as described herein.

5.6 The City reserves its right to impose a franchise fee, in accordance with State or Federal law, on the Company for purposes other than to recover its administrative expenses, if the Company's operations as authorized by this Franchise change such that the Company's uses of the Rights-of-Way are not those of a "telephone business" as defined in RCW 82.16.010, those of a "service provider" as defined in RCW 35.99.010, or if State or Federal law is amended to allow the imposition of such a franchise fee. The City further reserves the right to require the Company to obtain a separate franchise for its use of City Rights-of-Way to the extent the Company's use is not as a "telephone business" as defined in RCW 82.16.010 or as a "service provider" as defined in RCW 35.99.010.

Section 6. Hold Harmless and Indemnity.

6.1 The Company shall indemnify, defend, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, costs, and expert witness fees, arising out of or in connection with the construction, operation, maintenance, repair, replacement, and removal of the Company's Facilities or the Company's actions under this Franchise, whether by the Company, its agents, servants, employees, contractors, subcontractors, or assigns, except for injuries and damages

caused by the sole negligence of the City and as otherwise provided in RCW 4.24.115.

6.2 Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of the bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Company and the City, its officers, officials, employees, agents, and volunteers, the Company's liability hereunder shall be only to the extent of the Company's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Company's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

6.3 The Company shall indemnify, defend, and hold the City harmless from any and all claims, injuries, damages, losses, or suits against, or payable by, the City arising out of or resulting from, directly or indirectly, the Company's failure to remove, adjust, or relocate any of its Facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City. The Company's obligations under this section 6.3 will not apply to the extent (a) the Company has been subjected to a force majeure event or other event beyond the reasonable control of the Company and (b) the Company has used good faith efforts to remove, adjust, or relocate its Facilities in a timely manner.

6.4 In various provisions of this Franchise, the Company is obligated to take action at the direction of the City within a specified time (see i.e. and without limitation, section 4.10.3.3, 4.12.1) and the City is thereafter empowered to undertake such actions at the sole expense of the Company if the Company fails to accomplish the action within the specified time. The City's actions in such a situation are termed the "City's Remedial Actions" for purposes of this section. To the extent not covered by the indemnity requirements of section 6.1, the Company shall indemnify, defend, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits against, or payable by, the City arising out of or resulting from, directly or indirectly, the actions of the City, its officers, officials, employees, agents, and volunteers in undertaking the City's Remedial Actions under this Franchise. The Company and the City agree that the Company's indemnification for the City's Remedial Actions includes indemnification resulting from the sole negligence of the City, its officers, officials, employees, agents, and volunteers, except as otherwise provided in RCW 4.24.115, and Company further agrees that this indemnification obligation is separate, additional to, and severable from the Company's other indemnification obligations under this Franchise.

6.5 In any case in which a claim, injury, damage, loss, or suit is instituted against or submitted to the City and the City determines that the same was caused in whole or in part by the Company, the City or other indemnified party will promptly tender the defense of the claim to the Company. The Company shall thereafter have the duty to appear and defend without cost or expense to the City. The City may participate in the defense of a claim and, in any event, the Company may not agree to any settlement of claims affecting the City without the City's prior written consent.

6.6 The provisions of this section 6 shall survive the expiration, revocation, or termination of the Franchise.

Section 7. Insurance.

7.1 **General Requirement.** The Company shall procure and maintain for the duration of this Franchise, and until all Facilities are removed from Rights-of-Way or abandoned in place, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Franchise or involve the Company.

7.2 **No Limitation.** The Company's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Company to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or equity.

7.3 **Insurance Limits.** The Company shall maintain in full force and effect, at its own cost and expense, each of the following policies of insurance:

7.3.1 **Commercial General Liability insurance** with limits of Five Million dollars (\$5,000,000) per occurrence for bodily injury and property damage and Five Million dollars (\$5,000,000) general aggregate including personal and advertising injury, blanket contractual; premises-operations; independent contractors; products and completed operations; broad form property damage for explosion, collapse, and underground.

7.3.2 **Commercial Automobile Liability insurance** with a combined single limit of Five Million dollars (\$5,000,000) per accident for bodily injury and property damage covering the Company's owned, hired, and non-owned vehicles assigned to or used in the construction, operation, maintenance, repair, replacement, or removal of its Facilities.

7.3.3 **Worker's Compensation insurance** as required by the Industrial Insurance laws of the State of Washington and employer's liability with a limit of \$1,000,000 each accident/disease/policy limit.

7.3.4 **Excess Liability or Umbrella Coverage** in the amount of Two Million dollars (\$2,000,000).

7.4 The Company's insurance policies shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Company's insurance and shall not contribute with it.

7.5 The Company's insurance policies shall provide, or be endorsed to provide, that the City, its officers, officials, and employees are to be covered as, and have the rights of, additional insureds.

7.6 **Verification of Coverage.** The Company shall furnish the City with original certificates and a copy of the blanket additional insured endorsements, evidencing the insurance requirements of the Franchise upon acceptance of this Franchise. 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. The Company hereby warrants that its insurance policies satisfy the requirements of this Franchise.

7.7 Acceptability of Insurers. Insurance obtained by the Company is to be placed with insurers with a current A.M. Best rating of not less than A-: VII.

7.8 Notice of Cancellation. Provided that the insurer will do so, each policy of insurance shall provide that a written notice of cancellation shall be delivered to the City thirty (30) days in advance of the effective date thereof. Otherwise, the Company shall provide the City with written notice of any policy cancellation within two business days, or as soon as practicable thereafter, of their receipt of such notice. Regardless, the Company shall provide a replacement policy and shall maintain continuous, uninterrupted insurance coverage, in at least the amounts required, for the duration of the Franchise.

7.9 The provisions of this section 7 shall survive the expiration, revocation, or termination of the Franchise.

Section 8. Financial Assurances.

8.1 Surety Bond. No later than thirty (30) days following acceptance of this Franchise, the Company shall establish and provide to the City, as security for the faithful performance by the Company of all of the provisions of this Franchise, a performance bond, from a surety or financial institution acceptable to the City, in the amount of fifty thousand dollars (\$50,000).

8.1.1 The performance bond may be drawn upon by the City for purposes including, but not limited to, the following: (1) failure of the Company 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 the Company; (3) monetary remedies or damages assessed against the Company due to default or breach of Franchise requirements.

8.1.2 The City will give the Company thirty (30) days prior written notice of its intent to withdraw from the surety bond pursuant to this section. Within thirty (30) days following notice that such withdrawal has occurred, the Company shall restore the surety bond to the full amount required by section 8.1. The Company's maintenance of the surety bond shall not be construed to excuse faithful performance by the Company, limit the liability of the Company to the amount of the surety bond, or otherwise limit the City's recourse to any other remedy available at law or in equity.

8.1.3 The Company shall have the right to appeal to the Chief Administrative Official for reimbursement in the event the Company believes that the surety bond was drawn upon improperly. Any funds the City erroneously or wrongfully withdraws from the surety bond shall be returned to the Company plus charges or interest imposed by the surety.

8.2 Other Bonds. The Company shall comply with any other bonding requirements provided for in the City Codes. Further, if the City reasonably determines that the work covered by an application presents a potential for disruption of traffic, injury, damage, or expense to the City if not correctly and timely completed, the City may require the Company to provide an assurance device, in a form acceptable to the City, prior to issuance of a permit or approval.

Section 9. Civil Penalties and Additional Relief.

9.1 The Company, and any officers, directors, employees, agents, contractors, or other Person acting on behalf of the Company, failing to comply with any of the provisions of this Franchise, shall be subject to a civil penalty and abatement in the manner and to the extent provided for in the City Codes.

9.2 In addition to any penalty which may be imposed by the City, and to the extent that a violation of this Franchise results in damage to City property or Rights-of-Way, the Company shall be responsible for the cost of restoring the affected area to its condition prior to the violation.

9.3 Notwithstanding any other provision herein, the City and the Company may seek legal or equitable relief to enjoin any act or practice and abate any condition, which constitutes or will constitute a violation of the applicable provisions of this Franchise, when civil or criminal penalties are inadequate to effect compliance. In addition to the penalties otherwise set forth in this section 9, the Company and the City acknowledge that any pattern of violations with respect to any material provision of this Franchise, consisting of three (3) or more such violations within a period of twelve (12) consecutive months, may further result in the revocation of any Rights-of-Way use agreement, Rights-of-Way use permit, facilities lease, other such authorization, or this Franchise.

9.4 Nothing in this section shall be construed as limiting any remedies the City or the Company may have, at law or in equity, for enforcement of this Franchise.

Section 10. Modifications of Terms and Conditions.

The City and the Company hereby reserve the right to alter, amend, or modify the terms and conditions of this Franchise and any permit issued thereunder upon written agreement by both parties to such alteration, amendment, or modification. The City Council of the City of Marysville must approve any alteration, amendment, or modification of this Ordinance prior to it being signed by the City.

Section 11. Abandonment or Non-Use of Facilities.

11.1 In the event this Franchise expires, is terminated, or the Company discontinues commercial use of any Facility located in the Rights-of-Way for a period of one hundred eighty (180) consecutive days or longer, the City may, upon written notice to the Company, require removal of any or all such Facilities from the Rights-of-Way within ninety (90) days. If the Company fails to remove the specified Facilities within the time specified, the City may cause removal of the specified Facilities at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days.

11.2 Notwithstanding any other provision of this Franchise, the City may permit, by written notice, the Company to abandon any or all Facilities in place. The City's written notice will specify a date certain, prior to which the Company may remove its Facilities in accordance with this Franchise and after which the Facilities will be considered abandoned in place. Upon being

abandoned in place, the Facilities shall become the property of the City and the Company shall submit to the City an instrument, in writing and approved by the City Attorney, transferring ownership of the Facilities to the City.

11.3 The provisions of this section 11 shall survive the expiration, revocation, or termination of this Franchise.

Section 12. Severability.

If any term, provision, condition, or portion of this Franchise shall be held to be invalid or unconstitutional for any reason, the portion declared invalid shall be severable and the remaining portions of this Franchise shall be enforceable unless to do so would be inequitable or would result in a material change in the rights and obligations of the parties hereunder.

Section 13. Transferability.

The rights and privileges granted to the Company as provided in this Franchise may only be assigned or transferred to another Person with the prior written approval of the City, which will not be unreasonably withheld, conditioned, or delayed. However, the Company, following thirty (30) days written notice to the City, may assign this Franchise to an Affiliate, provided the Affiliate has the legal, technical, financial, and other qualifications to own, hold, construct, operate, maintain, repair, replace, and remove the Facilities for the purpose of providing Communications Services and agrees, in writing, to be fully liable to the City for compliance with all terms and conditions of this Franchise. The City is under no obligation to investigate the Company's then existing compliance with the Franchise and the failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 14. General Enforcement.

In the event that the City believes that the Company has not complied with any terms of the Franchise or the City Codes, other than sections 4.6, 4.10.3, or 4.12.1, the City may discuss the violation with the Company or may issue a written notice to cure the default. The City's notice to cure the default will include the actions to be taken to remedy the default and the timeframe within which the Company should accomplish the actions. The Company will thereafter have the time specified in the notice to cure the default to correct the default or, if the Company believes that the actions cannot be taken within the time specified, respond with a timeline for diligently accomplishing the actions and diligently complete those actions on the identified timeline.

Section 15. Termination.

Except as otherwise provided herein, this Franchise may be terminated, without penalty or further liability, as follows:

(a) Upon thirty (30) days written notice by the City if the Company fails to cure a default for payment of amounts due under this Franchise or the City Codes within that thirty (30) day period;

(b) Upon thirty (30) days written notice by either party if the other party commits a non-

monetary default and fails to commence curing such default within that thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period; or

(c) Upon ninety (90) days written notice by the Company for economic reasons or if the location or the Facilities are or become unacceptable under the Company’s design or engineering specifications for its communications system.

Section 16. Effective Date.

16.1 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.

16.2 The effective date of this Franchise shall be the date of acceptance as specified in section 17, but in no event prior to five days after publication of this Ordinance by summary.

Section 17. Franchise Acceptance.

Within forty-five (45) days of the adoption of this Ordinance by the City Council, the Company shall execute and return to the City two fully executed acceptance forms, in the form attached to this Ordinance. In the event the Company fails to accept this Franchise, the Franchise shall be null and void and the Company shall have no rights or privileges hereunder.

Section 18. Miscellaneous.

18.1 This Franchise constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, and other agreements concerning the subject matter contained herein. Any amendments to this Franchise must be in writing, approved by the City Council, and executed by both parties.

18.2 This Franchise shall be binding on and inure to the benefit of the permitted successors and permitted assignees of the respective parties.

18.3 Any notice or demand required to be given herein shall be made by United States mail or reliable overnight courier to the address of the respective parties set forth below:

To the City:	To the Company:
City of Marysville Attn: Chief Administrative Officer 1049 State Avenue Marysville, WA 98270	MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Attn: Franchise Manager 600 Hidden Ridge Mailcode: HQE02G295 Irving, TX 75038

<p>With a required copy to:</p> <p>City of Marysville Attn: City Attorney 1049 State Avenue Marysville, WA 98270</p>	<p>With a required copy to:</p> <p>Verizon Business Network Services Attn: Vice President and Deputy General Counsel, Network Operations 1320 North Courthouse Road, Ste. 900 Arlington, VA 22201</p>
---	---

The City or the Company may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

18.4 This Franchise shall be governed by the laws of the State of Washington.

18.5 In any case where the approval or consent of one party hereto is required, requested, or otherwise to be given under this Franchise, such party shall not unreasonably delay or withhold its approval or consent.

18.6 All amendments and exhibits annexed hereto form material parts of this Franchise.

18.7 This Franchise may be executed in duplicate counterparts, each of which shall be deemed an original.

18.8 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 rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.

18.9 Venue for any dispute related to this Franchise shall be in Snohomish County Superior Court in Everett, Washington.

18.10 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 that would indicate any such relationship with the other.

18.11 The failure of the either party at any time to require performance by the other of any provision hereof shall in no way affect the right of such party thereafter to enforce the same, nor shall the waiver by such party 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.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2017.

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)

Acceptance of Franchise

In accordance with and subject to Ordinance No. _____, constituting a Franchise Agreement between the City of Marysville (“the City”) and MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services (“the Company”), the Company hereby submits this Acceptance of Franchise to the City.

The Company hereby unconditionally accepts and agrees to comply with all terms, provisions, and conditions of the Franchise Agreement.

Enclosed herewith is a certificate of insurance in accordance with Section 7.5 of the Franchise Agreement. Also enclosed herewith is the Company’s check in the amount of \$2,000 in accordance with section 5.1.1 of the Franchise Agreement, which amount is for the City’s costs relating to the administration of the Franchise Agreement.

The Company hereby certifies that the undersigned is a duly authorized officer of the Company with the authority to execute this Acceptance of Franchise.

MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services

By: _____

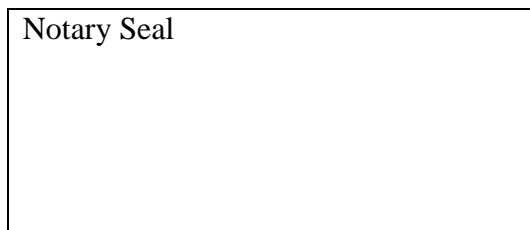
Name: _____

Its: _____

State of _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____
My appointment expires: _____

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9-25-17

AGENDA ITEM:	
Consent to Transfer of Wave Cable Franchise	
PREPARED BY:	DIRECTOR APPROVAL:
Colin Olivers	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
Proposed Ordinance	
BUDGET CODE:	AMOUNT:
N/A	
SUMMARY:	
<p>WaveDivision I, LLC (“Wave”) has a City franchise to operate a cable television system. Ordinance No. 2993. Wave is being acquired by Radiate Holdings LP (“Radiate”). Wave and Radiate have requested that the City consent to the transfer of control. Following the transfer, Wave will continue to operate within the City under the ownership and indirect control of Radiate.</p> <p>Wave and Radiate have provided the information required by the City’s franchise, federal law, and FCC regulations. City staff have reviewed the legal, technical, and financial qualifications of Radiate. Staff has concluded that the City should consent to the transfer of control. Because Wave will continue to exist and operate, just under a new corporate umbrella, staff expects that the City will continue to have a positive working relationship with Wave.</p> <p>The proposed ordinance is similar to one used by the City to consent to the transfer of Verizon Northwest’s franchise to Frontier Communications in 2009, Ordinance No. 2791. The proposed ordinance provides the City’s consent while still preserving any rights the City may have under the existing franchise.</p>	

RECOMMENDED ACTION:
 Adopt the proposed ordinance consenting to transfer of control of Wave’s cable television system franchise to Radiate Holdings LP.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

**AN ORDINANCE APPROVING, WITH CONDITIONS, TRANSFER OF
ULTIMATE CONTROL OF A FRANCHISEE FROM WAVE HOLDCO,
LLC TO RADIATE HOLDCO, LLC.**

WHEREAS, the City of Marysville (the “City”) has granted a cable television franchise (“Franchise”) to WaveDivision I, LLC, a Washington limited liability company (the “Franchisee”);

WHEREAS, the Franchisee is a wholly-owned subsidiary of WaveDivision Holdings, LLC, a Delaware limited liability company, which is in turn a wholly-owned subsidiary of Wave Holdco, LLC, a Delaware limited liability company (“Wave Parent”); and

WHEREAS, on May 18, 2017, Radiate HoldCo, LLC, a Delaware limited liability company (“Radiate HoldCo”) controlled by Radiate Holdings, L.P., a Delaware limited partnership (“Radiate Parent”) and Wave Parent entered into a definitive securities purchase agreement pursuant to which Radiate to acquire Wave Parent from its current owners (the “Transfer”); and

WHEREAS, upon completion of the Transfer, Franchisee will become an indirect wholly-owned subsidiary of Radiate Parent and, as a result, control of the Franchisee will be transferred from Wave Parent to Radiate Parent; and

WHEREAS, following the Transfer, Franchisee will continue to hold and be responsible for the performance of the Franchise; and

WHEREAS, Radiate Parent and Wave Parent have filed FCC Form 394 with the City and have provided the City with all information regarding the Transfer required by applicable law (collectively, the “Application”); and

WHEREAS, the City has relied upon the Application and supplemental written information provided by Radiate Parent and Wave Parent; and

WHEREAS, on September 11, 2017, and September 25, 2017, the City Council held a public meeting to review the Transfer request; and

WHEREAS, the City has reviewed the Application and has determined that (i) Radiate Parent meets the legal, technical, and financial criteria to become the owner of Wave Parent and the indirect owner of the Franchisee, and (ii) the Transfer is in the best interests of the City;

WHEREAS, the City is willing to consent to the Transfer, subject to the closing of the Transfer between Radiate Parent and Wave Parent and the appropriate approvals by the Washington State Utilities and Transportation Commission and federal regulatory entities; and

WHEREAS, Franchisee has agreed to continue to unconditionally accept the terms of existing Franchise and to comply with any other agreements existing between the Franchisee and the City;

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

SECTION 1. The City hereby consents to the Transfer in accordance with the terms of applicable law, subject to and contingent upon the following conditions:

- a. In all respects and without exception, Franchisee agrees to continue to abide by all terms of the existing Franchise and acknowledges that the transfer of control will not affect, diminish, impair, or supersede the binding nature of the Franchise and any other valid ordinances, resolutions, and agreements applicable to the operation of the cable system in the City and Franchisee shall continue to meet its obligations under the Franchise. Franchisee agrees that subject to the Franchise, that Franchisee shall comply with all lawful and applicable provisions related to cable service of Chapters 5.70 and 5.71 of the Marysville Municipal Code, as amended, and all related applicable federal and state laws, and lawful orders, contracts, agreements, commitments, side letters, Franchise amendments, and regulatory actions.
- b. The City's consent to the transfer of control shall not be construed to constitute a waiver or release of any rights the City or the Franchisee may have now or in the future under federal, state, or local law, the Franchise, or any separate written agreements between the parties. Franchisee shall remain responsible for any and all Franchise requirements (including but not limited to payment of Franchise fees and other amounts due under the Franchise, and indemnification of the City as provided in the Franchise) and non-compliance issues under the Franchise or any obligation that may now exist or may later be discovered to have existed during the term of the Franchise, even if prior to the closing of this Transfer.
- c. The Transfer between Radiate Parent and Wave Parent shall be substantially and materially consistent with the Application and the supplemental information provided by Radiate Parent and Wave Parent.

SECTION 2. In the event that the Transfer which is the subject of this Ordinance does not close for any reason; or in the event the approval is not granted by the Washington State Utilities and Transportation Commission, if such approval is required, and appropriate federal regulatory entities, or in the event that the Transfer closes on terms substantially or materially different from the terms described in the Application and supplemental written information provided by Radiate Parent and Wave Parent that is relied upon by the City; or Franchisee does not accept each and every condition of the transfer of control required of it as set forth in this

Ordinance; then the consent provided for herein shall be null and void, and the City shall be deemed to have disapproved the transfer of control under the Franchise and federal law, and all remedies under the Franchise and applicable laws shall be available to the City. In the event the Transfer does not close before November 25, 2017, Radiate Parent and Wave Parent will provide notice of that event to the City and provide an update on the reasons for such a delay in closing or notice of the termination of the Transfer.

SECTION 3. By consenting to the transfer of control, the City does not waive or release any rights of the City in and to the streets as provided by state law and the Marysville Municipal Code, nor does the City waive or release any claim or issue of non-compliance it may have, known or unknown, now or in the future, against the Franchisee or any successor in interest to the Franchisee.

SECTION 4. The City shall not amend, revoke, or otherwise alter this Ordinance without providing reasonable prior notice to the Franchisee.

SECTION 5. If any section, sentence, clause, or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 6. This Ordinance shall take effect and be fully in force five (5) days after publication of the attached approved summary thereof consisting of the title.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2017.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to from:

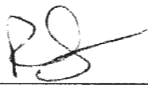
By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5 days after publication): _____

Index #10

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 25, 2017

AGENDA ITEM:	
Amend Snohomish Regional Drug and Gang Task Force Interlocal	
PREPARED BY:	DIRECTOR APPROVAL:
Richard Smith	
DEPARTMENT:	
Police	
ATTACHMENTS:	
Yes	
BUDGET CODE:	AMOUNT:
00103426.551000	\$4,774.00
SUMMARY:	

This is an amendment to the existing Interlocal agreement with the Snohomish Regional Drug and Gang Task Force. The amount of payment is for the remaining 2017 agreement. Exhibit E specifically addresses the leadership and Commander position within the task force. There will be a renewal of this Interlocal early in 2018.

<p>RECOMMENDED ACTION: That the Council approve the amended Interlocal between the Snohomish Regional Drug & Gang Task Force and the City of Marysville Police Department.</p>

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT
ESTABLISHING THE SNOHOMISH REGIONAL DRUG & GANG TASK FORCE

This Amendment No. 1 To The Interlocal Agreement Establishing the Snohomish Regional Drug and Gang Task Force, is entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Lynnwood
City of Bothell	City of Marysville
City of Brier	City of Mill Creek
City of Darrington	City of Monroe
City of Edmonds	City of Mountlake Terrace
City of Everett	City of Mukilteo
City of Gold Bar	City of Snohomish
City of Granite Falls	City of Stanwood
City of Index	City of Sultan
City of Lake Stevens	Washington State Patrol
City of Lake Forest Park	Snohomish Health District

WITNESSES THAT:

WHEREAS, the County and the Participating Jurisdictions entered into an Interlocal Agreement Establishing the Snohomish Regional Drug and Gang Task Force, recorded under Snohomish County Auditor instrument number 201610040684 (the “Agreement”). The original term of the Agreement is July 1, 2016, through September 30, 2017; and

WHEREAS, effective July 1, 2017, the Parties desire to revise certain sections of the Agreement to reflect the assignment of additional investigative personnel and resources.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree to amend the Interlocal Agreement as follows:

1. Section 1.2 of the Interlocal Agreement is amended to read, in its entirety, as follows:

1.2 The term of this Agreement shall be from July 1, 2016, through December 31, 2017, unless earlier terminated or modified as provided in this Agreement. The Snohomish County Sheriff may extend this Agreement for up to three additional one-year terms by providing written notice to each of the participating jurisdictions along with revised funding contribution rates described in Exhibit C, no later than September 30 of each year. In no event will the funding contribution increase more than 3% per year.

AMENDMENT NO. 1 TO THE INTERLOCAL
AGREEMENT ESTABLISHING THE SNOHOMISH
REGIONAL DRUG & GANG TASK FORCE

2. Section 2.2 of the Interlocal Agreement is amended to read, in its entirety, as follows:

2.2 The Task Force Executive Board shall be comprised of: one representative from each Participating Agency that contributes at least one full-time employee to the Task Force. Executive Board member votes shall be determined by the number of full-time personnel their agency contributes to the Task Force. As an example; if the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, Snohomish County has six votes and the City of Lynnwood has three. Additional Executive Board members, with one vote each include: the Snohomish County Prosecuting Attorney, the Everett City Attorney, the Northwest HIDTA Director, and one chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. Exhibit A details the Participating Agencies that have assigned personnel to the Task Force in 2017. If a Participating Agency that has no personnel assigned to the Task Force, as of the date of this Agreement, assigns full-time personnel to the Task Force, a representative from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months. 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 simple majority of votes.

3. Section 2.3 of the Interlocal Agreement is amended to read, in its entirety, as follows:

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 commissioned law enforcement officer, will hold a special commission for that purpose. Selection of the Task Force Commander will be conducted in accordance with Exhibit E incorporated herein by this reference.

4. Section 3.5 of the Interlocal Agreement is amended to read, in its entirety, as follows:

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 their total financial contribution to the Task Force for the calendar year prior to termination.

5. A new Section 3.6 is hereby added to the Interlocal Agreement:

3.6 By January 31st of each year, each Participating Jurisdiction will submit to the County an estimate of the jurisdiction's anticipated contributions to Task Force for the

current year. Contribution is defined to include, but is not limited to, financial contributions made to the Task Force under this Agreement, personnel costs to be paid directly for investigative staff assigned full time to the Task Force, and Task Force operating costs paid directly by the Participating Jurisdiction.

After the Participating Jurisdiction's estimate is submitted, if the jurisdiction desires to make a contribution that was not included in its estimate, the Participating Jurisdiction must identify the additional contribution in writing and submit it to the Task Force Commander. The Task Force Commander must review proposed contribution(s) and may accept or reject it. Any additional contribution that is not approved by the Task Force Commander is ineligible for inclusion in the final report of contributions.

Within 90 days of the end each calendar year, each Participating Jurisdiction shall submit to the County a final report of its total financial contributions made to support the Task Force for the prior year. Any reported contribution, plus any additional contributions approved by the Task Force Commander, exceeding the estimate by more than 15% will not be included in the allocation rate, unless approved by the Executive Board.

Final reports will be used to establish the allocation rate for each Participating Jurisdiction for the prior year. The allocation rate for each Participating Jurisdiction shall be calculated by dividing the Participating Jurisdiction contributions by the total of all participating jurisdictions' contributions. An example follows:

$$\text{Allocation rate for Agency A} = \frac{\text{Agency A reported contribution}}{\text{Total of all reported contributions}}$$

The allocation rate for each Participating Jurisdiction shall be multiplied by the amount of excess fund balance, described in Section 5.3 to determine the amount of proceeds to be distributed to each Participating Jurisdiction. Any Participating Jurisdiction entitled to receive an amount less than \$1,000 agrees that the administrative burden of tracking that asset forfeiture funding exceeds the value of receipt and therefore any distributions below the threshold will not be distributed, but rather will be retained and reinvested in Task Force operations.

6. Section 5.3 of the Interlocal Agreement is amended to read, in its entirety, as follows:

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.

At the end of each calendar year, the amount of net monetary proceeds of asset forfeiture shall be calculated. For purposes of this section, the term “net monetary proceeds” means cash proceeds realized from real or personal 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, reasonable fees or commissions paid to independent selling agencies, amounts paid to satisfy a landlord’s claim for damages, or the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

From the net monetary proceeds, the operating expenditures of the Task Force for the fiscal year shall be deducted, leaving the remaining fund balance. From the remaining fund balance, the Task Force will retain an amount equal to twenty percent (20%) of the Task Force’s next fiscal year estimated operating budget to ensure adequate cash flow and reserves. Any excess fund balance shall be distributed to Participating Jurisdictions on a pro rata basis based on their percentage of financial contribution to the Task Force for the prior calendar year.

6. Section 5.6 of the Interlocal Agreement is deleted in its entirety.

7. Section 6.5 of the Interlocal Agreement is amended to read in its entirety:

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. All real or personal property of the Task Force will by majority vote of the Board be: 1) liquidated and disbursed pro rata to the then-current Participating Jurisdictions in proportion to their contribution to the Task Force for the calendar year prior to termination, or 2) transferred to any multi-jurisdictional Task Force in place within Snohomish County.

8. Effective January 1, 2017, Exhibit E “Commander Selection” shall be added to the Interlocal Agreement, attached to this Amendment No.1, and hereby incorporated by reference.

9. Exhibit A is removed and replaced its entirety with Amendment No.1 Exhibit A, attached hereto and incorporated by reference. Amendment No. 1 Exhibit A reflects newly assigned full-time investigative staff from the Cities of Edmonds and Lynnwood.

10. Exhibit C is removed and replaced its entirety with Amendment No.1 Exhibit C, attached hereto and incorporated by reference. Amendment No. 1 Exhibit C includes the financial contribution from October 1, 2017 through December 31, 2017.

- 11. Exhibit D is removed and replaced its entirety with Amendment No.1 Exhibit D, attached hereto and incorporated by reference. Amendment No. 1 Exhibit D reflects the revised Organizational Chart.
- 12. Except as expressly provided in this Amendment No.1, all of the terms and conditions of the Interlocal Agreement are ratified and affirmed and remain in full force and effect.
- 13. This Amendment No 1 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In witness whereof, the parties hereby execute this Amendment No. 1 to the Interlocal Agreement.

SNOHOMISH COUNTY:

County Executive

Approved as to Form:

Deputy Prosecuting Attorney

EXHIBIT A

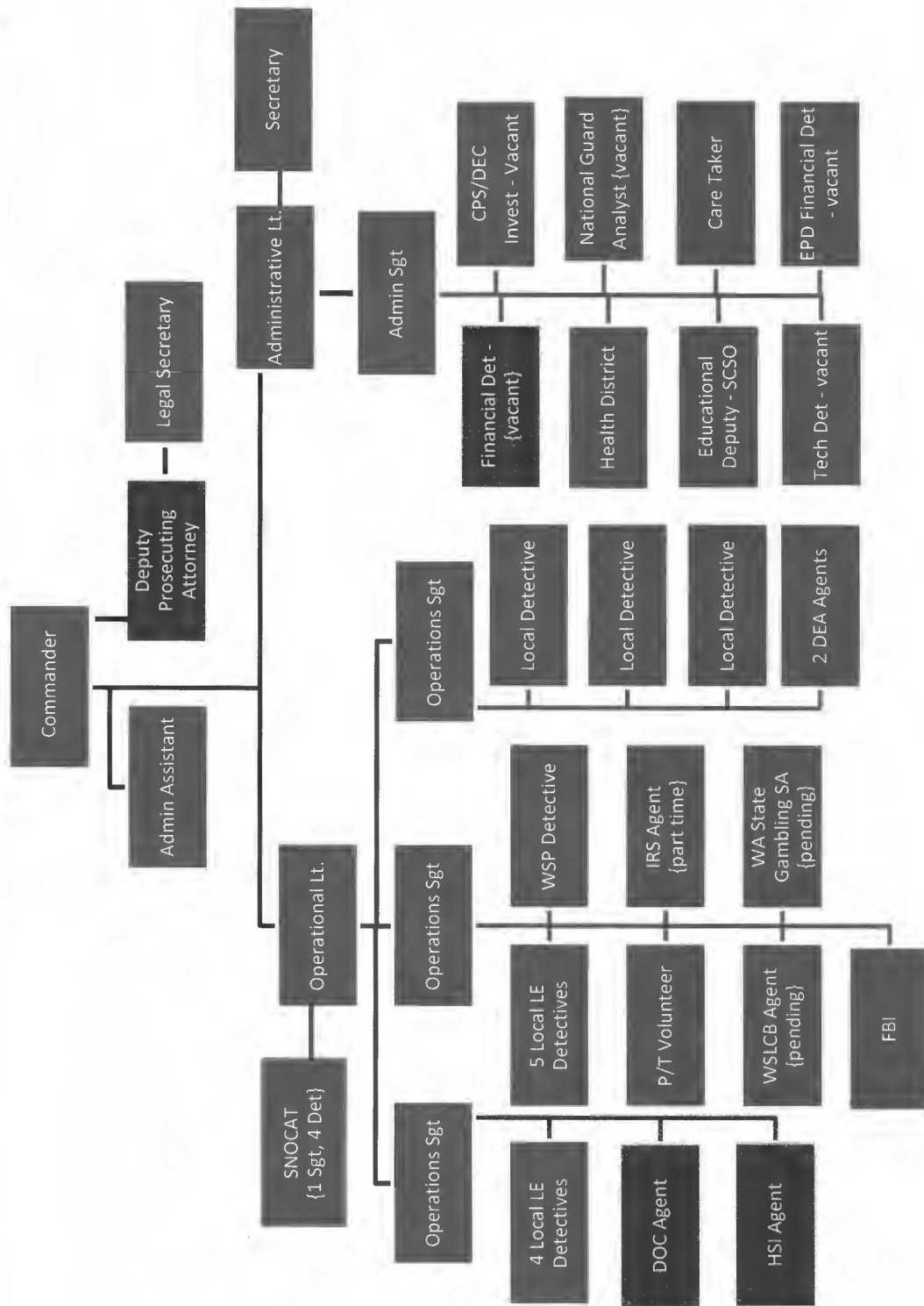
Snohomish Regional Drug & Gang Task Force

Personnel Assigned by Jurisdiction
July 1, 2016 through December 31, 2017

<u>EVERETT POLICE DEPARTMENT</u>	<u>FUNDING</u>		
1 Lieutenant	1 Everett PD		
1 Sergeant	2 Everett PD		
1 Detective	3 Everett PD		
1 Detective	4 Everett PD		
1 Detective	5 Everett PD		
1 Detective	6 Everett PD		
1 Detective	7 Everett PD		
1 Detective	Everett PD	VACANT	
1 Support Personnel	8 Everett PD		8
<u>SNOHOMISH COUNTY SHERIFF'S OFFICE</u>	<u>FUNDING</u>		
1 Task Force Commander	1 Justice Assistance Grant		
1 Lieutenant	2 Snohomish County Sheriff		
1 Sergeant	3 Justice Assistance Grant		
1 Sergeant	4 Snohomish County Sheriff		
1 Detective	5 Snohomish County Sheriff		
1 Detective	6 Snohomish County Sheriff		
1 Detective	7 Snohomish County Sheriff		
1 Detective	8 Snohomish County Sheriff	VACANT	
1 Detective	Snohomish County Sheriff		
1 Detective	9 Snohomish County Sheriff		
1 Information Deputy	10 Snohomish County Sheriff		
1 K9 Detective	11 Snohomish County Sheriff		
1 Support Staff	12 Snohomish County Sheriff		12
<u>EDMONDS POLICE DEPARTMENT</u>			
1 Detective	1 Edmonds PD		1
<u>LYNNWOOD POLICE DEPARTMENT</u>			
1 Sergeant	1 Lynnwood PD		
1 Detective	2 Lynnwood PD		
1 Detective	3 Lynnwood PD		3
<u>MOUNTLAKE TERRACE POLICE DEPARTMENT</u>			
1 Detective	Mountlake Terrace PD	VACANT	
<u>SNOHOMISH COUNTY PROSECUTOR'S OFFICE</u>	<u>FUNDING</u>		
1 Deputy Prosecutor	1 Seizure Funding		
1 Support Staff	2 Seizure Funding		2
<u>STATE OF WASHINGTON</u>	<u>FUNDING</u>		
1 Detective	1 Washington State Patrol		
1 Agent	2 Department of Corrections		2
<u>WA STATE GAMBLING COMMISSION</u>	<u>FUNDING</u>		
1 Agent	Washington State	VACANT	

<u>NATIONAL GUARD</u>	<u>FUNDING</u>		
1 Intelligence Analyst	Washington National Guard		VACANT
<u>BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES</u>	<u>FUNDING</u>		
1 Agent	ATF		VACANT
<u>DRUG ENFORCEMENT AGENCY</u>	<u>FUNDING</u>		
1 Agent	1 Drug Enforcement Agency		1
<u>INTERNAL REVENUE SERVICE</u>	<u>FUNDING</u>		
1 Agent	Internal Revenue Service		VACANT
<u>ICE / H.S.I.</u>	<u>FUNDING</u>		
1 Agent	1 Immigration And Customs Enforcement		1
<u>NAVAL CRIMINAL INTELLIGENCE SERVICE</u>	<u>FUNDING</u>		
1 Agent	NCIS		VACANT
<u>FEDERAL BUREAU OF INVESTIGATIONS</u>	<u>FUNDING</u>		
1 Agent	1 FBI		
1 Agent	2 FBI		2
			32

SRDGTF Executive Board
 Chief of Everett (Asst Chair), Chief of Mountlake Terrace, Snohomish County Sheriff (Chair), Snohomish County Prosecutor,
 City of Everett Prosecutor, SRDGTF Commander



7/18/17 by MK

EXHIBIT C**Snohomish Regional Drug & Gang Task Force**

Local Contributions for July 1, 2016 through December 31, 2017

JURISDICTION	POPULATION	2016 BRIDGE AMOUNT	OCT 2016- SEPT 2017 AMOUNT	OCT 2017- DEC 2017 AMOUNT	CONTRACT GRAND TOTAL
Arlington	18,490	\$ 1,230	\$ 4,918	\$ 1,230	\$ 7,378
Bothell	17,230	\$ 1,146	\$ 4,583	\$ 1,146	\$ 6,875
Brier	6,500	\$ 432	\$ 1,729	\$ 432	\$ 2,593
Darrington	1,350	\$ 90	\$ 359	\$ 90	\$ 539
Edmonds	40,490	\$ 2,693	\$ 10,770	\$ 2,693	\$ 16,156
Everett	105,800	\$ 7,036	\$ 28,142	\$ 7,036	\$ 42,214
Gold Bar	2,115	\$ 141	\$ 563	\$ 141	\$ 845
Granite Falls	3,390	\$ 226	\$ 902	\$ 226	\$ 1,354
Index	160	\$ 11	\$ 43	\$ 11	\$ 65
Lake Stevens	29,900	\$ 1,988	\$ 7,953	\$ 1,988	\$ 11,929
Lake Forest Park	-	\$ -	\$ -	\$ -	\$ -
Lynnwood	36,420	\$ 2,422	\$ 9,687	\$ 2,422	\$ 14,531
Marysville	64,140	\$ 4,265	\$ 17,061	\$ 4,265	\$ 25,591
Mill Creek	19,760	\$ 1,314	\$ 5,256	\$ 1,314	\$ 7,884
Monroe	17,620	\$ 1,172	\$ 4,687	\$ 1,172	\$ 7,031
Mountlake Terrace	21,090	\$ 1,403	\$ 5,610	\$ 1,403	\$ 8,416
Mukilteo	20,900	\$ 1,390	\$ 5,559	\$ 1,390	\$ 8,339
Snohomish	9,385	\$ 624	\$ 2,496	\$ 624	\$ 3,744
Snohomish County	330,260	\$ 21,962	\$ 87,847	\$ 21,962	\$ 131,771
Stanwood	6,585	\$ 438	\$ 1,752	\$ 438	\$ 2,628
Sultan	4,680	\$ 311	\$ 1,245	\$ 311	\$ 1,867
DSHS, CPS	-	\$ -	\$ -	\$ -	\$ -
Snohomish Health District	-	\$ -	\$ -	\$ -	\$ -
Washington State Patrol	-	\$ -	\$ -	\$ -	\$ -
PARTICIPATING JURISDICTIONS' TOTALS:		\$ 50,294	\$ 201,162	\$ 50,294	\$ 301,750

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT E

Snohomish Regional Drug & Gang Task Force

Commander Selection

To fill the position of Snohomish Regional Drug and Gang Task Force Commander, the Executive Board will propose three recommended candidates to the County Sheriff. Candidates must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must be responsive to the needs and direction of the Executive Board. The Sheriff will make the selection from the three recommended candidates. The Drug Task Force Commander will report to and take direction from the Executive Board and the Sheriff. The position of Drug Task Force Commander is an "At Will" employee.

The Task Force Commander will serve for 4 years with a year by year extension thereafter. Extensions will be based on meeting the performance objectives set by the Sheriff and Executive Board, and may be granted by the Sheriff after consultation with the Executive Board.

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

_____ Dated _____
Title _____ Jurisdiction of _____

ATTEST:

_____ Dated _____
Jurisdiction Clerk

APPROVED AS TO FORM:

_____ Dated _____
Jurisdiction Attorney

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 09/25/17

AGENDA ITEM:	
Donation of Boathouse	

PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	

DEPARTMENT:	
Legal	

ATTACHMENTS:

BUDGET CODE:	AMOUNT:

SUMMARY:

The owner of a boathouse at Geddes Marina wishes to donate the boathouse to the city.

RECOMMENDED ACTION: Staff recommends the Council consider accepting the donation of the boathouse and take title to it.

CITY OF MARYSILLE
Marysville, Washington

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARYSVILLE, ACCEPTING A DONATION OF CERTAIN REAL
PROPERTY.**

WHEREAS, Dan Bartlett is the owner of a boathouse located at Geddes Marina Slip S1,
Snohomish County tax parcel 00970300400100; and,

WHEREAS, Dan Bartlett has offered to convey as a gift to the City of Marysville the
above described real property and the bill of sale is attached as Exhibit A; and,

WHEREAS, it is in the public interest for the City to acquire and hold the subject
property for purposes of waterfront revitalization.

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

The City of Marysville hereby accepts the Bill of Sale from Dan Bartlett and takes title to
the boathouse located at Geddes Marina Slip S1, Snohomish County tax parcel
00970300400100.

ADOPTED by the City Council at an open public meeting this _____ day of
_____, 2017

CITY OF MARYSVILLE

By _____
Jon Nehring, MAYOR

Attest:

By _____
April O'Brien, DEPUTY CITY CLERK

Approved as to form:

By _____
Jon Walker, CITY ATTORNEY

RECEIVED

Exhibit A

AUG 10 2017

CITY OF MARYSVILLE

BILL OF SALE

RECEIVED

~~AUG 10 2015~~

~~CITY OF MARYSVILLE~~

WHEREAS, the CITY OF MARYSVILLE ("City") is the owner of the Geddes Marina located at 1326 First Street, Marysville, Washington ("Marina"); and

WHEREAS, DAN BARTLETT, "Seller," whose address is 4607 101ST DL NE MARYSVILLE, WA, is the tenant of Marina boat slip no. SLIP S1 ("Slip"); and

WHEREAS, Seller is terminating his/her/their rental of the Slip; and

WHEREAS, the Slip has a boat house constructed upon it which is the personal property of Seller, but Seller does not wish to dismantle the boathouse or remove it from the Slip; and

WHEREAS, Seller warrants and represents that Seller has full authority to sell and convey ownership of the boathouse; and

WHEREAS, Seller has the option of removing the boathouse, but has elected instead to convey the boathouse to the City; NOW, THEREFORE,

Seller, for and in consideration of \$ 0 and other valuable consideration, the receipt whereof is hereby acknowledged, sells and conveys to the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, the following-described property located at Geddes Marina, 1326 First Street, Marysville, WA 98270:

Boathouse located at Geddes Marina Slip S1

Snohomish County Tax Parcel 00970300400100

Seller covenants and agrees to warrant and defend the sale of said property, goods and chattels, hereby made, against all and every person whomsoever, lawfully claiming the same or any interest in or part thereof.

Seller further covenants and agrees to remove all personal property and debris from within and around the boathouse structure within thirty (30) days after the date hereof and properly and legally dispose of all debris and any property Seller chooses not to retain. In the event Seller fails to do so, City may remove and dispose of such property and debris, and Seller shall reimburse City for all expenses incurred in such removal and disposal.

DATED this 21 day of JUNE, 2017.

SELLER:

SELLER:

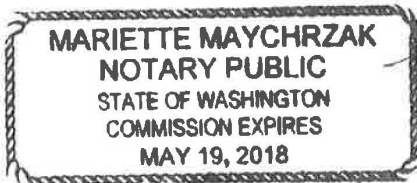
Dan J. Bartlett
DAN J. BARTLETT (print name)

(print name)

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that DAN BARTLETT
is is are the person(s) who appeared before me, and said person(s)
acknowledged that HE (he/she/they) signed this instrument and acknowledged it to be HIS
(his/hers/their) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 21st day of JUNE, 2017.



Mariette Maychrzak
MARIETTE MAYCHRZAK
[Legibly print name of notary]
NOTARY PUBLIC in and for the State
of Washington, residing at MARYSVILLE
My commission expires MAY 19, 2018

Index #12

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 25, 2017

AGENDA ITEM:	
Sunnyside Well Treatment Facility Project - Supplemental Agreement No.1 with RH2 Engineering, Inc. for Engineering Support During Construction	
PREPARED BY:	DIRECTOR APPROVAL:
Jay Cooke, Project Manager	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
PSA, Supplemental Agreement No. 1	
BUDGET CODE:	AMOUNT:
40220594.563000, W-1302	\$0.00
SUMMARY:	
<p>RH2 Engineering, Inc. (RH2) has been providing engineering services to the City during the construction phase of the Sunnyside Well Treatment Facility project including design support, materials testing, special inspection, review of contractor submittals and RFI's, startup & testing observation and prepare record drawings.</p> <p>Due to the extended construction duration and increased engineering support services required to evaluate and resolve multiple design issues that cropped up during the construction period, the current Professional Services Agreement (PSA) needs to be supplemented to extend the PSA contract term an additional three (3) months to terminate on December 31, 2017.</p>	

RECOMMENDED ACTION: Staff recommends that Council authorize the Major to sign and execute the attached Supplemental Agreement No. 1 to the original Professional Services Agreement with RH2 Engineering, Inc. extending the contract term to December 31, 2017.

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND RH2 ENGINEERING, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement”) is made and entered into this _____ day of September, 2017, by and between the City of Marysville, a Washington State municipal corporation (“City”) and RH2 Engineering, Inc., a Washington Corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for consulting services consisting of design support, special inspection, material sampling and testing and limited on-call construction management support for the Sunnyside Well Treatment Facility project (the “Original Agreement”), said Original Agreement being dated March 23, 2016; and

WHEREAS, both parties desire to supplement the Original Agreement, by extending the Contract Term;

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

1. Article III.3 of the Original Agreement, “TERM”, is amended to provide all work shall be completed by December 31, 2017.

2. Each and every provision of the Original Agreement for Professional Services dated March 23, 2016, shall remain in full force and effect, except as modified herein.

DATED this _____ day of September, 2017.

CITY OF MARYSVILLE

RH2 ENGINEERING, INC.

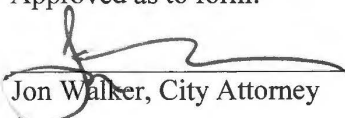
By _____
Jon Nehring, Mayor

By _____
[Name]
Its: [Title]

ATTEST/AUTHENTICATED:

April O’Brien, Deputy City Clerk

Approved as to form:




Jon Walker, City Attorney

Index #13

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 25, 2017

AGENDA ITEM: Hotel/Motel Committee Recommendation	
PREPARED BY: Leah Tocco, Executive Program Analyst	DIRECTOR APPROVAL: 
DEPARTMENT: Executive	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Hotel/Motel Committee is required to be appointed annually by Council:

Councilmember Kamille Norton has already been appointed to serve as committee chairperson representing the city.

The following members require Council appointment:

Jennifer Caveny; Holiday Inn Express
 Jessica Stickles, The Greater Marysville Tulalip Chamber of Commerce
 Mary Kirkland; Downtown Merchants Association
 Mr. Charles Lee; Village Motor Inn

RECOMMENDED ACTION: Approve recommendations for 2017-2018 Hotel/Motel Committee members.
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