

July 26, 2021

Marysville City Council Meeting
7:00 p.m.

City Hall

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial by your location

1-888-475-4499 US Toll-free

Meeting ID: 929 7713 3971

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

A. Ivonne Sepulveda – Marysville Tulalip Chamber of Commerce CEO

Audience Participation

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

- 1. Approval of the June 28, 2021 City Council Meeting Minutes
- 2. Approval of the July 6, 2021 City Council Work Session Minutes
- 3. Approval of the July 12, 2021 City Council Meeting Minutes

Consent

- 4. Approval of the July 7, 2021 Claims in the Amount of \$371,420.61 Paid by EFT Transactions and Check Numbers 149196 through 149334
- 5. Approval of the July 9, 2021 Payroll in the Amount of \$1,691,186.13 Paid by EFT Transactions and Check Numbers 33538 through 33561
- 6. Approval of the July 14, 2021 Claims in the Amount of \$413,871.01 Paid by EFT Transactions and Check Numbers 149335 through 149347 with Check Numbers 148897 and 149009 Voided

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7:00 p.m.

July 26, 2021

City Hall

7. Approval of the July 21, 2021 Claims in the Amount of \$3,330,997.54 Paid by EFT Transactions and Check Numbers 149348 through 149551

8. Approval of the July 23, 2021 Payroll in the Amount of \$1,457,047.90 Paid by EFT Transactions and Check Numbers 33562 through 33582

Review Bids

Public Hearings

New Business

9. Consider Approving to Accept the Downtown Stormwater Treatment – Preload Phase Project Starting the 60 day Lien Filing Period for Project Closeout

10. Consider Approving the Ranney Well Pump and Motor Repair and Replacement Contract with PumpTech, Inc. in the Amount of \$92,178.92

11. Consider Approving the License Agreement with the Marysville School District for Trail Parking at Marysville Getchell High School Lot E

12. Consider Approving the Sewer Easement Relinquishment for Twin Lakes Landing 2 and Record with the Snohomish County Auditor

13. Consider Approving the Supplemental Agreement No. 6 with HDR, Inc. for Phase 1 of the State Avenue (100th Street NE to 116th Street NE) Corridor Improvements Project in the Amount of \$96,121.86

14. Consider Approving an Interlocal Agreement with City of Anacortes for Outdoor Video Services

15. Consider Approving the Memorandum of Agreement with King County Regional Fingerprint Identification System

16. Consider Approving the Memorandum of Understanding with Snohomish County Multiple Agency Response Team (SMART)

17. Consider Approving the Grant Funding Contract with Washington Association of Sheriffs and Police Chiefs (WASPC) for Mental Health Field Services

18. Consider Approving the Interagency Data Sharing Agreement with Washington State Auditor's Office

19. Consider Approving a **Resolution** Setting a Public Hearing Date of September 13, 2021 to consider the Vacation of the Existing Public Right-of-Way that was dedicated

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with the Recording of the Subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2, and Waiving Compensation for said Vacation

20. Consider Approving an **Ordinance** extending the Cable Franchise term by one year and Authorizing the Mayor to sign the Second Amendment Agreement with Frontier Communications

Legal**Mayor's Business**

21. Planning Commission Appointment

22. Community and Housing Development Citizens Advisory Committee Appointments

23. Parks, Culture, and Recreation Advisory Board Appointments

Staff Business**Call on Councilmembers and Committee Reports****Adjournment/Recess****Executive Session**

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

Reconvene**Adjournment**

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

Index #1

City Council



**1049 State Avenue
Marysville, WA 98270**

**Regular Meeting
June 28, 2021**

Call to Order

Mayor Nehring called the June 28, 2021 City Council meeting to order in person at Marysville City Hall and via Zoom at 7:00 p.m.

Invocation

Chaplain Larisa Koenig of the Marysville Police Department gave the invocation.

Pledge of Allegiance

Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Tom King, Councilmember Mark James, Councilmember Kelly Richards, Councilmember Michael Stevens, Councilmember Steve Muller

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, Finance Director Sandy Langdon, Parks & Recreation Director Tara Mizell, City Attorney Jon Walker, Human Resources Manager Teri Lester, Utility Manager Karen Latimer, Information Services Manager Worth Norton, Public Works Director Esco Bell, Community Development Director Haylie Miller, Police Chief Erik Scairpon, Fire Chief Martin McFalls, Community Information Officer (CIO) Connie Mennie, Senior Planner Amy Hess, Systems Analyst Mike Davis

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller seconded by Councilmember Richards.

AYES: ALL

Presentations

A. Strategies 360 Legislative Session Overview

AJ Dotzauer, Trevor Justin, and Paul Berendt from Strategies 360 reported on the 2021 legislative session. Highlights of the session were that the State provided \$1 billion for rental and utility assistance, provided more than \$400 million for broadband enhancement programs, added \$10 million to cannabis revenue sharing, funded remaining state-shared revenues at expected levels, created a new \$20 million city assistance fund for one-time costs associated with policing and criminal justice reforms, funded the Public Works Trust fund with \$129 million for competitive loans and provided other needed infrastructure funding, addressed homelessness through \$175 million for the Housing Trust Fund, nearly \$120 million in capital investments for rapid rehousing grants and housing and homelessness projects, \$42 million for utility improvement or connection grants to local entities to support affordable housing, and made significant investments in behavioral health funding.

The consultants also discussed priority issues for Marysville in depth:

- Cascade Industrial Center, HB 1386 - Local property tax exemption re-authorized
- Centennial Trail Connector - Marysville/Lake Steven's trail connector, funded at \$515,000
- 156th Street NE Overcrossing - \$1 million design funding request, not funded
- Grove Street Overcrossing - \$24 million Transportation Package advocacy/funding request, construction funding included in Senator Hobbs' proposed package, Forward WA.

The importance of legislator relationships and progress made in that regard was also reviewed. Other topics discussed were process observations and recommendations and historical successes with Marysville.

Audience Participation

Sarah Lemas, 8345 61st Place NE, Marysville WA 98270, expressed concerns regarding the proposed pallet shelter at Generations Community Church in conjunction with the North Snohomish Council Outreach. She discussed reasons why she believes this is not a good location and proposed other locations that would be more appropriate.

Kristin Pedersen, 2907 140th Street NW, Marysville, WA 98270, thanked the City Council for the great work they do. She expressed concern about government overreach and Critical Race Theory and encouraged the City Council to establish Marysville as a Common Sense Sanctuary as was done in Baker City, Oregon in order to preserve the rights of its citizens.

Christina McColl, 7631 87th Avenue NE, Marysville, thanked the City for listening to pleas about the Holbrook plat. On behalf of some of her elderly neighbors she also raised concerns about the construction associated with this project. They would like to have the City consider the plot is only 10 feet away from Highway 9. They proposed that the access be from there or via the Rock Creek development or Keystone. Additionally, they shared the same concerns as Sarah Lemas regarding the pallet shelters.

Cassandra Mulivrana (via Zoom), 8502 61st Place NE, Marysville, WA 98270, also expressed concerns about the pallet shelter pilot program. She urged the Community Development Director to reject this proposal. She noted that over 711 have signed the petition opposed to the program. She noted that this is not transitional housing as there is nowhere to move the people to; the applicant has not involved the community in this proposal and there appears to be no plan to do so in the future; there is a poorly developed and constantly changing plan; and the shelter is located in a residential community which is segregated from services that the homeless need.

Michael Watson, 6120 86th Avenue NE, Marysville, (via Zoom) also spoke against the pallet shelter for all the same reasons already articulated.

Ronald Brown, 8332 57th Place NE, Marysville, (via Zoom) HOA President of Kenley East, stated that no one in his neighborhood is in support of the pallet shelter in the proposed location, and people are very upset.

Brittany Dixon, 8320 57th Place NE, Marysville, (via Zoom) also spoke against the proposed pallet shelter noting safety concerns for herself and her children. She spoke in support of the idea in general, but urged the City to find a better location.

Mayor Nehring announced the City had also received written communication from the following individuals:

- Sarah Sonnetag opposed to the pallet shelters
- Nicolas Homer regarding speeding concerns which Public Works and Police are looking into

Mayor Nehring stressed that the pallet shelter is a private proposal by Generations Church. He shared with the audience the things that the City is already successfully doing to assist the homeless including the embedded social worker program which helps with substance abuse treatment, mental health assistance, MESH (micro emergency shelter homes) to temporarily house homeless, and support of Housing Hope and Volunteers of America who help the homeless. He stated that the pallet proposal project would likely go to the Hearing Examiner because of the level of comments received. He stressed that they all want to help the homeless.

Councilmember Vaughan thanked the Mayor and citizens for their comments and for the specific suggestions for alternatives. He commented that the City has partnered with local churches to get the MESH homes equipped with necessary supplies. He asked if the MESH housing program has been suggested to Generations Church as an

alternative way to help the homeless. Mayor indicated he had mentioned it in an email to them and also plans to bring it up in an upcoming meeting with them. Councilmember Vaughan spoke in support of continuing what the City has already been doing and stated he shared the concerns brought up by several citizens tonight.

Councilmember King thanked everyone who spoke and noted he had also received several phone calls from people with concerns.

Council President Norton also thanked everyone who spoke tonight on all topics. She loved hearing about people getting to know their neighbors and talking about these concerns. She stressed that the Council is very committed to representing the residents of Marysville.

Councilmember James thanked everyone who made comments tonight and noted that the Council is listening and looking into these issues.

Councilmember Muller thanked everyone for the comments and for being vigilant and engaged in the community.

Councilmember Richards thanked everyone for coming and making comments.

Councilmember Stevens expressed appreciation for all the comments and for the residents who care so much about the community. He especially appreciated those who came with solutions as well as concerns.

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

1. Approval of the June 7, 2021 City Council Work Session Minutes

Motion to approve the June 7, 2021 City Council Work Session Minutes as presented moved by Council President Norton seconded by Councilmember King.

AYES: ALL

Consent

2. Approval of the June 9, 2021 Claims in the amount of \$816,867.00 Paid by EFT Transactions and Check Numbers 148655 through 148776 with Check Number 148292 Voided
3. Approval of the June 10, 2021 Payroll in Amount \$1,579,559.14 Paid by EFT Transaction and Check Number 33486 through 33512
4. Approval of the June 16, 2021 Claims in the Amount of \$739,577.77 Paid by EFT Transactions and Check Numbers 148777 through 148896

Motion to approve Consent Agenda items 2, 3, and 4 moved by Councilmember James seconded by Councilmember Vaughan.

AYES: ALL

New Business

5. Consider Approving the Subrecipient Agreement with Homage Senior Services in the Amount of \$100,000.00 for Minor Home Repair Program

Senior Planner Hess reviewed this contract with Homage Senior Services for their Minor Home Repair Program as part of the Community Development Block Grant.

Motion to approve the Subrecipient Agreement with Homage Senior Services in the Amount of \$100,000.00 for the Minor Home Repair Program moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

6. Consider Approving the Subrecipient Agreement with City of Marysville Public Works in the amount of \$106,619.14 for Installation of Rectangular Rapid Flashing Beacons in Low-Moderate Income Census Tract Neighborhoods

Senior Planner Hess explained these are CDBG funds awarded to Marysville Public Works Department for the rectangular rapid flashing beacons that will be place in a series of low-income neighborhoods in the city.

Motion to approve the Subrecipient Agreement with City of Marysville Public Works in the amount of \$106,619.14 for Installation of Rectangular Rapid Flashing Beacons in Low-Moderate Income Census Tract Neighborhoods moved by Councilmember James seconded by Councilmember Muller.

AYES: ALL

7. Consider Approving the Fourth Amendment to the 1995 Wheel Water Agreement with Tulalip Tribes

Director Bell reviewed the history of this agreement and explained this is an extension. Staff is recommending approval.

Motion to authorize the Mayor to sign and execute the Fourth Amendment to the 1995 Wheel Water Agreement with Tulalip Tribes moved by Councilmember Richards seconded by Councilmember King.

AYES: ALL

8. Consider Approving an Ordinance Amending the 2021-2022 Biennial Budget and Providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 3160

Director Langdon reviewed this budget amendment to the 2021-2022 biennial budget.

Motion to adopt Ordinance 3187 amending the 2021-2022 Biennial Budget and providing for the Increase of Certain Expenditure Items as Budgeted for in Ordinance No. 3160 moved by Councilmember Vaughan seconded by Council President Norton.

AYES: ALL

9. Consider Approving a Resolution Adopting the Proposed Changes to the Personnel Rules

City Attorney Walker reviewed the proposed changes to the personnel rules which would address changes in sick leave laws, update electronic records policies, and make other minor changes for clarification.

Motion to adopt Resolution 2504 adopting the Proposed Changes to the Personnel Rules moved by Councilmember King seconded by Councilmember Richards.

AYES: ALL

10. Consider Approving the Temporary Easement and Permanent Emergency Access Easement

Director Miller reviewed this item which would allow the applicant to utilize the easement for temporary construction and emergency access. Mr. Shipley, the applicant, reviewed the reasons for the request and how this came about. CAO Hirashima explained there had been significant debate about this because it was unusual, but the circumstance was such that staff felt it was appropriate.

Motion to authorize the Mayor to sign the Temporary Easement and Permanent Emergency Access Easement moved by Councilmember Stevens seconded by Councilmember Muller.

AYES: ALL

11. Consider Approving the Proposed Renewal of the City's 2021-2022 Property/Cyber Insurance with Alliant Property Insurance Program

CAO Hirashima reviewed this item. This is the third year of purchasing insurance through Alliant. She discussed the reasons for this insurance and answered clarification questions from councilmembers.

Motion to authorize the Mayor to sign and execute the renewal of the City's 2021-2022 Property/Cyber Insurance with Alliant Property Insurance Program moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

Legal

Mayor's Business

There are some cooling areas that were established at the library, Station 62, the spray park, and a local church which can be helpful for the extreme heat. He thanked the Parks, Recreation, and Culture Department for the planning of a fabulous July 4 celebration.

Staff Business

HR Manager Lester had no comments.

CIO Mennie commented on additional cooling stations in the community including Marysville YMCA, the Center at North Marysville, Grove Church, and the Lakewood Smokey Point Library.

Director Bell spoke to the need for mandatory water curtailment for a few days during this heat wave. He gave updates on the bridge project and highway safety grant projects. The pedestrian crossings at 84th Street NE and 83rd Avenue NE on the Centennial trail will be done in the next couple of weeks.

Chief Scairpon encouraged everyone to be careful as they recreate in the water. The Compass Health grant expires at the end of this month. The Police Department is working on a proposal to extend that for a year and should hear back in the next couple days whether or not that is successful. This proposal adds the Tulalip Tribes and Tribal Police to the existing grant team and adds two additional mental health professionals in addition to the original two. The Police Department is preparing for the 4th of July and will be enforcing the law. There will be another all-hands meeting with all police staff to update them on what is going on in the department and some recent legislative changes.

Director Miller thanked all residents for bringing their comments and concerns to the Council. She emphasized that the details of the proposal are still in the preliminary phase. There will likely be several revisions. She pointed out that Senior Planner Amy Hess has set up a list serve for interested parties. Anyone interested in staying up to date on this matter should contact her. Regarding the public notification process, the city code requires that the public is notified within 300 feet of the property. Council President Norton has requested review of this so it will be going to the Economic Development Committee for discussion in July. She will be bringing an update on different projects around town to the next meeting.

Director Mizell commented on the mister at the fire station and noted it was a cooperative effort. She commended the Parks and Recreation team for working to keep everyone safe this week. There will be food trucks and photo opportunities starting at 7:00 on the 4th of July. Fireworks should begin at dusk, around 10 p.m.

City Attorney Walker had no comments.

CAO Hirashima had no comments.

Call on Councilmembers and Committee Reports

Councilmember Vaughan noted someone in the community contacted him when they saw police officers give Gatorade to someone walking down the sidewalk in the heat. He expressed appreciation to the police officers for what they do, even when it is not noticed.

Councilmember James said he is looking forward to the 4th of July celebration.

Councilmember King reported on last Thursday's Government Affairs Committee meeting. The interim Superintendent for the Marysville School District gave an overview of next year's issues. He thanked Chief Scairpon for his recent article in the Outlook. The monthly Chamber breakfasts are back in session. He commended Director Mizell for her excellent representation of the City. The museum became a self-appointed cooling center with bottled water and a refuge from the heat.

Councilmember Stevens was sorry he would miss the 4th of July celebration since he will be out of town. He has heard amazing things about it though.

Councilmember Richards is looking forward to the 4th of July celebration. He was happy to see the cooling station at the fire station. He thanked all the citizens who came to speak tonight.

Councilmember Muller said he was looking forward to the 4th of July and cooler weather. Regarding water safety, he noted he has never seen so many cars lined up to get in the water.

Council President Norton reiterated her thanks to those who came to speak today. She wished everyone a Happy Independence Day.

Adjournment

Motion to adjourn at 8:41 p.m. moved by Councilmember James seconded by Councilmember Muller.

AYES: ALL

Approved this _____ day of _____, 2021.

Mayor
Jon Nehring

Index #2

City Council



1049 State Avenue
Marysville, WA 98270

**Work Session
July 6, 2021**

Call to Order

Mayor Nehring called the July 6 Work Session to order at 7 p.m. in person at Marysville City Hall and via Zoom.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Tom King, Councilmember Mark James, Councilmember Kelly Richards, Councilmember Steve Muller

Staff: Finance Director Sandy Langdon, Parks Director Tara Mizell, Police Chief Erik Scairpon, City Attorney Jon Walker, Human Resources Manager Teri Lester, Public Works Director Esco Bell, Community Development Director Haylie Miller, Information Services Director Worth Norton, City Engineer Jeff Laycock, Community Information Officer (CIO) Connie Mennie, Systems Analyst Mike Davis

Absent: Councilmember Stevens (excused)

Motion to excuse Councilmember Stevens moved by Councilmember Muller seconded by Councilmember Richards.

VOTE: Motion carried 6 - 0

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller seconded by Councilmember Richards.

VOTE: Motion carried 6 - 0

Presentations

A. Proclamation: Declaring July 2021 Parks and Recreation Month in Marysville

Mayor Nehring read the Proclamation into the record.

B. Private Development Update

Community Development Director Miller presented an update on development activity happening around Marysville. She presented a PowerPoint presentation with general details related to projects in different areas of Marysville including Lakewood, Smokey Point, Central Marysville and Sunnyside. Additionally, five commercial projects were explained in more detail: UPS, MI 5 Building, Smartcap, Salacia, and Northpoint.

Mayor Nehring commented that Council had requested to be more involved in development activity so they connected the Economic Development Committee with the Community Development team to get an in-depth presentation. Council President Norton expressed appreciation for the periodic updates to Council and having the opportunity for more in-depth conversations in the Economic Development Committee.

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

1. Approval of the June 14, 2021 City Council Meeting Minutes

Consent

2. Approval of the June 25, 2021 Payroll in the Amount of \$1,794,575.96 Paid by EFT Transactions and Check Numbers 33513 through 33537

3. Approval of the June 23, 2021 Claims in the Amount of \$3,421,004.63 Paid by EFT Transactions and Check Numbers 148897 through 149059 with Check Number 128466 Voided

4. Approval of the June 30, 2021 Claims in the Amount of \$1,358,436.49 Paid by EFT Transactions and Check Numbers 149060 through 149195

Review Bids

5. Consider the LID Improvements for Cedar Avenue Project Contract with SRV Construction, Inc. in the Amount of \$1,592,252.09 and Approve a Management Reserve of \$159,225.21 for a Total Allocation of \$1,751,477.30

City Engineer Laycock reviewed this item related to installation of bio retention facilities, curb extensions, amplifying parking in the area, and making it more pedestrian-oriented with pedestrian lighting. The bid came in a bit higher than the engineers' estimate which staff is seeing more often in this climate.

6. Consider the Jennings Park Pickleball Courts Project Contract with Matia Contractors in the Amount of \$239,395.14 and Approve a Management Reserve of \$11,969.76 for a Total Allocation of \$251,364.90

City Engineer Laycock reviewed this item related to the construction of eight pickleball courts at Jennings Park including site excavation, grading, stormwater utilities, paving, court surfacing and fencing.

Councilmember James asked about overflow parking. City Engineer Laycock replied parking is not part of this project. He expects that it would be covered in other areas of the park.

Council President Norton asked how long the project would take. City Engineer Laycock thought it could possibly be done by the end of September if they get started right away.

Councilmember Richards asked if the courts will be lighted. City Engineer Laycock replied that they will not be lighted. Councilmember Richards asked if they would lose the baseball field as a result of this project. Director Mizell replied that it will still be usable for the youngest players.

7. Consider the 2021 Citywide Road Re-Striping Project Contract with Specialized Pavement Markings, Inc. in the Amount of \$108,486.80 and Approve a Management Reserve of \$10,849.00 for a Total Allocation of \$119,335.80

Director Bell reviewed the restriping project bid which came in close to the engineer's estimate. There was some discussion about the City looking into purchasing its own striper at some point.

Public Hearings

New Business

8. Consider the Acceptance of the Stillaguamish Water Treatment Plant Safety Improvements Project Starting the 60 day Lien Filing Period for Project Closeout

Director Bell reviewed the Stillaguamish Water Treatment Plant Safety Improvements project closeout. The project was inspected by city staff and done well.

9. Consider the Professional Services Agreement with Azavar Government Solutions for Local Government Revenue Audit Program

Director Langdon reviewed this item related to a revenue audit for the city fees and taxes assessed which are not collected by the state. She noted it has taken her a while to find someone who could do the full work. She reviewed the agreement and the experience of the company.

Legal

Mayor's Business

Thanks to everyone involved with the 4th of July event.

Staff Business

Chief Scairpon:

- There were no citations issued for fireworks. Between July 1 and the 5 there was a total of 139 fireworks calls for service which was a 34% decrease from last year. He reviewed how these calls were handled.
- He gave an update on recent police activity.

Director Langdon had no further comments.

Director Mizell commented that the 4th of July event was great, and tons of people showed up.

Director Bell noted he is still getting familiar with the city staff and departments.

Human Resources Manager Lester commented that she watched the livestream of the fireworks show, and it looked great.

Director Norton reported that the computers the City surplused last month went to the Legacy High School. The kids rebuilt them and donated 48 computers to Housing Hope and several computers to Hugs for Homies and a few other local charities.

CIO Mennie reported that Tim Daniels, a local citizen, offered to help with the livestream on the 4th. He is a senior technical consultant for a major company in Seattle and donated his services for free. She commented on the large number of people it takes to make the fireworks livestream happen and expressed appreciation for their help.

City Attorney Walker had no further comments.

Mayor Nehring welcomed Worth Norton to the director team.

Call on Councilmembers and Committee Reports

Councilmember Vaughan reported highlights from the Finance Committee meeting. There was a report on the golf course. Rounds in the first quarter of 2020 were down

significantly, but went up in the second half of 2020. This year so far rounds are up significantly. Sales tax revenue is up over 28%. Construction sales tax is down about 6%. Sales tax is comparable to or better than the national average. There is a concern about accounts receivable on utility billing because there is about \$2.6M outstanding. The City has awarded \$22,000 of the \$25,000 allotted to help 111 accounts.

Councilmember Richards commented that he was sorry to have missed the 4th of July show, but he heard it was fantastic. He will be out of town for next week's meeting.

Councilmember King commented that the fireworks show was great. He thanked all the departments for their great work.

Councilmember Muller commented that it was a quiet, but good 4th of July.

Councilmember James thanked everyone for the 4th of July event. He also heard good reports back from friends. Congratulations to Worth Norton. He was pleased to hear there were no fireworks citations issued.

Council President Norton thanked all the staff involved in making the 4th of July event happen for the community. She appreciated being able to watch it on Facebook because her family didn't make it back in time. She also enjoyed the drone footage and heard wonderful things from those who were there.

Adjournment

Motion to adjourn the meeting moved by Councilmember Muller seconded by Councilmember James.

VOTE: Motion carried 6 - 0

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

Approved this _____ day of _____, 2021.

Mayor
Jon Nehring

Index #3

City Council



1049 State Avenue
Marysville, WA 98270

**Regular Meeting
July 12, 2021**

Call to Order

Mayor Nehring called the July 12 meeting of the Marysville City Council to order in person at City Hall and online via Zoom at 7:00 p.m.

Invocation

None

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Jeff Vaughan, Councilmember Mark James, Councilmember Tom King, Councilmember Michael Stevens, Councilmember Steve Muller

Staff: Finance Director Sandy Langdon, Parks Director Tara Mizell, City Attorney Jon Walker, Human Resources Manager Teri Lester, City Engineer Jeff Laycock, Public Works Director Esco Bell, Community Development Director Haylie Miller, Police Chief Erik Scairpon, Fire Chief Martin McFalls, Information Services Director Worth Norton, Community Information Officer (CIO) Connie Mennie, Systems Analyst Mike Davis

Absent: Councilmember Richards

Motion to excuse Councilmember Richards moved by Council President Norton seconded by Councilmember Muller.

VOTE: Motion carried 6 - 0

Approval of the Agenda

Motion to approve the agenda as presented moved by Councilmember Muller seconded by Councilmember James.

VOTE: Motion carried 6 - 0

Presentations

Audience Participation

Laurel Lundgren Parratt, 5824 70th Street NE, Marysville, WA, announced that Mayor Nehring's birthday is coming up.

Approval of Minutes

1. Approval of the June 14, 2021 City Council Meeting Minutes

Motion to approve the June 14, 2021 City Council Meeting Minutes moved by Councilmember King seconded by Councilmember Stevens.

Councilmember Vaughan referred to his remarks on page 8 of 9 under Call on Council. He suggested that the second sentence be replaced with the following:

He said he was uncomfortable with the current situation where the Council has no authority to address these land use concerns for our citizens even though they were elected to represent them.

VOTE: Motion carried 6 - 0

Consent

2. Approval of the June 25, 2021 Payroll in the Amount of \$1,794,575.96 Paid by EFT Transactions and Check Numbers 33513 through 33537
3. Approval of the June 23, 2021 Claims in the Amount of \$3,421,004.63 Paid by EFT Transactions and Check Numbers 148897 through 149059 with Check Number 128466 Voided
4. Approval of the June 30, 2021 Claims in the Amount of \$1,358,436.49 Paid by EFT Transactions and Check Numbers 149060 through 149195
8. Consider Approving the Acceptance of the Stillaguamish Water Treatment Plant Safety Improvements Project Starting the 60 day Lien Filing Period for Project Closeout

9. Consider Approving the Professional Services Agreement with Azavar Government Solutions for Local Government Revenue Audit Program

Motion to approve the Consent Agenda moved by Council President Norton seconded by Councilmember Vaughan.

VOTE: Motion carried 6 - 0

Review Bids

5. Consider Awarding the LID Improvements for Cedar Avenue Project Contract with SRV Construction, Inc. in the Amount of \$1,592,252.09 and Approve a Management Reserve of \$159,225.21 for a Total Allocation of \$1,751,477.30

Director Bell reviewed this item. Staff is recommending awarding the bid to SRV Construction for the LID Improvements for Cedar Avenue Project Contract.

Motion to authorize the Mayor to sign and execute the LID Improvements for Cedar Avenue Project Contract with SRV Construction, Inc. in the Amount of \$1,592,252.09 and approve a Management Reserve of \$159,225.21 for a Total Allocation of \$1,751,477.30 moved by Councilmember Muller seconded by Councilmember James.

VOTE: Motion carried 6 - 0

6. Consider Awarding the Jennings Park Pickleball Courts Project Contract with Matia Contractors in the Amount of \$239,395.14 and Approve a Management Reserve of \$11,969.76 for a Total Allocation of \$251,364.90

Motion to authorize the Mayor to sign and execute the Jennings Park Pickleball Courts Project Contract with Matia Contractors in the amount of \$239,395.14 and approve a Management Reserve of \$11,969.76 for a Total Allocation of \$251,364.90 moved by Councilmember Stevens seconded by Councilmember Muller.

Director Bell reviewed this contract to build eight new pickleball courts at Jennings Park. There were four bidders. The low bidder was Matia Contractors which was \$40,000 more than they were hoping, but reflects what the market is like right now. Staff is recommending approval of the contract.

Councilmember King asked if Matia has been used before. Staff replied they were used for Olympic View Park.

VOTE: Motion carried 6 - 0

7. Consider Awarding the 2021 Citywide Road Re-Striping Project Contract with Specialized Pavement Markings, Inc. in the Amount of \$108,486.80 and Approve a Management Reserve of \$10,849.00 for a Total Allocation of \$119,335.80

Director King explained this is for striping 184 miles of pavement markings. Specialized Pavement Markings, Inc. was the low bidder and close to staff's expectations. Staff is recommending approval.

Motion to authorize the Mayor to sign and execute the 2021 Citywide Road Re-Striping Project Contract with Specialized Pavement Markings, Inc. in the Amount of \$108,486.80 and approve a Management Reserve of \$10,849.00 for a Total Allocation of \$119,335.80 moved by Councilmember King seconded by Councilmember James.

VOTE: Motion carried 6 - 0

Public Hearings

New Business

Legal

Mayor's Business

Mayor Nehring had the following comments:

- He informed Council that Chaplain Kanehen had some technical difficulties and was not able to log in for the invocation.
- It's good to be back in person with the rest of the Council.
- He noted that there is a Parks Board position open and a Planning Commission position open. He has received a lot of applications for both, and it will be a difficult decision.

Staff Business

Director Miller had no comments.

Human Resources Manager Lester had no comments.

CIO Mennie was very pleased with *The Herald's* front page story about the Cascade Industrial Center.

Director Bell reported on a new hire in Public Works.

City Engineer Laycock had no comments.

Director Mizell had no comments.

Director Langdon had no comments.

Chief Scairpon:

- There has been a lot of police activity in the City lately.

- He reported that the Mental Health Professional grant was approved beyond status quo funding. They received approval for three Mental Health Professionals through June of 2022.
- He reported on lifesaving work the police officers have been involved with. He commended the great work they have been doing lately and mentioned a water rescue in conjunction with the Fire Department.

Chief McFalls said he was proud of the fine work done by Fire and Police.

City Attorney Walker had no comments.

Call on Councilmembers and Committee Reports

Councilmember Vaughan:

- He reported that a citizen, Doris Larson, had expressed some concerns over removal of trees in some developments in the north end of the City. He requested that staff reach out to her. Mayor Nehring indicated that her letter would be included in the record of this meeting and that staff would put together a response to her.
- Councilmember Vaughan asked if the Police Department has lifesaving recognition awards. Chief Scairpon replied that they do, and they will coordinate with the Fire Department to make sure appropriate recognition is made.

Councilmember James had no comments.

Councilmember King:

- He reported he has had some one-on-one meetings with newer staff members and has appreciated those conversations.
- He is looking forward to the concerts and movies in parks starting up again.

Councilmember Stevens had no comments.

Councilmember Muller reported he also enjoyed the meeting with the newer directors; it's good to see things opening up again.

Council President Norton expressed appreciation for the good news about the Mental Health Professionals grant and the work that the Police and Fire departments do.

Adjournment

Motion to adjourn moved by Councilmember Muller seconded by Council President Norton.

VOTE: Motion carried 6 - 0

The meeting was adjourned at 7:24 p.m.

Approved this _____ day of _____, 2021.

Mayor
Jon Nehring

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

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 July 7, 2021 claims in the amount of \$371,420.61 paid by EFT transactions and Check No.'s 149196 through 149334.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-7

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 **\$371,420.61 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 149196 THROUGH 149334**, 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 **26th DAY OF JULY 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**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>
149196	LICENSING, DEPT OF	FIREARMS DOL PAYMENT	INTERGOVERNMENTAL	105.00
	LICENSING, DEPT OF		INTERGOVERNMENTAL	558.00
	LICENSING, DEPT OF		INTERGOVERNMENTAL	828.00
149197	LICENSING, DEPT OF	DEALERS LICENSE	INTERGOVERNMENTAL	125.00
149198	PREMERA BLUE CROSS	PREMERA CLAIMS 6/27 - 6/30/21	MEDICAL CLAIMS	21,258.37
	PREMERA BLUE CROSS	PREMERA CLAIMS 7/1 - 7/3/21	MEDICAL CLAIMS	25,073.88
149199	AEDGRANT	AED'S PAID WITH GRANT MONEY	POLICE ADMINISTRATION	9,882.44
149200	ALBRIGHT, BROOKE	REFUND SUMMER CAMP	PARKS-RECREATION	29.00
149201	ALLRED, ROBERT & CIN	UB REFUND	WATER/SEWER OPERATION	268.50
149202	AMAZON CAPITAL	RIBBON, FILE FOLDERS, MOUSE	CITY CLERK	19.72
	AMAZON CAPITAL		FINANCE-GENL	46.43
	AMAZON CAPITAL	ACCOUNTING FOR CAPITAL ASSET BOOK	UTIL ADMIN	58.31
	AMAZON CAPITAL	WATERPROOF BOOTS	COMMUNITY	163.90
149203	ARIES BLDG SYSTEMS	RENTAL - PORTABLE BUILDING	STORM DRAINAGE	524.64
	ARIES BLDG SYSTEMS		SEWER SERV MAINT	524.64
	ARIES BLDG SYSTEMS		STORM DRAINAGE	524.64
	ARIES BLDG SYSTEMS		SEWER SERV MAINT	524.64
149204	BARBON, ANNE	REFUND SUMMER CAMP	PARKS-RECREATION	29.00
	BARBON, ANNE		PARKS-RECREATION	29.00
149205	BAUGHN, CARL	UB REFUND	WATER/SEWER OPERATION	368.36
149206	BEI CORP	REFUND BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
149207	BELLEME, JOSEPH	VEST CARRIER	POLICE INVESTIGATION	293.85
149208	BILLING DOCUMENT SPE	KIOSK MACHINE	UTILITY BILLING	16,395.00
149209	BLANCO, JEFFREY & JU	UB REFUND	WATER/SEWER OPERATION	246.82
149210	BORDEN, SARA	REFUND ULTIMATE SPORTS	PARKS-RECREATION	85.00
149211	BOYD, RAE	INMATE MEDICAL, NURSE	DETENTION & CORRECTION	9,700.00
149212	BRAKE AND CLUTCH	BRAKE SHOE, AXLE DRUMS #J034	EQUIPMENT RENTAL	1,437.49
149213	BROWN, MICHAEL AND C	UB REFUND	WATER/SEWER OPERATION	182.19
149214	BSN SPORTS, LLC	VOLLEYBALLS FOR SUMMER CAMP	RECREATION SERVICES	211.77
149215	BUNDY, BRIAN & KATIE	UB REFUND	WATER/SEWER OPERATION	272.51
149216	CAJUDO, JACOB & CHRI		WATER/SEWER OPERATION	205.09
149217	CARAHSOFT TECHNOLOGY	ECIVIS GRANT SOFTWARE	POLICE ADMINISTRATION	6,011.50
149218	CASCADE COLUMBIA	PAX XL-8	WASTE WATER TREATMENT	13,353.93
	CASCADE COLUMBIA	PAX XL8 BULK	WASTE WATER TREATMENT	13,831.11
149219	CENTRAL WELDING SUPP	PADLOCK	ER&R	80.34
	CENTRAL WELDING SUPP	PADLOCKS - INVENTORY	ER&R	241.01
	CENTRAL WELDING SUPP	PADLOCKS, EAR MUFFS, HEADGEAR	ER&R	558.65
149220	CHAMPION BOLT	HEX CAP SCREW	EQUIPMENT RENTAL	10.67
149221	CHRISTIANSEN, SINA	REFUND GROW GARDEN GROW	PARKS-RECREATION	16.33
149222	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,364.54
149223	CODE PUBLISHING	ORDINANCE 3184, 3185, 3186	CITY CLERK	611.23
149224	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	350.00
149225	COOP SUPPLY	ULTRA GREEN STARTER, PEAT MOSS	PARK & RECREATION FAC	100.51
149226	CRAIN, AMANDA	REFUND SOFTBALL	PARKS-RECREATION	260.00
149227	DALE, CORI	REFUND SUMMER CAMP	PARKS-RECREATION	29.00
149228	DELL	27" MONITORS	COMMUNITY	1,033.96
149229	DICKS TOWING	TOWING 21-27861	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-30039	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-30068	POLICE PATROL	77.47
	DICKS TOWING	TOWING 21-58714	POLICE PATROL	103.76
	DICKS TOWING	TOWING 21-30284	POLICE PATROL	334.66
149230	DIETZ, THOMAS & KIMB	UB REFUND	WATER/SEWER OPERATION	78.79
149231	DK SYSTEMS, INC.	WASTEWATER EF REPLACEMENT	WASTE WATER TREATMENT	3,977.76
149232	E&E LUMBER	AWG CONNECTORS	PARK & RECREATION FAC	7.64
	E&E LUMBER	WHITE ROUND WOOD SEAT	OPERA HOUSE	10.48
	E&E LUMBER	BBG GRILL CLEANER	PARK & RECREATION FAC	13.51
	E&E LUMBER	SAW BLADE	WASTE WATER TREATMENT	49.31
	E&E LUMBER	SELF-TAPPING SCREWS, FLAT WASHERS	TRANSPORTATION	66.96

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149233	ENVIRO-CLEAN EQUIP	DIAGNOSE/REPAIR WATER VALVE, JOYSTICK	EQUIPMENT RENTAL	3,912.78
149234	FALL PROTECTION DIST	SAFETY PROTECTION ANCHORS	BLDING MAINT	-43.80
	FALL PROTECTION DIST		FACILITY MAINTENANCE	514.80
149235	FCS GROUP	SOLID WASTE RATE STUDY 6/18/21	SOLID WASTE OPERATIONS	3,180.00
149236	FERRELLGAS	PROPANE	TRAFFIC CONTROL DEVICES	59.75
	FERRELLGAS		ROADWAY MAINTENANCE	59.76
	FERRELLGAS		ROADWAY MAINTENANCE	189.87
	FERRELLGAS		TRAFFIC CONTROL DEVICES	189.87
149237	FRY, TARA	REFUND SUMMER CAMP	PARKS-RECREATION	29.00
149238	GALLS, LLC	EAR MOLDS	POLICE PATROL	1,766.68
149239	GENUINE AUTO GLASS	REPLACED WINDSHIELD #P207	EQUIPMENT RENTAL	601.15
149240	GETTY, MONICA	REFUND SUMMER CAMP	PARKS-RECREATION	29.00
149241	GOBLE SAMPSON ASSOC	TORNADO/FLOAT SYSTEM	WASTE WATER TREATMENT	9,828.71
149242	GOBLIRSCH, HEATHER	REFUND SUMMER CAMP	PARKS-RECREATION	27.00
149243	GOVERNMENT COMPUTER	SECURITY LICENSING WA NASPO	EXPENSES TO FACILITATE	19,346.10
149244	GRAINGER	BARB FITTING	WASTE WATER TREATMENT	14.65
	GRAINGER	BARBED HOSE FITTING	WASTE WATER TREATMENT	35.18
	GRAINGER	ALL PURPOSE WIPES	UTIL ADMIN	43.10
	GRAINGER	BALL VALVE	WASTE WATER TREATMENT	459.78
149245	GRAVITY PAYMENTS	ONLINE/PHONE PAYMENTS MAY 2021	UTILITY BILLING	658.57
	GRAVITY PAYMENTS		UTILITY BILLING	10,562.80
149246	GREATER SEATTLE PART	2021 PARTNER DUES	PLANNING & COMMUNITY DEV	7,500.00
149247	GREENE, DEBORAH	REFUND GROW GARDEN GROW	PARKS-RECREATION	16.33
149248	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND - JUNE	POLICE ADMINISTRATION	750.00
149249	HD FOWLER COMPANY	PVC PARTS	WASTE WATER TREATMENT	161.28
	HD FOWLER COMPANY	IRRIGATION MANAGEMENT	PARK & RECREATION FAC	517.70
	HD FOWLER COMPANY	MISC. BRASS PARTS	WATER/SEWER OPERATION	4,881.09
149250	HEWLETT PACKARD	PRINT TONER AND MAINTENANCE	SEWER MAIN COLLECTION	5.04
	HEWLETT PACKARD		STORM DRAINAGE	5.04
	HEWLETT PACKARD		WATER QUAL TREATMENT	6.42
	HEWLETT PACKARD		UTIL ADMIN	10.33
	HEWLETT PACKARD		COMMUNITY SERVICES UNIT	14.48
	HEWLETT PACKARD		WASTE WATER TREATMENT	54.32
	HEWLETT PACKARD		CITY CLERK	60.03
	HEWLETT PACKARD		FINANCE-GENL	60.03
	HEWLETT PACKARD		MUNICIPAL COURTS	77.22
	HEWLETT PACKARD		UTILITY BILLING	98.85
	HEWLETT PACKARD		COMPUTER SERVICES	269.06
149251	HIATT, LILLIAN	UB REFUND	WATER/SEWER OPERATION	86.93
149252	HOLT, JAMES L & KATH		WATER/SEWER OPERATION	25.03
149253	HOME DEPOT USA	BLEACH	ER&R	155.42
149254	IDEMIA IDENTITY	JAIL MORPHOIDENT	DETENTION & CORRECTION	2,688.78
149255	J & B TOOLS, LLC	FLUID LINE STOPPER	EQUIPMENT RENTAL	174.86
149256	JONES, CHUCKIE	REFUND SOFTBALL	PARKS-RECREATION	260.00
149257	JONES, JESSICA	REFUND GROW GARDEN GROW	PARKS-RECREATION	16.33
	JONES, JESSICA	REFUND SUMMER CAMP	PARKS-RECREATION	29.00
149258	JUAREZ, SARA	REFUND PERMIT CHARGE	GENERAL FUND	250.00
149259	KAHOLOKULA, JANELL	UB REFUND	WATER/SEWER OPERATION	79.37
149260	KANEHEN, GREGORY	CHAPLIN STIPEND - JUNE	POLICE ADMINISTRATION	750.00
149261	KOCH-MILLER, VERENA	REFUND GROW GARDEN GROW	PARKS-RECREATION	16.33
149262	KPG, INC PS	PROFESSIONAL SERVICES TO 6/25/21	GMA - STREET	2,704.57
149263	LASTING IMPRESSIONS	SHIRT/JACKET FOR COUNCILMEMBER	CITY COUNCIL	104.01
149264	LES SCHWAB TIRE CTR	TIRES	ER&R	1,072.01
	LES SCHWAB TIRE CTR	STEER AXLE TIRE #M149	ER&R	1,731.15
149265	LESPADE, SARA	REFUND SUMMER CAMP	PARKS-RECREATION	29.00
149266	LESTER, GREGORY	UB REFUND	WATER/SEWER OPERATION	9.34
149267	LORIMOR, JEREMY		WATER/SEWER OPERATION	62.91
149268	MALCEVSKI, MARINA		WATER/SEWER OPERATION	122.54

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149269	MARTINEZ, EDNA V	UB REFUND	WATER/SEWER OPERATION	116.23
149270	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	27,215.28
149271	MARYSVILLE PRINTING	NUMBERED PURCHASE ORDERS	UTIL ADMIN	508.25
149272	MAYER, MICHAEL & LEN	UB REFUND	WATER/SEWER OPERATION	56.04
149273	MCCANN, RYAN & JAIME		GARBAGE	15.37
149274	MCDANOLD, RANDY	REFUND SOFTBALL	PARKS-RECREATION	260.00
149275	MCNULTY, KATRINA	REFUND GROW GARDEN GROW	PARKS-RECREATION	16.33
149276	MELSETH, BARBARA	REFUND ULTIMATE SPORTS	PARKS-RECREATION	85.00
149277	MIZELL, TARA	COOLING MISTER	RECREATION SERVICES	22.85
149278	MOBILEGUARD, INC.	TEXT MESSAGE ARCHIVING	COMMUNITY	7.85
	MOBILEGUARD, INC.		CRIME PREVENTION	7.85
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	7.85
	MOBILEGUARD, INC.		PROPERTY TASK FORCE	7.85
	MOBILEGUARD, INC.		RECREATION SERVICES	7.85
	MOBILEGUARD, INC.		LEGAL-GENL	7.85
	MOBILEGUARD, INC.		PERSONNEL ADMINISTRATION	7.85
	MOBILEGUARD, INC.		SOLID WASTE CUSTOMER	7.85
	MOBILEGUARD, INC.		FACILITY MAINTENANCE	7.85
	MOBILEGUARD, INC.		MUNICIPAL COURTS	15.70
	MOBILEGUARD, INC.		YOUTH SERVICES	15.70
	MOBILEGUARD, INC.		OFFICE OPERATIONS	23.55
	MOBILEGUARD, INC.		COMMUNITY SERVICES UNIT	23.55
	MOBILEGUARD, INC.		WATER QUAL TREATMENT	23.55
	MOBILEGUARD, INC.		PARK & RECREATION FAC	31.40
	MOBILEGUARD, INC.		GENERAL	31.40
	MOBILEGUARD, INC.		CUSTODIAL SERVICES	31.40
	MOBILEGUARD, INC.		EXECUTIVE ADMIN	47.10
	MOBILEGUARD, INC.		LEGAL - PROSECUTION	47.10
	MOBILEGUARD, INC.		STORM DRAINAGE	47.10
	MOBILEGUARD, INC.		COMPUTER SERVICES	47.39
	MOBILEGUARD, INC.		COMMUNITY	54.95
	MOBILEGUARD, INC.		DETENTION & CORRECTION	54.95
	MOBILEGUARD, INC.		POLICE INVESTIGATION	70.65
	MOBILEGUARD, INC.		ENGR-GENL	86.35
	MOBILEGUARD, INC.		WASTE WATER TREATMENT	94.20
	MOBILEGUARD, INC.		UTIL ADMIN	94.20
	MOBILEGUARD, INC.		POLICE ADMINISTRATION	133.45
	MOBILEGUARD, INC.		POLICE PATROL	416.05
149279	MORRISON, DAVID	INTERPRETER SERVICES	COURTS	70.00
149280	MOTOROLA	4 CHARGERS	POLICE PATROL	281.34
149281	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	SOLID WASTE OPERATIONS	20.40
	MOUNTAIN MIST		SEWER MAIN COLLECTION	20.40
	MOUNTAIN MIST		WASTE WATER TREATMENT	20.41
149282	MSAB INCORPORATED	LICENSE RENEWAL	POLICE INVESTIGATION	3,395.00
149283	NAPA AUTO PARTS	CREDIT INV 4642-493751	EQUIPMENT RENTAL	-11.77
	NAPA AUTO PARTS	DIFFERENTIAL PINION SEAL #V018	EQUIPMENT RENTAL	11.77
	NAPA AUTO PARTS	#V018 AXLE SEAL	EQUIPMENT RENTAL	14.45
	NAPA AUTO PARTS	RED LED MARKER LIGHT #H003	EQUIPMENT RENTAL	37.27
	NAPA AUTO PARTS	HEATER FAN/MOTOR #V018	EQUIPMENT RENTAL	135.70
149284	NATIONAL BARRICADE	ANTI-GRAFFITI FILM FOR SIGN	TRANSPORTATION	1,028.30
149285	NORD, DICK	REFUND PROJECT WITHDRAWAL	COMMUNITY DEVELOPMENT	350.00
149286	NORTH CENTRAL LABORA	M-FC BROTH, BOD STANDARD	WATER/SEWER OPERATION	-41.30
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	485.40
149287	NORTH COUNTY OUTLOOK	FIREWORKS ADVERTISEMENT	EXECUTIVE ADMIN	375.00
149288	NUBER, CLARK PS	SERVICES THROUGH 5/23/21	FINANCE-GENL	400.00
149289	OFFICE DEPOT	JOURNAL, MOUSE PAD, PAPER	UTIL ADMIN	4.50
	OFFICE DEPOT		ENGR-GENL	11.57
	OFFICE DEPOT		EQUIPMENT RENTAL	42.48

**CITY OF MARYSVILLE
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149289	OFFICE DEPOT	COPY PAPER	STORM DRAINAGE	84.97
149290	OLSON, SHERRI	REFUND BARN RENTAL	PARKS-RECREATION	75.00
149291	ONE IDENTITY LLC	ONE IDENTITY HYBRID	COMPUTER SERVICES	91.84
	ONE IDENTITY LLC		COMPUTER SERVICES	1,089.06
149292	PACIFIC POWER BATTER	BATTERIES	TRANSPORTATION	28.81
	PACIFIC POWER BATTER	SCRAP BATTERIES	TRANSPORTATION	51.70
149293	PARTSMASTER	IMPACT BIT SET	EQUIPMENT RENTAL	385.98
	PARTSMASTER	DRILL BITS	EQUIPMENT RENTAL	889.48
149294	PAVEK, OLIVER & LEIG	UB REFUND	WATER/SEWER OPERATION	50.75
149295	PEDIGO, BECCA	REFUND SUMMER CAMP	PARKS-RECREATION	29.00
	PEDIGO, BECCA		PARKS-RECREATION	29.00
149296	PETROCARD SYSTEMS	FUEL CONSUMED	EQUIPMENT RENTAL	27.25
	PETROCARD SYSTEMS		COMPUTER SERVICES	56.98
	PETROCARD SYSTEMS		STORM DRAINAGE	60.90
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	149.29
	PETROCARD SYSTEMS		ENGR-GENL	153.20
	PETROCARD SYSTEMS		COMMUNITY	194.85
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	246.96
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,398.84
	PETROCARD SYSTEMS		GENERAL	2,560.13
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	5,291.83
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,419.27
	PETROCARD SYSTEMS		POLICE PATROL	8,108.97
149297	PILCHUCK RENTALS	SPRAY GUN	PARK & RECREATION FAC	19.19
149298	PLATT ELECTRIC	SATCO LAMP	PUMPING PLANT	23.23
	PLATT ELECTRIC	UPS ENCLOSURE/HARDWARE	SEWER LIFT STATION	461.29
149299	POSTAL SERVICE	POSTAGE	POLICE ADMINISTRATION	2,500.00
149300	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT	1,092.95
149301	PUD	ACCT #221100092	GMA - STREET	4.28
	PUD	ACCT #204933311	PUMPING PLANT	14.74
	PUD	ACCT #222871949	PARK & RECREATION FAC	15.88
	PUD	ACCT #200998532	PARK & RECREATION FAC	17.01
	PUD	ACCT #202791166	PUMPING PLANT	17.34
	PUD	ACCT #201380995	PUMPING PLANT	19.04
	PUD	ACCT #223013277	AFFORDABLE HOUSING	20.00
	PUD	ACCT #202178158	SEWER LIFT STATION	30.15
	PUD	ACCT #201610185	TRANSPORTATION	30.65
	PUD	ACCT #200650745	TRANSPORTATION	33.22
	PUD	ACCT #201670890	TRANSPORTATION	39.39
	PUD	ACCT #220792733	STREET LIGHTING	39.63
	PUD	ACCT #202140489	TRANSPORTATION	42.14
	PUD	ACCT #202368536	TRANSPORTATION	45.47
	PUD	ACCT #202102190	TRANSPORTATION	50.02
	PUD	ACCT #200869303	TRANSPORTATION	55.81
	PUD	ACCT #200827277	TRANSPORTATION	55.90
	PUD	ACCT #220298624	STREET LIGHTING	56.44
	PUD	ACCT #202143111	TRANSPORTATION	61.59
	PUD	ACCT #202557450	STREET LIGHTING	66.59
	PUD	ACCT #203231006	TRANSPORTATION	73.32
	PUD	ACCT #202463543	SEWER LIFT STATION	95.88
	PUD	ACCT #202689105	WASTE WATER TREATMENT	97.82
	PUD	ACCT #202490637	SEWER LIFT STATION	101.62
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	108.73
	PUD	ACCT #202294336	STREET LIGHTING	115.67
	PUD	ACCT #202572327	STREET LIGHTING	123.18
	PUD	ACCT #201021698	PARK & RECREATION FAC	123.61
	PUD	ACCT #220731285	STREET LIGHTING	127.04
	PUD	ACCT #202030078	TRANSPORTATION	159.34

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149301	PUD	ACCT #200084150	TRANSPORTATION	221.61
	PUD	ACCT #202689287	WASTE WATER TREATMENT	629.85
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	718.92
149302	PUGET SOUND ENERGY	ACCT #220026419946	CAPITAL EXPENDITURES	42.03
	PUGET SOUND ENERGY	ACCT #220026412746	CAPITAL EXPENDITURES	48.52
149303	RAMOS, ELIZABETH	REFUND SUMMER CAMP	PARKS-RECREATION	29.00
149304	ROBERT BROOKE AND AS	SUPPLIES JENNINGS PARK RESTROOM	GENERAL FUND	-30.19
	ROBERT BROOKE AND AS		PARK & RECREATION FAC	354.82
149305	ROY ROBINSON	HEATER BLOWER FAN #V018	EQUIPMENT RENTAL	18.90
149306	RUSSELL, HEATHER	UB REFUND	WATER/SEWER OPERATION	11.30
149307	SANDERS, ALIXIS	REFUND GROW GARDEN GROW	PARKS-RECREATION	16.33
149308	SHOEMAKER, TERRY	UB REFUND	WATER/SEWER OPERATION	134.74
149309	SHRED-IT US	ON-SITE SERVICE 6/18/21	CITY CLERK	5.54
	SHRED-IT US		UTILITY BILLING	5.54
	SHRED-IT US	MONTHLY SHREDDING SERVICES	EXECUTIVE ADMIN	11.19
	SHRED-IT US		LEGAL - PROSECUTION	11.20
149310	SIMBURG PROPERTY	UB REFUND - 5828 93RD PL NE 98270	WATER/SEWER OPERATION	66.68
149311	SMITH GARDENS	REFUND SMITH GARDENS	PARKS-RECREATION	140.00
149312	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	788.97
149313	SNO HEALTH DISTRICT	PER CAPITA CONTRIBUTION Q3 2021	NON-DEPARTMENTAL	17,295.00
149314	SPECK, BRANDON & JUL	UB REFUND	WATER/SEWER OPERATION	99.01
149315	STEVENS, JULIANNE	REFUND SUMMER CAMP	PARKS-RECREATION	29.00
149316	STRONG, ZACH	REFUND SOFTBALL	PARKS-RECREATION	260.00
149317	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	301.50
	SUMMIT LAW GROUP	LABOR BARGAINING	PERSONNEL ADMINISTRATION	636.50
149318	SUPERIOR PRINTING	DEPOSIT BAGS/TICKET BOOKS	GENERAL FUND	-16.30
	SUPERIOR PRINTING		FINANCE-GENL	191.57
149319	SWANSON, JEFF	SUMMER CONCERT	OPERA HOUSE	750.00
149320	TAURUS POWER	CAPACITORS, HARMONIC FILTER	WASTE WATER TREATMENT	2,148.62
149321	TERMPERLYS AFH 2	REFUND BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
149322	THORNQUIST, RICHARD	UB REFUND	GARBAGE	25.66
149323	TRANSPORTATION, DEPT	PROJECT COSTS FOR MAY 2021	GMA - STREET	2.65
149324	TULALIP CHAMBER	JUNE BBH	CITY COUNCIL	23.00
	TULALIP CHAMBER		PARK & RECREATION FAC	23.00
149325	UNITED SITE SERVICES	JENNINGS PARK PORTABLE RESTROOMS	GENERAL FUND	-33.14
	UNITED SITE SERVICES	JENNINGS PARK PORTABLE RESTROOMS	PARK & RECREATION FAC	88.28
	UNITED SITE SERVICES	JENNINGS PARK PORTABLE RESTROOMS	PARK & RECREATION FAC	389.45
	UNITED SITE SERVICES	JENNINGS PARK PORTABLE RESTROOMS	PARK & RECREATION FAC	494.29
149326	USA BLUEBOOK	CONTROLLER FOR CONDUCTIVITY/SENSOR	WASTE WATER TREATMENT	2,595.60
149327	VERIZON	AMR LINES	METER READING	331.91
149328	WA STATE TREASURER	PUB SAFETY/BLDG REVENUE	INTERGOVERNMENTAL	468.50
	WA STATE TREASURER		GENERAL FUND	51,817.68
149329	WAKM2516 LLC	REFUND BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
149330	WEBCHECK	WEBCHECK SERVICES JUNE 2021	UTILITY BILLING	1,904.01
149331	WHISTLE WORKWEAR	CREDIT FOR RUBBER BOOTS	GENERAL	-84.55
	WHISTLE WORKWEAR	CREDIT RAIN BOOTS - MECHLING	GENERAL	-79.06
	WHISTLE WORKWEAR	RAIN BOOTS - MECHLING	GENERAL	79.06
	WHISTLE WORKWEAR	DANNER WORK BOOTS	GENERAL	156.72
	WHISTLE WORKWEAR	RUBBER BOOTS	GENERAL	227.28
149332	WHPACIFIC	PROFESSIONAL SERVICE 4/29 - 5/31/21	GMA - STREET	7,304.62
149333	ZARATE BURGOS, LUZ	REFUND GROW GARDEN GROW	PARKS-RECREATION	16.33
149334	ZIPLY FIBER	LOCAL/LD LINES	CITY CLERK	10.12
	ZIPLY FIBER		CRIME PREVENTION	10.12
	ZIPLY FIBER		PROPERTY TASK FORCE	10.12
	ZIPLY FIBER		SOLID WASTE CUSTOMER	10.12
	ZIPLY FIBER		GOLF ADMINISTRATION	10.12
	ZIPLY FIBER		PURCHASING/CENTRAL	10.12
	ZIPLY FIBER		FACILITY MAINTENANCE	10.12

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/7/2021 TO 7/7/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149334	ZIPLY FIBER	LOCAL/LD LINES	YOUTH SERVICES	20.23
	ZIPLY FIBER		WATER QUAL TREATMENT	30.35
	ZIPLY FIBER		COMMUNITY SERVICES UNIT	40.47
	ZIPLY FIBER		PARK & RECREATION FAC	40.47
	ZIPLY FIBER		LEGAL-GENL	40.47
	ZIPLY FIBER		GENERAL	40.47
	ZIPLY FIBER		STORM DRAINAGE	40.47
	ZIPLY FIBER		LEGAL - PROSECUTION	50.59
	ZIPLY FIBER		PERSONNEL ADMINISTRATION	50.59
	ZIPLY FIBER		EQUIPMENT RENTAL	50.59
	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	58.15
	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	59.53
	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	59.68
	ZIPLY FIBER	LOCAL/LD LINES	UTILITY BILLING	60.70
	ZIPLY FIBER		COMPUTER SERVICES	70.79
	ZIPLY FIBER		RECREATION SERVICES	70.82
	ZIPLY FIBER		FINANCE-GENL	80.94
	ZIPLY FIBER		EXECUTIVE ADMIN	91.06
	ZIPLY FIBER		POLICE INVESTIGATION	91.06
	ZIPLY FIBER		POLICE ADMINISTRATION	101.17
	ZIPLY FIBER		OFFICE OPERATIONS	101.17
	ZIPLY FIBER		WASTE WATER TREATMENT	101.17
	ZIPLY FIBER		MUNICIPAL COURTS	111.29
	ZIPLY FIBER		COMMUNITY	161.87
	ZIPLY FIBER		DETENTION & CORRECTION	161.88
	ZIPLY FIBER		UTIL ADMIN	161.88
	ZIPLY FIBER		ENGR-GENL	212.46
	ZIPLY FIBER		POLICE PATROL	485.63

WARRANT TOTAL: 371,420.61

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: \$371,420.61

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

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

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the July 9, 2021 in the amount \$1,691,186.13, paid by EFT Transactions and Check No. 33538 through 33561.
COUNCIL ACTION:

Index #6

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

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 July 14, 2021 claims in the amount of \$413,871.01 paid by EFT transactions and Check No.'s 149335 through 149347 with check number 148897 and 149009 voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-7

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 **\$413,871.01 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 149335 THROUGH 149347 WITH CHECK NUMBER 148897 AND 149009 VOIDED**, THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **26th DAY OF JULY 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/14/2021 TO 7/14/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149335	EDWARDS K&S CONST	HYDRANT METER DEPOSIT REFUND	WATER-UTILITIES/ENVIRONME	-90.60
	EDWARDS K&S CONST		WATER/SEWER OPERATION	1,150.00
149336	HOFFMAN, SUE	REFUND - JENNINGS PARK PAVILION	PARKS-RECREATION	65.00
149337	HOUSING HOPE	CDBG - COVID 19 RENTAL ASSIST.JUNE 2021	COMMUNITY	3,186.00
	HOUSING HOPE	CDBG - BEACHWOOD APTS. APR - JUNE 2021	COMMUNITY	5,705.35
	HOUSING HOPE	CDBG - COVID 19 RENTAL APR/JUNE 2021	COMMUNITY	6,171.68
149338	LAKE STEVENS SCHOOL	SCHOOL MITIGATION FEES - FEB. 2021	SCHOOL MITIGATION FEES	50,645.00
	LAKE STEVENS SCHOOL	SCHOOL MITIGATION FEES - APRIL 2021	SCHOOL MITIGATION FEES	99,585.00
	LAKE STEVENS SCHOOL	SCHOOL MITIGATION FEES - JUNE 2021	SCHOOL MITIGATION FEES	156,184.00
	LAKE STEVENS SCHOOL	SCHOOL MITIGATION FEES - MAY 2021	SCHOOL MITIGATION FEES	180,442.00
149339	LAKWOOD SCHOOL DIST	SCHOOL MITIGATION FEES - JUNE 2021	SCHOOL MITIGATION FEES	10,698.00
149340	ODE, ERIC R	SUMMER CONCERT SERIES	RECREATION SERVICES	650.00
149341	PARTICLE TECHNOLOGY	STATIC IMAGE ANALYSIS	WASTE WATER TREATMENT	802.50
149342	PNW INVESTORS, LLC	REFUND OF SEPA REVIEW	COMMUNITY DEVELOPMENT	1,000.00
149343	POTTERY NOOK, THE	INSTRUCTOR SERVICES	RECREATION SERVICES	66.00
149344	SCIACCA, MATTHEW	SUMMER CONCERT SERIES	RECREATION SERVICES	750.00
149345	SEATTLE GOODWILL	CDBG - COVID 19 RELIEF	COMMUNITY	14,962.63
149346	THOMPSON, KAREN	PARKS REFUND	PARKS-RECREATION	45.00
149347	THORNBURG, CAITLIN		PARKS-RECREATION	49.00

WARRANT TOTAL: \$532,066.56

LESS VOIDED CHECK #148897 & 149009 CHECK LOST/DAMAGED (\$118,195.55)

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: \$413,871.01

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

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 July 21, 2021 claims in the amount of \$3,330,997.54 paid by EFT transactions and Check No.'s 149348 through 149551.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-7

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 **\$3,330,997.54 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 149348 THROUGH 149551**, 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 **26th DAY OF JULY 2021.**

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/21/2021 TO 7/21/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149348	PREMERA BLUE CROSS	CLAIMS PAID 7/4 -7/10/21	MEDICAL CLAIMS	33,802.75
149349	REVENUE, DEPT OF	TAXES MAY 2021	CITY CLERK	0.42
	REVENUE, DEPT OF		POLICE ADMINISTRATION	40.02
	REVENUE, DEPT OF		WATER/SEWER OPERATION	144.84
	REVENUE, DEPT OF		GENERAL FUND	149.19
	REVENUE, DEPT OF		GOLF ADMINISTRATION	1,075.85
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	2,623.29
	REVENUE, DEPT OF		STORM DRAINAGE	6,588.95
	REVENUE, DEPT OF		UTIL ADMIN	7,869.87
	REVENUE, DEPT OF		GOLF COURSE	21,180.97
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	25,038.48
	REVENUE, DEPT OF		UTIL ADMIN	62,371.83
149350	REVENUE, DEPT OF	2ND QTR LEASEHOLD TAX 2021	AFFORDABLE HOUSING TAX	286.28
	REVENUE, DEPT OF		NON-DEPARTMENTAL	385.20
	REVENUE, DEPT OF		GENERAL FUND	1,097.82
	REVENUE, DEPT OF		GOLF COURSE	1,701.30
149351	LYDIG CONSTRUCTION	CIVIC APPLICATION PAYMENT 18	CAPITAL EXPENDITURES	2,022,068.56
149352	BENEFIT COORDINATORS	AUG 2021 PREMIUMS	MEDICAL CLAIMS	134,796.13
149353	PREMERA BLUE CROSS	PREMERA CLAIMS 7/11-7/17/21	MEDICAL CLAIMS	97,264.56
149354	ABBOTT, GARY & CONST	UB REFUND	WATER/SEWER OPERATION	38.71
149355	AGUILAR ROBLES, LUIS		WATER/SEWER OPERATION	53.29
149356	AMAZON CAPITAL	CREDIT SAFETY TRAILER HITCH STEP	ROADWAY MAINTENANCE	-77.85
	AMAZON CAPITAL	PAPER TOWELS	RECREATION SERVICES	25.88
	AMAZON CAPITAL	CAT 6 CABLE	COMPUTER SERVICES	32.42
	AMAZON CAPITAL	LYSOL WIPES	RECREATION SERVICES	37.77
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	42.62
	AMAZON CAPITAL	SUMMER MOVIES	COMMUNITY EVENTS	45.88
	AMAZON CAPITAL	WEBCAM	COMMUNITY CENTER	54.64
	AMAZON CAPITAL	SUPPLIES FOR SUMMER CAMP	RECREATION SERVICES	61.18
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	69.92
	AMAZON CAPITAL	SUPPLIES FOR SUMMER CAMP	RECREATION SERVICES	70.66
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	75.32
	AMAZON CAPITAL	SAFETY TRAILER HITCH STEP	ROADWAY MAINTENANCE	77.85
	AMAZON CAPITAL	HEADPHONES & WEBCAM	UTIL ADMIN	81.95
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	84.48
	AMAZON CAPITAL		POLICE INVESTIGATION	87.43
	AMAZON CAPITAL	USB WIFI ADAPTER	MUNICIPAL COURTS	89.62
	AMAZON CAPITAL	SOCCER BALLS	RECREATION SERVICES	127.86
	AMAZON CAPITAL	SUPPLIES	POLICE INVESTIGATION	131.12
	AMAZON CAPITAL	INMATE FOOD	DETENTION & CORRECTION	179.96
	AMAZON CAPITAL	SUPPLIES FOR SUMMER CAMP	RECREATION SERVICES	728.03
149357	ANDERSON, KRISTEN	PROTEM SERVICE 6/30-7/9/21	MUNICIPAL COURTS	1,665.00
149358	APS, INC.	POSTAGE MACHINE RENTAL	CITY CLERK	23.68
	APS, INC.		EXECUTIVE ADMIN	23.68
	APS, INC.		FINANCE-GENL	23.68
	APS, INC.		PERSONNEL ADMINISTRATION	23.68
	APS, INC.		UTILITY BILLING	23.68
	APS, INC.		LEGAL - PROSECUTION	23.68
	APS, INC.		POLICE ADMINISTRATION	39.07
	APS, INC.		POLICE INVESTIGATION	39.08
	APS, INC.		POLICE PATROL	39.08
	APS, INC.		OFFICE OPERATIONS	39.08
	APS, INC.		DETENTION & CORRECTION	39.08
	APS, INC.		COMMUNITY	48.18
	APS, INC.		ENGR-GENL	48.18
	APS, INC.		UTIL ADMIN	48.18
149359	ARAMARK UNIFORM	UNIFORM CLEANING	SMALL ENGINE SHOP	6.56
	ARAMARK UNIFORM		EQUIPMENT RENTAL	58.14

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/21/2021 TO 7/21/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149359	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	112.14
	ARAMARK UNIFORM		OPERA HOUSE	112.14
	ARAMARK UNIFORM		OPERA HOUSE	118.50
149360	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	49.45
149361	B&L INTERPRETING	INTERPRETER SERVICE	POLICE INVESTIGATION	249.60
149362	BACKSTROM CURB	RAMP REPLACEMENT 108TH & 55TH	SIDEWALK MAINTENANCE	3,226.54
149363	BANK OF AMERICA	SNACKS	PROBATION	7.99
149364	BANK OF AMERICA	FOOD PERMIT	EXECUTIVE ADMIN	95.00
149365	BANK OF AMERICA	SUPPLIES/LUNCHES	OFFICE OPERATIONS	18.12
	BANK OF AMERICA		POLICE ADMINISTRATION	91.74
149366	BANK OF AMERICA	SUPPLIES/REGISTRATION	RECREATION SERVICES	45.00
	BANK OF AMERICA		OPERA HOUSE	98.36
149367	BANK OF AMERICA	OFFICE SUPPLIES	LEGAL - PROSECUTION	158.46
149368	BANK OF AMERICA	POST CARD MAILINGS	COMMUNITY	194.87
	BANK OF AMERICA		TRANSPORTATION	210.25
149369	BANK OF AMERICA	ADVERTISING/EMP. APPRECIATION	PERSONNEL ADMINISTRATION	58.60
	BANK OF AMERICA		CUSTODIAL SERVICES	90.00
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	350.00
149370	BANK OF AMERICA	LOGMEIN/TRAINING	UTIL ADMIN	106.33
	BANK OF AMERICA		UTIL ADMIN	400.00
149371	BANK OF AMERICA	ADVERTISING/REIMBURSEMENT	GENERAL FUND	25.96
	BANK OF AMERICA		ENGR-GENL	620.00
149372	BANK OF AMERICA	ZOOM MEETINGS/SUBSCRIPTIONS	FINANCE-GENL	10.32
	BANK OF AMERICA		COMMUNITY	81.98
	BANK OF AMERICA		CITY COUNCIL	98.81
	BANK OF AMERICA		COMPUTER SERVICES	207.66
	BANK OF AMERICA		COMPUTER SERVICES	276.03
149373	BANK OF AMERICA	TRAINING/UNIFORM/MEALS	GENERAL FUND	-49.57
	BANK OF AMERICA		POLICE PATROL	180.00
	BANK OF AMERICA		POLICE PATROL	183.57
	BANK OF AMERICA		POLICE INVESTIGATION	197.14
	BANK OF AMERICA		POLICE PATROL	582.56
149374	BANK OF AMERICA	TRAVEL/ADVERTISING	POLICE ADMINISTRATION	35.21
	BANK OF AMERICA		POLICE ADMINISTRATION	506.16
	BANK OF AMERICA		POLICE ADMINISTRATION	706.93
149375	BANK OF AMERICA	EMBEDDED SOCIAL WORKER	EMBEDDED SOCIAL WORKER	1,727.99
149376	BANK OF AMERICA	SUPPLIES	EXECUTIVE ADMIN	2,781.08
149377	BANK OF AMERICA	DIRECTOR'S RETREAT	COMPUTER SERVICES	362.71
	BANK OF AMERICA		FINANCE-GENL	362.73
	BANK OF AMERICA		PERSONNEL ADMINISTRATION	362.73
	BANK OF AMERICA		RECREATION SERVICES	362.73
	BANK OF AMERICA		POLICE ADMINISTRATION	362.73
	BANK OF AMERICA		UTIL ADMIN	362.73
	BANK OF AMERICA		COMMUNITY	362.73
	BANK OF AMERICA		MUNICIPAL COURTS	362.73
	BANK OF AMERICA		LEGAL-GENL	362.73
	BANK OF AMERICA		EXECUTIVE ADMIN	725.45
149378	BANK OF AMERICA	TRAINING/MEALS	POLICE ADMINISTRATION	61.65
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	4,598.71
149379	BANK OF AMERICA	TRAINING/TRAVEL	POLICE TRAINING-FIREARMS	15.67
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	861.90
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	5,275.00
149380	BAYLOR, JESSICA	REFUND RED BALL WITHDRAW	PARKS-RECREATION	35.00
	BAYLOR, JESSICA	REFUND ULTIMATE SPORT	PARKS-RECREATION	59.00
149381	BHC CONSULTANTS	PROFESSIONAL SERVICE 5/22 - 6/25/21	SEWER CAPITAL PROJECTS	29,226.80
149382	BILLING DOCUMENT SPE	BILL PAYMENT SERVICES JUNE	UTILITY BILLING	2,371.28
	BILLING DOCUMENT SPE	BILL PRINTING 7/2 - 7/9/21	UTILITY BILLING	2,617.12
	BILLING DOCUMENT SPE	BILL PRINTING SERVICES 6/24-6/30	UTILITY BILLING	3,780.77

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/21/2021 TO 7/21/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149383	BLUETARP FINANCIAL	FILTER, HONDA TRIMMER MOTORS	TRANSPORTATION	251.38
	BLUETARP FINANCIAL		ROADSIDE VEGETATION	557.41
149384	BRANOM INSTRUMENT CO	BACKFLOW TEST KIT CERTIFICATION	WATER CROSS CNTL	115.37
149385	BSN SPORTS, LLC	BASKETBALLS	RECREATION SERVICES	447.09
149386	BUD BARTON'S GLASS	WINDOWS - OPERA HOUSE	OPERA HOUSE	1,418.71
149387	C M HEATING	ELECTRICAL PERMIT FEE	COMMUNITY DEVELOPMENT	50.00
	C M HEATING	MECHANICAL PERMIT FEE	NON-BUS LICENSES AND	70.00
149388	CARDWELL, IRATXE	INTERPRETER SERVICE	COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
	CARDWELL, IRATXE		COURTS	100.00
	CARDWELL, IRATXE		COURTS	103.28
	CARDWELL, IRATXE		COURTS	103.97
149389	CASCADE COLUMBIA	PAX LX 8	WASTE WATER TREATMENT	13,509.16
	CASCADE COLUMBIA	PAX XL 8 GAL	WASTE WATER TREATMENT	13,647.14
149390	CENTRAL WELDING SUPP	VEST	ER&R	22.95
	CENTRAL WELDING SUPP	VEST, RAIN JACKET & PANTS	ER&R	983.70
149391	CHEN, MASE PEI	UB REFUND	WATER/SEWER OPERATION	17.47
149392	COASTAL FARM & HOME	CREDIT FOR INVOICE 970	DEVELOPMENT SERVICES	-13.12
	COASTAL FARM & HOME	28QT COOLER	PARK & RECREATION FAC	76.49
	COASTAL FARM & HOME	UNIFORM	DEVELOPMENT SERVICES	235.99
149393	COFFEE, CHRISTOPHER	UB REFUND	WATER/SEWER OPERATION	35.28
149394	COMCAST	ACCT #8498310020341322	COMPUTER SERVICES	311.85
149395	COMPASS HEALTH	MHP EMBEDDED CLINICIANS	EMBEDDED SOCIAL WORKER	16,263.20
149396	COPIERS NORTHWEST	CANON PRINTER/COPIER SERVICE	PERSONNEL ADMINISTRATION	52.79
	COPIERS NORTHWEST		PROPERTY TASK FORCE	132.06
	COPIERS NORTHWEST		UTILITY BILLING	171.60
	COPIERS NORTHWEST		PROBATION	187.29
	COPIERS NORTHWEST		CITY CLERK	191.40
	COPIERS NORTHWEST		FINANCE-GENL	191.40
	COPIERS NORTHWEST		GENERAL	204.45
	COPIERS NORTHWEST		LEGAL - PROSECUTION	320.40
	COPIERS NORTHWEST		ENGR-GENL	329.28
	COPIERS NORTHWEST		WASTE WATER TREATMENT	366.84
	COPIERS NORTHWEST		EXECUTIVE ADMIN	373.20
	COPIERS NORTHWEST		PARK & RECREATION FAC	569.99
	COPIERS NORTHWEST		MUNICIPAL COURTS	602.39
	COPIERS NORTHWEST		DETENTION & CORRECTION	784.26
	COPIERS NORTHWEST		POLICE INVESTIGATION	834.15
	COPIERS NORTHWEST		UTIL ADMIN	856.95
	COPIERS NORTHWEST		POLICE PATROL	1,122.42
	COPIERS NORTHWEST		COMMUNITY	1,292.87
	COPIERS NORTHWEST		OFFICE OPERATIONS	2,140.81
149397	CORE & MAIN LP	REPAIR BANDS	WATER SERVICES	576.31
	CORE & MAIN LP	METER ADAPTER	WATER SERVICE INSTALL	720.34
149398	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	508.34
149399	CORTEZA, AMBER	REFUND WORLD IS CAMPER	PARKS-RECREATION	116.00
149400	COTTON, SUSAN	UB REFUND	WATER/SEWER OPERATION	183.38
149401	CRYSTAL SPRINGS	WATER DISPENSER RENTAL	COMMUNITY	41.87
149402	CTS LANGUAGE LINK	INTERPRETER SERVICE	COURTS	62.48
149403	CUZ CONCRETE PROD	CONCRETE POLE BASE	TRANSPORTATION	245.70
149404	DANIELSEN, HOWARD &	UB REFUND	WATER/SEWER OPERATION	295.50
149405	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	50.00
149406	DAVE HAINES / H6 LLC	UB REFUND	WATER/SEWER OPERATION	216.54
149407	DELL	DOCKING STATION	IS REPLACEMENT ACCOUNTS	263.66
	DELL	LATITUDE 5511 LAPTOP	IS REPLACEMENT ACCOUNTS	834.18
	DELL		TRANSPORTATION	860.00
	DELL		METER READING	1,465.00
	DELL	WORKSTATION LAPTOPS	PERSONNEL ADMINISTRATION	1,465.00

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149422	GALLS, LLC	UNIFORM	DETENTION & CORRECTION	7.39
	GALLS, LLC	UNIFORM	DETENTION & CORRECTION	19.74
	GALLS, LLC	UNIFORM	DETENTION & CORRECTION	177.06
	GALLS, LLC	EAR MICS	POLICE PATROL	516.88
	GALLS, LLC	JUMPSUIT	DETENTION & CORRECTION	587.92
149423	GARY D BALL REVOCABL	UB REFUND	WATER/SEWER OPERATION	126.90
149424	GATES, GARY		GARBAGE	46.76
	GATES, GARY		WATER/SEWER OPERATION	294.69
149425	GEOTEST SERVICES INC	PERIOD ENDING 6/27/21	GMA - STREET	919.20
	GEOTEST SERVICES INC	PAYMENT APPLICATION #17	CAPITAL EXPENDITURES	8,093.80
149426	GERASIMCHUK, VALERIY	UB REFUND	WATER/SEWER OPERATION	246.41
149427	GOFFIN, JOE		WATER/SEWER OPERATION	276.31
149428	GOVCONNECTION INC	UPS'S FOR VACTOR TRAILER	STORM DRAINAGE	531.02
	GOVCONNECTION INC	FUJITSU SCANNER	MUNICIPAL COURTS	1,056.60
	GOVCONNECTION INC	REPLACEMENT PHONES	IS REPLACEMENT ACCOUNTS	1,337.57
149429	GRAINGER	ANTIBIOTICS OINTMENT	ER&R	21.97
	GRAINGER	MISC. SAFETY SUPPLIES	ER&R	407.15
	GRAINGER	MISC. INVENTORY FOR SHOP	ER&R	953.66
149430	GRANITE CONST	ASPHALT REPAIR	ROADWAY MAINTENANCE	175.90
149431	GRAY, JAN	UB REFUND	WATER/SEWER OPERATION	38.83
149432	GULLETTE, ALLEN		GARBAGE	396.43
149433	GUSHCHIN, ALEKSANDR		WATER/SEWER OPERATION	136.36
149434	HANSON, NANCY		WATER/SEWER OPERATION	119.37
149435	HARRINGTON INDUST.	MISC OPERATING PARTS/FREIGHT FEE	PUMPING PLANT	1,270.03
149436	HD FOWLER COMPANY	CREDIT FOR 1" FEMALE ADAPTER	WASTE WATER TREATMENT	-53.63
	HD FOWLER COMPANY	8 PVC TEES	WASTE WATER TREATMENT	35.67
	HD FOWLER COMPANY	1" PVC FEMALE ADAPTER	WASTE WATER TREATMENT	53.63
	HD FOWLER COMPANY	1" PVC MALE ADAPTER	WASTE WATER TREATMENT	58.34
	HD FOWLER COMPANY	PVC PARTS UNION, ELBOW, COUPLING	WASTE WATER TREATMENT	87.59
	HD FOWLER COMPANY	WILKINS RPBA 88TH LIFT STATION	SEWER LIFT STATION	720.57
149437	HOME DEPOT USA	DUST MOP	CUSTODIAL SERVICES	36.22
149438	HUBER TECHNOLOGY	NEW MOTOR	WASTE WATER TREATMENT	1,787.35
149439	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	100.00
149440	IAPMO	MEMBERSHIP FEE	COMMUNITY	300.00
149441	INDUSTRIAL CONTROLS	HAMMOND, DRIP SHIELD KIT	SEWER LIFT STATION	130.60
149442	JACOB LUNDSFORD	UB REFUND	WATER/SEWER OPERATION	95.09
149443	KITSAP TRACTOR	PARTS FOR MOWER #W016	SMALL ENGINE SHOP	115.84
149444	KRUEGER, DONALD & KA	UB REFUND	WATER/SEWER OPERATION	218.07
149445	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICE	COURTS	100.00
149446	L N CURTIS & SONS	RESPIRATORS	EXECUTIVE ADMIN	205.89
	L N CURTIS & SONS		EXECUTIVE ADMIN	15,798.00
149447	LANGUAGE EXCHANGE	INTERPRETER SERVICE	COURTS	230.00
149448	LARSON, JASON & NANC	UB REFUND	WATER/SEWER OPERATION	23.62
149449	LASTING IMPRESSIONS	SHIRT FOR COUNCILMEMBER KING	CITY COUNCIL	29.05
	LASTING IMPRESSIONS	T-SHIRTS FOR MINI CAMP	RECREATION SERVICES	286.74
	LASTING IMPRESSIONS	T-SHIRTS FOR BASKETBALL CAMP	RECREATION SERVICES	381.73
	LASTING IMPRESSIONS	PATCHES	POLICE PATROL	497.86
149450	LEADBETTER, RANDY	UB REFUND	WATER/SEWER OPERATION	21.08
149451	LENNAR NORTHWEST INC	UB REFUND	WATER/SEWER OPERATION	236.14
149452	LEONARD, REMY	PROTEM SERVICE 6/28/21	MUNICIPAL COURTS	740.00
149453	LEONE, MARK & AMANDA	UB REFUND	WATER/SEWER OPERATION	254.12
149454	LES SCHWAB TIRE CTR	DEEP TRACTION TIRE	ER&R	506.50
	LES SCHWAB TIRE CTR	BACKHOE TIRE	EQUIPMENT RENTAL	981.45
149455	LINDSAY, LAURIE	UB REFUND	WATER/SEWER OPERATION	26.08
149456	LOWES HIW INC	KILZ PAINT	PARK & RECREATION FAC	19.70
	LOWES HIW INC	MISC TOOLS FOR OPERATING DEPT	WATER DIST MAINS	104.72
	LOWES HIW INC	ELECTRIC MINI HOT WATER TANK	PARK & RECREATION FAC	196.07
149457	MALAKOOTI TRANSLATIN	INTERPRETER SERVICE	COURTS	110.00

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149458	MANGUNE, ULYSSES L	INTERPRETER SERVICE	COURTS	130.00
149459	MARTIN, MIKEL	UB REFUND	WATER/SEWER OPERATION	327.14
149460	MARYSVILLE AWARDS	DOOR PLATE	POLICE PATROL	31.70
149461	MARYSVILLE PAINT	FAINT, BRUSHES, SCRAPER	WASTE WATER TREATMENT	57.91
149462	MARYSVILLE, CITY OF	3RD & STATE	PARK & RECREATION FAC	24.53
	MARYSVILLE, CITY OF	60 STATE AVE	MAINT OF GENL PLANT	39.05
	MARYSVILLE, CITY OF	4TH & I-5 IRRIGATION	PARK & RECREATION FAC	69.26
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	77.87
	MARYSVILLE, CITY OF	1221 3RD ST	OPERA HOUSE	115.98
	MARYSVILLE, CITY OF	514 DELTA RESTROOMS	PARK & RECREATION FAC	115.98
	MARYSVILLE, CITY OF	1218 1ST ST	PUBLIC SAFETY BLDG	128.07
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	160.28
	MARYSVILLE, CITY OF	1218 1ST ST	PUBLIC SAFETY BLDG	199.44
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	MAINT OF GENL PLANT	215.43
	MARYSVILLE, CITY OF		ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	61 STATE AVE	PARK & RECREATION FAC	222.03
	MARYSVILLE, CITY OF	6802 84TH ST NE	GOLF ADMINISTRATION	222.03
	MARYSVILLE, CITY OF	TUSC RDG IRRIGATION	PARK & RECREATION FAC	239.48
	MARYSVILLE, CITY OF	1010 BEACH AVE	PARK & RECREATION FAC	382.10
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	EQUIPMENT RENTAL	394.34
	MARYSVILLE, CITY OF	514 DELTA AVE	COMMUNITY CENTER	671.12
	MARYSVILLE, CITY OF	1225 3RD ST	OPERA HOUSE	692.03
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	781.57
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	1,146.30
	MARYSVILLE, CITY OF	1015 STATE AVE	COURT FACILITIES	1,294.78
	MARYSVILLE, CITY OF	COMMERCIAL METER INSTALL	GMA - STREET	1,450.62
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	2,016.66
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,876.08
	MARYSVILLE, CITY OF	514 DELTA AVE	PARK & RECREATION FAC	5,331.06
149463	MATTIX, SAMUEL	INTERPRETER SERVICE	COURTS	125.00
149464	MCKESSON MEDICAL	GLOVES	POLICE PATROL	229.33
	MCKESSON MEDICAL		POLICE PATROL	432.54
149465	MOTOR TRUCKS	FUEL FILTER, SEPARATOR	ER&R	459.28
149466	MOTOROLA	RADIOS	POLICE PATROL	735.68
149467	MURDOCK, MATHEW & WE	UB REFUND	WATER/SEWER OPERATION	26.47
149468	NAPA AUTO PARTS	TPM SENSOR #S003	EQUIPMENT RENTAL	39.42
149469	NAVIA BENEFIT	FLEX PLAN FEES JUNE	PERSONNEL ADMINISTRATION	149.40
149470	NCSI	BACKGROUND SCREENING JUNE	PERSONNEL ADMINISTRATION	148.00
	NCSI	BACKGROUND SCREENING JUNE	PERSONNEL ADMINISTRATION	314.50
149471	NORTH SOUND EMERG	INMATE EMERGENCY MEDICAL	DETENTION & CORRECTION	1,275.00
149472	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	729.00
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT	1,328.00
149473	NORTHWEST HYDRAULIC	WATERSHED PLANNING ENDING 6/30/21	STORM DRAINAGE	13,652.50
149474	O'HEARN-THORP, KAMI	UB REFUND	WATER/SEWER OPERATION	207.61
149475	OFFICE DEPOT	MANILA FOLDERS	ENGR-GENL	2.68
	OFFICE DEPOT		UTIL ADMIN	2.68
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	7.25
	OFFICE DEPOT		POLICE INVESTIGATION	34.95
	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	37.55
	OFFICE DEPOT		UTIL ADMIN	37.55
	OFFICE DEPOT	SUPPLIES	DETENTION & CORRECTION	55.73
	OFFICE DEPOT		POLICE PATROL	59.15
	OFFICE DEPOT	FILE BANKER BOXES	EQUIPMENT RENTAL	60.82
	OFFICE DEPOT		UTIL ADMIN	60.82
	OFFICE DEPOT	OFFICE SUPPLIES	FACILITY MAINTENANCE	99.78
	OFFICE DEPOT	TONER	POLICE ADMINISTRATION	100.72
	OFFICE DEPOT	SUPPLIES	POLICE PATROL	107.31
	OFFICE DEPOT		POLICE PATROL	184.68

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149475	OFFICE DEPOT	SUPPLIES	POLICE PATROL	277.18
149476	PACIFIC TOPSOILS	12 YARDS SOD	ROADSIDE VEGETATION	540.00
149477	PALAMERICAN SECURITY	SECURITY SERVICES	PROBATION	1,013.25
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,039.75
149478	PARAMETRIX	PROFESSIONAL SERVICES TO 5/29/21	SURFACE WATER CAPITAL	68,164.18
149479	PEACE OF MIND	MEETING MINUTES 6/28 & 7/6/21	CITY CLERK	244.80
149480	PEPPER, RICHARD & DE	UB REFUND	WATER/SEWER OPERATION	32.70
149481	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	36.03
	PETROCARD SYSTEMS		COMPUTER SERVICES	57.82
	PETROCARD SYSTEMS		STORM DRAINAGE	76.41
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	122.17
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	167.97
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	201.36
	PETROCARD SYSTEMS		COMMUNITY	208.46
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,611.42
	PETROCARD SYSTEMS		GENERAL	2,916.73
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,808.50
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	5,228.60
	PETROCARD SYSTEMS		POLICE PATROL	7,799.09
149482	PETTY CASH-COMM DEV	REIMBURSE CD PETTY CASH	COMMUNITY	8.28
149483	PGC INTERBAY LLC	CEDARCREST GOLF COURSE	PRO-SHOP	69.75
	PGC INTERBAY LLC		MAINTENANCE	110.35
	PGC INTERBAY LLC		PRO-SHOP	122.35
	PGC INTERBAY LLC		PRO-SHOP	130.07
	PGC INTERBAY LLC		PRO-SHOP	166.41
	PGC INTERBAY LLC		PRO-SHOP	207.00
	PGC INTERBAY LLC		PRO-SHOP	210.00
	PGC INTERBAY LLC		MAINTENANCE	253.82
	PGC INTERBAY LLC		PRO-SHOP	284.00
	PGC INTERBAY LLC		MAINTENANCE	322.96
	PGC INTERBAY LLC		PRO-SHOP	372.51
	PGC INTERBAY LLC		PRO-SHOP	415.81
	PGC INTERBAY LLC		PRO-SHOP	738.00
	PGC INTERBAY LLC		PRO-SHOP	788.83
	PGC INTERBAY LLC		PRO-SHOP	872.08
	PGC INTERBAY LLC		MAINTENANCE	925.51
	PGC INTERBAY LLC		MAINTENANCE	1,183.57
	PGC INTERBAY LLC		MAINTENANCE	1,639.17
	PGC INTERBAY LLC		GOLF COURSE	1,729.55
	PGC INTERBAY LLC		MAINTENANCE	1,745.10
	PGC INTERBAY LLC		MAINTENANCE	1,812.20
	PGC INTERBAY LLC		MAINTENANCE	2,015.57
	PGC INTERBAY LLC		GOLF COURSE	5,006.97
	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT GOLF	PRO-SHOP	12,780.74
	PGC INTERBAY LLC		MAINTENANCE	12,944.88
149484	PILCHUCK RENTALS	BOOM RENTAL	WASTE WATER TREATMENT	846.64
149485	PITTS, DONNA	UB REFUND	GARBAGE	44.56
149486	PLATT ELECTRIC	SS ANGLE	PUMPING PLANT	58.71
	PLATT ELECTRIC	HEX NUT	PUMPING PLANT	62.84
	PLATT ELECTRIC	AERATOR PARTS	SOURCE OF SUPPLY	99.85
	PLATT ELECTRIC	ST CHAN SPRING	PUMPING PLANT	174.22
	PLATT ELECTRIC	LAKE GOODWIN HYPO DOSING	PUMPING PLANT	212.39
	PLATT ELECTRIC	AERATOR PARTS	WASTE WATER TREATMENT	299.54
	PLATT ELECTRIC	EH SS DEEP STRUT	PUMPING PLANT	485.10
	PLATT ELECTRIC	SS DEEP STRUT	PUMPING PLANT	485.10
149487	POLICE & SHERIFFS PR	ID	GENERAL FUND	-1.64
	POLICE & SHERIFFS PR		DETENTION & CORRECTION	19.19
149488	POSITIVE CONCEPTS IN	THERMAL PAPERItem 7 - 9	GENERAL FUND	-22.79

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149488	POSITIVE CONCEPTS IN	THERMAL PAPER	POLICE PATROL	267.79
149489	POTEBNYA, WALT & JUL	UB REFUND	WATER/SEWER OPERATION	200.47
149490	POTTS, CHRISTOPHER &	UB REFUND	WATER/SEWER OPERATION	239.89
149491	PROVIDENCE EVERETT M	INMATE EMERGENCY MEDICAL	DETENTION & CORRECTION	2,391.18
149492	PUD	ACCT #205026479	STREET LIGHTING	1.41
	PUD	ACCT #204584361	STREET LIGHTING	2.02
	PUD	ACCT #201142098	PARK & RECREATION FAC	8.10
	PUD	ACCT #205283641	STREET LIGHTING	10.61
	PUD	ACCT #202177861	PUMPING PLANT	15.12
	PUD	ACCT #205481823	GOLF ADMINISTRATION	15.31
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	17.01
	PUD	ACCT #201346665	SEWER LIFT STATION	18.14
	PUD	ACCT #201931193	PARK & RECREATION FAC	19.84
	PUD	ACCT #200061463	PARK & RECREATION FAC	22.97
	PUD	ACCT #221303498	STREET LIGHTING	25.42
	PUD	ACCT #205026479	STREET LIGHTING	28.26
	PUD	ACCT #204829691	STREET LIGHTING	30.45
	PUD	ACCT #200501617	TRANSPORTATION	31.06
	PUD	ACCT #201142155	TRANSPORTATION	34.53
	PUD	ACCT #203500020	STREET LIGHTING	38.57
	PUD	ACCT #204584361	STREET LIGHTING	40.40
	PUD	ACCT #200660439	STREET LIGHTING	43.07
	PUD	ACCT #202220760	GOLF ADMINISTRATION	45.69
	PUD	ACCT #200800704	STREET LIGHTING	47.34
	PUD	ACCT #221610405	STREET LIGHTING	48.87
	PUD	ACCT #202294245	SEWER LIFT STATION	49.15
	PUD	ACCT #220153100	TRANSPORTATION	51.85
	PUD	ACCT #203996343	STREET LIGHTING	53.24
	PUD	ACCT #202183679	TRANSPORTATION	56.41
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	61.32
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	62.58
	PUD	PUD 4708 79TH AVE NE	PARK & RECREATION FAC	101.41
	PUD	ACCT #202368197	PUMPING PLANT	104.38
	PUD	ACCT #203291216	GENERAL	114.38
	PUD	ACCT #202576112	STREET LIGHTING	122.38
	PUD	PUD 9623 55TH AVE NE	PARK & RECREATION FAC	124.11
	PUD	ACCT #201909637	SEWER LIFT STATION	141.42
	PUD	ACCT #222592917	PARK & RECREATION FAC	147.66
	PUD	ACCT #220020531	STREET LIGHTING	180.43
	PUD	ACCT #203344585	STREET LIGHTING	203.39
	PUD	ACCT #200812808	PUMPING PLANT	206.80
	PUD	ACCT #202604203	STREET LIGHTING	209.07
	PUD	ACCT #200164598	SOURCE OF SUPPLY	275.83
	PUD	ACCT #202461554	SEWER LIFT STATION	353.37
	PUD	ACCT #201639630	GOLF ADMINISTRATION	611.90
	PUD	ACCT #202882098	STREET LIGHTING	1,080.06
	PUD	ACCT #201098969	PUMPING PLANT	1,573.43
	PUD	ACCT #201617479	CITY HALL	1,615.84
	PUD	ACCT #200021871	COURT FACILITIES	1,661.40
	PUD	ACCT #202576112	STREET LIGHTING	2,447.58
	PUD	ACCT #202604203	STREET LIGHTING	4,181.45
	PUD	ACCT #202882098	STREET LIGHTING	21,601.23
149493	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	12.12
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	35.61
	PUGET SOUND ENERGY	ACCT #220026419946	CAPITAL EXPENDITURES	35.61
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	38.77

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149493	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	38.77
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	43.00
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	43.00
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	44.07
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	47.35
	PUGET SOUND ENERGY	ACCT #200023493808	CITY HALL	67.62
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	72.97
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG	174.36
	PUGET SOUND ENERGY	ACCT #220026412746	CAPITAL EXPENDITURES	533.28
149494	PUGET SOUND SECURITY	DUPLICATE KEYS	OPERA HOUSE	14.48
149495	QUADIENT LEASING USA	SEALING KIT	MUNICIPAL COURTS	28.42
149496	QUADIENT LEASING USA	POSTAGE LEASE	PROBATION	124.35
	QUADIENT LEASING USA		MUNICIPAL COURTS	373.05
149497	QUIROGA, JORGE	UB REFUND	WATER/SEWER OPERATION	45.34
149498	RAGSDALE, MATTHEW		GARBAGE	24.98
149499	REECE TRUCKING	DUMP - CONCRETE, SOD	WASTE WATER TREATMENT	91.73
	REECE TRUCKING	DUMP ASPHALT, CONCRETE	SIDEWALK MAINTENANCE	221.42
	REECE TRUCKING	DUMP - CONCRETE, SOD	SIDEWALK MAINTENANCE	237.28
149500	REGEL, RON	UB REFUND	WATER/SEWER OPERATION	254.30
149501	RODDA	CREDIT FOR LATEX PAINT	TRAFFIC CONTROL DEVICES	-103.14
	RODDA	LATEX PAINT	TRAFFIC CONTROL DEVICES	515.70
149502	SAFEWAY INC.	MISC.	POLICE PATROL	4.25
149503	SAFEWAY INC.	INMATE MEDICATION	DETENTION & CORRECTION	6.38
149504	SAFEWAY INC.	MISC.	POLICE PATROL	6.87
149505	SAFEWAY INC.	INMATE MEDICATION	DETENTION & CORRECTION	12.69
149506	SAFEWAY INC.	SUPPLIES	POLICE PATROL	19.43
149507	SAFEWAY INC.	CAKE	POLICE PATROL	37.99
149508	SAFEWAY INC.	SUPPLIES	POLICE PATROL	74.15
149509	SAFEWAY INC.	INMATE MEDICATION	DETENTION & CORRECTION	82.39
149510	SAFEWAY INC.		DETENTION & CORRECTION	114.39
149511	SAFEWAY INC.		DETENTION & CORRECTION	150.18
149512	SAFEWAY INC.		DETENTION & CORRECTION	162.37
149513	SCORE	SCORE HOUSING JUNE	DETENTION & CORRECTION	7,552.00
149514	SCOTT, DAVID & MICHE	UB REFUND	WATER/SEWER OPERATION	30.11
149515	SETVIK, OYSTEIN		WATER/SEWER OPERATION	102.79
149516	SHI INTERNATIONAL	ADOBE PRO LICENSE	EXECUTIVE ADMIN	16.54
	SHI INTERNATIONAL	ADOBE CLOUD LICENSE	EXECUTIVE ADMIN	83.48
149517	SHRED-IT US	SHREDDING SERVICES 6/18/21	UTIL ADMIN	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US	SHREDDING	OFFICE OPERATIONS	29.28
	SHRED-IT US		POLICE PATROL	30.00
149518	SNO CO TREASURER	SCSO HOUSING JUNE	DETENTION & CORRECTION	80,011.51
149519	SNO CO TREASURER	JAG CONTRIBUTION	DRUG ENFORCEMENT	13,108.00
149520	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	88,026.43
149521	SOLIS, DANIEL & RUBY	UB REFUND	GARBAGE	241.48
149522	SONITROL	MONITORING	NON-DEPARTMENTAL	134.00
	SONITROL		NON-DEPARTMENTAL	134.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		STORM DRAINAGE	143.00
	SONITROL		UTIL ADMIN	144.56
	SONITROL		UTIL ADMIN	144.56
	SONITROL		COMMUNITY CENTER	154.96
	SONITROL		PUBLIC SAFETY BLDG	202.72
	SONITROL		PUBLIC SAFETY BLDG	202.72
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		SUNNYSIDE FILTRATION	239.00
	SONITROL		OPERA HOUSE	277.00
	SONITROL		OPERA HOUSE	277.00

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/21/2021 TO 7/21/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149522	SONITROL	MONITORING	PARK & RECREATION FAC	287.04
	SONITROL		PARK & RECREATION FAC	287.04
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		MAINT OF GENL PLANT	315.12
	SONITROL		CITY HALL	361.92
	SONITROL		CITY HALL	361.92
	SONITROL		WASTE WATER TREATMENT	576.04
	SONITROL		WASTE WATER TREATMENT	576.04
149523	SONSRAY MACHINERY	REPLACED #551, TRADE IN WHEELED	EQUIPMENT RENTAL	175,379.64
149524	SOUND PUBLISHING	ADVERTISING POOCHELLA	OPERA HOUSE	211.25
149525	SOUND PUBLISHING	LEGAL ADS	COMMUNITY	512.40
149526	SPEZIALY, PAT	UB REFUND	WATER/SEWER OPERATION	241.02
149527	SPEZIALY, PAT		WATER/SEWER OPERATION	313.03
149528	SPRINGBROOK NURSERY	WOOD DEBRIS	STORM DRAINAGE	120.00
149529	STAPLES	TONER BOXES	MUNICIPAL COURTS	0.03
	STAPLES	LABELS	MUNICIPAL COURTS	27.05
	STAPLES	CORRECTION REFILL, STAPLES	MUNICIPAL COURTS	70.48
	STAPLES	OFFICE SUPPLIES FOR PARKS	COMMUNITY CENTER	80.20
149530	STATE AUDITORS OFFIC	AUDIT PERIOD 2020	UTIL ADMIN	2,573.02
	STATE AUDITORS OFFIC		NON-DEPARTMENTAL	2,573.03
149531	STATE PATROL	TRAINING MCKENNA	POLICE TRAINING-FIREARMS	855.13
149532	SUN BADGE CO	BADGE	GENERAL FUND	-10.11
	SUN BADGE CO		POLICE ADMINISTRATION	118.86
149533	TRANSPO GROUP	PROFESSIONAL SERVICE TO 7/2/21	GMA - STREET	6,054.45
	TRANSPO GROUP		GMA - STREET	7,535.99
	TRANSPO GROUP		GMA - STREET	8,768.17
149534	TURNAMAQ, ARJAY	UB REFUND	WATER/SEWER OPERATION	128.73
149535	TYLER TECHNOLOGIES	PW/PS EXECUTIME IMPLEMENTATION	UTIL ADMIN	740.00
	TYLER TECHNOLOGIES		NON-DEPARTMENTAL	740.00
149536	UNITED PARCEL SERVIC	SHIPPING	POLICE PATROL	29.80
149537	UTILITIES UNDERGROUN	EXCAVATION NOTIFICATIONS	UTILITY LOCATING	1,073.38
149538	VERIZON	WIRELESS SERVICE	UTILITY BILLING	23.60
	VERIZON		PURCHASING/CENTRAL	23.60
	VERIZON		CRIME PREVENTION	41.76
	VERIZON		PROPERTY TASK FORCE	41.76
	VERIZON		FACILITY MAINTENANCE	51.90
	VERIZON		PERSONNEL ADMINISTRATION	53.33
	VERIZON		YOUTH SERVICES	61.89
	VERIZON		EQUIPMENT RENTAL	99.10
	VERIZON		OFFICE OPERATIONS	125.28
	VERIZON		FINANCE-GENL	137.40
	VERIZON	WIRELESS MODEMS	COMMUNITY SERVICES UNIT	160.23
	VERIZON	WIRELESS SERVICE	COMMUNITY SERVICES UNIT	177.18
	VERIZON		CUSTODIAL SERVICES	179.30
	VERIZON		SEWER LIFT STATION	200.16
	VERIZON		TRANSPORTATION	200.24
	VERIZON		MUNICIPAL COURTS	235.72
	VERIZON		RECREATION SERVICES	238.21
	VERIZON		LEGAL-GENL	257.61
	VERIZON		WATER QUAL TREATMENT	259.32
	VERIZON		PARK & RECREATION FAC	292.60
	VERIZON		SOLID WASTE CUSTOMER	304.31
	VERIZON		DETENTION & CORRECTION	324.86
	VERIZON		EXECUTIVE ADMIN	355.00
	VERIZON		WATER SUPPLY MAINS	360.34
	VERIZON		POLICE INVESTIGATION	375.84
	VERIZON		LEGAL - PROSECUTION	378.09
	VERIZON	WIRELESS MOD	OFFICE OPERATIONS	480.18

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 7/21/2021 TO 7/21/2021

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
149538	VERIZON	WIRELESS SERVICE	COMMUNITY	559.44
	VERIZON		WASTE WATER TREATMENT	676.74
	VERIZON		COMPUTER SERVICES	715.66
	VERIZON		STORM DRAINAGE	735.38
	VERIZON		POLICE ADMINISTRATION	738.52
	VERIZON		GENERAL	783.36
	VERIZON		ENGR-GENL	1,498.45
	VERIZON		UTIL ADMIN	1,915.46
	VERIZON		POLICE PATROL	2,220.26
	VERIZON		POLICE PATROL	2,400.75
	VERIZON	WIRELESS MODEMS		
149539	VIZMANOS-GARCIA, BRA	REFUND BABYSITTING CAMP	PARKS-RECREATION	30.00
149540	WAKM2516 LLC	REFUND BUSINESS LICENSE	GENL FUND BUS LIC &	65.00
149541	WAVEDIVISION HOLDING	INTERNET SERVICE	WATER QUAL TREATMENT	111.20
	WAVEDIVISION HOLDING	OPERA HOUSE FIBER IRU	CENTRAL SERVICES	222.60
	WAVEDIVISION HOLDING	INTERNET SERVICE	CENTRAL SERVICES	513.24
	WAVEDIVISION HOLDING		COMPUTER SERVICES	1,438.20
149542	WELSH COMMISSIONING	COMMISSIONING COORDINATION MEETING	CAPITAL EXPENDITURES	2,727.00
149543	WEST PAYMENT CENTER	WEST INFORMATION 6/1 - 6/31/21	LEGAL-GENL	392.43
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	392.44
149544	WESTERN FACILITIES	JAIL SUPPLIES	DETENTION & CORRECTION	588.03
149545	WET RABBIT EXPRESS	CAR WASHES	POLICE PATROL	286.00
149546	WHISTLE WORKWEAR	UNIFORM - JOHNSTON	SOLID WASTE OPERATIONS	108.67
149547	WHITE, JESSE LEE	UB REFUND	WATER/SEWER OPERATION	128.87
149548	YORK, TERRI & KENNET		WATER/SEWER OPERATION	39.31
149549	ZACKY, MELINDA	REFUND ACTIVITY CANCELLATION	PARKS-RECREATION	22.50
	ZACKY, MELINDA	REFUND JUNIOR TENNIS	PARKS-RECREATION	150.00
149550	ZIONS BANK	CUSTODIAN/SAFE KEEPING MAY-AUG 21	FINANCE-GENL	392.50
	ZIONS BANK		ENTERPRISE D/S	392.50
149551	ZIPLY FIBER	ACCT #3606515033	EXECUTIVE ADMIN	36.42
	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	56.96
	ZIPLY FIBER	ACCT #3606580924	PUBLIC SAFETY BLDG	61.05
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	66.31
	ZIPLY FIBER	ACCT #3606588575	STORM DRAINAGE	66.46
	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	72.36
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	202.16
	ZIPLY FIBER	ACCT #3606585292	MUNICIPAL COURTS	289.42
	ZIPLY FIBER	ACCT #4253357893	SUNNYSIDE FILTRATION	308.94
	ZIPLY FIBER		SUNNYSIDE FILTRATION	377.60

WARRANT TOTAL: 3,330,997.54

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

WARRANT TOTAL: \$3,330,997.54

Index #8

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

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

RECOMMENDED ACTION:

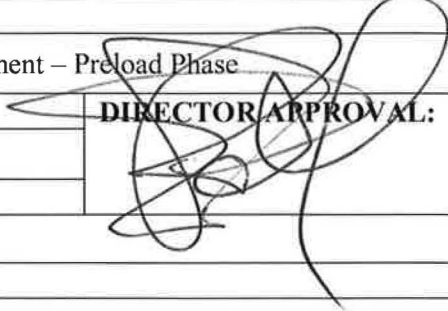
The Finance and Executive Departments recommend City Council approve the July 23, 2021 in the amount \$1,457,047.90, paid by EFT Transactions and Check No. 33562 through 33582.

COUNCIL ACTION:

Index #9

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
Project Acceptance – Downtown Stormwater Treatment – Preload Phase	
PREPARED BY:	DIRECTOR APPROVAL:
Steven Miller, Senior Project Manager	
DEPARTMENT:	
Public Works - Engineering	
ATTACHMENTS:	
Physical Completion Letter	
BUDGET CODE:	AMOUNT:
40250594.563000.D1802	N/A
SUMMARY:	
<p>City Council awarded the Downtown Stormwater Treatment – Preload Phase construction contract to Tastad Construction, Inc. on July 27, 2020 for the bid amount of \$158,121.03 including Washington State Sales Tax (WSST). City Council also awarded a management reserve in the amount of \$5,000.00, for a total allocation of \$163,121.03. The project was completed in the amount of \$149,665.58. This amount is \$8,455.45 (5.3%) under the original bid amount.</p> <p>The work performed under this Contract was inspected by City staff and certified as physically complete on May 11, 2021 in accordance with the approved plans and specifications.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to accept the Downtown Stormwater Treatment – Preload Phase project, starting the 60-day lien filing period for project closeout.

RECOMMENDED MOTION:

I move to authorize the Mayor to accept the project.

PUBLIC WORKS
Kevin Nielsen, *Director*

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

May 11, 2021

Mr. Neil Tastad
1502 Bonneville Avenue
Snohomish, WA 98290

Subject: Downtown Stormwater Treatment Project – Preload Phase – Physical Completion

Dear Mr. Neil Tastad,

This letter is to inform you, that as of today, May 11, 2021, the DSTP preload project has been determined to be physically complete. With this determination, the settlement period noted in the Contract is concluded.

At this time, we request that you turn in your Affidavits of Wages paid for Tastad Construction, and for all subcontractors.

To complete close out for the project, Council approval is required. This is schedule to be completed in early June. With Council approval, and with your affidavits turned in, I will issue the "Notice of Completion of Public Works Contract" to L&I (Labor and Industries), the Department of Revenue (DOR), and the Employment Security Department (ESD).

Thanks again for your good work to finish this project.

Sincerely,




Steven Miller, P.E.
Senior Project Manager

CC: File D1802

Index #10

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
Revised Contract for Ranney Well Pump & Motor Repair and Replacement	
PREPARED BY:	DIRECTOR APPROVAL:
Kim Bryant, Water Operations Supervisor	
DEPARTMENT:	
Public Works, Water Division	
ATTACHMENTS:	
Revised Public Works Contract	
BUDGET CODE:	AMOUNT:
40141580.541000.2103	\$92,178.92
SUMMARY:	

On June 14, 2021, City Council approved a sole source contract with PumpTech, Inc. for repair and replacement of one of the city's Ranney Well pump and motors. The contract included a requirement for PumpTech to provide the city with a payment and performance bond and for the city to withhold 5% retainage from all payments made to PumpTech. Instead, PumpTech, is requesting the city withhold 10% of the total contract sum and waive bonding and retainage in lieu thereof, as allowed by Chapter 39.08 RCW. Additionally, PumpTech is requesting to change the language in Section 5. From "Time is of the essence" to "Time is important". The proposed changes were discussed with and approved by the city's legal department.

Staff is seeking approval for the optional withholding and changes in language. The total project cost remains unchanged.

Cost to pull the pump and motor:	\$23,674.38 (paid with PO O9556 in 2020).
Cost to repair/replace:	\$92,178.92
Total Project Cost:	<u>\$115,853.30</u>

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the revised Ranney Well Pump & Motor Repair and Replacement contract with PumpTech, Inc. in the amount of \$92,178.92 as a legitimate sole source of supply for this service/product.

RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Ranney Well Pump & Motor Repair and Replacement contract with PumpTech, Inc. in the amount of \$92,178.92.

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (the “Contract”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (the “City”), and PumpTech Inc, a Corporation, organized under the laws of the state of WA, located and doing business at 12020 SE 32nd St Ste 2, Bellevue, WA 98005 (the “Contractor”).

WHEREAS, the City desires Ranney Well Pump & Motor Repair and Replacement; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out, and complete the project and submitted a bid, proposal, or quote to the City to carry out the project; and

WHEREAS, the Contractor and the City desire to enter into this Contract for completion of the project in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the City and the Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out, and complete the Ranney Well Pump & Motor Repair and Replacement Project (the “Project”) more fully described in **EXHIBIT A** which is attached hereto and incorporated by this reference. Exhibit A may reference or include a description of the Project, the Contractor’s bid/proposal, plans, drawings, or technical specifications (collectively, with this Contract, the “Contract Documents”).

2. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and the Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 8 or another applicable provision of the Contract. The Project shall be completed no later than November 30, 2021.

3. Commencement of Work.

The Contractor shall not commence any work under this Contract until the City issues a Notice to Proceed. The City will not issue a Notice to Proceed until the Contractor satisfies the following conditions:

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the State of Washington.
- c. The Contractor has obtained a City of Marysville Business License and a State of Washington Unified Business Identifier number.

- d. The Contractor has provided the City with satisfactory documentation that it has industrial insurance coverage as required by Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW.
- e. The Contractor has provided the City with satisfactory documentation that it is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. The Contractor has provided the City with all certificates of insurance required under Section 13.

The Contractor must satisfy the proceeding conditions within fourteen (14) calendar days of the City providing the Contractor notice of the award of the Contract. The Contractor shall commence work on the Project within seven (7) calendar days of the City issuing the Notice to Proceed.

4. Payment for Project.

a. Total Contract Sum for the Project. The City shall pay the Contractor, for satisfactory completion of the Project, a Total Contract Sum not to exceed Ninety Two Thousand One Hundred Seventy Eight Dollars and Ninety Two Cents (\$92,178.92) including all applicable Washington State Sales Tax. The Total Contract Sum includes all expenses and costs incurred in planning, designing, and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project in conformance with the Contract Documents.

b. Statement of Intent to Pay Prevailing Wages. The City will not make any payment to the Contractor prior to receiving a copy of Contractor's Intent to Pay Prevailing Wages (or a Combined Intent/Affidavit if approved by the City).

c. Payments. The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage in accordance with subsection 7(b) below.

d. Withholding for Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of the Contract Documents; and extra work and materials furnished without the City's written approval. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the work to comply with the requirements of the Contract Documents. The City shall have the right to

withhold payment for such work until it meets the requirements of the Contract Documents. The City's decision not to, or failure to, withhold payment shall not constitute a waiver of the City's right to final inspection and acceptance of the Project.

e. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

f. Final Payment: Waiver of Claims. The Contractor must request all changes and equitable adjustments, as provided for in Section 6, prior to seeking final payment. The Contractor's acceptance of final payment shall constitute a waiver of the Contractor's claims, except those previously and properly made and identified by the Contractor as unsettled at the time final payment is made and accepted.

g. Maintenance and Inspection of Financial Records. The Contractor shall maintain reasonable books, accounts, records, documents, and other evidence pertaining to the costs and expenses incurred and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such records and accounts shall be subject to inspection and audit by representatives of City and the Washington State Auditor at all reasonable times and the Contractor shall provide the City copies upon request. The Contractor shall preserve and make available all such records and accounts for a period of three (3) years after final payment under this Contract.

5. Time is Important.

Time is important in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 2. If said work is not completed within the time specified, the City will suffer harm, and the Contractor agrees to pay the City, as liquidated damages and for each and every calendar day said work remains uncompleted after expiration of the specified time, the sum set forth in Section 1-08.9 of the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, published by the Washington State Department of Transportation and incorporated herein by this reference. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay and not as a penalty. The City will have the right to deduct and retain the amount of liquidated damages from any amounts due or to become due to the Contractor. The Contractor shall not be liable for liquidated damages if the delay was due to causes not reasonably foreseeable to the parties at the time of contracting or causes that are entirely beyond the control and without the fault or negligence of the Contractor.

6. Changes.

The City may issue a written change order for any change in the work specified in the Contract Documents during the performance of the Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City's Contract Representative within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the

Contractor fails to request a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Project.

If the City determines that the change order increases or decreases the Contractor's costs or time for completion, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order.

The Contractor accepts all requirements of a change order by (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting it within five (5) business days. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

7. Bonding and Retainage.

a. **Payment and Performance Bond.** Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Contract Sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

b. **Retainage.** The City shall withhold retainage in the amount of five percent (5%) of any and all payments made to the Contractor until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of this Contract.

c. **Optional Withholding.** If the Total Contract Sum is less than one hundred fifty thousand dollars (\$150,000) and the Contractor requests, by initialing below, that the City not withhold retainage or require a payment and performance bond, the City shall, in lieu thereof, withhold ten percent (10%) of the Total Contract Sum until the later of: forty-five (45) days after the date of Final Acceptance or until the City receives an Affidavit of Wages Paid (or a Combined Intent/Affidavit, if approved by the City).

OPTIONAL: I, the undersigned Contractor, request that the City withhold 10% of the Total Contract Sum and waive bonding and retainage in lieu thereof: _____ (initial).

8. Termination of Contract.

a. **Termination.** The City may terminate this Contract and take possession of the premises and all materials thereon and finish the Project by whatever methods it may deem expedient, by giving ten (10) business days written notice to the Contractor, upon the occurrence

of any one or more of the following: (1) The Contractor makes a general assignment for the benefit of its creditors, has a receiver appointed as a result of insolvency, or files for bankruptcy; (2) The Contractor persistently or repeatedly refuses or fails to complete the work herein necessary to complete the Project; (3) The Contractor fails to make prompt payment to a subcontractor for material or labor; (4) The Contractor persistently disregards instructions of the City's Contract Representative or otherwise substantially violates the terms of this Contract; or (5) The Contractor persistently disregards federal, state, or local laws, ordinances, regulations, or codes.

b. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Contract Documents is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the City in finishing the Project and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of performance, such excess shall be paid by the City to the Contractor. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

9. Contractor's Status as Independent Contractor.

The Contractor is a licensed, bonded, and insured contractor as required and in accordance with the laws of the State of Washington. The Contractor is acting as an independent contractor and has the ability to control and direct the performance and details of its work in the performance of each and every part of this Contract. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Contractor and the City. No officer, employee, volunteer, agents, contractors, or subcontractors of the Contractor shall act on behalf of or represent him or herself as an agent or representative of the City. The Contractor and its officers, employees, volunteers, agents, contractors, and subcontractors shall not make a claim of City employment and shall not make a claim against the City for any employment related benefits, social security, and/or retirement benefits. The Contractor shall be solely responsible for compensating its officers, employees, volunteers, agents, contractors, and subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

10. Prevailing Wages.

This Contract is subject to the requirement of Chapter 39.12 RCW and no worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The Contractor shall assure that it and any subcontractors fully comply with the requirements of Chapter 39.12 RCW, Chapter 49.28 RCW, and any further laws or regulations applicable because of federal funding.

The State of Washington prevailing wage rates for Snohomish County apply to work performed under this Contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

A copy of the applicable prevailing wage rates are available for viewing at the City and upon request, the City will mail a hard copy of the applicable prevailing wages.

11. Contractor's Risk of Loss.

The Contractor understands that the whole of the work under this Contract is to be done at the Contractor's risk. The Contractor is familiar with all existing conditions and other contingencies likely to affect the work on the Project, and has made its proposal, bid, or quote accordingly. The Contractor assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion of the Project.

12. Indemnification and Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of the Contractor under this subsection have been mutually negotiated by the parties hereto, and the Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

_____ (City Initials) _____ (Contractor Initials)

d. The provisions of this Section shall survive the expiration or termination of this Contract.

13. Insurance.

a. Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Final Acceptance date, unless otherwise indicated herein.

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

c. Minimum Scope of Insurance. The Contractor's required insurance shall be of the types and coverage as stated below:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

e. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

f. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

g. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

h. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to this Section or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

i. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

j. Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

k. Subcontractors. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

l. Notice of Cancellation. The Contractor shall provide the City and all additional insureds for this work with written notice of any policy cancellation within two business days of its receipt of such notice.

m. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the required insurance shall constitute a material breach of the Contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

14. Additional Responsibilities of the Contractor.

a. Permits. The Contractor will apply for, pay for, and obtain any and all City, county, state, or federal permits necessary to commence, construct, and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for the Project.

b. Work Ethic. The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional, and workmanlike manner.

c. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local laws, ordinances, regulations, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

d. Warranty and Correction of Defects. The Contractor guarantees and warrants all its work, materials, and equipment provided and utilized for the Project to be free from defects, damage, or failure which the City may, in its sole discretion, determine is the responsibility of the Contractor, for a period of one (1) year from the date of Final Acceptance of the Project. The Contractor is liable for any costs, losses, expenses, additional damages including consequential damages suffered by the City resulting from defects in, damage, or failure of the Contractor's work, materials, or equipment including, but not limited to, cost of materials and labor expended by the City in making repairs and the cost of engineering, inspection, and supervision by the City.

i. The Contractor is responsible for correcting all defects in workmanship, materials, or equipment discovered within one (1) year after Final Acceptance.

ii. Within seven (7) calendar days of receiving notice of a defect, the Contractor shall start work to correct such defects and shall complete the work within a reasonable time. After performing corrections, the Contractor is responsible for defects in workmanship, materials, and equipment for one (1) year after the City's acceptance of those corrections.

iii. If damage may result from delay or where loss of service may result, the City may choose to complete such corrections by contract or any other means, in which case the costs associated with correcting the defects and any damages resulting from the defects shall be borne by the Contractor.

iv. If the Contractor fails to correct a defect after receiving notice of the defect from the City or fails to bear the costs associated with correcting a defect, the Contractor will thereafter be considered non-responsible with regards to all City projects for one (1) year following the notice of the defect.

e. Compliance with Laws. The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all federal, state, or local laws, ordinances, regulations, or codes. The Contractor shall obtain a City of Marysville Business License prior to commencement of work under this Contract.

f. Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, disability, or other circumstances as may be defined by federal, state, or local law, ordinance, or regulation except for a bona fide occupational qualification.

15. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of the Contractor regarding the planning, design, and construction of the Project shall be the property of the City. The Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the time the Contractor requests final payment from or upon written request from the City.

16. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the work to be performed under this Contract without first obtaining the consent of the City and complying with the provisions of this Section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract Documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the Contract Documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

17. Notices and Contract Representatives.

All notices under this Contract shall be sent by registered or certified mail, postage prepaid, or hand-delivered to the addresses for each Contract Representative listed below. When hand delivered, notices are deemed effective on the date of receipt. When mailed, notices are deemed effective three (3) business days after deposit in the U.S. mail.

This Contract shall be administered for the City by the City's Contract Representative, Kim Bryant, and shall be administered for the Contractor by the Contractor's Contract Representative, Doug Davidson. The parties may designate different Contract Representatives by sending written notice to the other party.

To the City: Kim Bryant, Water Operations Supervisor
 City of Marysville
 80 Columbia Avenue
 Marysville, WA 98270

To Contractor: Doug Davidson, President
 PumpTech Inc.
 12020 SE 32nd St Ste 2
 Bellevue, WA 98005

18. Conflict and Severability.

If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

If any provision of this Contract 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.

19. Integration, Supersession, and Modification.

This Contract, together with the Contract Documents, exhibits, and attachments represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by a written amendment properly executed by both parties.

20. Non-Waiver.

A waiver by either party of a breach by the other party of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

21. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

22. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

23. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

24. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

25. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

26. Authority to Bind Parties and Enter into Contract.

The undersigned represent that they have full authority to enter into this Contract and to bind the parties for and on behalf of the legal entities set forth herein.

27. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

_____(CONTRACTOR)

By: _____
_____(Name)
Its: _____(Title)

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work and Contract Documents


PumpTech Inc. is to purchase a replacement pump and have the motor refurbished as described in quote 0156404. They will then install said pump and motor into the Ranney Well. Upon installation of the pump and motor, the check valve and discharge piping is to be replaced as well. Startup services will be performed by contractor after installation.

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
License Agreement with Marysville School District for Trail Parking at Marysville Getchell High School Lot E	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
License Agreement	
BUDGET CODE:	AMOUNT:
31000076.563000, P1601	N/A
SUMMARY:	

In the summer of 2021, the Centennial Trail Connector project extended the existing Bayview Trail 1.3 miles, and connected the trail to the Snohomish County owned Centennial Trail. The lack of available parking in this area necessitated a parking area for public trail use.

The Marysville School District has agreed to allow for the public's use of the school owned Parking Lot E, located just west of the entrance to Marysville Getchell High School. The public will use the parking lot only on non-school days and hours.

In return for the use of the parking lot, the City has agreed to perform several maintenance activities to Parking Lot E, including vegetation removal, grading and striping prior to use of the parking lot and on an annual basis.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the attached License Agreement with Marysville School District for Trail Parking at Marysville Getchell High School Lot E.

PROPOSED MOTION: I move to authorize the Mayor to sign and execute the License Agreement.

**LICENSE AGREEMENT FOR TRAIL PARKING AT
MARYSVILLE GETCHELL HIGH SCHOOL LOT E**

THIS LICENSE AGREEMENT (“Agreement”), is made and entered into as of the date set forth below by and between the City of Marysville (the “City”), a Washington municipal corporation, and Marysville School District No. 25 (the “District”), a political subdivision of the State of Washington.

RECITALS

WHEREAS, it is in the public interest to maximize the use of public facilities; and

WHEREAS, joint use of public facilities ensures better utilization of resources, and avoids duplication of facilities, thereby saving tax monies; and

WHEREAS, the District owns undeveloped real property located at or near Marysville Getchell High School in Marysville, Washington, with parcel numbers 30052400200500 and 30052400200700 (collectively, the “Property”); and

WHEREAS, pursuant to that Conveyance Agreement by and between the City and the District dated November 6, 2020 and as further described therein, the District conveyed to the City certain perpetual non-exclusive easements over portions of the Property as depicted on Exhibit A, for purposes of the City constructing and maintaining a community recreational trail connection thereon (the “Trail”); and

WHEREAS, the City now desires to secure public parking to accommodate the public’s use of the Trail; and

WHEREAS, the District owns undeveloped real property with some parking lot features located on a portion certain property having a parcel number of 30052300102100 and commonly known as “Lot E” of Marysville Getchell High School, which is adjacent to the Trail and depicted on Exhibit B; and

WHEREAS, the City desires a license, on behalf of the public, from the District to allow for public parking during non-school hours on Lot E to accommodate pedestrian access to the Trail (the “Trail Use Parking”); and

WHEREAS, the District is willing to grant a non-exclusive license to the City, for the benefit of the public, for the Trail Use Parking subject to certain terms and conditions, all as set forth below; and

WHEREAS, certain improvements as further described herein (the “Parking Improvements”) are required for Lot E to be used for the Trail Use Parking; and

WHEREAS, the City agrees to conduct the Parking Improvements as part of the consideration for this Agreement; and

WHEREAS, the City and the District desire to enter into this Agreement to establish the terms of the Trail Use Parking, all as set forth herein.

NOW THEREFORE, in consideration of the promises and commitments contained herein, the Parties hereto agree as follows:

AGREEMENT

1. **PURPOSE**. The purpose of this Agreement is to establish the terms that will govern the terms of the Parking Improvements and the Trail Use Parking.
2. **LICENSE**. The District grants to the City for the benefit of the public, a non-exclusive temporary license for the development, maintenance, and use of Lot E for vehicle parking to accommodate pedestrian access to the Trail during the term of this Agreement, all as described in this Section 2 (the “Licensed Use”). In addition to public parking upon and walking, biking, or rolling ingress and egress over Lot E to the Trail, the Licensed Use shall include the right, permit, license, and easement, together with rights of ingress and egress, of the City and its employees, contractors, agents, permittees and licensees, to use and occupy Lot E for the purposes of completion and maintenance of the Parking Improvements as more specifically set forth in Section 4 below. The Licensed Use is limited to non-school days and non-school hours on school days with no parking at any time after 10:00 p.m. and before 5:00 a.m., and the City shall make reasonable efforts to regulate and enforce the same.
3. **TERM**. The term of this Agreement shall commence on the date of execution and continue in full force and effect for a period of ten (10) years, subject to the termination rights in Section 7, below.
4. **CITY OBLIGATIONS**. In exchange for the District’s grant of the Licensed Use, the City agrees, at its sole cost and expense, to the following obligations:
 - (a) To construct the Parking Improvements, which shall consist of the following specifications:
 - i. Cover the entire area of Lot E with two (2) inches of new recycled asphalt, including over any existing recycled asphalt thereon to remove any existing potholes;

- ii. Remove the existing vegetation from the west side of Lot E;
- iii. Re-stripe Lot E for vehicle parking purposes;
- iv. Remove the existing sign on Lot E and return it to the District; and
- v. Install two (2) signs on one sign pole within Lot E, which state the rules and regulations for the Trail Use Parking on Lot E including, without limitation, the limited hours of use.

Prior to the start of any construction of the Parking Improvements, the City shall provide the District with complete design documents and the District shall have ten (10) days to provide the City with comments and the City shall amend the design documents to reasonably address the same. The City shall provide the District with at least five (5) days' notice prior to commencement of the construction work and shall coordinate any and all work with the District in order to avoid interference with student access and parking at Marysville Getchell High School. Without limiting the foregoing, the City's construction work shall not be performed on a school day without the District's express authorization.

- (b) To maintain and repair the Parking Improvements on an annual basis to ensure that the condition of Lot E is consistent with the initial construction of the Parking Improvements.
- (c) Without limiting any term herein, the City shall, at its sole cost and expense, secure all necessary permits and approvals required for the construction and/or maintenance of the Parking Improvements. Without limiting the foregoing and without limiting the City's indemnification obligations herein, the City shall comply with all industry standards and requirements relating to work in or near critical areas.
- (d) The District shall have the right to inspect the City's construction and maintenance of the Parking Improvements. In the event the District identifies any need for correction or completion, it shall immediately notify the City of the specific concern and the City shall address such concern within a reasonable time period.
- (e) The City shall complete the Parking Improvements in a lien-free, workmanlike manner.
- (f) The City shall not permit any noxious odors or hazardous, toxic or dangerous substances to be emitted from, deposited on or released under Lot E by or at the behest of the City.
- (g) The City agrees that it is entering into this Agreement and agreeing to perform the Parking Improvements on Lot E having fully inspected Lot E and taking it AS IS, WHERE IS condition WITHOUT WARRANTIES BY THE DISTRICT OF ANY KIND OR NATURE, EXPRESS OR IMPLIED.

The City's construction of the Parking Improvements as required by this Section 4 shall be complete no later than November 1, 2021 or this Agreement shall expire automatically and have no further force or effect other than the City's indemnification requirements in Section 5 below.

5. INDEMNIFICATION AND HOLD HARMLESS. The City shall defend, indemnify, and hold the District harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the exercise of the City's rights, including without limitation public use as set forth in Section 2 above, under this Agreement, PROVIDED, that in the event of the concurrent negligence of the City and the District, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City. Nothing contained herein is intended to limit either party's immunity under RCW 4.24.200 or RCW 4.24.210.
6. IMPROVEMENTS BY DISTRICT. No City approval or consultation shall be required if the District seeks to make improvements or repairs to Lot E; provided that, such improvements or repairs shall not obstruct the City's rights hereunder and the District agrees to coordinate any such improvements or repairs with the City in order to best minimize interference with the Trail Access Use.
7. TERMINATION. This Agreement may be terminated by either party upon the filing of at least ninety (90) days' advance written notice to the other party; provided that, the parties may jointly agree to terminate this Agreement at any time. Notwithstanding the foregoing, the Agreement shall terminate automatically upon any casualty event that renders Lot E unusable where the District, in its sole and absolute discretion, decides not to repair or replace the parking improvements upon Lot E. The obligations under Section 5, Indemnification/Hold Harmless, shall be continuing and shall not be diminished or extinguished by the termination of this Agreement.
8. NO INTEREST IN REAL PROPERTY. This Agreement does not and shall not be deemed to convey any interest in the underlying real property that is subject to the nonexclusive license right provided herein. The City, on behalf of itself and the public, hereby disclaims any ownership interest in Lot E and acknowledges that this Agreement grants limited access rights only in Lot E.
9. NO ASSIGNMENT. The City shall have no ability to assign or transfer its rights or obligations and obligations hereunder. Any attempt to assign or transfer this Agreement shall render it immediately null and void.
10. AUTHORITY. Each party to this Agreement represents and warrants to the other party that it is authorized to do the things contemplated by it herein and that it has obtained all authorizations and approvals as necessary and appropriate for purposes of execution of this Agreement.
11. GOVERNING LAW. This Agreement is made under and shall be governed by the laws of the State of Washington.

12. JURISDICTION AND VENUE. Snohomish County Superior Court shall have jurisdiction over any litigation arising under this Agreement, and the exclusive venue for any such litigation shall be in Snohomish County.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

CITY OF MARYSVILLE

MARYSVILLE SCHOOL DISTRICT NO. 25

By _____

By _____

Date _____

Date _____

APPROVED AS TO FORM:

By _____

_____, City Attorney

EXHIBIT B

84

8301

UNKNOWN

8309

Lot E

8215

8325

8211

8218

8216

8413

City of Marysville

1:2,257

0 0.0175 0.035 0.07 mi

Parcels

EVERETT

Red: Red

LAKE STEVENS

Green: Green

MARYSVILLE

Blue: Blue

City limits

ARLINGTON


THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENCY, COMPLETENESS OR QUALITY OF DATA DEPICTED. ANY USER OF THIS DATA ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS DATA.

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
Twin Lakes Landing 2 (PA20-029) – Sewer Easement Relinquishment	
PREPARED BY:	DIRECTOR APPROVAL:
Ken McIntyre, Development Services Manager	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
1. Easement Relinquishment Document 2. AFN 200504180093 – Sewer Utility Easement	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Housing Hope, a non-profit housing developer, intends to construct a 60-unit affordable housing complex immediately west of 2820 164th St NE. The parcel contains an existing easement recorded in April of 2005, which defines a 20-ft corridor for the stated purpose of constructing and maintaining utilities. This area is highlighted in red on the attached map. The easement also defines a 50-ft temporary construction corridor to facilitate installation of said utilities.

The project proposes the construction of roadway and utility improvements along the northern edge of the subject property. This area will be conveyed to the City as improved right-of-way at the conclusion of construction. The limits of the right-of-way conveyance is identified by a blue line on the attached map. The utility corridor defined in the easement lies entirely within the proposed right-of-way conveyance area and public utilities will be constructed as part of the proposed project. With that in mind, the City no longer has a need to maintain easement rights for either the 20-ft utility corridor or 50-ft temporary construction corridor.

The applicant is requesting that the City release the existing encumbrance on the property. The Public Works Department has reviewed the request, and recommends that the City Council authorize the Mayor to execute and record the attached easement relinquishment document.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor execute the attached easement relinquishment document and record with the Snohomish County Auditor.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the easement relinquishment document and record it with the Snohomish County Auditor.

WHEN RECORDED RETURN TO:
 CITY OF MARYSVILLE
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

RELINQUISHMENT OF EASEMENT

LEGAL DESCRIPTION:

ABBREVIATED: PTN NE1/4 NE1/4, SW1/4, STR 29-31N-5E, W.M.

FULL: SEE EXHIBIT B

TAX PARCEL NUMBER(S): 310529-003-001-00

GRANTOR: City of Marysville, a municipal corporation

GRANTEE: Housing Hope, a Washington public benefit corporation

CROSS REF: 200504180093

WHEREAS, the City of Marysville, a municipal corporation of the State of Washington ("Marysville"), is the grantee of that certain Easement for a sewer pipeline dated March 18, 2005 and recorded under Auditors File No. 200504180093, records of Snohomish County, Washington, attached hereto as Exhibit A (the "Easement"); and

WHEREAS, the Easement burdens the property described in Exhibit B; and

WHEREAS, Marysville desires to relinquish, vacate, and release the Easement.

NOW, THEREFORE, the City of Marysville relinquishes, vacates, and releases the pipeline easement recorded under Auditors File No. 200504180093 records of Snohomish County.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, 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 as the Mayor of City of Marysville and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

NOTARY PUBLIC in and for the State of Washington
Residing at (city): _____
My commission expires: _____

EXHIBIT A

[See easement documents on following pages]

90
**NO EXCISE TAX
REQUIRED**

APR 18 2005

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI



200504180093 4 PGS
04-18-2005 09:26am \$22.00
SNOHOMISH COUNTY. WASHINGTON

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**CITY OF MARYSVILLE
SEWER UTILITY EASEMENT**

THIS INDENTURE made this 18 day of MARCH, 2005,
between **RYAN NORTHWEST, LLC**, hereinafter referred to as "Grantor," the **CITY
OF MARYSVILLE**, a municipal corporation of the State of Washington, hereinafter
referred to as "Grantee," and N. A., hereinafter referred to as "Mortgagee,"
WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the
County of Snohomish, State of Washington described as follows:

See **EXHIBIT A** attached hereto

The North 200 feet of the NE 1/4 of the NE 1/4 of the SW 1/4 of Sec. 29,
T31N, R5E, W.M, in Snohomish County, Washington

Assessor's Tax Parcel ID#: 310529-003-001-00

and, Add'l on p. 3 & 4

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across,
over, and upon said lands and premises,

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and
receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its
successors and assigns and its contractors, agents, permittees and licensees, the
perpetual right, privilege and authority to construct, alter, improve, repair, operate and
maintain a storm sewer and sanitary sewer lines, and or water lines, pipes and
appurtenances, across, under, over, through, in and upon the following described lands
and premises situated in the County of Snohomish, State of Washington, to-wit

See **EXHIBIT B** attached hereto

Together with a Temporary Construction Easement (which will expire once the
project construction has been completed) described as follows:

See **EXHIBIT B** attached hereto

Together with the right of ingress to and egress from said lands across adjacent
lands of the Grantor, for the purpose of constructing, reconstructing, repairing,
renewing, altering, changing, patrolling and operating said sewer, and the right at
anytime to remove said sewer and appurtenances from said lands.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn, shrubbery, land contours, that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition as the same were immediately before the property was entered by the Grantee

The rights, title, privilege and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said sewer and appurtenances from said lands, or shall otherwise permanently abandon said sewer, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

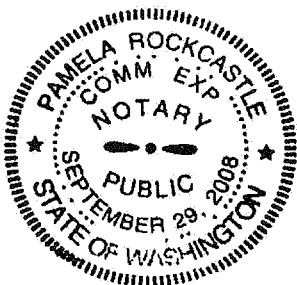
GRANTOR: RYAN NORTHWEST, LLC MORTGAGEE:
Marie A. Ryan N.A.
MANAGING PARTNER MARIE A. RYAN

REPRESENTATIVE NOTARY:

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Marie A Ryan is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledge it as the (Title) Managing Partner of Ryan Northwest, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

DATED this 18th day of March, 2005



Pamela Rockcastle
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of WASHINGTON
Missouri, residing at Issaquah
My commission expires 9/29/08

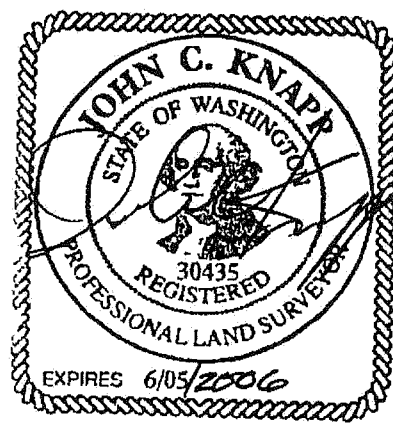
EXHIBIT "A"

OWNERSHIP PARCEL
LEGAL DESCRIPTION

The North 200 feet of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 29, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington,

EXCEPT the West 700 feet thereof.

GROUP FOUR INC
16030 JUANITA WOODINVILLE WAY NE
BOTHELL, WA 98011
(425) 775-4581
(206) 362-4244



3.3.05

EXHIBIT "B"

SANITARY SEWER EASEMENT
LEGAL DESCRIPTION

An easement for sanitary sewer and appurtenance, over, under and across the North 20.00 feet of the following described Parcel;

The North 200 feet of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 29, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington,
EXCEPT the West 700 feet thereof

TOGETHER WITH a temporary construction easement for the construction of said sanitary sewer over, under and across the North 50.00 feet of the following described Parcel;

The North 200 feet of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 29, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington,
EXCEPT the West 700 feet thereof

WRITTEN BY JK 3-3-05

CHECKED BY JK ED

PROOFED BY JK ED

GROUP FOUR, INC.
16030 JUANITA WOODINVILLE WAY NE
BOTHELL, WA 98011
(425) 775-4581
(206) 362-4244

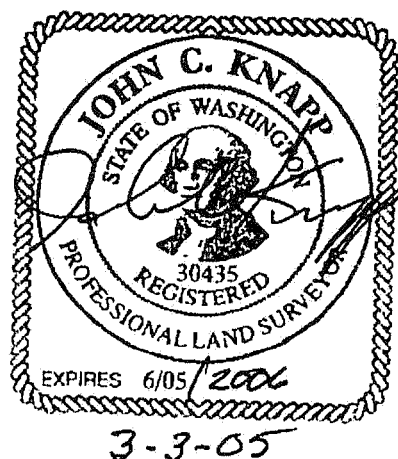
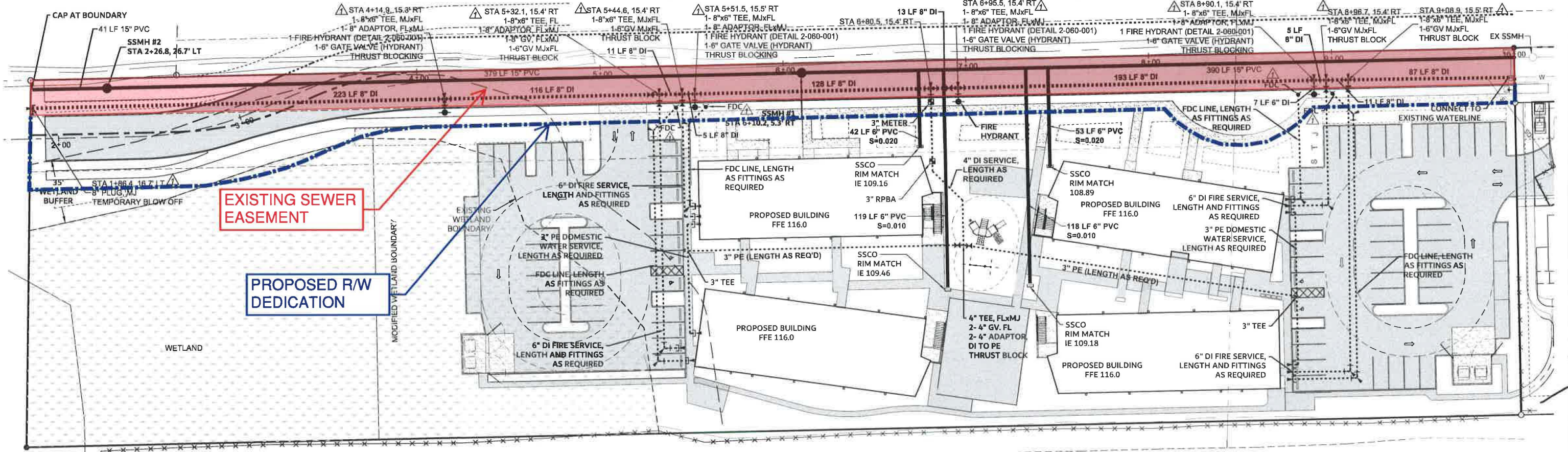


EXHIBIT B

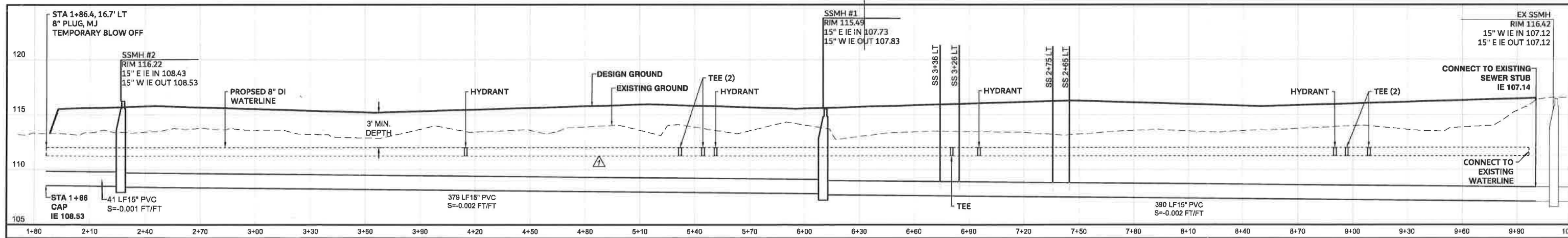
The North 200 feet of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 29, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington.

Parcel ID: 310529-003-001-00

NE 1/4, SW 1/4 AND NW 1/4, SE 1/4, SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.



1 SEWER AND WATER PLAN
SCALE: 1" = 30'



2 SEWER PROFILE
SCALE: H: 1" = 30' V: 1" = 5'

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

ADDITIONAL UTILITY NOTES

- ALL WORK SHALL MEET CITY OF MARYSVILLE ADOPTED FIRE CODE AND CITY DESIGN STANDARDS.
- HYDRANT LOCATIONS SHALL BE MARKED WITH BLUE REFLECTANT HYDRANT MARKERS IN THE ROADWAY, LOCATED 4 INCHES OFF THE CENTERLINE ON THE HYDRANT SIDE OF THE ROAD.
- UNDERGROUND FIRE MAINS SHALL BE TESTED AND FLUSHED PRIOR TO CONNECTION TO ABOVEGROUND SPRINKLER SYSTEM PIPING. INSTALLER SHALL BE WA STATE "U" LICENSED AND PROVIDE CONTRACTOR CERTIFICATION OF THE INSTALLATION MATERIALS AND TESTS UPON COMPLETION. AN APPROVED PLAN OF THE UNDERGROUND SPRINKLER SYSTEM PIPING SHALL BE AVAILABLE ON THE JOB SITE. CONTACT MFD AT 360-363-8525 TO SCHEDULE FIRE INSPECTIONS AND TESTING. INSPECTIONS ARE REQUIRED FOR HYDROSTATIC PRESSURE TESTING OF FIRE MAINS.

SEWER DETAILS
CITY OF MARYSVILLE

8" CLEAN OUT	5-145-001
TYPICAL SIDE SEWER	5-150-001
TRENCH BACKFILL	5-175-001

HYDRANT INSTALLATION	2-060-001
METER VAULT ASSEMBLY (2" METER & LARGER)	2-090-004
TEMPORARY BLOW-OFF	2-120-001
CONCRETE BLOCKING	2-130-002

PA 20-029

CITY OF MARYSVILLE
CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT

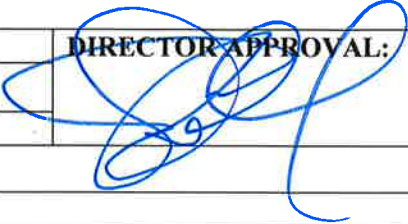
THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF MARYSVILLE CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER, WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGEMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRED OTHER COUNTY, STATE OR FEDERAL PERMIT REVIEW AND APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION AND COMPLIANCE OF ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WSDFW HYDRAULIC PROJECT APPROVAL (HPA), WSDOE NOTICE OF INTENT (NOI), ANY CORP OF ENGINEERS FILL PERMITS AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT.

CON. REGI. PRO. L. M. PRO. REVI. MA. 1. 2. 3. PRO. DRA.

Index #13

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
Supplemental Agreement No. 6 with HDR, Inc. on the State Avenue (100 th Street NE to 116 th Street NE) Corridor Improvement Project	
PREPARED BY:	DIRECTOR APPROVAL:
Patrick Gruenhagen, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Supplemental Agreement No. 6	
BUDGET CODE:	AMOUNT:
30500030.563000, R1601	\$96,121.86
SUMMARY:	
<p>The City executed a Professional Services Agreement (PSA) with HDR, Inc. on April 11, 2017, establishing the framework for HDR to provide professional design and property negotiation services for the State Avenue Corridor Improvement Project. Upon completion of design, permitting, and right of way acquisition in late 2019, construction for Phase 1 of the project (extending from 100th Street NE to 104th Street NE) began in the spring of 2020, and is now well under way.</p> <p>During the course of construction, HDR has provided design support services on an “on call” basis – assisting the City with review of technical submittals, change order estimates, and resolution of wide-ranging construction challenges. Due to the complexity and unpredictable nature of the project, the extent and magnitude of HDR’s services is ultimately anticipated to exceed what had been assumed at the onset of construction. Supplemental Agreement No. 6, as attached, therefore accounts for this increased level of effort, authorizing additional budget which will allow the consultant design team to provide as-needed support through the remainder of the project. At a negotiated price of \$96,121.86, Supplemental Agreement No. 6 will yield a new contract total of \$3,220,220.60.</p>	

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute Supplemental Agreement No. 6 with HDR, Inc., for Phase 1 of the State Avenue (100 th Street NE to 116 th Street NE) Corridor Improvement Project in the amount of \$96,121.86.
RECOMMENDED MOTION:
I move to authorize the Mayor to sign and execute the supplemental agreement.

**SUPPLEMENTAL AGREEMENT NO. 6 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND HDR ENGINEERING, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 5 (“Supplemental Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and HDR Engineering, Inc., a Nebraska corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for the State Ave. Corridor Improvement Project (100th St NE to 116th St NE), consisting of widening the roadway to 5-lanes (the “Original Agreement”), said Original Agreement being dated April 11, 2017 and four supplemental agreements: Supplemental Agreement No. 1, dated February 12, 2018, and Supplemental Agreement No. 2, dated September 11, 2018, Supplemental Agreement No. 3, dated June 25, 2019, and Supplemental Agreement No. 4, dated February 4, 2020, and Supplemental Agreement No. 5, dated March 9, 2021; and

WHEREAS, both parties desire to supplement the Original Agreement by expanding the scope of services;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES,” shall be amended by Exhibit A-5, attached hereto and by this reference made part of this Supplemental Agreement No. 5, and a part of the Original Agreement.
2. Section 3 of the Original Agreement, “COMPENSATION” as amended by Supplemental Agreement No. 1, Supplemental Agreement No. 2, Supplemental Agreement No. 3, Supplemental Agreement No. 4, and Supplemental Agreement No. 5, is amended to include the additional Consultant fee of \$96,121.86 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$3,220,220.60 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

Original Agreement	\$1,665,545.09
Supplemental Agreement No. 1	\$470,288.53
Supplemental Agreement No. 2	\$271,216.98
Supplemental Agreement No. 3	\$60,000.00
Supplemental Agreement No. 4	\$358,504.21
Supplemental Agreement No. 5	\$298,543.93
Supplemental Agreement No. 6	<u>\$96,121.86</u>
Grand Total	\$3,220,220.60

- 3. Each and every provision of the Original Agreement for Professional Services dated April 11, 2017, shall remain in full force and effect, except as modified herein.

DATED this _____ day of July, 2021.

CITY OF MARYSVILLE

HDR ENGINEERING, INC.

By _____
Jon Nehring, Mayor

By _____
Its:

ATTEST/AUTHENTICATED:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**State Avenue Corridor Widening Project
(100th Street NE to 116th Street NE)**

SUPPLEMENTAL AGREEMENT NO. 6

**Supplemental Scope of Services for
Additional Design Services During Construction**

July 2021

City of Marysville

Prepared by:



2707 Colby Avenue, Suite 715
Everett, WA 98201

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INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Marysville (CITY) in connection with the following project: **State Avenue Corridor Improvement Project (100th Street NE to 116th Street NE) (PROJECT)**.

This Supplemental Agreement No. 6 authorizes additional work necessary for providing engineering design services during the construction of the Phase 1 Segment of the PROJECT, **State Avenue Improvement Project (100th Street NE to 104th Street NE)**, described generally as:

- Attending site and regular Contractor meetings as requested by the CITY;
- Responding to Contractor requests for information;
- Providing plan clarifications and responding to constructability issues;
- Reviewing and approving shop drawings and material submittals;
- Providing onsite geotechnical observation services, through a Geotechnical Subconsultant, for specific aspects of the work related to bridge support and substructure, retaining wall, and lightweight fill construction; and
- Provide project walk-through and acceptance, and project close-out assistance, as may be requested by the CITY.

Background Information

The Project Design Phase was completed on October 16, 2019 with the delivery of construction documents to the CITY for use in advertising and receiving construction bids, for the PROJECT. The Bidding Phase commenced on October 19, 2019, with the CITY's advertisement for construction first appearing in the Marysville Globe. The CITY has requested that the CONSULTANT provide additional engineering services during the Construction Phase, in coordination with the CITY's Construction Management and Inspection efforts.

Scope of Work

This supplemental scope of work includes additional design engineering services for providing design clarifications and revisions, attending construction meetings, reviewing Contractor submittals and requests for information, and providing project close-out assistance to the CITY. The actual number of submittals and re-submittals, requests for information, plans clarifications, site visits, meetings, and change orders is not known or under the control of the CONSULTANT. This Supplemental Agreement No. 6 is a Time & Materials arrangement whereby the scope of services and associated budget estimate has been developed on the basis of several assumptions for budgeting purposes. Actual level of effort may vary from this initial estimate; and it is understood and agreed that labor hours and expenses may be transferred from one subtask to another during the course of the PROJECT. The scope of services, associated level of effort, and resulting budget estimate are based on the assumptions contained herein. Should the level of effort exceed these assumptions, the CITY and CONSULTANT will negotiate additional work authorization and compensation.

Major Milestone Schedule Revisions

The following are major schedule milestones for the project:

Preliminary DesignAugust 2017 - Completed
 30% DesignOctober 2017 - Completed
 JARPA/SEPA Submittal..... October 2017 - Completed
 Revision to JARPA..... June 2018 - Completed
 60% DesignApril 2018 - Completed

SEGMENT 1 – 100th Street NE to 104th Place NE

90% Design – Segment 1.....August 2018 – Completed.
 ROW Acquisition Complete – Segment 1.....November 2019 – Completed.
 Environmental Permits Secured – Segment 1.....July 2019 – Completed.
 Ad-Ready – Segment 1October 2019 – Completed.
 Bidding Phase – Segment 1.....October - November 2019 – Completed.
 Construction Phase – Phase 1January 2020 – February 2022 – In Progress

SEGMENT 2 – 104th Place NE to 116th Street NE

Final Design – Segment 2June - September 2021
 ROW Acquisition Complete – Segment 2.....December 2021
 Environmental Permits Secured – Segment 2.....November 2021
 Ad-Ready – Segment 2December 2021 - Estimated
 Bidding Phase – Segment 2.....December 2021 – January 2022 - Estimated

Project Assumptions

General Assumptions:

1. The General Assumptions remain unchanged as outlined in the Original Agreement and previous Supplemental Agreement Nos.1 through 5.
2. The CITY’s Project Manager will be Patrick Gruenhagen, PE.
3. This Supplemental Agreement No. 6 is based on the assumption that the Contractor will complete the work of the associated Segment 1 (100th to 104th) construction contract no later than February 28, 2022.
4. This Supplemental Agreement No. 6 does not include assistance to the City in evaluation or final settlement of contractor claims.
5. Task 19 General Assumptions, for budgeting purposes include the following:
 - a. It is estimated that RFIs will take approximately 4 hours per each RFI. It is estimated that an additional 15 RFIs will be received over the life of the contract.
 - b. It is estimated that each plan clarification / constructability issue will take on average 6 hours each and there will be approximately 4 additional clarification requests.

- c. It is estimated that each submittal review will take approximately 6 hours per each submittal, as directed by the CITY. Based on information received from the Contractor, via the City, it is estimated that an additional 15 submittals will be received for review over the remaining life of the contract.
 - d. It is estimated that there will be up to 5 additional resubmittals and each resubmittal review will take approximately 4 hours per each resubmittal.
 - e. It is assumed all CONTRACTOR submittals are complete packages prior to delivery to the CONSULTANT for review.
- 6. Additional assumptions are listed in the individual sub-task descriptions.
 - 7. See assumptions included in Geotechnical section.

Design Standards and References:

- 1. The PROJECT Design Standards and References remain unchanged from the original scope of services, and modifications previously noted in Supplemental Agreement Nos.1 through 5.
- 2. **State Avenue Improvement Project (100th Street NE to 104th Street NE)** construction documents including the Plans, Project Manual, Bidding and Contract documents, and Permits.

Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the project duration, which was previously extended to March 31, 2022 for Design Services During Construction, by Supplemental Agreement No. 4. Project Management efforts associated with these Additional Design Services During Construction have been authorized by Supplemental Agreement No. 4.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

This Supplemental Agreement No. 6 includes restoration of the practice of conducting Monthly 30-Minute Client Update Conference Calls. These calls will allow both Project Managers a scheduled, formal contact point to maintain open communications, discuss project progress, issues, and staffing needs, and coordinate overall contractor progress and performance issues. No formal meeting notes will be prepared and/or distributed as a result of these calls.

- Monthly 30-Minute Client Update Conference Calls (9 additional)

TASK 15. REAL ESTATE SERVICES

The objective of this task is to provide assistance to the CITY in acquiring the necessary ROW, permanent easements and temporary construction easements to construct the roadway and utility improvements for Segment 2. CONSULTANT will provide the services listed below.

The adjustments to this Task, included in this Supplement No. 6, reflect the changes requested by the CITY to the number and type of property valuations and negotiations.

15.2. Property Descriptions and Valuations

- Review and QC legal descriptions, exhibits, and ROW plans prepared by survey SUBCONSULTANT (1-Alliance) for the transfer of the property rights needed for construction, including fee interests, permanent and temporary easements, for use by the ROW acquisition team.
- Prepare an appraisal schedule for delivery of updated AOS reports, and appraisal reports.
- Assemble needed appraisal data and appraisal scope for each assigned parcel.
- Prepare the following parcel valuations:
 - Missaggia -- updated Appraisal (SIMPLE)
 - Klein -- updated Appraisal (SIMPLE)
 - Mickelson -- Appraisal (COMPLEX)
 - Wilhelmi -- Appraisal
 - Payne -- Appraisal (COMPLEX), combined for two parcels
 - Wolfe -- updated AOS, combined for two parcels
 - Wolfe -- updated AOS
- Any changes to the descriptions of required valuations (above) will constitute Extra Work
- Send out landowner contact letters to all affected parcels to be appraised in advance of the appraisal.
- Agents will attend appraisal inspections, where possible.
- Manage the delivery of AOS reports, appraisals, and prepare QC checklist for appraisal reports.

15.3. Right-of-Way Acquisitions and Negotiations.

- Prepare *offer* packages, present offers and negotiate purchases, prepare administrative settlement memos and condemnation packages, and prepare executed documents for agency approval and processing for a maximum of seven (7) parcels. All acquisition files will be transmitted to the CITY with all original documents at the completion of negotiations.
- Prepare all documents required for the assigned parcels including Offer Letters, Deeds, Easements, W-9s, Real Property Vouchers, Real Estate Tax Affidavits, Escrow Agreements, and Negotiator Diaries.
- Act as the agent for CITY in all negotiations.
- Provide justification in the negotiator's diary for any settlement above the approved offering price.
- Prepare administrative settlement memos and condemnation packages as needed.

- Transmit completed files to CITY at the completion of negotiations.

CITY Responsibilities:

1. All responsibilities noted in the original contract and preceding supplements are included.
2. CITY shall provide updated title commitment reports.

Assumption(s):

1. All assumptions contained in the original contract and preceding supplement remain in effect except as modified herein.
2. All valuation services will be performed by a WSDOT certified independent appraiser to WSDOT LAG manual standards. There will be a maximum of seven (7) parcels impacted by this project with seven (7) parcel valuations prepared under the following assumptions:
 - a. Three (3) parcels will be valued as AOS reports – two Wolfe parcels will be combined into one AOS report and the third Wolfe parcel will be a stand-alone AOS Report. Total of two (2) AOS reports.
 - b. Six (6) parcels to be valued as appraisal reports – Missaggia, Klein, Mickelson, Wilhelmi, and Payne. The two Payne parcels will be combined into one appraisal valuation. Total of five (5) appraisals.
 - c. Five (5) appraisal reviews.
 - d. The appraisals include a maximum of three (3) non-complex and two (2) complex parcels.
 - e. Any additional AOS valuations, appraisals or additional complex appraisals not anticipated in this scope will result in additional costs to CITY.
 - f. Appraisal reviews will be desk reviews of a maximum of five (5) parcels.

TASK 19. DESIGN SERVICES DURING CONSTRUCTION

The Additional Engineering Design Services to be provided during construction include the following:

19.1. Site and Regular Contractor Meetings

Upon request by the CITY, the CONSULTANT shall attend regular or special City/Contractor meetings and other site visits to provide engineering support, when needed. The CONSULTANT shall review and provide input to the CITY prepared meeting agendas and meeting summary notes, when requested by the CITY. This sub-task includes attendance by two (2) HDR staff at a maximum of 32 labor hours, for an estimated 4 contractor meetings or site visits, including filed observation of streambed materials and woody debris.

Deliverable(s):

- Review comments to CITY prepared meeting minutes and agendas

19.2. Requests for Information (RFIs)

The CONSULTANT shall provide responses to contractor's requests for information (RFIs) in a timely manner. Generally, the CITY will need RFI responses within 7 business days (not including Saturdays, Sundays or Holidays) of the request, however more or less time may be allocated depending on the specific issue.

Deliverable(s):

- Response to RFIs on RFI document.

19.3. Constructability Issues/Plan Clarifications

The CONSULTANT will be required to provide input and guidance on constructability issues during construction. This includes on-site visits and design revisions based on field conditions or suggested plan changes by CITY staff. The CITY will provide a minimum of 7 business days (not including Saturdays, Sundays or Holidays) for the CONSULTANT to respond with a recommended course of action. Both the CITY and CONSULTANT will agree on the time needed to complete the design revision.

For plan clarifications, the CONSULTANT shall respond within 7 business days (not including Saturdays, Sundays or Holidays), or other timeframe agreed by both the CITY and CONSULTANT. All plan clarification responses to the CONTRACTOR shall be in written format.

Deliverable(s):

- Response to plan clarifications via response on question document and/or corresponding revised plan sheets.

19.4. Approval of Shop Drawings/Submittals

The CONSULTANT shall review shop drawings, material submittals, and/or proposals for substitutions of materials and procedures as submitted by the contractor for conformance with the project requirements and intent. The CONSULTANT shall provide the reviews and/or approvals in accordance with WSDOT Standard Specification 1-05.3 Working Drawings, or as agreed by both the CITY and CONSULTANT.

Deliverable(s):

- Approvals of shop drawings signed by a professional engineer

19.5. Review of Contractor Pay Requests

The CITY will review Contractor pay requests. There is no scope or budget for CONSULTANT efforts for this Subtask

19.6. Review of Contractor Change Order Requests

Upon the request of the CITY, the CONSULTANT shall provide review of Contractor or CITY prepared Change Order Requests or Value Engineering Change Proposals (VECPs). Such review shall not constitute change order / VECP approval; it would simply reflect that the CONSULTANT has reviewed the requested change and acknowledges that it is consistent with the original design parameters. The CONSULTANT may be requested to prepare and issue plan revisions as part of the change order approval process, and review of change order pricing and compilation of independent estimates. This sub-task includes a maximum of 40 labor hours.

Deliverable(s):

- Review Comments on Change Proposal / VECP Document.

19.7. Permit compliance

Upon the request of the CITY, the CONSULTANT shall provide up to 16 hours labor for coordination and correspondence with permitting agencies during Phase 1 construction.

In addition, the CONSULTANT shall provide two (2) HDR environmental staff for two (2) field visits (estimated 8 hours on-site plus travel, preparation and documentation time) for fish removal to satisfy WDFW HPA permit requirements.

Deliverable(s):

- Summary notes of meetings and conversations with the regulatory agencies and tribes
- Site visit observation Memos

19.8. Coordination with Franchise Utilities

Upon the request of the CITY, the CONSULTANT shall assist the CITY in coordinating facilities relocations and installation of new facilities in the Joint Utility Trench (JUT) with the franchise utility companies, identified as Snohomish County PUD No. 1 (PUD), Ziply Communications (Ziply), WAVE Communications (WAVE), Comcast, and Puget Sound Energy (PSE). Total effort is estimated at a maximum of 16 labor hours.

Deliverable(s):

- Summary notes of meetings and conversations with franchise utilities
- Review Comment Memos

19.9. Geotechnical Construction Phase Services – (to be provided by subconsultant Shannon & Wilson)

The CITY has supplemented its contract with Geotest to include the onsite observation of pile driving for the East Half Bridge piles and construction of Retaining Walls No. 3 and No. 4. Shannon & Wilson will receive pile driving logs and other field data from Geotest and the CITY for evaluation and comment. Shannon & Wilson

will provide no field support for bridge pile driving and Retaining Wall Nos. 3 and 4 construction. Shannon & Wilson will continue to provide on-call assistance to the CITY and HDR up to a maximum additional budget effort of \$15,000. purpose of this Subtask is to provide geotechnical construction analysis services for the installation and dynamic testing of the bridge piles and , observation of Retaining Wall RW5 soldier pile wall. Geotechnical construction observations services will include providing on-call, part-time or full-time field representative to observe construction activities as requested, providing geotechnical support as necessary, and attending project meetings in Marysville or via conference call.

Upon CITY request, the CONSULTANT, through SUBCONSULTANT, will provide an on-call field representative to observe construction activities. The CONSULTANT will prepare daily field activity reports that document observations while onsite and recommendations to the owner. The anticipated field and office activities that the CONSULTANT would perform include:

- On-call field representative to observe the construction of Retaining Walls Nos. 5 and 6.
- Office engineering associated with construction and site visits and meetings as requested.

Assumption(s):

- The contractor schedule is not available. The level of effort is based on our experience and the actual effort will be based on the contractor’s progress.
- The CONTRACTOR or CITY will notify the CONSULTANT when the CONSULTANT is needed on site.
- Maximum level of effort for remaining efforts is \$15,000, provided from other unused Phase 1 Subconsultant design budgets.

Deliverable(s):

- Daily field activity reports.
- Responses to RFI and contractor submittals
- Observation and documentation of soldier pile wall installation – RW5 only - (each visit assumes 8 hours on site plus 1 hour for travel and field reports)
- Observation and documentation of retaining wall (RW5 and RW6 only) subgrade and other site improvements as required. (each visit assumes 3 hours on site plus 1 hour for travel and field reports)
- Up to five additional site visits, as required (each visit assumes 3 hours on site plus 1 hour for travel and field reports)
- Project management, consultation, and review of contractor submittals.

19.10. Bridge Load Rating

Upon request by the CITY, the CONSULTANT shall complete a post construction load rating analysis of the prestressed concrete girders, and prepare a load rating report complete with backup calculations and documentation for the newly constructed bridge along State Avenue over Quilceda Creek. The previous budget was utilized for ongoing construction phase assistance.

Deliverable(s):

- Bridge Load Rating Report

19.11. Ongoing Assistance and Coordination with the CITY

It is anticipated that there will be a need to coordinate and assist the CITY with review of Contractor correspondence and requests, traffic coordination issues, property owner questions, and other as of yet undetermined matters. The CONSULTANT shall assist the CITY in these matters up to a maximum of 40 labor hours.

At the request of the CITY, the CONSULTANT shall review the Contractor's project construction schedule, bi-monthly, and meet with the CITY to assist in identifying any project delays and resulting impacts, and review the Contractor's proposed remedies for returning the project to the agreed upon schedule. It is estimated that these schedule review work efforts will include a maximum of 20 labor hours.

Deliverable(s):

- Review comments to CITY prepared meeting minutes and agendas
- Review Comment Memos

19.12. Record Drawings

The work of this subtask is temporarily de-authorized and will be included in a future Supplement.

19.13. Project Walkthrough and Acceptance

Upon the request of the CITY, the CONSULTANT shall assist the CITY in conducting the project final inspection and acceptance. This may include the preparation of punch list items and a maximum of two (2) project walkthroughs to confirm completion. The project walkthroughs will be attended by the CONSULTANT Design Manager and one CONSULTANT Discipline Lead. Each walkthrough is estimated to last 4 hours including travel. Total sub-task labor effort shall not exceed 26 labor hours. The previous budget was utilized for ongoing construction phase assistance.

Deliverable(s):

- Site visit observation Memos

19.14. Project Closeout

The work of this subtask is temporarily de-authorized and will be included in a future Supplement.

Index #14

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

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
Interlocal Agreement Between City of Anacortes and the City of Marysville for Outdoor Video Services	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Taylor	Tara Mizell
DEPARTMENT:	
Parks, Culture, and Recreation	
ATTACHMENTS:	
Interlocal Agreement	
BUDGET CODE:	AMOUNT:
00110367 376015	\$750.00
SUMMARY:	

The City of Anacortes has requested Marysville Parks, Culture and Recreation Department's assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Anacortes is hosting one free event on city-owned property. Marysville Parks, Culture and Recreation has agreed to provide equipment and staff to present each film at a cost of \$750.00 per event, payable by the City of Anacortes.

Our City Attorney's Office has developed an Interlocal Agreement between the City of Anacortes and City of Marysville to clearly define services provided by Marysville Parks, Culture and Recreation and identifies responsibilities of each jurisdiction and associated indemnifications.

The event is scheduled for:

1. Thursday, August 26, 2021

RECOMMENDED ACTION: Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement between the City of Anacortes and the City of Marysville for Outdoor Video Services.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ANACORTES
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective April 19, 2021, between the City of Anacortes, a Washington municipal corporation, herein after referred to as "ANACORTES" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of ANACORTES is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of ANACORTES and presented on August 26, 2021; and

WHEREAS, the City of ANACORTES is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of ANACORTES desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of ANACORTES to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, ANACORTES and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

- A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to ANACORTES as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of ANACORTES at least 48 hours before the event if it is not able to provide personnel and/or equipment.
1. MARYSVILLE will provide OUTDOOR VIDEO SERVICES to ANACORTES.
 2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to

ANACORTES. MARYSVILLE personnel will operate the video equipment and vehicles.

- B. ANACORTES will provide the following:
1. An authorized location.
 2. Two (2) 20 amp circuits for event power.
 3. Other services/personnel.
- C. The date for video services (FILM) will be:
1. Thursday, August 26, 2021
- E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.
- It is understood and agreed by all parties that ANACORTES staff providing services pursuant to this Agreement are acting in their official capacity as employees of ANACORTES and shall be under the exclusive direction and control of ANACORTES.
- F. ANACORTES and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.
- G. ANACORTES, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on ANACORTES' behalf those services as provided in this Agreement.

2. COMPENSATION/FEES

- A. ANACORTES will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$750.00 per date.
- B. ANACORTES will pay MARYSVILLE 25% of the event fee in the event ANACORTES cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- C. MARYSVILLE shall bill ANACORTES and ANACORTES shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. ANACORTES will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of ANACORTES in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend ANACORTES, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, ANACORTES, or other person and all property owned or claimed by MARYSVILLE, ANACORTES, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or ANACORTES, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

- A. Both parties to this Agreement shall maintain public liability insurance either through the Washington Cities Insurance Authority (WCIA) or through an equivalent combination of self-insurance and appropriate insurance coverage and shall maintain their membership in WCIA or their insurance policies throughout the term of this Agreement.
- B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage or membership in WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between ANACORTES and MARYSVILLE or any of ANACORTES' or MARYSVILLE's agents or employees.

ANACORTES shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by ANACORTES pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of ANACORTES a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded ANACORTES or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE an ANACORTES employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices

1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of ANACORTES:
904 Sixth Street
Anacortes, WA 98221

2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement.

In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Chris Taylor, Cultural Arts Supervisor
Phone Number: 360-363-8408, ctaylor@marysvillewa.gov

ANACORTES:

Name: Travis Anderson, Recreation Coordinator
Phone Number: 360-299-1969, Travisa@cityofanacortes.org

- D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within ANACORTES under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF ANACORTES

JON NEHRING Mayor

Laurie Gere

LAURIE GERE Mayor

Date: _____, 2021

Date: 6/10/2021

Attest:

Attest:

TINA BROCK Deputy City Clerk

Steven D. Hoglund

STEVEN D. HOGLUND City Clerk

Approved as to form:

Approved as to form:

JON WALKER City Attorney
Attorney for the City of MARYSVILLE

Darcy Swetnam

DARCY SWETNAM City Attorney
Attorney for City of ANACORTES

Index #15

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

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
MOA for – King County Regional Automated Fingerprint Identification System (AFIS)	
PREPARED BY:	DIRECTOR APPROVAL:
Cmdr. Mark Thomas	
DEPARTMENT:	
Police – Jail	
ATTACHMENTS:	
Proposed Memorandum of Agreement between King County Regional Fingerprint Identification System and Marysville Police Department	
BUDGET CODE:	AMOUNT:
Detention Professional Services #541000	\$2,475.00
SUMMARY:	

Marysville Police Department and the Marysville jail completed a pilot project where we tested a mobile AFIS device. The test showed that the device and services through King County Regional Fingerprint Identification System (KCRA) proved to be an effective crime-fighting service in furtherance of the health, welfare, benefit and safety of the residents.

Mobile ID has been a proven tool in assisting law enforcement to help identify subjects while in the field and in the jail when working with an individuals who refuse to or knowing misidentify themselves to law enforcement.

Mobile ID is defined as: mobile electronic fingerprint capture equipment (software and hardware) used to obtain prints from two fingers for purposes of searching AFIS to determine an individual’s identity. These fingerprints are not stored in AFIS.

KCRA will provide its Mobile ID service for use by Marysville Police Officers and Custody staff, allowing AFIS search capability at KCRA, the Western Identification Network (WIN), which includes Washington State arrest records, and the FBI’s Repository for Individuals of Special Concern (RISC). The purpose of this Agreement is to establish the terms under which the Mobile ID service will be used.

The cost of \$2475.00 covers the purchase of two Mobile ID Devices at \$1150 each and a post warranty service of \$175 per year. There is no additional cost associated with KCRA’s services.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor or sign and execute; The MOA between King County Regional Fingerprint Identification System and Marysville Police Department.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute _____.</p>
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MEMORANDUM OF AGREEMENT

BETWEEN

King County Regional Automated Fingerprint Identification System (AFIS),
a regional program of King County and under the administration of the
King County Sheriff's Office, hereinafter referred to as "KCRA",

AND

Marysville Police Department, hereinafter
referred to as "AGENCY".

FOR THE USE OF

Remote Electronic Fingerprint Capture Equipment by law enforcement personnel in the field to perform a quick two-fingerprint search hereinafter referred to as "Mobile ID".

THE PURPOSE OF THIS AGREEMENT is for KCRA to provide its Mobile ID service for use by AGENCY Officers.

WHEREAS, KCRA has proven to be an effective crime-fighting service in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS, Since January 1, 2013, the County has continued to provide effective AFIS services to public law enforcement agencies within King County, through a voter approved six (6) year levy, as authorized by King County Ordinance No. 17381;

WHEREAS, Mobile ID has been a proven tool in assisting law enforcement to help identify subjects while in the field;

WHEREAS, AGENCY wishes to use the KCRA Mobile ID service to assist in the identification of subjects within its jurisdiction;

NOW, THEREFORE, the parties hereto agree as follows:

KCRA will provide its Mobile ID service for use by AGENCY officers, allowing AFIS search capability at KCRA, the Western Identification Network (WIN), which includes Washington State arrest records, and the FBI's Repository for Individuals of Special Concern (RISC). The purpose of this Agreement is to establish the terms under which the Mobile ID service will be used.

The goals of this Agreement are to:

- Protect the community by assisting law enforcement in identifying potentially wanted or dangerous subjects before they are released from custody.
- Protect law enforcement officers by providing information important to officer safety prior to the release of detained individuals.

Mobile ID is defined as: mobile electronic fingerprint capture equipment (software and hardware) used to obtain prints from two fingers for purposes of searching AFIS to determine an individual's identity. These fingerprints are not stored in AFIS.

I. CONTRACT ADMINISTRATION

This Agreement shall be administered by KCRA through the Regional AFIS Manager or designee and the AGENCY HEAD or designee. Each Party shall approve this Agreement. Each Party shall inform the other within thirty (30) days of this Agreement's execution of its respective contract administrator.

II. GENERAL TERMS AND CONDITIONS

- A. KCRA, in its sole discretion, will determine whether AGENCY is allowed to connect to its Mobile ID service.
- B. AGENCY has or will purchase its own Mobile ID equipment and software and will configure it for use with the KCRA Mobile ID service.
- C. Mobile ID shall be used exclusively for biometric purposes.
- D. Statistics or any information that is pertinent to the use of the Mobile ID service may be requested by the King County Regional AFIS Manager or designee, and will be submitted by AGENCY as needed.
- E. AGENCY shall cooperate with the FBI if contacted through a post-processing review of a Mobile ID match in its database.
- F. KCRA may remove any AGENCY employee's rights to access the Mobile ID service at any time, for any reason.
- G. AGENCY will comply with all applicable Mobile ID requirements as detailed in attached Exhibit A. The Regional AFIS Manager may revise these requirements at any time. Any revised requirements will be provided to AGENCY and automatically incorporated as a new Exhibit A to this agreement. No approval process will be required to amend the Exhibit A.
- H. AGENCY will comply with either the original or an alternative version of KCRA's Biometric Handheld Fingerprint Identification Policy. Copies of these policies are attached in Exhibit B. The Regional AFIS Manager may revise the policies at any time. Any revised policy will be provided to AGENCY and automatically incorporated as a new Exhibit B to this agreement. No approval process will be required to amend the Exhibit B.

III. AGENCY LIAISONS AND TRAINING

- A. AGENCY shall assign at least one (1) Liaison.
- B. AGENCY Liaisons are responsible to be the main point of contact for Mobile ID topics, work with KCRA to schedule AGENCY staff to install the Mobile ID software, schedule staff training, and conduct system testing.

- C. All AGENCY Liaisons are required to attend training in the proper use of and the administrative functions of Mobile ID. Training shall be provided by the KCRA designated Trainer.
- D. All AGENCY Mobile ID Operators are required to attend KCRA provided training in the proper use of Mobile ID by the KCRA designated Trainer.

IV. INSTALLATION AND MAINTENANCE

- A. Costs paid by KCRA
 - The only costs to KCRA would be staff time.
- B. Costs paid by AGENCY
 - 1. Any internal infrastructure that may be necessary to connect AGENCY to the King County Network. This infrastructure may include a Local Area Network, or other equipment;
 - 2. Cost of integrating any AGENCY system to Mobile ID;
 - 3. KCRA Training sessions conducted outside of King County.
- C. AGENCY may have an agreement with the Mobile ID contractor for maintenance services and will contact said contractor directly for service calls. KCRA does not provide maintenance for contractor services.
- D. KCRA shall act as the point of contact for any questions or service calls from AGENCY regarding connectivity issues inside the King County network. KCRA shall have a contact person available twenty-four (24) hours a day, seven (7) days a week.
- E. AGENCY shall promptly notify KCRA of any error, defect, or nonconformity in the Mobile ID service.
- F. Any local system or network change that would affect the King County network must be reviewed by KCRA prior to implementation.
- G. AGENCY shall provide and maintain the network required to submit electronic fingerprint transmissions, in compliance with the Security Policy as described in Exhibit A.

V. DURATION, TERMINATION AND AMENDMENT

- A. This Agreement shall become effective when it is signed by both Parties.
- B. This Agreement shall continue in full force and effect from year to year unless modified or terminated in accordance with the terms of this Agreement.
- C. This Agreement may be terminated or suspended by either Party without cause, in whole or in part, by providing the other Party's administrator, as described in Section I, thirty (30) days advance written notice of the termination.
- D. If KCRA or other funding is withdrawn, reduced, or limited in any way, KCRA may, upon written notification to the AGENCY administrator, as described in Section I, terminate or

suspend this Agreement in whole or in part and such termination or suspension may take place immediately.

- E. This Agreement shall terminate without penalty in the event that, in the opinion of KCRA, AFIS levy proceeds are, for whatever reason, no longer available for purposes of this Agreement.
- F. As described in Section II, changes to Exhibit A or B may be made by the Regional AFIS Manager. All other amendments to this Agreement must be agreed to in writing by the Parties.

VI. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. In no event will King County be liable for loss of data, loss of use, interruption of service, incompleteness of data and/or for any direct, special, indirect, incidental or consequential damages arising out of this Agreement or any performance or non-performance under this Agreement.
- B. Except where prohibited by law, AGENCY shall indemnify, defend and hold harmless King County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages arising out of or in any way relating to the AGENCY's installation, maintenance or use of King County's Mobile ID equipment or service, including any claimed violation of any person's civil rights except for injuries or damages caused by the negligence or willful misconduct of King County, its officers, or employees. The foregoing indemnity is specifically and expressly intended to constitute a waiver of AGENCY's immunity under Washington's Industrial Insurance act, RCW Title 51, as respect to King County only, and only to the extent necessary to provide King County with a full and complete indemnity of claims made by AGENCY employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event that any suit based upon such a claim, action, loss, or damage is brought against King County, AGENCY shall defend the same at its sole cost and expense; provided, that, King County retains the right to participate in said suit at its own expense if any principle of governmental or public law is involved; and if final judgment be rendered against King County and its officers, agents, and employees, or any of them, or jointly against King County and AGENCY and their respective officers, agents, and employees, or any of them, AGENCY shall satisfy the same.
- C. King County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of AGENCY, its employees, contractors or others by reason of this Agreement.
- D. AGENCY shall protect, indemnify and save harmless King County, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) AGENCY's failure to pay any compensation, wage, fee, benefit or tax, and (2) the supplying to AGENCY of work, services, materials or supplies by AGENCY employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.
- E. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

VII. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement may be instituted only in King County Superior Court.

VIII. DISPUTES

The Parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both Parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

IX. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

X. ENTIRE AGREEMENT

No change or waiver of any provision of the Agreement shall be valid unless made in writing and executed in the same manner as this Agreement. Except as to modifications to Exhibits A & B, each Party shall approve any amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, between the Parties with respect to the subject matter hereof.

The parties to this Agreement have executed this Agreement as of the last date written below.

KING COUNTY REGIONAL AFIS	MARYSVILLE POLICE DEPARTMENT
_____ Signature	_____ Signature
_____ Printed Name of Person Signing	_____ Printed Name of Person Signing
_____ Title of Person Signing	_____ Title of Person Signing
_____ Date Signed	_____ Date Signed

EXHIBITS:

A: FP Equipment Requirements

B: Biometric Handheld Fingerprint Identification Policy

EXHIBIT A

MOBILE ID REQUIREMENTS

I. TECHNICAL

AGENCY must provide the proper environment for the Mobile ID software, to include:

- A. The Mobile Data Terminal (MDT) or patrol vehicle mounted laptop with Windows 10 64-bit (or newer) operating system with unique logon credentials for each user.
- B. The coordination of AGENCY IT staff, when needed, to ensure networking and other technical requirements are met to utilize the system.

AGENCY must satisfy one of the following:

- A. The patrol vehicle must be a physically secure location according to current Criminal Justice Information Services Security Policy, or;
- B. The MDT/laptop must have multifactor authentication configured, with the second authentication done at Windows logon.

AGENCY shall report any Mobile ID issues to the Service Request Line (206-263-2777) or the AFIS IT mailbox (AFISITHelp@kingcounty.gov).

II. SECURITY

A. Roles and Responsibilities

AGENCY is responsible for establishing appropriate security control.

AGENCY shall provide security awareness briefing to all personnel who have access to the KCRA Mobile ID system.

B. Monitoring

All access attempts are logged and/or recorded and are subject to routine audit or review for detection of inappropriate or illegal activity.

C. Physical Security

AGENCY must assume responsibility for and enforce the system's security standards with regard to AGENCY and users it services. AGENCY must have adequate physical security to protect against any unauthorized access to Mobile ID at all times.

EXHIBIT B

**BIOMETRIC HANDHELD FINGERPRINT IDENTIFICATION POLICY
King County Regional Automated Fingerprint Identification System (AFIS)**

I. PURPOSE

To provide direction for the use of the biometric handheld fingerprint identification devices, more commonly known as a mobile identification device or Mobile ID. If an agency wishes to adopt its own or deviate from this policy, the agency must present its request to the Regional AFIS Manager.

II. PROGRAM

King County's regional AFIS program has initiated a Mobile ID project, involving the use of wireless remote fingerprint identification throughout the county. The project is designed to assist in identifying persons whose identities are in question. While the fingerprint verification process already exists in King County, Mobile ID moves this function to law enforcement first responders, resulting in a more timely identification process.

The system scans the fingerprints at the Mobile ID device and transmits wirelessly to the King County AFIS. If the fingerprints are in the AFIS database, a positive match returns the person's specific identifiers to the Mobile ID device or officer's mobile computer.

A simultaneous search may also be conducted to search Washington State Patrol's AFIS database and an FBI database known as the Repository for Individuals of Special Concern (RISC).

- A. Only officers trained by AFIS program staff and operating under the guidelines of the Mobile ID project may use the device.
- B. In the event that lack of usage by the assigned officer is a concern, the AFIS program will communicate with the agency and provide retraining and/or direct a reassignment of the device.
- C. Any use of the device not consistent with this policy and/or law enforcement purposes may result in reassignment or forfeiture of the device, and/or a deactivation of access to the AFIS database. Additionally, any violation of the Mobile ID policy/procedure, or of federal or state law, may subject the officer to internal discipline by his/her agency.

III. PROCEDURE

The use or retention of any Mobile ID-collected data shall conform to federal and state laws. It must also conform to individual agency policy as well as the AFIS program procedure as follows:

- A. An officer may use Mobile ID when there is probable cause to arrest a suspect.
- B. An officer may use Mobile ID during a Terry Stop based upon reasonable suspicion. If a person provides a driver's license or other valid means of identification, or gives the officer a name that can be confirmed through a driver's license check, that form of identification should suffice without the use of Mobile ID. However, if there are articulable facts that give rise to reasonable suspicion regarding the accuracy of a person's identity, the officer may use Mobile ID to verify identity.
- C. Absent probable cause or reasonable suspicion of criminal activity, a person may consent to an officer's request to use Mobile ID. However, the consent must be voluntary as defined by current Washington case law; i.e., the person must be informed that he/she has a right to refuse the officer's request.

EXHIBIT B


- D. An officer may use Mobile ID as part of a community caretaking function to identify a person when:
1. The person is unable to identify himself/herself because they are deceased, unconscious, physically injured, intoxicated (drugs or alcohol), or suffering from a mental illness or dementia (for instance, Alzheimer's walk-away patient); and
 2. The officer does not find any identification; and
 3. The officer takes the person into protective custody (for example, under RCW 70.96.120(2) (alcohol), RCW 71.05, 71.34 (mental health), or similar statutes, or to render aid such as having the person transported to the hospital, or to identify and protect an elderly dementia person who is lost.
- E. Use of the device shall be documented in any report generated as a result of the contact. The officer must articulate the specific facts that support the basis for the use of Mobile ID and must state the voluntary compliance of the Mobile ID if used without arrest, probable cause, or reasonable suspicion.

Index #16

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 07/26/2021

AGENDA ITEM:	
SMART TEAM Agreement to Participate	
PREPARED BY:	DIRECTOR APPROVAL:
Chief Erik Scairpon	 7-16-21
DEPARTMENT:	
Police	
ATTACHMENTS:	
Yes	
BUDGET CODE:	AMOUNT:
	0.00
SUMMARY: The Marysville Police Department has agreed to participate with the Snohomish County Multiple Agency Response Team, known as SMART. This participation allows the Marysville Police Department to be included when investigating major crimes related to police agency employees. There are no dollars associated with this partnership.	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute the SMART Team Agreement so that Marysville Police can participate with the Team.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the SMART Team Agreement so that Marysville Police can participate with the Team.

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to document, by written agreement, the parties' intent to operate an independent investigation team, as defined in WAC 139-12-020, pursuant to the April 2020 SMART Protocol.

CITY OF ARLINGTON POLICE
DEPARTMENT:

Date

CITY OF BOTHELL POLICE
DEPARTMENT:

Date

CITY OF BRIER POLICE
DEPARTMENT:

Date

TOWN OF DARRINGTON POLICE
DEPARTMENT:

Date

CITY OF EDMONDS POLICE
DEPARTMENT:

Date

CITY OF EVERETT POLICE
DEPARTMENT:

Date

CITY OF GRANITE FALLS
POLICE DEPARTMENT:

Date

CITY OF GOLD BAR POLICE
DEPARTMENT:

Date

TOWN OF INDEX POLICE
DEPARTMENT:

Date

CITY OF LAKE STEVENS
POLICE DEPARTMENT:

Date

CITY OF LYNNWOOD POLICE
DEPARTMENT:

_____ Date

CITY OF MARYSVILLE POLICE
DEPARTMENT:

_____ Date

CITY OF MILL CREEK
POLICE DEPARTMENT:

_____ Date

CITY OF MONROE POLICE
DEPARTMENT:

_____ Date

CITY OF MOUNTLAKE TERRACE
POLICE DEPARTMENT:

_____ Date

CITY OF MUKILTEO POLICE
DEPARTMENT:

_____ Date

CITY OF STANWOOD POLICE
DEPARTMENT:

_____ Date

SNOHOMISH COUNTY SHERIFF'S
OFFICE:

_____ Date

CITY OF SULTAN POLICE
DEPARTMENT:

_____ Date

TOWN OF WOODWAY POLICE
DEPARTMENT:

_____ Date

SMART



Protocol



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DEFINITIONS

Best practices

For the purpose of this protocol, best practices are defined as methods, techniques, and procedures that have consistently shown by research and experience to produce superior results and are established or proposed as a standard, suitable for widespread adoption in the law enforcement profession.

Completed investigation

The final work product of the IIT for the purpose of informing the prosecuting attorney's charging decision. An independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies.

Conflicts of Interest

Within seventy-two hours of the commencement of each investigation, investigators and nonlaw enforcement community representatives, must complete a "conflict of interest" assessment tool regarding any connection to the officers being investigated. The assessment (created by WSCJTC) will include questions about prior interactions or relationships with officers being investigated, and will address social conflict, work conflict, and bias. The conflict assessment will be reviewed and discussed by the nonlaw enforcement community representatives and the IIT commander. (The conflict of interest assessments for investigators and nonlaw enforcement community representatives will be developed at the March 2020 summit and adopted by the commission at the June 2020 meeting).

Deadly force

As set forth in RCW 9A.16.010, "deadly force" means the intentional application of force through the use of firearms or any other means reasonably likely to cause death or serious physical injury.

Evanescent evidence – Physical evidence that may be degraded or tainted by human or environmental factors if left unprotected or un-preserved for the arrival of the independent investigative team (IIT); identification and contact information for witnesses to the incident; photographs and other methods of documenting the location of physical evidence and location/perspective of witnesses.

Good faith standard – As set forth in RCW 9A.16.040, "good faith" is an objective standard which shall consider all the facts, circumstances, and information known to the officer at the time to determine whether a similarly situated reasonable officer would have believed that the use of deadly force was necessary to prevent death or serious physical harm to the officer or another individual."

Great bodily harm

As set forth in RCW 9A.04.110, "great bodily harm" means bodily injury which creates a probability of death, or which causes significant serious permanent disfigurement, or which causes a significant permanent loss or impairment of the function of any bodily part or organ.

Independent investigative team (IIT)

A team of qualified and certified peace officer investigators, civilian crime scene specialists, and at least two non-law enforcement community representatives who operate completely independent of any involved agency to conduct investigations of police deadly force incidents. An IIT is created when multiple law enforcement agencies enter into a written agreement to investigate police use of deadly force incidents in their geographical regions. A single law enforcement agency may fulfill the independent investigative function, provided it is not the involved agency.

Initial incident response

This is the period in time immediately following a police use of deadly force incident, and prior to the arrival of the IIT, when involved agency personnel on scene and other first responders immediately take actions to render the scene safe and provide or facilitate life-saving first aid to persons at the scene who have life threatening injuries.

Involved agency

The agency that employs or supervises the officer(s) who used deadly force. There can be more than one "involved agency."

Law enforcement employee

This Protocol applies to employees and to certain other people affiliated with the law enforcement agencies that are members of the SMART agreement, as follows:

- Full-time, part-time, and hourly sworn and unsworn law enforcement personnel, whether on-duty or off-duty.
- Reserve law enforcement personnel who are on-duty or who are acting actually, apparently, or purportedly for a law enforcement purpose at the time of the incident.
- Temporary employees and volunteers, whether paid or unpaid, who are on-duty or who are acting actually, apparently, or purportedly for a law enforcement purpose at the time of the incident.

Law enforcement-involved fatal or Great bodily or Substantial bodily harm incident

An incident in which a Member Agency Law Enforcement Employee is a Subject Officer and

- That incident results in a fatality or Great bodily or Substantial bodily harm to another party or
- An incident in which a law enforcement officer is the recipient of a Great bodily or Substantial bodily harm or is killed.

Member Agency

Each of the agencies that enters into a written agreement to investigate police use of deadly force in their geographical region.

Necessary

As set forth in RCW 9A.16.010, "necessary" means that no reasonably effective alternative to the use of force appeared to exist and that the amount of force used was reasonable to effect the lawful purpose intended.

Peer support

The employer agency may provide Peer Support to their law enforcement employee(s), subject to the employer agency's Peer Support policy (RCW 5.60.060) and consistent with SMART Protocol and SMART Administrative Guidelines.

Prosecutor's review

The period of time when the IIT presents a completed investigation to the prosecutor, who then reviews all the facts and makes a charging decision.

Proximate cause

A cause which, in a natural and continuous sequence, produces the serious injury or fatality, and without which cause the injury or fatality would not have occurred.

Subject officer

A Law Enforcement Employee whose use of force is reasonably believed to be a "proximate cause" of great bodily or substantial bodily injury or death to another person.

Substantial bodily harm

As set forth in RCW 9A.04.110, "substantial bodily harm" means bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the function of any bodily part or organ, or which causes a fracture of any bodily part.

MISSION: TO PROVIDE EXPERT INVESTIGATIVE AID TO ALL PARTICIPATING LAW ENFORCEMENT AGENCIES

I. PURPOSE OF THE INDEPENDENT INVESTIGATION TEAM (IIT)

In 2015 the U.S. Department of Justice issued a final report from the 21st Century Task Force on Policing. A core focus of that report addressed strategies for improving relationships, increasing community engagement, and fostering cooperation. The report recommended clear and comprehensive policies on the use of force, training on the importance of de-escalation, crisis intervention and mental health, the provision of first aid, and recommended external and independent investigations in officer involved shootings resulting in injury or death.

Initiative 940 and SHB 1064 incorporated those recommendations and these WACs implement the requirement of an independent investigation that is completely independent of the involved agency. The goal of this requirement is to enhance accountability and increase trust to improve the legitimacy of policing for an increase in safety for everyone.

Ultimately, this is about the sanctity of all human life; the lives of police officers and the lives of the people they serve and protect. The preservation of life should be at the heart of American policing. RCW 9A.16.040 provides a legal justification for officers whose use of deadly force meets the "good faith" standard. RCW 10.114.011 requires that where the use of deadly force by a peace officer results in death, substantial bodily harm, or great bodily harm an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies. The independent investigation is conducted in the same manner as a criminal investigation and state law requires an "independent investigation" completely independent of the involved agency. SMART and IIT will be used interchangeably throughout the document.

II. GOAL OF THE INDEPENDENT INVESTIGATION TEAM (IIT)

The Snohomish County Multi Agency Response Team (SMART) is an independent investigative team (IIT) as defined in WAC 139-12-020. SMART is a team of qualified and certified peace officer investigators, civilian crime scene specialists and non-law enforcement community representatives who operate completely independent of any involved agency to conduct investigations of police deadly force incidents.

SMART conducts all operations in accordance with five principles that are fundamental to enhancing public trust in the integrity of independent investigations involving police use of deadly force:

- Independence
- Transparency
- Communication
- Credible process
- Credible investigators

Standards are necessary for the involved agency and the public to assess whether the actions taken by the IIT are independent, transparent, credible, and communicated in a manner that results in a compliant and complete investigation and builds public trust.

At the direction of the IIT commander, IIT personnel may be called upon to conduct investigations not related to police use of deadly force. (Example – Mass causality shooting).

IIT such as SMART allows agencies to maximize the availability and sharing of the latest technological equipment and techniques and consolidate and share the skills of the most experienced supervisors and investigators. This allows SMART to conduct thorough investigations in as timely a fashion as is feasible under the circumstances.

Independence is essential to the integrity and objectivity of the investigation. Maintaining independence is achieved through compliance with rules and regulations designed to prohibit undue influence, and the appearance of undue influence, by the involved agency in the investigation.

III. BOARD OF DIRECTORS

The Board of Directors of SMART shall consist of six (6) members appointed by the Snohomish County Sheriff and Police Chief's Association ("SCSPCA") as follows:

- The Snohomish County Sheriff (or representative)
- The Everett Police Chief (or representative)
- The Snohomish County Commander of the Washington State Patrol (or representative)
- A Chief of Police (or representative) from municipalities from North County (Arlington, Lake Stevens, or Marysville,).
- A Chief of Police (or representative) from municipalities from Southeast County (Monroe, Mill Creek, Bothell).
- A Chief of Police (or representative) from municipalities from Southwest County (Brier, Edmonds, Lynnwood, Mountlake Terrace, or Mukilteo).

Representatives of the Snohomish County Prosecutor's Office and the Snohomish County Medical Examiner's Office are included on the Board as non-voting advisors. For voting purposes, three (3) Board Members shall constitute a quorum. Each voting member shall serve a two (2) year term. The terms shall be staggered to provide continuity of membership. Board members may be selected to serve additional two (2) year terms without limitation.

The Chairman of the Board of Directors shall be elected by the Board at an annual meeting to be held in January of each year. The primary purpose of the meeting will be to receive a comprehensive report from the SMART Commander concerning activities of SMART over the past year, address issues pertaining to the operation and support of the Team, and address changes to the SMART Protocol. Special meetings may be called at any time by the Chairman of the Board. Special meetings may also be requested by the SMART Commander.

IV. TEAM MEMBERS / RESPONSIBILITIES

TEAM COMMAND

In order to ensure appropriate independent investigations are managed properly, Team Command will consist of a cadre of three commissioned investigative personnel. These personnel must hold the rank of Captain, Commander or commensurate rank from a participating SMART agency and be selected by the chiefs and sheriffs (SCSPCA). Each of the leaders will be assigned as Team Commander of SMART for one calendar year on a rotational basis. When not acting as Team Commander, the leaders will act as Assistant Team Commanders.

During their assignment, the Team Commander has the overall responsibility to manage and coordinate assigned incidents as well as ensure the readiness and training of the Team. The SMART Commander reports to the Board of Directors.

ASSISTANT TEAM COMMANDERS

The Assistant Commanders have a responsibility to manage and coordinate assigned incidents in the absence of the Team Commander. The Assistant Team Commanders report to the Team Commander. The Assistant Team Commanders shall not be from the same agency as the Team Commander.

ADMINISTRATIVE MANAGERS

The Administrative Managers shall be members of the SMART Team and hold the rank of a sergeant or above. The Administrative Manager shall be appointed by the Team Commander. The responsibilities of the Administrative Manager include oversight and assistance to Investigative Team Supervisors, arranging, coordinating, and documenting all training for the Team, maintaining records of Team call-outs, maintaining the Team personnel records/roster and equipment inventory, managing the financial transactions/records of the Team, and preparing the annual SMART Report. The Administrative Managers may act as the Team Commander in the absence of the Team Commander and Assistant Commanders or may be designated as such in the event Team Command has members involved in the same incident that is subject of investigation.

INVESTIGATIVE TEAM SUPERVISORS

- Investigative Team Supervisors shall have the rank of Sergeant and shall be assigned by the Team Commander to respond to and supervise the incident. In acknowledgement of the resources and experience of these agencies, one (1) Sergeant should be from the Everett Police Department Major Crimes Unit and one (1) Sergeant should be from the Snohomish County Sheriff's Office Major Crimes Unit. The team will have up to four additional sergeants available to fill the role of an Investigative Team Supervisor. If an additional supervisor(s) is needed the Team Commander shall designate an acting supervisor from within SMART.
- At the direction of the Team Commander, Investigative Team Supervisors shall respond to and take direct charge of the crime scene investigation. When multiple Investigative Team Supervisors are required, one Supervisor will be designated as the Lead.

- In the event multiple agency members are involved in the same incident that is subject of investigation, and to ensure an independent investigation, the Team Supervisor will be appointed from a non-involved agency as the Lead.

INVESTIGATORS

Investigators shall be detectives selected through the IIT selection process. Investigators shall work in two or more person teams to complete specific investigatory tasks at the direction of an IIT supervisor.

At least one investigator assigned to every investigation shall be a qualified lead investigator as determined by WAC 139.12.

QUALIFIED LEAD INVESTIGATOR

To obtain an IIT qualified lead investigator certificate, candidates must:

- Provide proof of at least three years of uninterrupted experience as a certified peace officer, crime scene investigator, or related expertise in a discipline relevant to investigations.
- Provide proof of successful completion of the prescribed training classes (or appropriate equivalent experience):

Basic Training Classes

- Basic Homicide investigation
- Interviewing and interrogation
- LETCSA Violence de-escalation and mental health training

Note: IIT Members with two years or more of relevant, full-time criminal investigative work experience may substitute their work experience for the required Basic (Investigation) Training classes. They are still required to attend the LETCSA Training.

EVIDENCE TECHNICIANS

The Evidence Technicians shall help with documenting evidence, collecting evidence, packaging evidence, transporting evidence, data collection and other duties assigned.

NON-LAW ENFORCEMENT COMMUNITY REPRESENTATIVES

A minimum of two (2) Non-Law Enforcement Community Representatives will be assigned to each IIT in the following aspects:

- Participate directly in the vetting, interviewing and/ or selection of IIT investigators. (Existing teams will have until January 2021 to provide necessary information about the qualifications of current IIT investigators to the non-law enforcement community representatives for review).
- Review conflict of interest statements submitted within 72 hours of the commencement of each investigation by the investigators.
- Be present at the briefings with the involved agency(s) chief or sheriff.
- Have access to the investigation file when it is completed
- Be provided a copy of all press releases and communication to the media prior to release; and
- Review notification of equipment use of the involved agency,

The non-law enforcement community representatives must sign a binding confidentiality agreement at the beginning of each police use of deadly force investigation that remains in effect until the prosecutor of jurisdiction either declines to file charges or the criminal case is concluded. The binding confidentiality agreement also includes any civil cases that may arise.

Note: If the confidentiality agreement is violated, the nonlaw enforcement representative may be subject to prosecution under RCW 9A.76.020 (Obstructing a law enforcement officer) and chapter 10.97 RCW, Washington State Criminal Records Privacy Act. For the purpose of this chapter, "criminal background information" is the same as "criminal history information" as defined in RCW 10.97.030(4).

LIAISON ASSIGNMENTS

In all investigations, an IIT member will be assigned as a liaison:

A family member of the person against whom deadly force has been used will be notified as soon as they can be located by either the involved agency or the IIT, whichever is faster.

- A member of the IIT will be assigned as a family liaison within the first twenty-four hours and keep the family, or a representative of the family's choice, apprised of all significant developments in the independent investigation and will give the family and the involved agency advance notice of all scheduled press releases.
- If the person against whom deadly force is used, or is believed to be a member of a federally recognized tribe:
 - The involved agency will notify the governor's office of Indian affairs (GOIA) in accordance with RCW 10.114.021.
 - A member of the IIT will be assigned as a tribal liaison within the first twenty-four hours and keep the tribe (or a representative of the tribe's choice) apprised of all significant developments of the investigation.

OTHER SPECIALIZED INVESTIGATIVE RESOURCES

Specialized equipment belonging to the involved agency may not be used by the IIT unless:

- 1 - No reasonable alternative exists;
- 2 - The equipment is critical to carrying out the independent investigation; and
- 3 - The use is approved by the IIT commander.

If the equipment is used, the non-law enforcement community representatives on the IIT must be notified about: 1 - why it needs to be used; and 2 - the steps taken to appropriately limit the role of any involved agency personnel in facilitating the use of that equipment.

BILLETS

- Team Command (3)
- Administrative Managers (minimum of 2)
- Supervisors (up to 6)
- Investigators (up to 34)

- Prosecutors (up to 3)
- Evidence Technicians (up to 7)
- Non-Law Enforcement Community Representative (minimum of 2)
- Public Information Officer (up to 4)

The number and distribution of billets on SMART may only be modified by the SMART Board of Directors.

V. ACTIVATION – STANDARDS FOR AN INVESTIGATION COMPLETELY INDEPENDENT OF THE INVOLVED AGENCY

Once the involved agency personnel and/or other first responders have rendered the scene safe and provided or facilitated lifesaving first aid to persons at the scene who have life-threatening injuries, the involved agency will immediately call the IIT. Then the primary focus of the involved agency shifts to the protection and preservation of evanescent evidence in order to maintain the integrity of the scene until the IIT arrives.

- A Chief of Police, or the Sheriff, or his/her designee, shall make the request for the IIT via their dispatch center (Sno911).
- The dispatch center shall contact the IIT Commander per IIT call-out instructions.
- The IIT Commander shall assign a Supervisor as the Lead Supervisor. The Lead Supervisor shall be responsible for determining how many investigators will be needed and will initiate the team callout.

Once the IIT arrives, and the IIT commander has the appropriate resources on scene, the involved agency will relinquish control of the scene to the IIT. (The involved agency can remain on scene as a uniformed presence, to ensure the safety and security of the IIT investigators).

No member of the involved agency may participate in any way in the investigation of police use of deadly force conducted by the IIT.

Note: All officer-involved use of lethal force-based investigations will be conducted in accordance with WAC 139.12

VI. AUTHORITY

Once the IIT Commander has authorized the activation of IIT to investigate an incident as requested by the Involved Agency representative and/or the Employing Agency, the IIT Commander shall have sole and exclusive authority concerning the investigation of the incident.

- The IIT commander must create and enforce firewalls, which is a process to prevent information sharing between the IIT from the involved agency, and train all team members to observe them to ensure no member of the IIT receives any compelled statements of the involved officer(s) or any investigative content that was informed by such compelled statements.
- The firewall system and training must ensure that the involved agency is affirmatively advised not to furnish "prohibited content" to the IIT.

VII. INVOLVED AND/OR EMPLOYER AGENCY RESPONSIBILITIES

- The Involved and/or Employer Agency shall be part of the IIT agreement
- The Involved Agency shall render the scene safe and provide for or facilitate lifesaving first aid.
- The Involved and/or Employer Agency shall immediately make the initial request for IIT.
- Involved
- The Involved and/or Employer Agency shall make all department personnel available to the IIT in accordance with WAC 139-12.
- Involved Agency indemnification shall be in accordance with the Washington State Mutual Aid Peace Officers Powers Act.
- The Involved and/or Employer Agency shall be responsible for all reasonable investigative expenditures. (Unexpected expenditures maybe at the cost of the involved agency).
- The Involved Agency will coordinate appropriate security measures with the IIT Commander and bear the costs of security until the suspect is available for booking.
- The Involved and/or Employer Agency shall make all documents, reports, and information available to IIT in accordance with federal and state law.

VIII. COSTS

Each Member Agency shall be responsible for their employees' wages and associated costs. Any non-routine costs must be approved by the Involved and/or Employer Agency head prior to incurring the costs and, upon said approval, shall be the responsibility of the Involved Agency.

IX. EVIDENCE STORAGE

All evidence shall be stored under the control of a non-involved IIT partner agency. In acknowledgement of the resources and experience of the Everett Police Department and the Snohomish County Sheriff's Office, priority consideration should be given to utilizing these agencies' Property Rooms, unless one or both agencies have officers involved in the use of lethal force. The Involved and/or Employer Agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.

X. CASE FILES

- All original reports, statements, and other documentation shall be written under one case number provided by Sno911 to the IIT at the time of the callout. Once completed, those reports, statements, and any other documentation shall be turned over to the designated IIT supervisor for review and approval. The IIT supervisor will send a copy of any approved reports to the IIT lead investigator as soon as possible.
- All case file records shall be stored under the control of a non-involved IIT partner agency. In acknowledgement of the resources and experience of the Everett Police Department and the Snohomish County Sheriff's Office, priority consideration should be given to utilizing these agencies' Records Units, unless one or both agencies have officers involved in the use of lethal force.
- Copies of all case files shall be made available to the Involved agency upon completion of an IIT investigation.

XI. TEAM ADMINISTRATIVE RECORDS

Records shall be maintained of all Team activity including:

- Selection process
- Personnel history
- Call-out activity
- Team training

Note: A designated IIT Administrative Manager will be responsible for maintaining these team records.

XII. APPOINTMENT / SELECTION OF TEAM MEMBERS

Investigators assigned to an IIT are expected to have a work history free of a sustained finding of serious misconduct and/or a pattern of sustained complaints and a personal history free of demonstrable bias or prejudice against community members that may be impacted by the police use of deadly force.

Examples of disqualifying sustained misconduct and/or personal history include, but are not limited to:

- Discrimination of any type, based on protected classes identified under RCW 49.60.030(1).
- Theft, fraud, dishonesty, and abuse of authority including, but not limited to: Theft, falsifying an official police record or making a false statement, serious ACCESS (a centralized computer enforcement service system) violations, obtaining or disclosing confidential information, and excessive use of force.
- Dishonorable behavior including, but not limited to: harassment, bullying, aggressive or intimidating behavior, or threats of violence, including domestic violence.

Note: SMART members who experience a sustained finding of misconduct as described above and/or demonstrate a pattern of sustained complaints or demonstrable bias or prejudice against community members shall be removed without cause by the SMART Commander.

APPOINTED MEMBERS

- The chiefs and sheriffs (SCSPCA) who sign a written agreement to support and participate in the IIT shall appoint:
 - The IIT leadership team, which may include an IIT commander, assistant commander, or co-commander.
 - All IIT leadership shall be commissioned peace officer(s), with previous experience in criminal investigations.
 - The IIT supervisors shall be recommended by their agency to the IIT commander.
 - IIT Public Information Officers shall be appointed by the IIT Commander

Note: At least two nonlaw enforcement community representatives who have credibility with and ties to communities impacted by police use of deadly force. The chiefs and sheriffs (SCSPCA) of each regional team shall create a transparent process for soliciting names and creating a roster of individuals willing to serve in this capacity. The IIT community representatives must be chosen from this list by the chief(s) and/or sheriff(s).

SELECTION PROCESS FOR IIT MEMBERS

- The SMART Commander shall make written notification to the Sheriff and to the Police Chiefs of SMART agencies soliciting investigators for SMART.
- Ensure all applicants meet all time, rank, and training prerequisites described in chapter 139.12.030 4.c.v WAC.
- Ensure that qualified applicants are interviewed by a panel, which includes the non-law enforcement community representatives and other members of the IIT selected by the IIT commander.
- All applicants shall be interviewed using criteria pertinent for the position of an IIT investigator. The same questions should be asked of each applicant.
- At the conclusion of the panel the IIT commander shall consider the recommendations of the panel and select those best suited for the needs of the IIT.
- The SMART Commander shall notify the Chiefs and Sheriff (SCSPCA) of the outcome of the selection process prior to notification of the selected member(s).
- All applicants shall be advised by the SMART Commander, Assistant Commander or Administrative Manager of their performance during the selection process regardless of whether or not they were selected for the SMART.

REQUIREMENTS for IIT INVESTIGATORS

- Applicants for the position of investigator must be employed by a member agency of the IIT.
- The applicant shall be a commissioned peace officer in the state of Washington with previous experience as a detective or investigator, or have special skills or experience necessary for the team.
- Letter of recommendation from applicant's Chief /Sheriff or command level supervisor
- Commitment to attend quarterly training
- Willingness to be on call and reasonably available for call-outs

XIII. PERIODIC APPOINTMENT REVIEW – REMOVAL FROM TEAM

The chief or sheriff (SCSPCA) of a member agency, and the IIT commander shall review the appointment of their IIT members who have served three years for possible rotation or replacement.

Members of the IIT can be removed without cause by the SMART Commander. Commander approval is required for any member wishing to voluntarily depart from the team.

XIV. TRAINING

The credibility of an individual assigned to an IIT is grounded in two elements: Training and experience in criminal investigations. Since some IIT members were chosen because of their

experience in criminal investigations, it is important to clearly define expectations for both training and experience and acknowledge the relationship between those two elements.

IIT members who do not meet the training requirement are eligible to participate on the IIT, but not in a lead position.

Civilian IIT members (i.e. crime scene investigators, evidence technicians, etc.) are not required to obtain the qualified lead investigator certificate, but the IIT leadership shall establish reasonable noncommissioned training requirements through their IIT protocol.

The CJTC will issue an "IIT qualified lead investigator certificate" to ensure that those who are assigned to a lead investigator role for an IIT meet the training requirements listed below by the end of 2020.

To obtain an IIT qualified lead investigator certificate, candidates must:

- Provide proof of at least three years of uninterrupted experience as a certified peace officer, crime scene investigator, or related expertise in a discipline relevant to investigations.
- Provide proof of successful completion of the prescribed training classes, (or appropriate equivalent experience), listed in this chapter.

BASIC TRAINING CLASSES:

- Basic homicide investigation;
- Interviewing and interrogation;
- LETCSA Violence de-escalation and mental health training.

IIT members who have two years or more of relevant, full-time criminal investigative work experience may substitute their work experience for the required basic training classes. County sheriffs, police chiefs, and IIT commanders are encouraged to promote continuing education as a best practice for all members assigned to the IIT.

ADVANCED TRAINING CLASSES:

A minimum of eight hours of training annually may include, but is not limited to, the following criminal investigation topics:

- Advanced homicide investigation techniques;
- Advanced interviewing and interrogation;
- Officer-involved shooting investigation;
- In-custody death investigation;
- Excited delirium and positional asphyxia;
- Bloodstain pattern analysis;
- Crime scene photography/videography and

Other related training, seminars, and conferences or on-going training as offered by WSCJTC or other training venues on an as available basis.

IN-SERVICE TRAINING:

- All IIT members shall receive priority registration to LETCSA training, required homicide investigations training, and recertification every three years.
- The IIT shall train as a unit at least annually (8 hours).
- Team members are expected to attend training sessions. Team members may be excused from training with written approval from a command staff member from the detective's home agency. Written notification shall also be made to the SMART Commander.

XV. EQUIPMENT

SMART member agencies shall work together to ensure the IIT has the necessary equipment to conduct a major case investigation, supporting the mission and goals of the team. Agencies shall supply each team member with necessary investigative and safety equipment.

All investigators will be provided with a SMART jacket and polo, SMART Rain Gear (pants and Jacket) paid for by their agency, and which will be returned to a team supervisor upon an investigator's disassociation with the team.

XVI. INCIDENT DEBRIEFING / KEEPING AGENCIES INFORMED

- After an IIT activation, an incident debriefing for SMART investigators will be conducted as soon as practical. The debriefing will be scheduled by the SMART Commander. The debriefing will be facilitated by a SMART sergeant. The purpose of this debriefing is to review each investigator's involvement in the case and assign out any additional tasks that may be in need of completion.
- No information about the ongoing independent investigation of police use of deadly force will be shared with any member of the involved agency, except limited briefings given to the chief or sheriff of the involved agency about the progress of the investigation so that they can manage the internal administrative investigation and communicate with their community about the progress of the investigation.
- If the chief or sheriff of the involved agency requests that the IIT release the body cam video or other investigation information of urgent public interest, the IIT commander should honor the request with the agreement of the prosecutor of jurisdiction.
- After the SMART investigation has been completed and the file referred to the Prosecuting Attorney for review the SMART Commander will schedule a case overview meeting for the involved agency. This meeting is intended to brief the involved agency's command staff and legal department on what occurred during the incident, what investigative steps were undertaken as well as answer any questions that the involved agency may have with regards to the investigation. The lead investigator and supervisor will be responsible for presenting to the involved agency's command staff.

SMART Administrative Guidelines

I. INVOCATION OF THIS PROTOCOL

A. AUTOMATIC AND IMMEDIATE

Upon the occurrence of deadly force, Great bodily or Substantial bodily harm, this Protocol is effective upon the activation of the IIT. Such incidents may include, but are not limited to the following:

1. Intentional and accidental shootings, including police tactical incidents.
2. Vehicular collisions which result in great bodily or substantial bodily injury or fatality as that involve the use of vehicle(s) by police as a "legal intervention" technique intended to apprehend a suspect. "Legal Intervention" includes PIT maneuver, vehicle ramming, roadblocks, and forcing a vehicle to alter its course by cutting in front of it or by contact.
3. Vehicular collisions which involve great bodily or substantial bodily injuries or a fatality that occur during a police pursuit. The injury or fatality may be to the suspect, an officer or other third party.

B. OPTIONAL

1. Each Member Agency, when in the capacity of an Involved Agency or Employer Agency, may itself invoke this Protocol upon the occurrence of any sensitive or critical event involving a law enforcement employee which may have possible criminal liability attached. Upon this unilateral invocation, the matter will be investigated under the provisions of this Protocol. Examples are as follows:
 - a. A fatality, which is not covered by this Protocol.
 - b. A law enforcement-involved incident which is not fatal or the injuries are not serious.
 - c. Any other sensitive or critical event involving a law enforcement employee where criminal conduct is a possibility to be investigated.

C. SPECIAL DEPLOYMENT

1. While formed primarily to investigate officer-involved fatalities, the IIT may be deployed for non-officer involved incidents at the discretion of the SMART Commander.
 - Responses outside of Snohomish County for agencies not party to the SMART Agreement will be considered on a case by case basis.
 - Incidents similar in nature to a mass casualty shooting.

II. INVESTIGATION AGENCIES, FORMATS, AND RESPONSIBILITIES

To properly recognize and accommodate the various interests and the various rules of law which may be involved in any incident, investigations of these matters must be performed under two separate investigative formats: (A) The criminal investigation, to be conducted by the IIT, and (B) The administrative investigation, to be conducted by the Employer Agency.

A. THE CRIMINAL INVESTIGATION

1. Transparency is the critical element of procedural justice that allows community members to assess whether the process of the investigation is conducted in a trustworthy manner and complies with the standards for the five listed principles.
2. In order for investigations to be viewed as credible it is critical to demonstrate that the procedures followed are consistent, known to the public, and rooted in best practices for homicide investigations, with particular attention focused on those unique areas of evidence relevant to the officer's decision-making process. Equally important is the credibility of the investigators. Training, a history of ethical behavior, and demonstrated impartiality are critical to maintain confidence in the investigation.
3. The criminal investigation has investigative priority over the administrative investigation and it begins immediately after an incident has occurred. The criminal investigation is performed by the IIT.
 - a. To determine presence or absence of criminal liability on the part of those involved in the incident, specifically:
 - i. To determine whether the nature and the quality of the conduct involved is prohibited by statutes which provide for criminal penalties upon conviction; and
 - ii. If criminal conduct does exist, determine the identity of the person(s) responsible for that conduct; and
 - iii. If criminal conduct does exist, determine the degree of crime(s), the existence of any factual or legal defenses to that crime, and the presence or absence of any factors, which could mitigate or aggravate punishment for that crime.
 - b. To provide factual information to the Employer Agency's management for its internal use. While the criminal investigators do not direct their investigative attention to administration concerns, it is recognized that the criminal investigation's results are of interest to agency management for its internal use, and those results are fully available for that purpose unless otherwise prohibited by law.

III. SCENE SECURITY

Involved Agency Uniformed personnel may remain on scene to ensure the safety and security of the IIT investigators but will have no ability to enter the crime scene or partake in any of the investigation.

IV. SCENE PROCEDURES

- A. In order for investigations to be viewed as credible it is critical to demonstrate that the procedures followed are consistent, known to the public, and rooted in best practices for homicide investigations, with particular attention focused on those unique areas of evidence relevant to the officer's decision-making process. Equally important is the credibility of the investigators. Training, a history of ethical behavior, and demonstrated impartiality are critical to maintain confidence in the investigation.

Standards for a credible independent investigative process:

After life-saving first aid has been provided, members of the involved agency and other first responders at the scene will:

- Secure the incident scene and maintain its integrity until the IIT arrives.
 - The perimeter must be clearly marked and protected.
 - Evanescent evidence must be located and preserved, consistent with best practices published annually by the criminal justice training commission.
 - The independent investigation will follow accepted best practices for homicide investigations published and annually updated by the WSCJTC.
- B. If a person is transported to a hospital that has sustained Great bodily or Substantial bodily harm or is deceased, an officer should accompany that person in the same vehicle in order to:
1. Collect Evanescent evidence which must be located and preserved, consistent with best practices published annually by the criminal justice training commission.
 2. Obtain a dying declaration, spontaneous statement, statement of then-existing or previous mental or physical state.
 3. Maintain custody of the person if he/she has been arrested.
 4. Provide information to medical personnel about the incident as relevant to treatment and obtain information from medical personnel relevant to the investigation.
 5. Identify relevant people, including witnesses and medical personnel.
- C. Scene Access:
1. Access to the scene(s) shall be limited to IIT investigators
 2. IIT investigators shall establish a written log as quickly as possible to identify all persons entering the scene(s), the time of their entry and exit, and the reason for entry.
 3. When not needed for live-saving efforts, entry by fire and ambulance personnel should be restricted to the absolute minimum necessary to perform the needed duties.

4. Within seventy-two hours of the commencement of each investigation, investigators and nonlaw enforcement community representatives, must complete a "conflict of interest" assessment tool regarding any connection to the officers being investigated. The assessment tool (created by WSCJTC) will include questions about prior interactions or relationships with officers being investigated, and will address social conflict, work conflict and bias. The conflict assessment will be reviewed and discussed by the nonlaw enforcement community representatives and the IIT commander.
- D. If any type of weapon or instrument was involved in the fatal incident, the supervisor at the scene shall promptly see to the security and/or collection of such items following the below listed guidelines:
1. Responding supervisors/officers should not handle, remove, make safe, or secure any subject officer's weapons unless it is absolutely necessary. If the area is secure, loose weapons or instruments shall be left in place and undisturbed. See the definition for Evanescent Evidence.
 2. If the area is not secure, the supervising officer at the scene shall decide whether the items can be safely left in place or whether prompt removal is necessary. If such items must be moved or removed for protection, they should be photographed in place prior to removal if possible.
 3. If a Subject Officer still has personal possession of a weapon he/she used in the incident, it is acceptable for the Subject Officer to maintain custody and control of the weapon (handgun) on their person during this period of time, as long as an uninvolved officer/investigator is assigned to stay with the Subject Officer to ensure the weapon is not altered. This procedure shall be adhered to until IIT investigators are available to properly document the Subject Officer's outer appearance and condition of the weapon prior to collecting it.
 4. If the responding supervisor/officer for any reason determines the need to take possession of a Subject Officer's weapon or instrument prior to IIT investigators' arrival, the weapon should be photographed and documented in the condition it was found prior to being removed from the Subject Officer. The supervisor/officer should make note of the weapon's general description and condition, the appearance and location of any trace evidence adhering to it, and where the weapon or instrument was first observed by the supervisor/officer.
 5. In firearms cases, the supervising officer will also make note of whether the firearm is cocked, has its safety "on" or "off," has its hammer back, any apparent jamming of either fired or unfired ammunition, the location and position of the weapon's magazine (i.e., fully or partially inserted, completely separate from the firearm, missing, etc.), to the extent possible without removal of the weapon from its holster.
 - a. If the mechanism of a firearm is obviously jammed, no attempt shall be made to unload the weapon or clear the jam.
 - b. If the firearm is cocked (or if a semi-automatic pistol cannot be determined to be cocked or not), the safety may be put "on" by the supervising officer, who

must make note of that fact. If the firearm's hammer is back, it may be lowered, but note must be made of that fact.

6. Any officer receiving a weapon or instrument from another person or obtaining it otherwise shall note its serial number if readily visible without removing the weapon from its holster or otherwise compromising physical evidence and shall otherwise maintain the chain of evidence.
7. Whenever possible, involved "long weapons" shall be secured in a vehicle at the scene.
8. All collected weapons or instruments shall be transferred to the IIT investigators upon their arrival, along with the information required in this section.
9. Firearms that do not need to be retained in evidence, as determined by the IIT investigators, will be returned to a designated representative of the Employer Agency promptly after testing has been completed. The IIT investigators recognize that prompt return of officers' handguns is important and will return them as soon as possible.
10. Evanescent evidence must be promptly and effectively observed, recorded and then protected for subsequent collection. Evidence adhering to live participants (such as bloodstains), footprints, and fingerprints, volatile substances, various types of trace evidence, and firearms discharge evidence, are examples. This may lead to the collection of the involved officer's uniform and other equipment worn at the time of the incident.
11. Except as provided in this section, weapons and instruments will not be disturbed in any way. Any handling of weapons and instruments shall be minimal, to preserve the exact state of the weapon or instrument when received.

E. The transporting and sequestering of involved officers shall be conducted as follows:

1. Subject Officers will be relieved of their duties at the scene as promptly as possible and taken to the nearest police or sheriff station/precinct unless otherwise directed by the IIT. Officer(s) not involved in the incident shall be assigned to accompany these officers, individually. Subject Officers should be driven to the station by an uninvolved officer. Witness officers should remain at the scene to brief IIT investigators. If a witness officer is impacted by the event to the extent that it would be better to remove them from the scene then the above removal protocol should be followed for the witness officer(s).
2. If circumstances prohibit removal of all witnesses and Subject Officers from the scene at once, the Subject Officers should be removed first.
3. An uninvolved officer shall remain with the Subject Officers, individually, until they can be interviewed. The sequestering officers are present to ensure the officers have privacy, that their needs are accommodated, and to maintain the integrity of each officer's later statements to investigators. They should not be present during confidential (privileged) conversations.

4. Subject Officers should not discuss the case among themselves, other witness officers, or sequestering officers.

F. CUSTODIAL DEATH SCENES

When an incident occurs in a jail facility or other location where inmates may have witnessed something, inmates should be identified and separated if possible pending interviews by IIT investigators.

V. INTERVIEWING LAW ENFORCEMENT EMPLOYEES

- A. Generally, it is the intent of IIT investigators to obtain details of any officer involved incident as soon as possible after the event by interviewing and obtaining reports/statements from Subject Officers and witness officers. Prior to going off shift all witness officers' reports/statements will be collected and reviewed by IIT investigators.
- B. IIT investigators should always give the Subject Officer the opportunity to provide a voluntary statement or give details of the incident at any point during the investigation. IIT investigators should be aware that agency policies, union agreements, and officers' constitutional rights may delay access to this statement and shall make reasonable efforts to identify and comply with these issues.
- C. In custody interviews will be conducted in accordance with all federal and state laws applicable to in custody interrogations.
- D. Subject Officer interviews should be conducted separately.
- E. Interviews should be recorded.
 1. All recordings will be retained for the period of time they are needed as evidence and, after that time, in accordance with State retention schedules.
 2. After an interview is recorded, a transcript of the recording will be prepared and reviewed by the IIT investigator who conducted the interview for content and context accuracy and any necessary corrections made.
- F. Law enforcement employees have the same rights and privileges regarding IIT interviews that any other citizen would have, including the right to consult with a representative prior to the interview and the right to have the representative present during the interview.

The representative should be allowed to consult about the facts of the incident privately with only one law enforcement employee at a time.

VI. INTOXICANT TESTING

When IIT investigators determine that a law enforcement employee's state of sobriety is relevant to the investigation, sobriety testing will be conducted in accordance with the state law.

VII. AUTOPSY

At least one member of the IIT's primary investigative team will attend autopsies as applicable.

- A. The autopsy pathologist will receive a complete briefing prior to the post-mortem examination. This briefing, which includes all information known to that time which may be relevant to the cause, manner, or means of death, shall be attended to by a least one member of the IIT's primary team and the applicable agency's evidence technician team.
- B. For autopsies conducted in Snohomish County, the Snohomish County Medical Examiner has the responsibility to document and collect all evidence.

VIII. THE PROSECUTOR'S OFFICE

The Snohomish County Prosecutor's Office has the following roles in Incident Investigations:

- A. Assist and advise the IIT on various criminal law issues which may arise, such as Miranda, voluntariness, search and seizure, probable cause to arrest, detentions and releases, elements of crimes, immunity, legal defenses and search warrants.
- B. Upon completion of the SMART investigation, the completed case file will be forwarded to the prosecutor of jurisdiction to analyze the facts of the incident as well as the relevant law to determine if criminal laws were broken. If so, the case will be prosecuted in accordance with Prosecutor's Office policies and procedures and the laws of the State of Washington.

Note: If a conflict of interest arises out of the Snohomish County Prosecutor's office, the Prosecutor's office may refer the case to a local county PA's office for review. Additionally, if the lethal use of force occurs outside Snohomish County, that county where the incident occurred will have exclusive reviewing ability.

IX. REPORT WRITING

- A. When SMART is activated, dispatch will generate a SMART incident number and cross reference it with the involved agency's initial complaint. The IIT Lead Investigator will be responsible for generating a case report under the SMART ORI.
- B. All personnel involved in the initial incident and subsequent investigation shall write reports documenting their participation. This includes not only detectives assigned to SMART, but all first responders as well. All reports should be submitted under the SMART case number. (The exception to this will be the Subject Officer who may make a voluntary statement but will not complete a written report).
- C. Upon completion of a SMART detective's report, it will be his/her responsibility to get that report to the designated SMART supervisor for review and approval. As noted above, the SMART supervisor will be responsible for forwarding a copy of any approved reports to lead IIT investigator in the investigation

D. All IIT follow-up reports will be completed as soon as practical. Prompt completion and distribution of reports is essential.

E. If any member of the IIT receives prohibited information, the investigator receiving the prohibited information must immediately report it to their supervisor and the member must discontinue participation in the investigation. The information will be removed and/or isolated from the remaining investigation unless the prosecutor of jurisdiction deems such action unnecessary.

X. THE ADMINISTRATIVE INVESTIGATION

An involved agency conducting a timely internal administrative investigation for compliance with department policy and procedures is critical to maintaining public trust and is separate and distinct from the independent investigation required by the LETCSA. To allow the involved agency to move forward with the administrative investigation in a timely fashion, the independent investigation required by LETCSA must be conducted in a manner that does not inhibit the involved agency from doing so.

XI. PUBLIC INFORMATION/MEDIA RELEASES

Communication is key to enhancing the public's perception of police legitimacy and fairness. A lack of open communication leads to suspicion and damages trust. In order to best facilitate an open and transparent process, SMART has posted the policies and operating procedures of the IIT and the names of the members, supervisors, commanders, and nonlaw enforcement community representatives on the IIT to the Snohomish County SMART website (<https://snohomishcountywa.gov/4008/SMART-Investigations>).

To effectively communicate with media outlets, the IIT Commander will designate an IIT Public Information Officer (PIO) at all investigation scenes. The PIO serves as an information conduit to the organized media. It is imperative that the SMART PIO provide only accurate, objective and factual responses to media inquiries.

The commander or other representative of the IIT will provide public updates about the investigation at a minimum of once per week, even if there is no new progress to report. These updates are posted to the Snohomish County SMART website.

DEFINITIONS:

1. Media: Media traditionally refers to reporters, photographers, camera operators and others who are directly employed by news agencies. However, media also include "citizen journalists" who are providing news in untraditional methods.
2. PIO: The PIO is appointed by the IIT Commander and acts as a representative of SMART in official responses to the media.

DUTIES OF THE PIO:

The general duties of the PIO shall include but are not necessarily limited to:

1. Primary representative of SMART - not their affiliated agency;
2. Assist media in covering news stories at the scene of incidents;
3. Be reasonably available for on-call responses to the media;
4. Prepare and distribute news releases and weekly updates on behalf of SMART;
5. Arrange for and assist at news conferences;
6. Coordinate and authorize the release of information about victims, witnesses, and suspects;
7. Once designated, is responsible for media releases throughout the course of the SMART investigation.

Depending on the magnitude of the scene or investigation, an Assistant PIO may be necessary. The Assistant PIO will assist in the delivery of information along with the following general duties:

1. Represent SMART - not their affiliated agency;
2. Assist in composition and coordinate logistics of press releases;
3. Return media phone inquiries;
4. Arranging for and assisting at news conferences; and
5. Post incident information through electronic means.

If the involved agency has a PIO assigned to the incident, prior to the activation of SMART, the involved agency PIO shall:

1. Notify media that the investigation will be handled by SMART and remain at the scene until a SMART PIO arrives;
2. Brief the SMART PIO on what information, if any, has been shared with the public and media;
3. Stay in contact with the SMART PIO throughout the investigation;
4. Forward media or public inquiries about the SMART investigation to the SMART PIO;

In addition, the involved agency will:

1. Advise the public of outstanding impacts or issues not directly related to the SMART investigation. This includes, but aren't limited to: Road closures, access to facilities, and updates on the status of injured law enforcement from their agency; and
2. Share SMART PIO news releases or media updates via the agency social media channel(s).

SMART PERSONNEL AUTHORIZED TO SPEAK TO THE MEDIA:

1. Whenever possible, media requests for an interview will be referred to the PIO.
2. At incidents where the media is on-scene and a PIO is not immediately available the IIT Commander or their designee may provide preliminary statements to media.
3. In the event media does not respond to the scene of a SMART investigation but contacts the affected agencies requesting information, media will be instructed to first contact the PIO assigned to the investigation.
4. The PIO will be available for callouts of a significant nature and/or breaking news events after-hours, on weekends and holidays.

CALLOUT NOTIFICATION OF THE PIO:

1. A SMART call-out necessitates the call-out of a PIO.
2. Deployable PIO's with SMART shall be responsible for ensuring the availability of at least one (1) PIO at all times.
3. Upon activation of the SMART protocol, the PIO shall respond as indicated and contact the on-scene IIT Commander.
4. The PIO will be responsible for media releases throughout the course of the SMART investigation as necessary, until the point of its completion.

RELEASE OF INFORMATION:

1. The PIO will compile information that will be released to the media.
2. Prior to the release of information, the PIO shall consult with the IIT Commander or lead investigator to ensure that the information will not compromise investigative efforts.
3. The two non-law enforcement community representatives will be provided a copy of all press releases and communication to the media prior to release.
4. Neither the involved agency nor SMART will provide criminal background information of the person against whom deadly force has been used, unless it is specifically requested, and release of the information is required by the Public Records Act or other applicable laws.
5. Updates and investigation status may include:
 - a. Snohomish County Medical Examiner's confirmation of cause and manner of death as well identification of decedent(s);
 - b. Updates on medical status of suspect(s), victim(s) and/or officer(s); and
 - c. Case submission to Snohomish County Prosecuting Attorney for review.

6. Information normally releasable about suspects:
 - a. The suspect's age, sex, city of residence
 - b. General details of the alleged offense
 - c. Circumstances surrounding the arrest:
 - Time and location
 - Resistance
 - Pursuit
 - Possession of weapons
7. Information not normally releasable to the media:
 - a. Suspect's name if not charged;
 - b. Information which may allow a suspect to avoid arrest or tamper with evidence;
 - c. Admissions, confessions, any statement or alibi relating to a suspect unless the alibi results in the suspect's release;
 - d. Results of investigative procedures such as fingerprints, polygraph examinations, ballistic tests, or laboratory examinations;
 - e. Opinions about victims, witnesses, suspects, the strength of a case, or any evidence to be used;
 - f. The home address or home telephone number of any SMART member;
 - g. The name(s) of deceased person, until released by the Medical Examiner's Office;
 - h. Names of juveniles, whether victims, witnesses, or suspects;
 - i. Information that may reveal the identity of a sexual assault victim;
 - j. Names of victims and witnesses. If released, only age and gender and *must be approved* by the IIT Commander; and
 - k. Prior arrests that did not result in convictions.
8. Release of suspect photographs shall be in compliance with current RCW's and WAC's governing release of information.
9. The on-scene release of information regarding involved employees will be confined to the employee's age, gender, rank, and tenure.
10. When an independent investigation is complete, the information will be made available to the public in a manner consistent with applicable state laws.

MEDIA ACCOMMODATION:

Media shall be provided fair and reasonable access to scenes of criminal investigations and other law enforcement activities:

1. Media should expect the same access to any area the public is entitled;
2. Perimeter units shall endeavor to accommodate media by establishing a safe and appropriate media staging area that does not interfere with the SMART investigation;
3. Members of the media should be greeted as soon as time permits. They should be advised:

- a. Location of media staging area
 - b. When a briefing will be provided; and
 - c. Danger or hazards they may encounter.
4. Participating agencies should not interfere with media if they do not interfere with the investigation and are in location accessible by the general public;
 5. Participating agencies members shall direct all media to park in areas that do not interfere with the SMART investigation; and
 6. Whenever the presence of media or other aircraft pose a threat to public or officer safety, or significantly hampers incident operations, a Temporary Flight Restriction (TFR) should be considered. All TFR requests should be routed through the IIT Commander and include specific information about the incident, perimeter and altitude.

TRAINING:

1. The PIO shall be a trained member of the SMART Team.
2. At a minimum, all PIO's will successfully complete a basic PIO training course and are recommended to have successfully completed advanced training courses in public information delivery.

XII. INQUESTS

In accordance with the Snohomish County Charter, and notwithstanding any provision of this protocol, the Snohomish County Medical Examiner shall have authority to determine whether an inquest will be held in any incident involving a fatal injury.

XIII. ACCESS TO REPORTS AND EVIDENCE

When the IIT and/or Prosecutor's Office concludes that the physical evidence collected by the criminal investigators is no longer needed for criminal law purposes, the Involved Agency shall be notified of that decision so it can assume responsibility for preservation of such evidence if it desires.

XIV. PUBLIC DISCLOSURE REQUESTS (PDR's)

Multiple Snohomish County agencies are involved in the investigation of a SMART incident. Each agency's detectives submit reports detailing their involvement, using the case number assigned to the SMART team by Snohomish County 911. SMART detectives will turn their original reports into the designated SMART supervisor for review and approval. After it is approved, the SMART supervisor will send a copy of the detective's report to the lead investigator, who will include it in his or her final report. *In acknowledgement of the resources and experience of the Everett Police Department and the Snohomish County Sheriff's Office, priority consideration should be given to utilizing these agencies' Public Records Unit, unless one or both agencies have officers involved in the use of lethal force.*

Note: "SMART investigations are released pursuant to RCW 42.56, which governs public records".

The following steps are noted to provide general guidance for responding to PDR's, and may be subject to change, should circumstances dictate:

- A. **Receipt of PDR for SMART records – Response – Notification to SMART Commander.** Any time a law enforcement agency or the Snohomish County Prosecuting Attorney's Office receives a public disclosure request (PDR) requesting SMART investigation records, that agency will respond to the request per their department guidelines and as required by public records statutory obligations.
- B. **Response to PDR for SMART records.** Upon receipt of a notification of a PDR from another agency, the Everett Police Department's Public Records Manager/Officer, SCSO Public Records Manager, or uninvolved SMART agency Public Records Manager, will be notified *immediately*, to ensure that all public disclosure requests are responded to within public records statutory obligations. Any agency receiving a PDR is still required to respond to the requestor(s) per their department guidelines and as required by public records statute(s). The agency receiving the public records request will advise the requestor that they should contact the Everett Police Department's Public Records Unit Manager/Officer, who serves as the SMART Public Records Officer and who will respond to the requestor with a complete copy of the entire SMART investigation being requested. *(If Everett is involved, the PDR request will fall to SCSO or another uninvolved Public Records Unit that is a part of SMART).*
- C. **SMART PDR Review Team - Representatives.** The SMART Public Records Team representatives will consist of the Public Records Manager/Officer for the Everett Police Department and the Snohomish County Sheriff's Office's Public Records Manager. The public records team will respond to all requests for SMART investigations which includes all investigative materials which include all digital media (photographs, video and audio recordings) It should be noted that there may be a need to include additional members to the SMART Public Records Team (representatives from the Involved agency, prosecutor's office, and lead investigator agency), but that will occur only as the incident or situation dictates, and will be at the discretion of the SMART Commander.
- D. **SMART PDR Review Team – Review – Notification to Third Party Agencies – Opportunity to Review Proposed Response and Copies to Third Party Agencies.** The Everett Police Public Records Manager/Officer in coordination with the Snohomish County Sheriff's Office Public Records Manager will review the entire SMART case file to determine which documents and information are exempt from public disclosure per public records statute(s). If the SMART case file contains reports generated using any non-SMART case numbers, those agencies will be given the opportunity to review the SMART PDR Review Team's proposed response and seek

an injunction or other court order barring the requestor from obtaining the third party agency's report, if appropriate.

- E. **SMART PDR Review– Agency Assist Reports.** All agencies that have detectives assigned to SMART will have their personnel submit case reports using the SMART case number, and not their own agency case number. The original reports should be routed to the designated SMART supervisor, and subsequently housed in the Everett Police Department Records Unit, unless the Everett Police Department is the involved agency. If an agency requires that their personnel initiate a police report using their own case number, then it is highly recommended that the report be entitled "Agency Assist," and any narrative simply refer to the designated SMART case report. An agency in possession of an Agency Assist report making reference to a SMART investigation is required to respond to any PDR's per public records statute(s). As noted in 'B' above, an agency receiving a PDR for a SMART investigation may refer the requestor to the Everett Police Department if that agency possesses no relevant records.
- F. **Timelines.** The Everett Police Department's Public Records Manager/ Officer, SCSO Public Records Manager, or any uninvolved Public Records SMART member agency, will strive to process all PDR's for SMART case files in an expeditious fashion within the public records statutory requirement(s) and state an anticipated release date that may include advising the requestor that it may receive the requested records via installments, due to voluminous and complex materials encompassing a SMART investigation. Factors such as length of the reports, notification of affected third parties and legal action contesting disclosure may all impact the ability to meet this target.

XV. CONFIDENTIALITY

SMART investigators, including SMART PIO's, shall not share information considered "Confidential" with individuals other than SMART investigators or Non-law enforcement community representatives.

A. Information considered confidential:

1. Documents related to a SMART investigation.
2. Verbal statements or conversations related to a SMART investigation.
3. Information that would compromise an investigation.

B. Information not considered confidential:

1. Ongoing weekly media releases.
2. SMART protocols
3. SMART roster
4. Information cleared by the SMART Commander for release.
5. Limited briefings provided to the Involved agency Chief or Sheriff as defined by WAC 139-12-030.

Community First

M E M O R A N D U M



DATE: June 1, 2021
TO: SCSPCA for Dissemination to all Personnel & Labor Attorneys
FROM: Captain Doug Jeske
RE: SMART Responses to OIS/Uses of Force & Collection of Evidence

This memorandum is being written to explain changes in how evidence will be collected from officers who are involved in uses of force where SMART responds to investigate. As you are aware, Initiative 940 was passed into law and became effective January 2020 as codified by WAC 139. The WAC established a requirement that Independent Investigation Teams (IIT) investigate police uses of force which result in death, great bodily harm, or substantial bodily harm.

The WAC listed five major criteria to establish public trust in an IIT investigation, independence, transparency, communication, a credible process, and credible investigators. To that end, SMART has modified its protocols to ensure compliance with the WAC. The changes to the SMART protocols were reviewed by the SMART board of directors and adopted by all signatories to the current SMART protocols.

Despite the best efforts to comply with the WAC, some unforeseen changes are envidible particularly as the law is continually reviewed and adjustments made to be complaint with it. Most of the changes enacted, will go unnoticed by the involved officer(s). However, there is one change that will be obvious to the involved officer(s). This memo is intended to address that change.

In the past, when officers were involved in an incident where SMART took the lead in the investigation, SMART detectives were assigned to gather evidence from the involved officer(s). Past practice was to photograph the officer(s) and collect items of evidence that might be on their person, including articles of clothing, equipment, and firearms. The standard practice was to simply ask or demand that those items be relinquished to the SMART detective(s) absent any written consent or search warrant. The aforementioned practice fails to recognize the privacy interest of the officer(s) involved and is outside of the best practice for obtaining evidence in a criminal investigation.

In consultation with numerous Snohomish County deputy prosecuting attorneys and with the agreement of the SMART agency chiefs of police and the Sheriff, the process of obtaining evidence from involved officers from this time forward will include a written and signed

NORTH PRECINCT
15100 40th Ave. N.E.
Marysville, WA 98271
Phone (425) 388-5200
FAX (360) 653-7609

SOUTH PRECINCT
15928 Mill Creek Blvd
Mill Creek, WA 98012
Phone (425) 388-5250
FAX (425) 337-5809

EAST PRECINCT
515 Main Street
Sultan, WA 98294
Phone (425) 388-6260
FAX (360) 793-7774

CORRECTIONS
3000 Rockefeller Ave. M/S 509
Everett, WA 98201
Phone (425) 388-3474
FAX (425) 339-2244

ADMINISTRATION
3000 Rockefeller Ave. M/S 606
Everett, WA 98201
Phone (425) 388-3393
FAX (425) 388-3805

**SNOHOMISH COUNTY
SHERIFF'S OFFICE**

Community First

consent to search form from the involved officer(s) or in the absence of that form, a search warrant. This policy change recognizes and respects the privacy rights of the involved officer(s) and ensures that those rights are not violated. Furthermore, it also ensures that the best practice for obtaining evidence is followed. Which in turn, will build needed public trust that the SMART team is conducting a truly independent, objective, and credible investigation.

The objective of any SMART investigation is to follow the law, follow the evidence, and provide the prosecuting attorney an unbiased and impartial investigation. If you have any questions please feel free to contact Captain Bryan Keller or myself.

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Index #17

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 07/26/2021

AGENDA ITEM:	
Mental Health Field Response Team Program	
PREPARED BY:	DIRECTOR APPROVAL:
Erik Scairpon	 7.16.21
DEPARTMENT:	
Police Department	
ATTACHMENTS:	
Yes	
BUDGET CODE:	AMOUNT:
00104 840.541000	262,500.00
SUMMARY:	
<p>This is a grant that was funding through WASPC. Compass Health has joined us as partners in providing Mental Health Professionals to ride along with police officers. While on calls, the MHP determines if the call/caller is in need of mental health services. This is a renewal of a contract from 01/01/2021 – 06/30/2021.</p> <p>Compass Health bills us for the services of three mental health professionals. WASPC reimburses the City of Marysville.</p>	

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor or sign and execute the attached Contract provided by WASPC so that the Police Department and Compass Health can continue to provide services.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the attached Contract provided by WASPC so that the Police Department and Compass Health can continue to provide services.</p>

1. **Contract No.:** MHFRT – 2021 – 002 - 007
2. **Contractor’s Name & Address:** Marysville Police Department
1635 Grove St
Marysville, WA 98270
3. **Tax Identification No.:** 91-6001459
4. **Contractor’s Point of Contact:** Chief Erik Scairpon
360-363-8303
mvanderwalker@marysvilewa.gov
5. **Contract Period:** July 1, 2021 – June 30, 2022
6. **Funding Authority:** Washington State Legislature via Washington State Criminal Justice Training Commission Operating Budget 2021 – 2022; and Washington State Health Care Authority Misdemeanor Diversion Funds
7. **Service Area:** Cities of Marysville, Arlington & Lake Stevens; and the Tulalip Tribe
8. **Award:** \$262,500.00

SPECIFIC TERMS AND CONDITIONS

This CONTRACT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (herein referred to as WASPC); and the MARYSVILLE POLICE DEPARTMENT (herein referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties agree as follows:

A. FUNDING SOURCE

Funding for this CONTRACT is provided to WASPC by the Washington State Legislature, through the Washington State Criminal Justice Training Commission Operating Budget 2021 -2022 (funding period of July 1, 2021 through June 30, 2022); and Washington Health Care Authority Misdemeanor Diversion Funds.

B. SCOPE OF SERVICES

The CONTRACTOR shall use the state funds awarded hereunder solely for approved costs and services associated with the CONTRACTOR’S Mental Health Field Response Team Program as further defined by the STATEMENT OF WORK.

C. SCOPE OF WORK

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the Mental Health Field Response Team Program, as set forth in the STATEMENT OF WORK.

D. SCOPE OF WORK REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents and shall be accepted by WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

E. BUDGET REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten percent (10%) in aggregate among budget line items as indicated in the STATEMENT OF WORK. WASPC may approve or deny the request at its sole discretion.

F. PERFORMANCE STANDARDS

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the request for reimbursement funding cap as stated on Line 8 of this CONTRACT and in accordance with the Mental Health Field Response Team Program, as well as other policies and/or procedures issued by WASPC.

G. PERIOD OF OBLIGATION

The CONTRACT period during which reimbursement requests may be provided is indicated on Line 5 of this CONTRACT.

H. ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein as evidenced by the CONTRACTOR submitting a proper WASPC Reimbursement Request Form, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the maximum amount of authorized funding as provided on Line 8 of this CONTRACT. Costs allowable under this CONTRACT are based on the budget approved by WASPC as defined in the STATEMENT OF WORK.

I. NON-SUPPLANTING

The CONTRACTOR shall not use the state funds specified by this CONTRACT to supplant local, federal, or other state funds. The CONTRACTOR shall not use these state funds to replace funding which would otherwise be made available to the CONTRACTOR had the state funds provided by this CONTRACT not been provided.

J. GRANT ADMINISTRATION

The WASPC Grant Administrator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The WASPC Grant Administrator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

K. PROGRAM ADMINISTRATION

The CONTRACTOR shall notify WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide WASPC with the program administrator's name, address, telephone number(s), email address, and subsequent changes.

L. DATA COLLECTION

The CONTRACTOR shall utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the JULOTA Reach Software. The CONTRACTOR must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency(ies). The CONTRACTOR, if not already done so, shall execute the JULOTA "SaaS Use Agreement", which will be separately executed between the CONTRACTOR and JULOTA.

M. REPORTING REQUIREMENTS

The CONTRACTOR shall submit required reports by the due date using the required forms according to procedures issued by WASPC. The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

1. REPORT DUE DATES

- a. MONTHLY PROGRESS REPORT – Due on the 10th of the month following the previous month in which funded activities were performed.
- b. SEMI-ANNUAL REPORT - Due on the 10th of the month following the sixth-month period in which funded activities were performed.
- c. FINAL ASSESSMENT REPORT – Due on the 10th of the month following the twelve-month period in which funded activities were performed.

N. PAYMENT PROVISIONS

WASPC shall award state funds to the CONTRACTOR up to the amount provided on Line 8 of this CONTRACT. Upon receipt of a fully executed CONTRACT, WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to the WASPC Grant Administrator a WASPC Reimbursement Request Form along with documentation and/or invoices for the allowable expenditures.

O. EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC that are pertinent to this CONTRACT. WASPC, the State Auditor, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as WASPC, or the State Auditor may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, sub-contracts, invoices, materials, payroll and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

P. ACKNOWLEDGEMENT OF STATE FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. Applicability of Part 200 Uniform Requirements – The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in C.F.R. Part 2800 (the “Part 200 Uniform Requirements”) apply to this award.
2. The CONTRACTOR understands and agrees that WASPC may withhold award funds, or may impose other related requirements, if the CONTRACTOR does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.
3. The CONTRACTOR understands and agrees that it cannot use any state funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express written approval of WASPC.
4. The CONTRACTOR agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of state funds for expenses related to conferences, meetings, trainings, and other events, including provision of food and/or beverage at such events, and costs of attendance at such events.

5. The CONTRACTOR agrees that if it currently has an open award of state funds or if it receives an award of state funds other than this award, and those funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the CONTRACTOR will promptly notify, in writing, the WASPC Grant Administrator for this award, and, if so requested by WASPC, seek a budget modification or change of project scope to eliminate any inappropriate duplication of funding.
6. The CONTRACTOR understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or the parents or legal guardians of such students.
7. The CONTRACTOR understands and agrees that, (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
8. The CONTRACTOR must collect, maintain, and provide to WASPC, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by WASPC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.
9. The CONTRACTOR agrees to cooperate with any assessments, state evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
10. The CONTRACTOR agrees to comply with WASPC grant monitoring guidelines, protocols, and procedures, and to cooperate with WASPC on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The CONTRACTOR agrees to provide WASPC all documentation necessary to complete monitoring tasks. Further, the CONTRACTOR agrees to abide by reasonable deadlines set by WASPC for providing the requested documents. Failure to cooperate with WASPC's grant monitoring activities may result in sanctions affecting the CONTRACTOR's award(s), including, but not limited to: withholdings and/or other restrictions on the CONTRACTOR's access to grant funds; referral to the Office of the State Auditor for audit review; or termination of any award(s).
11. The CONTRACTOR acknowledges that sub-awards are not authorized.
12. The CONTRACTOR agrees to submit to WASPC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and website content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.
13. The CONTRACTOR must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Safe Streets Act, the CONTRACTOR is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The US Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be access on the internet at www.lep.gov.
14. The CONTRACTOR agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, and subject informed consent.
15. The CONTRACTOR agrees to comply with all confidentiality requirements of 42 U.S.C. section 37899 and 20 C.F.R. Part 22 that are applicable to collection, use and revelation of data or information. The CONTRACTOR further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with the requirements of 28 C.F.R. Part 22 and, in particular, section 2223.
16. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day.

17. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 2 C.F.R Part 200 and state and local law.

Q. ENTIRE AGREEMENT

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws ordinances, codes, regulations and policies of local, state, and federal governments.

IN WITNESS WHEREOF, the Washington Association of Sheriffs & Police Chiefs (WASPC) and the Marysville Police Department (CONTRACTOR) acknowledge and accept the terms of this CONTRACT and the attachments here to, and in witness whereof have executed this CONTRACT as of the date and year last written below. The rights and obligations of both parties to this CONTRACT are governed by the information contained in this agreement and other documents incorporated herein by reference: Project Narrative and Approved Budget Worksheet which constitute the STATEMENT OF WORK.

FOR WASPC:

FOR CONTRACTOR:

Steve D. Strachan, Executive Director

Name: _____

Washington Association of Sheriffs
& Police Chiefs

Title: _____

Date: _____

Date: _____

Index #18

CITY OF MARYSVILLE AGENDA BILL**EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE:**

AGENDA ITEM:	
Interagency Data Sharing Agreement with Washington State Auditor	
PREPARED BY:	DIRECTOR APPROVAL:
Jan Berg, Assistant Finance Director	
DEPARTMENT:	
Finance	
ATTACHMENTS:	
Interagency Data Sharing Agreement	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
<p>The State Auditor's Office (SAO) is requiring all local governments to enter into the Data Sharing Agreement which provides requirements and authorization for the exchange of confidential information with SAO.</p> <p>The City Attorney and Information Services Director have reviewed the agreement and have requested a few changes that SAO has accepted.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute the Interagency Data Sharing Agreement with Washington State Auditor's Office.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Interagency Data Sharing Agreement with Washington State Auditor's Office.

INTERAGENCY DATA SHARING AGREEMENT

Between

City of Marysville

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between City of Marysville hereinafter referred to as “Agency”, and the Office of the Washington State Auditor, hereinafter referred to as “SAO”, pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW.

AGENCY PROVIDING DATA: Agency

Agency Name: _____
Contact Name: _____
Title: _____
Address: _____
Phone: _____
E-mail: _____

AGENCY RECEIVING DATA: SAO

Agency Name: Office of the Washington State Auditor
Contact Name: Kristina Baylor
Title: Program Manager
Address: 15129 Main Street, Suite C102
Mill Creek, WA 98012
Phone: (425) 951-0290
E-mail: Kristina.Baylor@sao.wa.gov

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141.10) in the handling of information considered confidential.

2. DEFINITIONS

“Agreement” means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

DSA Agreement between Agency and SAO
Agency DSA: 21-01

“Data Access” refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services or Agency provided Internet facing system.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

3. PERIOD OF AGREEMENT

This agreement shall begin on July 1, 2021, or date of execution, whichever is later, and end on June 30, 2022, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING

SAO is the auditor of all public accounts in Washington State. SAO’s authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA ACCESS

If desired, with the Agency’s permission, the Agency can provide direct, read-only access into its system. SAO will limit access to the system to employees who need access in support of the audit(s). SAO agrees to notify the agency when access is no longer needed. The Agency declines to grant data access at this time, and if such access is sought in the future, another agreement will be drafted to address the specific issues related to direct access.

7. DATA TRANSMISSION

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

8. DATA STORAGE AND HANDLING REQUIREMENTS

Agency will notify SAO if they are providing confidential data. All confidential data provided by Agency will be stored with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

9. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09.

10. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09.

11. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

12. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.
- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

13. OVERSIGHT

The SAO agrees that Agency will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

14. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agreement Administrator named on Page 1. However, once data is accessed by the SAO, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

15. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.


DSA Agreement between Agency and SAO
Agency DSA: 21-01

Index #19

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
Wyndham Hills Vacation (PA21027) – Resolution scheduling a Public Hearing for September 13, 2021, for consideration of vacating existing public right-of-way (ROW) dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2.	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. Petition for Vacation of existing public ROW with attachments. 2. Chapter 12.32 MMC, <i>Vacation of Streets and Alleys</i> 3. Resolution 	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

The Public Works and Community Development Departments are recommending vacation of existing public ROW that was dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2 for future extension of 67th Avenue NE, south of 44th Street NE. Following dedication of the public ROW, alignment of the extension of 67th Avenue NE, south of 44th Street NE, has been amended as reflected in the Marysville Comprehensive Plan and the dedicated ROW is no longer a public need.

Keystone Land, LLC, has submitted a subdivision application, known as Wyndham Hills, which will construct the 67th Avenue NE roadway extension, south of 44th Street NE, along the amended alignment and dedicate as public ROW with the recording of said subdivision.

The City Engineer and Community Development Director are also recommending Council waive all compensation of the vacated ROW, based on the following factors:

- a. The right-of-way dedicated is no longer a public need;
- b. The right-of-way proposed to be vacated is approximately 16,170 SF and valued at approximately \$21,182. Dedication of the amended 67th Avenue NE extension, south of 44th Street NE, is approximately 61,000 SF.
- c. The applicant is proposing to construct and dedicate the amended 67th Avenue NE roadway alignment, south of 44th Street NE, at no cost to the public. The cost for constructing the 67th Avenue NE extension is approximately \$775,000.

RECOMMENDED ACTION:
Staff recommends City Council consider adopting a Resolution setting a public hearing date of September 13, 2021 to consider the vacation of the existing public right-of-way that was dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2, and waiving compensation for said vacation.
RECOMMENDED MOTION: I move to adopt Resolution No. _____.



PETITION FOR VACATION OF STREET

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

FOR AGENCY USE	Date:	Permit Number:	Fee: \$500.00
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TO: The City Council of the City of Marysville, Washington

Keystone Land, LLC hereby petitions the City of Marysville for the vacation of a street pursuant to RCW 35.79 and Chapter 12.32 MMC, *Vacation of Streets and Alleys*, and in support of said petition states as follows:

1. See the attached legal description for the portion of 67th Ave NE Right-of-way that is being proposed to be vacated.
2. Keystone Land, LLC, Cornerstone Homes NW, LLC, James Alt, Max T Staples, and Don B Andrews are the owners of 74.87% of all property abutting 67th Ave NE.
3. Vacation of 67th Ave NE will meet the following criteria:
 - a. It will provide a public benefit.

Response: If approved, the land within the proposed vacation of 67th Ave NE will be used for utility connections for the proposed Wyndham Hill subdivision and surrounding future development in the area. Also, the street vacation will allow 67th Ave NE to be extended to reflect City's plan to connect 67th Ave NE to 71st Ave NE. This proposed new road connection to 71st Ave NE will include car and pedestrian facilities to ensure safe accommodation for multiple types of transportation and more direct connectivity though the neighborhood.

- b. It will not adversely affect the street pattern or circulation of the immediate area or of the community as a whole.

Response: The existing street patterns will be preserved. The portion of 67th Ave NE that is being petitioned to be vacated is currently a vacant piece of isolated ROW, with no road built. If the petition is approved, it will allow 67th Ave NE to be

extended to connect to 71st Ave NE as shown in the City's plan for the extension of 67th Ave NE.

c. The public need will not be adversely affected.

Response: The portion of 67th Ave NE that is being petitioned to be vacated, is a vacant piece of land and has no proposed public usage. Also, there is private property between this portion of 67th Ave NE ROW and the constructed portion of 67th Ave NE ROW to the north and 40th St NE ROW to the south, which prevents public access to this portion of ROW.

d. The street is not contemplated or needed for future public use.

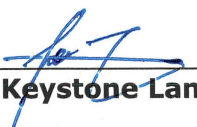
Response: The portion of 67th Ave NE that is being petitioned to be vacated is not part of City extension plan for 67th Ave NE.


e. No abutting owner will become landlocked or have his access substantially impaired.

No owner of land surrounding the proposed 67th Ave NE street vacation will be landlocked due to this vacation.

4. Keystone Land, LLC hereby agrees to pay all fees and charges required by Chapter 12.32 MMC relating to vacation of streets.

DATED this 17 day of May, 2021.

By  Joe Long EVP of Keystone Land, LLC
Keystone Land, LLC

By  Joe Long EVP of Cornerstone Homes NW, LLC
Cornerstone Homes, NW

May 17, 2021

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

RE: 67th Ave NE Street Vacation Petition

The Purpose of this Street Vacation Petition is to request that a portion of 67th Ave NE be vacated and transferred from the City's ownership to the applicant. The concerned portion of 67th Ave NE is not part of the City's plan to extend 67th Ave NE and is a vacant piece of land that is landlocked on both sides by private property, isolating it from the constructed portion of 67th Ave NE to the north and 40th St NE to the south. Below is a description of the proposed street vacation, how the vacation meets the City's approval criteria for street vacations (MMC12.32.060(2)), and how the applicant proposes to compensate the City for the value of the vacated land.

Reference location	Tax Parcel # 29050200201800
Property Zoning:	R-4.5
Vacated ROW Area:	0.37 acres (16,170 sf)
Legal Description:	See Exhibit A of the Street Vacation Petition
Vacation Map:	See Exhibit B of the Street Vacation Petition

Approval Criteria (MMC12.32.060(2))

(a) It will provide a public benefit.

Response: If approved, the land within the proposed vacation of 67th Ave NE will be used for utility connections for the proposed Wyndham Hill subdivision and surrounding future development in the area. Also, the street vacation will allow 67th Ave NE to be extended to reflect City's plan to connect 67th Ave NE to 71st Ave NE. This proposed new road connection to 71st Ave NE will include car and pedestrian facilities to ensure safe accommodation for multiple types of transportation and more direct connectivity through the neighborhood.

(b) It will not adversely affect the street pattern or circulation of the immediate area or of the community as a whole.

Response: The existing street patterns will be preserved. The portion of 67th Ave NE that is being petitioned to be vacated is currently a vacant piece of isolated ROW, with no road built. If the petition is approved, it will allow 67th Ave NE to be extended to connect to 71st Ave NE as shown in the City's plan for the extension of 67th Ave NE.

(c) The public need will not be adversely affected.

Response: The portion of 67th Ave NE that is being petitioned to be vacated, is a vacant piece of land and has no proposed public usage. Also, there is private property between this portion of 67th Ave NE ROW and the constructed portion of 67th Ave NE ROW to the north and 40th St NE ROW to the south, which prevents public access to this portion of ROW.

(d) The street is not contemplated or needed for future public use.

Response: The portion of 67th Ave NE that is being petitioned to be vacated is not part of City extension plan for 67th Ave NE.

(e) No abutting owner will become landlocked or have his access substantially impaired.

Response: No owner of land surrounding the proposed 67th Ave NE street vacation will be landlocked due to this vacation.

Proposed Compensation

The applicant proposes that in lieu of monetary compensation for the vacated street, the City accepts the construction of a new extension of 67th Ave NE associated with the Wyndham Hills subdivision as payment. The proposed partial extension of 67th Ave NE and dedication of ROW as part of this project will extend approximately 880-feet to the southeast to a dead end, with the intent that future development will further extend 67th Ave NE to connect to 71st Ave NE. This proposed connection is consistent with the City's plans for extending 67th Ave NE.

Submitted with this proposal is a legal description, vacation map exhibit, and a cost estimate of the proposed partial 67th Ave NE extension, which estimates that the proposed extension will cost \$775,000. Also submitted, is an appraisal of the proposed vacated land, which appraises land to be \$21,182. This shows that the construction of the 67th Ave NE will exceed the value of the vacated street and is a fair compensation for the vacated street.

Sincerely,

LDC, Inc.



Tom Abbott, PE
Project Manager
HQ Office

April 28, 2021

Chris Holland
 Planning Manager
 80 Columbia Ave.
 Marysville, WA 98270

Re: Partial road vacate / valuation

Dear Sir:

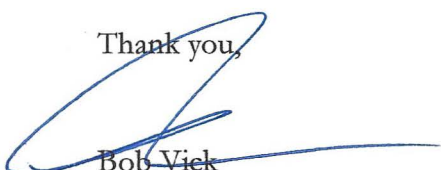
This letter is for the valuation of the proposed vacate of the section of Right-of-Way ("ROW") legally described in the attached Exhibit A. The area to be vacated is approximately 16,170 SF, and is located adjacent to the Wyndham Hills PRD site currently under development by Keystone Land LLC. The Wyndham parcel numbers are listed below:

Parcel No.	29050200201800	7.67 Acres
Parcel No.	29050300100600	2.09 Acres
Parcel No.	01099000099700	<u>3.79 Acres</u>
		13.55 Acres (590,238 SF)

Keystone closed on this site in April of 2020, which included entitlements and approved construction plans. The purchase price was \$775,000 or \$1.31/SF. The entitlements and construction plans added value to this acquisition, which in my professional opinion, off-set the 12 months of appreciation in the market since the property closed last April. The value for this portion of ROW to be vacated is $(\$1.31 \times 16,170 \text{ SF}) = \$21,182.00$.

This letter is a Broker Opinion of the property value, and not intended to be an appraisal.

Thank you,



Bob Vick
 Managing Broker
 John L Scott Real Estate
 425-422-9607 or bobvick@johnlscott.com

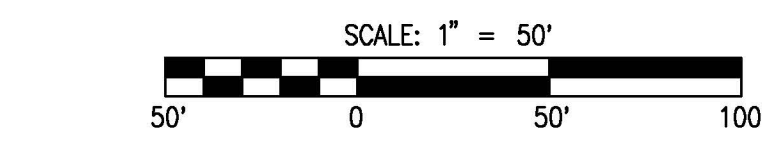
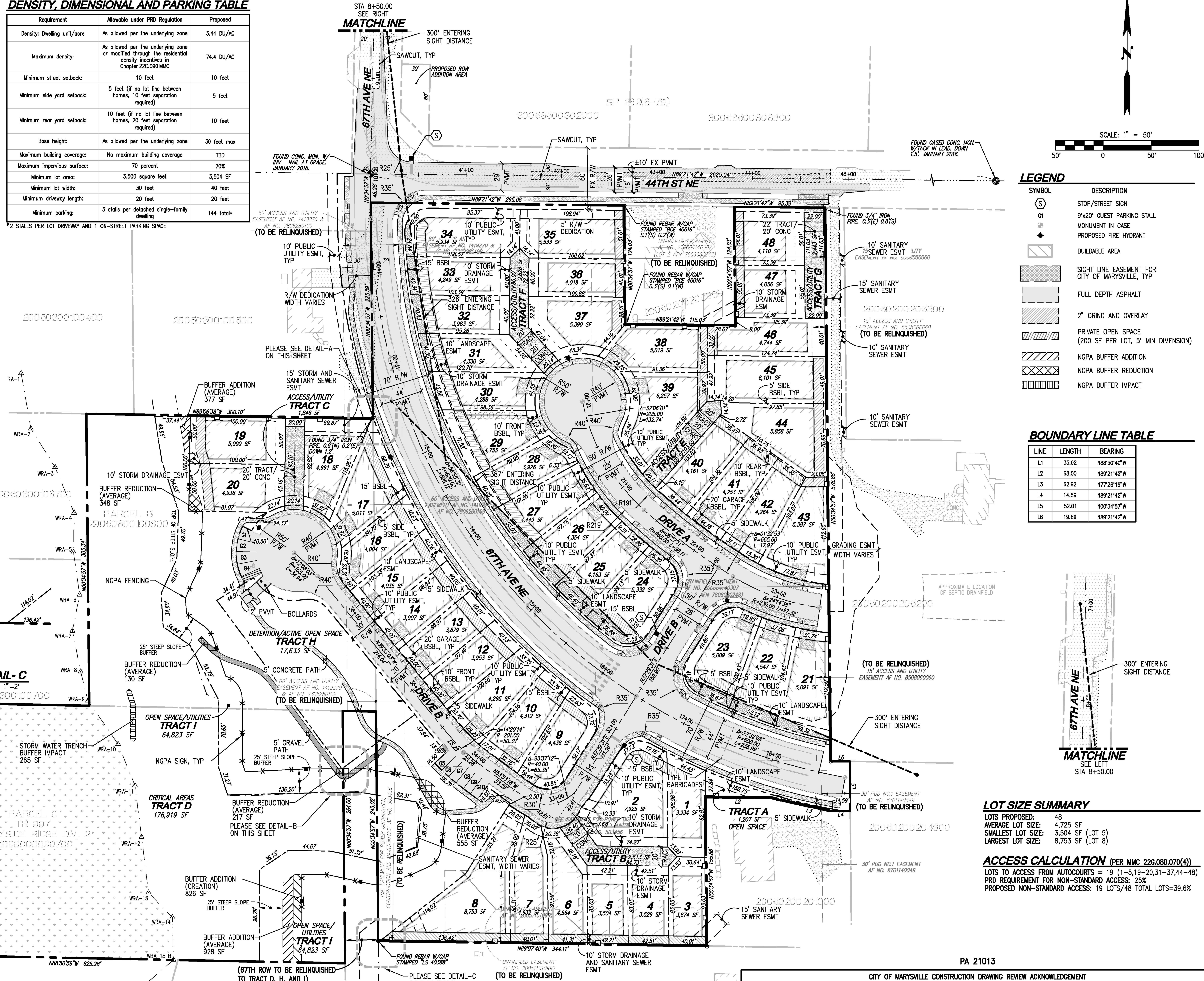
PRD DENSITY/OPEN SPACE CALCULATIONS

Table with columns for AC (unless otherwise noted) and SF (unless otherwise noted). Rows include Gross Parcel Area, Row Dedication, Tract C (Panhandle), Total Removal for NPA, Net Project Area (NPA), Net Area: Parcels Zoned R-4.5, Gross Parcel Area, Row Dedication, Tract B, E, F and G (Panhandle), Total Removal for NPA, Net Project Area (NPA), Net Project Density (NPA x 4.5 DU/AC), Gross Parcel Area, Row Dedication, Tract B, E, F and G (Panhandle), Total Removal for NPA, Net Project Area (NPA), Net Project Density (NPA x 4.5 DU/AC), Net Area: 67th Ave Row Relinquishment (Under Separate Instrument), Gross Relinquishment Area, Total Removal for NPA, Net Project Area (NPA), Net Project Density (NPA x 4.5 DU/AC), Project Zoning Density Calculations, Gross Project Site Area (AC), Net Project Area (NPA), Density per R-4.5 Parcel Area, Density per R-6.5 Parcel Area, Total Base Density (R-4.5 + R-6.5), Total Base Density (R-4.5 + R-6.5) (Rounded), Max Density (with Bonus Density) = 120% x Base Density, Dwelling Units Proposed, Density Proposed (DU/AC), Bonus Density Required, Open Space Calculations, Gross Project Site Area, Net Project Area (NPA), Critical Areas and Buffers, Req. Open Space (15% NPA), Req. Open Space (65% Critical Area/Buffer Portion), Req. Open Space (35% Active Open Space Portion), Open Space Provided (Tracts D, H and I), Total Open Space Provided.

DENSITY, DIMENSIONAL AND PARKING TABLE

Table with columns: Requirement, Allowable under PRD Regulation, Proposed. Rows include Density: Dwelling unit/acre, Maximum density, Minimum street setback, Minimum side yard setback, Minimum rear yard setback, Base height, Maximum building coverage, Maximum impervious surface, Minimum lot area, Minimum lot width, Minimum driveway length, Minimum parking.

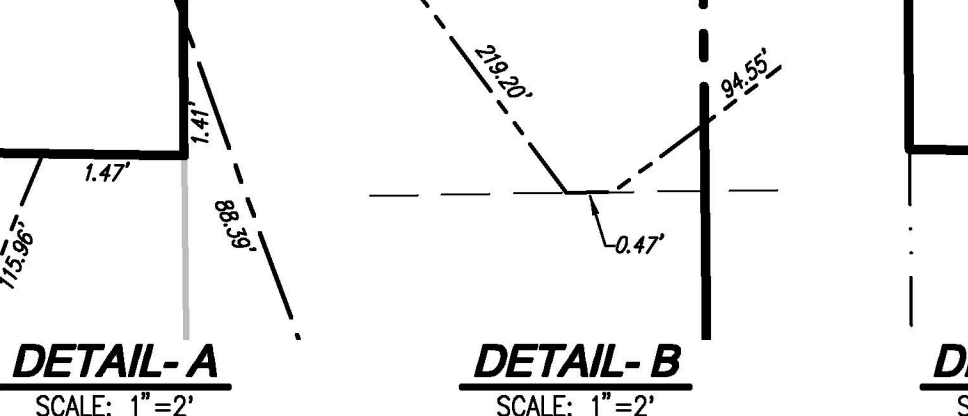
PORTION OF NW1/4, NW1/4, SEC 2, TWN 29 N, RGE 5 E, W.M., SNOHOMISH COUNTY, WASHINGTON



LEGEND table with columns: SYMBOL, DESCRIPTION. Includes symbols for Stop/Street Sign, 9'x20' Guest Parking Stall, Monument in Case, Proposed Fire Hydrant, Buildable Area, Sight Line Easement for City of Marysville, TYP, Full Depth Asphalt, 2' Grind and Overlay, Private Open Space, NGPA Buffer Addition, NGPA Buffer Reduction, NGPA Buffer Impact.

BOUNDARY LINE TABLE

Table with columns: LINE, LENGTH, BEARING. Lists boundary lines L1 through L6 with their respective measurements.



LOT SIZE SUMMARY and ACCESS CALCULATION (PER MMC 22G.080.070(4)). Includes data for Lots Proposed, Average Lot Size, Smallest Lot Size, Largest Lot Size, and Access Calculation details.

REFERENCE LINE

SEE SHEET PP-02

UTILITY NOTE

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

DISCLAIMER

TOPOGRAPHIC SURVEY INFORMATION CONTAINED ON THESE PLANS HAS BEEN PROVIDED BY PACIFIC COAST SURVEYS, INC. LDC, INC. (LAND DEVELOPMENT CONSULTANTS, INC.) ASSUMES NO LIABILITY AS TO THE ACCURACY AND COMPLETENESS OF THIS DATA IN ITS ENTIRETY. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.

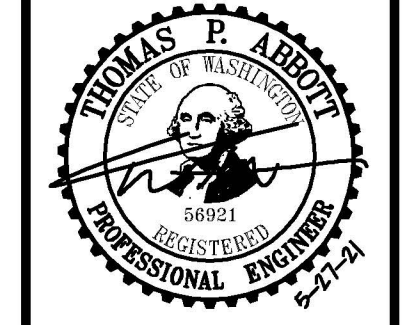


CITY OF MARYSVILLE CONSTRUCTION DRAWING ACKNOWLEDGEMENT. This plan sheet has been reviewed and evaluated for general compliance with the applicable city of Marysville codes and ordinances. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER, WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGEMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRE OTHER COUNTY, STATE OR FEDERAL PERMIT REVIEW AND APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION AND COMPLIANCE OF ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WSDOH HYDRAULIC PROJECT APPROVAL (HPS), WSDOE NOTICE OF INTENT (NOI), ANY CORPS OF ENGINEERS FILL PERMITS AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT. THIS DAY OF: PA 21013

REVISIONS table with columns: NO., DATE, DESCRIPTION. Shows revision 1 dated 5-27-21 for 'REVISED PER 1ST PRELIMINARY PRD AND CIVIL COMMENTS'.

LDC logo and contact information for Surveying, Engineering, Planning. Includes address: 1851 Central Pl S, #101, Woodinville, WA 98090.

KEYSTONE LAND, LLC WYNDHAM HILLS PRELIMINARY PLAT



JOB NUMBER: C20-159 DRAWING NAME: C20159PP-PP-PL DESIGNER: MEV DRAFTING BY: PO DATE: 2-24-21 SCALE: 1"=50' JURISDICTION: CITY OF MARYSVILLE

**Chapter 12.32
VACATION OF STREETS AND ALLEYS**

Sections:

[12.32.010 Petition – Filing.](#)

[12.32.020 Petition – Scheduling for public hearing – Compensation for vacated area.](#)

[12.32.030 Notice of public hearing.](#)

[12.32.040 Survey requirements.](#)

[12.32.050 Appraisal.](#)

[12.32.060 Criteria for council decision.](#)

[12.32.070 Authorized by ordinance.](#)

[12.32.080 Notice to auditor and assessor.](#)

[12.32.090 Use of proceeds of vacation.](#)

12.32.010 Petition – Filing.

The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the city council for the vacation of such street or alley, or any part thereof, in the manner provided in this chapter and pursuant to Chapter 35.79 RCW, or the city council may itself initiate, by resolution, such vacation procedure. The petition shall be on such form as may be prescribed by the city and shall contain a full and correct description of the property sought to be vacated. A petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated.

The petition shall be filed with the city clerk, and the petitioners shall pay fees as set forth in MMC 14.07.005. (Ord. 2106 § 9, 1996; Ord. 1271, 1983; Ord. 948 § 1, 1977).

12.32.020 Petition – Scheduling for public hearing – Compensation for vacated area.

(1) Upon receiving a petition or the vacation of a city street or alley, the city clerk shall place the matter upon the agenda of the city council at a regular meeting to be held not fewer than 10, nor more than 30 days, from the date the petition is filed with the city clerk. The city clerk shall notify the petitioners in writing of the date the matter shall come before the city council. The city clerk shall then notify the city engineer and the compliance officer/ planner of the petition and the date when the matter will be before the city council, and said officials shall prepare reports relating to the same.

(2) The city council may require the petitioners to compensate the city of Marysville:

(a) Where the street or alley has been part of a dedicated public right-of-way for 25 years or more, an amount that does not exceed the full appraised value of the area vacated;

(b) Where the street or alley has not been part of a dedicated public right-of-way for 25 years or more an amount which equals one-half of the appraised value of the area vacated.

When the vacation is initiated by the city of Marysville, or the city council deems it in the best interest of the city of Marysville, the council may waive all or any portion of such compensation. At the time the city council initially has the petition before it in order to set the matter for public hearing by resolution, the city council shall consider the reports of the city engineer and/or the city planner shall determine whether or not it will require that the city be compensated as a condition of the vacation.

(3) The city council shall, by resolution, fix the time for the hearing of such petition, which time shall not be more than 60 days, nor fewer than 20 days after the passage of such resolution. (Ord. 2396 § 1, 2001; Ord. 948 § 2, 1977).

12.32.030 Notice of public hearing.

(1) On the passage of the resolution provided for in MMC [12.32.020](#), the city clerk shall give 20 days' notice of the pendency of the petition by a written notice posted in three of the most public places in the city and a like notice in conspicuous place on the street or alley sought to be vacated. The notice shall contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition.

(2) In all cases where the proceeding is initiated by resolution of the city without a petition having been signed by the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated, in addition to notice required in subsection (1) of this section, there shall be given by mail, at least 15 days before the date fixed for the hearing, a similar notice to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any street or alley, or any part thereof, sought to be vacated, as shown on the rolls of the county treasurer, directed to the addresses thereon shown. Failure to send notice by mail to any such property owner where the current address of such property owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed street vacation. (Ord. 948 § 3, 1977).

12.32.040 Survey requirements.

It shall be the duty of the city engineer to determine whether or not the location and legal description of the street or alley proposed for vacation are sufficiently known to the city so that an accurate legal description of the proposed vacation can be known with certainty. If the city engineer determines that these matters are not known or are not accurately known, then the city shall notify the petitioners of the necessity of having an accurate, professional survey of the property proposed for vacation within the boundaries of the proposed vacation marked

upon the ground with an accurate legal description of the proposed vacation to be furnished to the city. The city shall not proceed further upon the vacation petition until such a survey has been done and legal description has been received. (Ord. 948 § 4, 1977).

12.32.050 Appraisal.

In all cases where the city council requires compensation for the vacated right-of-way, an appraisal of the right-of-way proposed for vacation shall be made by one or more of the following methods:

(1) The assessed value of comparable abutting property shall be obtained from the records of the Snohomish County assessor. The average of said values, on a square foot basis, shall be applied to the right-of-way which is proposed for vacation.

(2) The petitioner shall be required to submit a report of a professional appraiser to the city, stating the fair market value of the right-of-way proposed for vacation.

(3) The city shall obtain a report from one or more professional appraisers stating the fair market value of the right-of-way proposed for vacation. The cost of said report or reports shall be paid by the petitioner prior to the time of the public hearing. (Ord. 2321 § 1, 2000; Ord. 1170, 1981; Ord. 948 § 5, 1977).

12.32.060 Criteria for council decision.

(1) The city council shall not vacate any street, alley or any parts thereof if any portion thereof abuts any body of salt or fresh water unless such vacation is sought to enable the city or state to acquire the property for port purposes, boat moorage or launching sites, park, viewpoint, recreational or educational purposes or other public uses. This provision shall not apply to industrial-zoned property.

(2) The city council shall use the following criteria for deciding upon the petition:

(a) The vacation will provide a public benefit, and/or will be for a public purpose;

(b) The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;

(c) The public need shall not be adversely affected;

(d) The right-of-way is not contemplated or needed for future public use;

(e) No abutting owner will become landlocked or his access will not be substantially impaired; i.e., there must be an alternative mode of ingress and egress, even if less convenient; provided that the city council may, at the time of its public hearing, determine that the city may retain an easement or right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.

(3) The city council will, at the time of the public hearing, determine the amount of compensation to be paid to the city by the petitioners as a condition of the vacation, which amount shall not exceed one-half of the appraised value of the area to be vacated; except, that in the event the subject property or portions thereof were acquired at public expense, the city may require compensation in an amount equal to the full appraised value of the area to be vacated. (Ord. 1452, 1986; Ord. 948 § 6, 1977).

12.32.070 Authorized by ordinance.

If the city council determines to grant the petition provided for in MMC [12.32.010](#), or any part thereof, the council shall authorize by ordinance the vacation of such street or alley, or any part thereof. Such ordinance may provide for the retention by the city of all easements or rights in respect to the vacated land for the construction or repair and maintenance of public utilities and services. If the city council determines that compensation shall be paid as a condition of the vacation, then the ordinance shall not be published or become effective until the compensation has been paid by the petitioners. (Ord. 948 § 7, 1977).

12.32.080 Notice to auditor and assessor.

A certified copy of the ordinance vacating any street or alley, or part thereof, shall be filed by the city clerk with the Snohomish County auditor's office and with the Snohomish County assessor's office. (Ord. 948 § 8, 1977).

12.32.090 Use of proceeds of vacation.

One-half of the revenue received by the city as compensation for area vacated, under this chapter, shall be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city. (Ord. 2396 § 2, 2001).

CITY OF MARYSVILLE
Marysville, Washington
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, ESTABLISHING SEPTEMBER 13, 2021 AS THE DATE UPON WHICH A PUBLIC HEARING SHALL BE HELD BEFORE THE MARYSVILLE CITY COUNCIL TO CONSIDER VACATION OF AN UNOPENED PUBLIC RIGHT-OF-WAY DEDICATED WITH THE RECORDING OF SUNNYSIDE RIDGE AND SUNNYSIDE RIDGE DIVISION 2, IN THE CITY OF MARYSVILLE, AND TO CONSIDER WAIVING COMPENSATION FOR SAID VACATION.

WHEREAS, Keystone Land, LLC, petitioned the City of Marysville to vacate existing public right-of-way that was dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2 for future extension of 67th Avenue NE, south of 44th Street NE; and

WHEREAS, following dedication of the public right-of-way, alignment of the extension of 67th Avenue NE, south of 44th Street NE, has been amended as reflected in the Marysville Comprehensive Plan and the dedicated right-of-way is no longer a public need; and

WHEREAS, Keystone Land, LLC, has submitted a subdivision application, known as Wyndham Hills, which will construct the 67th Avenue NE roadway extension, south of 44th Street NE, along the amended alignment, and which will be dedicated as public right-of-way with the recording of said subdivision; and

WHEREAS, upon receiving a petition for vacation, the Council shall by resolution set a time for a hearing on the petition pursuant to MMC 12.32.030 and RCW 35.79.010; and

WHEREAS, MMC 12.32.020 provides that, when a vacation is initiated by the City, or the City Council deems it in the best interest of the City of Marysville, the Council may waive all or any portion of such compensation that the City would receive from the vacation. At the time the Council initially has the petition before it in order to set the matter for public hearing by resolution, the Council shall consider the reports of the City Engineer and/or the Community Development Director shall determine whether or not it will require that the City be compensated as a condition of the vacation; and

WHEREAS, The City Engineer and Community Development Director have recommended Council waive all compensation of the vacated right-of-way, based on the following factors:

- (a) The right-of-way dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2 is no longer a public need, as the alignment of the 67th Avenue NE, south of 44th Street NE, has been amended as adopted in the Marysville Comprehensive Plan.
- (b) The right-of-way proposed to be vacated is approximately 16,170 SF and valued at approximately \$21,182. Dedication of the amended 67th Avenue NE extension, south of 44th Street NE, is approximately 61,000 SF.
- (c) The applicant is proposing to construct and dedicate the amended 67th Avenue NE roadway alignment, south of 44th Street NE, to a public standard; including sidewalks, planter strips, street lighting and utilities, at no cost to the public. The cost for constructing the 67th Avenue NE extension is approximately \$775,000.

WHEREAS, the Council desires to initiate vacation procedures for the existing public right-of-way that was dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2;

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

Section 1. Pursuant to MMC 12.32.020, **September 13, 2021 at 7:00 PM** is established as the time at which the City Council of the City of Marysville will hold a public hearing to consider the vacation of the existing public right-of-way dedicated with the recording of the subdivisions known as Sunnyside Ridge and Sunnyside Ridge Division 2, which is legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto.

Section 2. The Council, having considered the recommendation of the City Engineer and the Community Development Director, waives all compensation for vacation of the existing public right-of-way.

Section 3. The Council has determined that vacation of the existing public right-of-way would satisfy the criteria contained in MMC 12.32.060, specifically:

- (a) The vacation will provide a public benefit, allowing for construction and dedication of the 67th Avenue NE extension per the City’s Comprehensive Plan;
- (b) The vacation will not adversely affect the street pattern or circulation of the immediate area of the community as a whole;
- (c) The public need will not be adversely affected;
- (d) The Unopened Road is not contemplated or needed for future public use; and
- (e) No abutting owner will become landlocked or have their access substantially impaired.

ADOPTED by the City Council at an open public meeting this _____ day of _____, 2021.

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Exhibit "A"**67TH AVE NE****STREET VACATION PETITION LEGAL DESCRIPTION**

THE EAST 35.00 FEET OF THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT A POINT 660.00 FEET NORTH OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON;

THENCE WEST 1320.00 FEET, MORE OR LESS, TO THE EAST LINE OF COUNTY ROAD;

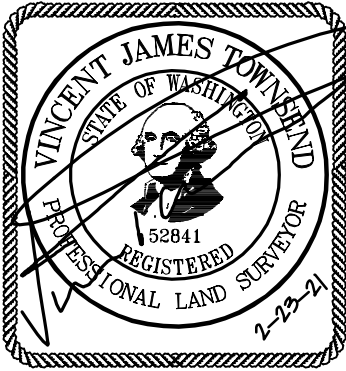
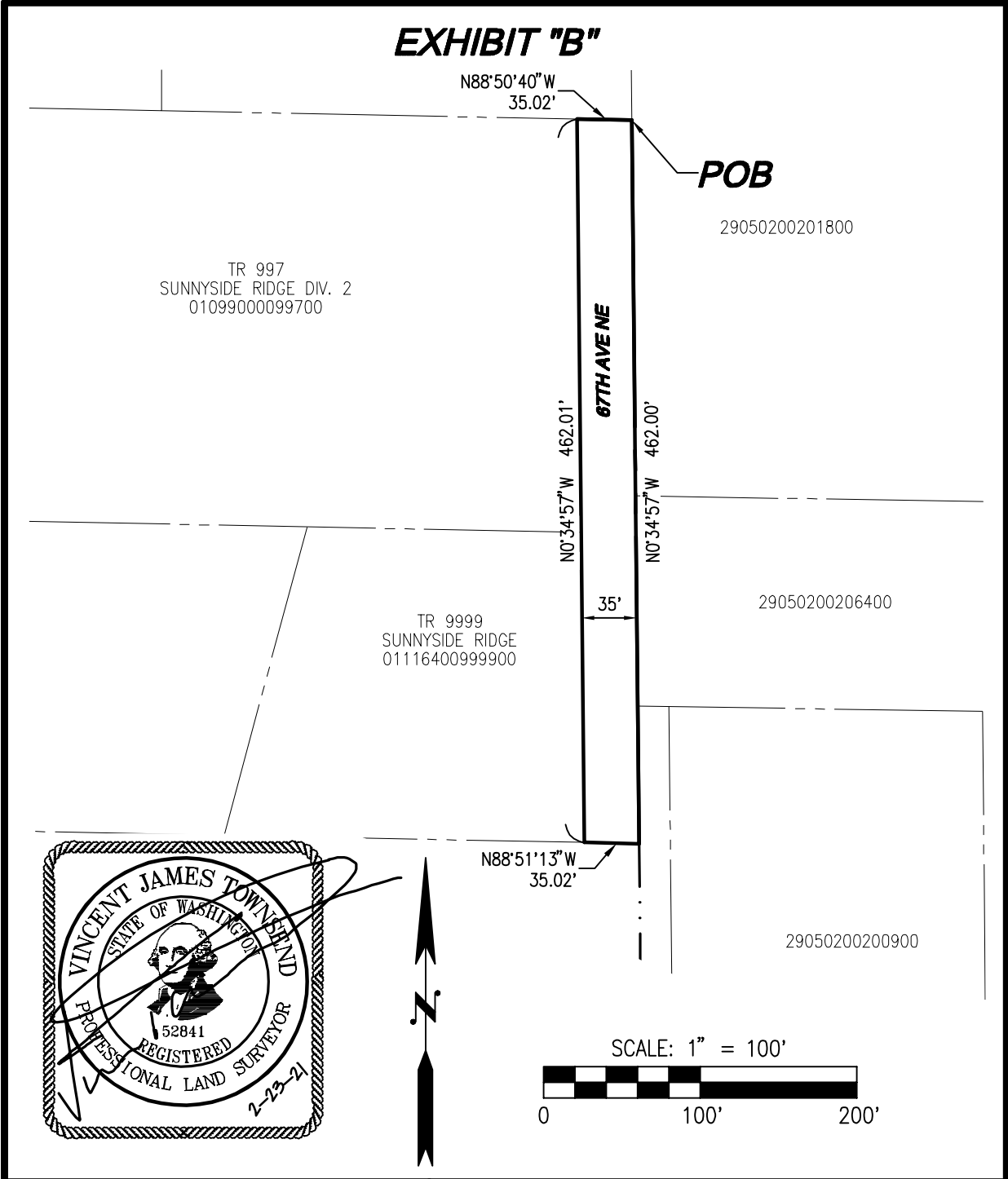
THENCE SOUTH 462.00 FEET;

THENCE EAST 1320.00 FEET;

THENCE NORTH 462.00 FEET TO THE POINT OF BEGINNING;

SAID PORTION BEING PREVIOUSLY DEDICATED RIGHT-OF-WAY ON SUNNYSIDE RIDGE AND SUNNYSIDE RIDGE DIVISION 2, AFN NO. 201003025001, 200805155186;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



LDC
THE CIVIL ENGINEERING GROUP

Engineering
Structural
Planning
Survey

20210 142nd Avenue NE Ph. 425.806.1869
Woodinville, WA 98072 Fx. 425.482.2893

www.LDCcorp.com

67TH AVE NE STREET VACATION PETITION EXHIBIT

A PORTION OF THE NE 1/4 OF SEC 3, TWN 29 N, RGE 5 E,
W.M., SNOHOMISH COUNTY, WASHINGTON

DRAWN BY:	DATE:	DRAWING FILE NAME:	SCALE:	JOB NUMBER:
MAR	2-23-21	C20-159-WYND-EX	1"=100'	C20-159

Index #20

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

CITY COUNCIL MEETING DATE: July 26, 2021

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

Frontier Communications Northwest, LLC (“Frontier”) is the authorized holder of a cable-system franchise in Marysville (the “Franchise,” attached hereto as Exhibit B). The Franchise was originally granted to Verizon Northwest in 2008, and assigned to Frontier in 2009. Frontier was in turn acquired by Northwest Fiber, LLC on May 1st, 2020, whereby Frontier became a wholly-owned subsidiary of Northwest Fiber. The City and Frontier previously entered into an amendment of the Franchise that extended the term of the Franchise by one year (attached hereto as Exhibit C).

The Franchise is set to expire on August 7, 2021. Frontier has requested that the term of the Franchise be extended by one year in order to provide it time to evaluate its operations in the City and to provide the parties time to negotiate a potential new franchise. The attached Second Amendment of Cable Franchise will extend the term of the Franchise by one year, to August 7, 2022.

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

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

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

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

WHEREAS, Frontier Communications Northwest, LLC, d/b/a Ziplly Fiber, (“Franchisee”) is the duly authorized holder of a franchise (the “Franchise”), authorizing Franchisee to operate and maintain a cable system in the City of Marysville (the “City”); and

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

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

WHEREAS, Frontier Communications Northwest, Inc. was later acquired by Northwest Fiber, with Frontier Communications Northwest, Inc. becoming a subsidiary of Northwest Fiber, and the City approved this transfer of control in 2019; and

WHEREAS, the City and Frontier Communications Northwest, Inc. previously agreed to a one-year extension to the Franchise in 2020; and

WHEREAS, Frontier Communications Northwest, Inc. has reconstituted itself as a limited liability company, and is now known as Frontier Communications Northwest, LLC (the “Franchisee”); and

WHEREAS, the Franchise is currently set to expire on August 7, 2021; and

WHEREAS, the City and Franchisee desire to extend the term of the Franchise for one year so that the Franchisee can continue to evaluate its operations in the City and to provide the parties additional time to negotiate a potential new franchise.

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

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

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction,

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

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

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

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2021.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

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

SECOND AMENDMENT OF CABLE FRANCHISE

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

WHEREAS, Frontier Communications Northwest, LLC, d/b/a Ziplly Fiber, (“Franchisee”) is the duly authorized holder of a franchise (the “Franchise”), authorizing Franchisee to operate and maintain a cable system in the City of Marysville (the “City”); and

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

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

WHEREAS, Frontier Communications Northwest, Inc. was later acquired by Northwest Fiber, with Frontier Communications Northwest, Inc. becoming a subsidiary of Northwest Fiber, and the City approved this transfer of control in 2019; and

WHEREAS, the City and Frontier Communications Northwest, Inc. previously agreed to a one-year extension to the Franchise in 2020; and

WHEREAS, Frontier Communications Northwest, Inc. has reconstituted itself as a limited liability company, and is now known as Frontier Communications Northwest, LLC (the “Franchisee”); and

WHEREAS, the Franchise is currently set to expire on August 7, 2021; and

WHEREAS, the City and Franchisee desire to extend the term of the Franchise for one year so that the Franchisee can continue to evaluate its operations in the City and to provide the parties additional time to negotiate a potential new franchise.

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

1. The term of the Franchise is hereby extended by one year, and shall now expire on August 7, 2022. All other terms and conditions contained in the Franchise shall remain in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

FRONTIER COMMUNICATIONS NORTHWEST, LLC:



By:

Its: Associate General Counsel

07/19/2021

Date

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Approved as to form:

Jon Walker, City Attorney

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

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

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

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

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

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

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

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

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

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

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

THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

1.13. *EG*: Educational and Governmental.

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

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

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

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

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

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

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

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

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

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

(a) fees charged for Basic Service;

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

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

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

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

Notwithstanding the foregoing, Gross Revenue shall not include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.35. Transfer of the Franchise:

1.35.1. Any transaction in which:

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

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

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

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

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

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

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

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

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

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

2.6. No Waiver:

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

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

2.7. Construction of Agreement:

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

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

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

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

3. **PROVISION OF CABLE SERVICE**

3.1. Service Area:

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

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

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

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

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

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

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

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

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

4. **FTTP NETWORK OPERATION**

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

5. SYSTEM FACILITIES

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

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

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

6. EG SERVICES

6.1. EG Set Aside:

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

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

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

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

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

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

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

6.2. EG Connections:

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

6.3. EG Grant:

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

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

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

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

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

7. FRANCHISE FEES

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

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

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

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

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

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

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

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

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

8. CUSTOMER SERVICE

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

9. REPORTS AND RECORDS

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

9.2. *Audit of Franchise Fee Payments.*

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

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

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

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

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

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

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

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

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

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

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

10. **INSURANCE AND INDEMNIFICATION**

10.1. Insurance:

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

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

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

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

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

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

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

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

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

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

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

10.2. Indemnification:

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

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

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

11. TRANSFER OF FRANCHISE

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

12. RENEWAL OF FRANCHISE

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

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

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

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

13. ENFORCEMENT AND TERMINATION OF FRANCHISE

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

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

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

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

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

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

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

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

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

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

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

The following liquidated damages shall apply:

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

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

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

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

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

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

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

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

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

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

14. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

14.6.1. Notices to Franchisee shall be mailed to:

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

14.6.2. with a copy to:

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

Basking Ridge, NJ 07920-1097

14.6.3. Notices to the City shall be mailed to:

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

AGREED TO THIS 5 DAY OF August, 2008.

City

By: Dennis L Kendall
Mayor

Verizon Northwest Inc.

By: Tim McCallion
Tim McCallion, President

FORM APPROVED
Attorney _____
Date 7/30/08

EXHIBITS

Exhibit A: Service Areas

Exhibit B: Municipal Building to be Provided Free Cable Service

Exhibit C: EG Origination Sites

Exhibit D: Sample Remittance Form

Exhibit E: Customer Service Standards

EXHIBIT A

Service Areas

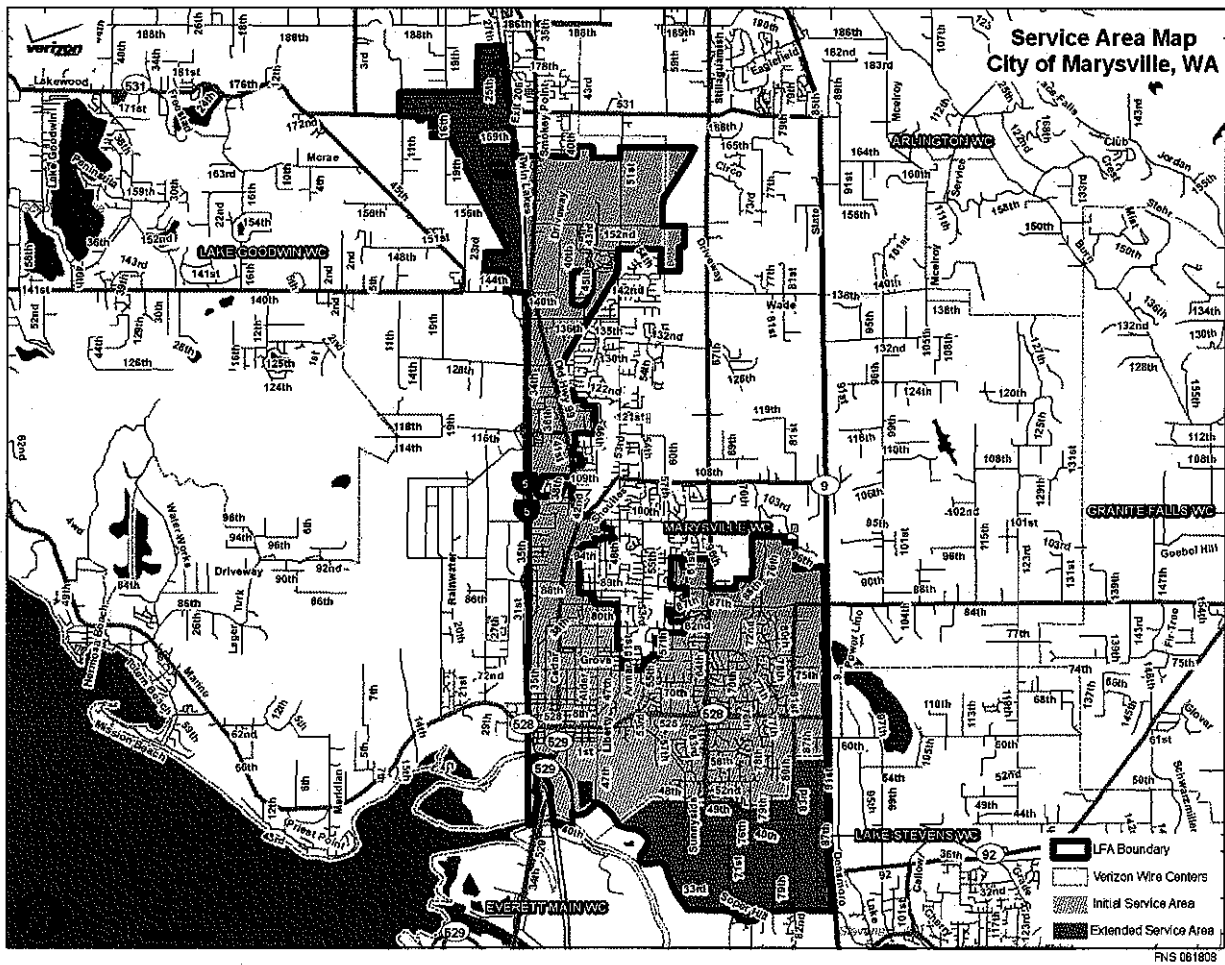


EXHIBIT B

MUNICIPAL BUILDING TO BE PROVIDED FREE CABLE SERVICE

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

EXHIBIT C
EG ORINATION SITES

Marysville Government Access Channel

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

Marysville School District Educational Access Channel

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

**EXHIBIT D
SAMPLE REMITTANCE FORM**

Franchise Fee Schedule/Report (Quarter and Year)

City of Marysville

Verizon - fGTE

Washington

Franchise Fee Rate: 5.00%

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

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

EXHIBIT E

CUSTOMER SERVICE STANDARDS

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

SECTION 1: DEFINITIONS

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

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

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

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

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

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

SECTION 2: TELEPHONE AVAILABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

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

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

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

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

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

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

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

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

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

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5: CUSTOMER COMPLAINTS REFERRED BY THE CITY

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

SECTION 6: BILLING

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

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

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

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

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

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

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

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

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

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

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

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

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

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

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

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

SECTION 8: RATES, FEES AND CHARGES

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

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

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

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

SECTION 9: DISCONNECTION /DENIAL OF SERVICE

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

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

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

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

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

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

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

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

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

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

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

(2) A separate electronic notification.

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

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

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

(1) Products and Cable Service offered;

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

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

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the City, but with a notice advising the Subscriber to initially contact Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of Franchisee's office to which complaints may be reported.

A copy of notices required in this Subsection 10.G. will be given to the City at least fifteen (15) days prior to distribution to Subscribers if the reason for notice is due to a change that is within the control of Franchisee and as soon as possible if not within the control of Franchisee.

H. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

I. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the Channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

J. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

K. Franchisee will comply with privacy rights of Subscribers in accordance with applicable federal and state law, including 47 U.S.C. §551.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 3152

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

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

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

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

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

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

WHEREAS, the Transaction closed on May 1st, 2020; and

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

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

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

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

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

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

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

PASSED by the City Council and APPROVED by the Mayor this 8th day of June, 2020.


CITY OF MARYSVILLE

By 
JON NEHRING, MAYOR

Attest:

By 
TINA BROCK, DEPUTY CITY CLERK

Approved as to form:

By 
JON WALKER, CITY ATTORNEY

Date of publication: June 11, 2020

Effective Date (5 days after publication): June 16, 2020

AMENDMENT OF CABLE FRANCHISE

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

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

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

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

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

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

WHEREAS, the Transaction closed on May 1st, 2020; and

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

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


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

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

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

[SIGNATURES ON FOLLOWING PAGE]

NORTHWEST FIBER, LLC:

 5/12/20

By: George Baker Thomson, Jr.

Date

Its: Associate General Counsel

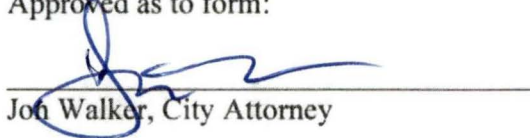
CITY OF MARYSVILLE:

 06/08/2020

Jon Nehring, Mayor

Date

Approved as to form:



Jon Walker, City Attorney

Index #21

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

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
Appointment of Sunshine Kapus to the Planning Commission	
PREPARED BY:	DIRECTOR APPROVAL:
Tina Brock, Deputy City Clerk	
DEPARTMENT:	
City Clerk	
ATTACHMENTS:	
Appointment Form	
BUDGET CODE:	AMOUNT:
SUMMARY:	

<p>RECOMMENDED ACTION: Mayor Nehring recommends City Council affirm his appointment of Sunshine Kapus to the Planning Commission.</p> <p>RECOMMENDED MOTION: City Council moves to authorize the Mayor to affirm the appointment of Sunshine Kapus to the Planning Commission.</p>
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Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint SUNSHINE KAPUS as a member of the PLANNING COMMISSION of the City of Marysville, pursuant to the Marysville Municipal Code 18.04.020; dated this 26th day of July, 2021.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PLANNING COMMISSION of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

SUNSHINE KAPUS

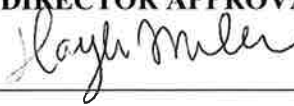
This term of appointment expires the 2nd day of August, 2026.

Index #22

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
Community and Housing Development Citizen Advisory Committee Appointments	
PREPARED BY:	DIRECTOR APPROVAL:
Amy Hess, Senior Planner	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
Ordinance 2897	
BUDGET CODE:	AMOUNT:
SUMMARY:	

On July 27, 2020, Marysville City Council confirmed the appointments of the youth, parks board, planning commission and council members to serve on the Community and Housing Development Citizen Advisory Committee (CAC). The CAC makes recommendations to City Council related to the City’s Community Development Block Grant (CDBG) program.

The youth, parks board, planning commission and council member terms are for 1 year and expire on July 27, 2021. The civic, faith, Senior, Racial/ethnic Diversity, and business member terms are for three years and expire July 9, 2021. Mayor Nehring is requesting the following appointments to the CAC:

First	Last	Representing	Term
Jasmyn	Davis	Youth	1- year
Mike	Leighan	Parks Board	1 - year
Roger	Hoeh	Planning Commission	1 - year
Mark	James	Council	1 - year
Tom	King	Council	1 - year
Greg	Kanehen	Faith	3 - year
Daryn	Bundy	Business	3 - year
Jodi	Condyles	Civic	3 - year
William	Hill	Education	3 – year

<p>RECOMMENDED ACTION: Staff recommends that Council confirm the appointments to the Community and Housing Development Citizen Advisory Committee.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to appoint the above members.</p>

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. 2897

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
 ESTABLISHING A CITIZEN ADVISORY COMMITTEE FOR HOUSING AND
 COMMUNITY DEVELOPMENT; AND ADDING A NEW CHAPTER 2.92 TO
 THE MARYSVILLE MUNICIPAL CODE.**

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

Section 1. A new Chapter 2.92 of the Marysville Municipal Code, entitled Citizen Advisory Committee for Housing and Community Development, is hereby adopted to read as follows:

2.92.010 Advisory committee established.

The citizen advisory committee for housing and community development is hereby established. The purpose of the committee is to act as an advisory board to city staff, the mayor and city council related to Community Development Block Grant (CDBG) plans and funding.

2.92.020 Membership and terms of office.

(1) Membership. The citizen advisory committee for housing and community development shall consist of nine (9) members who shall serve without compensation, each of whom shall be appointed by the mayor, subject to confirmation by the city council.

(2) Terms of appointment. With respect to the members appointed and confirmed to serve on the committee, the following provisions shall apply:

(a) All members shall reside within the corporate limits of the city.

(b) Appointments shall reflect a balance of interests and should be equally proportionate and contain no more than:

(i) Four (4) members shall represent the following communities, entities, or interests: business, educational, faith, charity, civic, low- and moderate-income persons, persons with disabilities, senior citizens, racially and ethnically diverse populations.

(ii) One (1) member shall be a youth representative of high school age.

(iii) Two (2) members shall be city council members.

(iv) One (1) member shall be a representative of the Marysville planning commission.

(v) One (1) member shall be a representative of the parks and recreation board.

(c) The terms of the members shall be as follows:

(i) Members appointed under subsection 2(b)(i) shall serve three (3) year terms.

(ii) The youth representative shall be appointed to at least a one (1) year term, but may be appointed to as much as a three (3) year term; and

(iii) The council, planning commission and parks and recreation board representatives shall be appointed to a one (1) year term.

(d) If a vacancy is created prior to the expiration of any member's term, the vacancy shall be filled by a person appointed by the mayor, subject to council confirmation. A person so appointed shall serve the remainder of the unexpired term.

(e) The mayor may remove any committee member from office whenever it is deemed to be in the public interest.

2.92.030 Committee organization.

The citizen advisory committee for housing and community development shall annually elect one of its members to serve as chairperson. Each of the members shall have one vote in all business coming before the committee. Five (5) members shall constitute a quorum for the transaction of business. A majority vote of those members present shall be necessary for the adoption or approval of any recommendation. The mayor shall appoint staff to assist the committee in the preparation of those reports and records as are necessary for the proper operation of the committee. The committee shall hold public meetings as necessary, and the notice of the time and place thereof shall be published as required by law and kept in the office of the city clerk.

2.92.040 Advisory duties and responsibilities.

The citizen advisory committee for housing and community development shall have the following advisory duties and responsibilities:

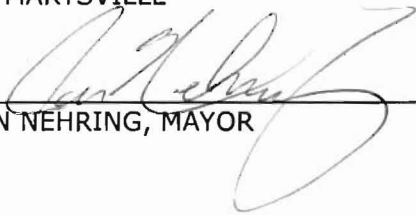
- (1) Evaluation and recommendation of a consolidated plan, and amendments thereto;
- (2) Evaluation and recommendation of an annual action plan, and amendments thereto;
- (3) Evaluation and recommendation on funding requests submitted to the city;
- (4) Review of program performance reports; and
- (5) Perform such other duties as may be requested by the mayor and city council.

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

Section 3. Effective Date. This ordinance shall take effect and be in force five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council and APPROVED by the Mayor this 14th day of May, 2012.

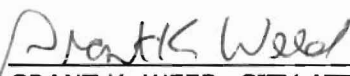
CITY OF MARYSVILLE

By: 
JON NEHRING, MAYOR

Attest:

By: 
SANDY LANGDON, CITY CLERK

Approved as to form:

By: 
GRANT K. WEED, CITY ATTORNEY

Date of Publication: 5/16/12

Effective Date: 5/21/12

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint DARYN BUNDY as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 26th day of July, 2021.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

DARYN BUNDY

This term of appointment expires the 9th day of July, 2024.

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint JODI CONDYLES as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 26th day of July, 2021.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

JODI CONDYLES

This term of appointment expires the 9th day of July, 2024.

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint JASMYN DAVIS as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 26th day of July, 2021.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

JASMYN DAVIS

This term of appointment expires the 27th day of July, 2022.

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint WILLIAM HILL as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 26th day of July, 2021.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

WILLIAM HILL

This term of appointment expires the 9th day of July, 2024.

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint ROGER HOEN as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 26th day of July, 2021.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

ROGER HOEN

This term of appointment expires the 27th day of July, 2022.

Office of the Mayor
Jon Nehring
 1049 State Avenue
 Marysville, WA 98020
 Phone: 360-363-8000
 Fax: 360-651-5033
 marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint MARK JAMES as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 26th day of July, 2021.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

MARK JAMES

This term of appointment expires the 27th day of July, 2022.

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint GREG KANEHEN as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 26th day of July, 2021.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

GREG KANEHEN

This term of appointment expires the 9th day of July, 2024.

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint TOM KING as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 26th day of July, 2021.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

TOM KING

This term of appointment expires the 27th day of July, 2022.

Office of the Mayor
Jon Nehring
 1049 State Avenue
 Marysville, WA 98020
 Phone: 360-363-8000
 Fax: 360-651-5033
 marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint MIKE LEIGHAN as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville, pursuant to the Marysville Municipal Code 2.92.020; dated this 26th day of July, 2021.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the COMMUNITY AND HOUSING DEVELOPMENT CITIZEN ADVISORY COMMITTEE of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

MIKE LEIGHAN

This term of appointment expires the 27th day of July, 2022.

Index #23

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

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
Appointment of Michael Oliphant and Re-Appointment of Gayle Bluhm and Jodi Condyles to the Parks, Culture, and Recreation Advisory Board	
PREPARED BY:	DIRECTOR APPROVAL:
Tina Brock, Deputy City Clerk	
DEPARTMENT:	
City Clerk	
ATTACHMENTS:	
Appointment Form	
BUDGET CODE:	AMOUNT:
SUMMARY:	

RECOMMENDED ACTION:
Mayor Nehring recommends City Council affirm his appointment of Michael Oliphant and Re-Appointment of Gayle Bluhm and Jodi Condyles to the Parks, Culture, and Recreation Advisory Board

RECOMMENDED MOTION:
City Council moves to authorize the Mayor to affirm the appointment of Michael Oliphant and Re-Appointment of Gayle Bluhm and Jodi Condyles to the Parks, Culture, and Recreation Advisory Board



Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby appoint MICHAEL OLIPHANT as a member of the MARYSVILLE PARKS, CULTURE, AND RECREATION ADVISORY BOARD of the City of Marysville, pursuant to the Marysville Municipal Code 2.20.030; dated this 26th day of July, 2021.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the MARYSVILLE PARKS, CULTURE, AND RECREATION ADVISORY BOARD of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

MICHAEL OLIPHANT

This term of appointment expires the 28th day of February, 2023.



Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint GAYLE BLUHM as a member of the MARYSVILLE PARKS, CULTURE, AND RECREATION ADVISORY BOARD of the City of Marysville, pursuant to the Marysville Municipal Code 2.20.030; dated this 26th day of July, 2021.

MAYOR

I do swear and affirm I will perform the duties assigned to me as a member of the MARYSVILLE PARKS, CULTURE, AND RECREATION ADVISORY BOARD of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

GAYLE BLUHM

This term of appointment expires the 31st day of August, 2024.



Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, JON NEHRING, duly elected and acting Mayor of the City of Marysville, do hereby re-appoint JODI CONDYLES as a member of the MARYSVILLE PARKS, CULTURE, AND RECREATION ADVISORY BOARD of the City of Marysville, pursuant to the Marysville Municipal Code 2.20.030; dated this 26th day of July, 2021.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the MARYSVILLE PARKS, CULTURE, AND RECREATION ADVISORY BOARD of the City of Marysville in the manner required by law.

Dated this 26th day of July, 2021

JODI CONDYLES

This term of appointment expires the 31st day of August, 2024.