

Marysville City Council Meeting

October 23, 2017

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Hospice of the Northwest

B. Proclamation: Declaring November 2017 Hospice Month in the City of Marysville

Audience Participation

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

1. Approval of the October 2, 2017 City Council Work Session Minutes.

Consent

2. Approval of the October 4, 2017 Claims in the Amount of \$2,276,461.37 Paid by EFT Transactions and Check Numbers 119783 through 119911 with No Check Numbers Voided.

3. Approval of the October 11, 2017 Claims in the Amount of \$901,013.89 Paid by EFT Transactions and Check Numbers 119912 through 120089 with Check Number 119406 Voided.

4. Approval of the October 18, 2017 Claims in the Amount of \$299,982.14 Paid by EFT Transactions and Check Numbers 120090 through 120196 with Check Number 117088 Voided.

Review Bids

Public Hearings

New Business

5. Consider a **Resolution** Revising Park Facility Rental Fees.

Marysville City Council Meeting

October 23, 2017

7:00 p.m.

City Hall

6. Consider an Agreement with Wave Business Solutions, LLC for the Purchase of 30 Year Irrevocable Right of Use for Fiber to the Edwards Springs Water Treatment Plant.
7. Consider the Sunnyside Safe Routes to School Project with Northend Excavating Inc. Starting the 45-day Lien Period for Project Closeout.
8. Consider the Agreement Establishing an Interagency Child Abduction Response Team (ICART).
9. Consider the Final Plat of Davis Meadows
10. Consider the Professional Services Agreement Supplemental No. 1 with RH2 Engineering, Inc. for Water Supply Operational Strategy.
11. Consider the Letter to be sent to the Puget Sound Regional Council, Growth Management Policy Board.

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

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

Index #1

COUNCIL



DRAFT
MINUTES

Regular Meeting
October 2, 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, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: None

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, Police Chief Smith, Assistant Public Works Director Kari Chenault, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to approve the agenda. **Motion** passed unanimously (7-0).

Committee Reports

Councilmember Seibert gave a report on the 9/27 Public Safety Meeting where the following items were addressed:

- The SRO gave an update. They have responded to 3400 incidents in the schools. They held the first Youth Academy which 25 students completed.
- Code Enforcement gave an update about some difficult properties that they are working with. They are working with Utility Billing to board up houses if the water is off. They are also working on homeless camps.

- Five officers have been hired in the last two months. There are still three open positions with one open position in custody
- A new records clerk is coming on board as soon as they finish their certification.
- There was discussion about the SODA recommendation which is in Council's packet tonight.

Presentations

A. Snohomish Conservation District

Kate Riley, Program Manager and Steve VanValkenburg, Board Member, discussed the rates and program proposal. They made a PowerPoint presentation regarding the history of the Snohomish Conservation District and the current focus of their work on protecting natural resources. The District is proposing changing the structure of their rate to a rate based on land use due to the changing nature of the land and increased needs. Ms. Riley requested that the City's initial letter of opposition be retracted as it was the only letter of opposition they received.

Councilmember Seibert asked why a portion of Marysville was exempted in the 1940s. Ms. Riley and Mr. VanValkenburg explained that the area was initially outside the City prior to annexations.

Councilmember Muller asked the cost structure. Ms. Riley reviewed this. Councilmember Muller asked about the process for getting help from the Conservation District. Ms. Riley explained that the first step is to request a site visit. She noted that all of their services are free. The District provides technical services and cost-share opportunities.

Discussion Items

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

1. Consider the September 11, 2017 City Council Meeting Minutes.

Consent

2. Approval of the September 27, 2017 Claims in the Amount of \$2,137,959.82 paid by EFT transactions and Check Numbers 119644 through 119782 with no Check Numbers Voided.

Review Bids

3. Consider Awarding the Bid for the 2017 Emergency Generator Project.

Kari Chenault explained that this bid would be opened tomorrow.

Public Hearings**New Business**

4. Consider the Purchase of the 24' x 40' Modular Office Building for the Water Resource Division.

Ms. Chenault explained that they have been renting a smaller building, but this would provide for the purchase of an office.

5. Consider the Purchase of a Replacement Dump Truck, Replacement Step Van, and an Additional Crew Cab as Identified in the 2017/2018 Fleet Budget.

Ms. Chenault reviewed this item. This is three fleet purchases that were budgeted for, but because they are over the \$75,000 limit they need to come to Council.

6. Consider the 2016 Pavement Preservation Program with Cemex Construction Materials Pacific LLC, Starting the 45-day Lien Filing Period for Project Closeout.

This project is completed, and this would close the project out.

7. Consider the Purchase of Two 20 Hp Fairbanks Morse Vertical Turbine Solids Handling Filter Feed Pumps.

This was budgeted, but is over the \$75,000 limit.

8. Consider the Land Use Restriction and Real Property Covenant for the Qwuloot Area.

Ms. Chenault explained that the City had to identify property and record a land use restriction on the property to say that it can't be used for anything other than the flooding purposes. This is a requirement from the Corps and Ecology in order to release credits.

9. Consider the USDA-APHIS Wildlife Services for the Fiscal Year ending September 30, 2018.

Ms. Chenault stated that this is a request for an extension of USDA wildlife services agreement. It is mainly used for beaver control.

Councilmember Toyer asked how often the City uses them. Ms. Chenault was not sure, but estimated about three times a month.

11. Consider the 2018 Yakima County Agreement for Jail Services.

Chief Smith stated that this is a renewal with a nominal increase.

12. Consider an Ordinance Granting Astound Broadband, LLC dba Wave a Nonexclusive Telecommunications Franchise Agreement.

City Attorney Walker stated that items 12 and 13 are both wire franchise that were discussed last week.

13. Consider an Ordinance Granting MCIMetro Access dba Verizon Access a Nonexclusive Telecommunication Franchise Agreement.
14. Consider an Ordinance Dedicating Right-of-Way for Public Use on State Avenue in the area of 116th.

City Attorney Walker stated that this is a triangular parcel on state Avenue that the city acquired to do right of way improvements. A portion of it would be dedicated for the road; the remainder would be available for other uses.

15. Consider a Resolution Establishing a Stay out of Drug Area (SODA) in the Smokey Point area.

Chief Smith acknowledged Assistant Chief Goldman for working with City Attorney Walker on this. He explained that the City of Arlington approved a SODA ordinance in the Smokey Point area. Marysville would like to establish a SODA adjacent to Arlington's in order to effectively deal with issues in that area.

16. Consider an Interlocal Agreement with Snohomish Health District for the Purpose of Providing for a Per Capita Contribution by the City for Health District Services.

City Attorney Walker reviewed this Interlocal Agreement which the Snohomish Health District sent to the Council for consideration.

Legal

Mayor's Business

- The Joint Snohomish County Cities and Snohomish County Tomorrow meeting last week was very informative.
- Mayor Nehring stated that he, Mayor Tolbert and the two police chiefs have been working on a "Say No to Panhandlers" campaign in Smokey Point. This would be a joint campaign with Arlington to improve safety in the area.
- He was informed tonight that Marysville was selected as one of five cities in the County to move forward with the Amazon Headquarters 2. He discussed the value of this process.

Staff Business

Chief Smith had no additional comments.

Sandy Langdon had no comments.

Dave Koenig:

- On State Avenue north of Honda and Ford, the Toyota dealership is moving forward. North of that the Ford Dealership will be relocating its used car lot.
- He noted that on 83rd and Soper there is a subdivision being built with a significant storm water vault under development. There is another one a little north of there. These give a good idea of the volume of water being retained on the site.

Jim Ballew had no comments.

Kari Chenault had no additional comments.

Chief McFalls:

- He thanked Director Koenig, Community Development, and the Fire Marshal's office for deconstruction of the Village Restaurant which is underway today.
- He spoke about the Interlocal Agreement that is up for extension in 2018 between Fire District 12 and the City of Marysville. He requested that the Council consider matching the regular levy rate at the higher amount.

Jon Walker had no additional comments.

Gloria Hirashima had no comments.

Call on Councilmembers

Rob Toyer stated that last week Snohomish County Council passed a heroin safe injection site proposal. He requested that the Council look at something similar. There was consensus to have the staff research and bring information back to the Council.

Michael Stevens had no comments.

Jeff Vaughan had no comments.

Jeff Seibert had no comments.

Donna Wright had no comments.

Kamille Norton commented that the Twilight Run was lots of fun on Saturday. It was great to have so many people come into the community. She expressed appreciation to the golf course for letting the event happen.

Steve Muller had no comments.

Adjournment

The meeting was adjourned at 7:54 p.m.

Approved this _____ day of _____, 2017.

Mayor
Jon Nehring

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 23, 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 October 4, 2017 claims in the amount of \$2,276,461.37 paid by EFT transactions and Check No. 119783 through 119911with no Check No. voided.</p> <p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-10

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 **\$2,276,461.37 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 119783 THROUGH 119911 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **23rd DAY OF OCTOBER 2017.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/28/2017 TO 10/4/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119783	RAPID FINANCIAL SOL	JURY COSTS/LOAD FEE	COURTS	545.22
119784	ACLARA TECHNOLOGIES	CABLES	WATER SERVICES	55.80
119785	ALL BATTERY SALES & ALL BATTERY SALES &	LED LIGHTS AND HEADLAMPS DISCS, FUSE HOLDERS AND PADS	ER&R EQUIPMENT RENTAL	275.97 326.32
119786	ANDERSON, GARY		WATER/SEWER OPERATION	208.29
119787	ANDES LAND SURVEY	LAND SURVEYING	GMA - STREET	2,900.00
119788	ARAMARK UNIFORM ARAMARK UNIFORM	LINEN CREDIT LINEN SERVICE	OPERA HOUSE OPERA HOUSE	-12.55 90.89
119789	BANK OF AMERICA	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	602.21
119790	BARRETT, PETER & DAN		GARBAGE	21.91
119791	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	44,398.21
119792	BICKFORD FORD BICKFORD FORD BICKFORD FORD	SWITCH 2017 FORD F250 2018 FORD FLEX	EQUIPMENT RENTAL EQUIPMENT RENTAL EQUIPMENT RENTAL	30.05 33,599.23 35,416.96
119793	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,079.73
119794	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	474.01
119795	BROCK, TINA BROCK, TINA	REIMBURSE WELLNESS EXPENSE/MIL	EXECUTIVE ADMIN PERSONNEL ADMINISTRATIOI	11.66 69.91
119796	CADMAN MATERIALS INC CADMAN MATERIALS INC CADMAN MATERIALS INC CADMAN MATERIALS INC CADMAN MATERIALS INC CADMAN MATERIALS INC CADMAN MATERIALS INC	ASPHALT	STORM DRAINAGE ROADWAY MAINTENANCE TRANSPORTATION MANAGEM ROADWAY MAINTENANCE TRANSPORTATION MANAGEM ROADWAY MAINTENANCE TRANSPORTATION MANAGEM	284.05 351.77 833.48 834.86 836.24 880.35 1,739.52
119797	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	48.31
119798	CATERING BY TARA	CATERING FOR ENTERTAINMENT 9/2	OPERA HOUSE	1,230.64
119799	CENTRAL WELDING SUPP CENTRAL WELDING SUPP CENTRAL WELDING SUPP	VESTS CYLINDER PADLOCKS, GLOVES AND WIPES	ER&R STORM DRAINAGE ER&R	46.29 62.59 496.19
119800	CHAMPION BOLT	SHACKLES	SEWER LIFT STATION	23.99
119801	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,093.08
119802	CHICAGO TITLE INSURA	TITLE INSURANCE AND FEES-3621	GMA - STREET	709.86
119803	COMCAST	MONTHLY BROADBAND CHARGES	COMPUTER SERVICES	131.21
119804	CONSOLIDATED PRESS	CITY SCENE NEWSLETTER	UTILITY BILLING	1,258.58
119805	COOP SUPPLY	BRUSHES	WASTE WATER TREATMENT F	15.25
119806	CRIMINAL JUSTICE CRIMINAL JUSTICE	ACADEMY TRAINING (2)	POLICE TRAINING-FIREARMS POLICE TRAINING-FIREARMS	6,374.00 6,374.00
119807	CUMMINS NORTHWEST CUMMINS NORTHWEST	GENERATOR SERVICE	SEWER LIFT STATION WASTE WATER TREATMENT F	922.62 1,204.73
119808	CUTANDA, BABIELYN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119809	DELL	BACKUP SERVER	COMPUTER SERVICES	3,033.38
119810	DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT	HVAC MAINTENANCE	SOURCE OF SUPPLY PARK & RECREATION FAC NON-DEPARTMENTAL MAINT OF GENL PLANT COMMUNITY CENTER WATER FILTRATION PLANT MAINTENANCE COURT FACILITIES UTIL ADMIN CITY HALL WASTE WATER TREATMENT F	113.83 238.39 267.32 289.96 352.22 720.35 788.15 942.84 958.94 1,017.86 1,205.57
119811	DICKS TOWING DICKS TOWING DICKS TOWING	TOWING EXPENSE-AFL0070 TOWING EXPENSE-MP17-47290 TOWING EXPENSE-MP17-47564	POLICE PATROL POLICE PATROL POLICE PATROL	43.64 43.64 43.64

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/28/2017 TO 10/4/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119811	DICKS TOWING	TOWING EXPENSE-MP17-47673	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-#H008	EQUIPMENT RENTAL	212.75
119812	E&E LUMBER	FLOOD LIGHTS	PARK & RECREATION FAC	28.34
	E&E LUMBER	LEVER AND HOOK	MAINT OF GENL PLANT	38.21
	E&E LUMBER	NAILS	MAINT OF GENL PLANT	55.50
	E&E LUMBER	PLUMBING PARTS	WATER DIST MAINS	68.02
	E&E LUMBER	DRAIN REPAIR PARTS	STORM DRAINAGE	93.27
119813	EAGLE FENCE	GATE INSTALLATION	FACILITY REPLACEMENT	1,091.00
119814	EN POINTE TECHNOLOGI	ADOBE PRO LICENSE	COMPUTER SERVICES	341.92
119815	ENCHANTING PRINCESS	OPERA HOUSE EVENT 9/24/17	RECREATION SERVICES	675.00
119816	ENVIRONMENTAL RES	LAB ANALYSIS	WASTE WATER TREATMENT F	454.24
119817	EVERETT HERALD	SUBSCRIPTION	PARK & RECREATION FAC	213.79
119818	EVERETT STEEL CO	TUBING	EQUIPMENT RENTAL	113.77
119819	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-57.52
	EVIDENT, INC.		POLICE PATROL	689.52
119820	FORSLOF, WALLACE	REIMBURSE EXPENSE-CASE #MP17-4	POLICE INVESTIGATION	89.20
119821	FRONTIER COMMUNICATI	PHONE CHARGES	CITY CLERK	9.62
	FRONTIER COMMUNICATI		CRIME PREVENTION	9.62
	FRONTIER COMMUNICATI		COMMUNITY CENTER	9.62
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	9.62
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	19.23
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	19.24
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	28.85
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	28.85
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	38.46
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	38.46
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	38.46
	FRONTIER COMMUNICATI		STORM DRAINAGE	38.46
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	48.08
	FRONTIER COMMUNICATI		YOUTH SERVICES	48.08
	FRONTIER COMMUNICATI		RECREATION SERVICES	48.08
	FRONTIER COMMUNICATI		LEGAL-GENL	48.08
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	48.08
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	48.24
	FRONTIER COMMUNICATI		CITY HALL	48.24
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	48.24
	FRONTIER COMMUNICATI		PUBLIC SAFETY BLDG	48.24
	FRONTIER COMMUNICATI		UTILITY BILLING	48.24
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	48.24
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	48.24
	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	52.88
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	54.17
	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	55.38
	FRONTIER COMMUNICATI	PHONE CHARGES	COMPUTER SERVICES	67.27
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	67.31
	FRONTIER COMMUNICATI		FINANCE-GENL	67.31
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	67.31
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	76.92
	FRONTIER COMMUNICATI		UTILITY BILLING	76.92
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	86.54
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	86.54
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	95.26
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	96.48
	FRONTIER COMMUNICATI		POLICE PATROL	96.48
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	96.48
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	96.48
	FRONTIER COMMUNICATI		COMMUNITY CENTER	96.48

**CITY OF MARYSVILLE
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119821	FRONTIER COMMUNICATI	PHONE CHARGES	GOLF ADMINISTRATION	96.48
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	102.39
	FRONTIER COMMUNICATI	PHONE CHARGES	OFFICE OPERATIONS	105.77
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	125.00
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	125.00
	FRONTIER COMMUNICATI		UTIL ADMIN	144.23
	FRONTIER COMMUNICATI		ENGR-GENL	163.46
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	192.96
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	201.92
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	241.17
	FRONTIER COMMUNICATI		UTIL ADMIN	323.18
	FRONTIER COMMUNICATI		POLICE PATROL	432.69
119822	FU, SHEN CHIN		WATER/SEWER OPERATION	148.16
119823	FUN EXPRESS LLC	SPECIAL EVENT SUPPLIES	GENERAL FUND	-14.44
	FUN EXPRESS LLC		RECREATION SERVICES	173.06
119824	GALLS, LLC	UNIFORM-MARAMED	DETENTION & CORRECTION	88.32
	GALLS, LLC		DETENTION & CORRECTION	88.38
	GALLS, LLC		DETENTION & CORRECTION	92.69
	GALLS, LLC	UNIFORM-FOOTE	POLICE PATROL	173.68
119825	GENUINE AUTO GLASS	REPLACE WINDSHIELD	EQUIPMENT RENTAL	212.16
119826	GORLEY, GLENNA	REFUND CLASS FEES	PARKS-RECREATION	100.00
119827	GOULD, BARRY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119828	GOVCONNECTION INC	PHONE CORDS AND KEYBOARDS	COMPUTER SERVICES	236.35
119829	GRAY AND OSBORNE	PROFESSIONAL SERVICES	STORM DRAINAGE	894.79
119830	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	30.19
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.19
	GREATAMERICA FINANCI		FINANCE-GENL	30.19
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIOI	30.19
	GREATAMERICA FINANCI		UTILITY BILLING	30.19
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.19
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.22
	GREATAMERICA FINANCI		POLICE PATROL	36.22
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.22
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.22
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.22
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.54
	GREATAMERICA FINANCI		ENGR-GENL	38.54
	GREATAMERICA FINANCI		UTIL ADMIN	38.55
119831	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	318.40
119832	HD FOWLER COMPANY	SEWER PIPE	STORM DRAINAGE	280.98
	HD FOWLER COMPANY	GAUGES	WATER DIST MAINS	496.09
119833	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	72,919.42
119834	HERC RENTALS INC	EXCAVATOR W/BUCKET RENTAL	STORM DRAINAGE	2,390.39
119835	HERITAGE BANK	RETAINAGE ON PAY ESTIMATE #2	GMA - STREET	17,696.29
119836	HUNG KHUU & LINDA CH		WATER/SEWER OPERATION	125.62
119837	KAISER PERMANENTE	DOT PHYSICALS	SOLID WASTE OPERATIONS	95.00
	KAISER PERMANENTE		PARK & RECREATION FAC	156.00
	KAISER PERMANENTE		UTIL ADMIN	306.00
	KAISER PERMANENTE	IMMUNIZATIONS	EXECUTIVE ADMIN	496.00
119838	KEES, TINA	REFUND CLASS FEES	PARKS-RECREATION	100.00
119839	KENWORTH NORTHWEST	CLEVIS KITS	EQUIPMENT RENTAL	82.61
119840	KEVIN STAFFORD CONST		WATER/SEWER OPERATION	50.00
119841	KINNEY, HEATHER	REIMBURSE CDL RENEWAL FEES	TRANSPORTATION MANAGEM	102.00
119842	KLRS LLC		WATER/SEWER OPERATION	113.49
119843	KNEBEL COMPANY	ASBESTOS INSPECTION	GMA - STREET	1,337.50
	KNEBEL COMPANY		MAINT OF GENL PLANT	3,920.00
119844	KOENIG, DAVID	REIMBURSE CONFERENCE EXPENSE-M	COMMUNITY DEVELOPMENT-	643.83

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/28/2017 TO 10/4/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119845	LABOR & INDUSTRIES	LICENSE RENEWAL-OATES	POLICE TRAINING-FIREARMS	100.00
119846	LASTING IMPRESSIONS	UNIFORM-REYES	POLICE PATROL	24.00
	LASTING IMPRESSIONS	UNIFORMS	OFFICE OPERATIONS	69.80
	LASTING IMPRESSIONS	VEST AND JACKET-NISHIMURA	OFFICE OPERATIONS	123.68
119847	LATHAM, JEFFREY		WATER/SEWER OPERATION	168.22
119848	LE, PHI		WATER/SEWER OPERATION	154.19
119849	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	34.85
119850	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	549.32
119851	MARYSVILLE COM CHURC	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119852	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	207,936.84
	MARYSVILLE FIRE DIST		FIRE-GENL	633,030.46
119853	MARYSVILLE PRINTING	OFFER FORMS	LEGAL - PROSECUTION	108.01
119854	MARYSVILLE, CITY OF	BUILDING PERMIT B17-0159	MAINT OF GENL PLANT	1,824.49
119855	MATERIALS TESTING &	ASPHALT COMPACTION TESTING	GMA - STREET	1,372.50
119856	MCCANN, JOSHUA K		WATER/SEWER OPERATION	185.18
119857	MCGLOAN, KRISTI		WATER/SEWER OPERATION	1.87
119858	MCKITTRICK, SUSAN	RENTAL DEPOSIT REFUND	PARKS-RECREATION	100.00
119859	MONDARES-RIGGS, TIFFA		GENERAL FUND	100.00
119860	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	327.00
119861	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	WASTE WATER TREATMENT F	16.65
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	16.66
	MOUNTAIN MIST		SEWER MAIN COLLECTION	16.66
119862	NELSON TRUCK EQUIP	RETURN BASE	EQUIPMENT RENTAL	-100.81
	NELSON TRUCK EQUIP	BASE	EQUIPMENT RENTAL	104.08
	NELSON TRUCK EQUIP	GUARD PROTECTOR AND KIT	EQUIPMENT RENTAL	411.22
119863	NORTH COAST ELECTRIC	FILTER	SEWER LIFT STATION	11.51
	NORTH COAST ELECTRIC	HEX SETS, CABLE TIES AND LAMPS	WASTE WATER TREATMENT F	74.71
119864	NORTHWESTERN AUTO	PROPERTY DAMAGE-ALLSTATE (LAKI	INSURANCE RECOVERY	1,060.45
119865	OBOM CONSTRUCTION	LOCATE LEAK AND REPAIR DISHWAS	WASTE WATER TREATMENT F	545.50
119866	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	15.21
	OFFICE DEPOT		EXECUTIVE ADMIN	18.82
	OFFICE DEPOT		POLICE INVESTIGATION	21.10
	OFFICE DEPOT		LEGAL-GENL	23.99
	OFFICE DEPOT		POLICE INVESTIGATION	26.23
	OFFICE DEPOT		EXECUTIVE ADMIN	76.49
	OFFICE DEPOT		YOUTH SERVICES	101.32
	OFFICE DEPOT		LEGAL-GENL	116.71
119867	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	84.00
	OLASON, MONICA		RECREATION SERVICES	126.00
	OLASON, MONICA		RECREATION SERVICES	144.00
	OLASON, MONICA		RECREATION SERVICES	144.00
	OLASON, MONICA		RECREATION SERVICES	166.80
	OLASON, MONICA		RECREATION SERVICES	168.00
	OLASON, MONICA		RECREATION SERVICES	192.00
	OLASON, MONICA		RECREATION SERVICES	303.30
119868	OREGON DEPT MILITARY	RANGE RENTAL FOR SWAT TRAINING	POLICE TRAINING-FIREARMS	1,700.00
119869	PACIFIC POWER BATTER	SCHOOL BEACON BATTERIES	TRANSPORTATION MANAGEM	204.63
119870	PARTS STORE, THE	MOUNT	EQUIPMENT RENTAL	22.10
	PARTS STORE, THE	FILTERS, WIPERS AND LIGHTS	ER&R	105.40
119871	PARTSMASER	HARDWARE AND LED'S	TRANSPORTATION MANAGEM	342.27
119872	PETERSEN, ELIZABETH	RCW 8.25.020 1526 1ST STREET	GMA - STREET	750.00
119873	PETTY CASH- PARKS	SPECIAL EVENT SUPPLIES	PARK & RECREATION FAC	7.29
	PETTY CASH- PARKS		OPERA HOUSE	77.06
119874	PLATT ELECTRIC	BULBS	CITY HALL	138.78
119875	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-4.33
	POLICE & SHERIFFS PR		POLICE PATROL	51.82
119876	POLLARDWATER.COM	TEST HOSE AND KIT	WATER DIST MAINS	1,658.13

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/28/2017 TO 10/4/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119877	PREMIER GOLF CENTERS	MANAGEMENT SERVICES GOLF COURS	GOLF ADMINISTRATION	8,249.76
119878	PROFESSIONAL TRAININ	TRAINING-CRAIN	UTIL ADMIN	380.00
119879	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	16.44
	PUD	ACCT #2049-3331-1	PUMPING PLANT	16.44
	PUD	ACCT #2211-0009-2	GMA - STREET	17.01
	PUD	ACCT #2027-9116-6	PUMPING PLANT	17.16
	PUD	ACCT #2013-8099-5	PUMPING PLANT	17.28
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	17.58
	PUD	ACCT #2022-2076-0	GOLF ADMINISTRATION	23.50
	PUD	ACCT #2016-1018-5	TRANSPORTATION MANAGEM	31.05
	PUD	ACCT #2016-7089-0	TRANSPORTATION MANAGEM	38.96
	PUD	ACCT #2021-4048-9	TRANSPORTATION MANAGEM	41.53
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	45.07
	PUD	ACCT #2008-0070-4	STREET LIGHTING	53.32
	PUD	ACCT #2202-9862-4	STREET LIGHTING	59.79
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	63.07
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	86.50
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	119.97
	PUD	ACCT #2022-9433-6	STREET LIGHTING	137.75
	PUD	ACCT #2025-7232-7	STREET LIGHTING	147.05
	PUD	ACCT #2207-3128-5	STREET LIGHTING	148.52
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	168.63
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	248.43
119880	REECE TRUCKING	PAY ESTIMATE #1	UTILITY CONSTRUCTION	-30,026.02
	REECE TRUCKING		WATER CAPITAL PROJECTS	655,167.77
119881	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	21,494.65
119882	RICOH USA, INC.	PRINTER/COPIER CHARGES	COMMUNITY CENTER	27.81
	RICOH USA, INC.		PARK & RECREATION FAC	36.41
	RICOH USA, INC.		MUNICIPAL COURTS	39.62
	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
119883	SAFeway INC.	WELLNESS SUPPLIES/MATCH LIGHT	RECREATION SERVICES	13.08
	SAFeway INC.		PERSONNEL ADMINISTRATIOI	64.50
119884	SAFeway INC.	MEETING/TRAINING/SUMMIT SUPPLI	EXECUTIVE ADMIN	43.98
	SAFeway INC.		EXECUTIVE ADMIN	56.21
119885	SAFeway INC.	INMATE SUPPLIES	DETENTION & CORRECTION	124.15
119886	SCIENTIFIC SUPPLY	DIPPER AND TUBING	WASTE WATER TREATMENT F	124.78
119887	SEA-ALASKA INDUSTRIA	REPAIR LIFT STATION PUMP	SEWER LIFT STATION	4,106.52
119888	SERPA, CHRISTA	REFUND CLASS FEES	PARKS-RECREATION	96.00
119889	SHERWIN WILLIAMS	PAINT, FLOOR PAPER AND SAND PA	MAINT OF GENL PLANT	77.76
119890	SIGMAN, MICHAEL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	440.00
119891	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	573.48
119892	SRV CONSTRUCTION	PAY ESTIMATE #2	GMA - STREET	336,229.41
119893	STAPLES	OFFICE SUPPLIES	ENGR-GENL	19.63
	STAPLES		EQUIPMENT RENTAL	67.38
	STAPLES		PARK & RECREATION FAC	175.36
119894	STATE PATROL	ACCESS USER FEES	OFFICE OPERATIONS	600.00
119895	STERLING RENTALS	OPERA HOUSE LEASE PAYMENT	OPERA HOUSE	5,279.00
119896	STROM, KATRINA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119897	SUEZ TREATMENT	BALLAST ASSEMBLIES (8)	WASTE WATER TREATMENT F	2,258.90
119898	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIOI	2,257.73
	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATIOI	3,607.45

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/28/2017 TO 10/4/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119899	SUN BADGE CO SUN BADGE CO	BADGES	GENERAL FUND	-64.80
			POLICE PATROL	776.80
119900	SURPLUS AMMO & ARMS SURPLUS AMMO & ARMS	VEST-FOOTE	POLICE PATROL	1,908.77
		VESTS-CORNETT, SHOVE & OATES	POLICE PATROL	2,863.15
119901	SWEARENGIN, ROBERT	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	1,000.00
119902	TACOMA SCREW PRODUCT	PAINT, CLEANER, BRUSHES AND HA	ER&R	558.73
119903	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	35.93
119904	USA BLUEBOOK USA BLUEBOOK	PLACARDS AND GLOVES	PUMPING PLANT	118.67
		CHLORINE ANALYZER	SUNNYSIDE FILTRATION PLAI	3,930.87
119905	WA STATE WEED ASSO	CONFERENCE REGISTRATION-GEIST	UTIL ADMIN	125.00
119906	WABO	EMPLOYMENT AD	COMMUNITY DEVELOPMENT-	50.00
119907	WASTE MANAGEMENT	YARD WASTE/RECYCLING CHARGES	RECYCLING OPERATION	119,900.62
119908	WATAI	WATAI DUES-MCSHANE	POLICE INVESTIGATION	60.00
119909	WEHMETER, STEVE	REFUND CLASS FEES	PARKS-RECREATION	30.00
119910	WESTERN PETERBILT	WINDOW CHANNEL	EQUIPMENT RENTAL	169.24
119911	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.92

WARRANT TOTAL: 2,276,461.37

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

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 23, 2017

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the October 11, 2017 claims in the amount of \$901,013.89 paid by EFT transactions and Check No. 119912 through 120089 with Check No. 119406 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-10

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 **\$901,013.89 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 119912 THROUGH 120089 WITH CHECK NO.119406 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 **23rd DAY OF OCTOBER 2017.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 10/5/2017 TO 10/12/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119912	REVENUE, DEPT OF	3RD QTR LEASEHOLD TAX 2017	PARK & RECREATION FAC	121.98
	REVENUE, DEPT OF		GMA-STREET	154.08
	REVENUE, DEPT OF		WATER/SEWER OPERATION	385.20
	REVENUE, DEPT OF		GMA - STREET	1,123.50
	REVENUE, DEPT OF		GENERAL FUND	1,456.98
	REVENUE, DEPT OF		GOLF COURSE	1,897.15
119913	LICENSING, DEPT OF	CPL BATCH 10/11/17	GENERAL FUND	333.00
119914	LICENSING, DEPT OF		GENERAL FUND	552.00
119915	ADAMSON POLICE PROD	SWAT VESTS	GENERAL FUND	-853.13
	ADAMSON POLICE PROD		POLICE PATROL	10,228.13
119916	ALL BATTERY SALES &	BATTERY	EQUIPMENT RENTAL	130.53
119917	AMERICAN CLEANERS	DRY CLEANING	COMMUNITY SERVICES UNIT	17.24
	AMERICAN CLEANERS		OFFICE OPERATIONS	31.25
	AMERICAN CLEANERS		POLICE PATROL	34.48
	AMERICAN CLEANERS		DETENTION & CORRECTION	69.17
	AMERICAN CLEANERS		POLICE INVESTIGATION	126.72
	AMERICAN CLEANERS		POLICE ADMINISTRATION	141.29
119918	ANDERSON, SHAYLENE	REFUND CLASS FEES	PARKS-RECREATION	28.00
119919	ANDES LAND SURVEY	DEED DESCRIPTIONS 300509002045	ENGR-GENL	500.00
119920	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	71.04
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	128.63
119921	AV CAPTURE ALL, INC.	LEASE PAYMENT	PROBATION	648.05
	AV CAPTURE ALL, INC.		MUNICIPAL COURTS	1,944.17
119922	BANKS, SUSAN GAYLE	INSTRUCTOR SERVICES	RECREATION SERVICES	142.50
119923	BEECK, BRIANNA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
119924	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-327.30
	BICKFORD FORD	VALVE ASSEMBLY	EQUIPMENT RENTAL	65.91
	BICKFORD FORD	SOLENOID	EQUIPMENT RENTAL	185.59
	BICKFORD FORD	INSTRUMENT CLUSTER ASSEMBLY W/	EQUIPMENT RENTAL	738.21
119925	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	30.33
119926	BOYD, RAE	INMATE MEDICAL SERVICES	DETENTION & CORRECTION	1,900.00
119927	BRADLEY, KAM	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
119928	CAPITAL INDUSTRIES	4 YD CONTAINERS	SOLID WASTE OPERATIONS	780.07
	CAPITAL INDUSTRIES	1.5 YD CONTAINERS	SOLID WASTE OPERATIONS	1,800.15
	CAPITAL INDUSTRIES	4 YD CONTAINERS	SOLID WASTE OPERATIONS	2,340.20
	CAPITAL INDUSTRIES		SOLID WASTE OPERATIONS	2,340.20
	CAPITAL INDUSTRIES	2 YD CONTAINERS	SOLID WASTE OPERATIONS	6,382.35
119929	CATHOLIC COMMUNITY	CDBG-CCS CHORE SERVICES	COMMUNITY DEVELOPMENT-	397.52
	CATHOLIC COMMUNITY	CDBG-CCS CHORES SERVICES	COMMUNITY DEVELOPMENT-	561.33
119930	CENTRAL WELDING SUPP	WELDING SUPPLIES	EQUIPMENT RENTAL	356.94
119931	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,011.39
119932	CITY OF MARYSVILLE		WATER/SEWER OPERATION	6.34
119933	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,362.04
119934	COLUMBIA FORD	2017 FORD INTERCEPTOR	EQUIPMENT RENTAL	38,740.26
119935	COOP SUPPLY	CLEANER	WATER DIST MAINS	18.54
	COOP SUPPLY	TIE DOWN STRAPS	WATER RESERVOIRS	18.54
	COOP SUPPLY	TARP	WATER DIST MAINS	19.63
	COOP SUPPLY	GRASS SEED	PARK & RECREATION FAC	261.80
	COOP SUPPLY	TOOL BOX	WATER DIST MAINS	327.29
119936	CORE & MAIN LP	ASPHALT	METER READING	954.63
	CORE & MAIN LP	LUGS AND PIPE	WASTE WATER TREATMENT F	3,020.43
119937	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	801.36
	CORRECTIONS, DEPT OF		DETENTION & CORRECTION	3,467.57
119938	CORRECTIONS, DEPT OF	WORK CREW	WATER DIST MAINS	91.05

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/5/2017 TO 10/12/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119938	CORRECTIONS, DEPT OF	WORK CREW	PARK & RECREATION FAC	346.08
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	717.06
119939	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	57.72
119940	CTS LANGUAGE LINK	INTERPRETER SERVICES	COURTS	10.78
	CTS LANGUAGE LINK		COURTS	30.10
119941	DAILY JOURNAL OF COM	CALL FOR BIDS	WATER CAPITAL PROJECTS	420.00
119942	DICKS TOWING	TOWING EXPENSE-MP17-47106	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-47440	POLICE PATROL	43.64
	DICKS TOWING		POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-47880	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-64991	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-#J008	EQUIPMENT RENTAL	212.75
119943	DMCMA	REGISTRATION (3)	MUNICIPAL COURTS	150.00
119944	DOPPS, MARIA C.	INTERPRETER SERVICES	COURTS	104.50
	DOPPS, MARIA C.		COURTS	104.50
	DOPPS, MARIA C.		COURTS	104.50
119945	E&E LUMBER	CLEANER	PARK & RECREATION FAC	7.41
	E&E LUMBER	CLAMPS	PUBLIC SAFETY BLDG	7.86
	E&E LUMBER	MARKERS AND SOCKET	PARK & RECREATION FAC	11.28
	E&E LUMBER	PAINTING SUPPLIES	PARK & RECREATION FAC	12.56
	E&E LUMBER	TOWING BALL	PARK & RECREATION FAC	13.60
	E&E LUMBER	FASTENERS AND TOOL	PARK & RECREATION FAC	15.37
	E&E LUMBER	FASTENERS AND BITS	PARK & RECREATION FAC	22.22
	E&E LUMBER	PULL, NAILS AND CAULKING	WASTE WATER TREATMENT F	28.21
	E&E LUMBER	CONDUIT, PVC, CEMENT AND FITTI	WASTE WATER TREATMENT F	28.32
	E&E LUMBER	PLIER SET	PARK & RECREATION FAC	31.72
	E&E LUMBER	SHELVING	PARK & RECREATION FAC	57.30
	E&E LUMBER	PIN PUNCH	PARK & RECREATION FAC	92.30
	E&E LUMBER	WOOD, RODS AND FASTENERS	FACILITY REPLACEMENT	155.58
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	160.05
	E&E LUMBER	PAINT AND SUPPLIES	PARK & RECREATION FAC	320.32
119946	EBIO, ERNEST		WATER/SEWER OPERATION	227.17
119947	ECOLOGY, DEPT. OF	DAM SAFETY FEE DSSN701875	STORM DRAINAGE	881.00
119948	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	60.86
119949	EVERETT OFFICE	DELIVERY AND ASSEMBLY-SUNNYSID	SUNNYSIDE FILTRATION PLAI	1,250.00
119950	EVERETT STAMP WORKS	NAMEPLATES	MUNICIPAL COURTS	96.50
119951	EVERETT TIRE & AUTO	TIRES	ER&R	764.71
119952	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	145.80
	EVERETT, CITY OF		STORM DRAINAGE	378.00
	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	3,300.00
119953	EVERETT, CITY TREAS	WATER FILTRATION SERVICES	SOURCE OF SUPPLY	262,747.14
119954	EWING, TIM		WATER/SEWER OPERATION	310.40
119955	FEDEX	SHIPPING EXPENSE	GMA - STREET	40.65
119956	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	42,000.00
119957	FILORI, JOHN	AFLAC PREMIUM REFUND	GENERAL FUND	11.74
119958	FINLEY, JOSEPH	REIMBURSE MILEAGE	COMPUTER SERVICES	113.22
119959	FREEMAN, SHANE	REIMBURSE CONFERENCE EXPENSE	UTIL ADMIN	260.11
119960	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	53.10
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	54.17
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	54.34
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	59.39
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION PLAI	67.42
	FRONTIER COMMUNICATI	ACCT #3606537208011165	OPERA HOUSE	81.98
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIOI	82.30
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	264.50
119961	GEOLINE INC	BATTERY PACK	ENGR-GENL	200.74
119962	GIECEK, PAMELA*		WATER/SEWER OPERATION	132.57

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/5/2017 TO 10/12/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
119963	GILLUM, BRIAN GILLUM, BRIAN	DYNAMIC FLEXIBILITY CLASS	UTIL ADMIN	98.19
119964	GLOBALSTAR INC.	PHONE SERVICE	MUNICIPAL COURTS	98.19
119965	GOLDSMITH, DOUGLAS		OFFICE OPERATIONS	77.99
119966	GRAINGER GRAINGER	SAFETY GLASSES AND DRINK MIX	WATER/SEWER OPERATION	173.25
119967	GRANITE CONST GRANITE CONST	ELECTRONIC BOX	ER&R	25.18
119968	GRAYBAR ELECTRIC CO	MEASURING WHEEL, LATHS, STAKES	MAINT OF GENL PLANT	116.36
119969	GREENHAUS PORTABLE GREENHAUS PORTABLE	ZIP TIES	ENGR-GENL	213.92
119970	GREENSHIELDS	PORTABLE SERVICE	ENGR-GENL	420.07
119971	GRIFFEN, CHRIS GRIFFEN, CHRIS GRIFFEN, CHRIS	ADAPTERS PUBLIC DEFENDER	PARK & RECREATION FAC	411.97
119972	GUNDERSON, MICAELA GUNDERSON, MICAELA	REFUND CLASS FEES	RECREATION SERVICES	380.00
119973	HACH COMPANY	WQ SAMPLING SUPPLIES	PARK & RECREATION FAC	1,371.01
119974	HARKLEROAD, MELISSA	RENTAL DEPOSIT REFUND	EQUIPMENT RENTAL	9.87
119975	HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY HD FOWLER COMPANY	METER BOX COVERS AND LIDS WOOD STAKES AND STRAW WATTLE RESETTERS HYDRANT, SLEEVE AND RESTRAINER	PUBLIC DEFENSE PUBLIC DEFENSE PUBLIC DEFENSE	300.00 300.00 300.00
119976	HE MITCHELL CO	LEVER, ACCESS DOOR AND TAILPIE	PARKS-RECREATION	5.00
119977	HEARTSONG HOLDINGS		PARKS-RECREATION	40.00
119978	HEARTSONG HOLDINGS		WATER QUAL TREATMENT	1,373.52
119979	HENDRICKSON, CINDY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
119980	HENDRY, NICKOLE		HYDRANTS INSTALLATION	97.55
119981	HENNIG, JEANINE TULL HENNIG, JEANINE TULL HENNIG, JEANINE TULL HENNIG, JEANINE TULL HENNIG, JEANINE TULL HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	WATER SERVICES	400.34
119982	HILD INVESTMENTS LLC		WATER/SEWER OPERATION	444.94
119983	HSBC BANK USA NA AS		HYDRANTS INSTALLATION	2,526.33
119984	HUNT, ISAAC D		UTIL ADMIN	826.50
119985	HYLARIDES, LETTIE HYLARIDES, LETTIE HYLARIDES, LETTIE HYLARIDES, LETTIE	INTERPRETER SERVICES	GARBAGE	49.22
119986	JET PLUMBING	BBQ AREA REPAIR	GARBAGE	49.22
119987	JONES, JESSE		GENERAL FUND	200.00
119988	JP COOKE COMPANY,THE JP COOKE COMPANY,THE	ANIMAL LICENSE TAGS	GENERAL FUND	500.00
119989	KOLLING, CASEY & KER		RECREATION SERVICES	38.40
119990	KRAMER, JACQUELINE		RECREATION SERVICES	42.00
119991	LAKESWOOD SCHOOL DIST	MITIGATION FEES	RECREATION SERVICES	48.00
119992	LOOMIS LOOMIS LOOMIS LOOMIS LOOMIS LOOMIS LOOMIS LOOMIS LOOMIS LOOMIS	DAYS MISSED BY ARMORED TRUCK ARMORED TRUCK SERVICE	RECREATION SERVICES	103.20
			RECREATION SERVICES	121.60
			RECREATION SERVICES	148.35
			WATER/SEWER OPERATION	248.62
			WATER/SEWER OPERATION	60.17
			WATER/SEWER OPERATION	300.00
			COURTS	103.75
			COURTS	112.50
			COURTS	112.50
			COURTS	112.50
			PARK & RECREATION FAC	425.51
			WATER/SEWER OPERATION	116.87
			GENERAL FUND	-7.01
			COMMUNITY DEVELOPMENT-	84.01
			GARBAGE	131.45
			WATER/SEWER OPERATION	80.50
			SCHOOL MIT FEES	2,178.00
			POLICE ADMINISTRATION	-37.52
			MUNICIPAL COURTS	-37.52
			GOLF ADMINISTRATION	-18.34
			UTIL ADMIN	-12.51
			UTILITY BILLING	-12.51
			COMMUNITY DEVELOPMENT-	-12.50
			COMMUNITY DEVELOPMENT-	101.54
			UTIL ADMIN	101.54
			GOLF ADMINISTRATION	158.79

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119992	LOOMIS	ARMORED TRUCK SERVICE	UTILITY BILLING	203.08
	LOOMIS		POLICE ADMINISTRATION	406.16
	LOOMIS		MUNICIPAL COURTS	406.16
119993	LOVELESS, RANDY & KA		WATER/SEWER OPERATION	399.48
119994	LOWES HIW INC	CONCRETE BLOCKS	SOURCE OF SUPPLY	12.11
	LOWES HIW INC	WIRE STRIPPER, CANISTER, TESTE	FACILITY MAINTENANCE	47.16
	LOWES HIW INC	LED LIGHTS	PUBLIC SAFETY BLDG	51.94
119995	MARYSVILLE FIRE DIST	INMATE TRANSPORT	DETENTION & CORRECTION	627.00
	MARYSVILLE FIRE DIST		DETENTION & CORRECTION	873.60
119996	MARYSVILLE PRINTING	OPERA HOUSE ADVERTISING	OPERA HOUSE	87.28
	MARYSVILLE PRINTING	BASKETBALL FLYERS	RECREATION SERVICES	89.03
	MARYSVILLE PRINTING	LOST AND FOUND FORMS	POLICE PATROL	167.90
	MARYSVILLE PRINTING		POLICE PATROL	167.90
	MARYSVILLE PRINTING	COMMUNITY CARES HANDOUT PRINTI	EXECUTIVE ADMIN	331.66
	MARYSVILLE PRINTING	COMMITMENT FORMS	MUNICIPAL COURTS	441.04
119997	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	4,656.00
119998	MARYSVILLE, CITY OF	UTILITY SERVICE-4020 71ST AVE	SUNNYSIDE FILTRATION PLAI	181.31
119999	MATTA, HEATHER	REFUND CLASS FEES	PARKS-RECREATION	40.00
120000	MCCOY, CHARLOTTE M		WATER/SEWER OPERATION	133.77
120001	MENNIE, CONNIE	REIMBURSE MILEAGE	EXECUTIVE ADMIN	88.47
120002	MESSERLY, CONNIE	REIMBURSE HEALTH SCREENING EXP	PERSONNEL ADMINISTRATIOI	17.62
120003	MODULAR SPACE	TRAILER RENTAL PAYMENT	WATER QUAL TREATMENT	111.90
	MODULAR SPACE		WASTE WATER TREATMENT F	111.90
	MODULAR SPACE		STORM DRAINAGE	111.91
120004	MOODY, LAURA	REFUND SPECIAL EVENTS FEES	PARKS-RECREATION	10.00
	MOODY, LAURA	REFUND CLASS FEES	PARKS-RECREATION	30.00
	MOODY, LAURA		PARKS-RECREATION	30.00
	MOODY, LAURA		PARKS-RECREATION	40.00
120005	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	WASTE WATER TREATMENT F	15.27
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	15.27
	MOUNTAIN MIST		SEWER MAIN COLLECTION	15.28
120006	MOURGES, GREGG		WATER/SEWER OPERATION	83.89
120007	NORMED	BASKETBALL SUPPLIES	RECREATION SERVICES	166.87
120008	NORTH CENTRAL LABORA	WWTP SUPPLIES	WASTE WATER TREATMENT F	243.23
120009	NORTHEND TRUCK EQUIP	TAILGATE CYLINDER KIT	EQUIPMENT RENTAL	545.21
120010	NORTHSTAR CHEMICAL	SALES TAX FOR INV 108319	WASTE WATER TREATMENT F	251.89
120011	NORTHWESTERN AUTO	REPAIR DAMAGE #P154	EQUIPMENT RENTAL	400.62
120012	NUNEZ, STEPHANIE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
120013	NYBO, SHANE		WATER/SEWER OPERATION	217.71
120014	NYITRAY, SANDRA	INSTRUCTOR SERVICES	RECREATION SERVICES	54.00
120015	NYLAND, JAMES & BARB		GARBAGE	207.95
120016	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	2.51
	OFFICE DEPOT		ENGR-GENL	32.06
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	35.66
	OFFICE DEPOT		UTIL ADMIN	49.07
	OFFICE DEPOT		ENGR-GENL	49.08
	OFFICE DEPOT		ENGR-GENL	50.83
	OFFICE DEPOT		FINANCE-GENL	65.02
	OFFICE DEPOT		CITY CLERK	65.02
	OFFICE DEPOT		CITY COUNCIL	65.02
	OFFICE DEPOT		UTIL ADMIN	67.62
	OFFICE DEPOT		UTIL ADMIN	78.46
	OFFICE DEPOT		UTIL ADMIN	84.02
	OFFICE DEPOT		OFFICE OPERATIONS	114.45
	OFFICE DEPOT		CITY CLERK	133.44
	OFFICE DEPOT		ENGR-GENL	144.19
	OFFICE DEPOT		EQUIPMENT RENTAL	145.81

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120016	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	172.52
	OFFICE DEPOT		UTILITY BILLING	207.27
	OFFICE DEPOT		POLICE PATROL	229.48
	OFFICE DEPOT		FINANCE-GENL	266.16
	OFFICE DEPOT		YOUTH SERVICES	405.28
	OFFICE DEPOT		POLICE PATROL	483.21
120017	ORDWING, CHRISTINE	INSTRUCTOR SERVICES	RECREATION SERVICES	18.00
120018	OZMENT, LAURA		WATER/SEWER OPERATION	40.00
120019	PACIFIC POWER BATTER	POWER PACK	POLICE PATROL	286.93
	PACIFIC POWER BATTER	BATTERIES	COMPUTER SERVICES	641.51
120020	PACLAB	SCREENING	POLICE PATROL	31.00
120021	PANGILINAN, DONATO T	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
120022	PART WORKS INC, THE	FLUSHER	PARK & RECREATION FAC	157.49
120023	PARTS STORE, THE	SEAL	EQUIPMENT RENTAL	9.57
	PARTS STORE, THE	PAINT	EQUIPMENT RENTAL	14.16
	PARTS STORE, THE	RESISTOR	EQUIPMENT RENTAL	24.70
	PARTS STORE, THE	BELT	EQUIPMENT RENTAL	32.93
	PARTS STORE, THE	FILTER AND WW FLUID	ER&R	52.18
120024	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	128.00
	PEACE OF MIND		CITY CLERK	185.60
120025	PETROCARD SYSTEMS	FUEL CONSUMED	FACILITY MAINTENANCE	82.54
	PETROCARD SYSTEMS		STORM DRAINAGE	106.74
	PETROCARD SYSTEMS		ENGR-GENL	170.97
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	426.45
	PETROCARD SYSTEMS		PARK & RECREATION FAC	684.48
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,603.14
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,614.35
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,024.92
	PETROCARD SYSTEMS		POLICE PATROL	7,487.51
120026	PETTY CASH- PW	VEHICLE LICENSING	EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
120027	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	2.01
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	17.06
	PGC INTERBAY LLC		PRO-SHOP	30.52
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	42.45
	PGC INTERBAY LLC		PRO-SHOP	42.46
	PGC INTERBAY LLC		PRO-SHOP	46.90
	PGC INTERBAY LLC		MAINTENANCE	70.42
	PGC INTERBAY LLC		PRO-SHOP	114.72
	PGC INTERBAY LLC		PRO-SHOP	137.72
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	139.00
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	151.45
	PGC INTERBAY LLC		MAINTENANCE	175.92
	PGC INTERBAY LLC		MAINTENANCE	185.49
	PGC INTERBAY LLC		PRO-SHOP	224.40
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	254.03
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	277.72
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	313.33
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	432.43
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF COURSE	469.10
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	667.50
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	935.76
	PGC INTERBAY LLC		MAINTENANCE	945.00
	PGC INTERBAY LLC		MAINTENANCE	1,346.64
	PGC INTERBAY LLC		MAINTENANCE	1,422.40
	PGC INTERBAY LLC		MAINTENANCE	1,713.07

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120027	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	5,870.33
	PGC INTERBAY LLC		MAINTENANCE	8,486.67
120028	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
120029	PILCHUCK RENTALS	CHISELS	SMALL ENGINE SHOP	43.53
	PILCHUCK RENTALS	CASING, IMPELLER AND FILTERS	SMALL ENGINE SHOP	246.52
	PILCHUCK RENTALS	TRACK HOE RENTAL	GMA-PARKS	2,465.66
120030	PLATT ELECTRIC	LIGHTS	UTIL ADMIN	18.05
	PLATT ELECTRIC	LAMPS	SOLID WASTE OPERATIONS	94.26
	PLATT ELECTRIC	BALLASTS	CITY HALL	200.48
120031	PORTER, ANDREW	INSTRUCTOR SERVICES	RECREATION SERVICES	108.00
	PORTER, ANDREW		RECREATION SERVICES	180.00
120032	POSTAL SERVICE	PERMIT #80 STANDARD MAIL	RECREATION SERVICES	4,979.54
120033	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	63.00
120034	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	16.20
	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	34.88
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	50.37
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	59.84
	PUD	ACCT #2010-4638-0	PARK & RECREATION FAC	62.14
	PUD	ACCT #2023-6819-7	PUMPING PLANT	96.64
	PUD	ACCT #2025-7611-2	STREET LIGHTING	124.33
	PUD	ACCT #2033-4458-5	STREET LIGHTING	199.43
	PUD	ACCT #2008-1280-8	PUMPING PLANT	232.47
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	262.00
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	308.03
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,593.15
	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,875.93
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,362.34
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,389.72
	PUD	ACCT #2028-8209-8	STREET LIGHTING	9,325.49
	PUD		STREET LIGHTING	14,586.03
120035	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	10.83
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	38.78
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	40.68
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	57.80
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	72.99
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	75.07
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	83.66
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	87.45
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	236.29
120036	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	807.68
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,423.07
120037	RAM SPV II, LLC	TRAILER RENTAL	STORM DRAINAGE	436.40
	RAM SPV II, LLC		SEWER SERV MAINT	436.40
120038	REED, KAREN	RFA FACILITATION SEPT 2017	NON-DEPARTMENTAL	4,631.25
120039	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	11,357.71
120040	RICOH USA, INC.	PRINTER/COPIER CHARGES	COMMUNITY CENTER	6.22
	RICOH USA, INC.		OFFICE OPERATIONS	7.60
	RICOH USA, INC.		PROPERTY TASK FORCE	15.94
	RICOH USA, INC.		WASTE WATER TREATMENT F	23.14
	RICOH USA, INC.		PARK & RECREATION FAC	82.44
	RICOH USA, INC.		PROBATION	87.92

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120040	RICOH USA, INC.	PRINTER/COPIER CHARGES	POLICE PATROL	116.69
	RICOH USA, INC.		ENGR-GENL	120.92
	RICOH USA, INC.		UTIL ADMIN	190.88
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	279.84
120041	ROBBINS, TAMARA	INSTRUCTOR SERVICES	RECREATION SERVICES	84.00
	ROBBINS, TAMARA		RECREATION SERVICES	132.00
	ROBBINS, TAMARA		RECREATION SERVICES	294.00
120042	ROSARIO, DOMITILA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120043	ROY ROBINSON	RELAYS	ER&R	137.44
120044	ROZZANO, MARA JEAN	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
120045	S&S WORLDWIDE	SPECIAL EVENT SUPPLIES	GENERAL FUND	-9.83
	S&S WORLDWIDE		RECREATION SERVICES	117.81
120046	SAUTNER, JESSICA	REFUND CLASS FEES	PARKS-RECREATION	121.73
120047	SCHLUETER, MARYLOU	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
120048	SEGERS, LINDSAY		GENERAL FUND	200.00
120049	SELECTIVE TREE	TREE REMOVAL	STORM DRAINAGE	6,927.85
120050	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US		COMMUNITY DEVELOPMENT-	4.56
	SHRED-IT US		UTIL ADMIN	9.12
	SHRED-IT US		ENGR-GENL	9.12
	SHRED-IT US		COMMUNITY DEVELOPMENT-	9.12
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
120051	SIX ROBBLEES INC	STEP PAD	EQUIPMENT RENTAL	65.84
120052	SMITH, RICHARD	REIMBURSE TUITION	POLICE TRAINING-FIREARMS	1,020.00
120053	SMITH, TIM G & BETH		WATER/SEWER OPERATION	67.42
120054	SMOKEY POINT CONCRET	BLOCKS	GMA-PARKS	849.42
	SMOKEY POINT CONCRET	ROCK	STORM DRAINAGE	936.67
	SMOKEY POINT CONCRET		WATER DIST MAINS	936.67
	SMOKEY POINT CONCRET		ROADWAY MAINTENANCE	936.67
	SMOKEY POINT CONCRET		SOURCE OF SUPPLY	1,044.08
120055	SNO CO PUBLIC WORKS	PROJECT COSTS	TRANSPORTATION MANAGEM	646.40
120056	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	975.04
120057	SNOPAC	ACCESS ASSESSMENT	COMMUNICATION CENTER	2,954.12
	SNOPAC	DISPATCH SERVICES	OFFICE OPERATIONS	81,868.03
120058	SOUND SAFETY	HARD HATS	ER&R	529.35
	SOUND SAFETY	UNIFORM-AKAU, D	PARK & RECREATION FAC	906.39
120059	SOUTHAM CREATIVE, LL	VIDEO PRODUCTION SERVICES	EXECUTIVE ADMIN	3,750.00
	SOUTHAM CREATIVE, LL		PERSONNEL ADMINISTRATIOI	5,625.00
120060	SPEER TAPS INC	EMERGENCY REPAIR 31ST ST & MAR	WATER DIST MAINS	15,819.50
120061	SPRINGBROOK NURSERY	SAND	PARK & RECREATION FAC	16.96
120062	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	120.81
	STAPLES		COMMUNITY DEVELOPMENT-	308.49
120063	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIOI	228.00
120064	STORMO, VANESSA	REFUND CLASS FEES	PARKS-RECREATION	7.73
120065	SUNNYSIDE NURSERY	FALL PLANTS	PARK & RECREATION FAC	145.51
	SUNNYSIDE NURSERY		PARK & RECREATION FAC	302.41
120066	SURPLUS AMMO & ARMS	VESTS	POLICE PATROL	954.38
	SURPLUS AMMO & ARMS		POLICE PATROL	1,908.77
	SURPLUS AMMO & ARMS	UNIFORMS	POLICE PATROL	2,064.08
	SURPLUS AMMO & ARMS	VESTS	DETENTION & CORRECTION	2,503.12
120067	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	8.66
	SWICK-LAFAVE, JULIE		DETENTION & CORRECTION	58.56
120068	TACOMA SCREW PRODUCT	CABLE TIES, PAINT, BROOMS AND	ER&R	184.88
	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	215.45
120069	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG	294.31

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120069	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	294.31
120070	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	172.81
120071	US BANK NATIONAL ASS		WATER/SEWER OPERATION	47.90
120072	VERIZON	AMR LINES	METER READING	254.89
120073	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	175.50
	WA STATE TREASURER		GENERAL FUND	41,001.86
120074	WALTER E NELSON CO.	MAT	COMMUNITY CENTER	106.92
120075	WAPRO	CERTIFICATION APPLICATION	CITY CLERK	125.00
120076	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	2,802.16
120077	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
120078	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	854.84
120079	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,662.68
120080	WEED GRAAFSTRA	LEGAL SERVICES	GMA - STREET	1,051.01
120081	WESTERN PETERBILT	2017 PETERBILT 367	EQUIPMENT RENTAL	164,441.33
120082	WESTERN SYSTEMS	SENSORS, EPOXY AND CAULKING GU	ARTERIAL STREET-GENL	1,284.05
120083	WETZEL, JAKE	REIMBURSE MEALS	WATER DIST MAINS	22.50
120084	WHITE CAP CONSTRUCT	REBAR AND EPOXY	GMA-PARKS	101.89
120085	WHITNEY EQUIPMENT CO	PANEL	WASTE WATER TREATMENT F	728.79
120086	WILBUR-ELLIS	HERBICIDE	WASTE WATER TREATMENT F	1,573.79
120087	WILSON, TIFFANY	REFUND CLASS FEES	PARKS-RECREATION	5.00
120088	WSSUA	UMPIRES	RECREATION SERVICES	130.00
120089	YAMAHA MOTOR CORP	PURCHASE OPTION	GOLF ADMINISTRATION	10.00

WARRANT TOTAL: 901,205.81

CHECK #119406 INITIATOR ERROR (191.92)

901,013.89

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

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 23, 2017

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the October 18, 2017 claims in the amount of \$299,982.14 paid by EFT transactions and Check No. 120090 through 120196 with Check No. 117088 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-10

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 **\$299,982.14 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 120090 THROUGH 120196 WITH CHECK NO. 117088 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 **23rd DAY OF OCTOBER 2017.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/12/2017 TO 10/18/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120090	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	40.71
	ARAMARK UNIFORM		OPERA HOUSE	59.58
120091	BANK OF AMERICA	PARKING REIMBURSEMENT	EXECUTIVE ADMIN	3.00
120092	BANK OF AMERICA	MEAL REIMBURSEMENT/FINANCE CHR	EXECUTIVE ADMIN	66.06
120093	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE ADMINISTRATION	80.00
120094	BANK OF AMERICA	SUPPLY REIMBURSEMENT	POLICE INVESTIGATION	151.07
120095	BANK OF AMERICA	MEAL REIMBURSEMENT/ROBE CLEANI	MUNICIPAL COURTS	194.47
120096	BANK OF AMERICA	TRAVEL/SUPPLY REIMBURSEMENT	DETENTION & CORRECTION	64.18
	BANK OF AMERICA		OFFICE OPERATIONS	180.97
120097	BANK OF AMERICA	SHIPPING/MEALS/REGISTRATION RE	EXECUTIVE ADMIN	138.30
	BANK OF AMERICA		EXECUTIVE ADMIN	205.02
120098	BANK OF AMERICA	TRAVEL REIMBURSEMENT	UTIL ADMIN	152.90
	BANK OF AMERICA		STORM DRAINAGE	195.00
120099	BANK OF AMERICA	SUPPLY/ADVERTISING REIMBURSEME	COMMUNITY CENTER	38.01
	BANK OF AMERICA		OPERA HOUSE	69.31
	BANK OF AMERICA		RECREATION SERVICES	325.32
120100	BANK OF AMERICA	TRAVEL REIMBURSEMENT	YOUTH SERVICES	-26.74
	BANK OF AMERICA		POLICE INVESTIGATION	310.92
	BANK OF AMERICA		POLICE PATROL	494.80
	BANK OF AMERICA		COMMUNITY SERVICES UNIT	634.98
120101	BANK OF AMERICA	TRAVEL/SUPPLY REIMBURSEMENT	GENERAL FUND	-4.19
	BANK OF AMERICA		POLICE PATROL	50.16
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	141.81
	BANK OF AMERICA		K9 PROGRAM	267.28
	BANK OF AMERICA		YOUTH SERVICES	564.00
	BANK OF AMERICA		POLICE ADMINISTRATION	2,474.59
120102	BEACH STREET TOPSOIL	TOPSOIL	HYDRANTS	63.17
120103	BICKFORD FORD	COIL ASSEMBLIES AND SPARK PLUG	EQUIPMENT RENTAL	385.86
	BICKFORD FORD	2018 FORD F150	EQUIPMENT RENTAL	34,018.41
	BICKFORD FORD	2017 FORD F550 CREW CAB	EQUIPMENT RENTAL	84,230.55
120104	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	2,396.07
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	4,505.13
120105	BROWN, ANDREW S	ENTERTAINMENT 11/4/17	OPERA HOUSE	600.00
120106	CALLAGAN, JESSICA	REFUND CLASS FEES	PARKS-RECREATION	40.00
120107	CAPITAL ONE COMMERCIAL	SUPPLY REIMBURSEMENT	MAINT OF GENL PLANT	156.58
	CAPITAL ONE COMMERCIAL		COMMUNITY EVENTS	156.59
	CAPITAL ONE COMMERCIAL		WATER FILTRATION PLANT	256.29
	CAPITAL ONE COMMERCIAL		RECREATION SERVICES	298.08
120108	CARROLL, ALESHA		WATER/SEWER OPERATION	48.18
120109	CENTRAL WELDING SUPP	TSHIRTS AND RAIN GEAR	ER&R	486.59
120110	CERVANTES, NANCY	RENTAL FEES AND DEPOSIT REFUND	GENERAL FUND	200.00
	CERVANTES, NANCY		PARKS-RENTS & ROYALTIES	260.00
120111	CODE PUBLISHING	ELEC UPDATE	CITY CLERK	310.39
120112	CONKLIN, JENNIFER &		WATER/SEWER OPERATION	264.21
120113	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	140.17
	COOP SUPPLY	GRASS SEED	PARK & RECREATION FAC	146.17
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	191.97
120114	CRISTIANO'S	LUNCH-NEGOTIATIONS	EXECUTIVE ADMIN	45.28
120115	CROSS, EUGENE & CHAR		GARBAGE	79.24
120116	DELL	MONITOR	WATER DIST MAINS	215.79
120117	DICKS TOWING	TOWING EXPENSE-MP17-49863	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-50025	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-50030	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-50189	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-50361	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-50603	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-50914	POLICE PATROL	43.64

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120117	DICKS TOWING	TOWING EXPENSE-MP17-51110	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP17-50397	POLICE PATROL	114.56
120118	DOLPH, JAMES E		WATER/SEWER OPERATION	18.52
120119	DOPPS, MARIA C.	INTERPRETER SERVICES	COURTS	104.50
120120	E&E LUMBER	SPACKLE, TAPE AND PUTTY KNIVES	PUBLIC SAFETY BLDG	11.17
	E&E LUMBER	PHOTO CELL	PARK & RECREATION FAC	11.51
	E&E LUMBER	BATTERY	PARK & RECREATION FAC	14.65
	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	15.44
	E&E LUMBER	GARDEN HOSE	MAINT OF GENL PLANT	31.41
	E&E LUMBER	RAGS, SPRAY AND TAPE	ER&R	66.43
	E&E LUMBER	PRUNERS	PARK & RECREATION FAC	141.28
120121	EVERETT TIRE & AUTO	TIRES	EQUIPMENT RENTAL	299.68
120122	FEI	LEAK DETECTION TABLETS	WATER DIST MAINS	320.94
120123	FRONTIER COMMUNICATI	PHONE CHARGES	COMPUTER SERVICES	0.01
	FRONTIER COMMUNICATI		CRIME PREVENTION	8.30
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	8.30
	FRONTIER COMMUNICATI		CITY CLERK	8.41
	FRONTIER COMMUNICATI		COMMUNITY CENTER	9.78
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	16.60
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	16.90
	FRONTIER COMMUNICATI		COMMUNITY SERVICES UNIT	26.74
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	30.02
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	33.19
	FRONTIER COMMUNICATI		WATER QUAL TREATMENT	34.32
	FRONTIER COMMUNICATI		STORM DRAINAGE	35.31
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	36.58
	FRONTIER COMMUNICATI		YOUTH SERVICES	41.49
	FRONTIER COMMUNICATI		RECREATION SERVICES	41.65
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	42.14
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	42.63
	FRONTIER COMMUNICATI		LEGAL-GENL	44.05
	FRONTIER COMMUNICATI		FINANCE-GENL	59.58
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	63.12
	FRONTIER COMMUNICATI		COMPUTER SERVICES	67.92
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	68.48
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	69.82
	FRONTIER COMMUNICATI		UTILITY BILLING	72.39
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	79.69
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	81.00
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	97.30
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	116.96
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	121.43
	FRONTIER COMMUNICATI		UTIL ADMIN	131.28
	FRONTIER COMMUNICATI		ENGR-GENL	153.28
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	200.03
	FRONTIER COMMUNICATI		POLICE PATROL	376.76
120124	FULLER, RAYMOND		WATER/SEWER OPERATION	67.23
120125	GALLS, LLC	UNIFORM-FOOTE	POLICE PATROL	99.29
	GALLS, LLC		POLICE PATROL	281.47
120126	GAUTHIER, KIMBERLY	INSTRUCTOR SERVICES	RECREATION SERVICES	45.00
120127	GENUINE AUTO GLASS	REPLACE REAR GLASS	EQUIPMENT RENTAL	413.44
120128	GIBBS, TJ		WATER/SEWER OPERATION	387.30
120129	GILLINGS, FRED	REIMBURSE CONFERENCE EXPENSE	MUNICIPAL COURTS	229.38
120130	GOVCONNECTION INC	SERVER UPGRADE SWITCHES	COMPUTER SERVICES	10,923.70
120131	GRAINGER	PLUGS	PARK & RECREATION FAC	34.45
	GRAINGER		PARK & RECREATION FAC	51.86
	GRAINGER	LOCATE FLAGS	ER&R	57.93

**CITY OF MARYSVILLE
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 FOR INVOICES FROM 10/12/2017 TO 10/18/2017**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120132	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	262.50
	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
120133	HD FOWLER COMPANY	IRRIGATION PARTS	PARK & RECREATION FAC	6.81
	HD FOWLER COMPANY		PARK & RECREATION FAC	27.71
	HD FOWLER COMPANY		PARK & RECREATION FAC	31.90
	HD FOWLER COMPANY		PARK & RECREATION FAC	43.53
	HD FOWLER COMPANY		PARK & RECREATION FAC	56.63
	HD FOWLER COMPANY		PARK & RECREATION FAC	58.15
	HD FOWLER COMPANY	SPRAY PARK REPAIR PARTS	PARK & RECREATION FAC	68.41
	HD FOWLER COMPANY	IRRIGATION PARTS	PARK & RECREATION FAC	93.50
	HD FOWLER COMPANY	BRASS PARTS	WATER/SEWER OPERATION	104.82
	HD FOWLER COMPANY	IRRIGATION PARTS	PARK & RECREATION FAC	153.76
	HD FOWLER COMPANY		PARK & RECREATION FAC	254.12
	HD FOWLER COMPANY	GRIPPERS	SOURCE OF SUPPLY	674.37
	HD FOWLER COMPANY	IRRIGATION PARTS	PARK & RECREATION FAC	2,262.95
120134	HETTINGER, AMBER		WATER/SEWER OPERATION	203.12
120135	HEWLETT PACKARD	PRINTER/COPIER CHARGES	STORM DRAINAGE	-0.01
	HEWLETT PACKARD		POLICE INVESTIGATION	4.22
	HEWLETT PACKARD		PARK & RECREATION FAC	12.00
	HEWLETT PACKARD		SEWER MAIN COLLECTION	12.04
	HEWLETT PACKARD		STORM DRAINAGE	12.04
	HEWLETT PACKARD		POLICE PATROL	17.17
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	23.23
	HEWLETT PACKARD		LEGAL - PROSECUTION	35.38
	HEWLETT PACKARD		CITY CLERK	54.82
	HEWLETT PACKARD		FINANCE-GENL	54.82
	HEWLETT PACKARD		WASTE WATER TREATMENT F	74.94
	HEWLETT PACKARD		MUNICIPAL COURTS	123.35
	HEWLETT PACKARD		UTILITY BILLING	144.40
	HEWLETT PACKARD		COMPUTER SERVICES	378.94
120136	HOLTHENRICHS, CHRIST		WATER/SEWER OPERATION	295.35
120137	J. THAYER COMPANY	SANITIZER AND WIPES	ER&R	264.76
120138	KAISER PERMANENTE	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	260.00
120139	KENWORTH NORTHWEST	MIRROR REPLACEMENT #J047	STORM DRAINAGE	793.32
	KENWORTH NORTHWEST		EQUIPMENT RENTAL	793.33
120140	KINGSFORD, ANDREA	REIMBURSE SPECIAL EVENT SUPPLY	OPERA HOUSE	49.10
	KINGSFORD, ANDREA		RECREATION SERVICES	258.53
120141	LES SCHWAB TIRE CTR	TIRES	ER&R	1,099.51
120142	LOWES HIW INC	LENSES	FACILITY MAINTENANCE	19.59
120143	LYON, DORIS		GARBAGE	24.34
120144	MARYSVILLE PRINTING	STATEMENT FORM PRINTING	POLICE PATROL	545.50
120145	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	28.76
	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AV	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	559.69
	MARYSVILLE, CITY OF	UTILITY SERVICE-15524 SMOKEY P	PUBLIC SAFETY BLDG	1,232.88
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	3,227.78
120146	MCLOUGHLIN & EARDLEY	BEACON LIGHT	ER&R	120.90
120147	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	ENGR-GENL	6.55
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	6.55
	MOBILEGUARD, INC.		RECREATION SERVICES	6.55
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATIO	6.55
	MOBILEGUARD, INC.		SOLID WASTE OPERATIONS	6.55
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	13.10

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120147	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	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	65.50
	MOBILEGUARD, INC.		COMPUTER SERVICES	70.30
	MOBILEGUARD, INC.		DETENTION & CORRECTION	72.05
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	98.25
	MOBILEGUARD, INC.		POLICE PATROL	288.20
120148	MURRAY, CAROL		WATER/SEWER OPERATION	350.13
120149	NAGEL, ILENE		WATER/SEWER OPERATION	822.10
120150	NAVIA BENEFIT	FLEX PLAN FEES	PERSONNEL ADMINISTRATION	62.25
120151	NEXSITE ONLINE	ACTIVITY GUIDE	RECREATION SERVICES	5,726.22
120152	NISHIMURA, MARISA	REIMBURSE TRAVEL EXPENSE	OFFICE OPERATIONS	102.70
120153	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	17.29
	OFFICE DEPOT		ENGR-GENL	21.80
	OFFICE DEPOT		FACILITY MAINTENANCE	73.63
	OFFICE DEPOT		ENGR-GENL	82.73
	OFFICE DEPOT		UTIL ADMIN	87.26
	OFFICE DEPOT		POLICE PATROL	98.61
	OFFICE DEPOT		POLICE PATROL	139.19
	OFFICE DEPOT		ROADWAY MAINTENANCE	146.18
	OFFICE DEPOT		EXECUTIVE ADMIN	151.26
	OFFICE DEPOT	BOOKCASE	TRANSPORTATION MANAGEM	272.74
	OFFICE DEPOT	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	288.35
	OFFICE DEPOT		ROADWAY MAINTENANCE	589.07
120154	PACIFIC POWER BATTER	BATTERIES	ER&R	166.24
120155	PARTS STORE, THE	FILTERS	EQUIPMENT RENTAL	25.35
	PARTS STORE, THE	OZZY JUICE, ANTIFREEZE AND OIL	SMALL ENGINE SHOP	149.77
	PARTS STORE, THE	FILTERS AND WIPER BLADES	ER&R	167.08
120156	PARTSMASER	BRASS FITTINGS	EQUIPMENT RENTAL	630.46
120157	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	172.80
120158	PERRY, JOLANTA	REFUND CLASS FEES	PARKS-RECREATION	40.00
120159	PETROCARD SYSTEMS	FUEL CONSUMED	PURCHASING/CENTRAL STOF	24.20
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	66.18
	PETROCARD SYSTEMS		ENGR-GENL	69.95
	PETROCARD SYSTEMS		STORM DRAINAGE	99.61
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	165.25
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	183.87
	PETROCARD SYSTEMS		PARK & RECREATION FAC	474.82
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	1,595.91
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,485.24
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,611.35
	PETROCARD SYSTEMS		POLICE PATROL	6,022.57
120160	PETTY CASH- FINANCE	FILING FEES	GMA - STREET	122.00
120161	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	27.00
120162	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	7.83
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	15.31
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	15.88

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120162	PUD	ACCT #2213-2916-2	GMA - STREET	17.81
	PUD	ACCT #2020-1181-3	PUMPING PLANT	18.00
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	18.71
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	18.71
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	18.71
	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	23.51
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	23.93
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	26.03
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	26.04
	PUD	ACCT #2200-2050-7	STREET LIGHTING	26.25
	PUD	ACCT #2048-2969-1	STREET LIGHTING	39.52
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	44.03
	PUD	ACCT #2035-0002-0	STREET LIGHTING	45.61
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	46.27
	PUD	ACCT #2025-2469-0	PUMPING PLANT	53.53
	PUD	ACCT #2211-1593-4	MAINT OF GENL PLANT	66.52
	PUD	ACCT #2006-6043-9	STREET LIGHTING	67.27
	PUD	ACCT #2039-9634-3	STREET LIGHTING	67.33
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	68.44
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	75.65
	PUD	ACCT #2206-8134-0	STORM DRAINAGE	88.62
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	106.23
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERF	108.94
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	109.04
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	126.54
	PUD	ACCT #2200-2051-1	STREET LIGHTING	243.38
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	478.37
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	700.07
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	718.86
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	849.70
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,115.07
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,129.90
	PUD	ACCT #2016-1747-9	CITY HALL	1,325.25
120163	RAIRDIN, ANDREA	REFUND CLASS FEES	PARKS-RECREATION	40.00
120164	REXFORD, MICHAEL		WATER/SEWER OPERATION	90.81
120165	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	5,826.96
120166	RMI GROUP LLC		WATER/SEWER OPERATION	26.62
120167	RMT EQUIPMENT	FILTERS	SMALL ENGINE SHOP	140.19
120168	RONK, KERI ANN	INSTRUCTOR SERVICES	RECREATION SERVICES	129.00
120169	ROTH, GREG & STARLEN		WATER/SEWER OPERATION	21.76
120170	SAFCO PRODUCTS CO	SUNNYSIDE TREATMENT PLANT FURN	WATER/SEWER OPERATION	-1,788.54
	SAFCO PRODUCTS CO		WATER/SEWER OPERATION	-51.28
	SAFCO PRODUCTS CO		SUNNYSIDE FILTRATION PLAI	614.85
	SAFCO PRODUCTS CO		SUNNYSIDE FILTRATION PLAI	21,442.86
120171	SAYRE, GARY D & PAME		WATER/SEWER OPERATION	39.82
120172	SCHOOLCRAFT, RANDY	REIMBURSE MEAL	UTIL ADMIN	14.00
120173	SCORE	INMATE MEDICAL	DETENTION & CORRECTION	635.51
	SCORE	INMATE HOUSING	DETENTION & CORRECTION	16,534.56
120174	SEAMS SEW FITTING	UNIFORM-DREYER	POLICE PATROL	38.19
120175	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	4.56
	SHRED-IT US		LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
120176	SKAGIT PLUMBING	SHOWER REPAIR	PUBLIC SAFETY BLDG	163.65
120177	SNO CO FINANCE	COMPLETE BUILD UP #V042 & #173	COMMUNITY SERVICES UNIT	447.58
	SNO CO FINANCE		EQUIPMENT RENTAL	1,048.43
	SNO CO FINANCE	COMPLETE BUILD UP #V042	EQUIPMENT RENTAL	2,069.97
	SNO CO FINANCE	COMPLETE BUILD UP #V042 & #173	EQUIPMENT RENTAL	3,256.87

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/12/2017 TO 10/18/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120178	STAPLES	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	19.31
	STAPLES		PERSONNEL ADMINISTRATIO	97.80
	STAPLES		EXECUTIVE ADMIN	200.74
120179	STARR, BRYAN		WATER/SEWER OPERATION	181.35
120180	STONE, BRIANA	REFUND CLASS FEES	PARKS-RECREATION	70.00
120181	STONEWAY ELECTRIC	FINANCE CHARGE	MAINT OF GENL PLANT	29.74
120182	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERH	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
120183	SUPPLYWORKS	JANITORIAL SUPPLIES	WASTE WATER TREATMENT F	52.91
	SUPPLYWORKS		MAINT OF GENL PLANT	52.91
	SUPPLYWORKS		MAINT OF GENL PLANT	105.83
	SUPPLYWORKS		CITY HALL	105.83
	SUPPLYWORKS		MAINT OF GENL PLANT	119.58
	SUPPLYWORKS		PUBLIC SAFETY BLDG	158.74
	SUPPLYWORKS		MAINT OF GENL PLANT	167.15
	SUPPLYWORKS		CITY HALL	183.03
	SUPPLYWORKS		COURT FACILITIES	189.04
	SUPPLYWORKS		PUBLIC SAFETY BLDG	196.51
	SUPPLYWORKS		PUBLIC SAFETY BLDG	245.58
	SUPPLYWORKS		WASTE WATER TREATMENT F	250.31
120184	SYKES, CASSANDRA	INSTRUCTOR SERVICES	RECREATION SERVICES	256.66
120185	THE RENTAL CONNECTIO		GARBAGE	207.05
120186	THE SLACKS, LLC	ENTERTAINMENT 10/28/17	OPERA HOUSE	1,000.00
120187	TULALIP CHAMBER	BBH SEPT	FINANCE-GENL	23.00
	TULALIP CHAMBER		PARK & RECREATION FAC	46.00
	TULALIP CHAMBER		EXECUTIVE ADMIN	69.00
	TULALIP CHAMBER		CITY COUNCIL	115.00
120188	VERIZON	WIRELESS CHARGES	PURCHASING/CENTRAL STOF	23.36
	VERIZON		CRIME PREVENTION	46.72
	VERIZON		UTILITY BILLING	46.72
	VERIZON		EQUIPMENT RENTAL	70.08
	VERIZON		PERSONNEL ADMINISTRATIO	73.90
	VERIZON		PROPERTY TASK FORCE	110.64
	VERIZON		FACILITY MAINTENANCE	110.64
	VERIZON		FINANCE-GENL	120.64
	VERIZON		LEGAL-GENL	121.76
	VERIZON		LEGAL - PROSECUTION	165.96
	VERIZON		RECREATION SERVICES	172.12
	VERIZON		PARK & RECREATION FAC	180.72
	VERIZON		SOLID WASTE CUSTOMER EX	186.88
	VERIZON		EXECUTIVE ADMIN	231.28
	VERIZON		COMPUTER SERVICES	245.32
	VERIZON		MUNICIPAL COURTS	245.98
	VERIZON		OFFICE OPERATIONS	259.40
	VERIZON		COMMUNITY SERVICES UNIT	261.29
	VERIZON		YOUTH SERVICES	276.60
	VERIZON		WATER SUPPLY MAINS	320.10
	VERIZON		WATER QUAL TREATMENT	372.72
	VERIZON		DETENTION & CORRECTION	416.76
	VERIZON		SOLID WASTE OPERATIONS	440.11
	VERIZON		GENERAL SERVICES - OVERH	474.93
	VERIZON		STORM DRAINAGE	489.52
	VERIZON		COMMUNITY DEVELOPMENT-	505.62
	VERIZON		COMPUTER SERVICES	542.80
	VERIZON		WASTE WATER TREATMENT F	570.31
	VERIZON		POLICE INVESTIGATION	605.36

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 10/12/2017 TO 10/18/2017

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
120188	VERIZON	WIRELESS CHARGES	ENGR-GENL	621.44
	VERIZON		POLICE ADMINISTRATION	904.90
	VERIZON		UTIL ADMIN	1,744.62
	VERIZON		POLICE PATROL	4,790.23
120189	WASHINGTON TRACTOR	JOHN DEERE REPAIR	SMALL ENGINE SHOP	4,282.88
120190	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	304.52
120191	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	258.73
120192	WESTERN SYSTEMS	SIGNS AND PUSH BUTTON FRAME KI	TRANSPORTATION MANAGEM	3,378.94
120193	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.92
120194	WOODMANSEE, LAUREN	REIMBURSE SPECIAL EVENT SUPPLY	OPERA HOUSE	141.28
120195	YAKIMA COUNTY DOC	INMATE HOUSING	DETENTION & CORRECTION	11,817.37
120196	YAMAHA MOTOR CORP	GOLF CART LEASE	GOLF ADMINISTRATION	1,264.19

WARRANT TOTAL: 299,996.14

CHECK #117088 CHECK LOST (14.00)

299,982.14

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

Index #5

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: October 23, 2017**

AGENDA ITEM:	
Resolution Revising Park Facility Rental Fees	
PREPARED BY:	DIRECTOR APPROVAL:
Jim Ballew	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Resolution and Exhibit A	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Marysville Parks, Culture and Recreation Advisory Board has approved the staff recommendation to revise Facility Rental Fees in support of increased demand and maintenance of rental facilities available for public use. The Fee(s) recommendation is described in Exhibit A.

The recommendation from the Park Advisory Board is before the City Council for consideration.

RECOMMENDED ACTION:

The Parks and recreation Advisory board has recommended a fee adjustment for Park Facility Rentals. Staff recommends City Council consider the recommendation for approval and implementation.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE FOR THE REVISION OF
PARK FACILITY RENTAL FEES

WHEREAS, the fees and charges for services, programs, and facility rentals offered to the public by the City of Marysville are significant sources of revenue for the City; and

WHEREAS, the collections are used to offset operational and maintenance costs; and

WHEREAS, the establishment of fee policies is necessary and promotes sound financial management for revenue forecasting during the biannual budgeting process; and

WHEREAS, the city recognizes the contribution of these facilities can provide to the city's quality of life, economic growth and enjoyment; and

WHEREAS, the city recognizes that the well-being of Marysville's residents is directly related to the ability to access affordable community owned facilities; and

WHEREAS, the proposed fee schedules are supported by research and documentation and these fees are reasonably related to the actual cost of service and have been reviewed and recommended by the Marysville Parks and Recreation Board; and

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

The City of Marysville hereby requires the following park facility rental fees and charges as identified in Exhibit A effective five days after the date of publication by summary.

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

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____

JAN BERG, City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney

RESOLUTION – Park Facility Fees

EXHIBIT A

Location	Current Fee	Recommended Fee
Picnic Shelters	\$65 per day	\$75
Barn at Jennings Park	\$15 per hour	\$20 per hour
Non-Profit Barn	\$20 for 3 hours	\$30 for 3 hours
Full Day Barn	\$95	\$125
Barn Deposit	\$100	Remove Deposit
KBCC Deposit	\$200	Remove Deposit
KBCC Deposit with Alcohol	\$300	\$200
Opera House Weekday	\$760*	\$380
Opera House Weekday* Non-Profit	\$95 per hour (min 4 hours)	\$47.50 per hour (min 4 hours)

*Monday-Thursday

Index #6

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 23, 2017

AGENDA ITEM:	
Contract for Purchase of 30 year IRU (irrevocable right of use) for fiber to the Edward Springs Water Treatment Plant from Wave Business Solutions LLC	
PREPARED BY:	DIRECTOR APPROVAL:
Worth Norton, IS Manager	<i>AT</i>
DEPARTMENT:	
Finance / Information Services	
ATTACHMENTS:	
Dark Fiber IRU Agreement	
BUDGET CODE:	AMOUNT:
10800080 549000 1715	\$ 33,193.00
10800080 549000 1605	\$ 51,407.00
40140780 542000	\$ 36,000.00
Cell Service Savings	\$(14,400.00)
SUMMARY:	

City staff has identified multiple needs for increased City network bandwidth to Edward Springs and beyond. The critical nature of Edward Springs requires the best telemetry uptime possible. Currently, commercial cell modems are being used with occasional downtime. Other needs identified that are not compatible with the current connection are increased telemetry for the plant and security cameras for the sensitive infrastructure.

The City did a formal RFP in 2016 to expand the network to Edward Springs. The RFP bids were rejected. The RFP revealed that it would be less expensive for the City to purchase a 30-year dark fiber IRU (irrevocable right of use) then it was to build out the City owned fiber.

The City requested bids for the IRU from all of the RFP respondents and all telecommunications companies with infrastructure in Marysville. Only Wave Business Solutions chose to bid on the IRU. Comcast replied that they are no longer selling dark fiber. Wave's bid was significantly less than a build out option.

The IRU purchase is being funded by I-Net and the ongoing maintenance will be paid for by utilities.

RECOMMENDED ACTION:

City staff recommends that the City Council authorize the Mayor to sign the attached Wave Business Solutions LLC IRU agreement

DARK FIBER IRU AGREEMENT

This DARK FIBER IRU AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2017 (the “**Execution Date**”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company, for itself and as agent for its Affiliates (“**Wave**”), and the CITY OF MARYSVILLE, a Washington municipal corporation (“**Customer**”). Each of Wave and the Customer may be referred to in this Agreement as a “**Party**,” and collectively as the “**Parties**.” With respect to either Party, the term “**Affiliate**” shall mean any person who directly or indirectly controls, is controlled by, or is under common control with that Party.

Background

- A.** Wave and its Affiliates own and operate a fiber optic communications network (the “**Wave Network**”) used by Wave to provide telecommunications, data transport, Internet access, dark fiber, video, telephone and related services to its residential, business and wholesale customers. A portion of the Wave Network is located in the northwest region of Washington.
- B.** Customer desires to obtain from Wave the exclusive, irrevocable right to use certain strands of single mode dark fiber belonging to Wave, for a period of thirty (30) years, as more fully described in this Agreement.
- C.** Wave is willing to grant Customer an irrevocable right of use in and to the IRU Fiber for the IRU Term on the terms and conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wave and the Customer agree as follows:

ARTICLE 1: THE IRU FIBER

- 1.1 Description of IRU Fibers. This Agreement involves the following segment of dark fiber (the “**Segment**”):

Fiber Route Identifier	Location A End Point	Location Z End Point	Description of Fiber	Maximum Loss Budget
Segment 1	Public Safety Building 1635 Grove Street Marysville, WA 98270	Edward Springs Treatment Plant 614 Lakewood Road Arlington, WA 98223	1 strand single mode dark fiber	7 dB @ 1550 nm

The one (1) strand of fiber contained in Segment 1 that Customer shall receive the right to use under this Agreement may be referred to as the “**IRU Fiber**.”

- 1.2 Illustrative Maps. A map depicting the approximate locations and route of Segment 1 is attached to this Agreement as Exhibit A. The routes depicted in Exhibit A is for illustrative purposes only, for the convenience of the Parties. In the event of any conflict between Exhibit A and the specific terms and conditions of the main body of this Agreement, the specific terms and conditions of the main body of this Agreement shall control.

1.3 Wave's Control Over Segment Route. Notwithstanding the route depicted on Exhibit A, Wave shall at all times have full and complete control and responsibility for determining any routing configurations of the Segments, and may route the fiber optic cable or cables (each, a "Cable") containing the IRU Fiber through any Wave facility in its reasonable discretion, so long as (i) the End Points of each Segment are located as described in Section 1.1 above, and (ii) the "**Maximum Loss Budget**" for the Segment does not exceed that set forth in Section 1.1 above.

ARTICLE 2: EQUIPMENT

2.1 Equipment. "**Equipment**" means network components including, but not limited to, any gateway or edge electronic device, antenna, node, concentrator, bridge, receiver, transmitter, transceiver, router, switch, hub or communications lines/cables, and associated software.

2.2 Customer Equipment. Any Equipment provided by the Customer in connection with the IRU Fiber shall be referred to as the "**Customer Equipment**." Except as expressly provided to the contrary elsewhere in this Agreement, throughout the IRU Term (as that term is defined in Article 6 below), the Customer Equipment shall remain the property of the Customer and the Customer shall be responsible for all maintenance and repair of the Customer Equipment. Neither Wave nor any third party acting under Wave's authority will relocate, modify, tamper with, attempt to repair or otherwise interfere with the Customer Equipment.

2.3 Wave Equipment. Any Equipment provided by Wave in connection with the IRU Fiber shall be referred to as the "**Wave Equipment**." Except as expressly provided to the contrary elsewhere in this Agreement, throughout the IRU Term (as that term is defined in Article 6 below), the Wave Equipment shall remain the property of Wave and Wave shall be responsible for all maintenance and repair of the Wave Equipment. Neither the Customer nor any third party acting under the Customer's authority will relocate, modify, tamper with, attempt to repair or otherwise interfere with the Wave Equipment.

ARTICLE 3: INSTALLATION, TESTING AND ACCEPTANCE OF IRU FIBER

3.1 Construction. Wave anticipates that construction of Segment 1 will be completed within approximately 12 – 14 weeks of the Execution Date of this Agreement.

3.2 Connecting the IRU Fiber. Upon Wave's completion of construction of the Segment, the Customer shall provide appropriate connecting Equipment and facilities, including all cross-connect facilities, at each End Point, and Wave shall interconnect the Customer's communications system with the IRU Fiber at the applicable End Points. All interconnections of the IRU Fiber and all other work with respect to the Wave Network shall be performed by Wave and in accordance with Wave's applicable specifications and operating procedures. It is the responsibility of the Customer to obtain all governmental and other approvals and consents necessary with respect to the Customer's placement of the Customer Equipment at the End Points.

3.3 Joint Testing. When Wave has completed the installation and configuration of a Segment, the Parties shall jointly test (the "**Joint Testing**") the applicable dark fibers in the Segment to verify that they are performing consistent with the specifications set forth on Exhibit B (the "**Fiber Specifications**"). Wave shall provide the Customer with at least three (3) business days' advance notice of the date and time on which Wave intends to perform the Joint Testing of the Segment (the "**Joint Testing Notice**"). If the Customer informs Wave within said time period that the Customer desires to participate in the Joint Testing, the Parties shall agree on a mutually convenient date and time for same. If the Customer fails to timely respond to Wave's Joint Testing Notice, the Customer shall be deemed to have elected not to participate in Joint Testing of the Segment at issue and Wave may proceed with testing the Segment by itself.

3.4 Service Commencement Date. If the Customer participates in Joint Testing and the Joint Testing demonstrates that the applicable dark fibers in the Segment at issue are properly installed and operating in accordance with the Fiber Specifications, then the “**Service Commencement Date**” for that Segment shall be the first calendar day following the day on which the Joint Testing was successfully completed. If the Customer elects not to participate in Joint Testing, either by affirmatively foregoing said opportunity or by failing to timely respond to Wave’s Joint Testing Notice, and Wave’s unilateral testing demonstrates that the applicable dark fibers in the Segment are properly installed and operating in accordance with the Fiber Specifications, then the Service Commencement Date for Segment 1 shall be the first calendar day after Wave’s successful completion of its unilateral testing. If either Joint Testing or Wave’s unilateral testing reveals problems with Segment 1, Wave shall correct same and deliver another Joint Testing Notice to the Customer once the problems have been corrected. In such event, the Parties shall repeat the process described in Section 3.3 above.

3.5 Acceptance of Segment; Revision to Service Commencement Date. The Customer shall have a period of five (5) business days after the Service Commencement Date for the Segment in which the Customer may notify Wave that the IRU Fiber is not functioning properly. If the Customer notifies Wave of problems with the Segment pursuant to this Section 3.5, Wave shall investigate same. If Wave determines there are problems with the IRU Fiber, Wave shall correct same and the Service Commencement Date for the Segment shall be revised to be the first calendar day after the date on which Wave has corrected the problems. Unless the Customer delivers notification of problems to Wave within the time period set forth above, the Customer shall be deemed to have accepted the applicable dark fibers in the Segment at issue and to have confirmed that the Segment has been installed and is functioning in accordance with the Fiber Specifications as of the Service Commencement Date.

ARTICLE 4: GRANT OF IRU

4.1 Grant of IRU. Wave hereby grants, transfers and conveys to the Customer, and the Customer receives and accepts from Wave, an exclusive, unrestricted, irrevocable and indefeasible right of use in the IRU Fiber, together with the right to access the IRU Fiber at the End Points of each Segment. The Customer’s rights in the IRU Fiber granted pursuant to this Section 4.1 shall be referred to as the “**IRU.**” The IRU is granted to the Customer subject to the terms and conditions set forth in this Agreement. The IRU shall take effect upon the IRU Effective Date (as that term is defined in Article 6 below).

4.2 Effect of IRU. To the fullest extent permitted by law, the Parties intend that the IRU shall grant, transfer and convey to the Customer all beneficial right, title and interest in the IRU Fiber and that the Customer shall have exclusive possession, use and control over and shall be for all purposes the equitable owner of the IRU Fiber during the Term; provided, however, the IRU does not convey legal title or legal ownership of the IRU Fiber. For the sake of clarity, the IRU is intended by the parties to be a beneficial property interest (as distinguished from a mere contractual interest) and the grant, transfer and conveyance of the IRU effected by this Agreement is intended by the parties to be fully completed and effective, with all conditions precedent deemed to have been satisfied in all respects immediately on the IRU Effective Date (as that term is defined in Article 6 below). For the further sake of clarity, this Agreement is not intended by the Parties to be a revocable license, a lease or executory contract, but rather to effect the sale and purchase of the IRU by Wave to the Customer for the IRU Term (as that term is defined in Article 6 below).

4.3 No Revocation. Notwithstanding the occurrence of a breach or violation by the Customer of any legal duty or obligation imposed by any contract, including this Agreement, by the law of torts (including simple or gross negligence, strict liability or willful misconduct), or by any federal, state or local laws, rules, regulations, orders, standards, judicial decrees or ordinances, during the IRU Term (as that term is defined in Article 6 below), Wave shall have no right to revoke or restrict the IRU in any manner or to any degree whatsoever, through injunctive relief or otherwise. The Parties mutually understand and agree that any breach by the Customer shall be compensable, if at all, by a remedy at law for monetary damages and not at equity. Conversely, and in recognition

that the IRU cannot be readily obtained in the open market and that the Customer will be irreparably injured if this Agreement cannot be specifically enforced, the Customer shall be entitled, in addition to bringing suit at law or equity for monetary or other damages, to obtain specific performance to order implementation of the IRU contemplated by this Agreement. In any action to enforce the provisions of this Agreement, Wave hereby irrevocably and forever waives the defense that there is an adequate remedy at law and hereby irrevocably agrees that the Customer shall have the right to obtain specific performance of the IRU contemplated by this Agreement.

4.4 Limitations. The IRU shall not include: (i) the right to own, control, maintain, modify, relocate or repair the Cables in which each Segment of the IRU Fiber is located, any Wave Equipment, or any other portion of Wave's network facilities; (ii) except for the right to access the Segments of the IRU Fiber at its respective End Points, the right to physically access the Cables or any other portion of Wave's network facilities; (iii) the right to encumber the Cables or any other portion of Wave's network facilities in any manner; or (iv) the right to use the Cables or any other portion of Wave's network facilities except as expressly set forth herein. The Customer expressly acknowledges and agrees that the Customer shall receive no rights to use any of the Wave Equipment in connection with the IRU. Wave is not supplying nor is Wave obligated to supply to the Customer any optronics or electronics or optical or electrical equipment or other facilities, all of which are solely the responsibility of the Customer, nor is Wave responsible for performing any work in connection with the IRU Fiber other than as specified in this Agreement. The Customer shall keep the Cables, the IRU Fiber, the Wave Equipment and all other portions of Wave's network facilities, free from any liens, rights or claims of any third party attributable to the Customer.

4.5 Network Configuration. Each Party shall have full and complete control and responsibility for determining its own network and service configurations or designs, regrooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of that Party's fiber contained in each of the Cables; provided that such control and responsibility by the Customer shall not adversely affect the use by Wave or any other authorized user (each, an "**Authorized User**") of the Cables, of Wave's network facilities and/or of any Equipment used by Wave or an Authorized User in connection therewith.

ARTICLE 5: CONSIDERATION FOR IRU

5.1 IRU Fee. In consideration of receiving the IRU, Customer shall pay to Wave a non-recurring "**IRU Fee**" fee in the amount of Eighty-Four Thousand Six Hundred and No/100 Dollars (\$84,600.00). Fifty percent (50%) of the IRU Fee shall be due and payable to Wave within ten (10) days after the Execution Date of this Agreement and the other fifty percent (50%) within ten (10) days after the Acceptance Date. The Customer will be responsible for all charges associated with (i) any cross connects requested by the Customer, and (ii) any changes or additions to the IRU Fiber that are requested by the Customer and agreed to by Wave.

5.2 Scheduled Maintenance Fees. Beginning on the IRU Effective Date (as that term is defined in Article 6 below), Customer shall pay to Wave monthly "**Scheduled Maintenance Fees**" with respect to the IRU Fiber, in the amount of One Hundred and No/100 Dollars (\$100.00) per month.

5.3 CPI Adjustment of Scheduled Maintenance Fees. The term "**CPI**" shall mean the Consumer Price Index for Seattle-Tacoma-Bremerton, WA for Urban Consumers, All Items, compiled by the United States Department of Labor, Bureau of Labor Statistics, or its successor. If the CPI is no longer published, the parties shall mutually agree on a replacement indicator most nearly equivalent to the CPI. Scheduled Maintenance Fees shall be adjusted on the tenth (10th) anniversary of the IRU Effective Date and again on the twentieth (20th) anniversary of the IRU Effective Date. To obtain the new amount of Scheduled Maintenance Fees, the Scheduled Maintenance Fees for the current year shall be multiplied by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "**Current Index Number**" shall be the CPI figure for the most

recent month available as of the applicable anniversary of the IRU Effective Date. The “**Base Index Number**” shall be the CPI figure for the month in which the IRU Effective Date occurred.

5.4 Unscheduled Maintenance Costs. Customer shall be responsible for paying its Proportionate Share of Unscheduled Maintenance Costs, as those terms are defined in Article 7 below.

5.5 Invoicing and Payment for Maintenance Costs. Wave shall invoice the Customer for Scheduled Maintenance Fees and Unscheduled Maintenance Costs. Customer shall pay all undisputed invoices within sixty (60) days of receipt. If the Customer in good faith disputes any portion of a Wave invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Wave regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a “**Fee Dispute Notice**”). A Fee Dispute Notice must be submitted to Wave within ninety (90) days from the date the invoice at issue is received by the Customer. Wave shall respond to a Fee Dispute Notices within thirty (30) days of receiving same. The Parties shall negotiate in good faith to attempt to resolve any such disputes within forty five (45) days after the Customer’s delivery of the applicable Fee Dispute Notice. If, after participating in good faith negotiations to resolve a fee dispute, the Parties are unable to resolve any fee dispute within sixty (60) days after the Wave received the Fee Dispute Notice, then the fee dispute shall be resolved by the mediation and arbitration procedures set forth in Sections 18.2 and 18.3 below.

ARTICLE 6: TERM OF IRU

6.1 IRU Effective Date. The IRU shall become effective on the Service Commencement Date for Segment 1 (the “**IRU Effective Date**”).

6.2 IRU Term. Unless earlier terminated pursuant to this Agreement, the term of the IRU shall be for thirty (30) years (the “**IRU Term**”), commencing on the IRU Effective Date, and expiring on the date that is one day prior to the thirtieth (30th) anniversary of the IRU Effective Date (the “**IRU Expiration Date**”).

6.3 Effect of Expiration. Upon the expiration of the IRU Term, all rights to the use of the IRU Fiber shall revert to Wave without reimbursement of any of the IRU Fee or other amounts previously paid, or required to be paid, by Customer hereunder, and Customer shall have no further right hereunder to use the IRU Fiber.

ARTICLE 7: AVAILABILITY, MAINTENANCE AND REPAIR

7.1 Availability. During the Term, Wave shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the IRU Fiber is available to the Customer twenty-four (24) hours per day, seven (7) days per week consistent with the service level agreement (the “**SLA**”) contained in Exhibit C to this Agreement. It is possible, however, that there will be interruptions in the availability of the IRU Fiber. The Customer understands and agrees that the IRU Fiber, or certain portions or components of the IRU Fiber, may be unavailable from time to time either for scheduled or unscheduled maintenance, due to fiber cuts or other reasons beyond Wave’s reasonable control. Temporary interruptions in the availability of the IRU Fiber for such reasons, as well as interruptions or outages caused by the Customer, its agents and employees, or by Force Majeure Events, will not constitute failures by Wave to perform its obligations under this Agreement. Instead, the Customer’s sole remedy for any such failures in the IRU Fiber shall be as set forth in the SLA.

7.2 Regular Maintenance. At all times during the IRU Term, Wave shall be responsible for performing regular maintenance and repair activities with respect to the IRU Fiber as described in Exhibit C to this Agreement. Customer agrees to pay Wave for maintenance in accordance with Section 5.2 above. Notwithstanding anything to the contrary contained elsewhere in this Agreement, Wave’s obligation to provide maintenance services in accordance with this Article 7 is contingent upon Customer’s timely payment of (i) the Scheduled Maintenance Fee,

and (ii) Customer's Proportionate Share of any **Unscheduled Maintenance Costs**. Should, at any time during the IRU Term, Customer be in Default (as that term is defined in Article 16 below) for failure to pay Scheduled Maintenance Fees and/or Customer's Proportionate Share of **Unscheduled Maintenance Costs**, Wave's obligation to perform maintenance under this Agreement shall cease until such time as the Default is remedied and Customer's account is current.

7.3 **Unscheduled Maintenance.** At all times during the IRU Term, Wave shall be responsible for performing any necessary unscheduled maintenance with respect to the IRU Fibers as described in Exhibit C. Except for the costs of unscheduled maintenance necessitated due to the negligence or intentional misconduct of Customer, for which Customer shall be solely responsible, the costs of performing **Unscheduled Maintenance** (the "**Unscheduled Maintenance Costs**") will be allocated among Wave, Customer and other authorized users of the affected portion of the Cable at issue. For purposes of this Agreement, Customer's "**Proportionate Share**" of any costs related to a Cable shall be determined by the ratio to which the number of fiber optic strands comprising the IRU Fiber in that Cable bears to the total number of fiber optic strands in said Cable that are currently in use (whether by Wave, Customer or other Authorized Users). If this fraction varies over portions of the Cable, then the Proportionate Share shall be equal to the weighted average (weighted by length as set forth in Wave' as-built drawings) of such relevant portions. For example, if the fraction for 100 feet of the affected segment is 0.1 and the fraction for the remaining 50 feet of the affected segment is 0.07, the weighted average for the entire Cable would be 0.09. Wave shall invoice Customer for Customer's Proportionate Share of any **Unscheduled Maintenance Costs**, and Customer shall pay same within thirty (30) days of the invoice date.

7.4 **Customer's Maintenance.** Except to the extent otherwise expressly provided in the Agreement, Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Customer in connection with the operation of the IRU Fiber, none of which is included in the maintenance services to be provided by Wave hereunder.

ARTICLE 8: TAXES, FEES AND OTHER IMPOSITIONS

8.1 **Definition of Impositions.** As used in this Agreement, the term "**Impositions**" shall mean all taxes, fees, assessment levies, imposts, duties, charges or withholdings of any nature (including, without limitation, ad valorem, real property, gross receipts, franchise, license and permit fees), together with any penalties, fines or interest thereon arising out of the transactions contemplated by this Agreement and/or imposed upon the Cable, or any part thereof, by any federal, state or local government or other public taxing authority, including "Access Fees." The term "**Access Fees**" shall mean all fees charged or assessed by any governmental authority in respect of those portions of the Cable located on or crossing or passing through lands owned or administered by such governmental authority including, without limitation, such as are calculated or otherwise based on the number of crossings, the aggregate distance of crossings, land value or the revenue, projected revenue, receipts, income, profits or other amounts calculated in a similar manner.

8.2 **Minimization and Equitable Distribution of Impositions.** The Parties acknowledge and agree that it is their mutual objective and intent to (i) minimize the aggregate Impositions payable with respect to the Cables, and (ii) share such Impositions according to their respective interests in the Cables. The Parties agree to cooperate with one another and coordinate their efforts to achieve such objectives in accordance with the provisions of this Article 8.

8.3 **Payment of Impositions Prior to IRU Effective Date.** Prior to the IRU Effective Date, Wave shall be responsible for and shall timely pay any and all Impositions with respect to the operation or physical location of the Cables.

8.4 Payment of Impositions During the IRU Term. Beginning on the IRU Effective Date and continuing through the IRU Expiration Date, Customer shall be responsible for and shall pay: (i) all Impositions imposed on, based on, or otherwise measured by the gross receipts, gross income, net receipts or net income received by or accrued to Customer with respect to its use of the IRU Fiber; and (ii) all Impositions which have been separately assessed, allocated to, or imposed on the IRU Fiber. If the IRU Fiber constitutes the only fibers located in a Cable from the point where the Cable leaves the Wave Network right-of-way to a Customer POP, Customer shall be solely responsible for any and all Impositions imposed on or with respect to such portion of the Cable. To the extent such Impositions are not separately assessed, allocated to or imposed on the IRU Fiber, Wave will pay, or request proportionate payment by Wave and Customer of, all such Impositions. Wave shall notify Customer of such Imposition, and Customer shall promptly reimburse Wave for (or pay directly) Customer's share of all such Impositions, which shall be determined as follows:

- (a) to the extent that such Impositions are calculated based on the revenue, projected revenue, receipts, income or profits of Customer or its Affiliates, Customer will be responsible for the portion of the amount of such Impositions as is calculated based on the revenue, projected revenue, receipts, income or profits of Customer or its Affiliates;
- (b) to the extent that such Impositions are calculated based on the revenue, projected revenue, receipts, income or profits of Wave or its Affiliates, Wave will be responsible for the portion of the amount of such Impositions as is calculated based on the revenue, projected revenue, receipts, income or profits of Wave or its Affiliates; and
- (c) otherwise, Customer will be responsible for its Proportionate Share of the Impositions and Wave, and any other Authorized Users of the Cable, will be responsible for their respective Proportionate Shares of the Impositions.

8.5 Right to Contest. Wave shall have the right to contest in good faith any Imposition (including by nonpayment of such Imposition) and Customer shall have the sole and exclusive right to contest any Imposition applicable only to Customer or the Customer Equipment. The out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by Wave in any such contest shall be shared by Wave and Customer in the same proportion as to which the parties would have shared in such Impositions as they were assessed. Any refunds or credits resulting from a contest brought pursuant to this Section 8.5 shall be divided between Wave and Customer in the same proportion as originally assessed.

8.6 Preparation of Returns and Reports. Wave and Customer agree to cooperate fully with one another in the preparation of any returns or reports relating to the Impositions.

ARTICLE 9: PERMITS; UNDERLYING RIGHTS; RELOCATION

9.1 Underlying Rights. Subject to the terms and provisions of this Agreement, Wave shall use commercially reasonable efforts to obtain and maintain during the IRU Term, all rights-of-way use and other use or access permits or agreements which are necessary for the installation, location, maintenance and use of the Cables in accordance with this Agreement (the "**Underlying Rights**"). The IRU is subject to the terms of the Underlying Rights, and subject to the terms under which the applicable rights-of-way are owned or held by the grantor of the Underlying Rights.

9.2 Relocation. After the IRU Effective Date, Wave may relocate all or any portion of any one or more of the Cables, including any one or more of the Segments of the IRU Fiber and/or any of the facilities used or required in providing any of the Segments of the IRU Fiber to the Customer, under any of the following circumstances: (i) Wave is required to relocate by a third party with legal authority to so require (including, without limitation, the grantor

of an Underlying Right); (ii) in Wave's good faith business judgment, it is commercially reasonable for Wave to relocate; or (iii) the Customer agrees to the relocation. Should any of the foregoing occur, Wave shall proceed with such relocation, including without limitation, the right, in good faith, to reasonably determine the extent of, the timing of, and methods to be used for such relocation; provided that any such relocation shall incorporate fibers meeting or exceeding the specifications of the IRU Fiber. In the event of any such relocation, Wave shall use commercially reasonable efforts to minimize any service interruptions to the Customer. In the event of a relocation pursuant to either Sections 9.2(i) or (iii) above, Customer shall be responsible for its Proportionate Share of the costs of the relocation, which will be invoiced to Customer by Wave. Any relocation pursuant to Section 9.2(ii) shall be at Wave's sole cost and expense.

ARTICLE 10: OPERATION AND USE OF THE IRU FIBER

10.1 Compliance with Underlying Rights Requirements. The requirements, restrictions, and/or limitations on the Customer's right to use the IRU Fiber contained in this Agreement, all applicable government codes, ordinances, laws, rules and regulations, and safety, operational and other rules and regulations imposed in connection with the Underlying Rights are referred to collectively as the "**Underlying Rights Requirements.**" The Customer represents, warrants and covenants to Wave that it will use the IRU Fiber in compliance with and subject to the Underlying Rights Requirements.

10.2 Permits and Approvals. Customer shall secure, prior to the IRU Effective Date, any franchises, licenses or similar approvals from governmental authorities (other than the Underlying Rights to be obtained by Wave) which are necessary for the Customer's use and operation of the IRU Fiber.

10.3 Use Limitations. The IRU and the IRU Fiber are for the sole benefit of Customer or other government agency that works directly with the Customer (including but not limited to Snohomish County, SNOPAC, SERS, City of Arlington, and the Marysville Fire District). Customer shall not grant to any third party the right to use the IRU Fiber, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, indefeasible right of use, or any other form. Nor shall Customer use the IRU Fiber for commercial purposes that are competitive with Wave's business (e.g., use the IRU Fiber to provide Internet access service, data transport service, VoIP services, etc. to third parties within Wave's service area). Customer may use the IRU Fiber for any other lawful purpose. Customer agrees and acknowledges that it has no right to use any of the fibers that are part of the Cables or any other portion of the Wave Network facilities other than the IRU Fiber.

10.4 Cooperation. Each of the Customer and Wave agree to promptly notify the other Party of any matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of any one or more of the Cables, or traffic thereon, that becomes known to such Party. The Customer and Wave each agrees to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations under this Agreement.

10.5 Non-Interference. The Customer shall not use its telecommunications systems in a way that physically interferes in any way with or otherwise adversely affects the use of the other fibers in the Cables by Wave or any other Authorized User of the Cables and/or other portions of Wave's network. The Customer acknowledges that the Cables and the locations at which the Cables are installed include other participants, including Wave, other Authorized Users, and other owners and users of telecommunication systems.

ARTICLE 11: THIRD – PARTY INDEMNIFICATION

11.1 Third-Party Indemnification by Wave. Wave hereby agrees to indemnify, defend and hold harmless Customer, its employees, officers and directors (the "**Customer Indemnified Persons**"), from and against any and all third-party suits, actions, damages or claims of any character suffered by the Customer Indemnified Persons due

to or arising out of: (i) any injuries or damage to persons or property to the extent the same are caused by the negligent acts or omissions of Wave in the performance of its obligations under this Agreement; or (ii) any Default by Wave under this Agreement.

11.2 Third-Party Indemnification by the Customer. Customer hereby agrees to indemnify, defend and hold harmless Wave, its Affiliates, and their employees, agents, officers and directors (the “**Wave Indemnified Persons**”), from and against any and all third-party suits, actions, damages or claims of any character suffered by the Wave Indemnified Persons due to or arising out of: (i) any injuries or damage to persons or property to the extent the same are caused by the negligent acts or omissions of the Customer in the performance of its obligations under this Agreement; (ii) Customer’s use of the IRU Fiber; or (iii) any Default by Customer under this Agreement.

11.3 Procedure. Wave and the Customer each agree to promptly provide the other with notice of any claim which may result in an indemnification obligation hereunder. The indemnifying party may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed.

11.4 Survival. The indemnification obligations contained in this Article shall survive the expiration or termination of this Agreement for a period of two (2) years.

ARTICLE 12: LIMITATION OF LIABILITY

12.1 No Special Damages. EXCEPT FOR THE OBLIGATIONS OF THE PARTIES CONTAINED IN ARTICLE 11 (INDEMNIFICATION) AND ARTICLE 15 (CONFIDENTIALITY), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, SUCH PARTY’S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, CLAIMS OF LESSEES OR CUSTOMERS, CLAIMS FOR WHICH DAMAGES ARE HEREBY SPECIFICALLY WAIVED; AND PROVIDED FURTHER THAT THIS LIMITATION SHALL NOT RESTRICT EITHER PARTY’S RIGHT TO PROCEED FOR INJUNCTIVE RELIEF. NOTHING CONTAINED HEREIN SHALL OPERATE AS A LIMITATION ON THE RIGHT OF EITHER PARTY TO BRING AN ACTION FOR DAMAGES AGAINST ANY THIRD PARTY, INCLUDING CLAIMS FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, BASED ON ANY ACTS OR OMISSIONS OF SUCH THIRD PARTY.

12.2 Disclaimer of Warranties. EXCEPT FOR AND EXCLUDING COVENANTS, REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND/OR ANY EXHIBIT(S) ATTACHED HERETO, WAVE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE IRU FIBERS, THE WAVE EQUIPMENT OR ANY OTHER PORTION OF THE WAVE NETWORK, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE 13: INSURANCE

13.1 Required Insurance. Beginning on the IRU Effective Date, and continuing through the expiration of the IRU Term, each Party shall procure and maintain in force, at its own expense, insurance coverage in amounts that a reasonably prudent business person would maintain considering the obligations of the Parties hereunder, but in no event less than coverage of the following types and limits:

- (a) Workers’ compensation as required by applicable law(s);
- (b) Employer’s liability with minimum limits of \$1,000,000 each accident;

- (c) Commercial General Liability including coverage for (i) premises/operations, (ii) independent contractors, (iii) products/completed operations, (iv) personal injury, (v) contractual liability, and (vi) explosion, collapse and underground hazards, with combined single limit of not less than \$1,000,000 each occurrence or its equivalent;
- (d) Automobile liability with minimum limits of \$1,000,000 each accident; and
- (e) Excess or Umbrella Liability, applicable to items (b), (c) and (d), with minimum limits of \$5,000,000, per occurrence.

13.2 Insurance Providers. Each Party shall maintain the required insurance coverage with insurers licensed to conduct business in the applicable jurisdiction(s) and having an AM Best Rating of A – /VII, or equivalent from another recognized rating agency, and each Party shall, upon request, provide the other Party with an insurance certificate confirming compliance with the requirements of this Article.

13.3 Failure to Carry. In the event either Party fails to maintain the required insurance coverage and, a claim is made or suffered, such Party shall defend, indemnify and hold harmless the other Party from any and all claims for which the required insurance would have provided coverage.

ARTICLE 14: NOTICES

Notices under this Agreement shall be in writing and delivered by overnight courier (e.g., Federal Express, UPS) or certified mail, return receipt requested, to the persons whose names and business addresses appear below and such notice shall be effective on the date of receipt or refusal by the receiving Party:

If to Wave:

Wave Business Solutions, LLC
 401 Parkplace Center, Suite 500
 Kirkland, WA 98033
 ATTN: Patrick Knorr
 Email: pknorr@wavebroadband.com

If to Customer:

City of Marysville

 ATTN:
 Email:

With a Copy to:

WaveDivision Holdings, LLC
 401 Parkplace Center, Suite 500
 Kirkland, WA 98033
 ATTN: James A. Penney
 Email: jpenney@wavebroadband.com

With a Copy to:

ATTN:
 Email:

A Party may change its address and point of contact by notifying the other Party in writing in accordance with this Article.

ARTICLE 15: CONFIDENTIALITY

The Parties understand and acknowledge that Customer is a governmental entity, and that Washington law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by

Customer pursuant to a request submitted under the Public Records Act, chapter 42.56 RCW, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Wave in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Wave; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Wave an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Wave initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Wave's request, Wave shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Wave's request. Customer shall not be liable to Wave for any loss, cost or expense relating to the disclosure of requested records if Wave fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 16: DEFAULT

16.1 **Definition.** A "**Default**" shall be deemed to have occurred under this Agreement under the following circumstances:

- (a) in the case of a failure to pay any amount when due under this Agreement, a Party fails to pay such amount within fifteen (15) days after written notice from the other Party specifying such breach; or
- (b) in the case of any other material breach of this Agreement, a Party fails to cure such breach within thirty (30) days after written notice from the other Party specifying such breach, provided that if the breach is of a nature that cannot reasonably be cured within said thirty (30) day time period, a Default shall not have occurred so long as the breaching Party has commenced cure within said thirty (30) day time period and thereafter diligently pursues cure to completion.

16.2 **Remedies.** In the event of any Default hereunder, the non-Defaulting Party may do any one or more of the following: (i) take such actions as it deems reasonably necessary to correct the Default; (ii) pursue any other remedies available to it under this Agreement; and/or (iii) initiate the dispute resolution process contained in Article 18. The Parties intend for a Party's good faith participation in the dispute resolution process described in Article 18 to constitute a necessary pre-requisite to the commencement by such Party of any legal action regarding this Agreement.

16.3 **No Waiver.** A waiver by either Party at any time of any of its rights regarding a particular breach or Default of the other Party under this Agreement shall not be deemed a permanent waiver of such rights, nor shall any such waiver be deemed a waiver of any subsequent breach or Default.

ARTICLE 17: FORCE MAJEURE

Neither Party will have any claim or right against the other for any failure of or delay in performance by the other Party if the failure or delay is caused by or the result of any act of God, fire, flood, hurricane or other natural catastrophe, terrorist actions, vandalism, cable cut or other similar catastrophe, any law, order, regulation, direction or action of any governmental, civil or military authority, national emergency, insurrection, riot or war; inability to obtain equipment, material or other supplies, strike, lockout or other similar occurrence beyond the control and without the fault or negligence of the affected party (each, a "**Force Majeure Event**"). Notwithstanding the

foregoing, if the force majeure delay exceeds thirty (30) days, either Party may terminate this Agreement on written notice without incurring any liability hereunder.

ARTICLE 18: DISPUTE RESOLUTION

18.1 General Provisions. Except for actions seeking a temporary restraining order or injunction, or suits to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this Article 18 with respect to any controversy or claim (each, a “**Dispute**”) arising out of or relating to this Agreement. All discussions occurring and documents exchanged pursuant to Sections 18.2 and 18.3 below are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation process.

18.2 Negotiations. Should any Dispute arise, either Party may give the other Party written notice of the Dispute (each, a “**Dispute Notice**”). The Parties shall use good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date on which the Dispute Notice is delivered. With respect to fee disputes arising under Section 5.5, compliance with the negotiation procedures described in Section 5.5 shall be in lieu of the provisions of this Section 18.2. If the Parties do not resolve the Dispute within such thirty (30) day period, either of the Parties may submit the matter to non-binding mediation through a professional mediation service.

18.3 Mediation. If a Dispute is submitted to mediation, the Parties will cooperate in selecting a qualified mediator from a panel of neutral mediators having experience in the telecommunications and broadband internet industry. The Parties shall share equally in the costs of mediation. Any Dispute that cannot be resolved through mediation within sixty (60) days of submitting the Dispute to mediation shall be resolved by binding arbitration as provided in Section 18.4 below.

18.4 Binding Arbitration. Any arbitration hearing shall be before a single neutral arbitrator and shall be held in the Seattle, Washington offices of Judicial Arbitration & Mediation Services, Inc., or a similar professional dispute resolution organization. The arbitration shall be administered pursuant to the rules and procedures of the American Arbitration Association. The parties shall equally share the fees of the arbitrator. The Federal Arbitration Act, 9 U.S.C. §§ 1-15, not state law, shall govern the arbitrability of all disputes.

18.4 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of Washington. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of Washington in and for King County, or in the Federal District Court for the Western District of Washington, as applicable. Customer waives all defenses of lack of personal jurisdiction and forum non conveniens. ***Each Party waives, to the fullest extent permitted by law, trial by jury of any disputes, claims or issues arising under the Agreement.***

ARTICLE 19: ASSIGNMENT

Neither Party shall assign its rights under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, delayed or conditioned; provided, however, that either Party may, without obtaining the consent of the other Party, assign its interest in and to this Agreement to: (i) any entity acquiring such Party, whether through merger or through purchase of substantially all the assets of said Party; or (ii) an Affiliate of such Party.

ARTICLE 20: MISCELLANEOUS

20.1 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she has been duly authorized to execute this Agreement on behalf of the Party for whom he or she purports to sign this Agreement, and that this Agreement is binding on such Party in accordance with its terms.

20.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the Party against whom such modification is sought to be enforced.

20.3 Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

20.4 Survival. Those provisions of this Agreement that by their nature and import must survive the expiration or earlier termination of this Agreement in order to be given their full force and effect shall so survive.

20.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

20.6 Attorneys' Fees. If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

20.7 No Joint Venture. The relationship between Customer and Wave shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes.

20.8 No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of Customer and Wave. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

20.9 Standard of Performance. All actions, activities, consents, approvals and other undertakings of the Parties in this Agreement shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Agreement the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a Party's performance.

20.10 Compliance with Law. Each Party shall exercise its rights and perform its obligations under this Agreement in full compliance with all applicable laws, rules and regulations of any governmental authority having proper jurisdiction.

20.11 Exhibits. The following Schedules are attached to this Agreement and incorporated herein by this reference:

- EXHIBIT A - Map Depicting Segment 1
- EXHIBIT B - Fiber Specifications
- EXHIBIT C - Service Level Agreement for Maintenance, Repair and Availability

20.12 Execution in Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document.

[Signatures on following page.]

IN WITNESS WHEREOF, Wave and Customer, intending to be legally bound hereby, have duly executed this Agreement as of the date first above written.


WAVE:

CUSTOMER:

Wave Business Solutions, LLC, a Washington limited liability company

City of Marysville, a Washington municipal corporation

By _____

By 

Name: _____

Name: PAUL KOSS

Title: _____

Title: SUP Business Solutions

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EXHIBIT A
to
Dark Fiber IRU Agreement
Map Depicting Segment 1

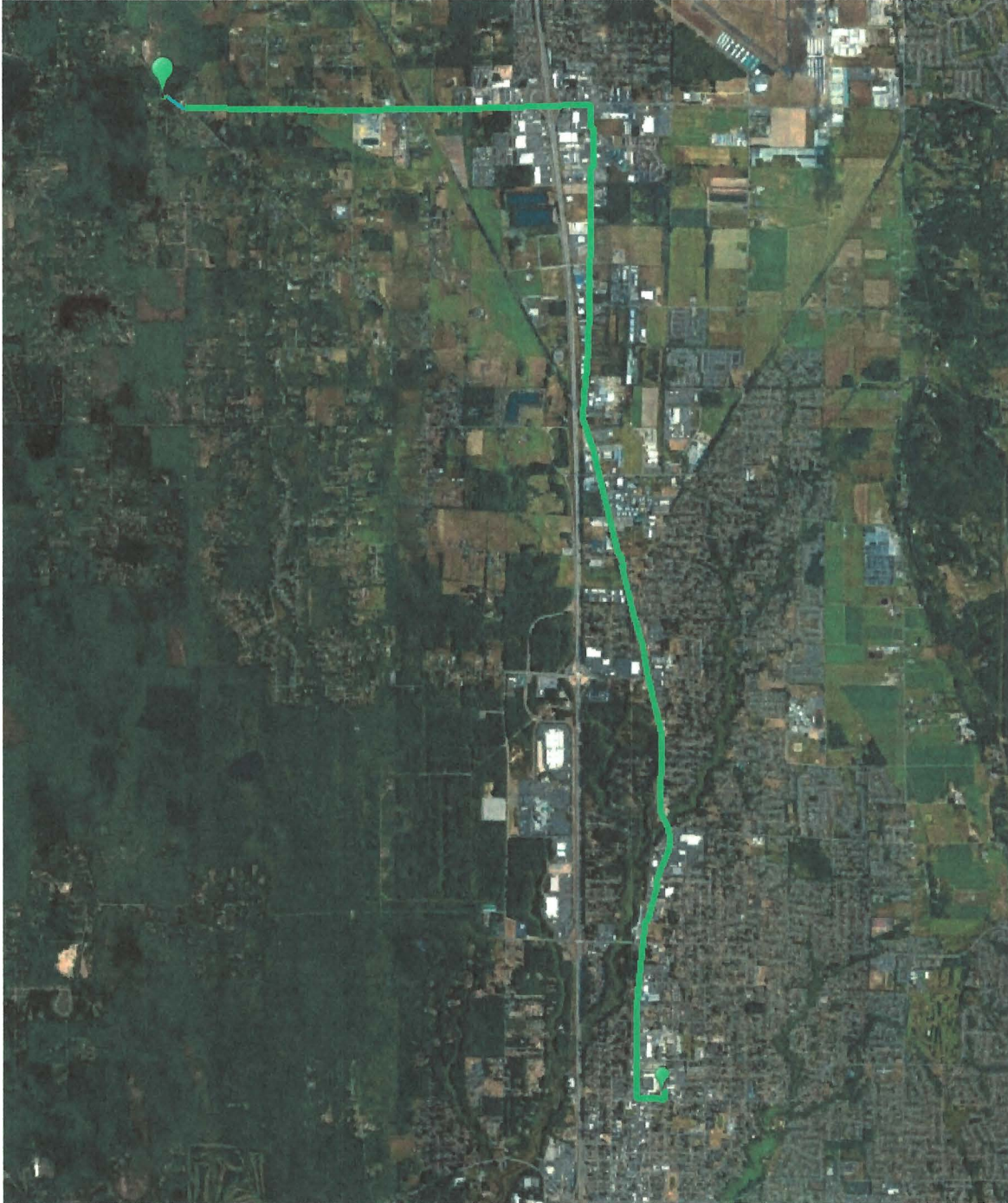


EXHIBIT B
to
Dark Fiber IRU Agreement

Fiber Specifications

OTDR traces will be taken in both directions at 1310 nm and 1550 nm for all circuits less than 50 Km. For circuits over 50 Km we take OTDR traces at 1550 nm. All circuits will be shot with a launch cable with a minimum length of .5 Km or the length agreed to in the customer's MSA. These traces will be reviewed before the circuit is handed off. For a circuit to be handed off it must comply with the specifications for splice, reflectance and span attenuation.

Splice Loss Specifications

Pig Tail - < .5 per connector or 1.0 per jumper

For values greater than this, the splice will be broken and re-spliced until an acceptable loss value is achieved. If, after three attempts is not able to produce a loss value less than 0.50 dB, the splice will be marked as Out-of-Spec ("OOS") on the OTDR report.

Splice Point - Bi-directional average loss of 0.15 dB or less.

The objective for each splice is a loss of 0.15 dB or less. If, after three attempts, we are not able to produce a loss value of less than 0.15 dB, then 0.25 dB will be acceptable. If, after two additional attempts, a value of less than 0.25 dB is not achievable, then the splice will be marked as OOS

Splice Point - Uni-directional OTDR testing, the objective for each splice is a loss of 0.15 dB or less. If, after three attempts, we are not able to produce a loss value of less than 0.15 dB, then 0.25 dB will be acceptable.

Connector Reflectance

Reflectance at jumper – Will be less than -40dB, we will work to achieve less than -40dB by cleaning & polishing fiber tips and/or fiber jumpers or provide alternative fiber strands that achieve results less than -40dB. If we are unable to do so after 3 attempts, the port will be marked as OOS.

Total loss for a circuit

Attenuation due to distance

At 1310nm: (0.40 dB/km x km of cable)

At 1550nm: (0.30 dB/km x km of cable)

Average Splice Loss per circuit

The standard for each fiber within a span shall be an average bi-directional loss of 0.10 dB or less for each splice. For example, if a given span has 10 splices, each flow shall have total bi-directional loss (due to the 10 splices) of 1.0 dB or less. Each individual splice may have a bi-directional loss of 0.15 dB or less, but the average bi-directional splice loss across the span must be 0.10 dB or less.

Acceptable Total loss per circuit will be calculated with the following formula:

At 1310nm: (0.40 dB/km x km of cable) + (number of connectors x 0.5 dB) + (0.10 dB x number of splices).

At 1550nm: (0.30 dB/km x km of cable) + (number of connectors x 0.5 dB) + (0.10 dB x number of splices).

Mass Fusion Splicing**Ribbon Fiber Bi-directional Splice Loss Standards**

Fiber Type	Splicing Method	Splice Loss (dB)
Standard Single Mode	Mass fusion splicing	0.20 dB
Non-zero Dispersion-shifted	Mass fusion splicing	0.25 dB

In the event that the splice loss values listed cannot be achieved by at least 66% (8 out of the 12) of the fibers in the ribbon, the ribbon containing the OOS fiber(s) will be broken and re-spliced. The re-splice procedure and acceptable values are listed in the table below. Ribbons containing any splices above a 1.0 dB loss will be broken and re-spliced.

Mass Fusion Re-splice Acceptance

Ribbon Fiber	Standard Single Mode	Non-zero Dispersion Shifted
Acceptance Criteria	0.20 dB	0.25 dB
After 3 attempts	0.30 dB	0.35 dB
After 2 additional attempts	0.40 dB	0.50 dB

Note:

Five (5) attempts are to be performed and all non-successful splices will be recorded and marked as OSS.

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EXHIBIT C
to
Dark Fiber IRU Agreement

Service Level Agreement for Maintenance, Repair and Availability

1. DEFINITIONS

For purposes of this Exhibit C the following terms shall have the meanings set forth below.

“Availability” means the IRU Fibers are available to and accessible by Customer at the End Points, are capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. Wave does not monitor the use or availability of dark fiber services, thus any Outage must be reported to the Wave NOC by Customer.

“Credit” means a credit towards the amount of the monthly Scheduled Maintenance Fee that would otherwise be due and payable by Customer to Wave under this Agreement.

“Excused Outage” means any disruption to or unavailability of the IRU Fiber caused by or due to (i) Scheduled Maintenance, or (ii) circumstances beyond Wave’s reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by Wave, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Wave’s delivery of the IRU Fiber to Customer.

“Force Majeure” means causes beyond Wave reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar natural disaster, terrorist acts, insurrection, riot, national emergency, war or other catastrophe, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority.

“Mean Time to Restore” or “MTTR” means the average time required to restore the IRU Fiber to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes Wave to repair all service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the Wave NOC until the time the IRU Fiber is again Available. The cumulative length of service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the IRU Fiber making the IRU Fiber completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related Credits, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Wave. Unavailability does not include periods of service degradation, such as slow data transmission.

“Scheduled Maintenance” means any maintenance of the portion of the Wave Network to which Customer’s router is connected that is performed during a standard maintenance window (12:00AM – 6:00AM Pacific Time). Customer

will be notified via email at least ten (10) business days in advance of any scheduled maintenance that is likely to affect the IRU Fibers.

“Trouble Ticket” means a trouble ticket generated through the Wave NOC upon notification of a service-related problem. In order for Customer to be eligible for Credits under this SLA, Customer must contact the Wave NOC and open a Trouble Ticket regarding the problem.

“WAVE Network” means all equipment, facilities and infrastructure that Wave uses to provide services to Customer, and includes Customer’s access port. The “Wave Network” does not include Customer owned or leased equipment (unless leased from Wave), or any portion of Customer’s local area network after the demarcation point for the Services provided by Wave.

“WAVE’s Network Operations Center” or “WAVE’s NOC” means WAVE’s network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

2. ROUTINE MAINTENANCE

Routine maintenance and repair of the IRU Fibers described in this Section shall be performed by or under the direction of Wave, at Wave’s reasonable discretion or at Customer’s reasonable request. Routine maintenance shall commence upon the IRU Effective Date. All common systems within facilities along the Cable for the IRU Fiber shall be maintained in accordance with manufacturer’s specifications, to include battery plants, generators, and HVAC units. Wave shall perform appropriate and routine testing on the Cable in which the IRU Fiber is located in accordance with Wave’s then current preventative maintenance procedures as agreed to by Customer, which shall not substantially deviate from standard industry practice. By way of example only, routine maintenance may include the following types of activities:

- (a) Patrol of IRU Fiber route on a regularly scheduled basis, which will be weekly unless hyrail access is necessary, in which case, it will be quarterly;
- (b) Maintenance of a “Call-Before-You-Dig” program and all required and related cable locates;
- (c) Maintenance of sign posts along the IRU Fiber route right-of-way with the number of the local “Call-Before-You-Dig” organization;
- (d) Assignment of fiber maintenance employees to locations along the IRU Fiber route at intervals dependent upon terrain, accessibility, locate ticket volume, etc. Wave shall decide the staffing of fiber maintenance employees for the IRU Fiber;
- (e) Wave shall have qualified representatives on site any time Wave has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise excavating within five (5) feet of the IRU Fiber; and
- (f) At Customer’s request, perform and provide Customer with results of annual quality test showing the IRU Fiber meets the Fiber Specifications in Exhibit B.

Routine maintenance may include Scheduled Maintenance, for which Customer will receive advance notice as described in Section 1 of this Exhibit C.

3. EMERGENCY MAINTENANCE

“Emergency Maintenance” means Wave’s efforts to correct conditions on the Wave Network that are likely to cause a material disruption to or outage in services provided by Wave and which require immediate action. Emergency Maintenance may degrade the quality of the services provided to Customer, including possible outages. Wave may undertake Emergency Maintenance at any time Wave deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances. Emergency Maintenance and repair of the IRU Fiber shall be performed by or under the direction of Wave. Wave’s obligation to perform any necessary Emergency Maintenance shall commence upon the IRU Effective Date. Emergency Maintenance may be commenced in response to any of the following: (i) an alarm identification by Wave’s NOC; (ii) notification by Customer; or (iii) notification by any third party of any failure, interruption or impairment in the operation of the Cable in which the IRU Fiber is located, or any event imminently likely to cause the failure, interruption or impairment in the operation of the IRU Fiber.

Customer shall immediately report the need for Emergency Maintenance to Wave in accordance with procedures promulgated by Wave from time to time. Wave will log the time of Customer’s report, verify the problem and dispatch personnel immediately to take corrective action. Wave shall communicate with Customer during Emergency Maintenance in order to provide regular status updates during the restoration process.

4. NETWORK OPERATIONS CENTER

Wave shall operate and maintain the Wave NOC, capable of receiving alarms twenty-four (24) hours a day, seven (7) days a week. Wave’s maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Wave shall have its first maintenance employee at the site requiring Emergency Maintenance activity within four (4) hours after the time Wave becomes aware of an event requiring Emergency Maintenance, unless delayed by circumstances beyond the reasonable control of Wave. Wave shall maintain a toll-free telephone number to contact personnel at the NOC. Wave’s NOC personnel shall dispatch maintenance and repair personnel to handle and repair problems detected in the IRU Fiber.

5. SERVICE LEVEL AGREEMENT

This Section 5 constitutes Wave’s “Service Level Agreement” or “SLA” with respect to the IRU Fiber.

5.1 Availability SLA

Wave’s dark fiber paths are designed to provide a target Availability of at least **99.9%** per calendar month. If the Availability target is not met with respect to the IRU Fibers in a given calendar month, Customer will be entitled to a Credit in the amount set forth below, which must be claimed as described in this SLA.

Duration of Unavailability	Customer Credit as % of Scheduled Maintenance Fee
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

5.2 Mean Time to Restore (“MTTR”) SLA

In the event of Outages in the IRU Fibers, Wave’s NOC is designed to provide a MTTR of **no greater than 4 hours**. If the target MTTR is not met for the IRU Fibers in a given calendar month, then Customer shall be entitled to Credit set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of Scheduled Maintenance Fee
4 hr MTTR	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

5.3 Claiming Credits

(a) Requesting SLA Credits. To be eligible for any SLA-related Credit, Customer must be in good standing with Wave and current in its financial obligations to Wave. Credits are exclusive of any applicable taxes charged to Customer or collected by Wave. To claim SLA-related Credits, Customer must do the following:

- (i) Open a Trouble Ticket with the Wave NOC within twenty-four (24) hours of the occurrence giving rise to the claimed Credit(s);
- (ii) Submit a written request for the Credit(s) to WAVE’s customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the Credit(s) occurred; and
- (iii) Provide the following documentation when requesting the Credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.

If Customer fails to timely submit, pursuant to the procedure described in this Section 5.3(a), a request for any SLA-related Credit for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such Credit. The Credits provided by this SLA are Customer’s sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of the IRU Fibers.

(b) Wave’s Evaluation of Claims. All claims for SLA-related Credits are subject to evaluation and verification by Wave. Upon receiving a claim for SLA-related Credit, Wave will evaluate the claim and respond to Customer within thirty (30) days. If Wave requires additional information in order to evaluate Customer’s claim, Wave will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Wave’s request for additional information in which to provide the requested information to Wave. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Wave will promptly notify Customer of Wave’s resolution of each Customer claim. If Customer’s claim for an SLA-related Credit is rejected, the notification will specify the basis for the rejection. If Customer’s claim for a Credit is approved, Wave will issue the credit to Customer’s account, to appear on the next monthly invoice. Wave’s good faith determination regarding whether or not an SLA has been violated shall be final.


(c) Limits and Exclusions. Total Credits for any given calendar month shall not exceed 100% of the monthly Scheduled Maintenance Fee for the IRU Fiber. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable Credit amount. This SLA will not apply and Customer will not be entitled to any Credit under this SLA for any impairment of the IRU Fiber that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the IRU Fibers or the equipment used to provide the IRU Fiber, including Customer's use of the IRU Fiber in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with Wave in diagnosing and troubleshooting problems with the IRU Fiber, including the unavailability of required Customer personnel due to Customer's failure to keep Wave provided with current and accurate contact information for such personnel; (iii) Scheduled alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by Wave or Wave's Affiliates; (v) Force Majeure events; (vi) Wave's inability (due to no fault of Wave) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the IRU Fiber; or (ix) Improper or inaccurate network specifications provided by Customer.

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Index #7

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 23, 2017

AGENDA ITEM: Project Acceptance – Sunnyside Safe Routes to School	
PREPARED BY: Kyle Woods, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Notice of Physical Completion	
BUDGET CODE: 30500030.563000.M1601	AMOUNT: \$174,249.40

SUMMARY:

The work of this contract involved the construction of pedestrian improvements on Sunnyside Boulevard from 38th PI NE to 36th St NE near Sunnyside Elementary School. The work included site preparation, storm drainage facilities, curb, gutter and sidewalk, grading, pavement cutting, paving, striping and property restoration.

The project is funded by the WSDOT Safe Routes to School Program.

The project was awarded to Northend Excavating Inc. on September 26, 2016 in the amount of \$179,492.85. Northend Excavating completed the project on October 2, 2017 with a total project cost of \$174,249.40 which was \$5234.45 or 3% lower than the original bid price.

Construction Total:	\$174,249.40
Safe Routes to School Construction Funding (Estimate):	\$190,000.00

Total Construction Cost to the City (TBD Funds, Estimate):	\$0
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RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to accept the Sunnyside Safe Routes to School project with Northend Excavating Inc, starting the 45-day lien period for project closeout.



PUBLIC WORKS
Kevin Nielsen, *Director*

80 Columbia Avenue
Marysville, Washington 98270
Phone (360) 363-8100
Fax (360) 363-8284
marysvillewa.gov

10/2/2017

Northend Excavating Inc
Attn: Sandra Zuanich
10014 149th AVE NE
Granite Falls, WA 98252-9282

Subject: Physical Completion– Sunnyside Safe Routes to School

Dear Ms. Zuanich :

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Wednesday September 29, 2017

This notification does not constitute completion, or final acceptance by the City per Section 1-05.11(2) of the Contract's General Special Provisions.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting (November 13). This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage upon receipt of the following.

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavit of Wages Paid (to be submitted by SRV to the City)

Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle Woods", is written over a light blue horizontal line.


Kyle Woods
Project Engineer

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/23/2017

AGENDA ITEM:	
ICART Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Chief Rick Smith	
DEPARTMENT:	
Police	
ATTACHMENTS:	
Yes	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Interagency Child Abduction Response Team (ICART) Agreement establishing ICART. This agreement outlines the participants and purpose of the ICART. See attached document

RECOMMENDED ACTION:

Request that City Council approve the agreement establishing ICART

**Agreement Establishing the Snohomish County
Interagency Child Abduction Response Team (ICART)**

This Interagency Agreement establishing the Snohomish County Child Abduction Response Team (ICART) (“Agreement”) is entered into by and between Snohomish County, a political subdivision of the State of Washington, the City of Arlington, a municipal corporation of the State of Washington, the City of Bothell, a municipal corporation of the State of Washington, the City of Brier, a municipal corporation of the State of Washington, the City of Edmonds, a municipal corporation of the State of Washington, the City of Everett, a municipal Corporation of the State of Washington, the City of Gold Bar, a municipal corporation of the State of Washington, the City of Granite Falls, a municipal corporation of the State of Washington, the City of Lake Stevens, a municipal corporation of the State of Washington, the City of Lynnwood, a municipal corporation of the State of Washington, the City of Marysville, a municipal corporation of the State of Washington, the City of Mukilteo, a municipal corporation of the State of Washington, the City of Monroe, a municipal corporation of the State of Washington, the City of Mountlake Terrace, a municipal corporation of the State of Washington, the City of Mill Creek, a municipal corporation of the State of Washington, the City of Snohomish, a municipal corporation of the State of Washington, the City of Stanwood, a municipal corporation of the State of Washington, the City of Sultan, a municipal corporation of the State of Washington, the Stillaguamish Tribe of Indians, a federally recognized Indian Tribe, the Washington State Department of Corrections, an agency of the State of Washington, the Washington State Patrol, an agency of the State of Washington, SNOFAC, an agency created by inter-local agreement, SNOCOM, an agency created by inter-local agreement, the Snohomish County Department of Emergency Management, the Child Advocacy Center of Snohomish County at Dawson Place, a Washington nonprofit corporation, Compass Health, a Washington nonprofit corporation, and Providence Health and Services, a Washington nonprofit corporation (collectively referred to as “ICART Participants”).

Whereas, participants to this agreement believe it to be in the best interest of the community to join together in a multi-discipline team for the purpose of locating and rescuing missing or abducted children when the appropriate circumstances exist; and

Whereas, participants agree to allocate resources to this collective effort and agree to utilize any and all applicable federal laws, state laws, and/or local codes and ordinances to prosecute identified perpetrators as appropriate.

Now Therefore, in consideration of the covenants, conditions, performances, and promises hereinafter contained, ICART Participants agree as follows:

1. **ICART Goal.** A timely and effective response is critical to locating an abducted or missing child. The goal of the ICART is to coordinate human and physical resources in order to quickly locate and recover children who have been abducted or who are missing under suspicious circumstances.

2. **TERM.** The term of this Agreement shall be from June 1, 2017, through May 31, 2018. This agreement is automatically renewed on June 1 of each subsequent year unless terminated or modified by the ICART Participant as provided in this Agreement.

3. **GENERAL ADMINISTRATION.**
 - a. There is hereby created an ICART Board consisting of five (5) voting members and one (1) non-voting member selected from the ICART Participants.
 - i. The voting Board Members shall be:
 1. The Snohomish County Sheriff (or designee)
 2. The Everett Police Chief (or designee)
 3. The WSP District 7 Captain (or designee)
 4. A Chief of Police (or designee) from the municipalities in North and East Snohomish County. This Chief will be selected by a majority of the North and East County ICART Participants.
 5. A Chief of Police (or designee) from the municipalities in South Snohomish County. This Chief will be selected by a majority of the South County ICART Participants.
 - ii. The non-voting Board Member shall be the Snohomish County Prosecuting Attorney (or designee).
 - b. Three (3) voting Board Members shall constitute a quorum. Any action taken by the Board under this Agreement shall be based on a majority vote.
 - c. The Board shall meet in January of each year this ICART Agreement is in effect. The purpose of the meeting will be to receive a report from the ICART Commander concerning activities of ICART over the past year, address issues pertaining to the operation and support of the Team, address changes to the ICART Protocol, appoint/replace ICART Commanders, conduct elections of the Chairman of the Board, and address any other ICART business as necessary.
 - d. The Chairman of the Board may call a special meeting at any time during the year. Special meetings may also be requested by the ICART Commander to address situations where timely decisions by the Board are necessary.
 - e. Each ICART participant shall adopt the ICART Protocol. The ICART Protocol may be amended by a majority vote of the ICART Board.
 - f. The parties do not intend that this Agreement will create a separate legal entity subject to suit.

4. ICART ORGANIZATION.

- a. ICART is a multi-jurisdictional team comprised of local, state, and tribal law enforcement agencies as well as private agencies. ICART will follow a management system for the shared coordination and direction of personnel as well as equipment, technical, and material resources as stated in this Agreement.
- b. The ICART Board will annually appoint two individuals from ICART law enforcement Participants, with a rank of captain or lieutenant, to serve as the ICART Commander and Assistant Commander.
- c. ICART Participants will contribute personnel or material resources to this team as they have the capacity and ability to do so. Nothing in this Agreement shall restrict the ability of ICART Participants to remove contributed personnel or material resources.
- d. Law Enforcement personnel and/or material resources assigned to ICART shall be directed in their ICART duties by the ICART Commander. Non-law enforcement personnel contributed by an ICART Participant will be subject to supervision by the ICART Commander (or designee). All participants remain subject to their own agency's policies and chain of command.
- e. Personnel assigned to this team by an ICART Participant remain employees of their agency. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each ICART Participant shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

5. **COSTS.** Each ICART Participant shall be responsible for all costs associated with its participation as stated herein, including employee compensation.

6. EQUIPMENT.

- a. For purposes of this Agreement, the term "Equipment" shall refer to all materials, tools, machinery, equipment, vehicles, supplies, and facilities used by ICART in performing its purpose and function.
- b. Upon termination of this Agreement, any equipment provided to ICART by an ICART Participant will be returned to that participant as soon as practical.

7. **AMENDMENT.** ICART Participants reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all ICART Participants with the same formality as this Agreement.
8. **TERMINATION.** Any ICART Participant may terminate its participation in this Agreement by providing thirty (30) days written notice to the other ICART Participants. In the event an ICART Participant terminates its participation, all equipment contributed by that participant will be returned as soon as practical.
9. **INSURANCE.** All ICART Participants are required, to the best of their ability, to coordinate their liability insurance coverage and/or self-insurance coverages to the extent possible to fully implement and follow the Agreement. However, the consent of any liability insurance carrier or self-insurance pool is not required to make this Agreement effective as between the participants.
10. **HOLD HARMLESS.**
- a. Each party to this Agreement shall indemnify, defend, and hold the other parties and its agents, employees, and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party.
 - b. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An ICART Participant that has terminated its participation in ICART assumes no responsibility for the actions of the remaining participants arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of termination.
11. **LIMITED WAIVER OF TRIBAL SOVERIGN IMMUNITY.**

- a. The Stillaguamish Tribe expressly reserves all of its inherent sovereign rights as a sovereign Tribe, including its rights as a federally-recognized Tribe to sovereign immunity from suit in any state, federal or tribal court without the Tribe's explicit consent. By entering into this Agreement, the Tribe hereby grants a limited waiver of sovereign immunity to the ICART Participants only, subject to and conditioned on the following:
 - i. This limited waiver of sovereign immunity shall not extend to or be used for or to the benefit of any other person or entity of any kind or description whatsoever, including any successor of an ICART Participant.
 - ii. Nothing contained in this Agreement shall be deemed as consent to levy of any judgment, lien or attachment upon any assets, property or interest of the Tribe except as specifically described herein.
 - iii. Nothing in this Agreement nor any activity of the Tribe shall implicate or in any way involve the trust assets or credit of the Tribe or any of its members.

- b. The Tribe hereby expressly waives sovereign immunity to suit only with respect to claims made relating to, or arising under, this Agreement by any ICART Participant, to interpret or enforce the terms of this Agreement, or upon a claim of indemnification by an ICART Participant pursuant to Section 11 of this Agreement. The limit for any claim of indemnification will be the insurance limit set forth in Section 9 of this Agreement. The parties agree that in discharging this indemnification obligation, where the required insurance is procured, the County shall look only to the proceeds of the insurance procured by the Tribe herein, and the policy of insurance obtained by the Tribe shall prohibit the insurer from asserting a defense of sovereign immunity to a claim made under the policy.

- c. The Tribe agrees to assign over to the ICART Participant seeking indemnity, at its request, any and all of its rights against the insurer to effectuate a payment of its indemnification provision. Should the Tribe fail to procure and maintain the insurance required by this Agreement, the Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the indemnity obligation and the costs of collection.

12. DISPUTE RESOLUTION. Any dispute arising under this Agreement will be forwarded to the ICART Board for resolution. The determination made by the ICART Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10 and the waiver of sovereign immunity in section 11 of this Agreement.

- 13. GOVERNING LAW AND VENUE.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles. The venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.
- 14. INTEGRATION.** This Agreement constitutes the entire agreement among the parties as to the ICART and no other understandings, oral, or otherwise, regarding the ICART shall be deemed to exist or bind the parties.
- 15. EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS.** This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the ICART Participants.
- 16. SEVERABILITY.** If any part of this Agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

APPROVED AT THE DIRECTION OF THE PARTICIPATING AGENCY:

Signature

Date

Title

Jurisdiction/Entity

ATTEST:

Jurisdiction Clerk

Date

APPROVED AS TO FORM:

Jurisdiction Attorney

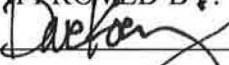
Date

Index #9

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 23, 2017

AGENDA ITEM: Final plat approval for the Davis Meadows subdivision (PA15-030) located at 5503 100 th Street NE	AGENDA SECTION: New business	
PREPARED BY: Angela Gemmer, Senior Planner	APPROVED BY: 	
ATTACHMENTS: 1. Hearing Examiner's Decision dated January 26, 2016 2. Vicinity map 3. Legal description 4. Final plat checklist 5. Final plat map	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The Hearing Examiner granted preliminary subdivision approval for a 45-lot subdivision known as "Davis Meadows" on January 26, 2016. This plat is located on the north side of 100th Street NE east of 55th Avenue NE with an original site address of 5503 100th Street NE. The applicant has met all plat conditions of approval.

RECOMMENDED ACTION:

Staff recommends that the City Council approve and authorize the Mayor to sign the final plat of Davis Meadows.

COUNCIL ACTION:

CITY OF MARYSVILLE
Hearing Examiner
Findings, Conclusions and Decision

APPLICANT: Gamut 360 Holdings

CASE NO.: PA15-030, Davis Meadows

LOCATION: 5503 – 100th Street NE
Marysville, WA 98270

APPLICATION: Application by Gamut 360 Holdings for a **PRELIMINARY PLAT** called Davis Meadows that would consist of 45 lots for single-family residential use on 9.32 acres. An existing single family residence would be retained on lot 29. The Comprehensive Plan designation is Single Family High Density and the zoning is R-6.5.

SUMMARY OF DECISION

Staff Recommendation: **Approve** the **PRELIMINARY PLAT** of Davis Meadows creating 45 lots on approximately 9.32 acres, including retaining a single family residence on lot 29, with eleven (11) Conditions of approval.

Hearing Examiner Decision: **Approve** the applicant's request for a **PRELIMINARY PLAT** called Davis Meadows to create 45 lots on 9.32 acres, including retaining a single family residence on lot 29, subject to eleven (11) Conditions of approval.

PUBLIC HEARING OVERVIEW

After reviewing the official public record file, which included the Marysville Community Development Department Staff Recommendation (Exhibit 27); and after visiting and viewing the site, the Hearing Examiner conducted a public hearing on the PRELIMINARY PLAT request. The hearing was opened at 7:20 p.m., January 21, 2016, in the Council Chambers, Marysville, Washington, and was closed at 7:54 p.m. Participants at the public hearing included representatives of the city of Marysville Community Development Department, representatives of the applicant; and neighboring property owners. They are listed below as parties of record and in the minutes of the hearing. All participants in the public hearing affirmed to be truthful in their testimony. A verbatim recording of the hearing and summary minutes may be obtained from the Community Development Department. A list of exhibits offered and entered into the record at the hearing and a list of parties of record are attached at the end of this report.

Application for a PRELIMINARY PLAT is provided for in Marysville Municipal Code (MMC) 22G.090, and the elements for consideration by the hearing examiner in a public hearing are defined in MMC 22G.010.170 (3) (a-e).

PUBLIC HEARING TESTIMONY

The Hearing Examiner began the proceedings by noting for the record that the issue to be addressed at the hearing was the PRELIMINARY PLAT request to create 45 lots on 9.32 acres.

Testimony was provided by the city of Marysville Community Development Department staff (Angela Gemmer, Associate Planner), and a representative of the applicant (Laurey Tobiason, CLA, Tobiason Land Use Consulting).

City of Marysville, Community Development Department Testimony

Angela Gemmer, Associate Planner noted that 45 lots will be created on a flat, 9.32 acre site covered with deciduous trees, most of which will be removed. One existing single family residence will be retained on lot 29. A new street terminating on the north in a temporary cul-de-sac (56th Avenue NE) will provide site access from the arterial to the south (100th Street NE). The temporary cul-de-sac will be removed and the street will be extended northward into lot 29 when that site redevelops. 103rd Street NE will connect to the site from the stub in the adjacent subdivision to the east and will provide internal access, together with 56th Avenue NE and 103rd Place NE north of lot 29. A trail along the west side of the property will provide non-motorized connectivity within the subdivision and will improve pedestrian access to Cascade Elementary School. To the extent possible, the trail will be constructed to city of Marysville standards, with minor design departures to be determined on a case-by-case basis.

There are no environmentally critical areas on the site. Stormwater runoff will be managed on the site through infiltration. Urban infrastructure will be extended to adequately serve all lots on the site. New residents will generate 43 new p.m. peak hour vehicle trips. Mitigation will be provided in the form of traffic impact fees. Mitigation for school and park impacts will also be paid – with a deferral available to the applicant through an application process.

A number of public inquiries about the project were received. Comments from the Fire District have been acknowledged in the staff report and will be addressed during construction. The proposed lot configuration complies with all applicable provisions of the Marysville Municipal Code.

There are three short, 20-foot wide private driveway segments proposed to provide connections to lots that do not directly front on a public street. These driveways will be paved in concrete. No separate pedestrian facilities will be provided on these driveways.

A fence is required between the back of lot 27 and the front of lot 26. A few significant trees will be protected. Existing septic system(s) will be decommissioned. If archeological artifacts are found, work shall be temporarily suspended pending a thorough investigation.

Applicant Testimony

Laurey Tobiason, Tobiason Land Use Consulting, representing the applicant, confirmed that all planned lots meet the applicable requirements of Marysville Municipal Code, including lot sizes and dimensions per the R-6.5 zoning. Recreation services and facilities for residents will be provided through park impact mitigation fees. Also, impact fees will be paid for traffic and school impacts. Internal public roads and private driveways will serve each new parcel. The proposal merits approval in that it provides for the public health, safety and welfare. Mr. Tobiason stated that the applicant concurs with each of the eleven (11) conditions for preliminary plat approval in the Staff Recommendation.

PUBLIC TESTIMONY

Joanne Thorleifson noted that she lives on lot 17 of the adjacent Village Green subdivision. Drainage is a concern and she wanted assurance that water will not flow on to her property or overwhelm nearby drainage ditches. She mentioned that on-street parking in her neighborhood occasionally obstructs easy access and that situation should be avoided on this site. She acknowledged that the site plan is good, and she is appreciative of the site development activity that will remove invasive blackberries. However, traffic will get worse.

Lisa Mantow identified herself as a new homeowner on 103th Street NE, east of the planned subdivision. This street will be connected to the new subdivision and was concerned about more traffic on her street. She acknowledged that the stub west end of 103th Avenue NE was an indication that the street would be extended. She was also concerned about the loss of property values in the vicinity of this new development.

DISCUSSION

Following the conclusion of formal public testimony, staff, the applicant and the hearing examiner addressed issues and concerns, and fielded and replied to questions.

With respect to traffic, Ms. Gemmer acknowledged that with new development will come additional traffic, but that the connectivity of the street system is good and vehicle trips will be distributed among roads that have existing adequate capacity. All of the traffic impacts are addressed in the traffic study that is Exhibit 19. The developer will pay traffic impact fees to compensate for the adverse impact of the trips generated. Marysville has planned for this growth, which is in accordance with regional planning to direct growth to urban areas.

Mr. Tobiason offered that the existing road stub that is at the west end of 103rd Street NE is planned to be extended to serve the Davis Meadows development. This road will provide access to the subdivision, including for emergency vehicles. Home values are not likely to be negatively impacted because the homes constructed in Davis Meadows will be of a value similar to those already built in other newer subdivisions the neighborhood. Parking will be provided on one side only on the internal public streets, plus there will be 2 to 4 parking spaces on each lot. The public streets will have sidewalks for good pedestrian access.

Andy Reeves from Site Development Associates (1724 W. Marine View Drive Ste. #140 Everett WA 98207), also representing the applicant, described the drainage plan for the site as being

100% accommodated by the infiltration system. There should be no runoff onto adjacent lot 17, and the existing catch basin and conveyance ditch will remain functional.

Ms. Gemmer and Mr. Tobiason agreed to a suggestion by the hearing examiner that a trail connection should be provided to connect to the stub road to the west, from the south side of Tract 997. A very short connection would add a lot of value for pedestrian access. An amendment to the staff-recommended Condition No. 6 will be appropriate to document agreement by the parties to this intended trail connection.

A conversation about the temporary cul-de-sac at the end of 56th Avenue NE resulted in clarification of the restoration of the site when the road is extended to lot 29. This cul-de-sac will temporarily encumber proposed lots 30, 31 and 39 until such time as the road is extended and the cul-de-sac is abandoned and the site is restored. No amendments to the conditions for approval were determined to be needed.

WRITTEN COMMENTS

None contributed to the record at the hearing.

ADJOURNMENT

The Hearing Examiner closed the hearing at 7:54.

FINDINGS, CONCLUSIONS AND DECISION

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

A. FINDING

1. The information contained in the Community Development Department Staff Recommendation (Exhibit 27) is found by the Hearing Examiner to be complete and supported by the evidence presented during the hearing and is by this reference adopted as portion of the Hearing Examiner's findings and conclusions. A copy of the Staff Recommendation is available in the Marysville Community Development Department.
2. The minutes of the hearing are an accurate summary of the testimony offered at the hearing and are by this reference entered into the official public record.
3. The Hearing Examiner finds that the public record supports approval of the Preliminary Plat, in accordance with MMC 22G.010.170 (3) (a-e) listed below. (a) The development is consistent with the comprehensive plan and meets the requirements and intent of the Marysville Municipal Code.

(b) The development makes adequate provisions for open space, environmentally sensitive areas, drainage, streets and other public ways, transit stops, water supply,

sanitary wastes, public utilities and infrastructure, parks and recreation facilities, playgrounds, sites for schools and school grounds.

(c) The development is beneficial to the public health, safety and welfare and is in the public interest.

(d) The development does not lower the level of service of transportation and/or neighborhood park facilities below the minimum standards established within the comprehensive plan. If the development results in a level of service lower than those set forth in the comprehensive plan, the development may be approved if improvements or strategies to raise the level of service above the minimum standard are made concurrent with the development. For the purpose of this section, "concurrent with the development" is defined as the required improvements or strategies in place at the time of occupancy, or a financial commitment is in place to complete the improvements or strategies within six years of approval of the development.

(e) The area, location and features of land proposed for dedication are a direct result of the development proposal, are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.

4. Eleven (11) conditions are applied to the Preliminary Plat approval, as articulated in the staff recommendation (Condition #6 regarding the trail connection, as amended by consensus during the hearing), and documented in the hearing examiner decision in Section C below.

B. CONCLUSIONS

The Hearing Examiner concludes that the applicant has demonstrated that the proposed PRELIMINARY PLAT with eleven (11) conditions of approval, complies with the applicable criteria defined in the Marysville Municipal Code.

C. DECISION

Based upon the foregoing findings of fact and conclusions, the Hearing Examiner APPROVES the PRELIMINARY PLAT with eleven (11) conditions.

The PRELIMINARY PLAT approval is subject to the CONDITIONS as follows:

1. The preliminary subdivision configuration stamped "Received January 13, 2016, City of Marysville Community Development" (Exhibit 26) shall be the approved plat configuration, provided that the side yard setbacks abutting 100th Street NE for lots 37 and 45 shall be increased to be 15 feet.
2. In order to mitigate impacts upon the future capacity of the road system, the applicant shall submit payment to the City of Marysville, a proportionate share of the cost of the future capacity improvements as set forth in MMC Section 22D.030.070(3) for the development. Traffic impacts fees shall be vested at a rate of \$6,300.00 per new single family residential PM peak hour trip (PMPHT). The subdivision shall receive credits for

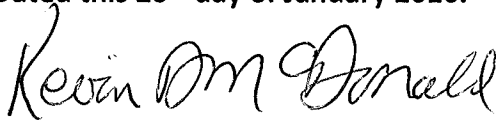
two PMPHT: one credit shall apply to lot 29, where an existing single family will be retained, and the other credit shall apply to proposed lot 1 since an existing single family residence located on-site is proposed to be demolished. The total traffic impact fees for this subdivision shall be \$270,900.00, calculated as follows: 45 single family lots - 2 PMPHT credit x \$6,300.00, and will be required to be paid prior to final subdivision approval unless an application to defer impact fees is submitted for review and is approved. This traffic concurrency determination shall expire when the subdivision approval expires.

3. The applicant shall submit payment to Marysville School District No. 25 for school impacts caused by the new lot/unit in accordance with MMC Chapter 22D.040. School mitigation fees are based on the fee schedules in effect at the time an individual building permit application is accepted by the City, and will be paid prior to building permit issuance unless an application to defer impact fees is submitted for review and is approved.
4. The applicant shall submit payment to the City of Marysville for park impacts caused by the new lot/unit in accordance with MMC Chapter 22D.020. Park mitigation fees are based on the fee schedules in effect at the time an individual building permit application is accepted by the City, and will be paid prior to building permit issuance unless an application to defer impact fees is submitted for review and is approved.
5. The private, shared driveways in tracts 992, 995, and 999 shall be constructed with concrete, and signs shall be installed along the driveways indicating that the shared driveway must remain unobstructed for fire access.
6. A public trail shall be constructed that will connect the northern portion of 56th Avenue NE to the southern portion of 56th Avenue NE and 100th Street NE, and that will also connect to the east end of the stub road in the subdivision to the west (Village Green Division 2) from Tract 997 in Davis Meadows. The trail shall be constructed to City Parks and Recreation Trail standards as approved by the Parks and Recreation Director (14 foot clear zone and an 8 foot asphalt trail with one foot of shoulder on each side). An alternate trail design may be approved by the City; with such alternate specifications to be provided to applicant.
7. Pursuant to the Snohomish Health District's comments, the applicant shall provide the information identified in Section 13(c) in the Staff Report (Exhibit 27) to the Snohomish Health District prior to civil construction plan approval.
8. A six foot high, sight-obscuring fence shall be constructed on the common lot line between lots 26 and 27, and as otherwise required by MMC Section 22G.090.580, prior to final building inspections being granted for the first of these lots upon which a house is constructed.
9. In order to ensure the protection of significant trees to be retained, the applicant shall install a temporary, five-foot high, orange clearing limits construction fence in a line generally corresponding to the drip line of any trees on the subject property that will be

retained, and the dripline of any trees whose root systems may encroach onto the subject property, as needed. All such fencing shall be installed and inspected by the Community Development Department prior to commencement of site work.

10. If at any time during construction archaeological resources are observed on the project site, work shall be temporarily suspended at the location of discovery and a professional archaeologist should document and assess the discovery. The Department of Archaeology and Historic Preservation (DAHP) and all concerned tribes should be contracted for any issues involving Native American sites. If project activities expose human remains, either in the form of burials or isolated bones or teeth, or other mortuary items, work in that area should be stopped immediately. Local law enforcement, DAHP, and affected tribes should be immediately contacted. No additional excavation should be undertaken until a process has been agreed upon by these parties, and no exposed human remains should be left unattended.
11. The existing on-site septic system(s) shall be abandoned by having the septic tank(s) pumped by a certified pumper, then having the top of the tank removed or destroyed and filling the void (WAC 246-272A-0300). Documentation demonstrating completion of this work shall be submitted prior to final subdivision approval.

Dated this 26th day of January 2016.



Kevin D. McDonald, AICP
Hearing Examiner

RECONSIDERATION - MMC 22G.010.190.

A party to a public hearing may seek reconsideration only of a final decision by filing a written request for reconsideration with the director within fourteen (14) days of the final written decision. The request shall comply with MMC 22.010.530(3). The hearing examiner shall consider the request within seven (7) days of filing the same. The request may be decided without public comment or argument by the party filing the request. If the request is denied, the previous action shall become final. If the request is granted, the hearing examiner may immediately revise and reissue the decision. Reconsideration should be granted only when a legal error has occurred or a material factual issue has been overlooked that would change the previous decision.

JUDICIAL APPEAL - MMC 22G.010.540.

- (1) Appeals from the final decision of the hearing examiner, or other city board or body involving MMC Title 22 and for which all other appeals specifically authorized have been timely exhausted, shall be made to Snohomish County superior court pursuant to the Land

Use Petition Act, Chapter 36.70C RCW, within 21 days of the date the decision or action became final, unless another applicable appeal process or time period is established by state law or local ordinance.

- (2) Notice of the appeal and any other pleadings required to be filed with the court shall be served as required by law within the applicable time period. This requirement is jurisdictional.
- (3) The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The record of the proceedings shall be prepared by the City or such qualified person as it selects. The appellant shall post with the city clerk prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk. Any overage will be promptly returned to the appellant.

EXHIBITS

The following exhibits were offered and entered into the record:

1. Receipt, 09.16.15
2. Land Use Application, 09.16.15
3. Preliminary Plat Checklist, 09.16.15
4. SDA- Cover Letter, 09.16.15
5. Chicago Title- Title report, 09.16.15
6. Declaration of Short Subdivision & Covenants, 09.16.15
7. Environmental Checklist, 09.16.15
8. GTC- Traffic Impact Analysis, 09.16.15
9. SDA- Technical Information Report, 09.16.15
10. 24 x 36 Preliminary Plat map, 09.16.15
11. 24 x 36 Civil Plan, 09.16.15
12. 24 x 36 Landscape Plan, 09.16.15
13. Affidavit of Posting-NOA
14. City- Letter of completeness, 09.18.15
15. AOA- Wetland and Stream Reconnaissance, 10.01.15
16. Affidavit of Publication- NOA
17. City-Technical review comments & Agency responses, 10.08.15
18. 24 x 36 Plat map, 11.13.15
19. GTC- Traffic Impact Analysis, 11.13.15
20. City- 2nd Technical review & Agency responses, 12.01.15
21. MDNS & Traffic Concurrency Determination, 12.08.15
22. Affidavit of Posting- MDNS
23. Affidavit of Publication-MDNS
24. Affidavit of Posting- NOH
25. City- Conditional approval to Variance request, 12.09.15
26. 24 x 36 Plat map, 01.13.16
27. Staff Recommendation, 01.14.16

PARTIES of RECORD

Cheryl Dungan
City of Marysville
Community Development Department
80 Columbia Avenue
Marysville, WA 98270

Laurey Tobiason
Tobiason Land Use Consulting
20434 10th Place SW
Seattle, WA 98166

Joanne Thorleifson
10107 - 54th Drive NE
Marysville, WA 98270

Lisa Mantow
10304 - 56th Drive NE
Marysville, WA 98270

Andy Reeves
Site Development Associates:
1724 W. Marine View Drive Ste. #140
Everett WA 98207

SURROUNDING USES			
	Comprehensive Plan	Zoning	Land Use
Site	Single Family, High Density	R-6.5	Two single family residences, and pasture
North	Single Family, Medium Density	R-4.5	Single family residences
East	Single Family, High Density	R-6.5	Single family residences
South	Multi-Family, Low Density	R-12	100 th Street NE right-of-way and single family residence across right-of-way
West	Single Family, High Density	R-6.5	Single family residences

Vicinity Map

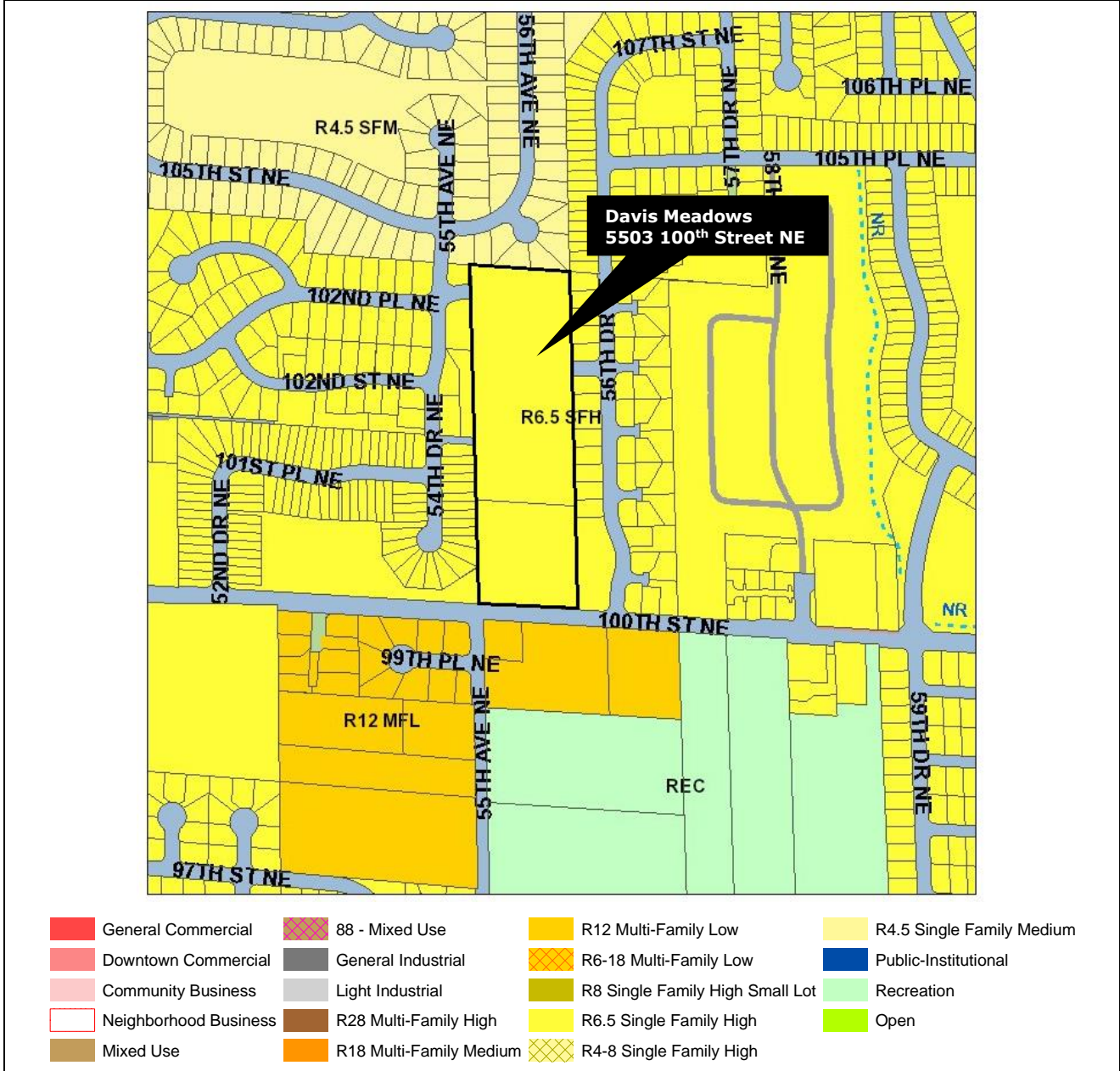


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 300515-002-026-00 and 300515-002-036-00

Parcel 1:

Lot 1 of Snohomish County Short Plat No. 91(3-86) recorded under recording no. 8607100285, records of Snohomish County, Washington, being a portion of the Southeast Quarter of the Northwest Quarter of Section 15, Township 30 North, Range 5 East of the Willamette Meridian.

Parcel 2:

Lot 2 of Snohomish County Short Plat No. 91(3-86) recorded under recording no. 8607100285, records of Snohomish County, Washington, being a portion of the Southeast Quarter of the Northwest Quarter of Section 15, Township 30 North, Range 5 East of the Willamette Meridian.

All Situate in the County of Snohomish, State of Washington.



FINAL PLAT INTERNAL ROUTING CHECKLIST

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

Plat Name:	Davis Meadows	PA #	15-030
Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	ADG	9/6/17
	Planning	ADG	10/17/17
2. Letter of Segregation to Assessor	Planning	ADG	5/10/17
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	BM	9.6.17
Record Drawings – Including Digital Files	Const. Insp.	BM	10.17.17
Bill(s) of Sale	Const. Insp.	BM	10.17.17
Maintenance and Warranty Funding	Const. Insp.	BM	10.12.17
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	BM	10.17.17
Record Drawings – Including Digital Files	Const. Insp.	BM	10.17.17
Bill(s) of Sale	Const. Insp.	BM	10.17.17
Maintenance and Warranty Funding	Const. Insp.	BM	10.12.17
5. Performance Bond – Submitted/Approved			
(If Required - Road and Storm Drain Only)	Const. Insp.	BM	10.12.17
6. Inspection Fees - Calculated and Paid	Const. Insp.	BM	10.12.17
7. Final Plat Fee - Calculated and Paid	Planning	ADG	9/6/17
8. TIP Fees: <u>To be deferred</u>	Planning	ADG	10/12/17
9. Parks Mitigation Fees: <u>To be deferred</u>	Planning	ADG	10/12/17
10. School District Mitigation Fees: <u>To be deferred</u>	Planning	ADG	10/12/17
11. Signage and Striping Installed <u>Banded</u>	Const. Insp.	BM	10.17.17

12. Final Grading and TESC Inspection	Const. Insp.	BM	9.6.17
13. Satisfied Hearing Examiner's Conditions of Approval	Planning	ADG	10/17/17
landscaping bonded for			
14. Utility/Recovery/Main Fees	Land Dev.	DJ	9/4/17
15. Stormwater Covenant and Easement submitted, approved and recorded	Surface water	KDG	10/12/17
	Land Dev.		

Plat Approved for Recording:

Community Development Director:	<i>DRF</i>
Date:	10/10/2017
City Engineer:	<i>[Signature]</i>
Date:	10/10/17

Note: The final plat will not be scheduled before the City Council until this checklist is complete.

VOL/Pg

DAVIS MEADOWS

SE 1/4, NW 1/4, SEC. 15, TWP. 30N., RGE. 5E., W.M.
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON
PA15-030

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT **DAVIS MEADOWS LLC, A WASHINGTON LIMITED LIABILITY COMPANY**, THE UNDERSIGNED OWNER(S), IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND **WASHINGTON TRUST BANK, DONALD O. DAVIS, AND JAMES H. DAVIS**, THE MORTGAGEES THEREOF, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC., SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

THAT SAID DEDICATION TO THE PUBLIC SHALL IN NO WAY BE CONSTRUED TO PERMIT A RIGHT OF DIRECT ACCESS TO 100TH STREET NE FROM LOTS NUMBERED 37, 38, AND 45 NOR SHALL THE CITY OF MARYSVILLE OR ANY OTHER LOCAL GOVERNMENT AGENCY EVER BE REQUIRED TO GRANT A PERMIT TO BUILD OR CONSTRUCT AN ACCESS OF APPROACH TO SAID STREET FROM SAID LOTS.

TRACTS 993, 994, 996, AND 997, TOGETHER WITH DRAINAGE AND DETENTION FACILITIES, ARE HEREBY GRANTED AND CONVEYED TO THE DAVIS MEADOWS HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT SUBJECT TO BOTH AN EMERGENCY AND ROUTINE MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE CITY OF MARYSVILLE. OWNERSHIP AND MAINTENANCE OF SAID TRACTS CONSISTENT WITH THE MARYSVILLE MUNICIPAL CODE SHALL BE THE RESPONSIBILITY OF THE DAVIS MEADOWS HOMEOWNERS ASSOCIATION. USE OF SAID TRACTS IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE OWNERS OF ALL LOTS WITHIN THE PLAT SHALL COMPLY WITH THOSE CITY OF MARYSVILLE REGULATIONS AND CONDITIONS OF FINAL PLAT APPROVAL SPECIFIED ON THE FINAL PLAT. IN THE EVENT THAT THE CITY OF MARYSVILLE SHALL BE REQUIRED TO MAKE CHANGES TO DRAINAGE OR DETENTION FACILITIES, CITY RIGHTS SHALL BE PRIMARY AND HOLD PRECEDENCE OVER THE RIGHTS RESERVED BY LOTS 1 THROUGH 45, AND THE DAVIS MEADOWS HOMEOWNERS ASSOCIATION OF THE DAVIS MEADOWS PLAT. THE CITY MAY TAKE ALL SUCH ACTS AS ARE REASONABLY REQUIRED TO PRESERVE, PROTECT, AND MAINTAIN THESE IMPROVEMENTS.

TRACT 999 IS FOR ACCESS AND UTILITIES AND IS HEREBY GRANTED AND CONVEYED IN AN EQUAL AND UNDIVIDED INTEREST TO THE OWNERS OF LOTS 35 AND 38. THE OWNERS OF LOTS 35 AND 38 SHALL SHARE IN THE MAINTENANCE OF SAID TRACT IN EQUAL PARTS.

TRACT 995 IS FOR ACCESS AND UTILITIES AND IS HEREBY GRANTED AND CONVEYED IN AN EQUAL AND UNDIVIDED INTEREST TO THE OWNERS OF LOTS 18 AND 19. THE OWNERS OF LOTS 18 AND 19 SHALL SHARE IN THE MAINTENANCE OF SAID TRACT IN EQUAL PARTS.

TRACT 992 IS FOR ACCESS AND UTILITIES AND IS HEREBY GRANTED AND CONVEYED IN AN EQUAL AND UNDIVIDED INTEREST TO THE OWNERS OF LOTS 5, 6, AND 7. THE OWNERS OF LOTS 5, 6, AND 7 SHALL SHARE IN THE MAINTENANCE OF SAID TRACT IN EQUAL PARTS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS ____ DAY OF _____ 20____ .

DAVIS MEADOWS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

BY: _____ IT'S _____

WASHINGTON TRUST BANK

BY: _____ IT'S _____

DONALD O. DAVIS

JAMES H. DAVIS

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
COUNTY OF _____)SS

THIS IS TO CERTIFY THAT ON THIS ____DAY OF ____20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGMENT TO ME THAT SIGNED THE SAME AS **DAVIS MEADOWS LLC, A WASHINGTON LIMITED LIABILITY COMPANY** TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH PARTY FOR THE USES AND THE PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

DATED _____
SIGNATURE _____

(PRINT NAME) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____
MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON)
COUNTY OF _____)SS

THIS IS TO CERTIFY THAT ON THIS ____DAY OF ____20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGMENT TO ME THAT SIGNED THE SAME AS **WASHINGTON TRUST BANK** TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH PARTY FOR THE USES AND THE PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

DATED _____
SIGNATURE _____

(PRINT NAME) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____
MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON)
COUNTY OF _____)SS

THIS IS TO CERTIFY THAT ON THIS ____DAY OF ____20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGMENT TO ME THAT SIGNED THE SAME TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH PARTY FOR THE USES AND THE PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

DATED _____
SIGNATURE _____

(PRINT NAME) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____
MY APPOINTMENT EXPIRES _____

ACKNOWLEDGMENTS CONTINUED

STATE OF WASHINGTON)
COUNTY OF _____)SS

THIS IS TO CERTIFY THAT ON THIS ____DAY OF ____20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGMENT TO ME THAT SIGNED THE SAME TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH PARTY FOR THE USES AND THE PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

DATED _____
SIGNATURE _____

(PRINT NAME) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____
MY APPOINTMENT EXPIRES _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING _____ TAXES.

TREASURER, SNOHOMISH COUNTY

BY: _____
DEPUTY COUNTY TREASURER

CITY ENGINEER APPROVAL

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2017.

CITY ENGINEER, CITY OF MARYSVILLE

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2017.

COMMUNITY DEVELOPMENT DIRECTOR, CITY OF MARYSVILLE

MAYOR/CITY CLERK

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS ____ DAY OF _____, 2017.

MAYOR, CITY OF MARYSVILLE

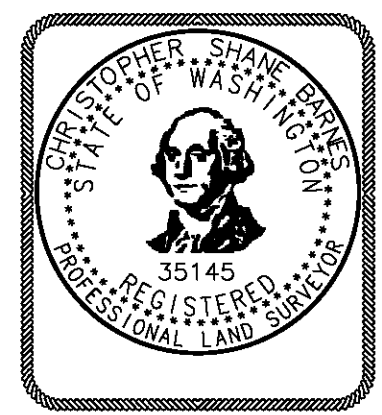
ATTEST: CITY CLERK

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF **DAVIS MEADOWS** IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 15, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

CHRISTOPHER SHANE BARNES
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 35145

DATE _____



AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF **DAVIS MEADOWS LLC** THIS ____ DAY OF _____, 2017, AT ____ MINUTES PAST ____ M, AND RECORDED IN VOLUME ____ OF PLATS, PAGE ____; AFN _____ RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY

BY: _____
DEPUTY COUNTY AUDITOR

A.F.N. _____

INDEXING DATA

SE 1/4, NW 1/4, SEC. 15, TWP. 30N., RGE. 5E., W.M.
SNOHOMISH COUNTY, WASHINGTON



Mead Gilman & Assoc.
Professional Land Surveyors

P.O. BOX 289, WOODINVILLE, WA 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

JOB NO. 15051
SHEET 1 OF 6

VOL/Pg

VOL/PG

DAVIS MEADOWS

SE 1/4, NW 1/4, SEC. 15, TWP. 30N., RGE. 5E., W.M.
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON
PA15-030

LEGAL DESCRIPTION:

PARCEL 1:
LOT 1 OF SNOHOMISH COUNTY SHORT PLAT NO. 91(3-86) RECORDED UNDER RECORDING NO. 8607100285, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 30 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

PARCEL 2:
LOT 2 OF SNOHOMISH COUNTY SHORT PLAT NO. 91(3-86) RECORDED UNDER RECORDING NO. 8607100285, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 30 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

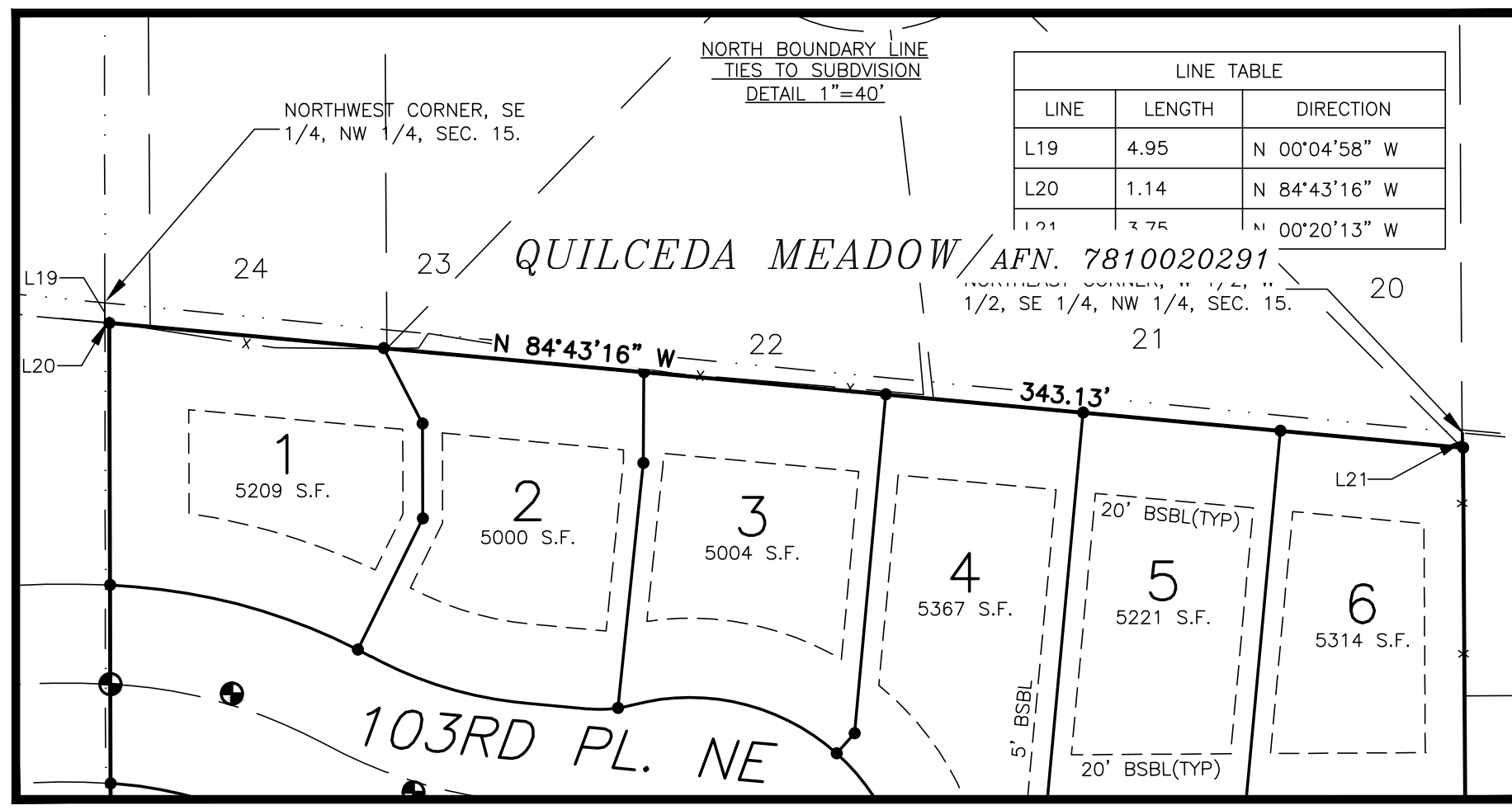
RESTRICTIONS OF RECORD:

- SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON SNOHOMISH COUNTY SHORT PLAT NO. 91(3-86) RECORDED UNDER RECORDING NO. 8606100285.
- SUBJECT TO AN EASEMENT FOR ELECTRIC TRANSMISSION LINES TO PUD NO. 1 OF SNOHOMISH COUNTY, AS RECORDED UNDER RECORDING NUMBER 8610280370.
- SUBJECT TO AN EASEMENT FOR WATER AND SEWER LINES TO THE CITY OF MARYSVILLE, AS RECORDED UNDER RECORDING NUMBER 9505170263.

RESTRICTIONS

- NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR A NEW SUBDIVISION OR SHORT SUBDIVISION.
- THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER TITLE 22 OF THE MARYSVILLE MUNICIPAL CODE IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 22 OF THE MARYSVILLE MUNICIPAL CODE.
- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS OF WAY SHALL BE MAINTAINED BY THE ABUTTING LOT OWNERS, AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES.
- THE LOCATION AND HEIGHT OF ALL FENCES AND OTHER OBSTRUCTIONS WITHIN AN EASEMENT AS DEDICATED ON THIS PLAT SHALL BE SUBJECT TO THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS OR THEIR DESIGNEE.
- LOTS 1 THROUGH 6, AND 17 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN WHICH REQUIRED IMPERVIOUS SURFACES AND DRAINS TO BE CONNECTED TO THE STORM WATER SYSTEM. SEE DRAINAGE PLANS FOR DETAILS.
- THE LOTS WITHIN THIS SUBDIVISION SHALL BE SUBJECT TO PARK MITIGATION FEES IN ACCORDANCE WITH MMC CHAPTER 22D.020. PARK MITIGATION FEES SHALL BE BASED ON THE FEE SCHEDULES IN EFFECT AT THE TIME AN INDIVIDUAL BUILDING PERMIT APPLICATION IS ACCEPTED BY THE CITY. SAID IMPACT FEES HAVE BEEN DEFERRED, AND SHALL BE PAID PRIOR TO FINAL BUILDING INSPECTIONS BEING GRANTED FOR THE INDIVIDUAL LOT. A CREDIT FOR THE DEMOLISHED SINGLE FAMILY RESIDENCE SHALL BE GIVEN. SAID CREDIT SHALL APPLY TO LOT 1.
- THE LOTS WITHIN THIS SUBDIVISION SHALL BE SUBJECT TO SCHOOL MITIGATION FEES IN ACCORDANCE WITH MMC CHAPTER 22D.040. SCHOOL MITIGATION FEES SHALL BE BASED ON THE FEE SCHEDULES IN EFFECT AT THE TIME AN INDIVIDUAL BUILDING PERMIT APPLICATION IS ACCEPTED BY THE CITY. SAID IMPACT FEES HAVE BEEN DEFERRED, AND SHALL BE PAID PRIOR TO FINAL BUILDING INSPECTIONS BEING GRANTED FOR THE INDIVIDUAL LOT. A CREDIT FOR THE DEMOLISHED SINGLE FAMILY RESIDENCE SHALL BE GIVEN. SAID CREDIT SHALL APPLY TO LOT 1.
- A SIX FOOT HIGH, SIGHT-OBSCURING FENCE SHALL BE CONSTRUCTED ON THE COMMON LOT LINE BETWEEN LOTS 26 AND 27, AND AS OTHERWISE REQUIRED BY MMC SECTION 22G.090.590, PRIOR TO FINAL BUILDING INSPECTIONS BEING GRANTED FOR THE FIRST OF THESE LOTS UPON WHICH A HOUSE IS CONSTRUCTED.
- IF AT ANY TIME DURING CONSTRUCTION, ARCHAEOLOGICAL RESOURCES ARE OBSERVED ON THE PROJECT SITE, WORK SHALL BE TEMPORARILY SUSPENDED AT THE LOCATION OF DISCOVERY AND A PROFESSIONAL ARCHAEOLOGIST SHOULD DOCUMENT AND ASSESS THE DISCOVERY. THE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (DAHP) AND ALL CONCERNED TRIBES SHOULD BE CONTACTED FOR ANY ISSUES INVOLVING NATIVE AMERICAN SITES. IF PROJECT ACTIVITIES EXPOSE HUMAN REMAINS, EITHER IN THE FORM OF BURIALS OR ISOLATED BONES OR TEETH, OR OTHER MORTUARY ITEMS, WORK IN THAT AREA SHOULD BE STOPPED IMMEDIATELY. LOCAL LAW ENFORCEMENT, DAHP, AND AFFECTED TRIBES SHOULD BE IMMEDIATELY CONTACTED. NO ADDITIONAL EXCAVATION SHOULD BE UNDERTAKEN UNTIL A PROCESS HAS BEEN AGREED UPON BY THESE PARTIES, AND NO EXPOSED HUMAN REMAINS SHOULD BE LEFT UNATTENDED.
- ALL LOTS SHALL BE SUBJECT TO AN EASEMENT, 2.5 FEET IN WIDTH PARALLEL WITH AND ADJACENT TO ALL INTERIOR LOT LINES, 10 FEET IN WIDTH PARALLEL WITH AND ADJACENT TO ALL FRONT LOT LINES AND 5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL REAR LOT LINES, FOR THE PURPOSE OF PRIVATE DRAINAGE. IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE LOTS DERIVING BENEFIT FROM SAID EASEMENTS. NO STRUCTURES OTHER THAN FENCES SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS. SEE TYPICAL DRAINAGE EASEMENT DETAIL ON SHEET 5.
- TRACTS 999, 995, AND 992 SHALL REMAIN UNOBSTRUCTED FOR EMERGENCY VEHICLE ACCESS AT ALL TIMES.
- HOMES ON LOTS 6, 7, 18, 19, 26, 32, 35, AND 38 SHALL HAVE RESIDENTIAL FIRE SPRINKLER SYSTEMS INSTALLED TO MITIGATE EXCESS DISTANCES FROM PUBLIC STREETS.
- THIS PLAT IS SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED UNDER AUDITOR'S FILE NUMBER _____.
- THE COST OF CONSTRUCTION AND MAINTAINING ALL ROADS NOT HEREIN DEDICATED AS PUBLIC ROADS SHALL BE THE OBLIGATION OF ALL OF THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONCURRENTLY THE OBLIGATION OF ANY CORPORATION IN WHICH TITLE OF THE ROADS AND STREETS MAY BE HELD. IN THE EVENT THAT THE OWNERS OF ANY LOTS SERVED BY THE ROADS OR STREETS OF THIS PLAT SHALL PETITION THE COUNCIL TO INCLUDE THESE ROADS OR STREETS IN THE PUBLIC ROAD SYSTEM, THE PETITIONERS SHALL BE OBLIGATED TO BRING THE SAME TO CITY ROAD STANDARDS APPLICABLE AT THE TIME OF PETITION IN ALL RESPECTS, INCLUDING DEDICATION OF RIGHTS-OF-WAY, PRIOR TO ACCEPTANCE BY THE CITY.
- BUILDING SETBACK LINES PER MMC SECTION 22G.090.200(8) ARE GRAPHICALLY SHOWN ON THE SHEETS 4-6 OF THIS PLAT, AND ARE AS NOTED HERE:
 20' FRONT YARD SETBACK
 20' REAR YARD SETBACK
 5' SIDE YARD SETBACK (INTERIOR LOTS)
 10' SIDE YARD ADJACENT TO NON-ARTERIAL STREETS
 15' SIDE YARD ADJACENT TO ARTERIAL STREET (100TH STREET NE)
 ON CORNER LOTS ADJACENT TO 100TH STREET NE, THE REAR YARD MAY BE REDUCED TO 10'.

16. THE LOTS WITHIN THIS SUBDIVISION SHALL BE SUBJECT TO TRAFFIC IMPACT FEES IN ACCORDANCE WITH MMC CHAPTER 22D.030. TRAFFIC IMPACT FEES SHALL BE VESTED AT A RATE OF \$6,300.00 PER NEW SINGLE FAMILY RESIDENCE. SAID IMPACT FEES HAVE BEEN DEFERRED, AND SHALL BE PAID PRIOR TO FINAL BUILDING INSPECTIONS BEING GRANTED FOR THE INDIVIDUAL LOT. A CREDIT FOR THE DEMOLISHED SINGLE FAMILY RESIDENCE SHALL BE GIVEN. SAID CREDIT SHALL APPLY TO LOT 1.



EASEMENT PROVISIONS

- AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MARYSVILLE AND ALL UTILITIES SERVING THIS PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE, AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.
- DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MARYSVILLE, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.
- AN EASEMENT FOR THE PURPOSE OF CONVEYING LOCAL STORM WATER RUNOFF IS RESERVED FOR AND GRANTED IN THE AREAS DESIGNATED AS PRIVATE DRAINAGE EASEMENTS TO THE OWNERS AND FUTURE OWNERS OF THE LOTS WITHIN THIS PLAT SERVED BY SAID EASEMENTS. THE MAINTENANCE OF THE PRIVATE DRAINAGE EASEMENTS ESTABLISHED AND GRANTED HEREIN SHALL BE THE RESPONSIBILITY OF AND THE COSTS THEREOF SHALL BE BORNE EQUALLY BY THE PRESENT AND FUTURE OWNERS OF THE LOTS SERVED BY SAID EASEMENTS, THEIR HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS.
- AN EASEMENT FOR PUBLIC WATER MAINS IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MARYSVILLE OVER, UNDER, ACROSS AND UPON THAT PORTION OF LOT 24 AS SHOWN HEREIN. THE CITY OF MARYSVILLE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE WATER MAIN WITHIN SAID EASEMENT.
- AN EASEMENT FOR PUBLIC SANITARY SEWER MAINS IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MARYSVILLE OVER, UNDER, ACROSS AND UPON THAT PORTION OF LOT 32 AS SHOWN HEREIN. THE CITY OF MARYSVILLE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SANITARY SEWER FACILITIES WITHIN SAID EASEMENT.
- A TEMPORARY PUBLIC TURN AROUND EASEMENT OVER LOTS 30, 31, 39, AND 40 AS SHOWN HEREIN, IS HEREBY CONVEYED TO THE CITY OF MARYSVILLE AND SHALL AUTOMATICALLY TERMINATE AT SUCH TIME 56TH AVE NE IS EXTENDED INTO THE FUTURE DEVELOPMENT OF LOT 29, AND ACCEPTED BY THE CITY OF MARYSVILLE.
- AN EASEMENT FOR PUBLIC PEDESTRIAN ACCESS IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MARYSVILLE OVER TRACT 997. THE DAVIS MEADOWS HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE TRAIL WITHIN TRACT 997. THE TRAIL SHALL PROVIDE PEDESTRIAN ACCESS BETWEEN THE NORTHERLY AND SOUTHERLY PORTIONS OF 56TH AVE NE, TO 100TH ST. NE, AND TO THE STUB ROAD WITHIN THE PLAT OF VILLAGE GREEN DIV. 2 LYING WEST OF THIS PLAT OF DAVIS MEADOWS. SAID TRAIL SHALL REMAIN OPEN TO THE PUBLIC AND FREE OF BLOCKAGES AT ALL TIMES. UNDER NO CIRCUMSTANCES SHALL THE CITY OF MARYSVILLE BE RESPONSIBLE FOR MAINTENANCE OF THE TRAIL WITHIN TRACT 997.

DRAINAGE FACILITY MAINTENANCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR) AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF, AND BE BINDING UPON, THE HEIRS, SUCCESSORS, AND ASSIGNS, GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT THE CITY OF MARYSVILLE (CITY) AS THIRD PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. THE CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORM WATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORM WATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASIN, STORM WATER FLOW REGULATION SYSTEM DETENTION PONDS, VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES, INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR THE PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
- IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT THE GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE CITY OR PAY CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSE IDENTIFIED IN CITY'S STATEMENT.
- IF CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS EXPENSES, DAMAGES, AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS, AND ATTORNEY'S FEES INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
- WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENTS, CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.
- GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS, AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.



Mead Gilman & Assoc.
Professional Land Surveyors

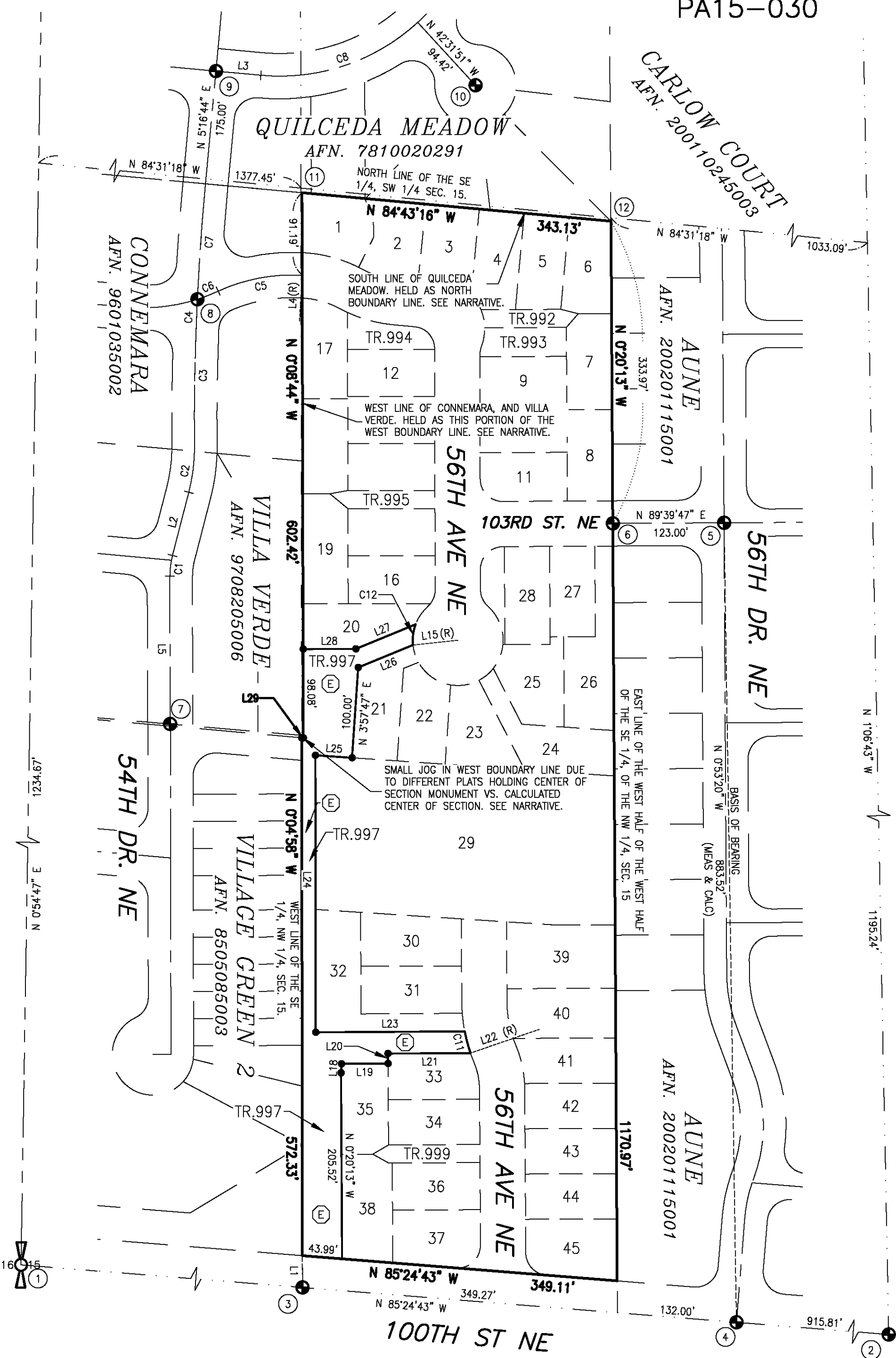
P.O. BOX 289, WOODINVILLE, WA 98072
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VOL/PG

VOL/PG

DAVIS MEADOWS

SE 1/4, NW 1/4, SEC. 15, TWP. 30N., RGE. 5E., W.M.
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON
PA15-030



SURVEYORS NARRATIVE

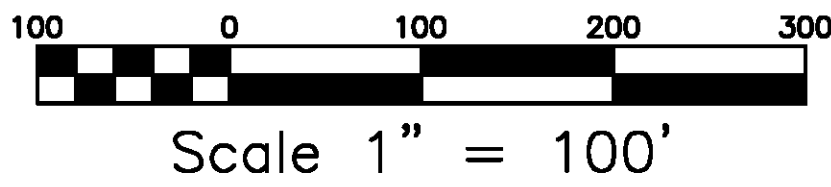
THE SURROUNDING PLATS HAVE CHOSEN 2 DIFFERENT METHODS FOR THEIR SECTION BREAKDOWNS. THE PLATS OF AUNE, VILLAGE GREEN DIVISION 2, AND CARLOW COURT HAVE ALL CHOSEN TO HOLD THE EXISTING MONUMENT AT THE CENTER OF SECTION. THE PLATS OF VILLA VERDE, CONNEMARA, AND QUILCEDA MEADOWS HAVE CHOSEN TO DISREGARD THE CENTER OF SECTION MONUMENT AND PULL STRAIGHT THROUGH FROM QUARTER SECTION MONUMENT TO QUARTER SECTION MONUMENT. THE RESULTANT DIFFERENCE IN THE LOCATION OF THE CENTER OF SECTION BY USING THESE TWO DIFFERENT METHODS IS APPROXIMATELY 4.5'. THE USE OF 2 DRASTICALLY DIFFERENT SECTIONS BY THE ADJOINING PLATS, HAS CREATED AN ISSUE OF GAP OR OVERLAP DEPENDING ON WHICH SECTION HAS BEEN HELD. WE HAVE DECIDED TO HOLD THE BREAKDOWN FROM THE PLAT OF AUNE, WHICH HOLDS THE CENTER OF SECTION MONUMENT. STRICT INTERPRETATION OF OUR DEED AND THIS BREAKDOWN WOULD RESULT IN OVERLAPS WITH THE BOUNDARIES OF THE ADJACENT PLATS THAT DID NOT HOLD THE CENTER OF SECTION MONUMENT. SO INSTEAD OF CREATING CONFLICT WITH THESE PLATS, WE'VE CHOSEN TO HOLD THEIR LOCATION IN THE SECTION BASED ON PHYSICAL LOCATION OF THEIR RESPECTIVE MONUMENTATION ON THE GROUND. THEREFORE OUR NORTH BOUNDARY IS PLACED BY HOLDING THE SOUTH LINE OF QUILCEDA MEADOWS, RATHER THAN THE USING THE NORTH LINE OF THE SE 1/4 OF THE SW 1/4 OF SEC. 15. SIMILARLY ALONG THE WEST LINE WE'VE HELD THE BOUNDARY OF THE PLATS OF CONNEMARA AND VILLA VERDE FOR THE NORTHERLY PORTION OF OUR LINE. THE PLAT OF VILLAGE GREEN DIV. 2 HOLDS THE CENTER OF SECTION MONUMENT IN THEIR BREAKDOWN, AND MATCHES OUR CALCULATIONS ALONG THE PLAT BOUNDARY. THE DIFFERENT SECTION BREAKDOWNS HELD FOR VILLA VERDE VS. VILLAGE GREEN 2 CREATE A SMALL JOG IN THE WEST LINE AS SHOWN.

SURVEY CONTROL LEGEND

- ① WEST 1/4 CORNER, SEC. 15. BRASS DISK WITH PUNCH MARK IN CONCRETE AT THE NW CORNER OF THE INTERSECTION OF 100TH ST. NE, AND 51ST AVE NE. DESCRIPTION FROM WGS SURVEY DATA WAREHOUSE DATA CARD FOR DB ID 20950. POSITION CALCULATED FROM THE PLAT OF AUNE AFN 20020115001.
- ② CENTER 1/4 CORNER, SEC. 15. BRASS PIN WITH TAG ON SQUARE CONCRETE MONUMENT AT THE CENTERLINE OF 100TH ST. NE, ABOUT 100' WEST OF THE INTERSECTION OF 100TH ST. NE AND 59TH DR. NE. DESCRIPTION FROM WGS SURVEY DATA WAREHOUSE DATA CARD FOR DB ID 20941. POSITION CALCULATED FROM THE PLAT OF AUNE AFN 20020115001. HELD FOR ROTATION OF PROJECT TO STATE PLANE BEARINGS. NOT VISITED FOR THIS SURVEY.
- ③ FOUND 3"x3" CONC MON WITH 2" DOMED BRASS DISK. X'D AND STAMPED "LS #13041" AT THE INTERSECTION OF 100TH ST NE AND 55TH AVE NE. 0.13' WEST OF THE SW CORNER OF THE SE QUARTER OF THE NW QUARTER SEC. 15. HELD PUBLISHED STATE PLANE COORDINATES ON WGS SURVEY DATA WAREHOUSE DATA CARD FOR DB ID 20947 FOR LOCATION. VISITED MAY 2015. FOUND A SECOND MON STAMPED WITH LS # 13825 3.2'N AND 2.6'E OF THIS MON. DID NOT HOLD IT FOR ANYTHING.
- ④ FOUND 4"x4" CONC MON WITH 2" PUNCHED BRASS DISK STAMPED "17068" IN CASE AT THE INTERSECTION OF 100TH ST NE AND 56TH DR NE. HELD FOR POSITION AS BASIS OF BEARING OF THIS SURVEY. VISITED MAY 2015.
- ⑤ FOUND 4"x4" CONC MON WITH 2" PUNCHED BRASS DISK STAMPED "17068" IN CASE AT THE INTERSECTION OF 56TH DR NE AND 103RD ST NE. HELD FOR ROTATION AS BASIS OF BEARING. VISITED MAY 2015.
- ⑥ FOUND 4"x4" CONC MON WITH 2" PUNCHED BRASS DISK STAMPED "17068" IN CASE AT THE INTERSECTION OF 103RD ST NE. AND THE WEST BOUNDARY OF THE PLAT OF AUNE. VISITED MAY 2015.
- ⑦ FOUND 4"x4" CONC MON WITH 2" PUNCHED BRASS DISK STAMPED "9769" IN CASE AT THE CENTERLINE OF 54TH DR. NE AND THE SOUTH BOUNDARY OF THE PLAT OF VILLA VERDE. USED TO LOCATE THE PLATS OF VILLA VERDE AND CONNEMARA IN THE SECTION. SEE SURVEYORS NARRATIVE. VISITED MAY 2015.
- ⑧ FOUND 4"x4" CONC MON WITH 2" PUNCHED BRASS DISK STAMPED "13825" IN CASE AT THE INTERSECTION OF 54TH DR. NE AND 102ND PL NE. USED TO LOCATE THE PLATS OF VILLA VERDE AND CONNEMARA IN THE SECTION. SEE SURVEYORS NARRATIVE. VISITED MAY 2015.
- ⑨ FOUND 3" BRASS DISC IN CONC MON IN CASE WITH X AND STAMPED "13041" AT THE INTERSECTION OF 55TH AVE NE AND 105TH ST NE. USED TO LOCATE THE PLAT OF QUILCEDA MEADOW IN THE SECTION. SEE SURVEYORS NARRATIVE. VISITED MAY 2015.
- ⑩ FOUND 3" BRASS DISC IN CONC MON IN CASE WITH PUNCH AND STAMPED "13041" AT THE ICENTER OF THE CUL-DE-SAC OF 56TH DR NE. USED TO LOCATE THE PLAT OF QUILCEDA MEADOW IN THE SECTION. SEE SURVEYORS NARRATIVE. VISITED MAY 2015.
- ⑪ NORTHWEST CORNER OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, SEC. 15. SEE DETAIL ON SHEET 2 FOR TIE TO NORTHWEST BOUNDARY CORNER.
- ⑫ NORTHEAST CORNER OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, SEC. 15. SEE DETAIL ON SHEET 2 FOR TIE TO NORTHWEST BOUNDARY CORNER.

TAG TABLE			
TAG #	LENGTH	DIRECTION/Δ	RADIUS
C1	22.86	14°33'01"	90.00
C2	45.90	13°08'55"	200.00
C3	168.00	3°19'09"	2900.00
C4	296.01	5°50'54"	2900.00
C5	95.46	28°02'51"	195.00
C6	24.69	7°04'27"	200.00
C7	128.01	2°31'45"	2900.00
C8	188.43	47°48'36"	225.81
C11	24.82	8°07'32"	175.00
C12	23.22	26°36'20"	50.00
L1	35.12	N 00°04'58" W	
L2	72.04	N 14°28'31" E	
L3	50.00	N 84°43'16" W	
L4	50.42	N 03°17'33" E	
L5	163.69	N 00°04'30" W	
L15	50.00	N 83°58'58" E	
L18	9.96	N 02°37'56" E	
L19	51.48	N 89°36'04" E	

TAG TABLE			
TAG #	LENGTH	DIRECTION/Δ	RADIUS
L20	11.00	N 00°20'11" W	
L21	91.17	N 89°39'47" E	
L22	80.29	N 71°02'02" E	
L23	164.66	N 89°39'47" E	
L24	306.13	N 00°04'58" W	
L25	40.65	N 86°02'13" W	
L26	65.38	N 67°39'04" E	
L27	71.52	N 67°39'04" E	
L28	58.18	N 89°51'16" E	
L29	1.80	N 84°58'18" W	



MERIDIAN
WASHINGTON STATE PLANE COORDINATE SYSTEM - NORTH ZONE (NAD83/91)

EQUIPMENT & PROCEDURES
A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

- LEGEND**
- SET 1/2" X 24" REBAR WITH PLASTIC CAP STAMPED "MGA 32434/35145" (EXCEPT AS OTHERWISE NOTED).
 - ⊕ FOUND MONUMENT AS NOTED. SEE SURVEY CONTROL LEGEND.
 - (E) PUBLIC PEDESTRIAN ACCESS EASEMENT, SEE EASEMENT PROVISION 7 ON SHEET 2.

- REFERENCES**
1. AUNE, AFN 20020115001. HELD FOR SECTION BREAKDOWN WHICH WAS THEN ROTATED TO WA NORTH 93/81 PER THE SURVEY CONTROL LEGEND.
 2. VILLAGE GREEN DIV. 2, AFN 8505085003.
 3. CARLOW COURT, AFN 200110245003.
 4. VILLA VERDE, AFN 9708205006. HELD FOR A PORTION OF THE WEST BOUNDARY. SEE NARRATIVE AND MAP.
 5. CONNEMARA, AFN 9601035002. HELD FOR A PORTION OF THE WEST BOUNDARY. SEE NARRATIVE AND MAP.
 6. QUILCEDA MEADOW, AFN 7810020291. HELD FOR NORTH BOUNDARY. SEE NARRATIVE AND MAP.

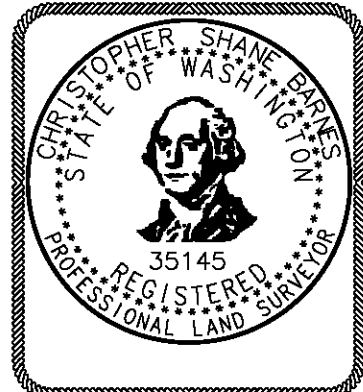
TRACT AREAS/USES (IN SQ. FT.)		
TRACT	AREA	DESCRIPTION
TR.997	27505	DETENTION/OPEN SPACE/UTILITIES

JOB NO. 15051
SHEET 3 OF 6



Mead Gilman & Assoc.
Professional Land Surveyors

P.O. BOX 289, WOODINVILLE, WA 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

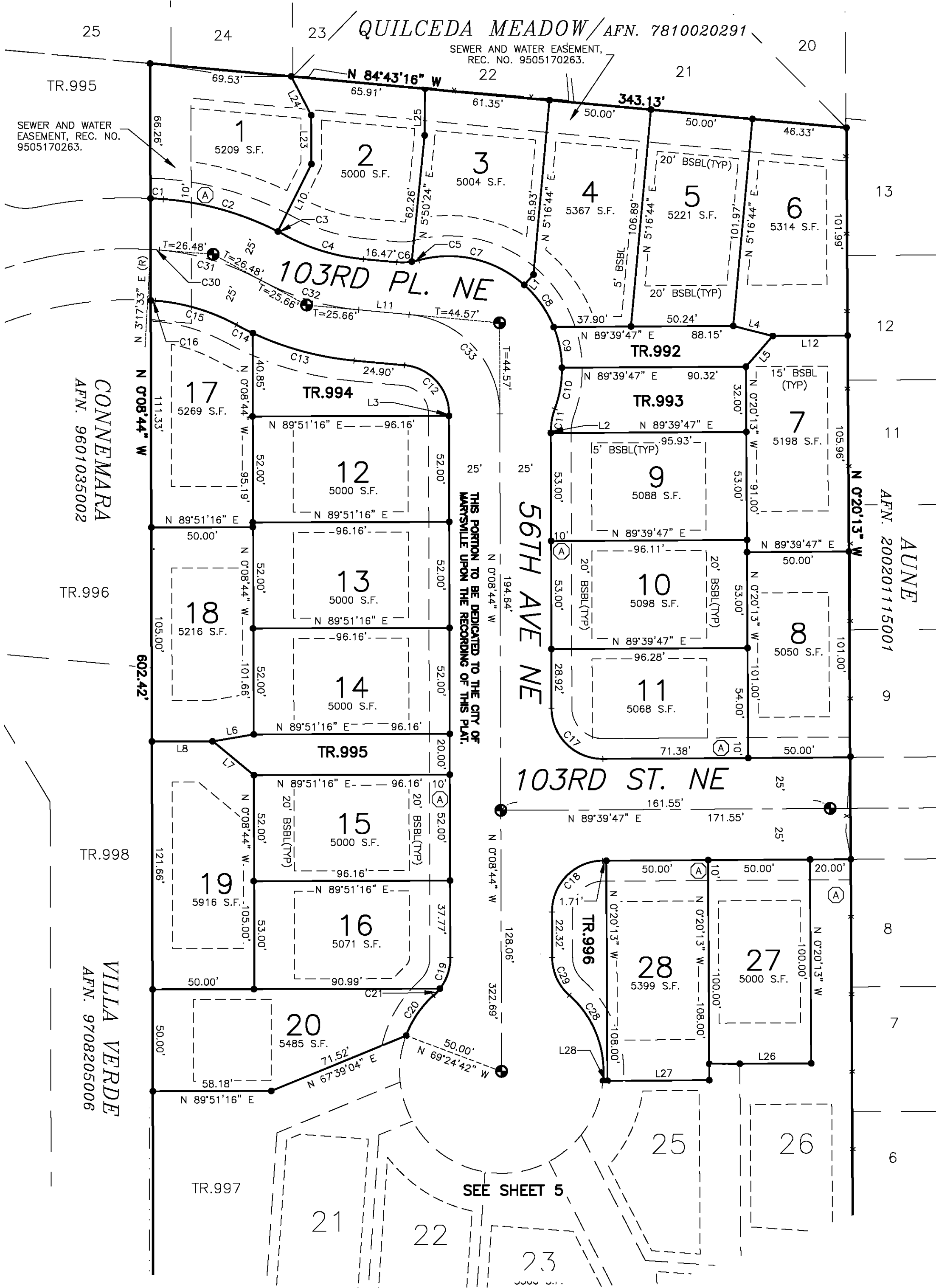


VOL/PG

VOL/PG

DAVIS MEADOWS

SE 1/4, NW 1/4, SEC. 15, TWP. 30N., RGE. 5E., W.M.
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON
PA15-030



TAG TABLE			
TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C1	6.35	1°39'17"	220.00
C2	58.73	22°25'57"	150.00
C3	3.91	1°29'32"	150.00
C4	40.50	23°12'08"	100.00
C5	3.57	6°41'50"	30.50
C6	7.40	13°54'18"	30.50
C7	55.33	57°07'05"	55.50
C8	25.42	26°14'41"	55.50
C9	20.49	21°09'24"	55.50
C10	20.59	21°15'37"	55.50
C11	10.97	20°36'08"	30.50
C12	35.43	84°34'33"	24.00
C13	51.72	19°45'18"	150.00
C14	9.02	3°26'50"	150.00
C15	41.76	23°55'29"	100.00
C16	2.25	0°45'26"	170.00
C17	39.35	90°11'29"	25.00
C18	39.19	89°48'31"	25.00
C19	16.37	37°31'23"	25.00
C20	23.96	27°27'21"	50.00
C21	4.65	10°39'59"	25.00
C28	46.84	53°40'16"	50.00
C29	21.03	48°11'23"	25.00
C30	4.30	1°15'49"	195.00
C31	52.20	23°55'29"	125.00
C32	50.62	23°12'08"	125.00
C33	72.33	84°34'33"	49.00
L1	6.79	N 41°47'40" E	
L2	1.12	N 00°08'44" W	
L3	1.02	N 00°08'44" W	
L4	20.00	N 75°44'46" W	
L5	20.00	N 41°14'18" E	
L6	20.26	N 80°21'42" E	
L7	26.01	N 50°19'32" W	
L8	30.02	N 89°51'16" E	
L10	36.97	N 26°24'55" E	
L11	24.90	N 84°43'16" W	
L12	36.73	N 89°39'47" E	
L23	23.96	N 00°09'19" W	
L24	21.44	N 27°13'21" W	
L25	22.94	N 00°22'32" E	
L26	50.00	N 89°39'47" E	
L27	50.00	N 89°39'47" E	
L28	2.22	N 89°39'47" E	

TRACT AREAS/USES (IN SQ. FT.)		
TRACT	AREA	DESCRIPTION
TR.992	1950 S.F.	ACCESS/UTILITIES
TR.993	2973 S.F.	DETENTION/OPEN SPACE
TR.994	2681 S.F.	DETENTION/OPEN SPACE
TR.995	2122 S.F.	ACCESS/UTILITIES
TR.996	1853 S.F.	DETENTION/OPEN SPACE



Scale 1" = 40'

MERIDIAN

WASHINGTON STATE PLANE COORDINATE SYSTEM - NORTH ZONE (NAD83/91)

EQUIPMENT & PROCEDURES

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LEGEND

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- ⊕ SET SNOHOMISH COUNTY STANDARD 4-130 MONUMENT AS APPROVED, JUNE 5, 2009 WITH A 3" BRASS CAP WITH PUNCHMARK AND STAMPED LS 35145 IN CASE (UNLESS OTHERWISE NOTED)

EASEMENT LEGEND

- (A) UTILITY EASEMENT, AND PRIVATE DRAINAGE EASEMENT. SEE EASEMENT PROVISIONS 1, 2, & 3 ON SHEET 2.



JOB NO. 15051
SHEET 4 OF 6



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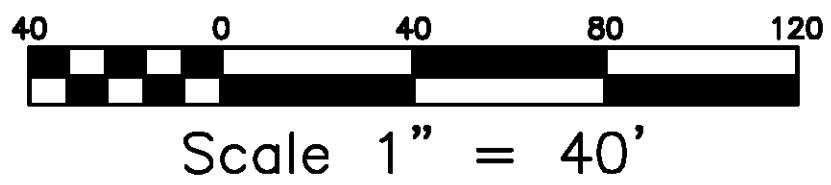
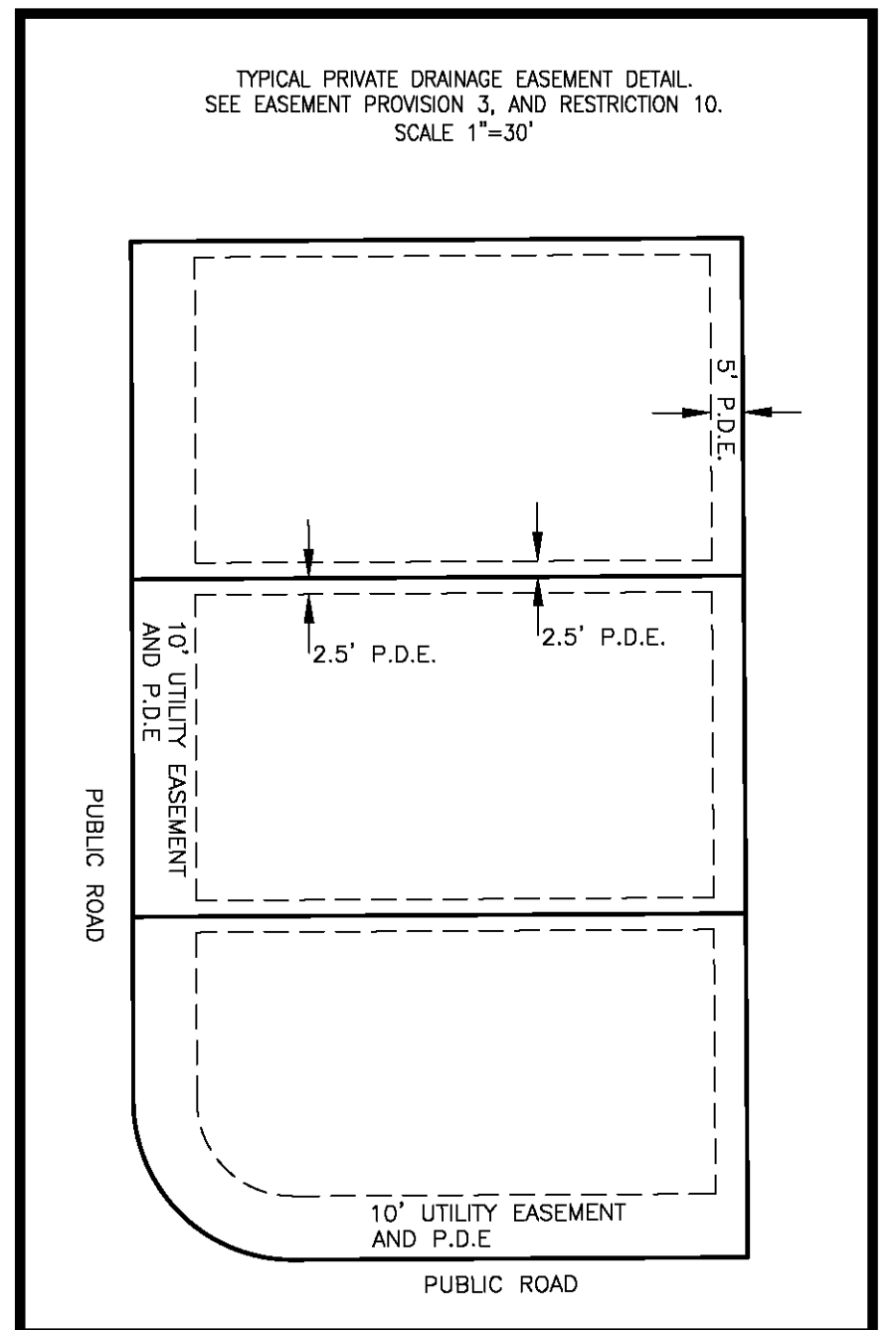
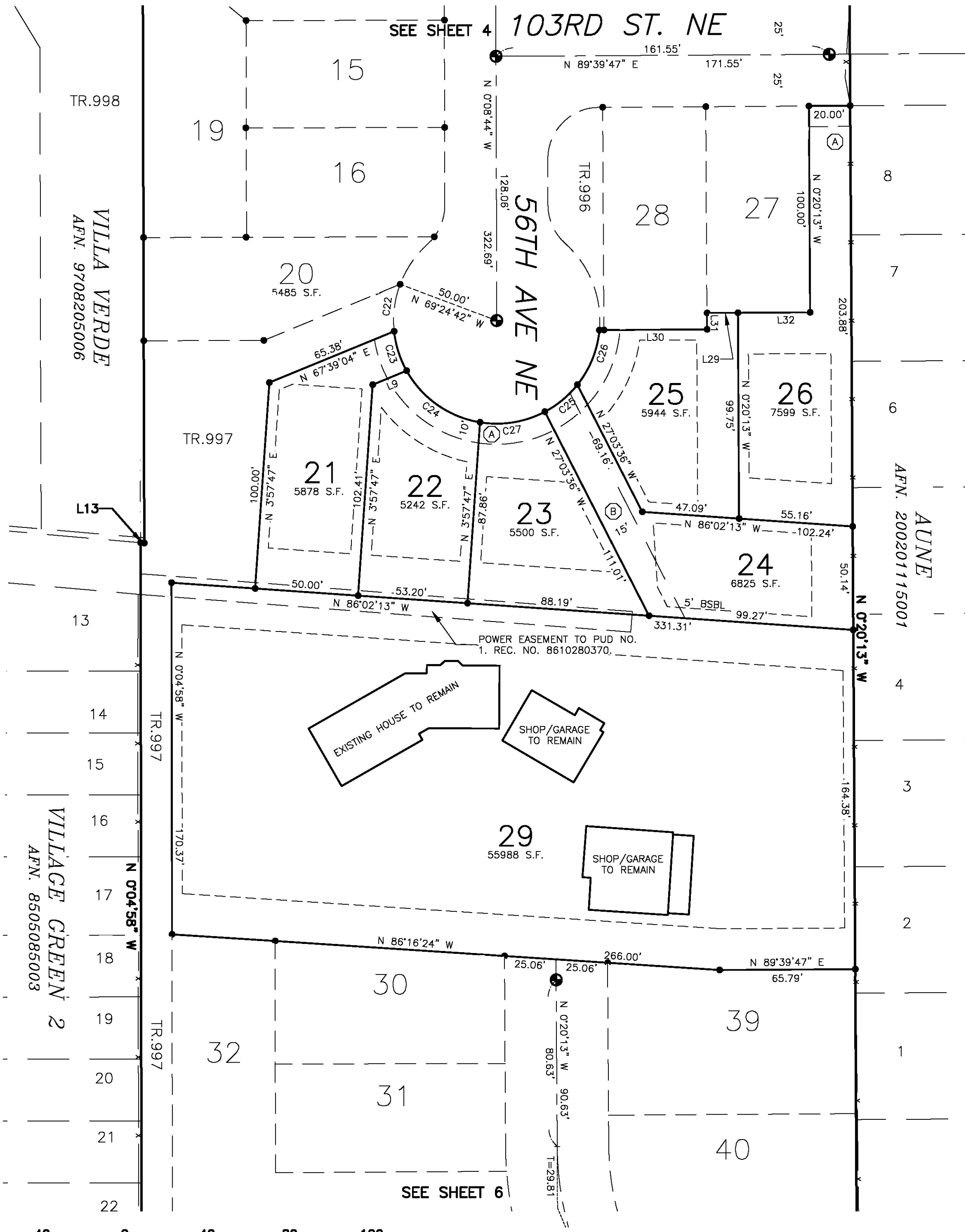
VOL/PG

VOL/Pg

DAVIS MEADOWS

SE 1/4, NW 1/4, SEC. 15, TWP. 30N., RGE. 5E., W.M.
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON
PA15-030

TAG TABLE			
TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C22	23.22	26°36'20"	50.00
C23	20.21	23°09'17"	50.00
C24	44.97	51°31'49"	50.00
C25	20.64	23°38'54"	50.00
C26	28.98	33°12'47"	50.00
C27	32.38	37°06'02"	50.00
L9	17.83	N 67°39'04" E	
L13	1.80	N 84°58'18" W	
L29	15.00	N 89°39'47" E	
L30	52.22	N 89°39'47" E	
L31	8.00	N 00°20'13" E	
L32	35.00	N 89°39'47" E	

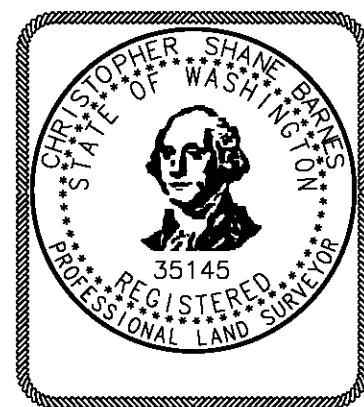


MERIDIAN
WASHINGTON STATE PLANE COORDINATE SYSTEM - NORTH ZONE
(NAD83/91)

EQUIPMENT & PROCEDURES
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- EASEMENT LEGEND**
- (A) UTILITY EASEMENT, AND PRIVATE DRAINAGE EASEMENT. SEE EASEMENT PROVISIONS 1, 2, & 3 ON SHEET 2.
 - (B) PUBLIC WATER EASEMENT. SEE EASEMENT PROVISION 4, SHEET 2.



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JOB NO. 15051
SHEET 5 OF 6

VOL/Pg

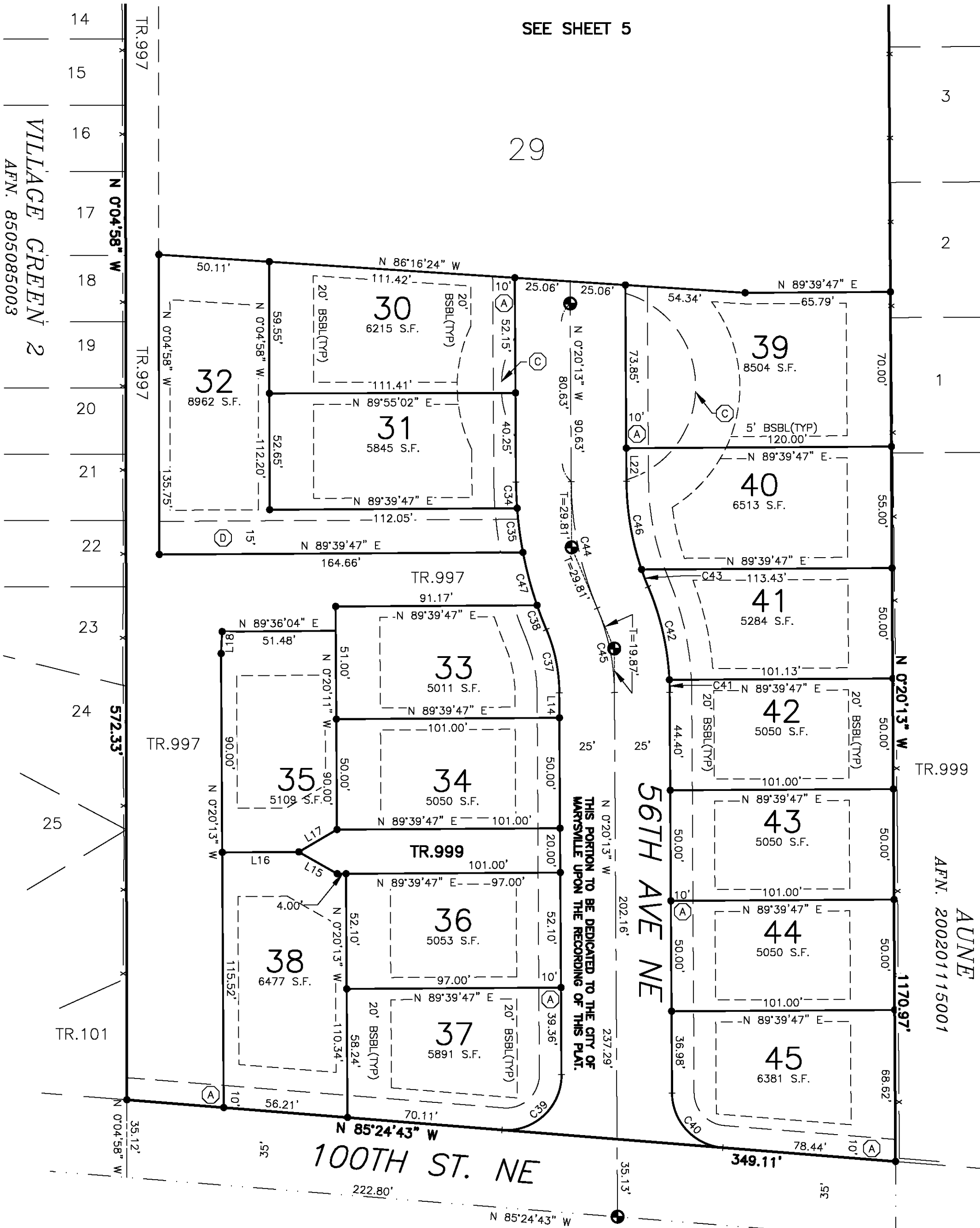
VOL/Pg

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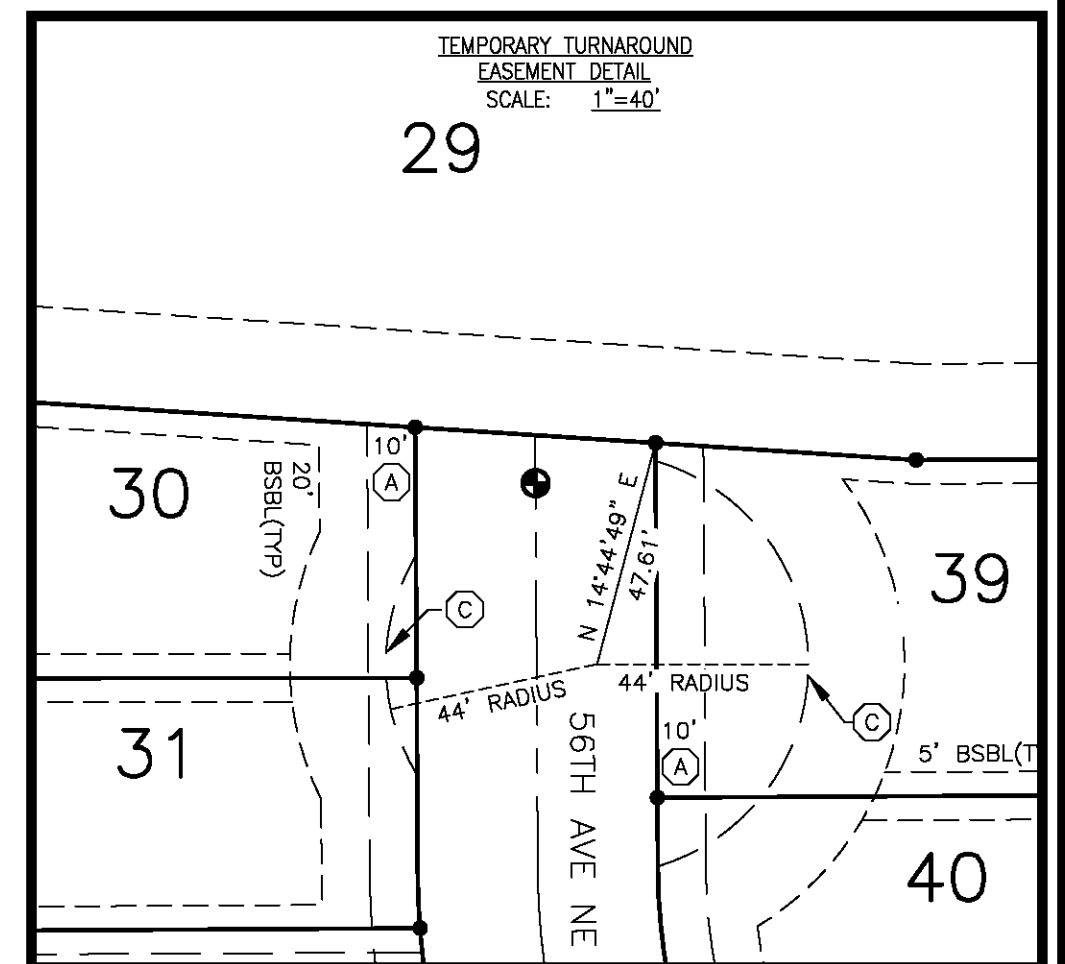
SEE SHEET 5

29



TAG TABLE			
TAG #	LENGTH	DIRECTION/DELTA	RADIUS
C34	11.91	3°53'59"	175.00
C35	20.17	6°36'14"	175.00
C37	29.43	22°28'55"	75.00
C38	11.77	3°51'10"	175.00
C39	41.42	94°55'30"	25.00
C40	37.12	85°04'30"	25.00
C41	5.60	2°34'01"	125.00
C42	43.45	19°54'54"	125.00
C43	8.33	3°49'09"	125.00
C44	58.86	22°28'55"	150.00
C45	39.24	22°28'55"	100.00
C46	40.72	18°39'47"	125.00
C47	24.82	8°07'32"	175.00
L14	11.30	N 00°20'13" W	
L15	20.00	N 60°20'13" W	
L16	34.68	N 89°39'47" E	
L17	20.00	N 59°39'43" E	
L18	9.96	N 02°37'56" E	
L22	15.00	N 00°20'13" W	

TRACT AREAS/USES (IN SQ. FT.)		
TRACT	AREA	DESCRIPTION
TR.999	2193 S.F.	ACCESS/UTILITIES



Scale 1" = 40'

MERIDIAN
WASHINGTON STATE PLANE COORDINATE SYSTEM - NORTH ZONE
(NAD83/91)

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EASEMENT LEGEND
(A) UTILITY EASEMENT, AND PRIVATE DRAINAGE EASEMENT. SEE EASEMENT PROVISIONS 1, 2, & 3 ON SHEET 2.
(C) PUBLIC TURNAROUND EASEMENT. SEE EASEMENT PROVISION 6, AND DETAIL THIS SHEET.
(D) PUBLIC SANITARY SEWER EASEMENT. SEE EASEMENT PROVISION 5, SHEET 2.



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JOB NO. 15051
SHEET 6 OF 6

VOL/Pg

Index #10

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/23/2017

AGENDA ITEM:	
Water Supply Operational Strategy	
PREPARED BY:	DIRECTOR APPROVAL:
Karen Latimer, Water Resources Manager	KE for KN
DEPARTMENT:	
Public Works, Water Operations and Water Resources	
ATTACHMENTS:	
Supplement No. 1 to Professional Services Agreement	
BUDGET CODE:	AMOUNT: \$0.00
40220594.563000 W1605	
SUMMARY:	

On September 12, 2016 City Council authorized the Mayor to sign and execute a Professional Services Agreement (PSA) with RH2 Engineering, Inc. to prepare a Water Supply Operational Strategy. Most of the work has been completed, however extra time is needed to finalize the analyses and prepare the report. This Supplement No. 1 will extend the term of the agreement from October 31, 2017 to June 30, 2018.

Original Agreement	\$ 215,863.00	Term ends October 31, 2017
Supplemental Agreement No. 1	\$ 0.00	Term ends June 30, 2018

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute Supplement No. 1 to the Professional Services Agreement between the City of Marysville and RH2 Engineering, Inc. to extend the term of the agreement.

**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 _____, 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 a water supply operational strategy (the “Original Agreement”), said Original Agreement being dated October 11, 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. Section III.3 of the Original Agreement, “TERM”, is amended to provide all work shall be completed by June 30, 2018.

2. Each and every provision of the Original Agreement for Professional Services dated October 11, 2016, shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

RH2 ENGINEERING, INC.

By _____
Jon Nehring, Mayor

By _____
Tony V. Pardi
Its: President

ATTEST/AUTHENTICATED:

April O’Brien, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 23, 2017

AGENDA ITEM: Approval of letter to be sent to the Puget Sound Regional Council, Growth Management Policy Board on the Regional Centers Framework Update – Draft Board Proposal	
PREPARED BY: Dave Koenig	DIRECTOR APPROVAL:
DEPARTMENT: Community Development	
ATTACHMENTS: Proposed Letter. Copy of report from the Puget Sound Regional Council, Growth Management Policy Board.	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The cities of Arlington and Marysville have been working together to have the Arlington-Marysville Manufacturing Industrial Center (MIC) designated by the Puget Sound Regional Council as a regional Manufacturing Industrial Center. The Puget Sound Regional Council Growth Management Policy Board has released a proposal for comments from Tuesday, October 10, 2017 through Wednesday, November 8, 2017.

This report sets up two distinct pathways to designate manufacturing and industrial centers. The current standards which require at least 10,000 existing jobs and planning for at least 20,000 jobs. The second pathway is a minimum size of 2,000 acres, existing jobs of at least 4,000 jobs and planning for at least 10,000 jobs. The Arlington Marysville Manufacturing and Industrial Center would qualify under the second pathway.

The letter requests that jurisdictions who meet the new criteria be able to apply as soon as they are ready. That existing regional centers which do not meet criteria have an opportunity to show efforts to accept growth. Military installations currently are not addressed in Vision 2040 and so in the update of Vision 2040 major and minor military installations role of major employers would be recognized. This would allow the Naval Base Everett – Smokey Point Support Complex to be recognized as a county wide center. There is also the recognition for the need to work with tribes in a cooperative regional approach on growth.

RECOMMENDED ACTION: Staff recommends the approval of the attached letter to be set to the Puget Sound Regional Council, Growth Management Policy Board
--

October 23, 2017

Ryan Mello, Chairman
Growth Management Policy Board
Puget Sound Regional Council
1011 Western Ave Suite 500
Seattle, WA 98104

Subject: Comments on the Regional Centers Framework – October 10, 2017 version

Dear Chairman Ryan Mello and Growth Management Policy Board Members

We want to thank the Growth Management Policy Board members, the stakeholders committee, and the PSRC staff for their efforts on the Regional Framework project. A lot of work has gone into the development of the report and we want to recognize the work which has been done.

The City of Marysville has been working with the City of Arlington to have the Arlington Marysville Manufacturing and Industrial Center recognized by the Puget Sound Regional Council as a regional Manufacturing and Industrial Center. We have support from Snohomish County Tomorrow (The countywide organization representing cities in Snohomish County and the Snohomish County government) and Snohomish County government to achieve this goal.

The Arlington Marysville Manufacturing and Industrial Center is over 4,000 acres and has infrastructure which is not easily replaced. This infrastructure includes a BNSF main line and a BNSF spur line, the Arlington Municipal Airport, direct access onto Interstate 5 and utilities to serve the manufacturing and industrial center current and future users. Both communities are making investments in the Manufacturing and Industrial center to help it develop into an area for family wage jobs. We have done a Market Study for the area in August of 2016 in cooperation with PSRC staff. In September, both cities were awarded funds from the Community Economic Revitalization Board to do a subarea plan for the Arlington Marysville Manufacturing and Industrial Center. We have committed local funds to accomplish this effort also.

Regional Centers Designation

When the new regional centers designation criteria is adopted, communities which have potential centers which meet the new criteria should be allowed to apply for before the Vision 2040 update is complete. There should not be a wait to apply for regional recognition.

Manufacturing/Industrial Centers Eligibility and Criteria

We are pleased with the report creating two distinct pathways for recognizing manufacturing and industrial centers. One is the current criteria which recognizes centers based on the established job criteria. The second criteria recognizes industrial lands which have significant value to the region and potential job growth. The Arlington Marysville Manufacturing and Industrial Center is an important job center in the region and would qualify under this new criteria. We are supportive of the proposal

which creates two distinct pathways to designate and the minimum criteria described in the two options on Page 7 of the Regional Centers Framework – DRAFT Proposal October 10, 2017 version.

Regional Center Redesignation Standards

We are supportive of the proposed approach for redesignation standards which address existing standards. The premise for recognizing regional centers is that these are areas which are willing to accept growth. If a jurisdiction is making an effort to plan, support and accept growth to existing recognized centers this should be enough to keep them recognized as regional centers.

Military Installations

We are supportive of the approach to recognize major military installations. Major military installations are important job producers and have growth effects on local government. As a part of the Vision 2040 update addressing their role as major employers in the region, with transportation impacts is important.

The approach to recognize smaller military installations through the countywide planning policies is supported by the city of Marysville.

Tribal land

Tribal land represent significant holdings and have major growth potential in the region. There is a need for the PSRC to cooperatively work with tribal governments on the growth in the region. We are supportive of the approach in the report to work cooperatively with tribal governments. Currently tribal areas are shown as rural areas on maps, when there is urban level of growth in some areas.

Future Regional Efforts

We appreciate that the document calls for PSRC staff to research and identify funding sources and programs to support development in centers. Clearly, adequate funding for accommodating growth and development is a healthy way to approach the future and is a huge need.

Sincerely yours,

Kamille Norton
Council President

Jon Nehring
Mayor

Regional Centers Framework – DRAFT Proposal
October 10, 2017 version

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Regional Growth Centers Eligibility and Criteria	4
Manufacturing/Industrial Centers Eligibility and Criteria	6
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Purpose and Background

Purpose

Centers are the hallmark of VISION 2040 and the Regional Growth Strategy. They guide regional growth allocations, advance local planning, inform transit service planning, and represent priority areas for PSRC's federal transportation funding.

In 2015, the Growth Management Policy Board adopted a scope of work to review the existing centers framework. The regional centers have been integral to regional planning for over 20 years, and this update represented an opportunity to reassess the system in place today and opportunities to recognize other places that are serving important roles in the region. The Regional Centers Framework outlines a revised structure and criteria for regional and countywide centers and direction to update policies and procedures to update to the regional centers framework.

This update will:

- Clearly define the types of central places—both larger and smaller—within the region that are the focus of growth, planning, and investment.
- Establish criteria and planning expectations that ensure centers are developing as thriving and connected communities with sufficient market potential to accommodate new jobs and residents.
- Provide for consistent designation of centers at the regional and countywide levels across the region.
- Address requirements for new centers and redesignation of existing regional centers.

As important focal points for investment and development, regional centers represent a crucial opportunity to support equitable access to affordable housing, services, health, quality transit service, and employment, as well as to build on the community assets currently present within centers.

In the project scope of work, the Growth Management Policy Board adopted the following guiding principles for the project:

- *Support the Growth Management Act and VISION 2040.*
- *Focus growth consistent with the Regional Growth Strategy.*
- *Recognize and support different types and roles of regional and subregional centers.*
- *Provide common procedures across the region.*
- *Guide strategic use of limited regional investments.*
- *Inform future planning updates at regional, countywide, and local levels.*

PSRC convened a joint board session in 2016 that identified several project objectives:

Growth: Centers attract robust population and employment growth—a significant and growing share of the region's overall growth.

Mobility: Centers provide diverse mobility choices so that people who live and work in centers have alternatives to driving alone.

Regional Centers Framework – DRAFT Proposal
October 10, 2017 version

Environment: Centers improve environmental sustainability by diverting growth away from rural and resource lands, habitat, and other critical areas, and towards urban areas with existing infrastructure.

Social Equity and Opportunity: Centers offer high access to opportunity, including affordable housing choices and access to jobs, to a diverse population.

Economic Development: Centers help the region maintain a competitive economic edge by offering employers locations that are well connected to a regional transportation network, and are attractive and accessible to workers.

Public Health: Centers create safe, clean, livable, complete and healthy communities that promote physical, mental, and social well-being.

The Regional Centers Framework Update project included significant outreach and committee and board discussions. The process was informed by staff-level Technical Advisory Group and Stakeholder Working Group, joint board sessions, county-level workshops, and ongoing outreach to local governments. A staff-level Stakeholder Working Group met from June 2016 through January 2017 and identified recommendations and alternatives for PSRC’s boards to consider. Their final report informed deliberation by the Growth Management Policy Board in 2017.

Regional Centers Designation Procedures

The **Designation Procedures for New Centers** contains detailed requirements for designation and review of regional growth centers and manufacturing/industrial centers. The procedures are adopted by the Executive Board.

PSRC will update the **Designation Process for New Centers** to incorporate the following procedural changes:

- When designating new regional centers, the PSRC boards will also consider:
 - Distribution of centers throughout the region and whether new center locations would be advantageous for overall regional growth objectives. Centers should be distributed in rational places, consistent with the regional vision, and in areas that do not place additional development pressure on rural and resource lands.
 - The overall number of centers in the region.
- Application and review of new regional centers will be limited to major regional growth plan updates (VISION 2040 and its successor plans) and every five years, following the results of performance monitoring.
- Employment and/or activity thresholds for new regional centers will be reviewed and potentially updated when the regional growth plan is updated to account for overall growth in centers over time. Center designations should remain relatively stable over the long term, but will allow centers to change into new types when they have achieved higher levels of activity and other criteria.

Regional Growth Centers Eligibility and Criteria

Regional growth centers are locations of more compact, pedestrian-oriented development with a mix of housing, jobs, retail, services, and other destinations. The region's plans identify centers as areas that should receive a significant share of the region's population and employment growth compared with other parts of the urban area, while providing improved access and mobility—especially for walking, biking, and transit.

Eligibility Criteria for Regional Growth Centers

The minimum eligibility requirements for new centers ensure consistency in centers designation and ensure that new regional growth centers meet the intent of VISION 2040 while allowing for flexibility. The **Designation Procedures for New Centers** will be updated to identify additional supporting documentation:

- **Local commitment.** Evidence center is a local priority and sponsor city/county has sustained commitment over time to local investments in creating a walkable, livable center.
- **Planning.** Completion of a center plan (subarea plan, plan element or functional equivalent that provides detailed planning or analysis) that meets regional guidance in advance of designation. Environmental review that demonstrates center area is appropriate for dense development.
 - Assessment of housing need, including displacement risk, as well as documentation of tools, programs, or commitment to provide housing choices affordable to a full range of incomes and strategies to further fair housing
- **Jurisdiction and Location.** Regional growth centers should be located within a city, with few exceptions. LINK light rail stations in unincorporated urban areas (including those funded through the Sound Transit 3 ballot measure) may be eligible for center designation at any scale, provided they are affiliated for annexation or planned for incorporation. Other unincorporated urban areas may be eligible for countywide center status, provided they are affiliated for annexation or planned for incorporation.
- **Existing Conditions.** Existing infrastructure and utilities sufficient to support new center growth, a mix of both existing housing and employment, justification of size and shape (recommend centers to be nodal with a generally round or square shape), and pedestrian infrastructure, amenities, and a street pattern that supports walkability

Designation Criteria for Regional Growth Centers

The Regional Centers Framework Update defines two distinct types of regional growth centers with tailored minimum criteria as described in this section. The criteria are expanded to include discussion of appropriate size, minimum transit service, market potential, and regional role. The center types will be used to inform future growth planning.

Regional Growth Centers	
<p>Urban Growth Center These centers have an important regional role, with dense existing jobs and housing, high-quality transit service, and planning for significant growth. These centers may represent areas where major investments – such as high-capacity transit – offer new opportunities for growth.</p>	<p>Metro Growth Center These centers have a primary regional role – they have dense existing jobs and housing, high-quality transit service, and are planning for significant growth. They will continue to serve as major transit hubs for the region. These centers also provide regional services, and serve as major civic and cultural centers.</p>
<p>Urban Growth Center Criteria Center must meet each the following criteria:</p> <ul style="list-style-type: none"> ○ Existing density. 18 activity units per acre minimum ○ Planned target density. 45 activity units per acre minimum ○ Size. 200 acres minimum - 640 acres maximum (may be larger if served by an internal, high capacity transit system) ○ Transit. Existing or planned¹ fixed route bus, regional bus, Bus Rapid Transit, or other frequent and all-day bus service. May substitute high-capacity transit mode for fixed route bus. Service quality is defined as either frequent (< 15-minute headways) and all-day (operates at least 16 hours per day on weekdays) –or- high capacity ○ Market potential. Evidence of future market potential to support planning target ○ Role. Evidence of regional role <ul style="list-style-type: none"> • Clear regional role for center (serves as important destination for the county) • Jurisdiction is planning to accommodate significant residential and employment growth under Regional Growth Strategy 	<p>Metro Growth Center Criteria Center must meet each the following criteria:</p> <ul style="list-style-type: none"> ○ Existing density. 30 activity units per acre minimum ○ Planned target density. 85 activity units per acre minimum ○ Size. 320 acres minimum - 640 acres maximum (may be larger if served by an internal, high capacity transit system) ○ Transit. Existing or planned light rail, commuter rail, ferry, or other high capacity transit with similar service quality as light rail. Service quality is defined as either frequent (< 15-minute headways) and all-day (operates at least 18 hours per day on weekdays) –or- high capacity (e.g., ferry, commuter rail, regional bus, Bus Rapid Transit). Evidence the area serves as major transit hub and has high quality/high capacity existing or planned service. ○ Market potential. Evidence of future market potential to support planning target ○ Role. Evidence of regional role: <ul style="list-style-type: none"> • Clear regional role for center (for example, city center of metropolitan cities, other large and fast growing centers; important regional destination) • Jurisdiction is planning to accommodate significant residential and employment growth under Regional Growth Strategy

¹ “Planned” transit means funded projects or projects identified in the constrained portion of Transportation 2040. The Transportation 2040 constrained project list incorporates projects in transit agency long-range plans where funding is reasonably expected during the 2040 planning horizon.

Manufacturing/Industrial Centers Eligibility and Criteria

Manufacturing/industrial centers preserve lands for family-wage jobs in basic industries and trade and provide areas where that employment may grow in the future. VISION 2040 calls for the recognition and preservation of existing centers of intensive manufacturing and industrial activity and the provision of infrastructure and services necessary to support these areas. These centers are important employment locations that serve both current and long-term regional economic objectives.

Eligibility Criteria for Regional Manufacturing/Industrial Centers

Minimum eligibility requirements ensure consistency in centers designation and ensure that new regional growth centers meet the intent of VISION 2040 while allowing for flexibility. The **Designation Procedures for New Centers** should be updated to identify additional supporting documentation:

Local commitment. Evidence center is a local priority had city/county has sustained commitment over time to local investments in infrastructure and transportation. Demonstrated commitment to protecting and preserving industrial uses, incentives to encourage industrial uses in the center, and established partnerships with relevant parties to ensure success of manufacturing/industrial center **Planning.** Completion of a center plan (subarea plan, plan element or functional equivalent) that meets regional guidance in advance of designation. Environmental review that the area is appropriate for development

Location. Manufacturing/industrial centers should be located within a city with few exceptions.

Existing Conditions. Adequate infrastructure and utilities to support growth, access to relevant transportation infrastructure, documentation of economic impact, and justification of size and shape of manufacturing/industrial center

Designation Criteria for Regional Manufacturing/Industrial Centers

The Regional Centers Framework Update identifies two distinct pathways to designate manufacturing/industrial centers. Minimum eligibility for regional designation is described in this section. The criteria are expanded to include discussion of appropriate employment type, core industrial zoning, industrial preservation strategies, and regional role. The center pathways may be used to inform future growth planning.

Manufacturing/Industrial Centers	
<p>These centers are highly active industrial areas with significant existing jobs, core industrial activity, evidence of long-term demand, and regional role. They have a legacy of industrial employment and represent important long-term industrial areas, such as deep-water ports and major manufacturing. The intent of this designation is to, at a minimum, preserve existing industrial jobs and land use and to continue to grow industrial employment in these centers where possible.</p>	<p>These regional clusters of industrial lands have significant value to the region and potential for future job growth. These large areas of industrial land serve the region with international employers, industrial infrastructure, concentrations of industrial jobs, and evidence of long-term potential. The intent of this designation is to continue growth of industrial employment and preserve the region's industrial land base for long-term growth and retention.</p>
<p>Center must meet each the following criteria:</p> <ul style="list-style-type: none"> • Existing jobs: 10,000 minimum • Planned jobs: 20,000 minimum • Minimum 50% industrial employment • Access to transit or defined transportation demand management strategies in place • Presence of irreplaceable industrial infrastructure ² • At least 75% of land area zoned for core industrial uses ³ • Industrial retention strategies in place • Regional role 	<p>Center must meet each the following criteria:</p> <ul style="list-style-type: none"> • Minimum size of 2,000 acres • Existing jobs: 4,000 minimum • Planned jobs: 10,000 minimum • Access to transit or defined transportation demand management strategies in place • At least 75% of land area zoned for core industrial uses • Industrial retention strategies in place • Regional role

Regional Center Redesignation Standards

To establish a regionally-consistent system, all regional centers will be reviewed based on the revised criteria.

- The first evaluation of existing centers will occur in 2018-2020 as part of the VISION 2040 update. PSRC staff will work with cities and counties to identify the applicable center types and whether all the criteria are already met or could be met.
- ○ A first monitoring review period, scheduled for 2025, will follow the next major comprehensive plan periodic update. At that time, jurisdictions that do not meet adopted minimum activity requirements must demonstrate progress planning for and investing in the center, including:

² Industrial-related infrastructure that would be irreplaceable elsewhere, such as working maritime port facilities, air and rail freight facilities.

³ Zoning designations dominated by traditional industrial land uses such as manufacturing, transportation, warehousing and freight terminals. Core industrial does not include zoning that permits both industrial and commercial uses together.

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- Adopted subarea plan,
 - Completed market study,
 - Availability of transit service (not required for manufacturing/industrial centers), and
 - Recent capital investments by the local government in the center and commitment to appropriate infrastructure in the jurisdiction's capital improvement program to support planned growth
- The board will maintain flexibility in evaluating existing centers to consider when centers are very close to the existing conditions criteria, to account from economic recessions, progress and growth, local investments or the lack of investments, and regional importance of a particular area.
 - Criteria related to physical improvements should be included in center plans, but may need to be addressed over the long-term, such as developing a complete walkable street network.
 - ○ Cities and counties will have some form of center plan (subarea plan or similar) already in place by the time of the VISION 2040 update (2020), recognizing that the adopted plan may not be fully consistent with the new criteria. At the latest, cities and counties would be required to meet the updated planning requirements for regional centers by the next major comprehensive plan periodic update in 2023/2024.

Countywide Centers

The countywide planning policies include criteria and processes for countywide centers, though the approach currently varies significantly by county. Through the Centers Framework Update, designation of countywide is delegated to a countywide process using consistent regional standards.

The checklist below represents basic standards expected for countywide centers in each county. Depending on county circumstance and priorities, countywide planning policies may include other numeric criteria (such as planning requirements or mix of uses) or additional standards within this overall framework. Countywide center designations will be reviewed by an established timeframe and process set by the countywide planning body.

Countywide Centers	
Countywide Growth Center	Countywide Industrial Center
<p>Center must meet each the following criteria:</p> <p>Demonstration that the center is a local planning and investment priority:</p> <ul style="list-style-type: none"> ○ Identified as a countywide center in a local comprehensive plan; subarea plan recommended ○ Clear evidence that area is a local priority for investment, such as planning efforts or infrastructure 	<p>Center must meet each the following criteria:</p> <p>Demonstration that the center is a local planning and investment priority:</p> <ul style="list-style-type: none"> ○ Identified as a countywide center in a local comprehensive plan; subarea plan recommended ○ Clear evidence that area is a local priority for investment, such as planning efforts, or infrastructure

Countywide Centers	
Countywide Growth Center	Countywide Industrial Center
<p>(cont.)</p> <p>The center is a location for compact, mixed-use development; including:</p> <ul style="list-style-type: none"> o A minimum existing activity unit density of 10 activity units per acre o Planning and zoning for a mix of uses, including residential o Capacity and planning for additional growth <p>The center supports multi-modal transportation, including:</p> <ul style="list-style-type: none"> o Transit service o Pedestrian infrastructure and amenities o Street pattern that supports walkability o Bicycle infrastructure and amenities o Compact, walkable size of one-quarter mile squared (160 acres), up to half-mile transit walkshed (500 acres) 	<p>(cont.)</p> <p>The center supports industrial sector employment:</p> <ul style="list-style-type: none"> o Minimum existing jobs and/or acres of industrial land o Defined transportation demand management strategies in place o At least 75% of land area zoned for core industrial uses o Industrial retention strategies in place o Capacity and planning for additional growth o Important county role and concentration of industrial land or jobs with evidence of long-term demand

Local Centers and Other Types of Centers

VISION 2040 calls for central places in all jurisdictions to support a centers-based approach to development in the region. These places range from neighborhood centers to active crossroads in communities of all sizes. These centers play an important role in the region and help define our community character, provide local gathering places, serve as community hubs, and are often appropriate places for additional growth and focal points for services.

The Regional Centers Framework recognizes the importance of these places, but does not envision a regional or county designation for all types of local centers. The designation criteria outlined in this document may provide a path to regional or county designation for locations that continue to grow and change over time.

Per program eligibility requirements, rural centers that participate in PSRC’s Rural Town Centers and Corridors funding competition are located in either a freestanding city or town that is outside the region’s contiguous urban growth area or a county’s unincorporated rural area. These centers are designated through a local planning process, not through the Regional Centers Framework process.

Military Installations

Military installations are a vital part of the region, home to thousands of personnel and jobs and a major contributor to the region's economy. PSRC recognizes the relationship between regional growth patterns and military installations, and recognizes the importance of military employment and personnel all aspects of regional planning.

Designation Criteria for Types of Military Installations

PSRC's Executive Board will identify *Major Military Installations* in the update to VISION 2040, subject to adoption of the plan by the General Assembly. Major installations are defined as installations with more than 5,000 enlisted and service personnel. As of 2017, four installations met the minimum size criteria: Joint Base Lewis-McChord in Pierce County, Naval Base Kitsap–Bangor and Naval Base Kitsap–Bremerton in Kitsap County, and Naval Station Everett in Snohomish County.

This recognition in the regional plan advances active collaboration between military installations, neighboring jurisdictions, and the region. The region recognizes military installations are major employers, associated with congestion, and that regional designation can help work to alleviate impacts.

Through this recognition, regional expectations include:

- Ongoing coordination between the military installation, countywide planning forum, and neighboring jurisdictions regarding planned growth, regional impacts, and implementation of multimodal transportation options
- Support for multimodal commute planning and mode split goals for installation
- Complete a Joint Land Use Study or similar coordinated planning effort

Smaller military installations may continue to be recognized by countywide planning forums as a type of countywide center or equivalent. The minimum size criteria for countywide center designation will be as specified by RCW 36.70a.530 and identify "federal military installation[s], other than a reserve center, that employs one hundred or more full-time personnel." As of 2017, five installations met the minimum criteria: Naval Base Kitsap Keyport, Seattle Coast Guard Station, Naval Base Kitsap Jackson Park, Camp Murray, and Naval Base Everett – Smokey Point Support Complex.

Planning Requirements

PSRC's Plan Review Manual contains guidance and requirements for comprehensive plan certification, including center subarea plans. The **Regional Center Plans Checklist** in the **PSRC's Plan Review Manual** addresses planning expectations for center subarea plans. PSRC will work with the Regional Staff Committee to update the Plan Review Manual to amend requirements and provide best practices, with consideration for local variability.

The **Regional Growth Center Plan Checklist** will be updated to address the following topics:

- Affordable housing, including housing targets, needs assessment, affordable housing goals, and strategies to encourage new housing production with long-term affordability
- Displacement risk analysis and strategies to prevent or mitigate displacement

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- Transit access, including transit service, transit-dependent populations, and safe and connected pedestrian and bicycle networks
- Equitable community engagement
- Access to opportunity, including employment and education opportunities and neighborhood quality of life
- Environmental justice impacts
- Specific transportation planning investments, programs, and resources identified.
- Availability of public services, like K- 12 education, to meet needs of households with children.

The **Regional Manufacturing/Industrial Center Plan checklist** will be updated to address the following topics:

- Equitable community engagement
- Access to opportunity, including employment and education opportunities
- Environmental justice impacts
- Expectations around core industrial uses, residential encroachment, and commercial and office uses that do not support manufacturing/industrial function
- Clearly articulated long-term commitment to protect and preserve manufacturing/industrial land uses and businesses in the center
- Specific transportation planning investments, programs, and resources identified

Regional Support

Funding to Support Centers

Staff will research and identify other potential funding sources or programs to support development in centers. This may include housing in regional growth centers, economic development, other capital funds, additional state resources, marketing, and other strategies. PSRC should collaborate with other agencies and funders to identify additional funding sources for designated centers. PSRC will also explore funding for centers planning and technical assistance.

Regional Center Types

The Regional Centers Framework does not establish a distinction between different types of regional centers for the purpose of PSRC's funding framework.

Performance Measures

In the VISION 2040 update, PSRC will develop performance measures for centers as a whole to evaluate success of the overall framework. Metrics may include overall growth goals or mode split goals for centers, level of local or regional investment, or other measures as appropriate, such as housing affordability, mix of uses, and health and equity.

PSRC will continue to conduct ongoing monitoring of performance measures for individual centers. This may include progress towards growth targets and mode split goals, tracking implementation actions, or tracking other measures consistent with the designation requirements.

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- PSRC will publish a centers performance monitoring summary every five years in order to stay on top of regional trends in centers development.
- PSRC will review centers for performance as part of the monitoring review and prior to regional plan update years, and consider possible changes or reclassification if the local jurisdiction is not taking steps to plan and support growth in center to meet targets or goals.

Implementation

Procedures and Planning Expectations. The board directs staff to prepare updates to the **Designation Procedures for New Centers, Regional Center Plans Checklist**, and develop **administrative procedures** for existing centers.

Plan Updates. The board directs staff to identify issues for VISION 2040 update:

- Identification of military installations a regional geography
- Preservation of industrial land, both within designated manufacturing/industrial centers and in other industrial areas in the region
- Growth goals for regional centers

Countywide Planning Policies. The board requests updates to the countywide planning policies in each county to implement countywide centers and achieve consistency with the regional framework.

PSRC Work Plan. The board directs staff to develop an implementation work plan and schedule to engage with PSRC membership and other stakeholders as appropriate on additional analysis, research, and guidance. The work plan should incorporate the following tasks to support ongoing work on regional and countywide centers:

- **Performance measures.** Develop framework to track performance and outcomes over time. This may include assessment of demographic characteristics, housing affordability, employment, amenities, and access to opportunity.
- **Update growth planning guidance.** Update the guidance paper on center targets to discuss changes to growth expectations for centers and the mix of employment and residential activity envisioned in regional growth centers.
- **Social equity**
 - Complete additional analysis and research on displacement and displacement risk in centers.
 - Provide additional resources and best practices addressing equitable community engagement, including opportunities for local planning staff and policy-makers to learn about tools that have been successfully used by cities and counties in the region.
 - Research and recommend a best practice approach to a comprehensive equity impact review tool to address social equity through policies and implementation decisions for centers throughout the region.
- **Tribal land & centers.** Complete additional review and consultation with tribes on the role of tribal lands in the centers framework.

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- **Funding opportunities.** Research other funding opportunities and opportunities to leverage existing designations. Collaborate with other agencies and funders to identify additional funding sources to designated centers. Explore funding for centers planning and technical assistance.
- **Projects supporting centers.** Review and develop policy guidance on types of projects that support development in centers and corridors connecting centers.
- **Number and distribution of centers.** Research guidelines to manage the number and distribution of centers, factoring in projected growth, jurisdictional size, location within the county, competition for market share, and allocation of limited regional resources.