

Marysville City Council Meeting**January 22, 2018****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

- A. Officer Swearing-in
- B. Marysville School District Presentation

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

1. Approval of the January 2, 2018 Council Work Session Minutes.
2. Approval of the January 8, 2018 Council Meeting Minutes.

Consent

3. Approval of the December 28, 2017 Claims in the Amount of \$265,314.68 Paid by EFT Transactions and Check Numbers 121749 through 121820 with No Check Numbers Voided.
4. Approval of the January 3, 2018 Claims in the Amount of \$1,897,982.99 Paid by EFT Transactions and Check Numbers 121731 through 121748 with No Check Numbers Voided.
5. Approval of the January 10, 2018 Claims in the Amount of \$279,944.61 Paid by EFT Transactions and Check Numbers 121821 through 121887 with No Check Numbers Voided.
6. Approval of the December 29, 2017 Claims in the Amount of \$629,602.87 Paid by EFT Transactions and Check Numbers 121888 through 122026 with No Check Numbers Voided.

Marysville City Council Meeting

January 22, 2018

7:00 p.m.

City Hall

Review Bids

Public Hearings

New Business

7. Consider Approving an **Ordinance** Granting Verizon Wireless a Nonexclusive Telecommunications Franchise Agreement.
8. Consider Approving the **Recovery Contract** with Custom Comfort Homes, LLC for Utility Construction Costs. (Sewer Main for a Duplex Development located on 100th St NE east of 48th Dr. NE)
9. Consider Approving a Professional Services Agreement with OTAK, in the Amount of \$698,645.00 for Engineering Services to Develop 30% Design Documents for Improvements to Enable Development of the Manufacturing and Industrial Center within the Smokey Point Master Plan Area.
10. Consider Approving the Marshall Elementary Safe Routes to School Project with SRV Construction, Inc., Starting the 45-day Lien Period for Project Closeout.
11. Consider Approving a **Resolution** Authorizing a \$1,445,500.00 Interfund Loan from the Solid Waste Management Fund 410 to the Parks Capital Improvement Fund 310, and Providing for Payment and a Formula for Payment of Interest.
12. Consider Approving Per Capita Funding and an Interlocal Agreement with Snohomish Health District.

Legal

Mayor's Business

13. Legislative Agenda

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

- A. Litigation
- B. Personnel

Marysville City Council Meeting**January 22, 2018****7:00 p.m.****City Hall**

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.

B

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ENCOURAGING THE CITIZENS OF MARYSVILLE TO VOTE ON MARYSVILLE SCHOOL DISTRICT PROPOSITIONS NO. 1 & 2 ON THE FEBRUARY 13, 2018 SPECIAL ELECTION BALLOT.

WHEREAS, the educational opportunities provided by a strong K-12 school system are a critical component of quality of life and a foundation for young people being successful; and

WHEREAS, a strong school system also tends to enhance home values and attract business; and

WHEREAS, it has come to the attention of the Marysville City Council that the Marysville School District has placed before the voters on February 13, 2018, two ballot measures – Propositions No. 1 & 2; and

WHEREAS, Proposition No. 1 is a replacement levy for educational funding to replace an expiring levy and Proposition No. 2 is for technology and capital projects; and

WHEREAS, the Mayor and Marysville City Council wish to urge voters to vote on Propositions No. 1 & 2 at the special election on February 13, 2018.

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

The Mayor and City Council of the City of Marysville do hereby urge all registered voters within the Marysville School District boundaries to carefully consider Propositions No. 1 & 2 of the Marysville School District and to vote in the February 13, 2018, special election.

The ballot measures read as follows:

**Marysville School District No. 25
Proposition No. 1**

Replacement Educational Programs and Operations Levy

The Board of Directors of Marysville School District No. 25 adopted Resolution No. 2018-09 concerning a proposition for a replacement levy for educational funding. This proposition would authorize the District to levy the following excess taxes to replace an expiring levy on taxable property within the District to fund necessary educational programs and operations that are not funded by the state:

Collection Estimated Levy Rate/\$1,000

Years	Assessed Value	Levy Amount
2019	\$2.97	\$26,500,000
2020	\$2.70	\$26,500,000
2021	\$2.45	\$26,500,000
2022	\$2.23	\$26,500,000

subject to legal limits on levy amounts and rates at the time of the levy. Should this proposition be approved?

Yes
 No

**Marysville School District No. 25
 Proposition No. 2**

Technology and Capital Projects Levy

The Board of Directors of Marysville School District adopted Resolution No. 2018-10 concerning technology levies. This proposition would authorize the acquisition, installation, and management of computer technology systems, projects and facilities, including enhancing infrastructure, acquiring hardware, licensing software, implementing applications and training for the District's technology systems, projects or facilities; other authorized capital projects; and the following excess levies for such purposes on all taxable property within the District:

Approximate Collection Estimated Levy Rate/\$1,000

Years	Assessed Value	Levy Amount
2019	\$0.67	\$6,000,000
2020	\$0.61	\$6,000,000
2021	\$0.56	\$6,000,000
2022	\$0.50	\$6,000,000

Should this proposition be approved?

Yes
 No

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2018.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
_____, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Index #1

COUNCIL



DRAFT
MINUTES

Regular Meeting
January 2, 2018

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: Mark James, Tom King, Steve Muller, Kamille Norton, Rob Toyer, Jeff Vaughan

Absent: Michael Stevens

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Communications Officer Connie Mennie, and Recording Secretary Laurie Hugdahl.

Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve the agenda. **Motion** passed unanimously (6-0).

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

Committee Reports

None

Presentations

A. Councilmembers' Oath of Office

Mayor Nehring swore in new Councilmembers Mark James and Tom King and returning Councilmember Jeff Vaughan. Councilmembers followed with brief comments.

Discussion Items**Approval of Minutes****Consent**

1. Approval of the December 13, 2017 Claims in the Amount of \$642,086.10 Paid by EFT Transactions and Check Numbers 121239 through 121392 with Check Numbers 120271 and 121197 Voided.
2. Approval of the December 20, 2017 Payroll in the Amount \$1,453,254.34 Paid by EFT Transactions and Check Numbers 31268 through 31292.
3. Approval of the December 20, 2017 Claims in the Amount of \$501,582.54 Paid by EFT Transactions and Check Numbers 121393 through 121519 with Check Numbers 106409 & 121109 Voided.
4. Approval of the December 27, 2017 Claims in the Amount of \$1,085,803.33 Paid by EFT Transactions and Check Numbers 121520 through 121730 with No Check Numbers Voided.

Review Bids**Public Hearings****New Business**

5. Consider an Ordinance Granting Verizon Wireless a Nonexclusive Telecommunications Franchise Agreement. (Action will be requested at the January 22, 2018 City Council Meeting)

City Attorney Walker explained that this is a franchise agreement and permit authorizing Verizon Wireless facilities in the right-of-way.

6. Consider the Citizen Advisory Committee's Funding Recommendations for Program Years 2018 and 2019 and Prepare a Program Year 2018 Annual Action Plan in Accordance with the 2015-2019 Consolidated Plan.

Community Development Director Koenig explained that this is the proposed funding recommendation from the Citizen Advisory Committee for Program Years 2018 and 2019. This is an estimated dollar amount based on the previous funding level.

7. Consider the Professional Services Agreement with Aakavs Consulting for Asset Management Software Development and Implementation in the Amount of \$124,830.

Public Works Director Nielsen explained that this is for a work management system for Public Works as the City has outgrown the current system. He commended David Duke for developing the system they are currently using.

Legal

Mayor's Business

8. Snohomish County Board of Health Representative Appointment

See below.

9. Committee Appointments

Mayor Nehring announced the following appointments:

- LEOFF 1 Disability – Steve Muller, Tom King

Mayor Nehring proposed the following appointments:

- Snohomish County Law and Justice Council – Rob Toyer
- Community Development Block Grant Citizen Advisory Committee – Mark James and Tom King

Motion made by Councilmember Toyer, seconded by Councilmember Vaughan, to waive normal rules and allow for votes tonight. **Motion** passed unanimously (6-0).

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve the Mayor's appointments to Law and Justice Council and CDBG Committee. **Motion** passed unanimously (6-0).

- Parks and Recreation – Tom King

Motion made by Councilmember Toyer, seconded by Councilmember Vaughan, to appoint Councilmember King to the Parks and Recreation Board. **Motion** passed unanimously (6-0).

- Snohomish Health District – Jeff Vaughan

Motion made by Councilmember Toyer, seconded by Councilmember King, to confirm the appointment of Councilmember Vaughan to the Snohomish Health District Board. **Motion** passed unanimously (6-0).

- Council Committee Appointments:

Motion made by Councilmember Norton, seconded by Councilmember James, to approve the appointments to the Public Works Committee, Public Safety Committee, Economic Development Committee, Finance Committee, Marysville Fire District, RFA Planning Committee, Hotel/Motel Committee, Government Affairs Committee, Snohomish County Tomorrow, Snohomish County Technical Advisory Board, Solid Waste Advisory Council, Snohomish County Housing and Community Development Board, and the Affordable Housing Committee as listed in her memo to Council. **Motion** passed unanimously (6-0).

- SERS Board:

Mayor Nehring requested that the Council re-appoint him to the SERS Board and to the Snohomish County E911 Conference.

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to appoint Mayor Nehring to the SERS Board and to represent the City at the caucus for E911. **Motion** passed unanimously (6-0).

- Council President:

Motion made by Councilmember Toyer, seconded by Councilmember Vaughan, to reappoint Councilmember Norton for another two-year term as Council President. **Motion** passed unanimously (6-0).

Other Business:

Mayor Nehring welcomed everyone back and thanked all the councilmembers for their willingness to serve.

Staff Business

Sandy Langdon wished everyone a Happy New Year and welcomed newly elected and reelected councilmembers.

Chief Smith wished everyone a Happy New Year

Kevin Nielsen wished everyone a Happy New Year and welcomed newly elected and reelected councilmembers.

Jim Ballew wished everyone a Happy New Year and welcomed newly elected and reelected councilmembers.

Dave Koenig welcomed newly elected and reelected councilmembers.

DRAFT

Jon Walker stated the need for an Executive Session to address one item related to the purchase of real estate with action and expected to last five minutes.

Chief McFalls welcomed everyone back and welcomed the new councilmembers.

Call on Councilmembers

Rob Toyer welcomed everyone.

Mark James expressed appreciation for being on the Council and said he was looking forward to the new year.

Jeff Vaughan wished everyone Happy New Year and welcomed the new councilmembers.

Tom King commended Jim Ballew and Parks staff on the Tour of Lights where he had a chance to drive the train.

Steve Muller:

- He agreed that the Tour of Lights was wonderful.
- He welcomed new councilmembers.
- He gave an update on Dr. Berg.

Kamille Norton:

- The Tour of Lights was a great event even though it was very cold.
- Welcome to new councilmembers.

Adjournment/Recess

Council adjourned at 7:40 p.m. and recessed for five minutes before reconvening in Executive Session. Executive Session was extended twenty minutes.

Executive Session

- A. Litigation
- B. Personnel
- C. Real Estate – one item

Executive Session ended and public meeting reconvened at 8:10 p.m.

Motion made by Councilmember Muller, seconded by Councilmember Vaughan to sign purchase and sale contract with Sterling Rentals for Marysville Opera House commonly known as 1221 3rd Street and 1225 3rd Street for \$1,438,000.00. Motion passed (5-1) with Councilmember Toyer voting against the motion.

Adjournment

The meeting was adjourned at 8:10 p.m.

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Councilmember Oath of Office: Michael Stevens	Presented
Officer Swearing-in: Custody Officer Patrick Allen, Police Officer Shantel Reyes, and Police Officer Calen Roberts.	Presented
Holiday Marketing Video	Presented
Audience Participation	
Approval of Minutes	
Approval of the December 4, 2017 City Council Work Session Minutes	Approved
Approval of the December 11, 2017 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the December 13, 2017 Claims in the Amount of \$642,086.10; Paid by EFT Transactions and Check Numbers 121239 through 121392 with Check Numbers 120271 and 121197 Voided.	Approved
Approval of the December 20, 2017 Payroll in the Amount \$1,453,254.34; Paid by EFT Transactions and Check Numbers 31268 through 31292.	Approved
Approval of the December 20, 2017 Claims in the Amount of \$501,582.54; Paid by EFT Transactions and Check Numbers 121393 through 121519 with Check Numbers 106409 & 121109 Voided.	Approved
Approval of the December 27, 2017 Claims in the Amount of \$1,085,803.33; Paid by EFT Transactions and Check Numbers 121520 through 121730 with No Check Numbers Voided.	Approved
Consider the Citizen Advisory Committee's Funding Recommendations for Program Years 2018 and 2019 and Prepare a Program Year 2018 Annual Action Plan in Accordance with the 2015-2019 Consolidated Plan.	Approved
Consider the Professional Services Agreement with Aakavs Consulting for Asset Management Software Development and Implementation in the Amount of \$124,830.	Approved
Approval of the January 5, 2018 Payroll in the Amount of \$1,886,875.79; Paid by EFT Transactions and Check Numbers 31293 through 31318.	Approved
New Business	
Consider an Ordinance Granting Verizon Wireless a Nonexclusive Telecommunications Franchise Agreement. (Action will be requested at the January 22, 2018 City Council Meeting)	Continued
Consider Approving an Ordinance Amending and Correcting Ordinance 3081, Regarding Pay Classification, Grades, and Ranges.	Approved Ord. No. 3082
Legal	
Mayor's Business	
Regional Fire Authority Discussion	Held
Staff Business	
Call on Councilmembers	
Adjournment	7:55 p.m.

COUNCIL*DRAFT*
MINUTES

Regular Meeting
January 8, 2018

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. Pastor Greg Kanehan gave the invocation.

Roll Call

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

Mayor: Jon Nehring

Council: Mark James, Tom King, Steve Muller, Kamille Norton (President), Michael Stevens, Rob Toyer, and Jeff Vaughan

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Communications Officer Connie Mennie, and Recording Secretary Laurie Hugdahl.

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

Committee Reports

None

Presentations

A. Councilmember Oath of Office: Michael Stevens

DRAFT

Mayor Nehring gave the Councilmember Oath of Office to Michael Stevens.

B. Officer Swearing-in

Chief Smith introduced and Mayor Nehring swore in new officers: Custody Officer Patrick Allen, Police Officer Shantel Reyes, and Police Officer Calen Roberts.

C. Holiday Marketing Video

Connie Mennie presented the Merrysville for the Holidays video which may be used to market holiday events in Marysville in the future. Director Ballew gave a report on the numbers from the Tour of Lights and other holiday events.

Approval of Minutes

9. Approval of the December 4, 2017 City Council Work Session Minutes.

Motion made by Councilmember Stevens, seconded by Councilmember Vaughan, to approve the December 4, 2017 City Council Work Session Minutes. **Motion** passed unanimously (7-0).

10. Approval of the December 11, 2017 City Council Meeting Minutes.

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve the December 11, 2017 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

Consent

1. Approval of the December 13, 2017 Claims in the Amount of \$642,086.10; Paid by EFT Transactions and Check Numbers 121239 through 121392 with Check Numbers 120271 and 121197 Voided.
2. Approval of the December 20, 2017 Payroll in the Amount \$1,453,254.34; Paid by EFT Transactions and Check Numbers 31268 through 31292.
3. Approval of the December 20, 2017 Claims in the Amount of \$501,582.54; Paid by EFT Transactions and Check Numbers 121393 through 121519 with Check Numbers 106409 & 121109 Voided.
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6. Consider the Citizen Advisory Committee's Funding Recommendations for Program Years 2018 and 2019 and Prepare a Program Year 2018 Annual Action Plan in Accordance with the 2015-2019 Consolidated Plan.

DRAFT

7. Consider the Professional Services Agreement with Aakavs Consulting for Asset Management Software Development and Implementation in the Amount of \$124,830.
8. Approval of the January 5, 2018 Payroll in the Amount of \$1,886,875.79; Paid by EFT Transactions and Check Numbers 31293 through 31318.

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve Consent Agenda items 1-4 and 6-8. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

New Business

5. Consider an Ordinance Granting Verizon Wireless a Nonexclusive Telecommunications Franchise Agreement. (Action will be requested at the January 22, 2018 City Council Meeting)

City Attorney Walker explained that this is not for action tonight as it has to be on the agenda for two Council meetings before Council takes any action. It is a five-year franchise agreement. Verizon would have to get right-of-way permits and meet all requirements of the Marysville Municipal code.

11. Consider Approving an Ordinance Amending and Correcting Ordinance 3081, Regarding Pay Classification, Grades, and Ranges.

Finance Director Langdon explained that this would correct some discrepancies and omissions in the ordinance which was approved earlier.

Motion made by Councilmember Norton, seconded by Councilmember Muller, to approve Ordinance 3082. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

12. Regional Fire Authority Discussion

Mayor Nehring reported that as directed by Council at the last meeting in December, he sent a letter to Fire District 12 asking them if they would be interested in entering into talks with the City of Marysville regarding a Regional Fire Authority. A response from the Chair of Fire District 12 is included in Council's packet. He requested that Council provide direction to staff as to how they would like to proceed with this matter.

DRAFT

Councilmember Muller asked about the requirements for terminating the RFA committee. His understanding was that the members needed to have a formal meeting to dissolve the committee. City Attorney Walker indicated he would confirm the process.

Councilmember James asked if Marysville could resume talks with Arlington if they choose at some point. City Attorney Walker indicated they could if that was the desire of the Council.

Councilmember Stevens spoke in support of getting RFA talks going with Fire District 12 with an expectation of an August ballot date.

Mayor Nehring summarized that the consensus was to try to determine the quickest time to begin talks with Fire District 12.

Other Mayor's Business:

- Congratulations to Councilmember Stevens and the other officers.
- Welcome to the two new Councilmembers and congratulations to Councilmembers Vaughan and Stevens on the re-election.
- The SERS Board authorized him to begin negotiations with Snohomish County 911.

Staff Business

Chief Smith:

- It was great to bring three new officers on board. There are more officers coming soon. He hopes to have all vacancies in the department filled in the first quarter.
- An arrest was made with regard to malicious mischief at Pinewood Elementary.
- Police are very busy. There is a lot of anticipation for the new embedded social worker program. He commended Mayor Nehring for supporting this approach.
- Mayor Nehring expressed condolences for Deputy Daniel McCartney and appreciation for the work that the police do.

Sandy Langdon announced the Finance Committee meeting next Wednesday the 17th at 4:30 p.m.

Jon Walker reported that there was no need for an Executive Session.

Dave Koenig gave a report on Community Development numbers from 2017.

Chief McFalls thanked the Council for moving forward with the RFA planning process. He expressed condolences to law enforcement and expressed appreciation for their work.

Jim Ballew:

- He commended Police Department for the swift resolution of the Pinewood matter.

- He gave an update on events around the City.
- Parks is working with Maryville Little League to get new lights installed at Cedar Field.

Kevin Nielsen:

- Thanks to Council for approving the re-organization of Public Works.
- There is a lot going on in Public Works too.
- He will be sending out something to the Public Works Committee to find out to find out the best times for the members to meet.

Gloria Hirashima congratulated the Police Department on the addition of consistently high-caliber employees.

Call on Councilmembers

Jeff Vaughan asked some clarification questions about Community Development numbers.

Mark James:

- Congratulations to new hires.
- He also commended the Marysville Police Department for great service.
- He and his wife attended the opening event at the Sno-Isle Library at Smoky Point. It was well attended and a nice event.
- He reported he is already getting contacted by residents to help with issues.

Tom King:

- He enjoyed the holiday videos.
- He commended staff on the great success with the Tour of Lights.
- He was honored to attend the Oath of Office for County Councilman Nate Nehring on Friday.

Michael Stevens stated that it is an honor to be able to serve the City again as a Councilmember.

Rob Toyer:

- Congratulations to Michael Stevens. He looks forward to working with him for another four years.
- Congratulations to Police Department on new hires.

Steve Muller commented that the holiday videos look great.

Kamille Norton congratulated Michael Stevens.

Adjournment

The meeting was adjourned at 7:55 p.m.

DRAFT

Approved this _____ day of _____, 2018.

Mayor
Jon Nehring

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 22, 2018

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 December 28, 2017 claims in the amount of \$265,314.68 paid by EFT transactions and Check No. 121749 through 121820 with no Check No.'s voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-12

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 **\$265,314.68 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 121749 THROUGH 121820 WITH NO CHECK NO.'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **22nd DAY OF JANUARY 2018**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/4/2018 TO 1/4/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121749	ADVANTAGE BUILDING S	JANITORIAL SERVICE	SOURCE OF SUPPLY	4,058.52
121750	ALL BATTERY SALES & ALL BATTERY SALES &	WIRE JUMP BOX, CONNECTORS AND BULBS	EQUIPMENT RENTAL EQUIPMENT RENTAL	104.57 152.73
121751	AM TEST INC	LAB ANALYSIS	STORM DRAINAGE	250.00
121752	ARAMARK UNIFORM ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP EQUIPMENT RENTAL	6.55 71.93
121753	BANK OF AMERICA	SUPPLY REIMBURSEMENT	POLICE INVESTIGATION	250.92
121754	BEACH STREET TOPSOIL	TOPSOIL	WATER DIST MAINS	63.17
121755	BERG, JAN	TUITION REIMBURSEMENT	CITY CLERK	310.00
121756	BOB BARKER COMPANY BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION DETENTION & CORRECTION	34.26 670.98
121757	BUD BARTON'S GLASS	WASH RACK SUPPLIES	DETENTION & CORRECTION	83.47
121758	CADMAN MATERIALS INC CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE ROADWAY MAINTENANCE	563.95 672.39
121759	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	1,517.55
121760	CCG SYSTEMS INC	ANNUAL UPGRADE AND SUPPORT	EQUIPMENT RENTAL	10,038.33
121761	CENTRAL WELDING SUPP CENTRAL WELDING SUPP CENTRAL WELDING SUPP CENTRAL WELDING SUPP CENTRAL WELDING SUPP	GLOVES FILTERS GLOVES AND SHOVEL FIRST AID KITS, PADLOCKS AND E	WASTE WATER TREATMENT F WASTE WATER TREATMENT F ER&R ER&R ER&R	46.35 64.75 177.79 231.73 523.64
121762	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,046.65
121763	COOP SUPPLY	ICE MELT AND STRAPS	WASTE WATER TREATMENT F	87.23
121764	CORRECTIONS, DEPT OF CORRECTIONS, DEPT OF	WORK CREW	PARK & RECREATION FAC ROADSIDE VEGETATION	510.47 605.05
121765	DAILY JOURNAL OF COM	LEGAL AD	GMA - STREET	208.00
121766	DEAVER, JAMES	REIMBURSE MILEAGE	TRANSPORTATION MANAGEM	51.04
121767	DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT DIAMOND B CONSTRUCT	ADJUST FAN SPEED AND AIR FLOW CALIBRATE SENSOR REPAIR RTU4 REPAIR AC #1 AND CLEAN SCREENS	UTIL ADMIN PUBLIC SAFETY BLDG CITY HALL PUBLIC SAFETY BLDG	158.74 370.39 632.05 634.96
121768	DICKS TOWING DICKS TOWING DICKS TOWING DICKS TOWING DICKS TOWING DICKS TOWING	TOWING EXPENSE-MP17-61888 TOWING EXPENSE-MP17-62308 TOWING EXPENSE-MP17-62892 TOWING EXPENSE-MP17-63395 TOWING EXPENSE-MP17-63830 TOWING EXPENSE-MP17-64679	POLICE PATROL POLICE PATROL POLICE PATROL POLICE PATROL POLICE PATROL POLICE PATROL	43.64 43.64 43.64 43.64 43.64 43.64
121769	E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER E&E LUMBER	HARDWARE CREDIT LATCH BRACE AND FASTENERS HINGE GLUE AND HARDWARE CDX	MAINT OF GENL PLANT PUBLIC SAFETY BLDG ROADSIDE VEGETATION PUBLIC SAFETY BLDG MAINT OF GENL PLANT MAINT OF GENL PLANT	-13.12 7.32 20.33 27.81 33.46 100.56
121770	EDGE ANALYTICAL EDGE ANALYTICAL EDGE ANALYTICAL EDGE ANALYTICAL EDGE ANALYTICAL EDGE ANALYTICAL EDGE ANALYTICAL EDGE ANALYTICAL EDGE ANALYTICAL EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT WATER QUAL TREATMENT WATER QUAL TREATMENT WATER QUAL TREATMENT WATER QUAL TREATMENT WATER QUAL TREATMENT WATER QUAL TREATMENT WATER QUAL TREATMENT WATER QUAL TREATMENT WATER QUAL TREATMENT	10.50 10.50 10.50 12.00 12.00 12.00 12.00 12.00 12.00 12.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/4/2018 TO 1/4/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121770	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	16.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	21.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	178.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	968.00
121771	ENTERPRISE RENTAL	PRE-EMPLOYMENT BACKGROUND INVE	POLICE TRAINING-FIREARMS	161.98
121772	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	81.00
	EVERETT, CITY OF	ANIMAL SHELTER FEES	COMMUNITY SERVICES UNIT	2,590.00
121773	FIRE PROTECTION INC	ANNUAL MONITORING FEE/INSPECTI	PUBLIC SAFETY BLDG	529.50
121774	FORSLOF, WALLACE	PERDIEM 12/19-12/21	POLICE TRAINING-FIREARMS	147.50
121775	FRED MEYER	LAB SUPPLIES	WASTE WATER TREATMENT F	185.55
121776	GALLS, LLC	SHIPPING CREDIT	POLICE PATROL	-37.24
	GALLS, LLC	NIK KITS	POLICE PATROL	44.73
	GALLS, LLC	LED FLASHLIGHT	POLICE PATROL	151.21
	GALLS, LLC		POLICE PATROL	151.21
121777	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
121778	HD FOWLER COMPANY	PUMP RELOCATE SUPPLIES	SOURCE OF SUPPLY	138.55
121779	HOME DEPOT	INSPECTION PARTS	STORM DRAINAGE	51.10
	HOME DEPOT	VACUUM	STORM DRAINAGE	161.17
	HOME DEPOT	ADAPTER KIT AND SCREWDRIVERS	WATER SERVICE INSTALL	207.56
121780	ID LABEL	LABELS	POLICE INVESTIGATION	812.98
121781	IMSA	MEMBERSHIP DUES (5)	TRANSPORTATION MANAGEM	425.00
121782	LASTING IMPRESSIONS	VINYL TRANSFERS	UTIL ADMIN	76.37
121783	LES SCHWAB TIRE CTR	REPAIR TIRE	EQUIPMENT RENTAL	42.55
	LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	114.56
121784	LOWES HIW INC	BIT SET AND WALL PLATE	SUNNYSIDE FILTRATION PLAI	26.67
	LOWES HIW INC	LIGHTS	ROADWAY MAINTENANCE	46.57
121785	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	106.81
121786	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE	SEWER LIFT STATION	56.67
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	114.47
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	183.75
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	267.02

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/4/2018 TO 1/4/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121786	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	270.08
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST N	PARK & RECREATION FAC	318.87
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	1,893.78
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	3,192.75
121787	MED-TECH RESOURCE	SAFETY FLARES	POLICE PATROL	1,170.90
121788	MESSERLY, CONNIE	WELLNESS SUPPLIES	PERSONNEL ADMINISTRATIO	8.63
121789	OFFICE DEPOT	OFFICE SUPPLY CREDIT	UTIL ADMIN	-39.23
	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	6.56
	OFFICE DEPOT		UTIL ADMIN	6.86
	OFFICE DEPOT		UTIL ADMIN	10.36
	OFFICE DEPOT		ENGR-GENL	10.36
	OFFICE DEPOT		ENGR-GENL	17.18
	OFFICE DEPOT		POLICE INVESTIGATION	18.23
	OFFICE DEPOT		UTIL ADMIN	19.09
	OFFICE DEPOT		ENGR-GENL	19.09
	OFFICE DEPOT		UTIL ADMIN	22.62
	OFFICE DEPOT		POLICE INVESTIGATION	28.79
	OFFICE DEPOT		UTILITY BILLING	34.36
	OFFICE DEPOT		UTIL ADMIN	37.56
	OFFICE DEPOT		UTIL ADMIN	38.16
	OFFICE DEPOT		WATER QUAL TREATMENT	44.05
	OFFICE DEPOT		UTILITY BILLING	80.13
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	83.31
	OFFICE DEPOT		UTIL ADMIN	83.31
	OFFICE DEPOT		UTIL ADMIN	118.91
	OFFICE DEPOT		POLICE PATROL	129.99
	OFFICE DEPOT		WATER QUAL TREATMENT	150.55
	OFFICE DEPOT		POLICE INVESTIGATION	325.10
	OFFICE DEPOT		WATER QUAL TREATMENT	342.11
	OFFICE DEPOT		OFFICE OPERATIONS	438.52
121790	PACWEST MACHINERY	DRIVE MOTOR	EQUIPMENT RENTAL	822.48
121791	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	67.33
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	105.33
	PETROCARD SYSTEMS		STORM DRAINAGE	140.09
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	327.66
	PETROCARD SYSTEMS		PARK & RECREATION FAC	571.59
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,005.77
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,503.26
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,941.58
	PETROCARD SYSTEMS		POLICE PATROL	7,169.39
121792	PETTY CASH- POLICE	SUPPLIES	POLICE ADMINISTRATION	10.89
	PETTY CASH- POLICE		COMMUNITY SERVICES UNIT	19.62
121793	PETTY CASH- PW	LICENSING AND PARKING	PURCHASING/CENTRAL STOF	6.00
	PETTY CASH- PW		EQUIPMENT RENTAL	10.00
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
121794	PILCHUCK RENTALS	TRIMMER LINE	ROADSIDE VEGETATION	283.66
121795	PLATT ELECTRIC	WIRE STRIPPERS, CONNECTORS AND	MAINT OF GENL PLANT	70.92
	PLATT ELECTRIC	RELAYS	STREET LIGHTING	183.94
121796	PORTLAND PRECISION I	LICENSES	UTIL ADMIN	654.60
	PORTLAND PRECISION I		COMMUNITY DEVELOPMENT-	654.60
	PORTLAND PRECISION I		ENGR-GENL	654.60

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/4/2018 TO 1/4/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121797	PUBLIC SAFETY SELECT	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	800.00
121798	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	17.58
	PUD	ACCT #2027-9116-6	PUMPING PLANT	18.43
	PUD	ACCT #2013-8099-5	PUMPING PLANT	18.60
	PUD	ACCT #2023-7865-9	MAINT OF GENL PLANT	19.08
	PUD	ACCT #2049-3331-1	PUMPING PLANT	20.98
	PUD	ACCT #2006-5074-5	TRANSPORTATION MANAGEM	34.26
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	52.20
	PUD	ACCT #2207-9273-3	STREET LIGHTING	52.51
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	57.23
	PUD	ACCT #2008-2727-7	TRANSPORTATION MANAGEM	61.60
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	61.91
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	67.09
	PUD	ACCT #2021-4311-1	TRANSPORTATION MANAGEM	76.88
	PUD	ACCT #2202-9862-4	STREET LIGHTING	100.57
	PUD	ACCT #2024-6354-3	SEWER LIFT STATION	108.60
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	125.12
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	128.25
	PUD	ACCT #2025-5745-0	STREET LIGHTING	151.69
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT F	161.67
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	197.27
	PUD	ACCT #2208-3888-2	TRAFFIC CONTROL DEVICES	218.33
	PUD	ACCT #2022-9433-6	STREET LIGHTING	224.24
	PUD	ACCT #2025-7232-7	STREET LIGHTING	242.12
	PUD	ACCT #2207-3128-5	STREET LIGHTING	244.25
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	286.98
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	482.65
121799	RAINIER ENVIRONMENT	LAB ANALYSIS	WASTE WATER TREATMENT F	700.00
121800	ROY ROBINSON	SWITCH	EQUIPMENT RENTAL	26.98
	ROY ROBINSON	BRAKE PARTS	ER&R	556.85
	ROY ROBINSON		ER&R	723.55
121801	SEATTLE AUTOMOTIVE D	BATTERIES	ER&R	708.45
121802	SIX ROBBLEES INC	CHAIN RUBBER FOR PLOWS	SNOW & ICE CONTROL	92.17
	SIX ROBBLEES INC	HITCH, MOUNT AND RECIEVER	EQUIPMENT RENTAL	235.84
121803	SNO CO FINANCE	COMPLETE PATROL CAR BUILD UP	EQUIPMENT RENTAL	2,512.01
	SNO CO FINANCE		EQUIPMENT RENTAL	2,586.76
	SNO CO FINANCE		EQUIPMENT RENTAL	2,755.66
	SNO CO FINANCE		EQUIPMENT RENTAL	2,822.13
121804	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	ROADSIDE VEGETATION	90.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	159,762.00
121805	SNO CO TREASURER	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	229.69
121806	SNYDER ROOFING	ROOF LEAK REPAIR	COMMUNITY CENTER	1,053.36
121807	SOLID WASTE SYSTEMS	CYLINDER ASSEMBLY	EQUIPMENT RENTAL	735.83
	SOLID WASTE SYSTEMS	ARMS AND FORKS	ER&R	1,120.42
121808	SONITROL	MONITORING	SUNNYSIDE FILTRATION PLAI	61.33
	SONITROL	SECURITY MONITORING SERVICE	UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	174.72
	SONITROL		SUNNYSIDE FILTRATION PLAI	199.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL	WWTP LAB SERVICE WORK	WASTE WATER TREATMENT F	293.48
	SONITROL	SECURITY MONITORING SERVICE	MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/4/2018 TO 1/4/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121808	SONITROL	SECURITY MONITORING SERVICE	WASTE WATER TREATMENT F	534.76
121809	STANWOOD REDI-MIX	CONCRETE	SIDEWALKS MAINTENANCE	822.07
121810	STATE PATROL	ACCESS USER FEE	OFFICE OPERATIONS	600.00
121811	SUPPLYWORKS	SUPPLY CREDIT	UTIL ADMIN	-86.87
	SUPPLYWORKS		SUNNYSIDE FILTRATION PLAI	-64.26
	SUPPLYWORKS		UTIL ADMIN	-62.73
	SUPPLYWORKS	JANITORIAL SUPPLIES	MAINT OF GENL PLANT	64.26
	SUPPLYWORKS		MAINT OF GENL PLANT	86.87
	SUPPLYWORKS		COURT FACILITIES	177.78
	SUPPLYWORKS		CITY HALL	225.41
	SUPPLYWORKS		MAINT OF GENL PLANT	257.04
	SUPPLYWORKS		MAINT OF GENL PLANT	268.04
	SUPPLYWORKS		PUBLIC SAFETY BLDG	324.62
	SUPPLYWORKS		UTIL ADMIN	351.51
121812	TACOMA SCREW PRODUCT	BROOMS, CABLE TIES AND BATTERI	ER&R	193.77
121813	TULALIP TRIBAL COURT	BAIL POSTED	GENERAL FUND	250.00
121814	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	91.52
121815	VANDERWALKER,M	MILEAGE REIMBURSEMENT	POLICE ADMINISTRATION	51.62
121816	WABO	BUILDING CODE BOOKS	COMMUNITY DEVELOPMENT-	9,824.31
121817	WESTERN PETERBILT	KEY BLANKS	EQUIPMENT RENTAL	59.50
121818	WETLAND RESOURCES	WETLAND MONITORING REPORTS	STORM DRAINAGE	1,260.00
121819	WWCPA	MEMBERSHIP DUES-AKAU	SEWER MAIN COLLECTION	20.00
	WWCPA	MEMBERSHIP DUES-BILLIEU	SEWER MAIN COLLECTION	20.00
	WWCPA	MEMBERSHIP DUES-BROWN	SEWER MAIN COLLECTION	20.00
	WWCPA	MEMBERSHIP DUES-CALLAHAN	GENERAL SERVICES - OVERH	20.00
	WWCPA	MEMBERSHIP DUES-CARY	SEWER MAIN COLLECTION	20.00
	WWCPA	MEMBERSHIP DUES-FREEMAN	UTIL ADMIN	20.00
	WWCPA	MEMBERSHIP DUES-LANCE	SEWER MAIN COLLECTION	20.00
	WWCPA	MEMBERSHIP DUES-LATIMER	UTIL ADMIN	20.00
	WWCPA	MEMBERSHIP DUES-PETEK	UTIL ADMIN	20.00
	WWCPA	MEMBERSHIP DUES-SCHOOLCRAFT	SEWER MAIN COLLECTION	20.00
	WWCPA	MEMBERSHIP DUES-STROPE	UTIL ADMIN	20.00
	WWCPA	MEMBERSHIP DUES-WETZEL	GENERAL SERVICES - OVERH	20.00
121820	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	UTIL ADMIN	26.40
	ZEE MEDICAL SERVICE		STORM DRAINAGE	106.13

WARRANT TOTAL:


265,314.68

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 22, 2018

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 January 3, 2018 claims in the amount of \$1,897,982.99 paid by EFT transactions and Check No. 121731 through 121748 with no Check No.'s voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-1

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,897,982.99 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 121731 THROUGH 121748 WITH NO CHECK NO.'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **22nd DAY OF JANUARY 2018**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/1/2018 TO 1/3/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121731	AMERICAN PUBLIC WORK	MEMBERSHIP & DUES-COOKE	ENGR-GENL	221.00
	AMERICAN PUBLIC WORK	MEMBERSHIP & DUES-LAYCOCK	ENGR-GENL	221.00
121732	DLT SOLUTIONS	AUTODESK AUTO CAD	SEWER MAIN COLLECTION	1,915.28
	DLT SOLUTIONS		WASTE WATER TREATMENT F	1,915.29
	DLT SOLUTIONS		STORM DRAINAGE	1,915.29
121733	EVERETT HERALD	SUBSCRIPTION	POLICE ADMINISTRATION	198.14
121734	IACIS	MEMBERSHIP DUES-MCSHANE	POLICE INVESTIGATION	75.00
121735	ISS-WONDERWARE	WONDERWARE SUPPORT RENEWAL	WATER QUAL TREATMENT	5,890.09
	ISS-WONDERWARE		WASTE WATER TREATMENT F	5,890.09
	ISS-WONDERWARE		WATER RESERVOIRS	6,068.58
121736	LEXIPOL LLC	MANUAL UPDATE	POLICE ADMINISTRATION	4,400.00
121737	LIBERTY MUTUAL	SURETY BOND RENEWAL-GILLINGS	MUNICIPAL COURTS	100.00
121738	LOGIN INC	ANNUAL IACP NET SERVICE ACCESS	POLICE ADMINISTRATION	1,225.00
121739	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	207,936.84
	MARYSVILLE FIRE DIST		FIRE-GENL	633,030.46
121740	PLANNING ASSOCIATION	2018 MEMBERSHIP (5)	COMMUNITY DEVELOPMENT-	450.00
121741	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	GOLF ADMINISTRATION	8,497.25
121742	RAILROAD MANAGEMENT	SEWER PIPELINE #300560	UTIL ADMIN	214.01
	RAILROAD MANAGEMENT	SEWER PIPELINE #301060	UTIL ADMIN	214.01
121743	SUPERION LLC	ANNUAL TECH SUPPORT & SOFTWARE	COMMUNITY DEVELOPMENT-	18,161.04
121744	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	CITY HALL	294.31
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG	294.31
121745	WABO	MEMBERSHIP RENEWAL-DORCAS	COMMUNITY DEVELOPMENT-	185.00
121746	WATCH SYSTEMS	ANNUAL RENEWAL	POLICE INVESTIGATION	500.00
121747	WCIA	LIABILITY & PROPERTY PROGRAM A	ER&R	6,973.34
	WCIA		GOLF COURSE	43,832.40
	WCIA		GARBAGE	72,721.94
	WCIA		CITY STREETS	90,653.38
	WCIA		GENERAL FUND	333,723.72
	WCIA		WATER/SEWER OPERATION	448,286.22
121748	ZETX, INC.	2018 TRAX INVESTIGATIVE TOOL	GENERAL FUND	-180.18
	ZETX, INC.		POLICE INVESTIGATION	2,160.18

WARRANT TOTAL: 1,897,982.99

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 22, 2018

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

Please see attached.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the January 10, 2018 claims in the amount of \$279,944.61 paid by EFT transactions and Check No. 121821 through 121887 with no Check No.'s voided.</p> <p>COUNCIL ACTION:</p>

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-1

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 **\$279,944.61 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 121821 THROUGH 121887 WITH NO CHECK NO.'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **22nd DAY OF JANUARY 2018.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/5/2018 TO 1/10/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121821	AMERICAN POLYGRAPH A	POLYGRAPH DUES-GOLDMAN	POLICE ADMINISTRATION	150.00
121822	ASSN OF WA CITIES	2018 AWC MEMBERSHIP DUES	NON-DEPARTMENTAL	47,030.00
121823	AWWA	WA WATER UTILITIES COUNCIL DUE	UTIL ADMIN	2,500.00
121824	BAKER, JEREMIAH		WATER/SEWER OPERATION	17.69
121825	BEEMAN, DAVID		WATER/SEWER OPERATION	238.21
121826	BRINDLE, DENISE		WATER/SEWER OPERATION	98.33
121827	C & K REAL ESTATE TE		WATER/SEWER OPERATION	525.31
121828	CANDELARIO, GIAGINA		WATER/SEWER OPERATION	170.29
121829	CELLEBRITE USA, INC.	LICENSE RENEWAL	COMPUTER SERVICES	399.00
121830	CITIES & TOWNS	MEMBERSHIP DUES-HIRASHIMA	NON-DEPARTMENTAL	200.00
121831	CIVICPLUS	ANNUAL HOSTING AND SUPPORT FEE	EXECUTIVE ADMIN	5,988.20
121832	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,362.04
121833	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
121834	COOPER, RIYAD		WATER/SEWER OPERATION	20.84
121835	CRISTIANO'S	MEETING LUNCH EXPENSE	EXECUTIVE ADMIN	31.26
121836	DELTA PROPERTY MANAG		GARBAGE	236.87
121837	DITTENBERGER, RICHA		WATER/SEWER OPERATION	78.84
121838	DITTENBERGER, RICHA		WATER/SEWER OPERATION	99.30
121839	DLT SOLUTIONS	AUTODESK AUTO CAD LT 2018 SUBS	COMMUNITY DEVELOPMENT-	346.91
121840	FARMER, RICK & SHION		WATER/SEWER OPERATION	228.24
121841	FINNEY, DAVE		WATER/SEWER OPERATION	139.28
121842	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	53.10
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	53.20
	FRONTIER COMMUNICATI	ACCT #36065771080927115	STREET LIGHTING	54.39
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	54.39
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	54.56
	FRONTIER COMMUNICATI	ACCT #36065809240222175	PUBLIC SAFETY BLDG	59.46
	FRONTIER COMMUNICATI	ACCT #42533599120718175	SUNNYSIDE FILTRATION PLAI	63.95
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	81.98
	FRONTIER COMMUNICATI	ACCT #36065943981121075	PUBLIC SAFETY BLDG	95.70
	FRONTIER COMMUNICATI	ACCT #36065340280125085	CITY HALL	102.83
121843	FU, SHEN CHIN		WATER/SEWER OPERATION	110.00
121844	GOODING, JOSH & KRIS		WATER/SEWER OPERATION	442.35
121845	HAMMONTREE JR, CHARL		WATER/SEWER OPERATION	28.54
121846	HARLOW, KAREN		WATER/SEWER OPERATION	21.10
121847	HOWELL, BEATRICE		WATER/SEWER OPERATION	344.72
121848	JOHNSON, TIA		WATER/SEWER OPERATION	40.16
121849	KESSLER, MILES R		WATER/SEWER OPERATION	811.91
121850	LAKEWOOD SCHOOL DIST	MITIGATION FEES	SCHOOL MIT FEES	24,888.00
121851	MACPHERSON'S PROPERT		WATER/SEWER OPERATION	153.25
121852	MARYSVILLE AWARDS	COUNCIL NAMEPLATES	CITY COUNCIL	44.73
121853	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	10,864.00
121854	MCBRIDE, MICHAEL A		WATER/SEWER OPERATION	250.24
121855	MIRCOVICH, NATHAN &		WATER/SEWER OPERATION	63.64
121856	NATIONAL WASTE	MEMBERSHIP-LATIMER	SOLID WASTE OPERATIONS	160.00
121857	NATL LEAGUE OF CIT	MEMBERSHIP DUES	NON-DEPARTMENTAL	5,401.00
121858	NYAMACHE, GEOFFREY &		WATER/SEWER OPERATION	240.23
121859	OLIPHANT, R L		WATER/SEWER OPERATION	30.52
121860	OTTENBERG, TARA & BR		WATER/SEWER OPERATION	24.19
121861	PARDEE, ALOPE & ABRA		WATER/SEWER OPERATION	7.20
121862	PEREZ, ALFREDO & DAN		WATER/SEWER OPERATION	66.65
	PEREZ, ALFREDO & DAN		WATER/SEWER OPERATION	200.77
121863	PHENGMUANG, PHAY		WATER/SEWER OPERATION	101.87

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/5/2018 TO 1/10/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121864	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT SE	942.15
121865	PUD	CONTRACT #40001209	UTIL ADMIN	436.80
121866	PUD	ACCT #2052-8364-1	STREET LIGHTING	9.08
	PUD	ACCT #2050-2647-6	STREET LIGHTING	11.01
	PUD	ACCT #2045-8436-1	STREET LIGHTING	17.16
	PUD	ACCT #2050-2647-6	STREET LIGHTING	17.21
	PUD	ACCT #2021-7786-1	PUMPING PLANT	18.36
	PUD	ACCT #2045-8436-1	STREET LIGHTING	22.74
	PUD	ACCT #2200-2050-7	STREET LIGHTING	36.13
	PUD	ACCT #2048-2969-1	STREET LIGHTING	53.86
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	69.12
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	72.98
	PUD	ACCT #2025-7611-2	STREET LIGHTING	126.79
	PUD	ACCT #2023-6819-7	PUMPING PLANT	193.38
	PUD	ACCT #2033-4458-5	STREET LIGHTING	203.39
	PUD	ACCT #2200-2051-1	STREET LIGHTING	330.77
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	992.53
	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,474.63
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,624.98
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,409.05
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,437.46
	PUD	ACCT #2028-8209-8	STREET LIGHTING	9,626.80
	PUD		STREET LIGHTING	15,057.30
121867	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	74.61
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	88.02
	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	99.71
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	117.69
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	569.44
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	579.13
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	586.49
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	1,462.37
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	1,988.64
121868	RAILROAD MANAGEMENT	WATER/SEWER PIPELINE CROSSING	UTIL ADMIN	214.01
121869	RAJAN SANKPAL		WATER/SEWER OPERATION	40.40
121870	RAMSEY, CURTIS P & V		WATER/SEWER OPERATION	160.66
121871	ROMBERGER, CHRISTOPH		WATER/SEWER OPERATION	132.40
121872	SAKIN, SADIQA~		WATER/SEWER OPERATION	46.98
121873	SELSOR, PAUL		WATER/SEWER OPERATION	28.81
121874	SNO CO BAR ASSOC	2018 LICENSE RENEWAL-MILLETT	LEGAL - PROSECUTION	125.00
	SNO CO BAR ASSOC	2018 LICENSE RENEWAL-TREACY	LEGAL - PROSECUTION	125.00
121875	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	76.00
	STATE PATROL		OFFICE OPERATIONS	100.00
	STATE PATROL		GENERAL FUND	180.00
121876	STICKNEY, RICHARD		WATER/SEWER OPERATION	237.21
121877	SUTTON, NATHAN		WATER/SEWER OPERATION	29.12
121878	SWANA	MEMBERSHIP-LATIMER	SOLID WASTE OPERATIONS	257.00
121879	TESTA, DEBORAH		WATER/SEWER OPERATION	9.31
121880	TULALIP CHAMBER	2018 MEMBERSHIP DUES-CHAIRMAN	NON-DEPARTMENTAL	2,500.00
121881	VERIZON	AMR LINES	METER READING	254.89
121882	WA STATE BAR ASSOCIA	2018 LICENSE RENEWAL-MILLETT	LEGAL - PROSECUTION	476.50
	WA STATE BAR ASSOCIA	2018 LICENSE RENEWAL-OLIVERS	LEGAL-GENL	476.50
	WA STATE BAR ASSOCIA	2018 LICENSE RENEWAL-TREACY	LEGAL - PROSECUTION	476.50
	WA STATE BAR ASSOCIA	2018 LICENSE RENEWAL-WALKER	LEGAL-GENL	476.50

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 1/5/2018 TO 1/10/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121883	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	121,980.57
121884	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	2,663.43
121885	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
121886	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,256.83
121887	WILLIAMS, MATTHEW T		WATER/SEWER OPERATION	283.97

WARRANT TOTAL: 279,944.61

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

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 22, 2018

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 December 29, 2017 claims in the amount of \$629,602.87 paid by EFT transactions and Check No. 121888 through 122026 with no Check No.'s voided.

COUNCIL ACTION:

BLANKET CERTIFICATION

**CLAIMS
FOR
PERIOD-12**

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 **\$629,602.87 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 121888 THROUGH 122026 WITH NO CHECK NO.'S VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **22nd DAY OF JANUARY 2018**.

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 1/11/2018 TO 1/11/2018**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121889	ACLARA TECHNOLOGIES	RMA UPGRADE AND WARRANTY	WATER/SEWER OPERATION	-33.03
	ACLARA TECHNOLOGIES		WATER SERVICES	395.97
121890	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	81.19
	ADVANTAGE BUILDING S		COMMUNITY CENTER	100.00
	ADVANTAGE BUILDING S		COMMUNITY CENTER	100.00
	ADVANTAGE BUILDING S		COMMUNITY CENTER	300.00
	ADVANTAGE BUILDING S		COMMUNITY CENTER	300.00
	ADVANTAGE BUILDING S		COMMUNITY CENTER	300.00
	ADVANTAGE BUILDING S		COMMUNITY CENTER	350.00
	ADVANTAGE BUILDING S		COMMUNITY CENTER	811.88
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	811.88
	ADVANTAGE BUILDING S		UTIL ADMIN	811.88
	ADVANTAGE BUILDING S		COURT FACILITIES	1,217.81
	ADVANTAGE BUILDING S		CITY HALL	1,217.81
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,623.74
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG	1,794.25
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,653.43
121891	ALFYS PIZZA	BASKETBALL EXPENSE	RECREATION SERVICES	27.59
121892	ALPHA COURIER INC	COURIER SERVICE	WASTE WATER TREATMENT F	89.90
121893	AMERICAN FOREST MNGM	ARBORIST SERVICES	UTIL ADMIN	465.00
121894	ANDERSON FIREPLACE	STOVE SERVICE	PARK & RECREATION FAC	174.55
121895	ANIMAL CARE CENTER	K-9 FOOD	K9 PROGRAM	178.25
121896	APS, INC.	POSTAGE INK CARTRIDGES	POLICE PATROL	501.86
121897	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	71.34
	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	121.23
121898	BALLEW, JAMES B	EMPLOYEE APPRECIATION LUNCH RE	PERSONNEL ADMINISTRATIOI	221.72
121899	BEECK, CASSANDRA	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
121900	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	51,561.37
121901	BLUE MARBLE ENV	WASTE REDUCTION RECYCLING PROG	RECYCLING OPERATION	3,906.96
121902	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
121903	BOYD, RAE	INMATE MEDICAL SERVICES	DETENTION & CORRECTION	4,900.00
121904	CADMAN MATERIALS INC	ASPHALT	ROADWAY MAINTENANCE	210.79
121905	CALVIN, JENNIFER	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
121906	CAPITAL ONE COMMERC	SUPPLY REIMBURSEMENT	TRANSPORTATION MANAGEM	26.10
	CAPITAL ONE COMMERC		PARK & RECREATION FAC	43.62
	CAPITAL ONE COMMERC		PERSONNEL ADMINISTRATIOI	80.67
	CAPITAL ONE COMMERC		WASTE WATER TREATMENT F	135.12
	CAPITAL ONE COMMERC		CITY COUNCIL	172.07
	CAPITAL ONE COMMERC		DETENTION & CORRECTION	314.72
	CAPITAL ONE COMMERC		SUNNYSIDE FILTRATION PLA	329.22
	CAPITAL ONE COMMERC		PUBLIC SAFETY BLDG	360.02
121907	CARDWELL, IRATXE	INTERPRETER SERVICE	COURTS	100.00
	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
121908	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT F	12,638.26
	CASCADE COLUMBIA		WASTE WATER TREATMENT F	12,900.21
121909	CENTRAL WELDING SUPP	JACKETS	ER&R	301.99
	CENTRAL WELDING SUPP		ER&R	452.98
	CENTRAL WELDING SUPP	RAIN GEAR, VESTS, RAKES AND GL	ER&R	1,187.13
121910	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,046.65

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 1/11/2018 TO 1/11/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121911	CODE PUBLISHING	LEGAL AD	CITY CLERK	1,086.18
121912	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	51.34
121913	COPIERS NORTHWEST	PRINTER/COPIER CHARGES	COMMUNITY CENTER	60.60
	COPIERS NORTHWEST		GENERAL SERVICES - OVERF	104.07
	COPIERS NORTHWEST		WASTE WATER TREATMENT F	125.12
	COPIERS NORTHWEST		PROBATION	136.38
	COPIERS NORTHWEST		LEGAL - PROSECUTION	142.55
	COPIERS NORTHWEST		UTILITY BILLING	171.28
	COPIERS NORTHWEST		CITY CLERK	191.05
	COPIERS NORTHWEST		FINANCE-GENL	191.05
	COPIERS NORTHWEST		EXECUTIVE ADMIN	195.26
	COPIERS NORTHWEST		ENGR-GENL	299.75
	COPIERS NORTHWEST		POLICE INVESTIGATION	362.55
	COPIERS NORTHWEST		DETENTION & CORRECTION	492.50
	COPIERS NORTHWEST		PARK & RECREATION FAC	562.39
	COPIERS NORTHWEST		PERSONNEL ADMINISTRATIOI	593.42
	COPIERS NORTHWEST		UTIL ADMIN	596.33
	COPIERS NORTHWEST		COMMUNITY DEVELOPMENT-	770.07
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,052.22
121914	CRIMINAL JUSTICE	RECORDS TRAINING	POLICE TRAINING-FIREARMS	170.00
121915	CTS LANGUAGE LINK	INTERPRETER SERVICES	LEGAL - PROSECUTION	3.80
121916	DATA QUEST LLC	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	50.00
121917	DICKS TOWING	TOWING EXPENSE-MP17-66473	POLICE PATROL	43.64
121918	DONALDSON, BRENDA	REIMBURSE 2018 WSDOT SPEC BOOK	UTIL ADMIN	54.46
	DONALDSON, BRENDA		COMMUNITY DEVELOPMENT-	81.69
	DONALDSON, BRENDA		TRANSPORTATION MANAGEM	108.88
	DONALDSON, BRENDA		ENGR-GENL	136.12
121919	DUNLAP INDUSTRIAL	BED MOUNTED VISE	EQUIPMENT RENTAL	641.31
121920	E&E LUMBER	FENCING MATERIAL	PUBLIC SAFETY BLDG	14.36
	E&E LUMBER	NAIL SET AND REBAR	SOURCE OF SUPPLY	57.72
	E&E LUMBER	BROOM, DUST PAN AND GLOVES	SUNNYSIDE FILTRATION PLA	66.95
	E&E LUMBER	ICE MELT	PARK & RECREATION FAC	68.02
	E&E LUMBER	WALL REPAIR SUPPLIES	PARK & RECREATION FAC	122.63
121921	ECOLOGY, DEPT. OF	BIOOILDS PERMIT #BA0022497	UTIL ADMIN	3,428.65
121922	EN POINTE TECHNOLOGI	SOFTWARE LICENSES AND MDC'S	POLICE INVESTIGATION	0.01
	EN POINTE TECHNOLOGI		COMMUNITY SERVICES UNIT	88.63
	EN POINTE TECHNOLOGI		GENERAL SERVICES - OVERF	88.63
	EN POINTE TECHNOLOGI		OFFICE OPERATIONS	88.63
	EN POINTE TECHNOLOGI		POLICE PATROL	177.27
	EN POINTE TECHNOLOGI	SOFTWARE LICENSES	UTIL ADMIN	341.14
	EN POINTE TECHNOLOGI		UTIL ADMIN	682.29
	EN POINTE TECHNOLOGI	SOFTWARE LICENSES AND MDC'S	POLICE INVESTIGATION	716.13
	EN POINTE TECHNOLOGI		POLICE PATROL	1,074.20
	EN POINTE TECHNOLOGI		COMPUTER SERVICES	8,779.11
121923	ENTERPRISE, DEPT OF	ADMINISTRATIVE FEE	POLICE ADMINISTRATION	900.00
121924	EVERETT STAMP WORKS	ELECTRICAL INSPECTION APPROVAL	COMMUNITY DEVELOPMENT-	1,567.06
121925	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	297.00
	EVERETT, CITY OF		WASTE WATER TREATMENT F	847.50
121926	FASTENAL COMPANY	FASTENERS	PARK & RECREATION FAC	87.03
121927	FEDEX	SHIPPING EXPENSE	TRANSPORTATION MANAGEM	7.65
	FEDEX		SUNNYSIDE FILTRATION PLA	15.18
	FEDEX		WASTE WATER TREATMENT F	48.04
	FEDEX		TRANSPORTATION MANAGEM	272.73

**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>
121928	FELDMAN & LEE P.S.	PUBLIC DEFENDER	PUBLIC DEFENSE	42,000.00
121929	FINLEY, JOSEPH	REIMBURSE MILEAGE	COMPUTER SERVICES	155.10
121930	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	48.53
	FRONTIER COMMUNICATI		POLICE PATROL	48.53
	FRONTIER COMMUNICATI		CITY HALL	48.53
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	48.53
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	48.53
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	48.53
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	97.07
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	97.07
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	97.07
	FRONTIER COMMUNICATI		COMMUNITY CENTER	97.07
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	97.07
	FRONTIER COMMUNICATI		UTILITY BILLING	145.60
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	194.13
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	242.67
	FRONTIER COMMUNICATI		UTIL ADMIN	324.62
121931	GARMIRE IRON WORKS	COVERS FOR CAST BASES	STREET LIGHTING	518.23
121932	GENUINE AUTO GLASS	REPLACE WINDSHIELD	EQUIPMENT RENTAL	518.23
121933	GLOBALSTAR INC.	PHONE SERVICE	COMMUNICATION CENTER	97.18
121934	GOBLE SAMPSON ASSOC	AERATOR	WASTE WATER TREATMENT F	15,068.49
121935	GRACE NOTES STUDIO	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
121936	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	267.12
	GRANITE CONST		WATER SERVICE INSTALL	267.12
	GRANITE CONST		ROADWAY MAINTENANCE	340.85
	GRANITE CONST		ROADWAY MAINTENANCE	440.60
	GRANITE CONST		ROADWAY MAINTENANCE	646.36
	GRANITE CONST		ROADWAY MAINTENANCE	685.98
	GRANITE CONST		ROADWAY MAINTENANCE	873.51
121937	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	972.45
121938	GRIFFEN, CHRIS	PUBLIC DEFENDER	PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		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
121939	GYURKOVICS, SANDRA	CABLE REIMBURSEMENT	COMPUTER SERVICES	38.17
	GYURKOVICS, SANDRA	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	85.55
	GYURKOVICS, SANDRA	SPEAKER REIMBURSEMENT	COMPUTER SERVICES	109.09
	GYURKOVICS, SANDRA	CABLE REIMBURSEMENT	MUNICIPAL COURTS	288.56
121940	HAGGEN INC.	RECEPTION SUPPLIES	CITY COUNCIL	207.26
121941	HARBOR MARINE MAINT.	ANTENNA CONVERTERS AND CLIPS	EQUIPMENT RENTAL	58.72
121942	HD FOWLER COMPANY	METER	WATER SERVICE INSTALL	427.54
	HD FOWLER COMPANY	METER COVERS AND RISERS	WATER SERVICE INSTALL	564.76
121943	HDR ENGINEERING	PROFESSIONAL SERVICES	GMA - STREET	83,063.46
121944	HERC RENTALS INC	KUBOTA RENTAL	GOLF ADMINISTRATION	685.63
	HERC RENTALS INC		GOLF ADMINISTRATION	1,371.26
121945	HERITAGE BANK	RETAINAGE ON PAY ESTIMATE #2	SURFACE WATER CAPITAL PF	951.93
	HERITAGE BANK		WATER CAPITAL PROJECTS	4,304.54
121946	JUDD & BLACK	SCREEN	PUBLIC SAFETY BLDG	47.06
121947	KAISER PERMANENTE	DOT PHYSICALS	GENERAL SERVICES - OVERF	190.00
121948	KING, SHERRY JO	PRO-TEM SERVICES	MUNICIPAL COURTS	740.00

CITY OF MARYSVILLE INVOICE LIST

FOR INVOICES FROM 1/11/2018 TO 1/11/2018

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121949	KROHNE INC	FLOW METER CALIBRATION	WASTE WATER TREATMENT F	2,144.50
121950	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	270.00
121951	LASTING IMPRESSIONS	BASKETBALL CAMP TSHIRTS	RECREATION SERVICES	319.60
121952	LIGHT BRIGADE	FIBER OPTIC TRAINING-DEAVER	CITY STREETS	-145.15
	LIGHT BRIGADE		TRANSPORTATION MANAGEM	1,740.15
121953	MARYSVILLE AWARDS	PLAQUE ENGRAVING	PERSONNEL ADMINISTRATIO	10.91
	MARYSVILLE AWARDS	PENNANTS	CITY COUNCIL	54.55
	MARYSVILLE AWARDS	PLAQUES	CITY COUNCIL	199.98
121954	MARYSVILLE PRINTING	BUSINESS CARDS	LEGAL - PROSECUTION	106.29
121955	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	22.66
	MARYSVILLE, CITY OF	UTILITY SEVICE-60 STATE AVE	MAINT OF GENL PLANT	39.13
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & I5	PARK & RECREATION FAC	61.55
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	71.94
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	112.03
	MARYSVILLE, CITY OF	UTILTY SERVICE-1218 1ST ST # F	PUBLIC SAFETY BLDG	118.32
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	118.50
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	147.26
	MARYSVILLE, CITY OF	UTILITY SERVICE-1218 1ST ST OF	PUBLIC SAFETY BLDG	156.37
	MARYSVILLE, CITY OF	UTILITY SEVICE-1510 1ST ST	GMA - STREET	158.81
	MARYSVILLE, CITY OF	UTILITY SERVICE-1624 1ST ST	GMA - STREET	184.09
	MARYSVILLE, CITY OF	UTILTY SERVICE-1526 1ST ST	GMA - STREET	189.25
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	199.03
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	200.25
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-1529 3RD ST IR	WATER SERVICES	225.18
	MARYSVILLE, CITY OF	UTILITY SERVICE-519 & 523 DELT	NON-DEPARTMENTAL	240.40
	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	GOLF ADMINISTRATION	267.02
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	652.78
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	670.47
	MARYSVILLE, CITY OF	UTILITY SERVICE-6810 84TH ST N	GOLF ADMINISTRATION	763.02
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	CITY HALL	777.17
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY SEVICE-7007 GROVE ST	GOLF ADMINISTRATION	1,096.10
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	1,146.30
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	1,954.60
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,904.68
121956	MCAVOY LAW, PLLC	PUBLIC DEFENDER	PUBLIC DEFENSE	150.00
121957	MIRANDA, ESTHER	MILEAGE REIMBURSEMENT	COMPUTER SERVICES	15.42
121958	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	ENGR-GENL	6.55
	MOBILEGUARD, INC.		COMMUNITY DEVELOPMENT-	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.		OFFICE OPERATIONS	13.10
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	13.10
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	13.10
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	19.65
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	19.65
	MOBILEGUARD, INC.		PARK & RECREATION FAC	19.65
	MOBILEGUARD, INC.		GENERAL SERVICES - OVERF	19.65
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	19.65
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	26.20

**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>
121958	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	STORM DRAINAGE	26.20
	MOBILEGUARD, INC.		YOUTH SERVICES	32.75
	MOBILEGUARD, INC.		POLICE INVESTIGATION	58.95
	MOBILEGUARD, INC.		WASTE WATER TREATMENT F	58.95
	MOBILEGUARD, INC.		UTIL ADMIN	58.95
	MOBILEGUARD, INC.		DETENTION & CORRECTION	72.05
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	85.15
	MOBILEGUARD, INC.		COMPUTER SERVICES	88.30
	MOBILEGUARD, INC.		POLICE PATROL	281.65
121959	MOUNTAIN MIST	WATER COOLER RENTAL/BOTTLED WA	SEWER MAIN COLLECTION	12.94
	MOUNTAIN MIST		WASTE WATER TREATMENT F	12.95
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	12.95
	MOUNTAIN MIST		WASTE WATER TREATMENT F	17.89
	MOUNTAIN MIST		SEWER MAIN COLLECTION	17.89
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	17.90
121960	NAVIA BENEFIT	FLEX PLAN FEES	PERSONNEL ADMINISTRATIOI	58.10
121961	NESS & CAMPBELL CRAN	CRANE SERVICE	WASTE WATER TREATMENT F	859.71
121962	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,428.80
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	4,697.41
121963	NORTHWESTERN AUTO	REPAIR ACCIDENT DAMAGE #V038	EQUIPMENT RENTAL	1,828.71
121964	OAKES, PAT	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
121965	OFFICE DEPOT	OFFICE SUPPLIES	UTIL ADMIN	2.99
	OFFICE DEPOT		ENGR-GENL	3.00
	OFFICE DEPOT		UTIL ADMIN	3.54
	OFFICE DEPOT		ENGR-GENL	3.54
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	6.97
	OFFICE DEPOT		UTIL ADMIN	10.90
	OFFICE DEPOT		POLICE PATROL	15.71
	OFFICE DEPOT		UTIL ADMIN	16.10
	OFFICE DEPOT		UTIL ADMIN	19.55
	OFFICE DEPOT		ENGR-GENL	19.55
	OFFICE DEPOT		POLICE INVESTIGATION	23.99
	OFFICE DEPOT		UTIL ADMIN	34.20
	OFFICE DEPOT		ENGR-GENL	34.20
	OFFICE DEPOT		WATER SERVICE INSTALL	38.17
	OFFICE DEPOT		POLICE INVESTIGATION	54.07
	OFFICE DEPOT		CRIME PREVENTION	67.42
	OFFICE DEPOT		LEGAL-GENL	82.34
	OFFICE DEPOT		EQUIPMENT RENTAL	93.80
	OFFICE DEPOT		WATER SERVICE INSTALL	104.71
	OFFICE DEPOT		POLICE PATROL	150.14
121966	PACIFIC POWER BATTER	BATTERY PACKS	PUBLIC SAFETY BLDG	31.97
121967	PACWEST MACHINERY	MOUNTING PLATES	EQUIPMENT RENTAL	205.04
121968	PART WORKS INC, THE	MOUNT CREDIT	PARK & RECREATION FAC	-148.95
	PART WORKS INC, THE	BUBBLER CARTRIDGES	PARK & RECREATION FAC	95.71
	PART WORKS INC, THE	LIFT STATION AND METER PARTS	SEWER LIFT STATION	562.33
	PART WORKS INC, THE		WATER CROSS CNTL	562.33
121969	PARTS STORE, THE	FLOOR JACK	WASTE WATER TREATMENT F	218.19
	PARTS STORE, THE	RELAYS, SOAP AND CLEANER	ER&R	352.60
121970	PB LOADER CORP	GATE VALVE, SHUT OFF VALVE AND	ER&R	-73.07
	PB LOADER CORP		EQUIPMENT RENTAL	876.04
121971	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	163.20
	PEACE OF MIND		CITY CLERK	252.80

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
121972	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	32.56
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	72.91
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	146.95
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	160.24
	PETROCARD SYSTEMS		PARK & RECREATION FAC	232.59
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,215.25
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	2,679.42
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,493.61
	PETROCARD SYSTEMS		POLICE PATROL	6,091.64
121973	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	40.87
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	43.27
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	46.89
	PGC INTERBAY LLC		MAINTENANCE	46.90
	PGC INTERBAY LLC		PRO-SHOP	55.61
	PGC INTERBAY LLC		PRO-SHOP	71.81
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	91.54
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	93.37
	PGC INTERBAY LLC		MAINTENANCE	95.21
	PGC INTERBAY LLC		MAINTENANCE	121.93
	PGC INTERBAY LLC		PRO-SHOP	126.69
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	194.16
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	205.00
	PGC INTERBAY LLC		PRO-SHOP	217.06
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	290.32
	PGC INTERBAY LLC		MAINTENANCE	290.97
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	313.82
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	318.30
	PGC INTERBAY LLC		PRO-SHOP	380.00
	PGC INTERBAY LLC		MAINTENANCE	425.49
	PGC INTERBAY LLC		MAINTENANCE	523.71
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	540.51
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	543.65
	PGC INTERBAY LLC		MAINTENANCE	913.86
	PGC INTERBAY LLC		GOLF COURSE	1,210.50
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	4,322.31
	PGC INTERBAY LLC		MAINTENANCE	7,068.67
121974	PILCHUCK RENTALS	BOOM LIFT RENTAL	ROADWAY MAINTENANCE	1,892.88
121975	PIONEER SANDS LLC	SILICA SAND	WATER/SEWER OPERATION	-900.45
	PIONEER SANDS LLC		WASTE WATER TREATMENT F	10,795.45
121976	PLATT ELECTRIC	WALL ANCHORS	PUMPING PLANT	3.13
121977	POSTAL SERVICE	POSTAGE	COMMUNITY DEVELOPMENT-	131.55
	POSTAL SERVICE		UTIL ADMIN	382.25
121978	PUBLIC SAFETY TESTIN	SUBSCRIPTION FEES	PERSONNEL ADMINISTRATIO	848.00
121979	PUD	ACCT #2213-0349-8	STREET LIGHTING	34.63
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	61.76
	PUD	ACCT #2008-0070-4	STREET LIGHTING	64.14
	PUD	ACCT #2022-2076-0	GOLF ADMINISTRATION	65.01
	PUD	ACCT #2010-4638-0	PARK & RECREATION FAC	234.95
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	1,128.95
121980	PUGET SOUND SECURITY	KEYS MADE	EQUIPMENT RENTAL	43.86
121981	RAVE WIRELESS INC	ANNUAL FEES	EXECUTIVE ADMIN	12,000.00
121982	REED, KAREN	RFA FACILITATION	NON-DEPARTMENTAL	536.25
121983	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	SOURCE OF SUPPLY	1,214.63

**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>
121983	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER DIST MAINS	1,441.22
121984	RICHARD, MICHAEL	MICROSCOPIC EXAM OF SAMPLES	WASTE WATER TREATMENT F	350.00
121985	RICOH USA, INC.	PRINTER/COPIER CHARGES	OFFICE OPERATIONS	13.40
	RICOH USA, INC.		PROPERTY TASK FORCE	49.80
	RICOH USA, INC.		WASTE WATER TREATMENT F	93.12
	RICOH USA, INC.		PROBATION	102.07
	RICOH USA, INC.		POLICE PATROL	202.99
121986	RICOH USA, INC.		PROPERTY TASK FORCE	75.04
	RICOH USA, INC.		PROPERTY TASK FORCE	75.04
	RICOH USA, INC.		WASTE WATER TREATMENT F	196.18
	RICOH USA, INC.		WASTE WATER TREATMENT F	196.18
	RICOH USA, INC.		POLICE PATROL	261.15
	RICOH USA, INC.		POLICE PATROL	261.15
121987	ROY ROBINSON	HEADLIGHT ASSEMBLIES	EQUIPMENT RENTAL	1,770.08
121988	ROZZANO, MARA JEAN	PRO-TEM SERVICES	MUNICIPAL COURTS	370.00
121989	RUSDEN, JOHN		MUNICIPAL COURTS	740.00
	RUSDEN, JOHN		MUNICIPAL COURTS	1,295.00
121990	RUTLEDGE, KATHERINE	RENTAL DEPOSIT REFUND	GENERAL FUND	250.00
121991	SAFEWAY INC.	MEETING/TRAINING SUPPLIES	UTIL ADMIN	7.99
	SAFEWAY INC.		UTIL ADMIN	10.91
121992	SASE COMPANY INC	SHAFTS	SMALL ENGINE SHOP	152.59
	SASE COMPANY INC	SIDEWALK GRINDER	SIDEWALKS MAINTENANCE	5,825.94
121993	SHERWIN WILLIAMS	PAINT AND SUPPLIES	MAINT OF GENL PLANT	393.41
121994	SHRED-IT US	MONTHLY SHREDDING SERVICES	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US		COMMUNITY DEVELOPMENT-	4.56
	SHRED-IT US		LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
121995	SIX ROBBLEES INC	HITCH, MOUNT , RECEIVER AND PI	EQUIPMENT RENTAL	237.14
	SIX ROBBLEES INC	HITCH, RECEIVER AND PINS	EQUIPMENT RENTAL	237.14
121996	SNO CO FINANCE	COMPLETE BUILD UP V045, P187 &	EQUIPMENT RENTAL	3,336.71
	SNO CO FINANCE		EQUIPMENT RENTAL	3,336.72
	SNO CO FINANCE		EQUIPMENT RENTAL	4,253.67
121997	SNO CO PUBLIC WORKS	RR6051 AID AGREEMENT	TRAFFIC CONTROL DEVICES	155.14
121998	SNO CO TOURISM BURE	HOTEL/MOTEL REIMBURSEMENT	HOTEL/MOTEL TAX	2,000.00
121999	SNO CO TREASURER	SRDTF JAG GRANT CONTRIBUTION	DRUG ENFORCEMENT	4,265.00
122000	SOLID WASTE SYSTEMS	BACK UP CAMERAS	ER&R	1,207.51
122001	SONITROL	SECURITY MONITORING SERVICES	UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	174.72
	SONITROL		SUNNYSIDE FILTRATION PLAT	199.00
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT F	534.76
	SONITROL	CONFIDENCE TESTING AND INSPECT	UTIL ADMIN	811.65
122002	SOUND PUBLISHING	LEGAL ADS	GMA - STREET	60.81
	SOUND PUBLISHING		GMA - STREET	105.46
	SOUND PUBLISHING		GMA - STREET	121.62
122003	SOUND SAFETY	OVERALLS-AKAU	PARK & RECREATION FAC	93.23
122004	SPRINGBROOK NURSERY	TRUCK RENTAL	SEWER MAIN COLLECTION	291.66
	SPRINGBROOK NURSERY		WATER RESERVOIRS	291.67
	SPRINGBROOK NURSERY		ROADWAY MAINTENANCE	291.67

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
122005	SRV CONSTRUCTION	PAY ESTIMATE #2	SURFACE WATER CAPITAL PF	18,086.62
	SRV CONSTRUCTION		WATER CAPITAL PROJECTS	89,620.52
122006	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	52.96
	STAPLES		MUNICIPAL COURTS	57.09
	STAPLES		STORM DRAINAGE	73.26
	STAPLES		MUNICIPAL COURTS	151.76
	STAPLES		COMMUNITY DEVELOPMENT-	226.60
	STAPLES		PERSONNEL ADMINISTRATIOI	344.36
122007	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIOI	132.00
122008	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	199.47
	SUBURBAN PROPANE		PARK & RECREATION FAC	1,012.63
122009	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIOI	619.50
	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATIOI	4,103.90
122010	SUPERIOR SOLE WELDIN	HITCH INSERT	PARK & RECREATION FAC	58.37
122011	TESSCO INC	ANTENNAS AND CABLES	ER&R	205.68
	TESSCO INC		ER&R	437.59
122012	TRAFFIC SAFETY SUPPL	TRAFFIC SAFETY SUPPLIES	TRANSPORTATION MANAGEM	25,754.21
122013	TRIVAN TRUCK BODY	CUSTOM BUILT ALUMINUM BODY	EQUIPMENT RENTAL	21,642.17
122014	TULALIP CHAMBER	2017 BREW & CIDER GRANT REIMBU	HOTEL/MOTEL TAX	5,030.00
122015	USA BLUEBOOK	GAUGE	WASTE WATER TREATMENT F	99.97
122016	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	401.94
122017	VCA ANIMAL MEDICAL	ANIMAL CASE #MP17-66596	COMMUNITY SERVICES UNIT	100.00
122018	VEHICLE EQUIPMENT SO	EXHAUST FANS AND INSTALLATION	MAINT OF GENL PLANT	18,830.66
122019	WA AUDIOLOGY SRVCS	DATA ENTRY	EXECUTIVE ADMIN	20.00
122020	WASTE MANAGEMENT	SHARPS WASTE LATE FEE	STORM DRAINAGE	2.66
	WASTE MANAGEMENT	SHARPS WASTE	STORM DRAINAGE	89.82
122021	WATERISAC	MEMBERSHIP DUES (3)	UTIL ADMIN	1,999.00
122022	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	152.26
122023	WEED GRAAFSTRA	LEGAL SERVICES	GMA - STREET	140.00
	WEED GRAAFSTRA		GMA - STREET	140.00
122024	WESTERN SYSTEMS	REPAIR CLARY PRODUCT	STREET LIGHTING	381.71
122025	WHITE CAP CONSTRUCT	BROOM, TUBES AND PAINT BRUSH	ROADWAY MAINTENANCE	148.09
122026	WOODMANSEE, LAUREN	REIMBURSE SPECIAL EVENT SUPPLY	OPERA HOUSE	4.36
	WOODMANSEE, LAUREN		GOLF ADMINISTRATION	104.83

WARRANT TOTAL:		<u>621,858.64</u>
WIRE #121888	DEPT OF REVENUE	7744.23
		<u>629,602.87</u>

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/22/18

AGENDA ITEM:	
Verizon Wireless Franchise	
PREPARED BY:	DIRECTOR APPROVAL:
Colin Olivers	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
Application, Proposed Franchise	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

Seattle SMSA Limited Partnership (dba “Verizon Wireless”) has approached the City for a franchise to install wireless communications facilities within the City rights-of-way. Legal staff worked off an existing telecommunications franchise and updated and added language to conform to current practices and to accommodate wireless facilities. From this updated starting point, City staff and Verizon Wireless have negotiated the attached franchise.

The Franchise, along with the municipal code sets the overall relationship between the City and Verizon Wireless. For individual installations, Verizon Wireless still must satisfy municipal code requirements and must obtain a right-of-way permit and, if the facility will occupy the surface of the right-of-way, a site specific agreement with the City. Verizon Wireless has identified one proposed location at this time, but has not yet begun the siting process. The agreement is effective for an initial term ending December 31, 2022 and will automatically renew for an additional five years unless either party elects for the franchise to terminate. The proposed franchise is substantially similar to the recently approved franchises to Wave and Verizon Fiber.

RECOMMENDED ACTION:

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



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

FRANCHISE APPLICATION TO CONSTRUCT, OPERATE, AND MAINTAIN A WIRELESS COMMUNICATION FACILITY IN THE CITY OF MARYSVILLE

1. Name, mailing address, phone and fax numbers, and e-mail address of the Applicant:

Phone: _____

Fax: _____

Email: _____

2. Name, title, mailing address, phone number, fax number, and e-mail address of the Applicant’s authorized representative who may be contacted by the City regarding this Application:

Phone: _____

Fax: _____

Email: _____

3. Applicant’s Marysville business license number: _____

All contractors and subcontractors of the Applicant doing business in Marysville must also obtain a City business license.

4. Attach a resume detailing the prior history of the Applicant and the Applicant’s expertise in the Wireless Communication Facility (“WCF”) field.

5. Attach information demonstrating the Applicant’s legal, technical, and financial ability to construct, operate and maintain the proposed system.

6. Attach information identifying any and all partners, general and limited, of the Applicant,

if a partnership; members, if a limited liability company; or percentage of stock owned or controlled by each stockholder having a 5% or greater interest, if a corporation.

7. Attach a list of directors, officers, and key employees of the Applicant, together with a description of the background of all such persons.
8. Attach a list of the names and addresses of any parent entity or subsidiary of the Applicant or any other business entity owning or controlling the Applicant in whole or in part, or owned or controlled in whole or in part by the Applicant.
9. Attach a description of the proposed franchise sought by the Applicant and information relating to the characteristics and location of the proposed WCF.
10. Will the Applicant sell or lease capacity, conduit, fiber, or other facilities to any other person or entity? Yes No
11. If the answer to Question 10 was “Yes,” please explain, in an attachment hereto, the nature of the use by other persons or entities.
12. If the Applicant intends to provide services to residences, businesses, or others within the City, please explain the nature of the services and provide a general description of the intended customers.
-
-
-
-
13. Attach a map showing the proposed WCF locations throughout the City. Use colors and a legend to show the following: (1) the infrastructure that is proposed in the Application, (2) where overhead facilities will be installed, (3) where surface facilities will be installed, and (4) to the extent known at the time of filing this Application, the facilities that are planned for the City. If the map is too small to show the information clearly, the Applicant will be required to supply a larger map.
14. Describe the sizes, types, and number of facilities that will be installed as part of the construction proposed in the Application.
15. In order to minimize the impact of the Applicant’s proposed construction, has the Applicant:

- Checked pending applications and recently granted permits in the City to determine whether the opportunity to construct using joint trench or share facilities is available?
- Checked right of way resurfacing schedules?

16. Attach a proposed construction and service schedule.

The Applicant agrees to provide all other information reasonably requested by the City.

I declare under penalty of perjury, under the laws of the State of Washington, that the foregoing information is true and correct.

Name of Applicant: _____

By: _____

Authorized Representative's Signature

Date

Printed Name: _____

Printed Title: _____

Please submit the completed Application to the City Clerk, City of Marysville, 1049 State Ave., Marysville, WA 98270. Per Marysville Municipal Code Section 5.73.060, this Application must be accompanied by a \$5,000 application fee.



Authorized Agent

To Whom This May Concern:

This letter is to confirm that Odelia Pacific Corporation is hereby an authorized agent to submit applicable land-use, building and/or franchise permit applications on behalf of Verizon Wireless.

Please accept this letter as confirmation of agent status.

Lelah Vaga

Print Name

Signature

Real Estate Specialist

Title

1-9-2017

Date

Additional Questions - Marysville Franchise Application

4. Attach a resume detailing the prior history of the Applicant and the Applicant's expertise in the Wireless Communication Facility ("WCF") field.

Seattle SMSA Limited Partnership d/b/a Verizon Wireless has been a nationwide communications provider for over 15 years and holds Federal Communications Commission (FCC) licenses to provide wireless communication services throughout Washington State. Verizon Wireless has many operating wireless telecommunication facilities within the City of Marysville. Verizon Wireless is a registered business with the State of Washington (UBI No. 600546159). Please see the attached copies of Verizon Wireless's FCC licenses.

5. Attach information demonstrating the Applicant's legal, technical, and financial ability to construct, operate and maintain the proposed system.

Verizon Wireless is authorized by their FCC licenses to construct, operate, and maintain their proposed wireless communication facilities.

6. Attach information identifying any and all partners, general and limited, of the Applicant, if a partnership; members, if a limited liability company; or percentage of stock owned or controlled by each stockholder having a 5% or greater interest, if a corporation.

Seattle SMSA Limited Partnership d/b/a Verizon Wireless is a limited partnership. Verizon Wireless is a publicly traded company listed on the New York Stock Exchange and the NASDAQ Global Select Market.

Detailed information can be found at: <http://www.verizon.com/about/our-company>

7. Attach a list of directors, officers, and key employees of the Applicant, together with a description of the background of all such persons.

The requested information can be found at: <http://www.verizon.com/about/our-company>

8. Attach a list of the names and addresses of any parent entity or subsidiary of the Applicant or any other business entity owning or controlling the Applicant in whole or in part, or owned or controlled in whole or in part by the Applicant.

Seattle SMSA Limited Partnership d/b/a Verizon Wireless is a subsidiary of Verizon Communications Inc.

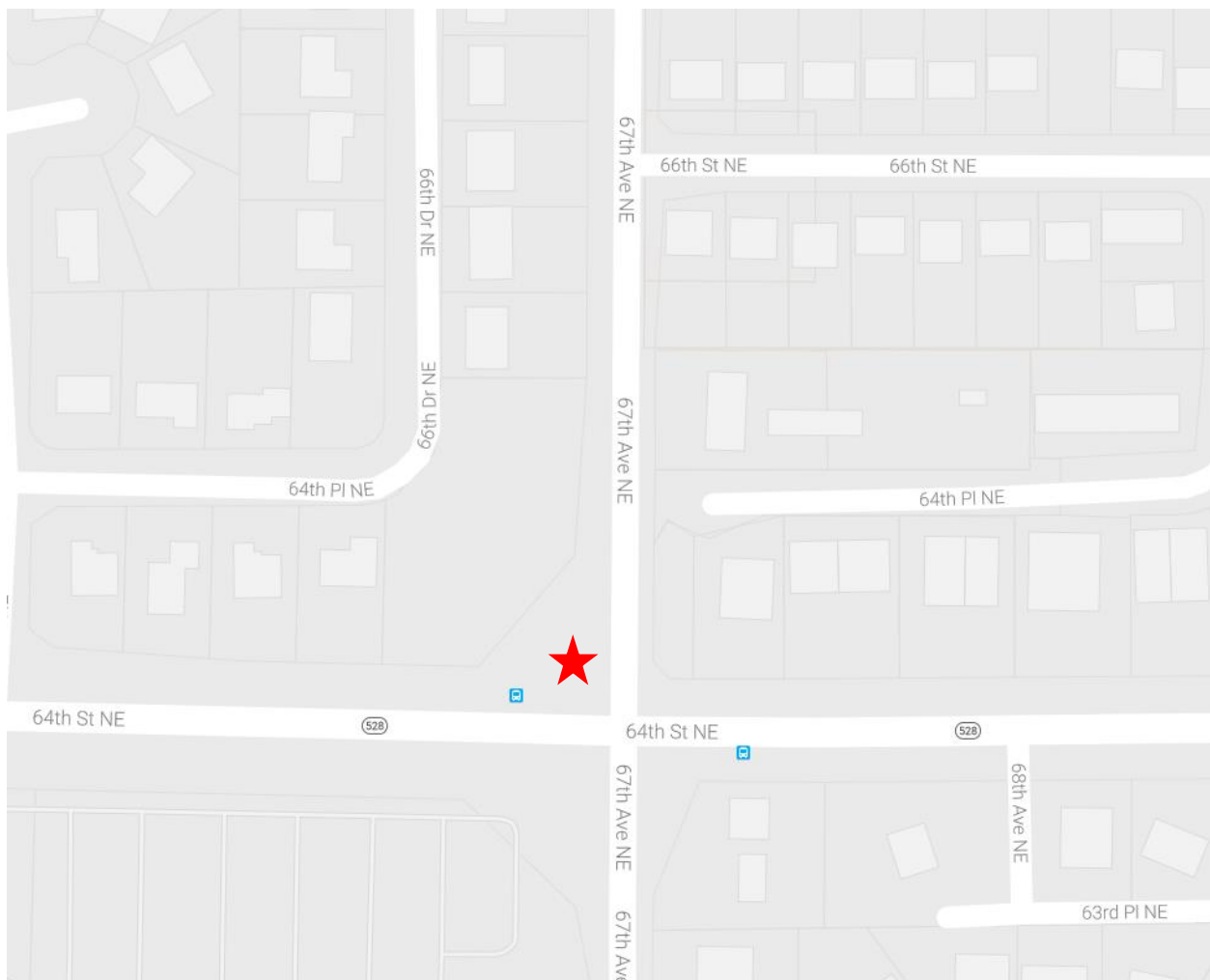
Detailed information can be found at: <http://www.verizon.com/about/our-company>

Attach a description of the proposed franchise sought by the Applicant and information relating to the characteristics and location of the proposed WCF.

Verizon Wireless is seeking a franchise agreement with the City of Marysville for locating wireless telecommunication facilities (both macro and small cells) within the right-of-way onto existing right-of-way (ROW) infrastructure (i.e. utility poles and light structures).

13. Attach a map showing the proposed WCF locations throughout the City. Use colors and a legend to show the following: (1) the infrastructure that is proposed in the Application, (2) where overhead facilities will be installed, (3) where surface facilities will be installed, and (4) to the extent known at the time of filing this Application, the facilities that are planned for the City. If the map is too small to show the information clearly, the Applicant will be required to supply a larger map.

At this time, the SEA STP site is the only proposed site to be located within the right-of-way (ROW). Please see the attached copy of the survey which provides more detailed information about the SEA STP site. Please see the below map which shows the proposed location.



For the SEA STP site, Verizon Wireless is proposing to install antennas and associated axillary equipment onto a replacement SnoPUD pole and locate two (2) equipment cabinets nearby within the ROW. The proposed height increase will adhere to code requirements which limits utility pole height increases to the sum of the height of the wireless antenna(s) and necessary equipment, plus the minimum vertical separation distance as required by the utility agency.

14. Describe the sizes, types, and number of facilities that will be installed as part of the construction proposed in the Application.

At this time, Verizon Wireless has one (1) macro site proposed within the right-of-way (ROW) to be located on a Snohomish County PUD (SnoPUD) pole. This site is called SEA STP and is proposed to be located corner of 64th Street NE (Hwy 528) and 67th Ave. NE. Verizon Wireless is proposing to attached antennas to the SnoPUD pole and locate two (2) equipment cabinets within the ROW.

Additionally, Verizon Wireless hopes to have small cell sites proposed within the City of Marysville by Summer 2017.

16. Attach a proposed construction and service schedule.

At this time, Verizon Wireless expects to start construction on the SEA STP by early 2018.

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
 CELLCO PARTNERSHIP
 5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
 ALPHARETTA, GA 30022

Call Sign WQVP237	File Number
Radio Service AT - AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date 04-08-2015	Effective Date 11-01-2016	Expiration Date 04-08-2027	Print Date
Market Number BEA170	Channel Block J	Sub-Market Designator 0	
Market Name Seattle-Tacoma-Bremerton, WA			
1st Build-out Date 04-08-2021	2nd Build-out Date 04-08-2027	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

NONE

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
 CELLCO PARTNERSHIP
 5055 NORTH POINT PKWY NP2NE NETWORK ENGINEERING
 ALPHARETTA, GA 30022

Call Sign WQJQ694	File Number
Radio Service WU - 700 MHz Upper Band (Block C)	

FCC Registration Number (FRN): 0003290673

Grant Date 11-26-2008	Effective Date 01-06-2017	Expiration Date 06-13-2019	Print Date
Market Number REA006	Channel Block C	Sub-Market Designator 0	
Market Name West			
1st Build-out Date 06-13-2013	2nd Build-out Date 06-13-2019	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

This authorization is conditioned upon compliance with section 27.16 of the Commission's rules

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: VERIZON WIRELESS (VAW) LLC

ATTN: REGULATORY
 VERIZON WIRELESS (VAW) LLC
 5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
 ALPHARETTA, GA 30022

Call Sign WQGD676	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003800307

Grant Date 12-18-2006	Effective Date 11-04-2016	Expiration Date 12-18-2021	Print Date
Market Number CMA020	Channel Block A	Sub-Market Designator 0	
Market Name Seattle-Everett, WA			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: VERIZON WIRELESS (VAW) LLC

Call Sign: WQGD676

File Number:

Print Date:

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Preferred
Copy

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: VERIZON WIRELESS (VAW) LLC

ATTN: REGULATORY
 VERIZON WIRELESS (VAW) LLC
 5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
 ALPHARETTA, GA 30022

Call Sign WQGB232	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003800307

Grant Date 11-29-2006	Effective Date 11-04-2016	Expiration Date 11-29-2021	Print Date
Market Number BEA170	Channel Block B	Sub-Market Designator 0	
Market Name Seattle-Tacoma-Bremerton, WA			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: VERIZON WIRELESS (VAW) LLC

ATTN: REGULATORY
 VERIZON WIRELESS (VAW) LLC
 5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
 ALPHARETTA, GA 30022

Call Sign WQCX698	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003800307

Grant Date 06-11-2015	Effective Date 11-04-2016	Expiration Date 06-20-2025	Print Date
Market Number BTA413	Channel Block C	Sub-Market Designator 4	
Market Name Seattle-Tacoma, WA			
1st Build-out Date 06-20-2010	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: VERIZON WIRELESS (VAW) LLC

ATTN: REGULATORY
 VERIZON WIRELESS (VAW) LLC
 5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
 ALPHARETTA, GA 30022

Call Sign WPOI202	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003800307

Grant Date 06-11-2015	Effective Date 11-04-2016	Expiration Date 06-23-2025	Print Date
Market Number MTA024	Channel Block A	Sub-Market Designator 7	
Market Name Seattle			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: VERIZON WIRELESS (VAW) LLC

ATTN: REGULATORY
 VERIZON WIRELESS (VAW) LLC
 5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
 ALPHARETTA, GA 30022

Call Sign WPOH985	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003800307

Grant Date 06-11-2015	Effective Date 11-04-2016	Expiration Date 06-23-2025	Print Date
Market Number MTA024	Channel Block A	Sub-Market Designator 7	
Market Name Seattle			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: SEATTLE SMSA LIMITED PARTNERSHIP

ATTN: REGULATORY
SEATTLE SMSA LIMITED PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign KNKA215	File Number
Radio Service CL - Cellular	
Market Numer CMA020	Channel Block B
Sub-Market Designator 0	

FCC Registration Number (FRN): 0001581305

Market Name
Seattle-Everett, WA

Grant Date	Effective Date	Expiration Date	Five Yr Build-Out Date	Print Date
08-26-2014	11-01-2016	10-01-2024		

Site Information:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
4	47-26-08.0 N	122-28-08.0 W	118.0	41.2	1030720

Address: 10505 S.W. 188 ST.

City: VASHON ISLAND **County:** KING **State:** WA **Construction Deadline:**

Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	116.800	124.500	109.100	129.300	139.500	94.400	83.200	80.000
Transmitting ERP (watts)	2.570	7.580	9.100	7.410	2.690	0.450	0.100	0.450
Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	116.800	124.500	109.100	129.300	139.500	94.400	83.200	80.000
Transmitting ERP (watts)	0.100	0.100	0.530	1.070	0.980	0.980	1.250	0.560
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	116.800	124.500	109.100	129.300	139.500	94.100	83.200	80.100
Transmitting ERP (watts)	21.340	7.930	0.890	0.100	0.100	0.660	6.440	21.340

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
5	47-49-13.3 N	122-16-44.5 W	131.1	50.9	

Address: 3303 196TH PLACE S.W.

City: LYNNWOOD County: SNOHOMISH State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	14.500	75.200	55.300	103.100	105.800	91.300	132.100	128.800
Transmitting ERP (watts)	121.400	13.010	0.530	0.380	0.410	0.780	1.060	43.080
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	14.500	75.200	55.300	103.100	105.800	91.300	132.100	128.800
Transmitting ERP (watts)	0.710	25.300	98.430	15.960	0.410	0.450	0.360	0.540
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	14.500	75.200	55.300	103.100	105.800	91.300	132.100	128.800
Transmitting ERP (watts)	0.300	0.170	0.250	0.370	9.560	44.460	10.670	0.240

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
16	47-27-01.4 N	121-41-26.4 W	47.5	48.5	

Address: 2.92 MILES SOUTHEAST OF

City: TANNER County: KING State: WA Construction Deadline:

Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-251.200	207.700	-468.800	-483.900	-294.100	-106.700	-15.900	380.400
Transmitting ERP (watts)	12.490	0.990	0.420	0.420	1.540	18.480	157.280	136.980
Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-252.300	206.800	-469.700	-484.800	-295.000	-107.700	-16.800	379.400
Transmitting ERP (watts)	1.960	23.580	152.220	264.520	148.750	22.000	1.790	0.530

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	47-40-05.4 N	122-22-50.5 W	21.3	27.4	

Address: 1801 NW MARKET ST

City: SEATTLE County: KING State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	8.300	-2.400	-2.400	9.100	-9.400	27.300	27.500	26.000
Transmitting ERP (watts)	51.070	19.420	3.080	0.260	0.140	1.120	8.880	36.160

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	47-40-05.4 N	122-22-50.5 W	21.3	27.4	

Address: 1801 NW MARKET ST

City: SEATTLE County: KING State: WA Construction Deadline:

Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	2.800	-7.900	-7.900	3.600	-14.900	21.800	22.000	20.500
Transmitting ERP (watts)	1.960	13.220	39.920	35.580	9.580	1.290	0.120	0.160
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	2.800	-7.900	-7.900	3.600	-14.900	21.800	22.000	20.500
Transmitting ERP (watts)	0.100	0.100	0.100	0.100	2.070	14.300	4.220	0.100

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
25	47-51-34.0 N	121-51-49.0 W	111.3	49.7	1034750

Address: 27408 OWENS ROAD

City: MONROE County: SNOHOMISH State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-63.800	-182.200	105.500	-406.300	-66.800	-30.900	109.200	4.500
Transmitting ERP (watts)	52.510	117.550	295.270	104.770	58.780	104.770	295.270	117.550

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
30	47-46-37.0 N	122-19-31.0 W	103.9	53.3	1058264

Address: 205 NE 205TH ST.

City: SEATTLE County: KING State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	62.800	34.500	71.000	85.800	68.600	128.400	115.500	132.600
Transmitting ERP (watts)	41.060	15.610	2.470	0.210	0.110	0.900	7.140	29.070
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	62.800	34.500	71.000	85.800	68.600	128.400	115.500	132.600
Transmitting ERP (watts)	0.290	1.970	5.940	5.290	1.420	0.190	0.100	0.100
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	62.800	34.500	71.000	85.800	68.600	128.400	115.500	132.600
Transmitting ERP (watts)	0.100	0.100	0.100	0.610	3.110	6.810	3.830	0.760

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
36	47-36-45.4 N	122-17-43.5 W			
Address: 1126 Martin Luther King Way					
City: Seattle County: KING State: WA Construction Deadline:					
Antenna: 1 Azimuth (from true north)	0	45	90	135	180 225 270 315
Antenna Height AAT (meters)	30.000	55.800	35.300	30.000	30.000 62.300 80.400 67.700
Transmitting ERP (watts)	20.000	20.000	20.000	20.000	20.000 20.000 20.000 20.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
38	47-31-02.0 N	121-54-17.3 W	301.1	60.0	
Address: 33010 SE 99TH					
City: SNOQUALMIE County: KING State: WA Construction Deadline:					
Antenna: 4 Azimuth (from true north)	0	45	90	135	180 225 270 315
Antenna Height AAT (meters)	312.200	115.800	-130.600	-274.800	-56.900 8.000 40.700 175.200
Transmitting ERP (watts)	58.740	7.740	0.590	0.130	0.130 0.340 3.010 31.550
Antenna: 5 Azimuth (from true north)	0	45	90	135	180 225 270 315
Antenna Height AAT (meters)	312.500	116.100	-130.300	-274.500	-56.600 8.300 41.000 175.500
Transmitting ERP (watts)	1.000	12.020	77.630	134.900	75.860 11.220 0.910 0.270
Antenna: 6 Azimuth (from true north)	0	45	90	135	180 225 270 315
Antenna Height AAT (meters)	312.500	116.100	-130.300	-274.500	-56.600 8.300 41.000 175.500
Transmitting ERP (watts)	0.720	0.100	0.100	0.410	4.170 16.600 19.950 7.590

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
47	47-49-58.4 N	121-34-46.4 W	606.9	35.7	
Address: 1.2 MILES NW OF					
City: INDEX County: SNOHOMISH State: WA Construction Deadline:					
Antenna: 4 Azimuth (from true north)	0	45	90	135	180 225 270 315
Antenna Height AAT (meters)	-335.700	-345.800	-227.400	392.000	-2790.00 15.100 431.000 164.200
Transmitting ERP (watts)	4.080	0.380	11.160		0 36.860 80.710
			87.550	20.320	3.920
Antenna: 5 Azimuth (from true north)	0	45	90	135	180 225 270 315
Antenna Height AAT (meters)	-335.700	-345.800	-227.400	392.000	-279.900 15.100 431.000 164.200
Transmitting ERP (watts)	12.930	1.200	35.320	277.070	64.310 12.390 116.660 255.430

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
58	47-16-58.4 N	122-18-44.4 W	85.3	37.5	

Address: INTERSECTION SR 161 & S 356TH STREET

City: FEDERAL WAY County: KING State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	29.200	39.200	59.300	9.700	60.300	55.500	70.100	88.100
Transmitting ERP (watts)	13.800	4.790	0.720	0.100	0.100	0.390	2.880	11.220
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	29.300	39.200	59.300	9.700	60.300	55.500	70.100	88.100
Transmitting ERP (watts)	0.790	5.010	14.130	10.960	2.690	0.350	0.100	0.100
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	29.200	39.200	59.300	9.700	60.300	55.500	70.100	88.100
Transmitting ERP (watts)	0.150	0.100	0.170	1.580	7.760	15.140	7.590	1.410

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
61	47-55-33.0 N	122-14-34.0 W	167.6	49.7	1031124

Address: 709 80TH ST. S.W.

City: EVERETT County: SNOHOMISH State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	192.100	178.500	171.900	68.200	76.500	145.700	169.000	193.900
Transmitting ERP (watts)	67.980	1.030	0.200	0.200	0.200	0.200	0.820	15.940
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	193.900	180.300	173.700	70.100	78.400	147.500	170.800	195.800
Transmitting ERP (watts)	10.080	54.130	81.930	41.060	5.290	0.410	0.170	0.820
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	193.900	180.300	173.700	70.100	78.400	147.500	170.800	195.800
Transmitting ERP (watts)	6.250	0.510	0.150	0.560	6.700	43.250	75.160	42.270

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
67	47-24-40.4 N	122-01-45.4 W	146.3	54.6	

Address: 23235 S.E. 212TH

City: MAPLE VALLEY County: KING State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	107.600	-167.900	-95.600	-23.600	44.100	83.700	69.800	79.200
Transmitting ERP (watts)	63.090	8.130	0.630	0.260	1.260	15.490	83.170	125.890
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	106.900	-168.500	-96.200	-24.200	43.500	83.100	69.200	78.500
Transmitting ERP (watts)	31.620	128.820	31.620	2.290	0.290	0.250	0.260	2.340
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	106.900	-168.500	-96.200	-24.200	43.500	83.100	69.200	78.500
Transmitting ERP (watts)	0.200	0.200	2.140	21.880	87.100	81.280	16.980	1.550

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
69	47-38-54.4 N	122-08-37.4 W	115.2	12.5	

Address: 4205 148th Avenue N.E.

City: Bellevue County: KING State: WA Construction Deadline:

Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	86.000	55.400	20.300	24.700	-29.400	92.500	109.400	66.400
Transmitting ERP (watts)	8.560	3.250	0.520	0.100	0.100	0.190	1.490	6.060
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	86.000	55.400	20.300	24.700	-29.400	92.500	109.400	66.400
Transmitting ERP (watts)	0.380	2.580	7.800	6.960	1.870	0.250	0.100	0.100
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	86.000	55.400	20.300	24.700	-29.400	92.500	109.400	66.400
Transmitting ERP (watts)	0.120	0.100	0.100	0.800	4.100	8.960	5.040	1.010

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
82	47-12-14.4 N	121-47-44.4 W	1328.9	54.3	

Address: (Grass Mtn) GRASS MOUNTAIN RADIO TOWER

City: GREEN WATER County: KING State: WA Construction Deadline:

Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	818.800	630.400	389.100	661.800	624.000	828.300	933.200	792.800
Transmitting ERP (watts)	0.100	0.100	4.800	13.220	0.470	0.140	0.100	0.100
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	818.800	630.400	389.100	661.800	624.000	828.300	933.200	792.800
Transmitting ERP (watts)	0.100	0.100	2.520	14.720	20.960	15.410	2.960	0.100

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
84	47-23-41.4 N	121-27-10.3 W	728.2	62.2	1030990

Address: 66825 S.E. 229TH WAY

City: North Bend County: KING State: WA Construction Deadline:

Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-195.400	-638.500	-296.200	-100.200	-437.400	-256.000	-9.200	-347.000
Transmitting ERP (watts)	137.560	84.820	14.400	1.990	0.280	0.740	6.140	51.110
Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-195.400	-638.500	-296.200	-100.200	-437.400	-256.000	-9.200	-347.000
Transmitting ERP (watts)	3.990	0.710	0.470	0.600	5.910	61.830	235.090	45.840

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
85	47-45-24.1 N	121-05-32.9 W	1570.9	45.7	1236198

Address: Skyline Ridge Highway 2 USFS (SE1710)

City: Skykomish County: CHELAN State: WA Construction Deadline:

Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	299.600	551.000	157.000	24.100	131.500	478.700	313.700	485.200
Transmitting ERP (watts)	15.000	44.150	53.330	47.090	55.840	41.400	11.800	2.970

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
87	47-38-22.4 N	122-23-57.5 W	45.7	14.0	

Address: 3214 WEST MCGRAW STREET

City: SEATTLE County: KING State: WA Construction Deadline:

Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	42.300	-2.100	26.300	30.400	38.300	55.600	36.100	58.700
Transmitting ERP (watts)	7.860	3.680	0.700	0.100	0.100	0.110	0.840	4.030

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
91	48-19-29.0 N	121-41-32.0 W	1344.2	47.8	

Address: 48187 SEGELSON RD

City: DARIRNGTON County: SKAGIT State: WA Construction Deadline:

Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	544.300	937.900	963.400	962.800	716.200	1024.300	381.100	462.000
Transmitting ERP (watts)	73.050	36.610	2.420	0.680	0.680	0.680	3.580	38.340
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	544.300	937.900	963.400	962.800	716.200	1024.300	381.100	462.000
Transmitting ERP (watts)	0.960	1.540	7.910	9.130	7.840	2.010	0.960	0.960
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	544.300	937.900	963.400	962.800	716.200	1024.300	381.100	462.000
Transmitting ERP (watts)	0.960	0.960	0.960	1.540	7.910	9.130	7.840	2.010

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
92	47-41-40.4 N	121-20-15.4 W	1019.6	44.2	1046476

Address: Natl Forest Dev Rd 6840 - 11.7mi E & S & W & N fr

City: Skykomish County: KING State: WA Construction Deadline: 06-16-2010

Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	137.600	-150.400	21.900	33.800	-425.300	-40.900	137.700	397.400
Transmitting ERP (watts)	104.950	15.880	1.550	0.980	2.460	25.180	144.870	276.040
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	137.600	-150.400	21.900	33.800	-425.300	-40.900	137.700	397.400
Transmitting ERP (watts)	52.600	282.470	447.690	148.240	19.540	2.460	0.980	4.800

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
93	47-35-41.4 N	122-02-00.4 W	166.4	48.2	

Address: 1906 228th Street SE

City: Sammamish County: KING State: WA Construction Deadline: 06-16-2010

Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	74.000	118.800	59.200	-3.600	94.500	40.600	169.300	159.800
Transmitting ERP (watts)	211.790	59.510	3.340	0.960	0.960	0.960	7.240	100.640
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	74.000	118.800	59.200	-3.600	94.500	40.600	169.300	159.800
Transmitting ERP (watts)	1.210	59.380	401.440	366.120	23.100	1.920	0.960	0.960
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	74.000	118.800	59.200	-3.600	94.500	40.600	169.300	159.800
Transmitting ERP (watts)	1.370	0.960	0.960	3.460	58.260	42.760	57.030	2.030

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
94	47-28-08.0 N	121-49-21.0 W	984.5	82.3	1036090

Address: (RATTLESNAKE) 4.5 KM SW

City: NORTH BEND County: KING State: WA Construction Deadline: 07-22-2010

Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	826.500	587.000	622.000	521.000	571.300	698.800	704.500	732.500
Transmitting ERP (watts)	4.350	7.830	0.960	0.960	0.960	0.960	0.960	0.960
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	826.500	587.000	622.000	521.000	571.300	698.800	704.500	1037.300
Transmitting ERP (watts)	0.960	0.960	0.960	5.730	6.400	0.960	0.960	0.960
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	826.500	587.000	622.000	521.000	571.300	698.800	704.500	732.500
Transmitting ERP (watts)	0.960	0.960	0.960	0.960	0.960	0.960	3.240	0.960

Licensee Name: SEATTLE SMSA LIMITED PARTNERSHIP

Call Sign: KNKA215

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
95	48-10-44.0 N	122-07-04.8 W	108.2	57.9	1279175

Address: (Arlington Heights) 20213 OLD BURN ROAD

City: ARLINGTON **County:** SNOHOMISH **State:** WA **Construction Deadline:** 02-08-2013

Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-47.900	-41.300	-210.400	40.400	36.700	82.800	93.900	67.200
Transmitting ERP (watts)	77.700	4.830	0.790	0.790	0.790	15.510	161.940	262.250
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-47.900	-41.300	-210.400	40.400	36.700	82.800	93.900	67.200
Transmitting ERP (watts)	44.500	268.150	262.050	38.760	1.070	0.790	0.790	1.280
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	-47.900	-41.300	-210.400	40.400	36.700	82.800	93.900	67.200
Transmitting ERP (watts)	0.790	0.790	0.790	13.950	58.240	70.040	23.880	2.120

Control Points:

Control Pt. No. 1

Address: 500 W. Dove Road

City: Southlake **County:** TARRANT **State:** TX **Telephone Number:** (800)264-6620

Waivers/Conditions:

THIS AUTHORIZATION IS SUBJECT TO THE CONDITION THAT, IN THE EVENT THAT CELLULAR SYSTEMS USING THE SAME FREQUENCY BLOCK AS GRANTED HEREIN ARE AUTHORIZED IN ADJACENT TERRITORY IN CANADA, COORDINATION OF ANY OF THE LICENSEE'S TRANSMITTER INSTALLATIONS WHICH ARE WITHIN 45 MILES OF THE U.S. CANADA BORDER SHALL BE REQUIRED TO ELIMINATE ANY HARMFUL INTERFERENCE THAT MIGHT OTHERWISE EXIST AND TO INSURE CONTINUANCE OF EQUAL ACCESS TO THE FREQUENCY BLOCK BY BOTH COUNTRIES.

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

EASEMENTS

THE FOLLOWING EASEMENTS FROM THE REFERENCED TITLE REPORT CONTAIN SUFFICIENT INFORMATION TO BE DEPICTED ON THE PLAN. OTHER EASEMENTS OR ENCUMBRANCES, IF ANY, MAY AFFECT THE PROPERTY, BUT LACK SUFFICIENT INFORMATION TO BE SHOWN.

- 2 7' UTILITY EASEMENT, PER PLAT RECORDING NO. 8307295001, RECORDS OF SNOHOMISH COUNTY - SHOWN
- 3 MATTERS CONTAINED IN DECLARATION OF COVENANTS, RECORDING NO. 8309020071, RECORDS OF SNOHOMISH COUNTY - DOCUMENT CONTAINS INSUFFICIENT INFORMATION TO LOCATE HEREON, NOT SHOWN

LEGAL DESCRIPTION

LOT 110, 111 AND 112, PLAT OF SUNCREST TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGES 120 AND 121, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

LATITUDE/LONGITUDE POSITION

COORDINATE DATA AT CENTER OF SUBJECT UTILITY POLE:
 NAD 83
 LAT - 48°03'13.57" N NAVD 88
 LONG - 122°08'27.71" W ELEV.= 111.2 FEET

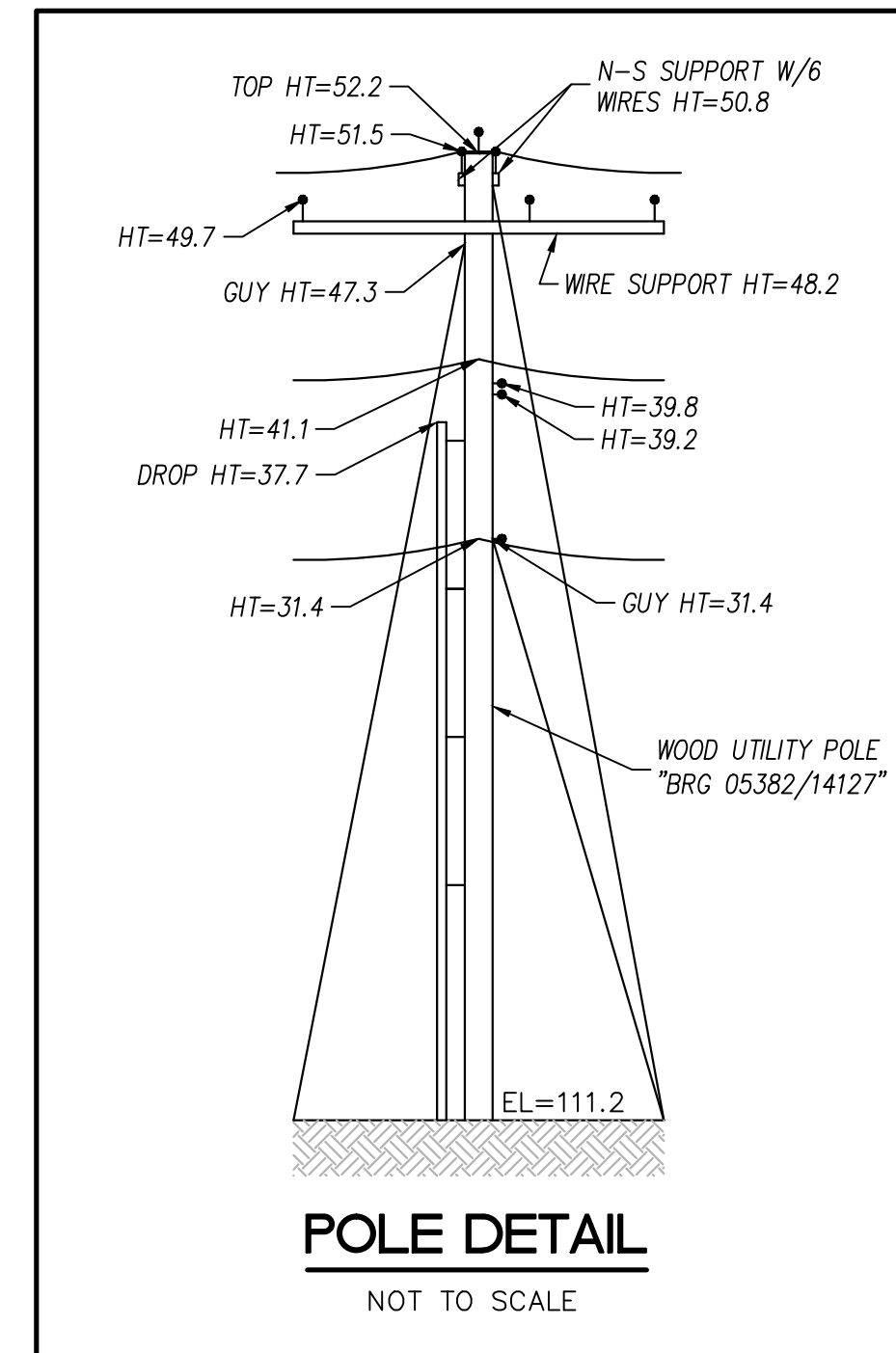


BENCHMARK IS "SSHO"
 NGS GPS CORRS STATION.
 ELEV = 322.1'

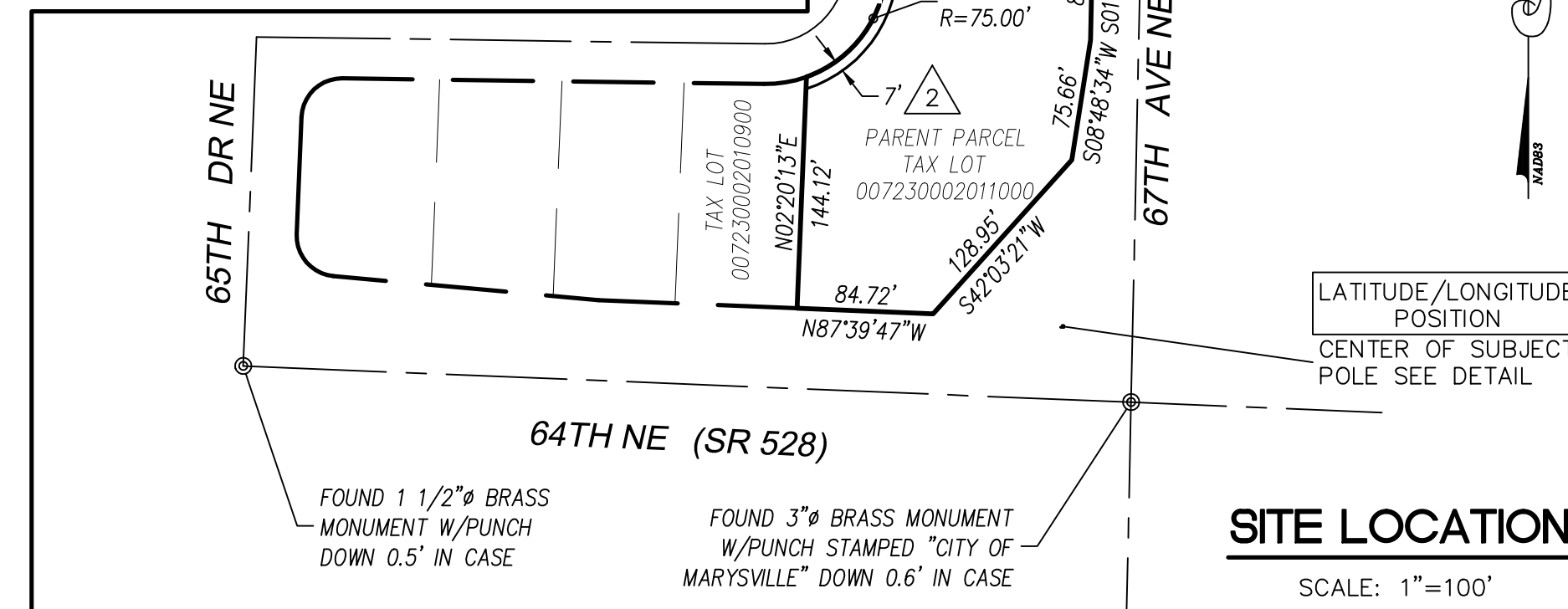
ELEVATION DERIVED USING GPS. ACCURACY MEETS OR EXCEEDS 1A STANDARDS AS DEFINED ON THE FAA ASAC INFORMATION SHEET 91:003.

NOTES

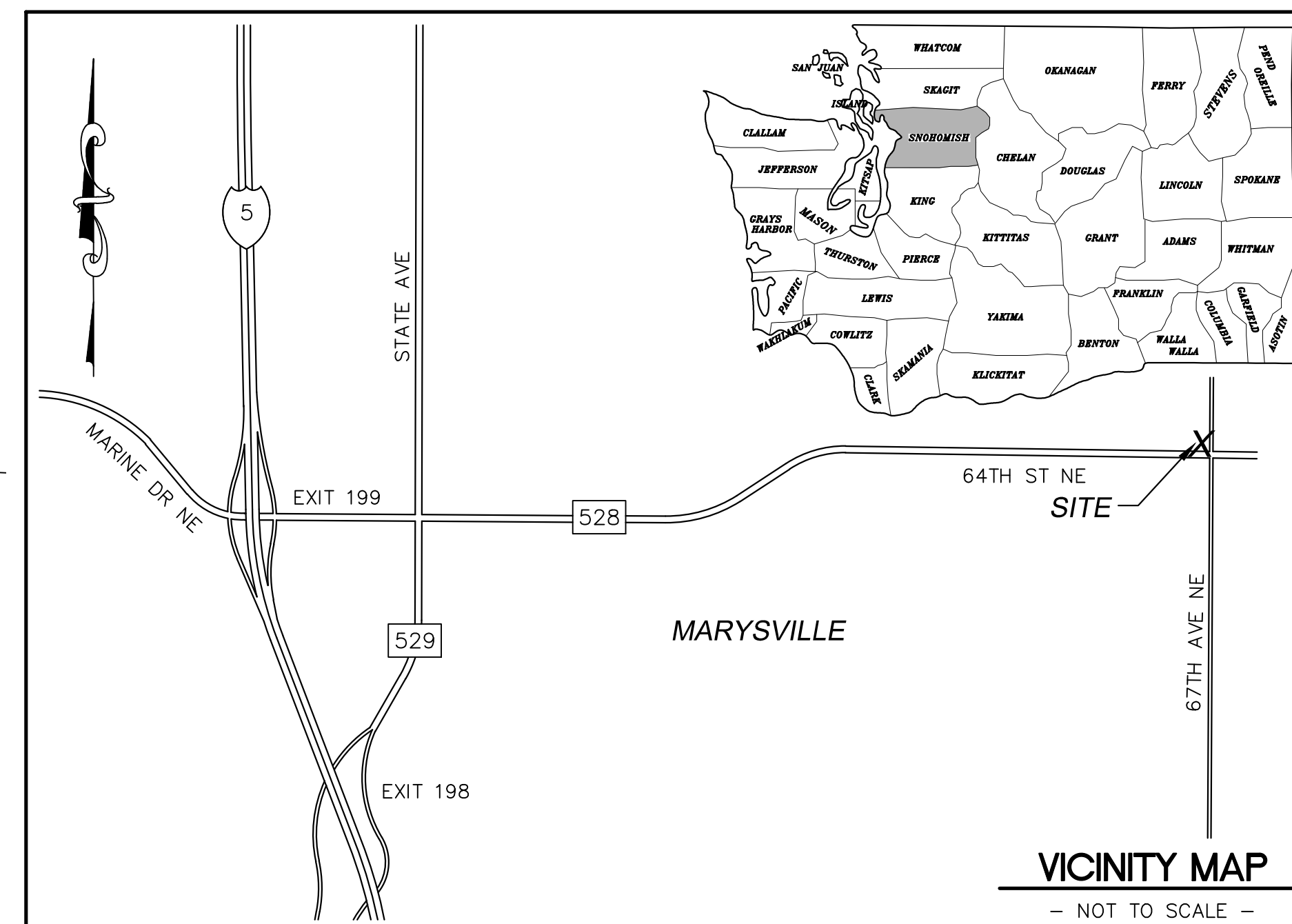
- 1) TITLE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. 2775726, EFFECTIVE DATE NOVEMBER 9, 2016.
- 2) FIELD WORK CONDUCTED IN DECEMBER, 2016.
- 3) BASIS OF BEARING: WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD83).
- 4) UNDERGROUND UTILITIES SHOWN HEREON, IF ANY, WERE DELINEATED FROM SURFACE EVIDENCE AND/OR UTILITY COMPANY RECORDS. CRITICAL LOCATIONS SHOULD BE VERIFIED PRIOR TO DESIGN AND CONSTRUCTION.
- 5) FEMA DESIGNATION: ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), PANEL 717 OF 1575, FIRM MAP NUMBER 53061C0717F, EFFECTIVE DATE SEPTEMBER 16, 2005.



POLE DETAIL
NOT TO SCALE



SITE LOCATION
SCALE: 1"=100'



VICINITY MAP
- NOT TO SCALE -

LEGEND

- SUBJECT BOUNDARY LINE
- - - RIGHT-OF-WAY CENTERLINE
- - - RIGHT-OF-WAY LINE
- ADJACENT BOUNDARY LINE
- SECTIONAL BREAKDOWN LINE
- DP --- OVERHEAD POWER LINE
- UP --- BURIED POWER LINE
- G --- BURIED GAS LINE
- OT --- OVERHEAD TELEPHONE LINE
- UT --- BURIED TELEPHONE LINE
- W --- BURIED WATER LINE
- SS --- BURIED SANITARY SEWER
- SD --- BURIED STORM DRAIN
- - - - - DITCH LINE/FLOW LINE
- ROCK RETAINING WALL
- VEGETATION LINE
- CHAIN LINK FENCE
- WOOD FENCE
- BARBED WIRE/WIRE FENCE
- △ TRANSFORMER
- ⊗ LIGHT STANDARD
- ⊠ POWER VAULT
- ⊞ UTILITY BOX
- ⊟ UTILITY POLE
- ⊞ POLE GUY WIRE
- ⊞ GAS VALVE
- ⊞ GAS METER
- ⊞ TELEPHONE VAULT
- ⊞ TEL. MANHOLE
- ⊞ TELEPHONE RISER
- ⊗ FIRE HYDRANT
- ⊗ GATE VALVE
- ⊞ WATER METER
- ⊞ FIRE STAND PIPE
- ⊞ IRRIGATION CONTROL
- ⊞ CATCH BASIN, TYPE I
- ⊞ CATCH BASIN, TYPE II
- ⊞ SIGN
- ⊞ BOLLARD
- ⊞ MAIL BOX
- ⊞ SPOT ELEVATION

NOTE:
 1) ALL ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL (AMSL) AND ARE REFERENCED TO THE NAVD88 DATUM.
 2) ALL TOWER, TREE AND APPURTENANCE HEIGHTS ARE ABOVE GROUND LEVEL (AGL) AND ARE ACCURATE TO ± 0.5 FEET OR ± 1% OF TOTAL HEIGHT, WHICHEVER IS GREATER.

TREE LEGEND

- DECIDUOUS TREE
- AL=ALDER
 - MP=MAPLE
 - DS=DECIDUOUS
 - MA=MADRONA
 - OK=OAK
 - CH=CHERRY
- EVERGREEN TREE
- CE=CEDAR
 - DF=DOUGLAS FIR
 - HE=HEMLOCK
 - PI=PINE
 - EVG=EVERGREEN
- NOTE:
 TREE DRIP LINES ARE NOT TO SCALE. TREE SYMBOLS REFERENCE TRUNK LOCATION ONLY. TRUNK DIAMETERS WERE APPROXIMATED AT 3.5' TO 4' ABOVE GROUND LEVEL. TREES SHOWN ARE FOR REFERENCE ONLY AND OTHER TREES AND VEGETATION MAY EXIST.

NOTE:
 TREE DRIP LINES ARE NOT TO SCALE. TREE SYMBOLS REFERENCE TRUNK LOCATION ONLY. TRUNK DIAMETERS WERE APPROXIMATED AT 3.5' TO 4' ABOVE GROUND LEVEL. TREES SHOWN ARE FOR REFERENCE ONLY AND OTHER TREES AND VEGETATION MAY EXIST.

SITE INFORMATION

TAX LOT NUMBER 0072300011000
 SITE ADDRESS INTX, SR 528 & 67TH AVE NE, MARYSVILLE, WA 98270
 SITE CONTACT AMY HESS
 PHONE NUMBER 360-363-8100
 ZONING R4.5 (CITY OF MARYSVILLE)
 TOTAL LOT AREA 34,984± S.F.(0.80 AC.)
 PROJECT AREA TO BE DETERMINED

SURVEY REFERENCE

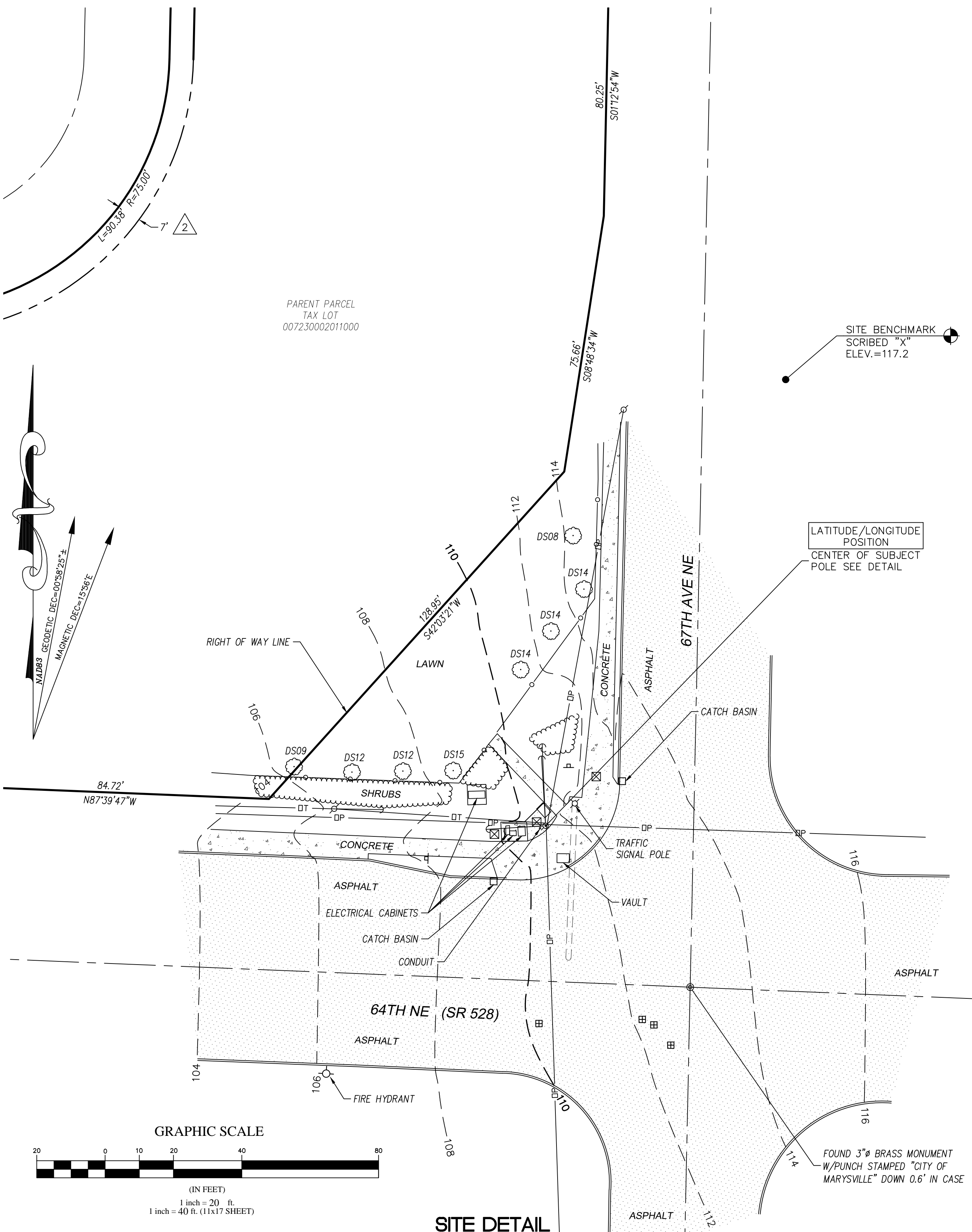
1. PLAT OF SUNCREST TERRACE, RECORDING NO. 8307295001

BOUNDARY DISCLAIMER

THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. SUBJECT AND ADJACENT PROPERTY LINES ARE DEPICTED USING FIELD-FOUND EVIDENCE AND RECORD INFORMATION.

CAUTION!

UNDERGROUND UTILITIES EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY BE INCOMPLETE. STATE LAW REQUIRES THAT CONTRACTOR CONTACT THE ONE-CALL UTILITY LOCATE SERVICE AT LEAST 48 HOURS BEFORE STARTING ANY CONSTRUCTION.
1-800-424-5555



SITE DETAIL



SITE
SEA STP
 INTX, SR 528 & 67TH AVE NE
 MARYSVILLE, WA 98270
 SNOHOMISH COUNTY

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FLD. CREW:	PN/JAR
FLD. BOOK:	435/61
DRAWN BY:	RLP
JOB #:	99544.1441
DATE:	01/04/17

REVISIONS

DATE	DESCRIPTION	BY



SHEET TITLE
EXISTING SITE SURVEY
 SEC 27, TWP 30 N, RNG 5 E, WM

SHEET NUMBER
SV1

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, SETTING FORTH THE AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SEATTLE SMSA LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS, AND GRANTING VERIZON WIRELESS A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, AND REMOVE WIRELESS FACILITIES WITHIN CITY RIGHTS-OF-WAY.

WHEREAS, Chapter 5.73 MMC details Wireless Communication Facility Franchise Regulations for the City of Marysville; and

WHEREAS, the City has also adopted land use regulations regarding Wireless Communications Facilities, which regulations are set forth in Chapter 22C.250 MMC; and

WHEREAS, pursuant to Chapter 5.73 MMC, Seattle SMSA Limited Partnership, a Delaware Limited Partnership d/b/a Verizon Wireless (the “Company”) has applied for a nonexclusive franchise to construct, operate, maintain, repair, replace, and remove wireless facilities on certain public Rights-of-Way within the City; and

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

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

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

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

Section 1. Definitions.

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

1.1 “Affiliate” means any corporate entity that (1) the Company owns or controls, (2) the

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

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

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

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

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

1.6 “Facilities” or “Facility” means the Company’s wireless communications system (whether macrocells, small cells, distributed antenna systems, or other) and wired support system constructed and operated within the City’s Rights-of-Way. Facilities shall include all antennas, radio units, cooling equipment, power, cables, amplifiers, conductors, lines, wires, conduits, ducts, manholes, pedestals, meters, and any associated converters, equipment, or other appurtenances and facilities for the purpose of providing Communications Services under this Franchise.

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

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

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

Section 2. Grant of Franchise.

2.1 Subject to Chapter 5.73 MMC, the City hereby grants the Company a Franchise to use and occupy Rights-of-Way for the purpose of providing Communications Services, including, without limitation, the right to construct, operate, maintain, repair, replace, relocate, upgrade, and remove Facilities in accordance with this Ordinance. The Company and the City recognize that the Company intends, pursuant to this Franchise, to operate and maintain a wireless telecommunications system but that such a wireless system requires the support of a wired telecommunications system. This Franchise does not grant the Company the right to utilize Rights-of-Way to construct, operate, maintain, repair, replace, relocate, upgrade, or remove a wired telecommunications system except to the extent necessary to support its wireless provision of Communications Services. In order to provide any other services over the Facilities, the Company shall first be required to obtain any additional governmental authorizations required by law.

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

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

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

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

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

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

2.5.3 Any permit, agreement, or authorization for occupying any other property of the

City or private entity to which access is not specifically granted by this Franchise, including, but not limited to, permits, agreements, or authorizations for placing devices on poles, in conduits, or in or on other structures.

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

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

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

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

2.10 To the extent that any of the Rights-of-Way within the City are a part of the State highway system and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation regulations, the Company shall comply with

said requirements in addition to City Codes. The Company shall correct any noncompliant Facilities identified by the City or by any other local, State, or Federal governmental entity.

Section 3. Term.

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

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

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

Section 4. Use of Rights-of-Way.

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

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

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

4.3.1 Applications for any required permits or authorizations shall be made, processed, and approved in accordance with applicable City Codes in effect at the time of application. The Company shall assure that all applications, whether submitted by the Company, its employees,

agents, or contractors clearly identifies that the work is being done for the benefit of the Company and pursuant to this Franchise.

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

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

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

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

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

4.4 General Standards.

4.4.1 All work authorized and required hereunder shall be done in a safe, thorough, and workmanlike manner. All work authorized and required hereunder shall comply with the City permit or authorization, City Codes, and Federal and State law and regulations in effect on the date that permits or authorizations are issued for the applicable Facilities.

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

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

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

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

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

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

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

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

4.5.4 Access to Open Trenches.

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

4.5.4.2 The Company shall provide the City and other utility providers or

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

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

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

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

4.5.7 In all cases, the Company shall utilize existing poles and conduit wherever possible. Where the Company will place Facilities underground, and whenever reasonably practical, the Company shall utilize joint trenching and shared bores or cuts and shall work with other providers (such as telecommunications, cable, gas, electric utilities, or the City), licensees, permittees, and franchisees to reduce as far as possible the number of Right-of-Way disturbances.

4.5.8 To the extent practicable without limiting the performance of the Company's Communications System, the Company will install its Facilities in a manner that allows other users to collocate on the same support structure (whether owned by the Company or otherwise). This includes installing larger diameter conduit where financially reasonable and making the conduit available for additional facilities upon reasonable terms.

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

4.6 Emergencies.

4.6.1 City's Direction. During unforeseen emergencies that create a threat to the public health, safety, or welfare, the City may require the Company to promptly remove, relocate, adjust, or secure its Facilities, at the Company's sole expense. If the Company fails, neglects, or refuses to promptly remove, relocate, adjust, or secure its Facilities, the City may perform such

work or cause it to be done at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days. The provisions of this section shall survive the expiration, revocation, or termination of the Franchise.

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

4.7 Location of Facilities.

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

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

4.8 Safety and Least Interference.

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

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

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

4.9 Notice to Private Property Owners. Except in the case of an emergency involving public safety or an outage or service interruption to a large number of users, the Company shall give

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

4.10 Restoration of Property.

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

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

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

4.10.3.1 In the event that the Company's work, restoration work, subsurface material, pavement, or patch should become depressed, broken, or fail in any way at any time following the completion of the work, the Company shall repair, restore, or cause to be repaired or restored, such condition to the reasonable satisfaction of the City.

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

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

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

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

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

- (a) All other existing utilities are required to be placed underground by Federal or State law or regulation or the City Codes;
- (b) The Company is unable to get pole attachment agreement permits from pole owners;
- (c) Underground easements are obtained from developers of new residential areas; or
- (d) When required by City Codes or applicable State or federal law.

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

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

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

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

4.11.5 The provisions of this section 4.11 shall not require the Company to place underground any Facility that is required to remain above ground in order to be functional. To the extent the Company would otherwise be required to underground such a Facility under the provisions of this section 4.11 or desires to construct such a Facility that would otherwise be required to be placed underground, the Company must either relocate onto another existing pole in the area, subject to Company obtaining permission from the pole owner and any and all required permits and approvals from the City, or seek a site specific agreement as detailed in section 4.2 and construct a new pole or support structure on which to locate such Facility at a location agreeable to the City and the Company.

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

4.12 Removal or Relocation

4.12.1 Safety and Free Passage. If the City, in its sole discretion, determines that an emergency exists or that a Facility unduly burdens or endangers the safe and free passage of traffic on the Rights-of-Way, the Company shall modify, replace, relocate, remove, or disconnect the Facilities in the time specified by the City's notice, which the City shall attempt to make no less than seventy-two (72) hours, except in the case of emergency. If the Company fails to modify, replace, relocate, remove, or disconnect the Facilities within the time specified by the City or if the City determines that the City must immediately undertake the modification, replacement, relocation, removal, or disconnection, the City may cause the modification, replacement, relocation, removal, or disconnection to be done at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days of receipt of such bill.

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

4.12.3 Movement for Other Franchise Holders. If any removal, replacement, modification, or disconnection of the Company's Facilities is required to accommodate the construction, operation, or repair of the facilities or equipment of another City franchise holder or user of the Rights-of-Way, the Company shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible Person, provided

such changes are not discriminatory and do not prevent the Company's continued use of its Facilities in the Right-of-Way. The costs associated with the removal, replacement, modification, or disconnection of the Facilities shall be paid by the benefited Person, and the Company may require a reasonable deposit of the estimated payment in advance.

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

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

4.13 Temporary Changes for Other Permittees. At the request of any Person holding a valid permit and upon reasonable advance written notice, the Company shall temporarily raise, lower, or remove its Facilities as necessary to permit the moving of a building, vehicle, equipment, or other work. The expense of such temporary changes must be paid by the permit holder and the Company may require a reasonable deposit of the estimated payment in advance.

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

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

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

4.17 Work by Agents, Contractors, and Subcontractors. The Company's agents, contractors, and subcontractors shall be properly licensed and bonded in accordance with the City Codes and State law. Work by agents, contractors, and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by the Company. The Company shall be responsible for all work performed by its agents, contractors, and subcontractors as if the work were performed by the Company. The Company shall ensure that all such work is performed in compliance with this Franchise and applicable laws and shall be jointly and severally liable for all damages and correcting all damage caused by any agents, contractors, or

subcontractors. The Company is responsible for ensuring that agents, contractors, and subcontractors are familiar with the requirements of this Franchise and applicable laws.

Section 5. Fees.

5.1 Recovery of Costs.

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

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

5.2 Allowable Taxes. Nothing provided herein shall exempt or otherwise limit the Company's obligation to pay any applicable tax required by the Marysville Municipal Code or any other applicable law or regulation. The Company's failure to pay any applicable tax required by the Marysville Municipal Code or any other applicable law or regulation shall constitute a material breach of the Franchise.

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

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

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

5.6 The City reserves its right to impose a franchise fee, in accordance with State or Federal law, on the Company for purposes other than to recover its administrative expenses, if the

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

5.7 The City reserves its right to impose site specific charges, if allowed by law, for the use of City Rights-of-Way for placement of wireless telecommunications Facilities as provided in RCW 35.21.860(l)(e) by execution of a site specific agreement in substantially the form set forth in Exhibit A.

Section 6. Hold Harmless and Indemnity.

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

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

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

6.4 In various provisions of this Franchise, the Company is obligated to take action at the direction of the City within a specified time (see i.e. and without limitation, section 4.10.3.3, 4.12.1) and the City is thereafter empowered to undertake such actions at the sole expense of the Company if the Company fails to accomplish the action within the specified time. The City's actions in such a situation are termed the "City's Remedial Actions" for purposes of this section. To the extent not covered by the indemnity requirements of section 6.1, the Company shall indemnify, defend, and hold the City, its officers, officials, employees, agents, and volunteers

harmless from any and all claims, injuries, damages, losses, or suits against, or payable by, the City arising out of or resulting from, directly or indirectly, the actions of the City, its officers, officials, employees, agents, and volunteers (“City Indemnitees”) in undertaking the City’s Remedial Actions under this Franchise, except for injuries and damages caused solely by the gross negligence of the City or City Indemnitees. The Company and the City agree that this indemnification obligation is separate, additional to, and severable from the Company’s other indemnification obligations under this Franchise.

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

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

Section 7. Insurance.

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

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

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

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

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

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

7.3.4 Excess Liability or Umbrella Coverage in the amount of Two Million dollars (\$2,000,000) per occurrence providing coverage above the primary commercial general liability, commercial automobile liability and employer's liability insurance required above.

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

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

7.6 Verification of Coverage. The Company shall furnish the City with original certificates and blanket additional insured endorsements evidencing the insurance requirements of the Franchise upon acceptance of this Franchise. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance policy must be on standard forms or on such forms as are consistent with standard industry practices. The Company hereby warrants that its insurance policies satisfy the requirements of this Franchise.

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

7.8 Notice of Cancellation. Upon receipt of notice from its insurer(s) the Company shall use commercially reasonable efforts to provide the City thirty (30) days prior written notice of cancellation of any coverage required herein. And the Company shall provide certificate of insurance evidencing replacement of such policy and shall maintain continuous, uninterrupted insurance coverage, in at least the amounts required, for the duration of the Franchise.

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

Section 8. Financial Assurances.

8.1 Surety Bond. No later than thirty (30) days following acceptance of this Franchise, the Company shall establish and provide to the City, as security for the faithful performance by the Company of all of the provisions of this Franchise, a performance bond, from a surety or financial institution reasonably acceptable to the City, in the amount of ten thousand dollars (\$10,000).

8.1.1 The performance bond may be drawn upon by the City for purposes including, but not limited to, the following: (1) failure of the Company to pay the City sums due under the terms of this Franchise; (2) reimbursement of costs borne by the City to correct Franchise violations not corrected by the Company; (3) monetary remedies or damages assessed against the Company due to default or breach of Franchise requirements.

8.1.2 The City will give the Company written notice of its intent to withdraw from the surety bond pursuant to this section. Within thirty (30) days following notice that such

withdrawal has occurred, the Company shall restore the surety bond to the full amount required by section 8.1. The Company's maintenance of the surety bond shall not be construed to excuse faithful performance by the Company, limit the liability of the Company to the amount of the surety bond, or otherwise limit the City's recourse to any other remedy available at law or in equity.

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

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

Section 9. Civil Penalties and Additional Relief.

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

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

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

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

Section 10. Modifications of Terms and Conditions.

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

being signed by the City.

Section 11. Abandonment or Non-Use of Facilities.

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

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

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

Section 12. Severability.

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

Section 13. Transferability.

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

Section 14. General Enforcement.

In the event that the City believes that the Company has not complied with any terms of the Franchise or the City Codes, other than sections 4.6, 4.10.3, or 4.12.1, the City may discuss the

violation with the Company or may issue a written notice to cure the default. The City's notice to cure the default will include the actions to be taken to remedy the default and the timeframe within which the Company should accomplish the actions. The Company will thereafter have the time specified in the notice to cure the default to correct the default or, if the Company believes that the actions cannot be taken within the time specified, respond with a timeline for diligently accomplishing the actions and diligently complete those actions on the identified timeline.

Section 15. Termination.

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

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

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

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

Section 16. Effective Date.

16.1 This Franchise and the rights, privileges, and authority granted hereunder and the contractual relationship established hereby shall take effect and be in force from and after the effective date of this Franchise.

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

Section 17. Franchise Acceptance.

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

Section 18. Miscellaneous.

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

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

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

To the City:	To the Company:
<p>City of Marysville Attn: Chief Administrative Officer 1049 State Avenue Marysville, WA 98270</p> <p>With a required copy to:</p> <p>City of Marysville Attn: City Attorney 1049 State Avenue Marysville, WA 98270</p>	<p>Seattle SMSA Limited Partnership d/b/a Verizon Wireless Attn: Network Real Estate 180 Washington Valley Road Bedminster, NJ 07921</p> <p>With a required copy to:</p> <p>Seattle SMSA Limited Partnership d/b/a Verizon Wireless Attn: Pacific Market General Counsel 15505 Sand Canyon Ave. Irvine, CA 92618</p>

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

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

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

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

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

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

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

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

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

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

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

Attest:

By: _____
April O'Brien, Deputy City Clerk

Approved as to form:

By: _____
Jon Walker, City Attorney

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Acceptance of Franchise

In accordance with Section 5.73.270 of the Marysville Municipal Code and subject to Ordinance No. _____, constituting a Franchise Agreement between the City of Marysville (“the City”) and Seattle SMSA Limited Partnership, d/b/a Verizon Wireless (“the Company”), the Company hereby submits this Acceptance of Franchise to the City.

The Company hereby unconditionally accepts and agrees to comply with all terms, provisions, and conditions of the Franchise Agreement and the City’s Wireless Communication Facility Franchise Regulations, Ordinance No. 2669, Chapter 5.73 MMC.

Enclosed herewith is a certificate of insurance in accordance with Section 7.5 of the Franchise Agreement. Also enclosed herewith is the Company’s check in the amount of \$2,000 in accordance with Section 5.1.1 of the Franchise Agreement, which amount is for the City’s costs relating to the administration of the Franchise Agreement and which is separate from and in addition to the \$5,000 application fee that the Company submitted with its Franchise Application in accordance with MMC 5.73.060(1).

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

SEATTLE SMSA LIMITED PARTNERSHIP

By: _____

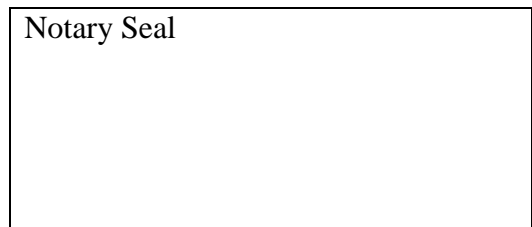
Name: _____

Its: _____

State of Washington)
 ss.
County of King)

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

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: _____

**Addendum to Wireless Telecommunication Franchise
A “Site Specific Agreement” for Wireless Facilities
(Pursuant to RCW 35.21.860)**

Whereas, the City of Marysville (the “City”) and Seattle SMSA Limited Partnership, a Delaware Limited Partnership d/b/a Verizon Wireless (the “Company”) are parties to a Wireless Telecommunications Franchise Agreement, Ordinance No. _____, (the “Franchise”); and

Whereas, pursuant to the Franchise, the Company wishes to construct, install, or operate a Facility within a Right-of-Way on a City owned structure or in a manner that occupies the surface of a Right-of-Way and desires a Site Specific Agreement for that purpose;

Now, therefore, the parties agree as follows:

1. **Previous Agreements.** All rights, obligations, terms, and provisions identified in the Franchise remain applicable, are incorporated by reference, and are supplemented by the following terms and conditions.
2. **Site.** The Company’s Facilities covered by this Site Specific Agreement (the “Covered Facilities”) will be located within the City Right-of-Way:

[Description]
[Street Address]
Marysville, WA 98270.
3. **Description of Facilities.** The Covered Facilities to be located on a City owned structure in the Right-of-Way or occupying the surface of the Right-of-Way are:

[Description of the Covered Facilities]
4. **Term.** The term of this Site Specific Agreement shall run concurrently with the Franchise unless earlier terminated.
5. **Payment.** The Company shall pay the City a monthly fee in the amount of two hundred dollars (\$200.00) (the “Monthly Fee”) for the duration of the term of this Site Specific Agreement. Payment of the Monthly Fee shall be made no later than the 5th day of each calendar month to the following address:

City of Marysville
Attn: Chief Administrative Officer
1049 State Ave.
Marysville, WA 98270

To reduce the amount of paperwork involved for each party, an annual payment of two thousand four hundred dollars (\$2,400.00) may be submitted to the above stated address no later than January 15 of each year. Arrangements may also be made for payment for longer periods. At the beginning of each subsequent calendar year, the Monthly Fee shall automatically increase

by three percent (3%).

6. **Executed in Counterparts.** This Site Specific Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

7. **Governed by the Laws of the State of Washington, Invalidity of Provisions.** This Site Specific Agreement shall be governed by the laws of the State of Washington. If any term or provision of this Site Specific Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Site Specific Agreement shall not be affected thereby, but shall be valid and enforceable to the fullest extent permitted by law.

8. **Binder of Successors.** This Site Specific Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, subject to the conditions set forth.

9. **Failure to Insist upon Strict Performance.** The failure of either party to insist upon strict performance of any of the terms or conditions in this Site Specific Agreement shall not constitute a waiver thereof.

10. **Termination.** Except as otherwise provided herein, this Site Specific Agreement may be terminated, without penalty or further liability, as follows:

- a) Upon thirty (30) days written notice by the City if the Company fails to cure a default for payment of amounts due under this Site Specific Agreement within that thirty (30) day period; or
- b) Upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to commence curing such default within that thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period; or
- c) Upon ninety (90) days written notice by the Company for economic reasons or if the location or the Covered Facilities are or become unacceptable under the Company's design or engineering specification for its wireless communications system.
- d) Upon ninety (90) days written notice by the City if the City determines to remove the Covered Facilities that are the subject matter of this lease for the purpose of placing utilities underground.

Upon termination, the Company shall remove its Facilities within thirty (30) days. If the Company fails to remove its Facilities within thirty (30) days, the City may thereafter cause the Covered Facilities to be removed at the Company's sole expense. The City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days.

11. **Immediate Termination and Removal.** In the event the City, in its sole discretion, determines that the Covered Facilities unduly burdens or endangers the safe and free passage of traffic on the Rights-of-Way, the City may immediately terminate this Site Specific Agreement and remove the Covered Facilities at the Company’s sole expense. The City will endeavor to provide the Company notice reasonable under the circumstances and allow the Company an opportunity to remove the Covered Facilities. In the event the City removes Covered Facilities, the City will bill the Company for any expense incurred within thirty (30) days and the Company shall promptly reimburse the City within thirty (30) days. In exercising its rights under this section, the City will act in a non-discriminatory manner and will not require termination and removal to the extent it does not require termination and removal of other similarly situated telecommunications facilities within the Right-of-Way.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

[COMPANY]

By: _____
Jon Nehring, Mayor

By: _____
[Name]
Its: [Title]

Attested/Authenticated:

April O’Brien, Deputy City Clerk

Approved as to form:


Jon Walker, City Attorney

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 22, 2018

AGENDA ITEM:	
Recovery Contract for Utility Construction Costs - Sewer	
PREPARED BY:	DIRECTOR APPROVAL:
Deryl Taylor, Dev Services Tech	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
Contract, Cover Sheet, Preliminary Determination, Vicinity Map, Parcel Map	
BUDGET CODE:	AMOUNT:
4010	\$25,193.28
SUMMARY:	

This Recovery Contract establishes a fair fee for latecomers benefiting from an 8" sewer main for a duplex development (5 duplexes) located on 100th St NE east of 48th Dr NE.

The recoverable amount of this contract is \$25,193.28.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the contract.

After Recording Return to:

CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE
CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS
CONTRACT NO. _____**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

<u>Name</u>	<u>Address</u>
Custom Comfort Homes, LLC	8324 59th Ave NE Marysville, WA 98270

hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer has constructed and installed a sewer (water or sewer) system, including a(n) 8-inch line and appurtenances situated as follows:

Approximately 373 LF of 8” PVC sewer main located in 100th St NE east of 48th Dr NE to serve five duplexes located on Parcel No. 300516-001-092-00.

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with record drawings of the installation of the above-referenced system on mylar, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.
2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$39,275.00, which have been paid in full by the Developer.
3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

Four properties located in the SE Quarter of the NE Quarter of Section 16, Township 30 North, Range 5 East, W.M. Parcel Nos. 300516-001-094-00, 300516-001-093-00, 300516-004-002-00, & 300516-004-007-00.
4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$25,193.28.

5. For a period not to exceed twenty (20) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the length of the street frontage of the property to be served, which is known as the "front footage charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by square footage of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.

6. The fair pro-rata share is hereby established to be \$78.24 per lineal foot of frontage.

7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said twenty-year period without first meeting the following conditions:

- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
- b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
- c. Payment of the recovery charge referred to in this Contract.
- d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.

8. The City shall deduct a fee of \$100.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.

9. At the end of the twenty-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.

10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.

12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

13. Every two years from the date this contract is executed, the Developer must provide the City with information regarding Developer's current contract name, address, and telephone number. If the Developer fails to comply with the notification requirements of this paragraph within sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under this contract. Such funds must be deposited in City's capital fund.

ATTEST:

THE CITY OF MARYSVILLE:

By _____
CITY CLERK

By _____
MAYOR

APPROVED AS TO FORM:

DEVELOPER:

By _____
CITY ATTORNEY

Scott R. Ray
Scott R. Ray, Custom Comfort Homes, LLC

For Mayor:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

DATED this _____ day of _____, 2018.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

For Representative:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

DATED this 5th day of January, 2018.

Anglica Cleveland
ANGLICA CLEVELAND
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at 10010 Shouites Rd Marysville
My commission expires 07/07/2021



COVER SHEET

Return Address:

CITY OF MARYSVILLE
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

(Please print or type information)

Document Title(s): (or transactions contained therein) 100th St Duplexes
Recovery Contract for Utility Construction Costs - Sewer

Grantor(s): (Last name first, then first name and initials)
Custom Comfort Homes, LLC

Grantee(s): (Last name first, then first name and initials)
CITY OF MARYSVILLE

Legal description: (abbreviated - i.e., lot, block, plat or section,
 township, range, qtr./qtr.) 4903 100th St NE, 30051600109200

**Portions of the SE Qtr of the NE Qtr of Sec 16, T30N, R5E, W.M.,
 Snohomish County, WA.**

Reference Number(s) of Documents assigned or released: N/A

Assessor's Property Tax Parcel/Account Number:

30051600109400, 30051600109300, 30051600400200, 30051500400700

The Auditor/Recorder will rely on the information provided on the form.
 The staff will not read the document to verify the accuracy or
 completeness of the indexing information provided herein.



Preliminary Determination

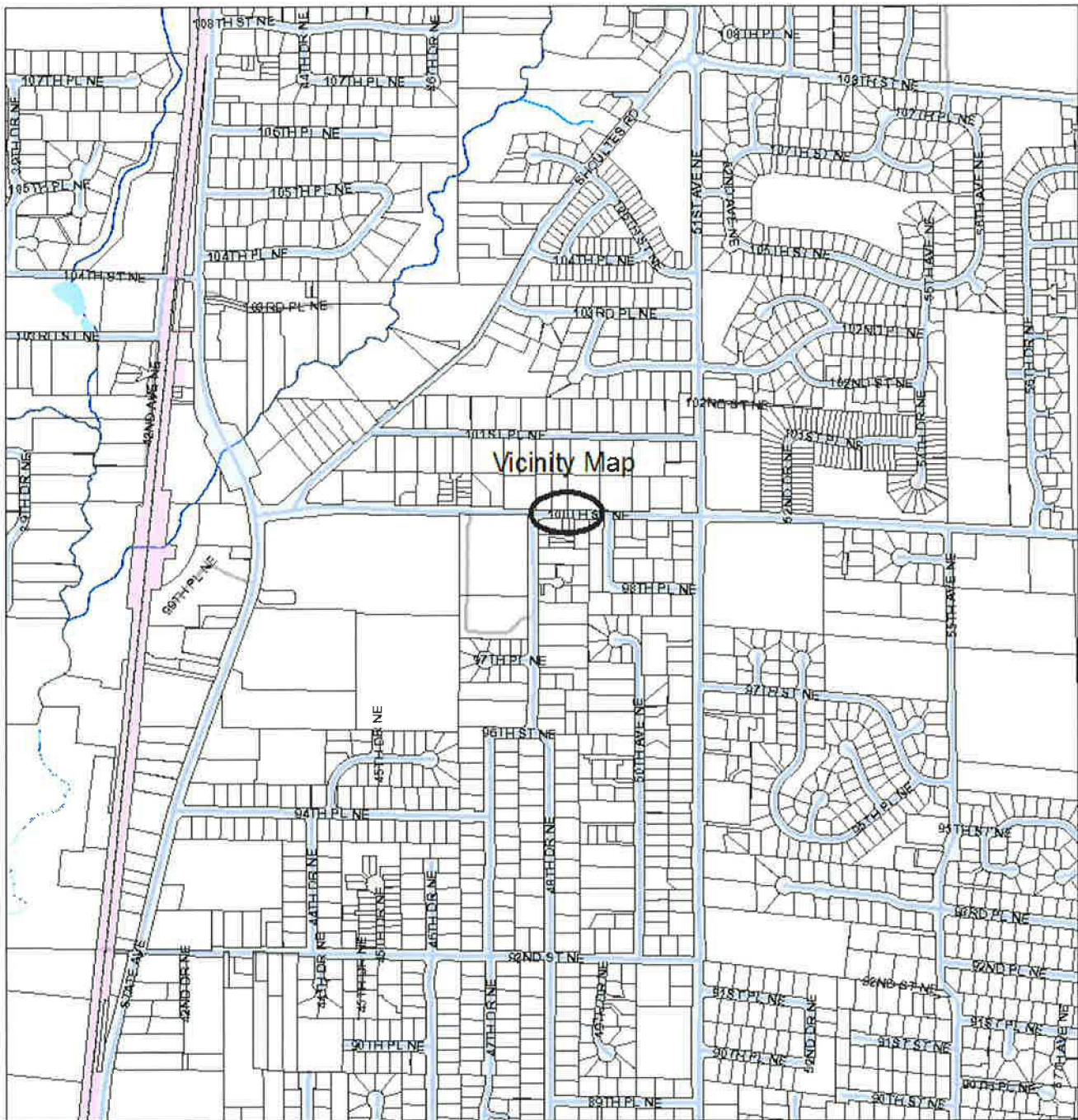
Notice is hereby given that an application was made to the City of Marysville for a Sewer Recovery Contract for a sewer main extension on 100th Street NE east of 48th Drive NE. On December 8, 2017, a preliminary decision was made to recommend approval of the recovery contract.

Project:	Sewer main extension on 100 th St NE
Applicant:	Custom Comfort Homes, LLC
Property Location:	4903 100 th St NE – Parcel #30051600109200
Benefiting Properties:	4815 100 th St NE – Parcel #30051600109400
	4823 100 th St NE – Parcel #30051600109300
	4902 100 th St NE – Parcel #30051600400200
	4908 100 th St NE – Parcel #30051600400700
Total Project Cost:	\$88,875.81
Total Offsite Cost:	\$39,275.00
Recoverable Portion:	\$25,193.28
Cost per Foot:	\$78.24/LF of property frontage
For Project Information:	Deryl Taylor, Development Services Technician dtaylor@marysvillewa.gov 360-363-8220

A recovery contract may be held by any party having constructed a public water or sewer line at its own expense, providing for partial reimbursement to such party upon connection of benefiting properties to the subject line. The cost per unit would then be applied to the benefiting property at time of connection.

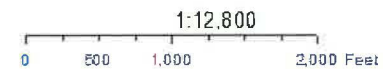
If any benefiting property owner requests a hearing in writing within 20 days of the mailing of this preliminary determination, a hearing shall be held before city council, notice of which shall be given to all affected property owners. The city council's ruling shall be determinative and final. The application and case file are available for review at the City of Marysville Community Development Department located at 80 Columbia Avenue, Marysville, WA.

If you have any questions, please call 360-363-8220. Written comments should be forwarded to the City of Marysville Community Development Department, 80 Columbia Avenue, Marysville, WA 98270, **no later than January 2, 2018**. If no written requests for hearing are received, the contract will proceed to city council for final review and approval.



City of Marysville

- Areas
 - Override 1 LAKE STEVENS
 - Override 2 MARYSVILLE
- Parcels
- City limits
 - ARLINGTON
 - EVERETT

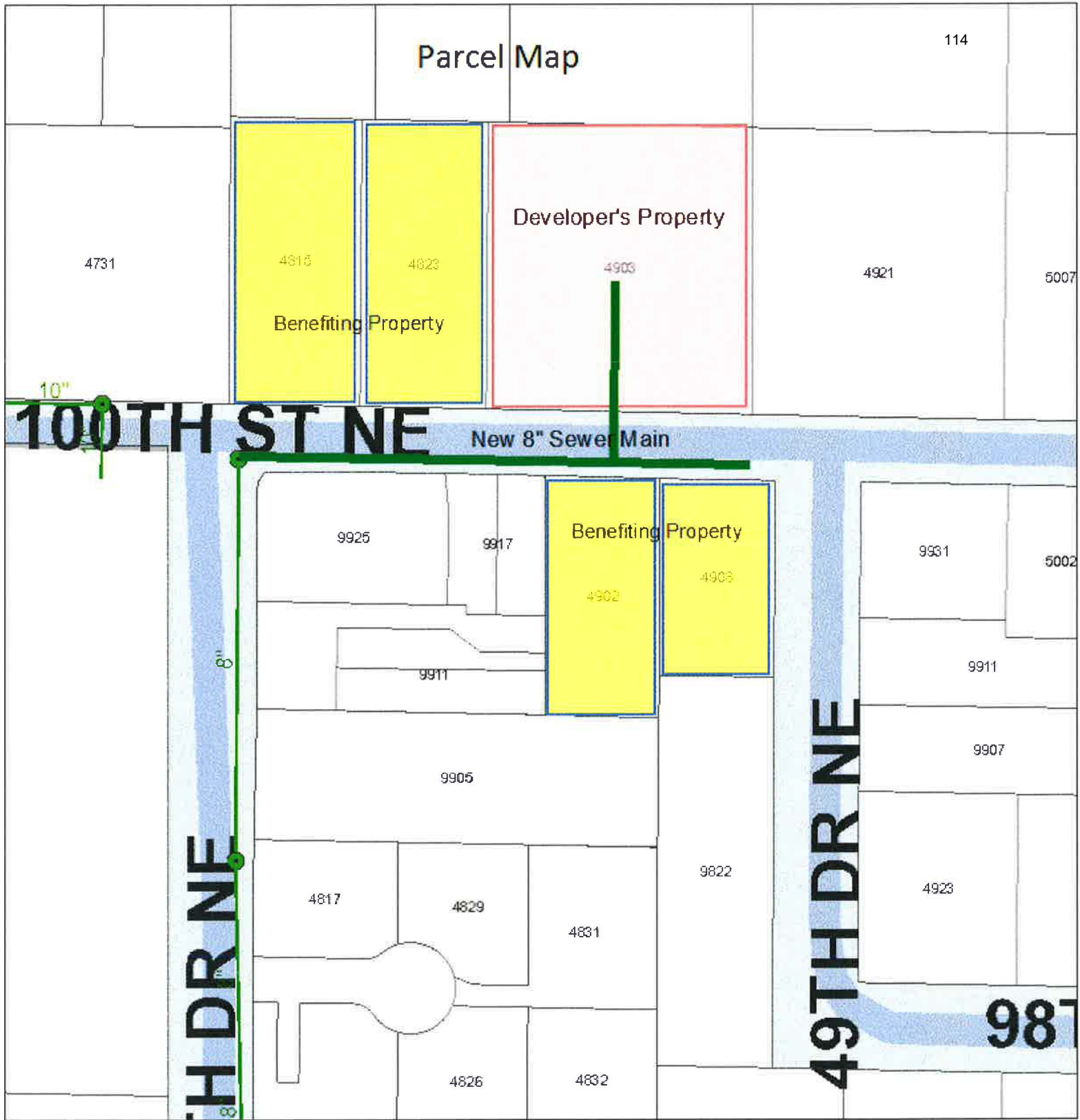


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City of Marysville

Parcel Map

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City of Marysville

- Lines**
- Override 1
- Areas**
- Override 1
- Override 2
- Sewer Cleanouts

- Sewer Lift Stations
- Sewer Manholes
- Sewer Lines
- Parcels
- City limits**
- ARLINGTON

EVERETT
LAKE STEVENS
MARYSVILLE




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Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 01/22/18

AGENDA ITEM:	
Professional Services Agreement with OTAK for engineering services for the 156 th ST NE, 160 th ST NE, 51 st AVE NE Improvements Project.	
PREPARED BY:	DIRECTOR APPROVAL: 
Steve Miller, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Professional Services Agreement; Exhibits A – J.	
BUDGET CODE:	AMOUNT:
30500030.563000, R1703	\$ 698,645.00
SUMMARY:	
<p>In accordance with the 2008 Smokey Point Master Plan, and the designation of the Manufacturing and Industrial Center (MIC) as a subarea in that plan, a capital project to build key infrastructure to enable redevelopment within the project area has been identified in the transportation improvement plan (TIP) and 2017-2018 capital budget. The project will start design efforts to build roadway and utility improvements to support the developing area, and will also provide east-west connectivity for traffic volumes from the future WSDOT interchange project at the 156th ST crossing at I-5. The project will widen and extend 156th ST NE from the existing alignment to 51st ST NE, will build a new 160th ST NE roadway from Smokey Point Boulevard to 51st ST NE, and will improve the existing 51st ST NE from two to three lanes between 156th and 160th. The improvements will total approximately 2.5 miles and will include bike lanes and sidewalks.</p> <p>As a first phase, the project will at this time develop design documents to 30% completion, and will provide an engineering level cost estimate for construction. Planning level estimates currently place the construction cost for the improvements from \$20M - \$30M. With 30% design documents, the City team will also be in a stronger position to compete for local, state and federal funding opportunities. Moving forward with the design is expected to enhance opportunities for development, and is expected to support efforts to designate the MIC as a job center of regional significance.</p>	

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with OTAK, in the amount of \$ 698,645.00 for engineering services to develop 30% design documents for improvements to enable development of the Manufacturing and Industrial Center (MIC) within the Smokey Point Master Plan Area.

Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: N/A

Does this Require DES filing? Yes No

Firm/Organization Legal Name (do not use dba's): Otak, Inc.	
Address 2731 Wetmore Ave., Suite 402, Everett, WA 98201	Federal Aid Number N/A
UBI Number	Federal TIN or SSN Number
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title 156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS PROJECT	
Description of Work The work encompasses the design, permitting and construction of improvements to build new roadways and to improve existing roadways to provide access to the developing Arlington/Marysville Manufacturing and Industrial Center (MIC) area. The Project will support implementation of the plan by providing key roadway access and utilities for the development of the job-creating MIC area. This scope of work is limited to the Comprehensive Design Report, including a 30% design submittal. Key project elements include: - New 5-lane 156th St. NE, and new 3-lane 160th St., NE, from Smokey Point Boulevard to 51st Ave NE with curb, gutter, sidewalk, and multi-use path - Widen existing 2-lane 51st Ave. NE to 3-lanes from 156th to 160th St. NE including curb, gutter, sidewalk.	
<input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation/SBE Plan
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H Liability Insurance Increase
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

Agreement Number: N/A

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Marysville hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number: N/A

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26 shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, is required to enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Steve Miller
 Agency: Marysville Public Works
 Address: 80 Columbia Avenue
 City: Marysville State: WA Zip: 98270
 Email: smiller@marysvillewa.gov
 Phone: 360 363-8285
 Facsimile: 360 363-8284

If to CONSULTANT:

Name: Jeff Massie
 Agency: Otak, Inc.
 Address: 2731 Wetmore Avenue Suite 402
 City: Everett State: WA Zip: 98201
 Email: jeff.massie@otak.com
 Phone: 425 739-4219
 Facsimile: 425 374-5152

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and, until approved by DES.

Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT' Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish a MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J." In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or the AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the AGENCY, their agents, officers and employees by the CONSULTANT, their agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Steve Miller
 Agency: Marsyville Public Works
 Address: 80 Columbia Avenue
 City: Marsyville State: WA Zip: 98270
 Email: smiller@marysvillewa.gov
 Phone: 360 363-8285
 Facsimile: 360 363-8284

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the AGENCY

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number: N/A

EXHIBIT A

SCOPE OF SERVICES DESIGN/ENGINEERING SERVICES

City of Marysville

156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS PROJECT

Otak Project #32934

December 2017

Description of Project:

The purpose of the project is to design, permit and construct new roadways, and improve existing roadways, to provide access to the developing Arlington/Marysville Manufacturing and Industrial Center (MIC) area. The Project will support implementation of the plan by providing key roadway access and utilities for the development of the job-creating MIC area.

This scope of work is limited to the Comprehensive Design Report, including a 30% design submittal. Once the Design Report is approved, the City intends to amend the professional services contract for one or more of the roadway segments.

Key project elements include:

- Overall project length of approximately 2.5 miles.
- New 156th St. NE from Smokey Point Boulevard to 51st Ave NE, intersecting 152nd St. NE planned to consist of up to 5 lanes, sidewalks and a multi-use path located on the north.
- New 160th St. NE from Smokey Point Boulevard to 51st Ave NE, a minimum of 3 lanes with bicycle lanes, planter strips, and sidewalks.
- Widen existing 51st Ave. NE from 152nd St. NE to new 160th St. NE corridor from 2 lanes to a minimum of 3 lanes with bicycle lanes, planter strips, and sidewalk. The full build-out of 51st Ave NE will consider the acquisition or dedication of right-of-way for a possible 5-lane roadway section.
- Frontage improvements – business property frontage and access management
- Enhanced aesthetics, hardscape, landscape (streetscape)
- Community involvement
- As the City will plan to acquire Federal funding, compliance with the National Environmental Policy Act (NEPA) and Section 7 of the Endangered Species Act will be conducted.
- Utility infrastructure including City owned sewer, water and storm. Coordination with

Following is a Scope of Services to complete design services for the Project.

156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS PROJECT

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Exhibit A – Scope of Work

Continued

1.0 PROJECT MANAGEMENT AND COORDINATION

1.1 Coordination with the City of Marysville

OTAK will coordinate with the City of Marysville on a regular basis to keep the City's project manager informed about project progress, project issues and schedule. OTAK will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving forward. Regular communication with the City will occur on a weekly basis.

1.2 Coordination of Subconsultants

OTAK will coordinate and review all work provided by its subconsultants. Coordination will include scheduling of work, scheduling of meetings, and general design oversight. Review will include the internal review of subconsultant deliverables, and review and processing of monthly subconsultant invoices.

1.3 Preparation of Project Management Plan

OTAK will prepare a preliminary Project Management Plan prior to the project kickoff meeting. The Project Management Plan will define project goals and design criteria, communications, deliverables, and quality control requirements. A project schedule (MS Project) will be developed and maintained as part of the Plan. The Project Management Plan will be updated after the project kickoff meeting, subject to comments received. The Project Management Plan will include a Quality Assurance/Quality Control Plan that will summarize team requirements/actions to provide a high quality work product to the City of Marysville.

Deliverables

- Project Management Plan including Quality Assurance/Quality Control Plan
- Project MS schedule and subsequent updates

1.4 Project Kickoff Meeting

OTAK will attend one (1) project kickoff meeting with City Staff. The kickoff meeting will be used to review and discuss project goals and requirements and to review the project schedule. The kickoff meeting will include review of communication requirements, roles and responsibilities, and the content of upcoming deliverables. Quality control requirements will also be reviewed.

Exhibit A – Scope of Work Continued

1.5 Stakeholder/Agency Meetings (Assume 1 meeting)

There are a number of Stakeholder/Agency groups that may have an interest in this project. Examples include WSDOT, Community Transit, the Marysville School District, and the City of Marysville Parks and Recreation Department. This task provides time for the preparation for and attendance of one Stakeholder/Agency meeting during the design process.

1.6 Coordination Meetings with City (Assume 8 meetings)

Project coordination meetings with City Staff will occur approximately on a monthly basis to review progress, to discuss project related issues, to review schedule, and to discuss current topics. The project coordination meetings will generally be held at the City. It is anticipated that a total of eight (8) design meetings will be held during the design period. Attendance will generally include OTAK's project manager and project engineer along with designated City Staff.

1.7 Project Monitoring and Reporting

Project management will include the coordination of design team members, internal project scheduling, and the preparation of a monthly progress report and a monthly billing statement.

Deliverables

- Monthly progress report and monthly invoice, per The City of Marysville requirements.

2.0 DATA COLLECTION AND REVIEW

2.1 Data Collection and Review of Existing Field Conditions

The OTAK design team will conduct a field visit at the start of the project that includes a comprehensive review of existing field conditions. Existing conditions will be documented and digital photographs will be taken. OTAK will inventory significant features to be considered in design. This task will also include collection of existing codes, records, maps, reports, and other relevant information from the City.

Deliverables

- Site photographs and inventory (listing) of existing information to be referenced

2.2 Review of Existing Technical Report Documentation

In addition to the field review and more general information collected as part of Task 2.1, a review of various City and Otak natural resource reports and plans will be completed for coordination purposes, along with a review of all the supporting design documents developed, including:

156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS PROJECT

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Exhibit A – Scope of Work Continued

- April 2005 North Marysville Area Regional Stormwater Pond and Conveyance System Plan
- March 2007 State Avenue Sub-basin Region Stormwater Facility Plan
- 2008 North Marysville Master Drainage Plan
- June 2008 Smokey Point Master Plan, Stormwater Drainage Analysis
- July 2009 Smokey Point Master Drainage Plan Phase 1
- April 2014 Smokey Point master Drainage Plan Phase 2
- Smokey Point Master Plan
- Transportation Element of the Comprehensive Plan
- Any available private development records in the project vicinity.
- Applicable Marysville watermain, sanitary sewer, storm sewer, roadway, and signal record drawings

In addition to the technical documents listed above, Otak will review current stormwater management reference documents provided by the City, such as the following:

- City's record of capacity commitments for regional stormwater facilities
- City's operation/maintenance records for regional stormwater facilities
- Drainage Reports for recent development within or adjacent to the project limits
- Geotechnical Reports for recent development within or adjacent to the project limits

The above documents are intended to be reference resources and Otak's project manager will guide the team in extracting project pertinent information. This task does not include comprehensive review and summary of each document, but, appropriate reference information used for this project will be documented in the Design Report.

3.0 TOPOGRAPHIC SURVEYING/MAPPING

3.1 Topographic Surveying and Mapping

OTAK will provide surveying and mapping necessary for final design. As the project segments total approximately 2.5 miles, this work is proposed to be segmented as follows to allow prioritization and phasing as necessary.

- 156th St. NE/152nd St. NE, Smokey Point Blvd. to 51st Ave. NE
- 51st Ave. NE, 152nd St. NE to 160th St. NE
- 160th St. NE, Smokey Point Blvd. to 51st Ave. NE

Topographic mapping will extend a minimum of 200 LF beyond the above stated project limits at each of the intersections.

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Exhibit A – Scope of Work

Continued

Mapping will be accomplished utilizing Miller Creek Associates photogrammetric mapping services, at 1" = 20' scale with 1' contours. To support this, will Otak provide eight (8) field surveyed, target ground control points in a 90 degree chevron configuration, and photo control coordinates and elevations in the appropriate horizontal and vertical datum. Otak will supplement the photogrammetric mapping provided by Miller Creek with field surveyed data.

A utility locate service will be retained to mark underground utilities within the project area. OTAK will field survey existing visible above ground utilities and underground utility markings not included in the existing survey. Storm drainage, and other utilities shall be surveyed to the first structure or fitting outside of the project area. Invert elevations and pipe dimensions shall be obtained for all existing storm drains and sewer structures within these limits.

Topographic surveying of the Hayho Creek stream channel will be included within the project area and will extend 100 feet upstream and 200 feet downstream, subject to right-of-way constraints. Stream cross-sections will generally be surveyed at 25 foot intervals.

Additional features that will be included in the updated survey including topography breaks, fences, pavement and other hardscape, signage, significant trees (10-inch diameter or greater), other significant landscaping, and miscellaneous structures within the project limits will be surveyed. New or missing street features will also be included in the survey. It is assumed that topographic coverage will extend approximately 10 feet beyond the existing and proposed right-of-way. Any additional topography required will be surveyed sufficiently to prepare a digital terrain model (DTM) and generate a one-foot contour interval map. The new data will be merged into the existing data.

Task 3.1.1. Utility Surveys

Otak, Inc. will locate underground utilities as identified and marked by others. Utility paint markings and other utility features will be located during the culture survey.

Task 3.1.2. Culture Surveys

Otak, Inc. will locate fences, mail boxes, manhole inverts, drainage features and flows, and match-in locations along the project length. Field surveys will be conducted to locate these critical design elements to enhance the aerial ground DTM so that it meets or exceeds 0.1 foot accuracy. The work will include downloading and converting field results to CAD format.

Task 3.1.3. Right-of-way Survey

After analyzing the initial field survey, Otak, Inc. will locate monuments, property corners, and occupation defining the existing right-of-way.

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Exhibit A – Scope of Work

Continued

Task 3.1.4. Supplemental Topo Survey

Otak, Inc. will supplement the aerial mapping with topo survey data in locations to be determined at a later date.

3.2 Supplemental Topographic Surveying and Mapping (Allowance)

Additional field and office time is expected for miscellaneous field “pickup” that will become evident during the design process for areas such as connection points; existing catch basin rims, hardscaping, etc and crossings. A total of 40 (forty) additional field crew hours and associated office support time have been budgeted for this task. In addition, 8 (eight) additional field crew hours have been budgeted in support of potholing activities. Otak shall only proceed with any work under this task with the express written or documented verbal approval of the City Project Manager.

Assumptions

- Otak, Inc. shall meet or exceed Aerial Mapping accuracy standards based on the ASPRS (American Society of Photogrammetry and Remote Sensing).
- Otak, Inc. shall perform a Design Survey to verify mapping accuracies such that the topographic mapping and differential digital terrain model (DTM) are sufficiently accurate (0.1’ between 90’ right-of-way width) to design the project and aid in determining pay quantities in accordance with the Standard Specifications for earthwork, e.g. – roadway excavation, drainage excavation, embankment demand and borrow.
- Otak, Inc. will coordinate utility location activities with utilities. Otak, Inc. shall coordinate with appointed representative coordinating utility paint marking activities.
- Reference datum NAVD 88.
- The City will obtain title reports for the purposes of Otak’s preparation of the preliminary right-of-way plans

Deliverables

- Topographic Base Map (Scale 1”=20’) with two-foot contour intervals. Right-of-way and parcel information supplied by The City of Marysville will be referenced in the base map.
- Updated Topographic Base Map showing supplemental data
- As-built pothole data (sketch and table)

4.0 FRANCHISE UTILITY COORDINATION

4.1 Coordination/Meetings with Franchise Utilities

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Exhibit A – Scope of Work

Continued

OTAK will begin communications with franchise utility companies (power, gas, petroleum, telecommunications, etc.) shortly after the notice to proceed, to verify locations of existing facilities and to discuss any potential relocation requirements, cost, schedule and recommendations on location of new facilities. OTAK will also coordinate with other City departments as needed to coordinate City utility locations within the project limits. Coordination meetings will occur throughout the course of the project. It is anticipated that up to two (2) utility coordination meetings will occur with franchise or City utilities that are determined to have conflicts or require relocation.

Assumptions

- The City has a utility contact list for use by OTAK

Deliverables

- Utility Coordination Plan
- Meeting notes and correspondence

5.0 ENVIRONMENTAL/PERMITTING

5.1 General Coordination with Permitting Agencies/The City of Marysville

OTAK will provide coordination and design input to support the environmental/permitting effort. As necessary, coordination meetings will be held with the permitting agencies and with the City of Marysville to review/discuss project issues during the design process. It is assumed that preparation and attendance of up to six (6) meetings will be included as part of this task.

5.2 Environmental/Permitting Evaluation

OTAK will provide (e.g.):

- Fieldwork to update natural resource baseline conditions
 - A Draft Critical Areas Update Memo will be prepared based on the fieldwork
- Environmental Review Memo, to include
 - Environmental baseline conditions description and characterization
 - List of regulatory permits likely to be required, submittal requirements summary, etc.
- Draft NEPA Categorical Exclusion (CE) Document
- Draft SEPA checklist

Deliverables

- Draft Environmental Review MemoDraft

156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS PROJECT

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Exhibit A – Scope of Work Continued

- Critical Areas Update Memo
- Draft CE Document
- Draft SEPA Checklist

Assumptions

- Draft NEPA Categorical Exclusion (CE) Document will include information collected from previous documentation and field work conducted in this phase of work.
 - Endangered Species Act compliance documentation will occur in a subsequent phase of the project
 - National Historic Preservation Act Section 106 compliance and documentation will occur in a subsequent phase of the project
 - Air quality and noise analyses will occur in a subsequent phase of the project
- Preparation of a Joint Aquatic Resources Permit Application (JARPA) for a Corps Section 404 permit and/or a WDFW Hydraulic Project Approval (HPA), should either or both of these permits be required, will occur in a subsequent phase of the project.
- All other permit application material for federal, state, and local regulatory compliance will occur in a subsequent phase of the project.
- Compensatory mitigation planning and design for potential environmental impacts, should it be required, will occur in a subsequent phase of the project.

6.0 PRELIMINARY DESIGN/ENGINEERING

6.1 Design Coordination Meetings (Assume 8 meetings)

Design coordination meetings with City Staff and the design team will occur approximately on a monthly basis to review progress, to discuss project related issues, and to review technical design topics. Design coordination meetings will be scheduled at key project delivery milestones, as required. It is anticipated that a total of eight (8) design meetings will be held during the design period.

6.2 Preliminary Design

6.2.1 Preparation of Preliminary Horizontal and Vertical of Alignment Layout

OTAK will review the conceptual horizontal and vertical alignment for the corridors and compare it to current roadway design criteria. The proposed horizontal and vertical alignment will be evaluated based on conceptual geometric layout of the proposed roadway widening in conjunction with the intersection traffic analyses and intersection alternatives as described hereinafter. The layouts will include wetland and other critical area locations that would impact the horizontal alignment. Otak

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Exhibit A – Scope of Work

Continued

will prepare a horizontal alignment(s) for City review prior. A brief technical memorandum will be prepared that summarizes the findings of this task and includes conceptual layout of recommended horizontal and vertical alignment, and channelization plans, to carry forward into 30% level design. Universal Field Services will provide input on horizontal alignment as it relates to impacts to private property redevelopment, and mitigation strategies.

Deliverables

- Preliminary Roadway Plan and Profile and Channelization Plans and Technical Memorandum

6.2.2 Watermain System Expansion Modeling

Utilizing Bentley WaterCAD or WaterGEMS software, Otak will size new watermains for installation in the new 160th St. NE and 156th/152nd St. NE roadway alignments; as well as confirm if the existing watermain within 51st Ave. NE shall remain in place, or be replaced due to pipe condition and/or for flow capacity reasons. Otak will reference applicable portions of the 2016 Marysville Water Comprehensive Plan and utilize the City's existing hydraulic model to analyze the proposed system for pressure, flow and peak volume capacities for pipe sizing.

Provided by the City

- Applicable portions of water distribution system record drawings
- Access to current version of WaterGEMS model, or applicable flow and pressure data

Deliverables

- Technical memorandum for inclusion into Comprehensive Design Report

6.2.3 Sanitary Sewer System Expansion Calculations

Utilizing InfoSWMM, InSewer module, or PCSWMM Otak will prepare a technical memorandum that will provide pipe material and size, grade, connection point, and other relevant design direction for the installation of sewer collection system expansion within the project limits. It is anticipated that new sewer main will be provided in the new 160th St. NE and 156th/152nd St. NE roadways; and the existing sewer main will be evaluated to ensure if any improvements, repairs, or rehabilitation is recommended. Otak will reference applicable portions of the Marysville 2011 Sewer Comprehensive Plan.

We assume the City will provide their current sewer model and flow data generated as part of the Comprehensive Plan. Otak

Provided by the City

- Applicable portions of sanitary sewer collection system record drawings

156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS PROJECT

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Exhibit A – Scope of Work

Continued

- Access to current version of InSewer, existing pipe sewer assessment video (if available), or any relevant data or reports

Deliverables

- Technical memorandum for inclusion into Comprehensive Design Report

6.3 Preparation of 30% Civil Plans

OTAK will prepare 30% level civil design plans for the proposed roadway and utility improvements. Plans will be prepared to current The City of Marysville standards. The below table lists the drawings that are anticipated at the 30% level.

Title	# sheets
Title sheet	1
Legend and Abbreviations	1
Survey Control and Alignment	1
Survey Control and Alignment	10
Typical Roadway Sections	2
Roadway Plan and Profile	23
Drainage Plan and Profile	23
Drainage Facility Details	3
Culvert Plan and Details	2
Sewer Plan and Profile	23
Watermain Plan and Profile	23
Wall Details	1
Channelization	23
TOTAL	136

6.3.1 Preparation of 30% Roadway Plans

Plans will include roadway sections, horizontal layout, vertical profile, and channelization plans. Most plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Cross-sections of the proposed roadway alignment will be provided at 25-foot stations for reference/review. The cross-section data will be provided electronically. The 30% civil plans will be coordinated and submitted to the City for review. The 30% civil plans will be attached to the Design Report. Review comments will be addressed and incorporated into the 60% civil plans.

6.3.2 Preparation of 30% Watermain Plans

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Exhibit A – Scope of Work

Continued

Plans will include a plan and profile of approximately 11,000 LF of new watermain, and the preliminary layout of appurtenances including hydrants, relief valves, service meter locations, and existing system connections. The plans will also account for the replacement of existing 8" WM within 152nd St. NE with 12" ductile iron pipe as identified in the 2016 Water System Plan, and any necessary re-locations caused by proposed sewer systems, culverts, or other roadway improvements.

6.3.3 Preparation of 30% Sewer Plans

Plans will include a plan and profile of approximately 11,000 LF of sanitary sewer line, and preliminary layout of side sewers, manholes and existing system connections.

Deliverables

- 30% Civil Design Plans

6.4 Preparation of 30% Engineering Estimate of Anticipated Construction Cost

An Engineer's Estimate of Anticipated Construction Cost will be prepared for the 30% level of design.

Deliverables

- 30% Engineering Estimate of Anticipated Construction Cost

Exhibit A – Scope of Work

Continued

6.5 Preparation of Design Report

OTAK will prepare a Design Report for the entire 156th/152nd St. NE, 160th St., and 51st Ave NE alignments. The Design Report will also utilize information being provided by the City. The Design Report is anticipated to include the following sections:

- Introduction/Overview
- Develop project design criteria
- Existing Conditions
- Traffic analysis and modeling
- Roadway and intersection geometric layout alternatives
- Environmental Review and Permitting
- Geotechnical
- Hydraulics/Drainage
- Stream/Culvert Requirements
- Structural Considerations
- Right-of-Way Requirements
- Utilities
- Streetscape/LID Approach
- Funding and Project Costs
- Project Phasing and Sequencing
- Project Schedule
- Engineers Estimate Anticipated Construction Cost

OTAK will submit a Draft Design Report to the City for review and comment. After City review and comment, a Final Design Report will be completed and submitted.

Deliverables

- Draft Design Report
- Final Design Report

7.0 STRUCTURAL DESIGN/ENGINEERING

The scope of services for the Structural Design/Engineering is based on the following assumptions:

- Structural engineering for this project will include retaining walls, culverts, and railings and/or fence post base connections attached to retaining walls and culverts.
- This phase of work will identify preliminary wall and culvert layout (station limits, length, max. height, wall pay area, culvert span and rise) and wall and culvert type options and recommendations based on level of roadway/civil design performed.

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Exhibit A – Scope of Work

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- Wall and culvert locations will be shown on the roadway plans. No structural plan sheets will be required for this phase of work.
- Suitable wall types will consist of mechanically stabilized earth (M.S.E.) known as Structural Earth Walls (SEW) in the WSDOT Std. Specifications, gravity block, cast-in-place cantilever, soldier pile, sheet pile and rockery walls.
- Wall type evaluation criteria will include wall height; cost; constructability; shoring; geotechnical findings and recommendations from the site investigation; anticipated scour based on project hydraulic analysis; adjacent potential conflicts such as right of way, trees, utilities, stormwater conveyance, wetlands and roadway design features; aesthetics; and consistency through the corridor.
- Suitable culvert types will consist of precast reinforced concrete, aluminum and steel three-sided box, four-sided box and arch structures.
- Culvert type evaluation criteria will include rise and span requirements; cover over the culvert; cost; constructability; shoring; geotechnical findings and recommendations from the site investigation; anticipated scour based on project hydraulic analysis; adjacent potential conflicts such as right of way, trees, utilities, stormwater conveyance, wetlands and roadway design features; and aesthetics.
- Wall and culvert design will be in accordance with the AASHTO LRFD Bridge Design Specifications, WSDOT Bridge Design Manual, WSDOT Geotechnical Design Manual, WSODT Design Manual and design parameters recommended by the geotechnical engineer based on findings from the site investigation.

7.1 Development of Wall Alternatives

OTAK will evaluate suitable wall types for cut and fill conditions along the project corridor, including those exposed to stream flow. OTAK will evaluate a minimum of two (2) types of suitable cut and fill walls.

The need for fencing, railing or barrier attached to the walls will be evaluated.

7.2 Development of Culvert Alternatives

OTAK will evaluate suitable culvert types for the Hayho Creek culverts carrying the new 156th St. NE and 160th St. NE road alignments. OTAK will evaluate a minimum of two (2) types of suitable culvert.

The need for fencing, railing or barrier attached to the culverts will be evaluated.

7.3 Preparation of Design Report

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OTAK will prepare a wall alternatives matrix, culvert alternatives matrix and narrative discussing the evaluation process, options and recommendations for inclusion in the Design Report.

Representative wall and culvert typical sections of the alternatives considered will be included. The wall and culvert design and construction cost estimate will be advanced to a 30% level.

Deliverables

- Wall alternatives matrix; culvert alternatives matrix; narrative discussing the evaluation process, options and recommendations; and 30% level wall and culvert costs as part of the Task 6.3 Design Report.

8.0 DRAINAGE ANALYSIS AND DESIGN/ENGINEERING

8.1 Development of Overall Drainage Concepts

Drainage analysis will be conducted utilizing current editions of The City of Marysville Drainage Manual, equivalent to the current 2014 Washington State Department of Ecology Stormwater Management Manual for Western Washington (Ecology 2014), The City of Marysville Engineering Design and Development Standards, and The City of Marysville Municipal Code.

Overall drainage concepts for the roadway corridor will be reviewed and developed for conveyance, water quality and flow control. The overall drainage concepts will be incorporated into the draft and final Design Reports. Otak will assess feasibility of the following stormwater management solution elements in order to develop a recommended solution approach:

- Utilizing capacity of existing regional facilities located on 40th Ave. NE by installing gravity connection to existing inlet pipes.
- On-site (within right-of-way) stormwater treatment and flow control facilities
- On-site LID BMPs
- Pumping to provide drainage connection to existing regional facilities or downstream drainage networks
- Integration of regional facility concepts developed in previous studies for the Edgecomb Creek sub-basin.

8.2 Hydrologic Analyses – Roadway and Streams

OTAK will create an HSPF (Hydrologic Simulation Program Fortran) model for the Hayho Creek basin to produce a continuous time series of runoff data from the drainage basin. The continuous time series of runoff and associated peak rates will become the hydrologic input for all hydraulic

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analyses to be performed using HEC-RAS and PC-SWMM. Inputs needed for modeling the proposed drainage and detention system will include sub-catchment areas, land use associated with the existing and proposed new development and stage-storage curves for stormwater facilities, Hayho Creek, and existing wetlands. Output files will be developed for input into the PC-SWMM model and peak flow rates determined for HEC-RAS.

As part of Task 2.2, Otak will review previous models prepared as part of the Smokey Point Master Drainage Plan and any models provided by the City that were prepared by others for the existing regional pond facilities. The modeling software (WWHM) has changed significantly since the previous models were developed, but the previous models will be updated and utilized as needed under Task 8.2.

8.3 Hydraulic Analyses – Conveyance and Stormwater Management Facilities

OTAK will analyze the hydraulic performance of the proposed conveyance storm drain systems, including backwater effects from detention ponds, wetlands, and Hayho Creek, using HEC-RAS and PC-SWMM.

The models will be applied to simulate the existing and proposed storm drain systems under existing and future land use conditions. Hydrological input will be imported from the HSPF analysis. The 6-month, 2-year, 10-year, 25-year, and 100-year design peak flows will be modeled using HEC-RAS and/or PC-SWMM software under existing land use conditions.

The results of the modeling effort will be used to identify the proper size and location of drainage system components and to identify potential problem areas within the project area and immediately upstream and downstream or created by the new road improvements and new culvert crossings under 156th and 160th Streets NE. The results will be exported or linked to the hydraulic models of the stormwater detention facilities. OTAK will size water quality and detention facilities to treat and detain stormwater runoff from the project area, in compliance with the City's stormwater regulations.

The following assumptions were made for this task:

- A model of the basin under existing conditions and after development of the road conditions will be created. The new development scenario will include the proposed detention facilities along with onsite LID facilities.
- Flow durations at selected points of compliance and at the outlet of the project area will be evaluated to ensure that the proposed stormwater and surface water management improvements provides adequate mitigation for the proposed new roadway improvements.

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- Stormwater detention standards for the stormwater facility design will be based on the current City of Marysville Stormwater Manual.
- Basic treatment is required in the basin to meet Ecology’s water quality standards to address stormwater runoff from rural roads within fish bearing drainages. The design objective will be to meet the full treatment requirements for the proposed new roadway improvements. This approach effectively uses existing regional facilities or the available land within the public right-of-way.

OTAK will prepare a Preliminary Hydrologic and Hydraulics Memorandum that summarizes the analysis methods used and the preliminary results for existing and proposed conditions

8.4 Culvert Study – Hayho Creek

Culvert crossings on streams are regulated by WDFW. The design standards require that the hydraulics be analyzed for fish passage and to confirm that overtopping of roadway will not occur. Normally the fish passage standard (stream simulation per WDFW) governs the sizing of the culvert. Due to the site topography for this project and the likely low roadway crossing, the fish passage standard may not provide adequate capacity. The following studies will establish the culvert sizing necessary for adequate capacity and to provide the technical backup required to be submitted to WDFW for permits.

Culvert Alternatives Analysis

This project proposes to prepare new 156th St. NE and 160th St. NE and to the install new curb, gutter, sidewalks on both sides of the street as well as planter strip/bio-retention facilities where space is available. A multi-use path is proposed along the north side of the new 156th/152nd St. NE corridor.

There is a fish bearing stream that currently flows within the proposed City right-of-way and the project limits. OTAK will develop culvert crossing concepts per the Washington Department of Fish and Wildlife (WDFW) guidelines.

OTAK will prepare and present an Alternatives Analysis Memorandum describing the alternative elements, the pros and cons and risks of each alternative, and will include an alternatives comparison table, and a recommendation for a preferred alternative. The comparison table will include project life cycle costs, level of constructability changes, private property impacts, public safety, functional risk (fish habitat, flooding, sediment depositions, channel instability, etc.) and ease of permitting.

Stream Characterization Study

OTAK will perform a field investigation and record observations, gather field measurements and

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take digital photographs documenting stream characteristics. The fieldwork will include assessment from through the project reach and 200-foot offsite upstream and downstream. The evaluation includes qualitative and quantitative assessments regarding: bankfull dimensions, substrate grain size distribution, habitat type, sediment transport processes, beaver activity and man-made channel alterations. Field data will be collected to identify the spatial distribution of the following:

- Sediment sources (overland, gullies, mass failures, and stream bank erosion and in-channel deposits) with quantitative field estimates of sediment volume where possible.
- Dominant reach-scale channel processes including sediment source, transport, and deposition.
- Channel form and process using channel evolution classification, including characterization categories such as pre-modified, constructed/disturbed, degrading-incision, degrading-widening, aggrading-widening, and restabilizing.
- Relative abundance of large and small woody debris and their effects on channel stability.
- Bed material characteristics.
- Conditions at storm sewer outfalls.
- Typical channel dimensions (bankfull width and depth, stream gradient).
- Hydraulic controls/constrictions such as culverts, bridges, log-jams, etc.

Stable Channel Analysis

Using input from the hydraulic analysis, sediment transport calculations will be carried out to facilitate an understanding of both the vertical and lateral stability of the existing channel and how the stability might be affected by future design changes. Sediment transport will be evaluated using incipient motion calculations to identify the range of flows over which the bed material will be mobile, and then estimating the quantity of sediment that can be transported in response to those flows (sediment continuity or sediment budget analysis). By comparing the transport capacity of the creek to estimates of the sediment supply, the vertical stability of the creek can be assessed. An evaluation of the lateral channel stability (bank erosion) will be based on information from the geomorphic assessment and quantitative information from the hydraulic and sediment transport calculations. Maintaining bank stability in the project reach is an important consideration for the project design. Adjustments to the design will be made if problems are identified.

8.5 Drainage Low Impact Development (LID) Best Management Practices (BMPs) Analyses and Design

Drainage LID Infeasibility Analyses

The current 2014 SWMMWW requires that all development sites use Low Impact Development (LID) best management practices (BMPs) for permanent stormwater control. The required process for selecting LID BMPs includes an exhaustive and site-specific investigation of LID infeasibility – conditions which make the use of an LID BMP legitimately infeasible in accordance with the

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manual's criteria. This includes the site conditions that will be confirmed through the geotechnical exploration such as soils characterization, depth the groundwater, and infiltration.

Otak will perform a feasibility analysis to identify locations where the five general LID BMPs listed in the SWMMWW are infeasible. It is anticipated that permeable pavement and bioretention will be considered feasible and will be selected for the design.

If LID BMPs are found to be feasible, the preferred configuration of facilities will be determined through the following analysis.

Drainage LID BMP Alternatives Analyses

OTAK will evaluate and present conceptual alternatives to incorporate low impact development (LID) Best Management Practices (BMPs) for storm water management, per the City's municipal NPDES permit and the City's 2016 Drainage Manual, to address flow control and water quality treatment requirements within the proposed project limits. This alternatives analysis will include up to five general LID BMP concepts, applied at various locations within the project area for up to two alternative site layouts for LID BMP applications. This task includes preliminary hydraulic calculations to size the five LID BMPs concepts, and the selected combination of these LID BMPs will be integrated in the comprehensive Conveyance and Stormwater Management Facilities hydraulic analysis, as part of Task 8.3, and will also be incorporated into the Stormwater Management Documentation under Task 8.7..

OTAK will prepare and present an LID BMP Alternatives Analysis Memorandum that will describe the alternative elements, the opportunities/benefits and risks of each alternative, and the effectiveness of the alternatives for storm water flow control and treatment. It will include an alternatives comparison table and a recommendation for a preferred alternative. The comparison table will include construction costs, project life cycle costs, level of constructability challenges, private property encroachment, public safety concerns, functional attributes (flow control, water quality treatment, screening, traffic calming, etc.) and ease of permitting.

Deliverables

- Preliminary Hydrologic and Hydraulic Analysis Memorandum
- Stream Characterization Study
- Stable Channel Analysis
- LID BMP Alternatives Analysis Memorandum

8.6 Stormwater Management Alternatives Analysis

Depending on the feasibility, cost estimation, and phasing considerations for the stormwater

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management solution elements listed under Task 8.1, Otak will develop alternative stormwater management approaches that compare different combinations of LID, water quality treatment, and flow control solution for consideration by the City. The alternatives will be presented in a matrix that compares multi-criteria such as technical, cost, and permit feasibility.

The following flow control/water quality alternatives will be considered:

- On-site facilities
- Staged Regional facilities (partial implementation of planned facilities)
- Full Regional facilities (existing or full implementation of planned facilities)

Deliverables

- Comparison Matrix

8.7 Stormwater Analysis Documentation

Based up on alternative selected in Task 8.6, In this task OTAK will prepare narratives that summarize the findings and conclusions from the studies completed in Tasks 8.1-8.5; as well as basis of design information from the City. These narratives will be added to the project Design Report (Task 6.3) in the Hydraulics/Drainage and the Stream/Culvert sections.

The narratives will summarize the following topics:

- Existing drainage features and drainage patterns of the existing roadway corridor and adjacent properties; and streams channels and floodplain characterization within the project area;
- Upstream and Downstream analysis of natural drainage features;
- Hydrologic characteristics of the project site conditions, for each of the drainage sub-basins, including basin boundaries, area, land cover, soil types, flow paths and times of concentration;
- Tabulated summary of hydrologic runoff conditions for historic/regulatory pre-development, existing, and developed conditions;
- Complete a preliminary hydraulic analysis for the roadway project to estimate the requirements for flow control, water quality treatment, and conveyance; and
- Review infiltration and pervious pavement alternatives

This task does not include preparation of a Drainage Technical Information Report for permitting or updated the Master Drainage Plan.

9.0 COMMUNITY INVOLVEMENT

9.1 Provide Support Materials for Community Involvement (Allowance)

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OTAK will support the City in the coordination and facilitation of community involvement activities for the project. OTAK will assist in the preparation of informational materials including handouts. OTAK will assist in the preparation of presentation graphics and other appropriate graphics to support the community involvement activities. An allowance has been established for this Task. Otak shall only proceed with any work under this task with the express written or documented verbal approval of the City Project Manager.

9.2 Property Owner/Business Owner Meetings (Assume 25 Meetings)

The City of Marysville Staff will take the lead in attending property owner meetings during the design process, particularly to discuss/review frontage impacts and to support the right-of-way acquisition effort. Task 9.2 provides hours for OTAK to attend up to twenty five (25) property owner meetings during the design phase. See Exhibit A3, Universal Field Services scope, for additional detail.

10.0 SPECIAL STUDIES

10.1 Project Phasing Evaluation

OTAK will assist the City in establishing and evaluating potential phasing options for the project. The phasing options will be developed based on schedule impacts, environmental/permitting constraints, development driven improvement, right-of-way dedication and acquisition constraints, and funding considerations. Work will include the preparation of a phasing plan, showing potential phasing limits, and a narrative to describe the phasing. Work also includes the evaluation of construction cost by phase, based on the Engineer's Estimates prepared per Task 6.15 and based on potential cost escalation due to a phased approach.

Deliverables

- Project Phasing Plan and Narrative

10.2 Project Funding Evaluation

OTAK will support the City in the coordination and completion of funding requests for the project. OTAK will assist in the preparation of general materials, graphics and technical information to support the various funding request applications. An allowance has been established for this Task.

Deliverables

- Project Funding Evaluation Narrative

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10.3 Project Funding Support Documentation - Allowance

OTAK will support the City in the coordination and completion of funding requests for the project. OTAK will assist in the preparation of general materials, graphics and technical information to support the various funding request applications. An allowance has been established for this Task. Otak shall only proceed with any work under this task with the express written or documented verbal approval of the City Project Manager.

EXHIBIT A1
SCOPE OF SERVICES
GEOTECHNICAL ENGINEERING AND HAZARDOUS MATERIALS SCREENING
156TH ST NE, 160TH ST NE, AND 51ST AVE NE IMPROVEMENT PROJECT
CITY OF MARYSVILLE
GEOENGINEERS JOB NO. 0925-017-00

INTRODUCTION

GeoEngineers, Inc. is pleased to present our proposed scope and fee estimate for geotechnical engineering and hazardous materials screening services in support of the City of Marysville 156th Street NE, 160th Street NE, and 51st Avenue NE improvement project. We understand the project will include 2 miles of new roadway and approximately ½ mile of roadway widening, associated sidewalks and bicycle lanes, stormwater improvements and culvert crossings at Hayho Creek. The new roadway for 156th Street NE will include up to 5 lanes, sidewalks and a multi-use path located on the south side of the roadway. New roadway for 160th Street NE will include a minimum of 3 lanes with bicycle lanes, planter strips, and sidewalks. Roadway widening along 51st Avenue NE will be similar to 160th Street NE with a minimum of 3 lanes.

GEOTECHNICAL ENGINEERING SCOPE OF SERVICES

Based on our experience in the immediate site area and review of existing studies, subsurface conditions consist primarily of a variable depth of surficial fill overlying medium dense recessional outwash of the Marysville Sand Member. Groundwater levels are anticipated to be within a couple feet of the existing ground surface. Key geotechnical issues will include earthwork for pavements and culvert support, alternatives for pavement design and construction methods, feasibility of LID, utility excavation and shoring, retaining walls, and new signal poles. Based on our project understanding and experience with similar roadway improvement projects, we propose the following geotechnical design services:

A. REVIEW AVAILABLE GEOLOGIC AND SUBSURFACE INFORMATION

- a. Review the results of previous nearby explorations, available geotechnical studies, geologic and topographic maps, soil surveys, and public databases pertaining to subsurface conditions.

B. PREPARE GEOTECHNICAL EXPLORATION PLAN AND APPROPRIATE TRAFFIC CONTROL

- a. Perform a targeted, on-site visual geologic reconnaissance of the project to identify critical design elements, locate proposed borings, plan the traffic control operations, and develop permit applications. This will include an assessment of suspected soft ground conditions, retaining wall locations, culvert support considerations, signal pole locations and an evaluation of boring access.
- b. Submit the exploration plan and traffic control plans for review and approval by OTAK and the City. We anticipate shoulder or lane closures will be required to complete some of the proposed borings. We will develop and submit a traffic control plan to the City, and provide the necessary flaggers and warning signs during field exploration. The Geotechnical Exploration Plan will include a site plan showing the locations of the proposed explorations and a description of the proposed exploration methods.

C. FIELD EXPLORATION PROGRAM AND LABORATORY TESTING

- a. Complete the one-call utility locate and meet with utility representatives on site to clear boring locations. We also plan to subcontract a private locator to clear borings in the undeveloped portions of the site, and confirm other locates obtained within the right-of-way by the one-call.
- b. Perform a pavement condition assessment of the existing pavements, identifying types and severity of pavement distress for consideration in overlay design.
- c. Evaluate subsurface soil and groundwater conditions at the proposed improvement locations by drilling hollow-stem auger borings with either a truck- or track-mounted drill rig, and by excavating shallow holes with hand auger equipment. We anticipate hand augers will be relatively shallow, obtaining refusal at groundwater level. Our scope includes up to 10 borings and 3 hand augers, for a total drilling footage on the order of 140 to 150 feet. This results in an exploration roughly every 1,000 lineal feet. At this time, we estimate the following distribution of borings for the various project elements:

Proposed Structure/Improvement	Number of Explorations*	Exploration Method	Anticipated Depth (ft)
Culvert/Stream Realignment	2	Drill Rig	15 to 20
Roadway Embankment/Utilities	4	Drill Rig	10 to 15
Retaining Walls	2	Drill Rig	10 to 15
Retaining Walls/Embankments	3	Hand Auger	<5
New and Revised Traffic Signals	2	Drill Rig	20

*Additional borings may be necessary during the final design stages to investigate subsurface conditions for site improvements that are developed during design. Up to three monitoring wells will be installed to monitor long-term groundwater conditions.

A geologist or geotechnical engineer from GeoEngineers will observe the explorations, obtain soil samples from the borings, and prepare field logs of conditions encountered in the explorations. Soil samples will be obtained from the exploratory borings on about a 2½- or 5-ft depth interval using the Standard Penetration Test (SPT) procedure, and will be delivered to our laboratory for further examination and classification. Soil samples obtained from the explorations will be held in our laboratory for 30 days after submittal of the final report, unless arrangements are made to retain them. Upon completion of sampling and logging, the boreholes will be decommissioned in accordance with the requirements of WAC 173-160. Excess cuttings from the exploratory borings will be properly disposed of offsite.

- d. Perform laboratory tests on representative samples of the soils, including tests for moisture content, density, particle size distribution, and Atterberg Limits tests, as appropriate. Evaluate pertinent physical and engineering characteristics of the soils based on the results of the field exploration, laboratory testing and our experience.
- e. Provide support for design of shallow infiltration features, if deemed feasible. This will include particle size distribution (combined sieve and hydrometer, ASTM D 422-63) on up to four samples obtained in borings for the purposes of providing estimated infiltration rates. Pilot infiltration

testing is not planned at this time, but can be scoped following the results of the exploration plan, if warranted.

D. PROVIDE GEOTECHNICAL DESIGN RECOMMENDATIONS

- a. Describe site conditions including detailed subsurface soil conditions encountered based on results of Tasks A and C above.
- b. Evaluate geologic hazards along the alignment.
- c. Prepare a summary of our assessment of the existing pavement condition.
- d. Provide geotechnical recommendations for design including:
 - Earthwork and site preparation including suitability of on-site soils for reuse in utility backfill and subgrade preparation, placement and compaction of structural fill, and mitigation of unsuitable soil conditions. This will include an evaluation of the effects of weather and/or construction equipment on site soils.
 - Foundation support, lateral earth pressures, and backfill considerations for the proposed culvert realignment.
 - Pavement and retaining wall subgrade and foundation support materials.
 - Pavement design sections based on the developed traffic data and City of Marysville standards.
 - Temporary and permanent slopes.
 - Signal pole foundations.
 - Perform engineering analyses and provide conclusions and recommendations for retaining walls including geotechnical parameters for MSE walls, green walls, reinforced concrete walls, rockeries, or other wall systems for use in bidding.
 - Settlement estimates including foundation considerations in soft ground conditions.
 - Temporary shoring parameters where applicable including lateral pressures, and partial shoring considerations.
 - Storm drain pipe support including bedding and trench backfill.
 - Provide recommendations for surface and subsurface pavement drainage measures for the widened portions of the roadway.
 - Provide preliminary estimates of infiltration rates for design of infiltration facilities based on the results of the laboratory testing.
 - Erosion control considerations during construction.
 - A summary of geotechnical considerations for use in project specifications.
 - Recommendations for monitoring and testing during construction.

E. GEOTECHNICAL DESIGN REPORT AND DESIGN TEAM MEETINGS

- a. Provide consultation and attend 2 to 3 design team meetings, as requested.
- b. Prepare a written report (draft and final) presenting our conclusions and recommendations. Our report will include supporting site plan, a discussion of geologic hazards, results of our field exploration and laboratory testing, and geotechnical recommendations outlined above in Section D.

ASSUMPTIONS:

- The City will provide a no fee right-of-way (ROW) use permit.
- Up to three piezometers will be installed in the borings.
- Field exploration work will be performed during normal business hours (i.e., no night or weekend work is planned).
- Pilot infiltration testing is not included in this scope of services.

DELIVERABLES:

- Geotechnical Exploration Plan
- Traffic Control Plan
- Draft and Final Geotechnical Report

HAZARDOUS MATERIALS SCREENING SCOPE OF SERVICES

Our proposed hazardous materials screening scope is based on our discussions with Otak and our experience on similar roadway improvement projects. The scope of assessment has similarities to, but not intended to represent, a Phase I Environmental Site Assessment (ESA) study per ASTM International (ASTM) Standard 1527-13 for Phase I ESAs. We recommend modifying our scope to provide a Phase I ESA for areas where the City plans to purchase new right of way. We propose our hazardous materials screening scope include the following tasks:

A. SITE SCREENING REVIEW/REGULATORY DATABASE STUDY

Conduct a regulatory data search consistent with ASTM, EPA, and Ecology standards and guidance pertaining to hazardous materials. Environmental Data Research, Inc (EDR) will be contracted to provide a comprehensive search of existing environmental regulatory agency databases for known or suspected environmental concerns within the study area. Title searches will not be conducted as a part of this scope effort.

B. FIELD RECONNAISSANCE/WINDSHIELD SURVEY

Conduct a drive-by reconnaissance of the project area (“windshield survey”). The windshield survey will focus on sites with known or suspected environmental concerns that could potentially affect acquisition or construction decisions. Properties being considered by the city for acquisition will be included in the windshield survey. Windshield surveys will be limited to features readily observed

from public access corridors and will not include entering or observing conditions inside buildings. Information obtained during the windshield survey will be recorded in field notes and photographs.

C. FILE REVIEW/AERIAL PHOTOGRAPH REVIEW/DATA VALIDATION

The overall project study area will include properties within and adjacent to the proposed ROW that have a potential to affect acquisition decisions and construction activities due to the possible presence of contaminants. Suspect properties will be identified during the field reconnaissance. Pertinent files for suspect properties will be reviewed to identify the nature and extent of any known contamination and remedial action status, and the effect these may have on environmental conditions within the project corridor. This sub-task will include the following:

- a. Review publicly available records at local environmental agencies.
- b. Interpret the history of the project site using available aerial photographs.
- c. Review available geologic and topographic maps to determine surface drainage paths and groundwater depth and flow direction in the vicinity of the study area.
- d. Screen suspect properties based on their location relative to prospective ROW construction area and additional site-specific environmental data available in regulatory agency files. The screening will identify conditions that represent a potential to significantly impact the ROW project, including design, acquisition, and/or construction.
- e. Summarize environmental conditions at the known or suspected contaminated sites identified within the project area.
- f. Evaluate potential impacts that known or suspected contamination may have on project development, including property acquisition and construction activities and costs.
- g. Identify potential measures and options to minimize potential impacts of hazardous substances to the proposed project.

D. PREPARE DRAFT AND FINAL TECHNICAL REPORT

Prepare a draft technical report summarizing the evaluations in accordance with WSDOT Guidance and Standard Methodology for Hazardous Materials Discipline Reports dated June 2009. One round of review and comment of the draft report is assumed. Respond to comments and prepare final technical report.

E. MEETINGS

- a. Attend up to two meetings with the design team and City of Marysville, as requested.

EXHIBIT A2
SCOPE OF SERVICES
TRAFFIC MODELLING AND ANALYSIS, SIGNAL AND ILLUMINATION DESIGN
156TH ST NE, 160TH ST NE, AND 51ST AVE NE IMPROVEMENT PROJECT
CITY OF MARYSVILLE
THE TRANSPO GROUP (TRANSPO)

- Traffic volume forecasts – Transpo will develop forecasts for the future year 20 years after year of opening. Transpo will develop 2 sets of forecasted traffic volumes for use in the operations and concept design analysis. The first forecast will be extrapolated from the current 2035 Plan travel demand model. The second forecast will adapt the first based on more detailed assumptions for the MIC area, such as a higher percent distribution expected from the I-5 corridor (regional trips).
- Transpo will conduct operations analysis to define the size and scope of the intersection and roadway designs. This will be done for the 2 sets of volume forecasts (Plan scenario and Alternate MIC scenario), and for different traffic controls (signals and roundabouts). The traffic analysis will address the sizing (number lanes) needed for each of the study corridors.
- Transpo will develop conceptual plans for 3 major intersection alternatives, a roundabout and signal, to support the initial traffic analysis discussions. This effort is anticipated at the intersections of 51st Avenue NE with 152nd Street NE and 160th Street NE, and the new 156th St. NE alignment with existing 152nd St. NE. These conceptual plans will utilize topographic survey and aerial images to portray the horizontal extents of each alternative. The purpose of the conceptual drawings is to help identify physical impacts of each alternative such as ROW, utilities, pavement, etc.
- Transpo will assist with access control for parking at the Strawberry Fields athletic complex and dog park, including possibly exploring routing traffic through the new intersection of 156th St. NE/152nd St. NE.
- Traffic analysis documentation – Transpo will document the assumptions used in the traffic analysis.
- 30% Design – Transpo will develop 30% design plans for intersection improvements at the following 4 intersections:
 - 51st Avenue NE with 152nd Street NE – roundabout or traffic signal
 - 51st Avenue NE with 160th Street NE – roundabout or traffic signal
 - 160th Street NE with Smokey Point Boulevard – traffic signal
 - 156th Street NE with Smokey Point Boulevard – traffic signal modification
- For intersections that include the design of a traffic signal, it is anticipated that the following sheets will be developed for each intersection for inclusion in the overall project plan set:
 - Traffic Signal Plan at 1"=20' scale (1 sheet)
 - Traffic Signal Pole Schedule (1 sheet)

For intersections that include the design of a roundabout, it is anticipated that RRFB's will be installed on all multi-lane entries and exits. For each roundabout intersection, the following sheets will be developed by Transpo for inclusion in the overall project plan set:

- Channelization and Signing (including RRFB) sheets at 1"=20' scale (4 sheets)
- Channelization and Signing (including RRFB) Details (1 sheet)

TRAFFIC MODELLING AND ANALYSIS, SIGNAL AND ILLUMINATION DESIGN

Transpo will support the project team with internal review of channelization plans, including storage lengths, intersection layout, etc

Transpo will also prepare 30% roadway illumination plans and an engineer's opinion of probable costs for roadway illumination along approximately 2.5 miles of roadway. Roadway illumination will be designed to meet current City of Marysville standards. Supporting light level calculations will also be prepared and submitted. It is anticipated that the roadway illumination plan set would include the following plan sheets:

- Off-Site Roadway Illumination Plans at 1"=40' scale (11 sheets)
- Design report documentation – Transpo will support the development of the design report by documenting design decisions made during the concept analysis task.

EXHIBIT A3
SCOPE OF SERVICES
RIGHT OF WAY FEASIBILITY AND SUPPORT
156TH ST NE, 160TH ST NE, AND 51ST AVE NE IMPROVEMENT PROJECT
CITY OF MARYSVILLE
UNIVERSAL FIELD SERVICES

According to the City, there are no federal funds in any phase of the project. However the City desires to preserve its eligibility for future federal funds if needed. Therefore, all right of way feasibility and support services will be completed in consideration of the City's WSDOT approved Right of Way Acquisition Procedures, including WSDOT's LAG Manual, Section 25 – Right of Way Procedures, and the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act. See Table A below depicting the tax parcels potentially impacted by the interim improvements.

The objective of this task is to evaluate potential real property acquisition impacts, offer support and provide recommendations to help minimize impacts as they may relate to the owner's continued and remainder use of each property. The City's conceptual plan of the roadway alignment appears to directly impact up to twenty-five (25) separate tax parcels. Current City zoning maps indicates parcels surrounding the westerly portion of the roadway are General Commercial while the easterly parcels are zoned Light industrial. An Open Space buffer separates the two zones.

In summary, Universal Field Services (UFS) will coordinate early on with the project design team to help identify real property rights (permanent and temporary) that may be required and evaluate the potential acquisition impacts as they relate to right of way acquisition costs and schedule. Outreach support work may include conducting "one on one" meetings with property or business owners as part of a vetting process to integrate concerns and issues with design. Other support work will include identification and review of ownership information; assessment of design / property acquisition impacts; and estimated preliminary acquisition and relocation costs. UFS staff will attend project team meetings as required to offer support and provide recommendations to help minimize real property impacts throughout the project corridor.

Preliminary estimates of right of way acquisition costs will be based on upward adjustments of Snohomish County's assessed land values and comparable land sales data when available. Estimated cost to cure expenses may require assistance from the project design team to mitigate drainage impacts, change in access, landscaping, etc. Assessment of relocation assistance costs if required resulting from the displacement of occupants or personal property will be determined by observation from either the public right of way or the preferred method of personal interviews with property owners.

a) Team Coordination and Meetings

UFS staff will attend a kick off meeting and up to four (4) progressive team meetings to offer feedback to various questions presented by the design team and from property owners. UFS will be available to further provide input on an as-needed basis between team meetings.

Deliverable:

- Attend Kick off meeting – City office
- Attend four (4) progressive team meetings – City Office
- Provide input on an as-needed basis

b) Parcel / Ownership Research



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RIGHT OF WAY FEASIBILITY AND SUPPORT

It is assumed up to twenty-five (25) separate tax parcels may be impacted by the City's conceptual roadway alignment. UFS will develop a Parcel Summary Spreadsheet based on current Snohomish County Assessors records. The spreadsheet to include at a minimum: tax parcel numbers; ownership; zoning; current use; and size.

In this early phase of the project and in lieu of ordering title reports, UFS will research online public records for last deeds of conveyance of each tax parcel shown in Table A. This will further confirm ownership as at times the assessor's office may list the taxpayer as the owner such as a property management firm.

Deliverable:

- Develop Parcel Summary Spreadsheet (to include up to 25 tax parcels)
- Research online public records for last deeds of conveyance (up to 25 each)

c) Property Owner Meetings

UFS staff will attend early "one on one" meetings with property owners as part of a vetting process to integrate concerns and issues with the design team. At times it may be necessary for the design team or City staff to attend depending upon relationships, severity of impacts, and the understanding of an owner's known concern. Coordination with private property owners early on will develop an understanding of future sale or development plans to maximize the owners' future use. It is assumed one (1) meeting may be needed with owners of each tax parcel shown in Table A.

Deliverable:

- Attend twenty-five (25) "one on one" meetings with property owners
- Summarize owner concerns in writing for City and Design Team use.

d) Assessment of Right of Way Needs

As City's conceptual design develops, UFS will assist the design team by recommending the types of permanent and temporary real property rights to be acquired that would be sufficient to adequately construct, operate and maintain the public roadway improvements. Many of the various real property rights needed may include: fee simple, permanent slope easement, permanent access easements, permanent utility easements, temporary construction easements, temporary construction permits, lease agreements, etc. UFS will conduct and coordinate with the design team to provide assessments of two separate roadway plan reviews with recommendations of the real property rights to be acquired.

Deliverable:

- Two Roadway Plan reviews with recommendations of real property rights to acquire

e) Preliminary Right of Way Acquisition Cost Estimate

Based on advanced design of the roadway and upon direction by the City and design team, UFS will complete an estimated right of way costs to include related itemized costs similar to a True Cost Estimate per WSDOT's LAG Manual Section 25 – Right of Way Procedures. Estimate of related costs will include just compensation to individual property owners; appraisal and appraisal fees; acquisition negotiation service fees; relocation assistance service fees; relocation costs; title and escrow fees; property management (if



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City of Marysville Scope of Services

RIGHT OF WAY FEASIBILITY AND SUPPORT

any); statutory evaluation allowance; and incidental expenses (condemnation, etc.). Twenty-Five (25) tax parcels shown in Table A will be included in the estimate.

Deliverable:

- One (1) Preliminary Right of Way Acquisition Cost Estimate to include 25 tax parcels
- Obtain verbal input from qualified Appraiser

f) Preliminary Right of Way Acquisition Schedule

Based on advanced design of the roadway and upon direction by the City and design team, UFS will develop a Preliminary Right of Way Acquisition Schedule in excel. The schedule will assume federal funds in the ROW Phase and include major tasks comprising completion of: Right of Way Plan (*Design Team input*); Project Funding Estimate (PFE) or True Cost Estimate (TCE); Relocation Plan (if necessary); NEPA (*Design Team input*); FHWA Obligation to use Federal Funds for ROW; Appraisals, Appraisal Reviews; Acquisition Negotiations, Relocation Assistance (if necessary); and ROW Certification.

Deliverable:

- One (1) Preliminary Right of Way Acquisition Schedule

TABLE A		
No.	Tax Parcel No.	Owner
1	31052800300800	Smokey Point Boulevard LLC
2	31053300200200	Nordholm Properties LLC
3	31053300100700	Bluffs End Trust / Four Peaks LLC / Echelbarger, Lindsey & Carolyn / Echelbarger, Patrick & Marilyn
4	31052800400300	Bluffs End Trust / Four Peaks LLC / Echelbarger, Lindsey & Carolyn / Echelbarger, Patrick & Marilyn
5	31053300100500	Long, Steven
6	31053300100400	Bluffs End Trust / Four Peaks LLC / Echelbarger, Lindsey & Carolyn / Echelbarger, Patrick & Marilyn
7	31053300101700	Due, Clarence W.
8	31053300101400	Marysville School District 25
9	31053300101300	Nordholm, Gregory E.
10	31053400200700	Brutus Associates LLC
11	31053400200600	Brutus Associates LLC
12	31053300100100	Craft, William & Lynda
13	31053300100200	Maxwell, Daniel J.
14	31053300101800	Wells, Woody & Carol
15	31053300101600	Razz Brothers LLC
16	31053300100300	Mueller, Larry & Tamera
17	31053400201400	Gill Properties I LLC
18	31052700301000	Evar, Matthew J.
19	31052700300600	Evar, Matthew J.
20	31052700300500	Steiner Farms LLC
21	31052800400400	Pacific Continental Bank



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RIGHT OF WAY FEASIBILITY AND SUPPORT

22	31052700300400	Steiner Farms LLC
23	31052800400100	Pacific Continental Bank
-	31052800300200	City of Marysville
-	31052800300100	City of Marysville
-	31052800300300	City of Marysville
24	31052800301800	Smokey Point Boulevard LLC
25	31052800301000	Petritz, James G.

Note: Ownerships shown above were obtained from Snohomish County's Property Parcel Data - Tax Website as of 12-9-17.

Exhibit D
Prime Consultant Cost Computations

Agreement Number: N/A

Exhibit E1

**156th Street NE, 160th Street NE, and 51st Avenue NE Improvement Project
Geotechnical Engineering and Hazardous Materials Screening
Total Estimated Fee**

Date: 12/21/2017
For: City of Marysville and Olak

Position Classification	Geotechnical Task Hours						Hazardous Materials Task Hours					Total Hours	Maximum Salary Rate	Totals		
	Task A Data Review / Coordination	Task B Geotechnical Recon and Develop Exploration Plan	Task C Field Exploration Program and Lab Testing	Task D Engineering Analyses and Design	Task E Geotechnical Design Report	Task F Meetings and Consultation	Task A Site Screening/ Regulatory Review	Task B Field Recon	Task C File Review	Task D Technical Report	Task E Meetings					
Principal									1	8	8	17	x	\$75.00	=	\$1,275
Associate	6	2	2	2	6	8				2		28	x	\$68.00	=	1,904
Senior Engineer/Scientist/Analyst 2												0	x	\$56.74	=	0
Senior Engineer/Scientist/Analyst 1	4		2	4	8	6						24	x	\$47.12	=	1,131
Scientist 2												0	x	\$44.43	=	0
Engineer 1	8	12	8	12	12	4						56	x	\$43.91	=	2,459
Scientist 1							6	6	16		24	52	x	\$40.63	=	2,113
Staff 3 Engineer												0	x	\$38.53	=	0
Staff 3 Scientist												0	x	\$31.40	=	0
Staff 2 Engineer		10										35	x	\$35.85	=	1,255
Staff 2 Scientist			25									0	x	\$31.30	=	0
Staff 1 Engineer												0	x	\$33.33	=	0
Staff 1 Scientist												0	x	\$27.78	=	0
Administrator 3			4		6						12	28	x	\$39.90	=	1,117
Administrator 2										8	4	12	x	\$48.18	=	578
Administrator 1												0	x	\$23.51	=	0
CAD Technician											4	4	x	\$25.75	=	103
CAD Designer					6							6	x	\$35.80	=	215
CAD Design Coordinator					2						8	10	x	\$50.02	=	500
Technician												0	x	\$21.47	=	0
Senior Technician												0	x	\$25.66	=	0
Lead Technician												0	x	\$29.84	=	0
Hours Per Task	18	24	41	18	40	18	6	6	17	66	18	272				
Direct Cost Per Task	948	1021	1637	851	1866	1002	244	244	725	3079	1032					\$12,650
Overhead Per Task	2012	2169	3476	1808	3962	2128	518	518	1539	6536	2191					\$26,858
Profit Per Task	284	306	491	255	560	301	73	73	218	924	310					\$3,795
Task Totals	3244.37	3498.52	5605.04	2914.51	6388.10	3431.28	834.51	834.51	2482.09	10536.39	3533.15					
Labor Totals					Geotechnical	25079.84			Hazardous Materials	18222.65						\$43,302

Reimbursables:																
Field Supplies/Expenses												300				\$300
Laboratory Testing												1310				1,310
Mileage			150	200				150				500	x	0.575		288
Subconsultants:																
Drilling Subcontractor				11326									1	x	11326	11,326
Utility Locate Subcontractor				500									1	x	500	500
Traffic Control Subcontractor				900									1	x	900	900

Subtotal Reimbursables and Subconsultants: **\$14,624**

PREPARED BY:
GeoEngineers, Inc.
17425 NE Union Hill Road
Redmond, WA 98052

Cross Check: 57926

Total Estimate: **\$57,926**

Exhibit E2 (Transpo Group) Sub-Consultant Cost Computations



Number / Project Name
Marysville 156-51-160

Pay rates are effective from July 8, 2017 through June 29, 2018, within the ranges shown in the attachment. Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Design Manager	Project Engineer	CAD	Admin
initials	BMT	RP	BK	MW	CLF
job title	Eng L6	Eng L6	Eng L4	Eng L2	PA L2
cost rate	\$54.88	\$54.88	\$43.85	\$35.72	\$28.08

Labor:

	Work Task					Hours	Cost	
1	Project Management	4				2	6	\$276
2	Existing and Future Volume Forecasts	16					16	\$878
3	Future Operations: 2 Scenarios	16		8			24	\$1,229
4	Concept Plans	4	4	12	32		52	\$2,108
5	Traffic Analysis Documentation	8			4		12	\$582
6							0	\$0
7	30% Design		8	10	32		50	\$2,021
8	Roadway Illumination		8	10	40		58	\$2,306
9	Design Report Documentation		2	8			10	\$461
10							0	\$0
11							0	\$0
12							0	\$0
13							0	\$0
14							0	\$0
15							0	\$0
16							0	\$0
17							0	\$0

Total Hours	48	22	48	108	2	228	
Labor Costs	\$2,634	\$1,207	\$2,105	\$3,858	\$56		\$9,860.32

Overhead	Rate	167.68%		\$16,533.78
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Fee (as a % of labor)	30.00%	\$2,958.10
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Miscellaneous Expenses:

Item	Reimbursable Cost
1 Federal Express / Courier	\$0
2 Phone	\$0
3 Fax	\$0
4 Postage	\$0
5 Graphic supplies	\$0
6 Photography	\$0
7 Travel expenses (mileage)	\$0
8 Reproduction	\$0
9 Traffic counts	\$0
10 Traffic accident data	\$0
11 Spec. MPS model run	\$0
12 Transportation Concurrency Application	\$0
Total Reimbursable Expenses	\$0

Subconsultants:

Firm	Subs Cost
1 Subconsultant A	\$0
2 Subconsultant B	\$0
3 Subconsultant C	\$0
4 Subconsultant D	\$0
5 Subconsultant E	\$0
Total Subconsultants	\$0

TOTAL ESTIMATE \$29,353.00

FIRM: UNIVERSAL FIELD SERVICES, INC.

Client: City of Marysville
 Project: 156th St NE, 51st Ave NE, 160th St NE
 Date: 12/9/2017

Prepared by: MLegei

Phase/Task Description	Project Oversight	Project Manager	Acquisition Specialist	Title / Escrow Specialist	Sr Admin Specialist	Mileage	UFS Labor
Labor:	Hourly Rates	\$58.00	\$50.00	\$42.00	\$42.00	\$30.00	\$0.535
10 - Right of Way Feasibility & Support							
a	Team Coordination and Meetings	27.0	31.0	0.0	0.0	0.0	\$ 3,116.00
b	Parcel / Ownership Research (25 ea)	3.0	3.0	0.0	8.0	4.0	\$ 780.00
c	Property Owner Meetings (25 ea)	48.0	52.0	0.0	0.0	0.0	\$ 5,384.00
d	Assessment of Right of Way Needs	12.0	10.0	0.0	0.0	0.0	\$ 1,196.00
e	Preliminary Right of Way Acquisition Cost Estimate	20.0	32.0	0.0	4.0	2.0	\$ 2,988.00
f	Preliminary Right of Way Acquisition Schedule	4.0	2.0	0.0	0.0	0.0	\$ 332.00
Subtotal		114.0	130.0	0.0	12.0	6.0	\$ 13,796.00
		Overhead	52.31%				\$ 7,216.69
		Fixed Fee	30.00%				\$ 4,138.80
TOTAL LABOR		6,612.0	6,500.0	0.0	504.0	180.0	\$25,151.49

DIRECT EXPENSE ITEMS:	Rate	Units	Quantity	COST
Mileage	\$0.535	3,210.0		\$1,717.35
Postage	at cost	N/A		\$100.00
Parking	at cost	N/A		\$100.00
Miscellaneous				\$300.00
TOTAL DIRECT EXPENSE ITEMS				\$2,217.35

SUBCONSULTANTS

Appraiser (Verbal Input) (4 hours at \$250 each) \$1,000.00
 2% Administrative (B&O taxes, etc.) \$20.00

SUBCONSULTANT TOTALS

\$1,020.00

TOTAL LABOR & DIRECT REIMBURSABLE EXPENSE ITEMS	\$28,388.84
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Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: N/A

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Otak, Inc.

whose address is

2731 Wetmore Avenue, Suite 402, Everett, WA 98201

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Marysville Public Works and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Otak, Inc.

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: N/A

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number: N/A

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: N/A

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number: N/A

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: N/A

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)


The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number: N/A

Index #10

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

CITY COUNCIL MEETING DATE: January 22, 2018

AGENDA ITEM: Project Acceptance – Marshall Elementary Safe Routes to School	
PREPARED BY: Kyle Woods, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Notice of Physical Completion	
BUDGET CODE: 30500030.563000.M1506	AMOUNT: \$526,129.14

SUMMARY:

The work of this contract involved the construction of pedestrian and bicycle improvements on 116th St NE from east of State Avenue to east of 47th Ave NE and near Marshall Elementary School. The work included site preparation, storm drainage facilities, curb, gutter and sidewalk, grading, pavement cutting, paving, striping, signage and property restoration.

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

The project was awarded to SRV Construction on June 12, 2017 in the amount of \$517,878.20. SRV Construction completed the project on December 15, 2017 with a total project cost of \$526,129.14 which was \$8250.94 or 1.59% higher than the original bid price.

Total Project Cost	\$526,129.14
<u>Safe Routes to School Construction Funding</u>	<u>\$310,000.00</u>

Total Construction Cost to the City (TBD Funds): \$216,129.14

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to accept the Marshall Elementary Safe Routes to School project with SRV Construction, 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

December 19, 2017

SRV Construction, Inc.
PO Box 481
Oak Harbor, WA 98277

Subject: Marshall Elementary Safe Routes to School – Notice of Physical Completion

Dear Mr. Snyder:

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Wednesday December 15, 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 (September 11th). 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)

As always, it has been a pleasure working with you and the rest of the SRV staff on this project. I look forward to working with you on future projects.

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 #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/22/2018

AGENDA ITEM:	
A RESOLUTION OF THE CITY OF MARYSVILLE AUTHORIZING A \$1,445,500.00 INTERFUND LOAN FROM THE SOLID WASTE MANAGEMENT FUND 410 TO THE PARKS CAPITAL IMPROVEMENT FUND 310, AND PROVIDING FOR PAYMENT AND A FORMULA FOR PAYMENT OF INTEREST.	
PREPARED BY:	DIRECTOR APPROVAL:
Sandy Langdon, Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Proposed Resolution	
BUDGET CODE:	AMOUNT:
SUMMARY:	

An interfund loan has been proposed to fund the purchase of the opera house. An interfund loan will be from the Solid Waste Management Fund for a period of not more than 30 years.

The opera house rental budget will be used to make annual payments, including interest to repay the interfund loan.

RECOMMENDED ACTION:
Staff recommends council approve the resolution authorizing a \$1,445,500.00 interfund loan from the Solid Waste Management Fund 410 to the Parks Capital Improvement Fund 310, and providing for payment and a formula for payment of interest.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE AUTHORIZING A \$1,445,500.00 INTERFUND LOAN FROM THE SOLID WASTE MANAGEMENT FUND 410 TO THE PARKS CAPITAL IMPROVEMENT FUND 310, AND PROVIDING FOR PAYMENT AND A FORMULA FOR PAYMENT OF INTEREST.

WHEREAS, the City Council determined to seek long-term financing to purchase property for park, culture, and recreational purposes; and

WHEREAS, parks, culture, and recreation enhance the public welfare and quality of life for Marysville residents; and

WHEREAS, the City’s ability to offer cultural and recreational opportunities to its residents will be further enhanced by the purchase of the Marysville Opera House; and

WHEREAS, the City has an immediate need for financing the purchase of the Marysville Opera House; and

WHEREAS, Solid Waste Management Fund 410 the is able to loan the funds and will not require the loaned funds during the loan period; and

WHEREAS, interest on the interfund loan is subject to interest imposed at a rate as set forth by the Local Government Investment Pool; and

WHEREAS, the Park Capital Improvement Fund 310 is obtaining funding by grants and/or internal allocation of funds and will have the ability to repay the interfund loan and interest; and

WHEREAS, establishing an interfund loan from the Solid Waste Management Fund 410 to the Park Capital Improvement Fund 310 is necessary and in the public interest.

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

Section 1. Loan.

There is established an interfund loan in the amount of \$1,445,500.00 from the Solid Waste Management Fund 410 to the Park Capital Improvement Fund 310.

Section 2. Interest.

A. The initial interest on said loan shall be set at the rate of 0.90% as set by the Local Government Investment Pool (LGIP) Anticipated Gross Earnings Rate average of December 2016 to November 2017. Found on the following web site.

<http://www.tre.wa.gov/LGIP/lgipsumm.htm#rate>

B. The interest rate shall be reviewed and possibly adjusted annually on the last day of the year as set by the Local Government Investment Pool (LGIP) Anticipated Gross Earnings Rate. Found on the following web site.

<http://www.tre.wa.gov/LGIP/lgipsumm.htm#rate>

Section 3. Repayment.

The Loan shall be repaid with interest from the Parks Capital Improvement Fund 310 to the Solid Waste Management Fund 410 on or before 30 years from the date of this resolution.

Section 4. Severability.

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

Section 5. Effective Date.

This resolution shall take effect immediately upon passage by the Marysville City Council.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2018.

CITY OF MARYSVILLE

By _____
Jon Nehring, MAYOR

Attest:

By _____
CITY CLERK

Approved as to form:

By _____
Jon Walker, CITY ATTORNEY

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/22/2018

AGENDA ITEM:	
Per Capita Health District Funding	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Letter from Snohomish Health District dated 11/22/17. 2. Table identifying commitment by jurisdictions within Snohomish Health District 3. Proposed Interlocal Agreement between City of Marysville and Snohomish Health District. 4. Board of Health minutes from 12/12/17. 	
BUDGET CODE:	AMOUNT:
	\$
SUMMARY:	

The Snohomish County Health District (“Health District”) is seeking funding from cities in the county on a per capita basis, requesting that each city pay \$2.00 per resident. The City Council approved a payment of \$1.00 per resident for 2017. The Health District’s estimate for Marysville’s population is 65,900. Accordingly, a payment of \$2.00 per resident would be \$131,800 and a payment of \$1.00 per resident would be \$65,900.

In 2017, Snohomish County and the cities of Arlington, Bothell, Darrington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mukilteo, Snohomish and Stanwood agreed to provide per capita funding to the Health District. Snohomish County, Darrington, and Snohomish provided funding at \$2 per capita. Mukilteo provided funding at .50 per capita, and the remaining funding partners funded at \$1 per capita. Funding for 2017 was based on 2016 population estimates for each jurisdiction.

As of 1/10/18, the Health District had a 2018 funding commitment from Arlington, Darrington, Edmonds, Everett, Granite Falls, Lake Stevens, and Woodway approved funding at \$1 per capita. Per capita funding was approved at \$1.94 from Snohomish County, \$1.28 from Bothell, \$.50 from Gold Bar, \$.88 from Mukilteo, \$1.92 from Snohomish. 2018 funding is based on prior year 2017 population estimates. Other cities’ commitment is unknown or not approved in their 2018 budgets. Attachment #3 to the agenda bill depicts the information for 2017 and 2018.

RECOMMENDED ACTION: Staff recommends that Council consider whether it wishes to make a payment to the Health District for 2018 and, if so, what level of funding is appropriate. If Council approves a funding level, then it should approve the interlocal agreement with the Health District to authorize payment.



November 22, 2017

The Honorable Jon Nehring
City of Marysville
1049 State Ave.
Marysville, WA 98270

RE: Marysville/Snohomish Health District Relationship and Financial Sustainability

Dear Mayor Nehring and Members of the Marysville City Council:

First and foremost, thank you for Marysville's partnership with the Snohomish Health District in 2017. Your contributions have enabled the Health District to deliver much-needed public health services to Marysville and throughout Snohomish County. Also, thank you for hosting me on September 25. I wanted to follow up and make one final request for per capita funding and partnership.

This has been a year of transition for the Health District, from leadership changes and working toward the sale of the Rucker Building, to a consideration of merger with Snohomish County. Through it all we have continuously focused on internal and external improvement, specifically moving toward a simpler, safer, and healthier Snohomish County.

It has also been a year with headlines dominated by the public health epidemic of opioids. Not a single community or neighborhood has been spared. Multiple cities requested the Health District respond to the epidemic, and we did, as outlined in our 2017 per capita funding request. We had a plan and, with the support of cities and Board of Health, we made progress on some of the immediate problems outlined in our plan while working to build long-term answers for others.

Our Board of Health Chair Adrienne Fraley-Monillas and I co-wrote the attached op-ed in the Everett Herald last month. In it we outline the Health District's response to opioids and our plan for future direction.

Consideration of Merger with Snohomish County

On September 12 the Board of Health unanimously passed Resolution 17-22 (attached) stating its desire to remain independent of Snohomish County. This was in response to the Snohomish County/Health District Merger Issues Analysis prepared by Dave Gossett for the Snohomish County Executive. While the analysis did not provide a specific recommendation, it gave compelling reasons for the Health District to remain separate from the county.

While Mr. Gossett commended the Health District for its prudent fiscal management through challenging financial times and ability to respond to public health crises, he also provided recommendations for improving the agency. A key recommendation was to create **mission clarity**. From outward appearance, the Health District is a collection of services that don't appear to align with a specific focus, set of goals, or line of business. It's true that the Health District has broad program areas, and much of that is derived from state law that directs our work. Specifically RCW 70.05.060 states, among other things, that local boards of health shall *supervise the maintenance of all health and sanitary measures for the protection of public health within its jurisdiction*.

The Health District must continue to improve communicating its role in the community. We will do this by leveraging our ability to adapt and evolve to meet emerging demands and financial challenges while

taking advantage of new opportunities. We strive to be a high-achieving agency, and we believe we're on the right path as the community's chief health strategist.

What's Next?

Over the past several years, the Health District has undertaken a series of strategic initiatives, including pursuit of accreditation through the Public Health Accreditation Board (PHAB). This initiative was never adequately resourced, but we have recently reassigned an employee to be our full-time coordinator and plan to be completed in 2019. There is no better time than now to pursue this goal. We strive to meet the highest standards in providing public health services. Becoming accredited demonstrates our commitment to value and dedication to community.

We also continue to pursue financial sustainability and stability. Areas we're working on include:

1. Increased maximization of grants and contracts. This has been improved with new monitoring procedures, but we're also updating our financial software system (current one is from 1997), which will provide us greater oversight.
2. A new environmental health fee schedule based on the actual costs of delivering services. A one-year time-study was conducted, and the Board of Health approved the new schedule at the November Board meeting. This will provide better cost-recovery for many of our services.
3. Working with other local public health agencies, the state Department of Health, State Board of Health, and the Legislature on adequately funding all foundational public health services through the Public Health is Essential campaign. The state's 2017-19 budget provided a small down-payment for these services.
4. Development of a way to ease between up and down years through use of our fund balance. This is something that will be developed in 2018.

Continued Partnerships

We seek long-term, mutually beneficial partnerships with all the cities and towns in Snohomish County.

This partnership includes:

1. Planning, prevention, and response to emerging and ongoing public health issues including, but not limited to, the opioid epidemic.
2. Ongoing executive connection and engagement with Marysville and coalitions within your city that work to achieve positive health outcomes.
3. Specialized data and report services.
4. Health-related policy development and communication services.
5. Supporting Marysville's priorities and goals. Whether it's education, transportation, economy, or public safety, it's all connected with public health, and we have something to contribute.

Without city participation and association, public health services will be diminished, specifically around prevention. Over the past several years, the majority of the Health District resources have been spent on response/outbreaks rather than prevention, which becomes a downward, self-defeating spiral. As we invest more of our resources on response/outbreaks, we invest less in prevention, resulting in more outbreaks, etc.

However, in 2017 we began to turn a corner due to city and county investments. We started looking longer-term at health issues in Snohomish County and digging into root causes of poor health. With new resources, we were able to hire an epidemiologist and policy analyst. These key positions are necessary to support the important work of public health nurses, disease intervention specialists, environmental health specialists, and others at the Health District to break away from the previous status quo.

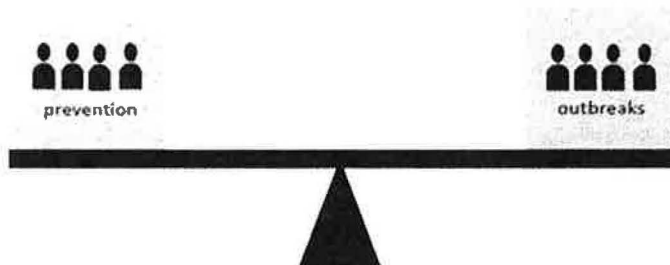
November 22, 2017
 City of Marysville
 Page 3 of 3

The Health District Previous Status Quo



Public health is a shared responsibility. We request Marysville continue to contribute to the Health District to support our partnership and critical services, and to achieve more of an "ideal state" for the Health District. This ideal state is where prevention and outbreak/response are balanced and we're able to prevent illness, injury, and premature death, regardless of its source.

The Health District Ideal State



We are humbly asking for \$2 per capita contributions from Snohomish County and each city in 2018. We understand each jurisdiction has different resources and needs. While the funding is important, the relationship is more so. Any investment will pay dividends for Marysville, as we hope you found this year.

If you have questions, please contact me at jketchel@snohd.org or on my mobile at (425) 512-6294.

Sincerely,

Jefferson Ketchel, MA RS
 Administrator
 Snohomish Health District

cc: Marysville City Council
 Nate Nehring, Snohomish County Council

Att: BOH Res. 17-22
 Op-Ed – The Everett Herald



SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

RESOLUTION NUMBER: 17-22

RESOLUTION SUBJECT: STATING THE BOARD OF HEALTH'S INTENT FOR THE SNOHOMISH HEALTH DISTRICT TO CONTINUE TO OPERATE AS A SEPARATE AND INDEPENDENT MUNICIPAL CORPORATION PURSUANT TO CHAPTER 70.46 RCW

WHEREAS, the Snohomish Health District was originally established by resolution of Snohomish County Board of County Commissioners on November 24, 1958, with an effective date of January 1, 1959; and

WHEREAS, the Snohomish Health District has operated pursuant to a Charter originally created January 1, 1959, and last amended December 13, 2016; and

WHEREAS, the Snohomish Health District is an independent municipal corporation, incorporated under the provisions of Chapter 70.46 RCW, with Snohomish County, cities, and towns within Snohomish County as members of the Snohomish Health District; and

WHEREAS, in March 2016, the Health District entered into a contract with the William D. Ruckelshaus Center to conduct a situation assessment regarding perspectives on how the Health District should provide public health services, fund those services, provide effective and efficient governance, and identify opportunities for collaboration. On Sept. 13, 2016, the final report dated Sept. 9, 2016, was presented to the Board of Health; and

WHEREAS, on October 31, 2016, Snohomish County entered into a contract with Mr. Dave Gossett to "provide consulting services to County Executive leadership regarding a preliminary analysis of issues associated with the possibility of Snohomish County taking over all or some of the Snohomish Health District's activities"; and

WHEREAS, on August 8, 2017, Mr. Gossett presented his findings and written report to the Snohomish Health District Board of Health; and

WHEREAS, during the subsequent discussion, and after due consideration at its meeting of August 8, 2017, the Board of Health expressed its desire to continue to operate as an independent municipal corporation and remain separate from the County and unanimously approved a motion stating its intent and directing the preparation of this Resolution; and

WHEREAS, this resolution formalizes the Board's desire to continue to operate as an independent municipal corporation;

Resolution 17-22 of the Board of Health

NOW, THEREFORE, be it resolved that it is the Board of Health's desire for the Health District to continue to operate as a separate and independent municipal corporation under Chapter 70.46 RCW.

ADOPTED this 12th day of September 2017.

ATTEST:


Adrienne Fraley-Monillas, Chair
Board of Health


Jefferson S. Ketchel
Interim Administrator

Opioid epidemic and the future of Snohomish Health District

A year ago, the health district had not fully engaged with the problem. That's changed.

Saturday, October 7, 2017 1:15pm | LIFE

By Adrienne Fraley-Monillas / Board of Health

and Jefferson Ketchel / Snohomish Health District

Just a year ago, the Snohomish Health District stood at a crossroads as described in a Sept.19, 2016, Daily Herald article: "Once excellent" Snohomish Health District now "crumbling away."

Our director and health officer of 10 years had announced his retirement, the Ruckelshaus Center had released its situation assessment report painting a picture of disengagement and obscurity, and the weight of a potential merger with Snohomish County and chronic underfunding persisted.

In parallel with these operational issues, the opioid epidemic was ravaging our communities, and the health district had not fully engaged with the problem. State law mandates that the district "supervise the maintenance of all health and sanitary measures for protection of the public health within its jurisdiction," but it was limited in how it could use the majority of the funding — and opioids were not a funded item.

A change of direction was critical if the health district was going to deliver on this mandate and its mission "to improve the health of individuals, families, and communities through disease prevention, health promotion and protection from environmental threats." Our leadership, with Board of Health support, approached cities and Snohomish County to form a partnership to protect existing programs and to enhance public health services, as well as address opioids. Each city and the county was asked for \$2 per capita. They answered positively, and we launched our enhanced opioid efforts.

System changes to address opioids

From a public health perspective, opioid use disorder is a disease, not a failure of will. As a society, we create systems and environments that make illness or wellness easier or more difficult to achieve.

Several decades ago, tobacco use was prevalent throughout society, and smoking indoors was the norm. This norm was supported by policies that allowed this behavior, as well as a system that promoted tobacco use. Through system change, we began limiting advertising and the locations where products could be used, while also working to make services to aid quitting more available. This resulted in a decline in tobacco use by helping users quit and preventing youth from starting.

The same approach goes for opioids. We must change the system of how and why people misuse and abuse, as well as provide treatment options and reduce the collateral damage. We do not have a single silver bullet for prevention, but we do have many solutions at our disposal. In the past six months, the health district and its many community partners have made significant strides:

We implemented the eighth secure medicine take-back program in the nation, funded by the pharmaceutical industry. It now operates at local law enforcement locations and pharmacies around the county. Information can be found at www.med-project.org.

A one-stop-shop for opioid information and resources was launched and can be found at www.snohomishoverdoseprevention.com.

Community syringe cleanup kits are available at the health district's Everett location, as well as from some other government partners.

We have distributed lock bags at community events so prescription drugs can be securely stored at home.

Innovative sources of data to report and track the opioid epidemic are being explored and carried out, such as the seven-day overdose count we oversaw in July.

We've maintained our services of working with law and code enforcement officers to clean up nuisance properties.

Our WIC/First Steps programs and public health nurses continue to work with at-risk and addicted parents to break the cycle by raising a healthy next generation.

And we're collaborating with multiple local partners in developing the next phase. A lot has been accomplished, but there is still much more to do.

The future

We envision a future where the Snohomish Health District is viewed as the community's chief health strategist. As the world changes, we must also change to meet current and future demands. Being the chief health strategist means knowing in real time the health of the community, being nimble and adaptable to new causes of illness and injury, and targeting those causes of illness quickly and effectively. It means collaboratively working with traditional and nontraditional partners to get the job done by being approachable and accountable, customer-savvy, and modern through the use of technology. We have also started the journey to national public health accreditation and expect it to be completed in 2019.

The Ruckelshaus Center stated in its assessment that "interviewees envisioned a future where public health would be recognized, relevant and of value to the people of Snohomish County."

We couldn't agree more, and if the past six months are an indication of the next six years, we are well on our way.

Adrienne Fraley-Monillas is the chairwoman of the Board of Health and a member of the Edmonds City Council. Jefferson Ketchel is the interim administrator of the Snohomish Health District.



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Jurisdiction	2017 Population ¹	2017 Contribution ²	2018 Contribution	2018 Per Capita Rate	Notes
Snohomish County	349,800	\$ 677,990	\$ 677,990	\$1.94	Approved
Arlington	18,690	\$ 18,620	\$18,690	\$1.00	Approved
Bothell ³	17,510	\$ 17,390	\$22,500	\$1.28	Approved
Brier	6,560	\$ -	\$0	\$0.00	Declined
Darrington	1,400	\$ 2,700	\$1,400	\$1.00	Approved
Edmonds	41,260	\$ 40,900	\$41,260	\$1.00	Approved
Everett	109,800	\$ 108,300	\$109,800	\$1.00	Approved
Gold Bar	2,125	\$ -	\$1,063	\$0.50	Approved
Granite Falls	3,485	\$ 3,395	\$3,485	\$1.00	Approved
Index	175	\$ -	\$0	\$0.00	Lack of available funds
Lake Stevens	31,740	\$ 30,900	\$31,740	\$1.00	Approved
Lynnwood	36,950	\$ 36,590	\$36,950	\$1.00	<i>unknown, contacted 11/29, 1/2 and 1/9</i>
Marysville	65,900	\$ 64,940	\$65,900	\$1.00	<i>Still deliberating; follow-up late Jan</i>
Mill Creek	19,960	\$ -	\$19,960	\$1.00	<i>unknown, contacted 11/29, 1/2 and 1/9</i>
Monroe	18,350	\$ 18,120	\$0	\$0.00	Discussing in early 2018 for "contract"
Mountlake Terrace	21,290	\$ -	\$21,290	\$1.00	<i>Still deliberating; follow-up late Jan</i>
Mukilteo	21,240	\$ 10,535	\$18,729	\$0.88	Approved
Snohomish	10,010	\$ 19,250	\$19,250	\$1.92	Approved
Stanwood	6,785	\$ 6,635	\$6,785	\$1.00	<i>Still deliberating; follow-up late Jan</i>
Sultan	5,030	\$ -	\$0	\$0.00	Lack of available funds
Woodway	1,340	\$ -	\$1,340	\$1.00	Approved
Total	789,400	\$1,056,265	\$1,098,132		
Cities Only	439,600	\$378,275	\$420,142		
Notes:					
1. Data from http://www.ofm.wa.gov/pop/april1/poptrends.pdf					
2. Per 2017 ILAs, as of September 1, 2017					
3. Population of Snohomish County portion only					

This Interlocal Agreement for Per Capita Contribution for Health District Services is entered into by and between the SNOHOMISH HEALTH DISTRICT, a Washington Municipal Corporation (the District) and CITY OF MARYSVILLE a municipal corporation of the State of Washington (the City) – collectively (the Parties), for the purpose of providing for a per capita contribution by the City for Health District Services.

RECITALS

This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

to promote the public health in Snohomish County, Washington, the Board of County Commissioners of Snohomish County, Washington, established a Health District on January 1, 1959, embracing all of the territory within Snohomish County, Washington, and all cities and towns therein; and

in 1966 the Snohomish Health District became the first local health jurisdiction in the state to organize a city-county cooperative health program with cities indicating a willingness to participate financially in support of Health District programs; and

on January 1, 1967, eleven of 18 cities and towns agreed to voluntarily contribute \$0.50 per capita to the Health District in return for public health services; and

, per capita contributions from towns and cities continued and in 1986, with such contributions ranging from \$1.60 to \$2.70 per capita until the early 1990s; and

in 1993, counties assumed exclusive financial responsibility for public health relying on Motor Vehicle Excise Tax (MVET) revenues; and

, in 2000, the Washington State Legislature repealed MVET and backfilled only 90% of lost public health funds; and

state funding for local public health has decreased 65.7% from a peak of \$27.29 per capita in 2000 to \$9.36 per capita in 2014; and

, the Health District has experienced a 22% decrease from its 2005 funding level while the county population has increased by 14 percent in the same 10-year period; and

since the “peak” of 2008, the Health District has reduced its staffing by 37 percent (85 FTE) due to static or declining revenues in the face of increased costs; and

, the Health District ranks 34th out of 35 local health jurisdictions in the state for public health expenditures per resident; and

the Health District’s ability to perform its most essential functions have been severely compromised since the great recession; and

the Health District serves an essential public safety function whether ensuring safe food, schools, and septic systems, responding to disasters, or preventing and responding to disease outbreaks; and

, threats to the public’s health in the form of foodborne illness such as E.coli and salmonella, communicable diseases such as pertussis, tuberculosis, measles, Zika, and Ebola and natural disasters such as the Oso/SR530 mud slide respect no municipal boundaries; and

, public health is a shared responsibility and regional public health threats require regional responses and close partnerships with every city and town in Snohomish County; and

, consistent with RCW 70.05, the Snohomish County Council is responsible for establishing the Snohomish Health District Board of Health, with jurisdiction coextensive with the boundaries of the county, to supervise all matters pertaining to the preservation of life and health of the people within its jurisdiction; and

, an effective, regional public health response to the threats to public health in Snohomish County requires the cooperation, participation and support of Snohomish County and all of the cities and towns in Snohomish County; and

S, Snohomish County and the cities and towns therein seek to improve and sustain healthy years of life of their residents by engaging in an enhanced partnership with the Health District. This partnership will provide stable funding for public health priorities that would be established to meet the unique needs of each community; and

to further this partnership, the District commits to improvements recommended in the Ruckelshaus report, including finding a sustainable funding model, updating the strategic plan and governance, and establishing county-wide priorities for current funding levels.

, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

- A. The recitals set forth above are incorporated herein by this reference.
- B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the District to promote, facilitate, and undertake various programs and activities.

The initial term of this Agreement shall be from January 1, 2018 to December 31, 2018. The term may be extended by mutual written agreement of the parties.

This Agreement can be terminated at any time by written notice from either party. In the event a party terminates this Agreement, the City will not be obligated to make any further payment to the Health District.

- A. Responsibilities of the City.
The City shall contribute \$____.00 per capita (\$_____) to the Snohomish Health District commencing January 1, 2018. Payment may be made in one lump sum on or before December 31, 2018, or in four (4) equal payments before the end of each quarter in 2018.
- B. Responsibilities of the District.
The Health District shall provide basic essential public health services and functions such as ensuring safe food, and inspecting septic systems, responding to disasters, or preventing and responding to disease outbreaks.

The District will provide quarterly reports to the city identifying services provided to Marysville residents and businesses on or before May 31, 2018, August 31, 2018, November 30, 2018, and February 28, 2019.

Additional specific services provided by the Health District to the City may be developed jointly by the parties.

- C. No Separate Entity.
No separate entity is created by this agreement to carry out its purposes. The agreement will be jointly administered by the Chief Administrative Officer of the City and the Director of the District.

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

The City and the District each acknowledge, agree and understand that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the District's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

Both parties shall maintain membership in a self-insured municipal insurance pool.

The District shall protect, save harmless, indemnify and defend the City its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or misconduct of the City, its elected officials, officers, employees or agents.

The City shall protect, save harmless, indemnify and defend the District, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or misconduct of the District, its elected or appointed officials, officers, employees or agents.

Any notice/payment to be given to the District under this Agreement shall be either mailed or personally delivered to:

3020 Rucker Avenue, Ste 306
Everett, WA 98201

Any notice/invoice to the City shall be mailed or hand delivered to:

1049 State Ave
Marysville, WA 98270

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

This Agreement is for the sole benefit of the City and District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. District employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of the District.

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 written agreement executed by both parties. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

- A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each party.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

. January 1, 2018

Jon Nehring, Mayor

Jefferson Ketchel, Interim Administrator

ATTEST:

ATTEST:

City Clerk

Approved as to Form:

Approved as to Form:

Jon Walker, City Attorney

Grant Weed, Health District Attorney

The meeting was held at Snohomish Health District, 3020 Rucker Ave., first floor Auditorium.

Mark Bond, Councilmember, Mill Creek
Christine Cook, Councilmember, Mukilteo
Benjamin Goodwin, Councilmember, Lynnwood
Kurt Hilt, Councilmember, Lake Stevens (via phone)
Sam Low, County Councilmember
Kyoko Matsumoto Wright, Councilmember, Mountlake Terrace
Nate Nehring, County Councilmember
Dan Rankin, Mayor, Darrington
Jeff Rasmussen, Councilmember, Monroe
Terry Ryan, County Councilmember (via phone)
Donna Wright, Councilmember, Marysville
Stephanie Wright, County Councilmember – BOH Vice Chair

Adrienne Fraley-Monillas, Councilmember, Edmonds – BOH Chair
Scott Murphy, Councilmember, Everett
Brian Sullivan, County Councilmember

Ms. Matsumoto Wright arrived at 3:10 p.m.; Ms. D. Wright arrived at 3:15 p.m.; Mr. Ryan departed at 4:05 p.m.; Mr. Rankin and Mr. Rasmussen departed at 4:50 p.m.

The regular meeting of the Board of Health was called to order at 3:05 p.m. by Board Vice Chair Stephanie Wright in the auditorium of the Snohomish Health District Rucker Building.

Roll call was taken by Linda Carl who reported there was a quorum present.

It was moved by Mr. Dan Rankin and seconded by Mr. Jeff Rasmussen to approve the contents and order of the agenda. The motion passed unanimously.

It was moved by Ms. Chris Cook and seconded by Mr. Rasmussen to approve the minutes of the special meeting of Nov. 7, 2017.

There were no volunteers to speak during public comment. Public comment was closed.

Ms. Cook reported on the Nov. 8 Program Policy Committee meeting. The committee was introduced to Julie Frauenholtz, the new Healthy Communities Specialist who is focusing on opioids. Staff then previewed the 2018 proposed opioid legislative agenda, and saw two demos: one on EnvisionConnect Online, Environmental Health's new program that streamlines services for customers and employees, and the other on NeoGov, the online software that streamlines the job search and application process.

Ms. Kyoko Matsumoto Wright reported on the Nov. 29 Administration Committee meeting. The committee reviewed and approved Resolution 17-27 and the list of vouchers for today's consent agenda and were briefed on the financial report. The committee approved the contract renewal with Dr. Chris Spitters for TB-control services and the software maintenance agreement with Netsmart Technologies. Staff briefed the committee on the ODMAP partner agreement. ODMAP is an overdose detection mapping application that provides real-time overdose surveillance across jurisdictions to support public safety and public health efforts. Staff reported that the Health District issued a \$100,000 escrow check for the VOA building, and the City of Everett also provided an escrow check. Responses to the space-planning RFQ were due Dec. 1, and the recommended company will be brought forward today under Action. Mr. Ketchel gave a budget update to the committee and reported that Snohomish County added \$100,000 in its budget for opioids.

Vice Chair Wright reported on the Nov. 30 Executive Committee meeting. The committee reviewed the opioid legislative agenda and provided recommendations. The committee forwarded the legislative agenda to the Board for approval at today's meeting. Staff also briefed the Executive Committee on ODMAP and gave a real-estate update. The committee reviewed and approved the Division of Responsibilities and forwarded it to the Board for approval at today's meeting. The committee then discussed meeting attendance for both Board and committee meetings and potential options. The committee recommended adding the discussion to today's agenda under Briefings. The committee moved its Dec. 28 meeting to Jan. 4.

Ms. Donna Wright reported on the Nov. 22 Public Health Advisory Council meeting. Staff gave a presentation on the chief health strategist model and how this is key to defining the role of the Health District. The council reviewed the 2018 opioid legislative agenda and provided feedback. Staff gave an update on the Multi-Agency Coordination Group on Opioids; the goal of the MAC is to improve prevention and outreach and increase treatment and provider education. Several PHAC members volunteered to be on the committee for the 2018 Community Health Assessment.

It was moved by Mr. Benjamin Goodwin and seconded by Ms. Matsumoto Wright to approve the consent agenda:

- a. Approval of vouchers and Res. 17-27 authorizing November 2017 expenditures for Health District and PHEPR fund
- b. Authorize the Administrator to sign the Limited Medical Services Consultant Agreement for TB-control services with Christopher Spitters, MD, MPH, for the period of January 1, 2018, through December 31, 2019
- c. Authorize the Administrator to pay up to \$70,830 for the purpose of renewing the Software Maintenance Agreement with Netsmart Technologies, Inc., for the period of Jan. 1, 2018, through Dec. 31, 2018

The motion passed unanimously.

Board and Committee meeting attendance and options (no staff report)

Mr. Ketchel noted that at the last Executive Committee meeting, the committee discussed ways to encourage better attendance at Board and committee meetings. One suggestion is to allow County Councilmembers to send their legislative aides to the meetings as a voting proxy. Mr. Sam Low added that this process has worked well with the North Sound Behavioral Health Organization. Ms. Matsumoto Wright added that this is also done on a board she sits on that includes King County councilmembers. Mr. Low said that staff is briefed beforehand and understands how their councilmember would vote; Vice Chair Wright added that a staff member has the option to abstain if there is new information brought forward during a meeting. After further Board discussion, Mr. Ketchel stated that staff will bring potential options back to the next Executive Committee. Mr. Grant Weed noted that the Executive Committee will also further discuss the option of Board members voting via phone at committee meetings.

2018 Budget

Mr. Ketchel gave a presentation on the proposed 2018 budget in which he briefed the Board on the community's chief health strategist characteristics, revenues positive/negative, and details on the Syringe Exchange operation and budget impact. He presented two proposed budgets: one that includes the Health District assuming control of the Syringe Exchange (SE), the other that does not. Outstanding budget issues include several collective bargaining agreements and the County IT services agreement.

Mr. Ketchel noted that one of the essential functions of public health is to ensure access to health services, and the SE is one of the services necessary when there is HIV or Hepatitis C in the community, as well as addiction to injectable drugs. He noted that the services provided by the SE is a component of the multi-agency ESF #8 response – connecting people to treatment, reducing collateral damage, generating data, distributing naloxone, and continuing outreach. SEs are an evidenced-based way to prevent the spread of HIV and HepC. Dr. Mark Beatty provided additional data supporting the positive effects of SEs around the country. He stated that 20% of AIDs and 55% of HepC cases are due to injection drug use; therefore, any intervention that reduces the transmission of bloodborne infections will reduce these numbers and cost for treating patients. Needle exchange programs were found to reduce prevalence of HIV from 54% to 13%, and HepC 90% to 63% among injection drug-users over a 10-year period in New York City. The lifetime cost of treating an HIV-infected person is estimated at \$600,000; this cost can be averted through needle exchanges. He stated that the Center for Disease Control (CDC) determined that SEs don't increase injection drug-use, but instead reduce it, as well as reduce needle-stick injuries among first responders. Additionally, fewer discarded needles infected with HIV or HepC is safer for the public. SEs do not increase local crime, and overdose deaths are reduced. Removing a needle exchange program increases the risk of newly-infected HIV patients. Mr. Ketchel added that the Everett SE is in danger of losing the relationship with its current 501(c)(3) and needs new governance.

Mr. Ketchel reviewed lost revenues: site-hazardous assessment, marijuana and tobacco funding, and WIC/First Steps funding. The Health District will receive \$127,669 back in one-time funding from DOH for WIC quality-improvement and LEAN processes in 2018. The Health District is striving to be a sustainable entity; Mr. Ketchel stated this budget is a step in that direction.

–

Vice Chair Wright opened the public hearing for the 2018 Budget.

Tim McNamara, Everett: Mr. McNamara is a volunteer physician with Mercy Watch that provides a street medicine clinic for homeless people, acute medical care, and emotional and spiritual support. Mercy Watch

also volunteers at the Everett SE. Mr. McNamara expressed support of the needle exchange program and cited data stating clean needles prevent HIV, HepC, and HepB.

Ms. Becky Craddock, Lynnwood: Ms. Craddock is employed by Everett Recovery Centers and works with the Everett SE to help people get into treatment. She stated that it reduces the number of needles in parks and where children play, and that SE staff trains clientele to administer naloxone, which saves lives. She encouraged the Board to support the needle exchange.

Mr. John Kartek, Snohomish: Mr. Kartek is the newly elected mayor of Snohomish; he stated he's not speaking on behalf of the City of Snohomish nor its citizens. He stated the benefits of a needle exchange program are meant for the safety of those addicted to opioids. However, he's concerned about discarded needles and with helping people continue with destructive behavior.

Frank Busietto, Marysville: Mr. Busietto stated he worked at the Health District for 17 years prior to becoming the healthcare manager at the Monroe Correctional Complex for eight years. He's now retired and volunteers at the Everett homeless family shelter. He's a founding member of AIDS Project Snohomish County, which provides some funding to the needle exchange and expressed support of the SE moving to the Health District.

Dr. Ann Dreyer, Edmonds: Dr. Dreyer practiced in the community for 26 years and is recently retired. She practiced internal medicine in a large HIV practice. Over the last 26 years, the life expectancy of HIV-positive patients has increased from 39 years to about 70. Needle exchanges are known to decrease risky behaviors, help bring people into treatment programs, and help those living with HIV to stay in care. The needle exchange is a critical component of helping individuals, and she expressed support of the SE moving to the Health District.

There were no additional speakers. Vice Chair Wright closed the public hearing.

Approve Res. 17-29 or Res. 17-30 adopting the 2018 SHD budget (SR 17-074)

Board discussion:

Mr. Sam Low stated he had the opportunity a few weeks ago to tour the Everett needle exchange and saw incredible love and compassion. He acknowledged that many of those speaking during the public hearing focused on the needle exchange program but clarified that today's discussion is whether or not we want this program under the Health District. For 21 years it's been a separate entity. He feels competent outside organizations can do a great job, and he favors leaving it as a separate entity. He stated that in the future, should it not be available to our citizens, then that will be the time to discuss whether or not it should be a part of the Health District.

Vice Chair Wright emphasized that she has heard many good things and general support of the needle exchange, and she doesn't want this discussion to be misconstrued as lack of support for the program; however, the discussion today is to consider whether or not to bring it under the Health District or to keep it separate. The Board must consider where this fits in the Health District's budget, timing, strategic plan, and other priorities as we're grappling with WIC funding and other programs.

Mr. Terry Ryan stated he wants the program to remain separate; in addition, this should be a one-for-one needle exchange, and he's not in favor of more needles given out than are turned in. Mr. Ketchel clarified that it is a one-for-one exchange but Mr. Ryan stated he's heard differently. Nonetheless, Mr. Ryan stated that for a variety of reasons it should not be under the Health District. [At this point Mr. Ryan departed the meeting.]

Ms. Matsumoto Wright expressed concern that the funding would be taken away; Mr. Ketchel clarified that the funding will remain but the 501(c)(3) governance structure is uncertain.

Ms. Cheri Speelman, program director of the AIDS Outreach Project/Snohomish County Syringe Exchange in Everett, stated that the SE is under an umbrella agency but it's unclear how much longer this arrangement will be in place. She reiterated that they do a one-for-one exchange and generally take in more than they give out.

Mr. Nate Nehring stated that he also toured the facility a few weeks ago and was there for a couple hours. He stated he was uncomfortable with a few things: he watched a couple dozen people go through the exchange but he didn't see a single one-for-one exchange; in every instance he watched, more needles were given to the individual than were taken in. Along with the needle, clients were given tourniquets and other supplies and were shown how to inject themselves. Our goal should not be to have people inject as safely as possible, but ultimately to get as many people as possible out of addiction and into treatment, which is where he'd like to see our resources allocated. He stated that he talked to the mayors in his district and to mayors around the county who are contemplating per capita funding to the Health District; he heard concerns of the syringe exchange and its effects on per capita funding, particularly in North County and the Smokey Point area where they're dealing with homeless and drug-abuse problems. He's been working with the City of Arlington on an embedded social worker program to go into encampments to connect individuals with services. Mayor Tolbert expressed to him that a mobile needle exchange in that area would undermine the city's efforts. He stated that as a Board of Health, we need to represent our communities and constituents, and he feels there are issues that need to be resolved before we bring this program under the Health District.

Dr. Beatty reiterated that CDC data shows there's no study that shows increased HIV or local crime rates, or that people will be more likely to use drugs due to a needle exchange. The program has shown to be effective not only for users, but for the community, families, and police.

Mr. Nehring acknowledged the statistics and the benefits of the exchange; however, he stated that he goes back to, "What is our goal?" He feels the goal of his constituents is to get people out of addiction and into treatment. He sees harm-reduction is well-intentioned, but the goal of the needle exchange is for people who are addicted to inject as safely as possible. He thinks the Health District should have a different goal.

Vice Chair Wright acknowledged Mr. Nehring's point that we haven't had the discussion about whether our goal is the same or if we'd like to augment the program with treatment options and what we'd like to see as the outcome.

Mr. Mark Bond stated he's been a police officer in the county for 27 years and has interacted with people who have struggled with addiction. He said that many people who struggle with addiction have lost the life lottery. This is an epidemic that's been years in the making with no fix. Those who die don't have a shot at whatever the fix may be in five or ten years. He doesn't want to accommodate those in a self-destructive state, but he does want to provide them help, which takes time. Well-intentioned people may attempt to fill the void, but then there are unintended consequences in the community. Unless there's a compelling argument that another entity will do it and do it right, he's supportive of the Health District taking this on and believes it's money well spent. If we can keep individuals healthier, keep our community healthier, possibly reducing costs, then maybe we can find a solution to the addiction problem in the future.

Mr. Dan Rankin stated that in the heroin epidemic, this is one thing we do to treat the symptom. The Health District can provide the format with transparency and integrity to continue the program. If we can prevent syringes in parks, where kids play, or where people work, we've succeeded. HIV and Hepatitis C are health

issues, and we as the Board of Health should be a part of it. If not, then we're not engaging in what's important to the health of our constituency, our county, and our state.

Mr. Jeff Rasmussen sees the value in the program but doesn't think the Health District at this time is the entity to move forward with the program, even though it fits within our scope. Taking it on would include a \$40,000/year deficit, at the same time we're asking the cities for more money and taking hits to other programs. The program has value, and we might be able to offer assistance in finding the alternative governance entity. But taking it on doesn't align with the Health District's sustainability.

Ms. Matsumoto Wright expressed concern regarding the timing and possible gap from when the SE loses its supporting entity and when the Health District might take it on. If this is a large gap, it's possible they may not exist at all. She concurs with Mr. Nehring regarding treatment; however, there is a step before treatment, which is the desire to want treatment, otherwise it won't work. This is a key part that's missing in our current system. She's concerned that if we say no to this program, there will be no place for individuals to go for help.

Mr. Ketchel responded that we currently don't have information for when the governing entity may no longer support the SE.

Mr. Goodwin asked what happens if the grant no longer is available, and what is the possibility of finding another entity to provide the service. He's not confident the Health District has discussed the topic enough to know what our responsibilities are if we take it on. Could we continue the discussion over the next few months, then do a mid-year budget amendment if needed? The money will be in the budget unless the Board decides to put it elsewhere.

Vice Chair Wright confirmed with Mr. Ketchel that if the Board wants to continue the discussion to understand the program better, our long-term commitment, and where that fits with our other services and priorities, we could send it to committee.

Dr. Beatty stated that the CDC recognizes the value of these programs and the Health District could consider applying for a grant through the CDC. The U.S. government recognizes the need and realizes we should have started these programs much earlier in the HIV outbreak to help save lives.

Mr. Ketchel added that we started early conversations with two sizable entities that have interest in helping to fund the exchange; however, nothing is set at this point.

Vice Chair Wright stated that if the Board chooses not to include it in the budget, we might prioritize finding that partnership with an entity that could house it. That way we're a part of making sure it's sustainable and the community has that important service, but it isn't housed here as we're considering our long-term priorities.

Mr. Nehring stated the answer to drug addiction isn't a hardline approach, and he's supportive of mitigation-assistant treatment, embedded social work, and needle pick-ups; however, he doesn't believe the only way to build relationships with those struggling with addiction and to help them back on their feet is to give them a needle, tourniquet, and show them how to inject themselves. The embedded social worker program in North County is extremely successful. There are other ways to build relationships to help get people into treatment.

Ms. Cook stated that needle exchanges aren't the only way to build relationships, but the data shows that it's a good way. It fits in with our mission statement very well. Other aspects can be included as well, such as nutritional and educational, and finding people at the time they're ready for help. She's supportive of taking on the SE or potentially taking it on later. She's supportive of this type of work because the opioid epidemic is the biggest health problem we currently have. We need to listen to the expertise of our health officer and someone

like Councilmember Bond who is in the public safety arena. It's important to get the needles out of circulation to prevent police officers and paramedics from getting stuck. She's not opposed to talking about it further, but the fiscal argument is important, as well as the argument of those who are in public health and public safety.

Mr. Kurt Hilt supports this because our function is population health and this is an effective tool in disease-prevention. He also echoed what Councilmember Bond said.

Vice Chair Wright thanked Councilmembers Hilt, Low, and Nehring for taking the time to visit the needle exchange.

Mr. Bond stated that 10 years ago, he didn't meet a lot of people who knew a heroin addict; however, it's different today. There's a lot of support in our communities because people are struggling with addiction or dying from overdoses, and this program buys some time until they can get into treatment. This program helps the least fortunate and those most removed from resources. We do good work by helping those who are really struggling, and we should continue.

Mr. Goodwin does not want to discuss this into perpetuity. However, in this instance, he's unclear what we're taking on. When he has that information, he can make a better, more informed decision. He needs to know what some of the issues are so that we can make a plan to work through them. Until then, he doesn't support taking this on.

Vice Chair Wright agreed it's important to make sure we have a firm grasp of what we're taking on and feel confident in our ownership, or she wants to make sure we find a home elsewhere.

Ms. Heather Thomas reported that this topic was presented previously to the Program Policy Committee and the Administration Committee, and they requested we talk to the Department of Health to find out what moving the grant to the Health District would entail. DOH is supportive of moving to the Health District because the largest counties in the state have syringe exchanges within their health department or health district (Seattle-King, Tacoma-Pierce, Skagit, Spokane, and Clark Counties). We have a consolidated contract with DOH, so this would be an easy move. If the Health District has ownership of the SE, other investors would potentially support us with operation or capital costs. The program would report to Ms. Thomas; it fits within the grant similar to tobacco, suicide, and marijuana grants, and it fits within the MAC strategy objective that by March 31 we'll expand services with the SE by 25 percent. This would be hampered if it's not under the Health District's purview. Thanks to a suggestion from Councilmember Low, one topic that's being discussed is setting up one or two nights a month that are focused on treatment, which would connect the client with in- and outpatient treatments. Ms. Speelman estimates there are 50 to 60 clients who might go into treatment if the opportunity were available.

Mr. Low reiterated that no one here is disputing statistics and data, but it comes down to if we want this to be a part of the Health District or do we want it to be run by a separate agency. He feels it should be run outside the Health District.

Ms. Cook noted that if it were a part of the Health District, then we could make changes and accentuate other aspects that we feel are helpful to the community.

Mr. Nehring stated that he'd like to see what changes, if any, are made before we agree to take this program under the Health District. He'd like to move this back to committee, take changes into consideration, and have more discussion before taking action.

It was moved by Mr. Nehring to approve Res. 17-30 adopting the 2018 SHD budget without the Syringe Exchange and seconded by Mr. Low.

Discussion:

Mr. Rankin feels this is a program we need to take on but if not everyone is comfortable until we know what we're getting, then he questions if this is direction we want to go. He suggested adding language that includes revisiting this discussion for a budget amendment.

Mr. Grant Weed indicated that the Board can make an amendment to the motion, can make a separate motion to study the issue, or can provide informal direction to staff.

Mr. Bond stated he would vote no on this motion and should it fail will make a motion to approve Res. 17-29 that includes the needle exchange. It's the right thing to do, it fits within our scope of what we're trying to accomplish in our community, and he supports the budget with the exchange. There's no compelling argument of who will fill the void otherwise.

Mr. Low moved to amend the motion to bring the topic back in the second quarter; it was seconded by Mr. Goodwin.

Discussion:

Mr. Ketchel reviewed the list of items the Board raised today as questions or concerns they'd like addressed between now and the second-quarter revisit, including: monitor and report on status of the syringe exchange's 501(c)(3); search for other entities to assume control of the syringe exchange; assemble detailed plan that demonstrates how the syringe exchange currently or could support ESF#8/MAC functions; how the syringe exchange aligns with direction of the Health District; funding sustainability of DOH grant; pursuit of supplemental funding; and report to BOH in the second quarter of 2018.

Mr. Low added to encourage Board members to visit the SE if they haven't already.

Mr. Low and Mr. Goodwin accepted the additional language to their amendment to the original motion. There was no further discussion on the amendment.

Vice Chair Wright called for a vote.

Ayes: Cook, Goodwin, Low, Matsumoto Wright, Nehring, Rankin, Rasmussen, D. Wright, S. Wright
Nays: Bond, Hilt

Motion on the amendment passed 9 to 2.

Discussion on the original motion:

Ms. Cook said she's sympathetic to Mr. Nehring's concerns; however, she noted that if the Health District has more ownership over the program, it could provide more opportunity to address some of those concerns.

Vice Chair Wright added that she appreciates what Ms. Thomas said regarding treatment options available in the evenings to connect individuals to services.

Mr. Rasmussen asked which cities have committed to the \$417,370 per capita funding that's included in the 2018 proposed budget. Ms. Thomas responded that we've received official word from Snohomish County,

Arlington, Edmonds, Lake Stevens, Mukilteo, Everett, and Granite Falls; we're still waiting to hear from others, and four have declined.

Mr. Nehring acknowledged Ms. Cook's comment and stated it's a good conversation to have of whether there could be potential changes and improvements if the program comes under the Health District; however, he'd like to see what those improvements or changes might be before bringing it under the Health District.

Mr. Goodwin agreed that he would like to discuss this information and learn what we can do to make sure the controls are in place. There are conflicting reports on how the program is run and how can we make it better if it's under the Health District's purview.

Vice Chair Wright called for a vote.

Ayes: Goodwin, Low, Nehring, Rasmussen, D. Wright, S. Wright

Nays: Bond, Cook, Hilt, Matsumoto Wright, Rankin

Motion to approve Res. 17-30 with added amendment passed 6 to 5.

Approve Res. 17-28 adopting the revised Division of Responsibilities (SR 17-073)

Vice Chair Wright requested that this item be moved to the January agenda.

Approve the 2018 Opioid Legislative Agenda (no staff report)

It was moved by Ms. Cook and seconded by Ms. Matsumoto Wright to approve the 2018 Opioid Legislative Agenda. The motion passed unanimously.

Authorize the Administrator to sign the contract with Dykeman for facility assessment and space planning for an amount not to exceed \$75,000 (SR 17-075)

Ms. Thomas thanked the Board for allowing staff to bring this contract to the Board today. Staff went through the RFQ process, and legal counsel was involved throughout the process. Six firms submitted proposals; two were invited to interview last week. The selected firm, Dykeman, has experience with the VOA building. Their proposal is for \$67,000; there's a buffer in the not-to-exceed amount of \$75,000 in the event something unexpected arises. Dykeman has committed to meeting the 90-day timeframe; staff will provide updates to the Administration Committee, with a full presentation to the Board prior to the end of the 90 days. In response to a question by Mr. Low, Legal Counsel Grant Weed stated that the process used to select Dykeman was one required by law and the agreement will provide the Health District with information regarding suitability and cost data. He stated that in response to Mr. Low's question, the contract is in the best interest of the Health District if this site is under serious consideration.

It was moved by Mr. Low and seconded by Mr. Nehring to authorize the Administrator to sign the contract with Dykeman for facility assessment and space planning for an amount not to exceed \$75,000. The motion passed unanimously.

Vice Chair Wright convened the Board into executive session for the purposes of:



- Collective bargaining matters pursuant to RCW 42.30.140(4)(a) and (b)
- Potential litigation pursuant to RCW 42.30.110(1)(i) (i & ii)

Vice Chair Wright stated that executive session is expected to last 10 minutes and the Board will reconvene at 5:04 p.m. and is not expected to take action. The Board reconvened into regular session at 5:05 p.m. No action was taken.

Chair's Report

Vice Chair Wright did not have a report.

Interim Administrator's Report

Mr. Ketchel did not have a report.

Dr. Beatty did not have a report.

Vice Chair Wright reviewed the information items.

The meeting was adjourned at 5:10 p.m.

Board members, staff, and audience were invited to join a brief reception in honor of Marysville Councilmember Donna Wright's 16 years of service on the Board of Health.

Adrienne Fraley-Monillas, Chair

Jefferson Ketchel, Administrator / Secretary

Index #13

Specific Project Funding Needs

- **Ebey Waterfront Trail and Shoreline Access Project** **\$500K (design)**
In 2017 the City opened the Ebey Waterfront Trail from the city's waterfront park, expanding public access to the natural habitat of the Qwuloolt Estuary, Snohomish River Delta and Port Gardner Bay. The City is currently designing the next phases of the trail with construction funding in place. To achieve the complete vision for a loop trail connecting the downtown waterfront park and the Sunnyside neighborhood, the City seeks funding for the final phase. Once complete, this centerpiece for economic development, downtown revitalization and tourism will also be a gateway to the 84-mile Sky to Sound (Skykomish to Snohomish) Water Trail. The City seeks \$500K toward design and will continue to seek funding through other sources.
- **Grove Street Overcrossing** **\$ 1M (design)**
Grove Street is a critical east-west corridor in downtown Marysville. Building a new overcrossing at the BNSF mainline between Cedar Avenue and State Avenue will help eliminate significant congestion and lengthy traffic backups currently experienced due to increasing train traffic through the city. This project was identified through a 2015 At-Grade Railroad Crossing Study as the most cost-effective overcrossing location. Total project cost estimate is \$24M. The City seeks \$1M and will invest \$1M in matching funds toward for total design estimated at \$2M.
- **156th Street NE Overcrossing** **\$ 1M (design)**
The City proposes to reinstate the public railroad crossing with an overcrossing at the BNSF mainline track at 156th Street NE just west of Interstate 5 and about a mile south of the Smokey Point/SR 531 (172nd Street NE) freeway interchange. Reopening a public crossing here will provide much-needed expanded transportation access to and from I-5 for residents and businesses and support future development. Total project cost estimate is \$12.35M. The City seeks \$1M to begin design work on this important investment.

Other Priorities

Arlington-Marysville Manufacturing Industrial Center

Marysville and Arlington are jointly seeking Puget Sound Regional Council designation as a Regional Manufacturing and Industrial Center for the 4,000-acre MIC shared by the cities. With nearly 2,400 developable acres and expanding infrastructure, this joint project offers an attractive option for businesses wanting to locate in the Puget Sound region at this time of high rents and low vacancy rates overall. Another incentive to prospective businesses is a state property tax exemption for companies that meet employment and wage requirements. Learn more at www.marysvillewa.gov/mic.

Public Safety Building/Jail Funding Assistance

Marysville's Public Safety Building houses its municipal jail and Police department. It was built in 1989 and the jail was designed to hold about 18 inmates when city population was 10,000. Today Marysville is Snohomish County's second-largest city with a population of about 67,000. The jail, unchanged, has reached the end of its functional life cycle. The City has studied and is developing a recommendation for the most cost-effective way to design and construct a facility that meets public safety needs for the foreseeable future.

Homelessness, Mental Health and Opioid Addiction

Marysville, Arlington and Snohomish County are moving forward in 2018 with an embedded social worker program that will work with law enforcement to offer help including social services to those in crisis, many of them with drug addiction and/or mental health issues. We ask the state to recognize the great impact of these issues on all our communities and further support programs dealing with substance abuse and mental illness.



Ebey Waterfront Trail and Shoreline Access Project

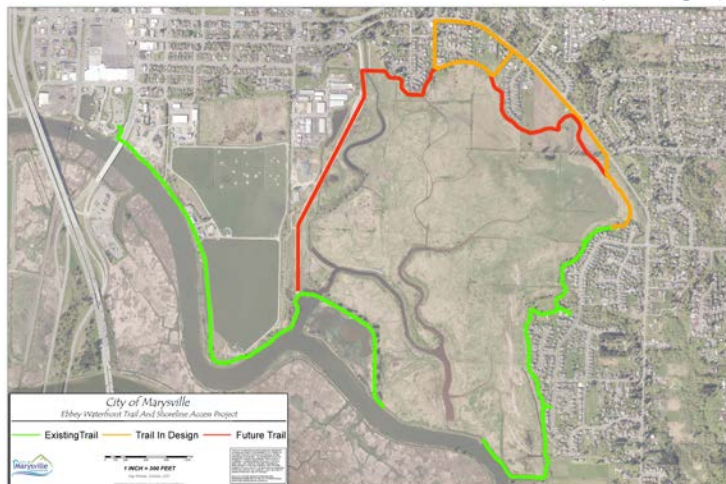
Project Background

This project represents a significant improvement by the City of Marysville to enhance its image and connectivity by developing a regional destination that connects users with shoreline access to the newly restored Qwuloolt Estuary and the Ebey Slough waterfront.

The project also supports the City's vision of economic redevelopment of the waterfront area and Marysville's adjacent historic downtown.

The City seeks \$500,000 in funding for design of the final segment of the Ebey Waterfront Trail and Shoreline Access Project.

Estimated Cost: \$500K (Design)

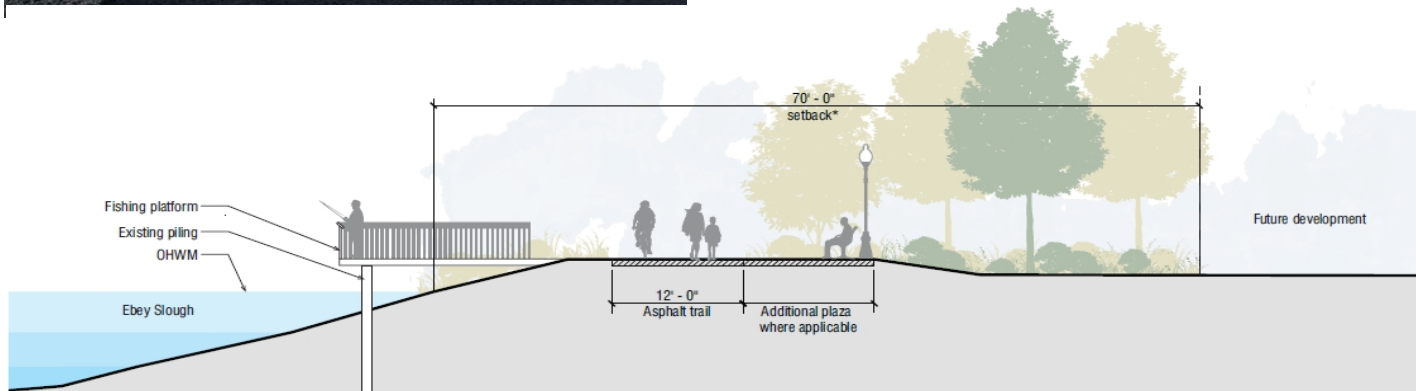


Improvements

The City of Marysville has completed several phases of the trail, which most recently includes the construction of a paved asphalt trail along Ebey Slough (shown in green above and pictured to the left). This phase was funded in part by the City and a grant from the Aquatic Land Enhancement Account (ALEA). The City is currently designing additional phases (shown in orange) with construction funding in place.

Project support is needed to complete the final phase of the trail project (shown in red). This would provide residents and visitors with a significantly improved loop trail experience and expanded up-close access to a unique natural habitat area. It also realizes the vision set forth in the City's Master Plan for the Ebey Waterfront Park and Trail.

The City will continue to seek funding through other sources such as the Washington Wildlife Recreation (WWRP), Aquatic Land Enhancement Account (ALEA), and Land Water Conservation Funding (LWCF).



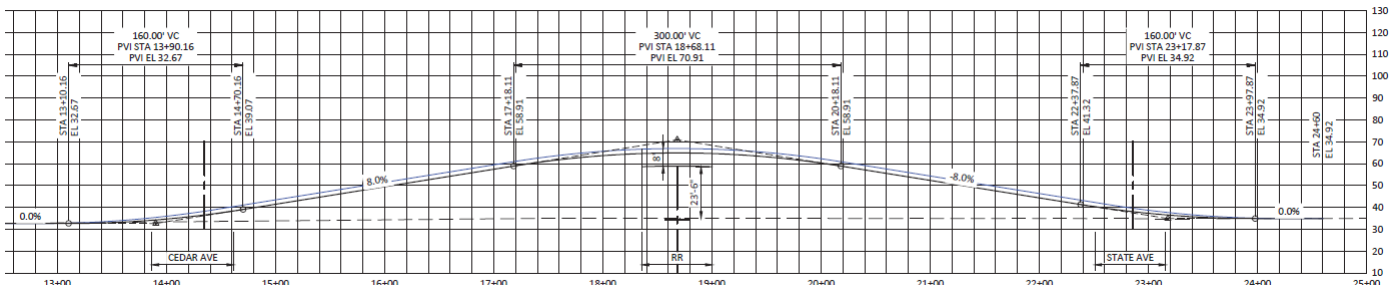


Grove Street Overcrossing

Project Background

The Grove Street Overcrossing project in Marysville proposes to build an overcrossing that would span the BNSF Railway track on Grove Street from State Avenue to Cedar Avenue. The tracks run between and nearly parallel to Interstate 5 and State Avenue/State Route 529. The tracks significantly impede the east-west flow of traffic into and through the downtown core, compounding the lack of sufficient traffic capacity between I-5 and State Route 9. The City aims to alleviate congestion and increase overall east-west connectivity along key corridors in its downtown. In 2015, the City conducted a grade separation study to determine which key corridor would be most suitable for grade separation at the railway track. Through a qualitative review and screening process, this study identified Grove Street as the preferred location.

Estimated Cost: \$1M (Design)



Improvements

The Grove Street Overcrossing project proposes to construct an overcrossing on Grove Street that would span the BNSF Railway track. The overcrossing bridge would be approximately 66'9" wide and 120'0" long. The location along Grove Street is ideal because it has the least impact on adjacent property and also provides the longest distance between arterial streets, Cedar Avenue and State Avenue.

Total project cost is estimated at \$24M and includes design, right-of-way, permitting and construction. The City seeks \$1M in funds for design and will invest \$1M in matching funds. Total design is estimated at \$2M.



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156th Street NE Railroad Overcrossing

Project Background

The 156th Street NE Railroad Overcrossing project in Marysville proposes to reinstate the public railroad crossing with an overcrossing at the BNSF Railway mainline track at 156th Street NE just west of Interstate 5. This crossing was once a public at-grade road crossing that was closed by BNSF and the WUTC in the early 2000s without recognition of future growth needs west of I-5. Reinstating this crossing will support future development and provide much-needed expanded public access to and from I-5 for north Snohomish County residents and businesses.

Access

Current access to and from the freeway in this vicinity occurs at the interchange of I-5 and State Route 531 (172nd Street NE). A future I-5 interchange at 156th Street NE is funded under Connecting Washington (\$42M, 2025-31). Once complete, this will provide an alternative access to and from I-5, but traffic west of I-5 will essentially be landlocked by the parallel railroad line. While the City has planned connections through the developing Lakewood neighborhood, a railroad overcrossing at 156th Street NE will better accommodate traffic circulation and growth in the region.

Development

The City of Marysville, in partnership with adjacent property owners, constructed the overcrossing at 156th and I-5 in 2013 to spur development and provide access to the Arlington-Marysville Manufacturing and Industrial Center and the Lakewood neighborhood. The City has funded and is moving forward on a new street network extending roadways east of I-5 to support the transportation needs for industrial, commercial and residential growth in this area. Tremendous commercial and residential growth is taking place in the City's Lakewood Neighborhood Master Planned area and adjacent unincorporated Snohomish County west of I-5, causing increased congestion and significant daily traffic impacts along SR 531 (172nd Street NE).

Improvements

The 156th Street NE Overcrossing project proposes to build an overcrossing at 156th Street NE that would span the BNSF Railway track. Total project cost is estimated at \$12.35M. This includes design, right-of-way, permitting and construction. The City requests \$1M in funding to begin design work on this important transportation infrastructure investment.

Estimated Cost: \$1M (Design)



Former at-grade RR crossing closed in early 2000s



Overcrossing at Interstate 5 & 156th Street NE



Arlington-Marysville

Manufacturing Industrial Center

Planning Study/Recognition

This year the Community Economic Revitalization Board (CERB) funded Marysville and Arlington \$50,000 each to jointly complete a subarea plan for the Manufacturing Industrial Center; each community will invest \$16,667 in matching funds. The cities are working together to have the Arlington-Marysville MIC recognized as a Regional Manufacturing and Industrial Center by the Puget Sound Regional Council (PSRC). The draft PSRC Regional Centers report recommends a path toward this recognition.

A 2016 Market Study completed for the Arlington-Marysville Manufacturing Industrial Center was funded locally by Arlington and Marysville. This market study projects upwards of 25,000 jobs by 2040 for the MIC. The low vacancy rate and high rents in the region overall (and the Everett Paine Field area specifically), coupled with robust demand for industrial spaces, may accelerate construction in more affordable alternative locations like the Arlington-Marysville MIC.

Current Development

The Triple T Warehouse opened in 2016. This local business needed to expand its business and did so in Marysville. It has 94,735 square feet of warehousing and 16,050 square feet of office/support space for a total square footage of 110,785. In 2017, a new 115-bed Smokey Point Behavioral Hospital opened up along with several contractor offices and storage yards. The City of Marysville has developed a regional drainage system that developers/users can buy into to handle storm water drainage needs. Both projects listed above have taken advantage of this storm drainage system. The City of Marysville's approved 2017/2018 Budget includes funding for a new street network extending 156th Street NE east to 51st Street NE and improving 51st Street NE north to a new 160th Street NE which will return west to Smokey Point Blvd. This improvement is being done to provide improved access to the industrial area and in anticipation of connecting with the new Interstate 5 interchange at 156th Street NE funded for future construction through Connecting Washington.

Implementation of Engrossed Senate Bill 5761

Marysville, Arlington and Snohomish County have implemented by Ordinance the property tax exemption for industrial and manufacturing construction. A website with information about the property tax exemption and an application form to apply reincludes a link to the Manufacturing Resources Roadmap to help developers assess site feasibility, determine permit requirements and estimate costs and timelines for developing in Marysville. This Manufacturing Site Feasibility website was built with assistance from the Washington State Department of Commerce. Visit www.marysvillewa.gov/mic for more information.

