

## Marysville City Council Meeting

April 22, 2013

7:00 p.m.

City Hall

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Committee Reports**

**Presentations**

A. Employee Services Awards

**Audience Participation**

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

1. Approval of the March 25, 2013 City Council Meeting Minutes.
2. Approval of the April 1, 2013 City Council Work Session Minutes.

**Consent**

3. Approval of the April 3, 2013 Claims in the Amount of \$967,414.24; Paid by Check Number's 83668 through 83793 with Check Number's 78935 and 83546 Voided.
4. Approval of the April 10, 2013 Claims in the Amount of \$318,625.36; Paid by Check Number's 83794 though 83936 with Check Number's 82343 and 83585 Voided.
5. Approval of the April 5, 2013 Payroll in the Amount of \$1,421,673.50; Paid by Check Number's 26433 through 26480.

**Review Bids**

6. Award the Bid for the 10<sup>th</sup> Street Sidewalk (Beach Avenue to Cedar Avenue) Contract to Reece Trucking and Excavating, Inc. in the Amount of \$88,662.15 Including Washington State Sales Tax and Approve a Management Reserve of \$7,500 for a Total Allocation of \$96,162.15.

**Public Hearings**

**New Business**

**Marysville City Council Meeting****April 22, 2013****7:00 p.m.****City Hall**

7. Amendment No. 1 to the Interlocal Aid Agreement with Snohomish County Public Works for Minor Street Projects for Municipal Services.

8. Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby Securing Funding for the State Avenue Overlay (92<sup>nd</sup> Street NE to 100 Street NE).

9. Agreement Future Urban Growth Area Requests between Cities of Arlington and Marysville.

10. Supplemental Agreement No. 1 No Cost Professional Services Agreement Extension with Macaulay & Associates, Ltd. for Professional Services on the 156<sup>th</sup> Street Local Improvement District.

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

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

**Adjourn**

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

# *Index #1*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Committee Reports</b>	
<b>Presentations</b>	
Volunteer of the Month	Continued
<b>Approval of Minutes</b>	
Approval of the February 25, 2013 City Council Meeting Minutes.	Approved
Approval of the March 4, 2013 City Council Work Session Minutes.	Approved
Approval of the March 7, 2013 City Council Special Meeting Minutes.	Approved
<b>Consent Agenda</b>	
Approval of the March 20, 2013 Payroll in the Amount of \$904,653.98; Paid by Check Number's 26394 through 26432.	Approved
Approval of the March 6, 2013 Claims in the Amount of \$913,713.99; Paid by Check Number's 83032 through 83154 with Check Number 83000 Voided.	Approved
Approval of the March 13, 2013 Claims in the Amount of \$521,177.95; Paid by Check Number's 83155 through 83333 with No Check Number's Voided.	Approved
<b>Review Bids</b>	
<b>Public Hearing</b>	
<b>New Business</b>	
Interlocal Cooperation Agreement by and Among Snohomish County, the City of Marysville and Snohomish County Fire Protection District No. 12 for the Housing of a Mobile Command Vehicle.	Approved
Interlocal Cooperation Agreement by and between Snohomish County and the City of Marysville for the Use of Mobile Communication Vehicles.	Approved
An <b>Ordinance</b> of the City of Marysville, Washington Relating to the City's Growth Management Act Comprehensive Plan and Approving the Recommendations of the Marysville Planning Commission For Amending The Comprehensive Plan By Adopting Amendments to Chapter 4 – Land Use Element Section(S): B.III Industrial; and Planning Area 10: Smokey Point Neighborhood Amending Goals, Policies, and Chapter Discussions Related to the Designation of a Manufacturing/Industrial Center (MIC) and Adding New Map Specifically Delineating a Local MIC Boundary as well as Identifying a Future Regional MIC Boundary with the City of Arlington.	Approved Ord. No. 2921
A Resolution of the City of Marysville Relating to Procedures for the Conduct of Business at Council Meetings, and Repealing Resolution Number 2322.	Approved Res. No. 2342
<b>Legal</b>	
<b>Mayor's Business</b>	
Civil Service Commission Appointment: Dennis Kendall.	Approved
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
Reconsider the decision at last week's meeting to place on the agenda and to draft a resolution concerning Citizens United.	Approved
<b>Adjournment</b>	8:11 p.m.

<b>Executive Session</b>	8:15 p.m.
<b>Litigation - two items concerning pending litigation</b>	
<b>Real Estate - two items concerning real estate</b>	
<b>Adjournment</b>	8:47 p.m.

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
March 25, 2013

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance. Jeff Hastings from Turning Point Community Church gave the invocation.

**Roll Call**

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

**Mayor:** Jon Nehring

**Council:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

**Absent:** None

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Commander Robb Lamoureux, City Attorney Thom Graafstra, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

**Committee Reports**

Councilmember Michael Stevens reported on the March 20 Fire District Board of Directors meeting where the following items were discussed:

- The Fire District is still waiting for the audit exit conference.
- Operations calls continue to be up this year over last year.
- They will be having a part-time recruits class in May to fill in some challenges with staffing regarding ObamaCare being enacted and how this relates to full-time and part-time employees.
- The Fire District will be participating in the Rudy Wright memorial mural and field dedication at Cedar Field on April 13 at 1:00.
- New officers were welcomed for the Firefighters Local 3219.

## **Audience Participation**

Peter, PO Box 191, Marysville, WA 98270, brought up concerns about Lakewood Station in Marysville just north of 172<sup>nd</sup>. He is adamantly opposed to the project because there are a lot of things he feels have not been addressed adequately. He believes there should be three east-west lanes in each direction. A center median with plants and vegetation should also be installed to improve aesthetics as has been done in Bellevue. Even though this is DOT's responsibility, he thinks if Marysville asks it will be done. He then complained that he and other neighbors received the Notice of Application on February 28 with a deadline to appeal by March 4. This is not adequate time for neighbors to get together to fight the project or discuss different aspects they may disagree with. He spoke with city staff who informed him it had to do with delays at the post office. He was also told that the notice was posted at the project; however, when he went there over the weekend three of the four signs were down on the ground. He does not feel that the citizens have had adequate notification, and he believes this is grounds for delaying the project. Also, for this project the developer plans on raising the grade of the soil by three feet. When White-Leasure did this in that area it created a drainage problem. He thinks there needs to be a change in the code having to do with sound walls between commercial properties and residential properties. He expressed concern about noise from traffic, especially trucks. He recommended a 6 to 8 foot sound wall separating the commercial and where people may be sleeping. Finally, regarding the apartments at the back of the project, he expressed concern that they plan to not only raise the grade, but also build apartments twenty feet from the property line. He expressed concern that the residents do not have enough input regarding the impacts of this development. At the very least, he believes that a proper sound wall needs to be put in.

CAO Hirashima informed Peter that there is a Hearing Examiner meeting this week where these concerns can also be addressed.

Councilmember Seibert asked CAO Hirashima about a minimum notification for hearings. CAO Hirashima stated that the notices are required to be mailed ten days before the hearing, but that doesn't mean they arrive ten days prior. She indicated she would encourage staff to get the mailings out sooner. Councilmember Seibert suggested that Council review this part of the code to ensure adequate notification of citizens. He thought that 30 days prior to the hearing would be more sufficient. CAO Hirashima indicated that they could review it, but noted that due to the scope of this particular project there have been several neighborhood meetings and other notifications since last summer.

## **Approval of Minutes**

1. Approval of the February 25, 2013 City Council Meeting Minutes.

**Motion** made by Councilmember Stevens, seconded by Councilmember Muller, to approve the minutes as presented. **Motion** passed unanimously (7-0).

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2. Approval of the March 4, 2013 City Council Work Session Minutes.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the minutes as presented. **Motion** passed unanimously (7-0).

3. Approval of the March 7, 2013 City Council Special Meeting Minutes.

Councilmembers Seibert and Stevens stated they would be abstaining as they were absent at the March 7 meeting.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to approve the minutes as presented. **Motion** passed (5-0) with Councilmembers Seibert and Stevens abstaining.

### **Consent**

4. Approval of the March 20, 2013 Payroll in the Amount of \$904,653.98; Paid by Check Number's 26394 through 26432.
5. Approval of the March 6, 2013 Claims in the Amount of \$913,713.99; Paid by Check Number's 83032 through 83154 with Check Number 83000 Voided.
6. Approval of the March 13, 2013 Claims in the Amount of \$521,177.95; Paid by Check Number's 83155 through 83333 with No Check Number's Voided.

**Motion** made by Councilmember Stevens, seconded by Councilmember Norton, to approve Consent Agenda items 4, 5, and 6. **Motion** passed unanimously (7-0).

### **Review Bids**

### **Public Hearings**

### **New Business**

7. Interlocal Cooperation Agreement by and Among Snohomish County, the City of Marysville and Snohomish County Fire Protection District No. 12 for the Housing of a Mobile Command Vehicle.

Director Nielsen reviewed this item and related item 8. There were no comments or questions.

**Motion** made by Councilmember Wright, seconded by Councilmember Seibert, to approve the Interlocal Cooperation Agreement by and Among Snohomish County, the City of Marysville and Snohomish County Fire Protection District No. 12 for the Housing of a Mobile Command Vehicle. **Motion** passed unanimously (7-0).

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8. Interlocal Cooperation Agreement by and between Snohomish County and the City of Marysville for the Use of Mobile Communication Vehicles.

**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to approve the Interlocal Cooperation Agreement by and between Snohomish County and the City of Marysville for the Use of Mobile Communication Vehicles. **Motion** passed unanimously (7-0).

9. An **Ordinance** of the City of Marysville, Washington Relating to the City's Growth Management Act Comprehensive Plan and Approving the Recommendations of the Marysville Planning Commission For Amending The Comprehensive Plan By Adopting Amendments to Chapter 4 – Land Use Element Section(S): B.III Industrial; and Planning Area 10: Smokey Point Neighborhood Amending Goals, Policies, and Chapter Discussions Related to the Designation of a Manufacturing/Industrial Center (MIC) and Adding New Map Specifically Delineating a Local MIC Boundary as well as Identifying a Future Regional MIC Boundary with the City of Arlington.

Cheryl Dungan explained that staff is proposing text amendments in order to designate a local Manufacturing/Industrial Center (MIC) as well as to qualify for future regional MIC designation jointly with the City of Arlington. The local MIC designation would identify the area as a major employment center that attracts manufacturing and industrial uses. The proposed amendments would supplement existing MIC policies that are currently in the Comprehensive Plan to further strengthen the City's support and desire to establish an MIC. The proposed amendments also update existing goals and polices to support the future regional Marysville-Arlington MIC. The regional designation would encompass areas within both city limits; approximately 45% of the land is within Marysville. Some of the requirements for designation of a regional MIC are: a minimum of 20,000 jobs, 80% of the area has to be zoned Industrial, and limitations to retail uses in the area to those specifically supporting the manufacturing and industrial uses and the workers there. The local MIC establishes a local boundary that allows the City the ability to apply for additional grant money. There were no comments or questions by Council.

**Motion** made by Councilmember Wright, seconded by Councilmember Stevens, to approve Ordinance 2921. **Motion** passed unanimously (7-0).

10. A Resolution of the City of Marysville Relating to Procedures for the Conduct of Business at Council Meetings, and Repealing Resolution Number 2322.

CAO Hirashima explained that this would enable the Mayor Pro Tem to also be called the Council President as discussed at a previous meeting.

**Motion** made by Councilmember Toyer, seconded by Councilmember Muller, to approve Resolution 2342. **Motion** passed unanimously (7-0).

**Legal****Mayor's Business**

11. Civil Service Commission Appointment: Dennis Kendall.

**Motion** made by Councilmember Seibert, seconded by Councilmember Stevens, to approve the appointment of Dennis Kendall to the Civil Service Commission. **Motion** passed unanimously (7-0).

Additional Mayor's Business:

- He had a good meeting with Rear Admiral Michael White who expressed great gratitude for the hospitality of the City of Marysville and its care for military families.
- The Easter Egg Hunt is coming up this Saturday.
- He went to Olympia to testify on the RSO bill at the Public Safety Committee last week.

**Staff Business**

Jim Ballew:

- It will be a perfect Saturday for the Easter Egg Hunt. They are anticipating a lot of people.
- The spring and summer activity guide has gone out in the mail. He commended Doug Buell for his work on this and staff for putting together the menu offerings.
- The Maryfest Pageant was held over the weekend.

Robb Lamoureux:

- The Police department is extremely busy with all the recent promotions and new hires.
- Police are preparing for the Rudy Wright memorial mural opening and the Heroes Half Marathon.
- He thanked Parks and Recreation for the great class offerings and noted he will be signing up for a couple classes.

Kevin Nielsen:

- He commented on the extreme weather the area has been having.
- WSDOT is putting a roundabout in at Highway 9 and Getchell. They are in design phase and looking at getting right of way right now. Councilmember Seibert asked why the functional signal is being torn out and being replaced with a roundabout. Director Nielsen said it was based on the Highway 9 corridor analysis. DOT concluded it would be better than a traffic signal. Councilmember Seibert expressed concern about people slowing down too much and actually causing more of a slowdown. Director Nielsen stated he would forward the preliminary design on to Council. Councilmember Muller thought that a single

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lane would not meet the capacity. Director Nielsen explained it was based on trip numbers.

- He was disappointed to report that 156th got tagged from top to bottom over the weekend.

Mayor Nehring thanked Worth Norton and his team for helping get the tablets ready for Council and supporting Council with that over the past few weeks.

Worth Norton indicated he would be available after the meeting to help anyone who needed help with the tablets.

Sandy Langdon had no comments.

Thom Graafstra noted he would be present at meetings for some time while Grant Weed is out for hip replacements.

Gloria Hirashima:

- She reported that an Everett Marysville Odor Monitoring Project meeting held by the Puget Sound Clean Air Agency in Everett on Tuesday. She gave an update on the status of Seattle's composting contract. Seattle City Council is currently discussing the contract.
- She stated the need for an Executive Session to discuss two items related to real estate and two items related to pending litigation which were expected to take 20 minutes with no action requested.

### **Call on Council**

Kamille Norton commended the Parks department on the great offerings in the spring and summer activity guide.

Steve Muller discussed a letter from a citizen who expressed concerns about business being conducted without a license. CAO Hirashima explained that staff had not been able to locate any code violations.

Rob Toyer commented that 528 looks great after the weeding and spreading of beauty bark.

Michael Stevens had no comments.

Jeff Seibert commented that there was a lot of snow in Everett on Friday.

Donna Wright had no comments.

Jeff Vaughan stated that he wasn't at the last Council meeting when the item was discussed regarding Citizens United. He expressed concerns about unintended consequences with considering a resolution such as this. Regardless of the merits of

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this matter, he believes it would change the dynamics on the Council and could open the door for divisions among council members on political matters which may not impact our community directly. Also, giving groups like theirs the opportunity to have a platform for their activism can take time away from Council meetings and take away time from staff. In general, this sets a precedent he is not comfortable with. He recommended that the Council not move forward with the resolution that was recommended at the previous meeting.

Councilmember Toyer spoke in support of Councilmember Vaughan's comments.

Councilmember Seibert thanked Councilmember Vaughan for bringing up some good points, but explained that he would still like this to move forward for discussion.

Councilmember Wright expressed concern that this would take staff and attorney time which might be used for issues more important to citizens right now.

Councilmember Norton concurred with Councilmember Wright and Vaughan. She offered to make a motion for reconsideration. Councilmember Seibert spoke against reconsidering this because he thought that a motion had been made at a prior council meeting to put this on the agenda for discussion. There was some discussion about the background of this particular item.

Councilmember Muller did not think there would be much staff time required for this item because City Attorney Grant Weed had indicated he would just bring a copy of a resolution he had drafted for Oak Harbor.

Councilmember Vaughan agreed that it might not take a lot of staff time right now, but he was concerned about the precedent that this might set for other groups to come in in the future and that it might divert the Council from the important work they need to do in the community.

Councilmember Toyer suggested just leaving this as an agenda item and not having the draft resolution.

Councilmember Muller said he wanted to see a draft resolution in order to better understand this. He thinks this is a big deal and they should stand up for something that is wrong.

Councilmember Stevens said he was absent at the meeting as well. He requested any information that had been distributed at the meeting.

Councilmember Vaughan encouraged council members who felt that this was important to pursue it individually and not as part of the Council's agenda. He thinks the Council's focus needs to be on things that are local and important to the residents.

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**Motion** made by Councilmember Norton, seconded by Councilmember Toyer, to reconsider the decision at last week's meeting to place on the agenda and to draft a resolution concerning Citizens United.

Councilmember Stevens stated he would abstain as he was not present at the meeting. Councilmember Seibert informed him that under council rules, an abstention would be a yes vote. City Attorney Graafstra clarified that if the abstention was publicly stated it was allowed.

**Motion** carried 4-2 with Councilmembers Seibert and Muller voting against the motion and Councilmember Stevens abstaining.

Council recessed at 8:11 p.m. until 8:15 at which time they reconvened into Executive Session to discuss two items related to real estate and two items related to pending litigation which were expected to take 20 minutes with no action requested.

### **Executive Session**

- A. Litigation - two pending litigation items – RCW 42.30.110 (1)(i)
- B. Personnel
- C. Real Estate - two items – RCW 42.30.110 (1)(b)

**Motion** made by Councilmember Muller, seconded by Councilmember Wright to extend Executive Session 10 minutes. **Motion** passed unanimously (7-0).

### **Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:47 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Mayor  
Jon Nehring

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April O'Brien  
Deputy City Clerk

# *Index #2*

COUNCIL*DRAFT*  
MINUTES**Work Session**

April 1, 2013

**Call to Order / Pledge of Allegiance**

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

**Roll Call**

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

**Mayor:** Jon Nehring

**Council:** Steve Muller, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

**Absent:** Kamille Norton

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Chief Smith, City Attorney Thom Graafstra, Public Works Director Kevin Nielsen, Planning Manager Chris Holland, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

**Motion** made by Councilmember Wright, seconded by Councilmember Muller, to excuse Councilmember Norton's absence. **Motion** passed unanimously (6-0).

**Committee Reports**

Councilmember Wright reported on the Public Safety Committee which was held last Wednesday:

- Commander Goldman's department adopted a motto: *Respect, Support, and Dignity*.
- Lt. Thomas reported on the neighborhood watch which is going well. There is a new person who has stepped forward and is willing to head the program and is putting together starter kits.
- There was a report on Operations staffing. Commander Wade discussed changes that are being made and how people are moving around in roles within the department in order to cross train.

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- A SODO report will be coming to Council soon.

**Presentations****Approval of Minutes**

1. Approval of the March 18, 2013 City Council Meeting Minutes.

**Consent**

2. Approval of the March 20, 2013 Claims in the Amount of \$495,477.49; Paid by Check Number's 83334 through 83552 with Check Number's 75462 and 82120 Voided.
3. Approval of the March 27, 2013 Claims in the Amount of \$235,000.79; Paid by Check Number's 83553 through 83667 with No Check's Number's Voided.

**Review Bids****Public Hearings** (to be held on April 8, 2013)**Community Development Block Grant DRAFT Program Year (PY) 21013 Annual Action Plan (AAP). (Reference item 8)**

Planning Manager Chris Holland explained that this is the Program Year 2013 Annual Action Plan for the CDBG Program. It has taken the projects that Council approved in December and put those into the AAP with all the goals. Staff is anticipating \$218,000 in funds for Program Year 2013, but staff will notify Council if that number shrinks significantly. Staff was able to add maps this year on the AAP to show where the projects are. No comments have been received through the whole comment period.

Councilmember Toyer asked when they would find out the final funding amount. Chris Holland was not sure since the City was not given a deadline.

**New Business**

4. Total Health Events to Conduct a Special Event on Sunday, April 28, 2013, Including the Street Closure of Southbound Alder Avenue, South of 2<sup>nd</sup> Street, and Northbound SR529 South of 2<sup>nd</sup> Street, as Requested by the Applicant.

CAO Hirashima explained that this is related to the Heroes Half-Marathon which requires some street closures. There were no comments or questions.

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5. Two Quit Claim Deeds Accepting Ownership of the Stormwater Facility Tracks within the Rakestraw Subdivision.

Director Nielsen stated that these two Quit Claim Deeds are for the subdivision of Rakestraw. This was a pilot program to see how labor intensive it would be to take over a stormwater facility in a neighborhood. This was a very active HOA one of the best test cases they could come up with.

6. Professional Services Agreement between the City of Marysville and Murray, Smith and Associates, Inc.

Director Nielsen stated that this is to perfect the water sources for the two Sunnyside Wells and the Highway 9 well. This will provide the City with other options for obtaining water. There were no comments or questions.

7. Interlocal Agreement between the City of Granite Falls, and the City of Marysville for Outdoor Video Services.

Parks and Recreation Director Ballew stated that this is a renewal agreement for outdoor video services for the City of Granite Falls. Granite Falls will be showing three films; Marysville will be providing equipment and staff.

8. Approve the CDBG PY2013 AAP, as Recommended by the CAC on March 5, 2013; Provide a Summary of, and Response to Any Comments Received During the Public Hearing into the PY2013 AAP, and Direct Staff to Forward the PY2013 to the U.S. Department of Housing and Urban Development.

Reviewed above under *Public Hearings*.

9. An **Ordinance** of the City of Marysville, Washington, Amending the City's Municipal Code and Development Regulations By Amending MMC Chapter 22C.060, Smokey Point Master Plan Area – Design Requirements, By Amending Chapter 9, Design Guidelines, of the Smokey Point Master Plan; and Amending Section 22A.010.160 of MMC Chapter 22A.010, General Administration, Related to Tracking Amendments to the City's Uniform Development Code.

Chris Holland stated that staff looked at several industrial parks in the area to compare design standards. Staff is recommending strengthening design standards in order to get a higher quality of architectural design and more cohesion of development in the Smokey Point Master Plan. There were no comments or questions.

10. An **Ordinance** of the City of Marysville, Washington, Amending the City's Land Use Standards Repealing the Current Temporary Use Provisions Outlined in MMC Chapter 22C.110, Adopting a New MMC Chapter 22C.110, Temporary Uses, Amending the General Fee Structure in MMC 22G.030.020, and Amending Section 22A.010.160 of MMC Chapter 22A.010, General Administration, Related to Tracking Amendments to the City's Uniform Development Code.

Chris Holland explained that this relates to the Transitory Accommodations Code which is a portion of the Temporary Use Section of the Marysville Municipal Code. In 2010 the legislature passed some rules and regulations that allow religious organizations to open what is commonly known as *tent cities*. It also prohibits cities from disallow them. Cities are allowed to develop rules and regulations to provide public health and safety protections for our communities. Staff reviewed a lot of tent city or transitory accommodation codes; the one being proposed was modeled mainly after Bothell's code. This code puts a lot of protections in place for the citizens to ensure that this would be a compatible use. One of the highlights is that there is a cap of 90 days per calendar year for any religious organization. It doesn't only apply to religious organizations; it would also apply to other property owners if they want to host the same thing. There would be no discrepancy in the rules between religious organizations and private property owners.

Councilmember Seibert questioned why the City had gone beyond the WAC's requirement of allowing this for religious organizations and extended it to private property owners. Planning Manager Holland explained that the WAC states you cannot disallow for religious organizations. The additional step that the proposed code provides is to make sure that the City is providing those protections not only to religious organizations, but to other private property owners. That way no one could host one of these facilities without complying with all of the rules, regulations and protections. Councilmember Seibert expressed concern that by not limiting these facilities to religious organizations they were opening themselves up to these facilities cropping up in neighborhoods and anywhere in the city. Sr. Planner Holland explained that staff was trying to further protect the city from situations such what happened south of 116<sup>th</sup> where squatters were living. This would require property owners to comply with all the rules and regulations, including getting a permit. Councilmember Seibert said he still doesn't think it is the proper thing to do to allow just anybody to do this. CAO Hirashima asked if Councilmember Seibert was saying he would like to limit this to only religious organizations. Councilmember Seibert stated that was his preference.

City Attorney Thom Graafstra commented on how easy it is for anyone to create a religious corporation simply by paying a licensing fee. If someone is intent on doing this, requiring them to be a religious organization would not be a deterrent. He thought that having regulations that are more generally applicable makes more sense. His recommendation would be to regulate it this way because the City would be covering the spectrum of potential users out there.

Councilmember Seibert pointed out that the agenda bill states that the facility would have to be located on the property owned by the religious organization. City Attorney Graafstra explained that private individuals could easily deed the property from themselves to themselves as a religious corporation and accomplish the same thing. Councilmember Seibert didn't think the average person who would go through all that hassle would be someone who would think it was okay to have a tent city on their property for 90 days each year. City Attorney Graafstra disagreed based on the history of tent cities, but noted that this was Council's decision.

CAO Hirashima suggested they may want to further review what kind of conditions to put on this. She explained that she became concerned with this issue when they removed the one encampment from a property. That was not a situation where the owners allowed it, but because the City had to contact the owners to get permission to trespass those individuals, it occurred to her that this could be a problem if one of the owners actually liked the idea of the encampment on their property as a charitable deed. She discussed how this part of the proposed code came about as a way to prevent property owners from allowing squatters without any regulations in place.

Councilmember Seibert asked if the City could outright prohibit these facilities on private property other than religious organizations. City Attorney Graafstra stated that that issue has not been tested in the court. He expressed concern that this could be deemed discriminatory. State law specifically says religious organizations can do this. The background of tent cities in this area is a group in Seattle called SHARE/WHEEL. They typically do not own the property or control it, but work with a church that has property and enter into some kind of temporary arrangement with them. He thought that if someone wanted to start a tent city in Marysville that was not a religious organization the City could get sued if the regulations prohibited it.

Councilmember Toyer asked if the proposed regulations would make it more difficult for these groups to assemble. City Attorney Graafstra thought the proposed regulations would give the City a basis to review and approve or disapprove a transitory housing facility.

Councilmember Seibert referred to page 10-27, section (d)(i) and (ii) where it talks about requiring advance discussions with nearby childcare facilities and schools. He expressed concern that there was no timeline noted here. Planning Manager Holland pointed out that there is a 30-day limit for negotiations to be worked out. This section just requires advance notification for those agencies so they know that the permit is coming in, and they can directly contact the City with any concerns. Councilmember Seibert asked for more specific details about how this process would work. Planning Manager Holland explained that those details have not been worked out yet, but the City will provide an entire checklist and a full application packet of how the process will be worked through.

Councilmember Seibert referred to p. 229 and asked about the sunset clause for temporary real estate offices. Planning Manager Holland explained that on the draft that went to the Planning Commission, the sunset clause had expired. Planning Commission Chair Leifer noticed that and thought it should be continued. The draft the Planning Commission adopted did not contain a sunset clause. It will just be an allowed temporary use to put a temporary sales trailer on a lot within a plat without having to convert one of the constructed homes to a model home. CAO Hirashima reviewed the history of this item and the reason the clause had been there in the first place.

Councilmember Stevens referred to item (d)(i) and noted that *proscribed* should be corrected to *prescribed*.

## Legal

### Mayor's Business

Mayor Nehring:

- He stated he received a letter from Mr. Harshman who wanted to thank Jim Ballew for his great service with his work on the Bayview Trail and with the neighbors. Mr. Harshman also expressed some concern about neighborhood burning going on and requested enforcement of burn laws.
- The Easter Egg Hunt on Saturday was a great event with several thousand residents participating. He commended the Parks department and all the volunteers who made the event happen.
- At SCT they discussed a vote on the 2035 population targets. They also discussed a new alternative dispute resolution method that has been put in place.

### Staff Business

Chief Smith:

- He had a rejuvenating vacation. While he was sitting on the beach watching waves he thought about how hard everyone has worked and was very appreciative of the city's accomplishments. He thanked the Council, Mayor Nehring and staff for their leadership and direction.
- The Police department is going through many changes due to the internal promotions. It is exciting to watch the enthusiasm of staff.
- He knows someone who is partnering with 511. They will be bringing training here in July and want Marysville to host it. The City will receive three free slots for doing that and will probably send some additional people to it. He spoke to the value of the partnerships they have developed over the years.
- After all of the promotions were complete, Mayor Nehring and Gloria Hirashima came to the Police department on Tuesday for an internal ceremony and open house. The Mayor gave a great discussion in terms of leadership in honor of those folks that were promoted. CAO Hirashima also spent time speaking with the staff and was extremely well received. Chief Smith thanked Mayor Nehring and CAO Hirashima for their participation; it meant a lot to the staff.

Kevin Nielsen:

- Public Works Committee meeting will be held on the April 12th.
- *Save the Change* signs are up around town, and more will be installed.
- He commended Paul Rochon who got the 156th Bridge painted before Easter weekend.
- Staff will be out mowing and weed-eating in full force now that the weather is improving.

Chris Holland had no additional comments.

Sandy Langdon:

- Auditors have notified staff they are pushing the audit out a month.
- The Easter Egg Hunt was a very nice event. She thanked the Streets department for 528. The bark looks great.

Thom Graafstra reported that Grant Weed's surgery went well, but it will be probably six weeks before he is back to a regular schedule.

Gloria Hirashima:

- She thanked Thom Graafstra for filling in for Grant Weed during his absence and for his helpfulness and availability.
- Staff is doing an amazing job. There is tremendous activity throughout all the departments with the economy picking up.
- The bridge and 528 looks great.
- Good job to staff on all the spring events. The employees are doing a great job.
- She stated the need for an Executive Session to discuss two real estate items, one of which would require multiple actions. The Executive Session was expected to last 15 minutes with a potential extension.

### **Call on Councilmembers**

Rob Toyer thanked Mayor Nehring for passing his comment along about the entrance to Marysville. He was very pleased to notice that action was taken the next day. Thanks to Kevin Nielsen and his group.

Michael Stevens commented that the Easter Egg Hunt was a great event. It was a beautiful day.

Jeff Seibert stated that the three new commanders were at the Public Safety meeting. It was nice to see their enthusiasm. There was discussion about issues related to the SODA ordinance. Chief Smith stated that staff is working through those issues and is very eager to move forward.

Donna Wright remarked that the Easter Egg Hunt was very well organized with a huge amount of volunteers. She commended all the staff and volunteers involved.

Steve Muller stated that at the Historical Society meeting tonight he learned that WSDOT created a 13-minute DVD on the Ebey Slough Bridge.

Jeff Vaughan had no comments.

The Council recessed at 7:55 for five minutes after which time they reconvened into Executive Session to discuss two real estate items, one of which would require multiple actions, and expected to last 15 minutes with a potential extension.

*DRAFT***Executive Session**

- A. Litigation - per RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate – per RCW 42.30.110(1)(ib)

**Action Item**

- 11. Planned action on a real-estate transaction

**Motion** made by Councilmember Muller, seconded by Councilmember Seibert to authorize the Mayor to sign the advance Mitigation Agreement. Motion passed (6-0)

**Motion** made by Councilmember Stevens, seconded by Councilmember Vaughan to authorize the Mayor to signs the Supplemental Easement Conveyance Agreement. Motion passed (6-0)

**Motion** made by Councilmember Muller, seconded by Councilmember Wright to authorize the Mayor to signs the Access Permit/TCE subject to Chief Administrative Officer and City Attorney Approval to Form. Motion passed (6-0)

**Motion** made by Councilmember Muller, seconded by Councilmember Wright to extend Executive Session to 8:23 p.m. Motion passed (7-0).

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 8:23 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Mayor  
Jon Nehring

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April O'Brien  
Deputy City Clerk

# *Index #3*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 22, 2013

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 **April 3, 2013** claims in the amount of **\$967,414.24** paid by **Check No.'s 83668 through 83793** with **Check No.'s 78935 & 83546 voided.**

## COUNCIL ACTION:

**CLAIMS  
FOR  
PERIOD-4**

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 **\$967,414.24 PAID BY CHECK NO.'S 83668 THROUGH 83793 WITH CHECK NO.'S 78935 & 83546 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

  
\_\_\_\_\_  
AUDITING OFFICER

*4-9-13*  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **3<sup>rd</sup> DAY OF APRIL 2013.**

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 3/28/2013 TO 4/3/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
83668	ABBEY, MATT	REFUND ELEC/MECH/PLUMBING PER	GENERAL FUND	4.50
	ABBEY, MATT		GENERAL FUND	4.50
	ABBEY, MATT		GENERAL FUND	4.50
	ABBEY, MATT		NON-BUS LICENSES AND PEF	170.00
	ABBEY, MATT		NON-BUS LICENSES AND PEF	215.00
	ABBEY, MATT		COMMUNITY DEVELOPMENT	350.00
83669	ADVANTAGE BUILDING S	JANITORIAL SERVICE	COMMUNITY CENTER	250.00
83670	ALPINE PRODUCTS INC	THERMO PLASTIC	TRAFFIC CONTROL DEVICES	18,972.42
83671	ANAME, MASOUMEH	REFUND-INSUFFICIENT REGISTRATI	PARKS-RECREATION	59.00
83672	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.86
	ARAMARK UNIFORM		EQUIPMENT RENTAL	19.98
	ARAMARK UNIFORM		EQUIPMENT RENTAL	19.98
83673	ASSN OF WA CITIES	CNF#:1,034-38594 AWC REGISTRAT	PERSONNEL ADMINISTRATIO	200.00
83674	BATTERIES PLUS	UPS BATTERY REPLACEMENTS	WATER FILTRATION PLANT	37.21
	BATTERIES PLUS		SOURCE OF SUPPLY	44.77
	BATTERIES PLUS		WASTE WATER TREATMENT	92.82
	BATTERIES PLUS		WATER DIST MAINS	111.34
	BATTERIES PLUS		WATER RESERVOIRS	111.34
	BATTERIES PLUS		SEWER LIFT STATION	287.20
83675	BELTON, KYLE	UB 800407070001 5728 66TH ST N	WATER/SEWER OPERATION	22.83
83676	BENKOMATIC	SERVICE CALL TO REPAIR SWEEPER	EQUIPMENT RENTAL	1,605.14
83677	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-325.80
	BICKFORD FORD	SPEED SENSOR	EQUIPMENT RENTAL	25.98
	BICKFORD FORD	HOSE KIT	EQUIPMENT RENTAL	112.06
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	429.90
	BICKFORD FORD	INSTRUMENT PANEL	EQUIPMENT RENTAL	681.40
83678	BLUMENTHAL UNIFORMS	UNIFORM CREDIT-SWEENEY	DETENTION & CORRECTION	-117.21
	BLUMENTHAL UNIFORMS	UNIFORM-WADE	POLICE ADMINISTRATION	8.69
	BLUMENTHAL UNIFORMS	ADMIN NAME TAGS	POLICE ADMINISTRATION	12.81
	BLUMENTHAL UNIFORMS	UNIFORM-GOLDMAN	POLICE ADMINISTRATION	29.27
	BLUMENTHAL UNIFORMS	CHEVRONS	POLICE PATROL	38.44
	BLUMENTHAL UNIFORMS	UNIFORM-SWEENEY	DETENTION & CORRECTION	160.73
	BLUMENTHAL UNIFORMS	UNIFORM-BUELL, L	POLICE ADMINISTRATION	193.47
	BLUMENTHAL UNIFORMS	UNIFORM-THOMAS	POLICE ADMINISTRATION	195.10
	BLUMENTHAL UNIFORMS	UNIFORM-AKAU	POLICE ADMINISTRATION	209.49
	BLUMENTHAL UNIFORMS	HOLSTERS	POLICE PATROL	312.06
	BLUMENTHAL UNIFORMS	UNIFORM-FORSLOF	POLICE PATROL	390.74
	BLUMENTHAL UNIFORMS	UNIFORM-SHOVE	POLICE PATROL	462.47
	BLUMENTHAL UNIFORMS	UNIFORM-WADE	POLICE ADMINISTRATION	479.25
	BLUMENTHAL UNIFORMS	UNIFORM-PLAMBECK	POLICE PATROL	727.51
83679	BRYANT, STEVE	REIMBURSE WA BOATERS CERTIFICA	UTIL ADMIN	10.00
83680	BUD BARTON'S GLASS	DOOR REPAIRS	GOLF ADMINISTRATION	382.77
	BUD BARTON'S GLASS		MAINTENANCE	382.77
83681	BUELL, DOUG	REIMBURSE PHOTO CREDITS/POSTAG	EXECUTIVE ADMIN	148.97
	BUELL, DOUG		EXECUTIVE ADMIN	200.00
83682	BUELL, JOHN	REIMBURSE MEALS-TRAINING	UTIL ADMIN	55.06
83683	CALLAHAN, KALEB	REIMBURSE CDL RENEWAL FEES	GENERAL SERVICES - OVERH	85.00
83684	CALLAWAY GOLF	GOLF BAG	GOLF COURSE	177.00
83685	CAPITAL ONE COMMERC	SUPPLY REIMBURSEMENT	PERSONNEL ADMINISTRATIO	86.43
83686	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	2,468.94
83687	CDW GOVERNMENT INC	HP REPLACEMENT BATTERIES	IS REPLACEMENT ACCOUNTS	141.34
83688	CEMEX	ASPHALT	ROADWAY MAINTENANCE	206.39
83689	CERTIFIED LAB	PERMALUBE	MAINTENANCE	287.92
83690	COMCAST	MONTHLY BROADBAND CHARGES	COMPUTER SERVICES	217.50
83691	CONCRETE NOR'WEST	SAND	MAINTENANCE	1,469.77
83692	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,915.44
83693	CROP PRODUCTION SRVC	EMBARK	MAINTENANCE	424.63
83694	DELONY, STUART	UB 220620000000 12508 45TH DR	WATER/SEWER OPERATION	32.94
83695	DONNELSON, DIANE	UB 570729950002 17501 27TH AVE	WATER/SEWER OPERATION	30.00
83696	DYNAMIC BRANDS, LLC	GOLF CART	GOLF COURSE	93.60
83697	E&E LUMBER	DOC SHED SUPPLIES	ROADSIDE VEGETATION	55.71

**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>
83697	E&E LUMBER	DOC SHED SUPPLIES	STORM DRAINAGE	55.71
	E&E LUMBER	SHEARS AND CUTTING BLADES	WATER SERVICES	68.01
83698	EDWARDS, ANGELA	REFUND CLASS FEES	PARKS-RECREATION	55.00
83699	ENGINEERING BUSINESS	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.43
83700	EVERETT BARK	BARK	PARK & RECREATION FAC	56.67
	EVERETT BARK		PARK & RECREATION FAC	113.35
	EVERETT BARK		PARK & RECREATION FAC	283.37
83701	EVERETT COMMUNITY CO	TEAM LEAD TRAINING-OLSON	UTIL ADMIN	315.00
83702	FAUCHALD, PATRICK JA	UB 070870000002 5515 95TH ST N	WATER/SEWER OPERATION	32.07
83703	FAULKNER, JOHN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	358.88
83704	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	42.90
83705	FIRESTONE	TIRES (4)	EQUIPMENT RENTAL	586.83
83706	FRANCOIS, NICHOLAS O	UB 830316500001 7106 69TH PL N	WATER/SEWER OPERATION	60.80
	FRANCOIS, NICHOLAS O		WATER/SEWER OPERATION	87.43
83707	GEIST, LOIS	REIMBURSE MEAL-TRAINING	UTIL ADMIN	19.15
83708	GENUINE AUTO GLASS	REPLACE TRACTOR DOOR GLASS	EQUIPMENT RENTAL	342.09
83709	GOVCONNECTION INC	KEYBOARDS AND PHONE CORDS	IS REPLACEMENT ACCOUNTS	185.73
83710	GRAINGER	RESTROOM FAN (2)	MAINTENANCE	110.33
83711	GRAYBAR ELECTRIC CO	FIBER PATCH CABLE	COMPUTER SERVICES	92.47
	GRAYBAR ELECTRIC CO	COMEFORD RESTROOM FIXTURE	PARK & RECREATION FAC	163.95
83712	GREENSHIELDS	TANK PRESSURE RETURN KIT	EQUIPMENT RENTAL	606.01
	GREENSHIELDS	HOSES AND FITTINGS	EQUIPMENT RENTAL	832.23
	GREENSHIELDS	TRANSPORT CHAINS AND RATCHET B	ROADWAY MAINTENANCE	990.57
	GREENSHIELDS		STORM DRAINAGE	990.58
83713	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	755.75
83714	GUY, KRISTIE	REIMBURSE WELLNESS SUPPLIES/TR	PERSONNEL ADMINISTRATION	50.61
	GUY, KRISTIE		PERSONNEL ADMINISTRATION	63.54
83715	HARBOR FREIGHT TOOLS	BREAKER BAR AND CUTOFF WHEELS	WATER SERVICES	124.36
83716	HARRIS, JANENE	UB 760029000001 7018 53RD PL N	WATER/SEWER OPERATION	23.24
83717	HD FOWLER COMPANY	CRISPIN SEATS	WATER FILTRATION PLANT	199.82
83718	HD SUPPLY WATERWORKS	VALVES, ORINGS AND HYDRANT OIL	HYDRANTS	186.31
83719	HELENA CHEMICAL CO	FERTILIZERS	MAINTENANCE	3,341.35
83720	IRON MOUNTAIN	ROCK	STORM DRAINAGE	215.83
83721	JENKINS, JOSHUA	UB 986702000001 6702 49TH ST N	GARBAGE	544.49
83722	JUPP, DYLAN ALEC	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
83723	KINGSFORD, ANDREA	REIMBURSE EASTER EGG HUNT/TEA	RECREATION SERVICES	60.82
	KINGSFORD, ANDREA		RECREATION SERVICES	257.10
83724	LASTING IMPRESSIONS	UNIFORM CAP	POLICE PATROL	21.72
83725	LAW, LYMAN, DANIEL, KAM	LEGAL FEES	NON-DEPARTMENTAL	820.16
	LAW, LYMAN, DANIEL, KAM		WASTE WATER TREATMENT	2,460.51
83726	LES SCHWAB TIRE CTR	DRIVE AXLE TIRES (2)	ER&R	452.93
83727	LICENSING, DEPT OF	ADINOLFI, LOUIS (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CHANGE, NICHOLAS (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOEHRKLE, ADAM (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	VINSON, DANIEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WELLINGTON, JAMES (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JARMON, LAWRENCE (LT RENEWAL)	GENERAL FUND	21.00
83728	LICENSING, DEPT OF	DRIVING ABSTRACTS	UTIL ADMIN	117.00
83729	LICENSING, DEPT OF	NOTARY FEE-SCHNEIDER	UTILITY BILLING	30.00
83730	LOWES HIW INC	HEX BITS, HOLDER, BASKET AND P	WATER FILTRATION PLANT	103.35
83731	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	186,507.35
	MARYSVILLE FIRE DIST		FIRE-GENL	559,522.05
83732	MARYSVILLE PRINTING	BUSINESS CARDS	DETENTION & CORRECTION	84.60
	MARYSVILLE PRINTING	ENVELOPES	COMMUNITY DEVELOPMENT-	162.90
	MARYSVILLE PRINTING	GOLF COURSE GIFT CERTIFICATES	PRO-SHOP	192.77
83733	MARYSVILLE, CITY OF	UTILITY CHARGES-601 DELTA AVE	NON-DEPARTMENTAL	39.79
83734	MENNENGA, DAN	UB 091671920001 9711 52ND AVE	WATER/SEWER OPERATION	22.12
83735	MORGAN, IRVIN & CHUN	UB 651449132001 10710 59TH DR	WATER/SEWER OPERATION	32.60
83736	MOUNT, HERMAN	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	96.20
83737	NELSON PETROLEUM	FUEL CONSUMED-GOLF COURSE	MAINTENANCE	423.81
83738	NEWBERRY GROUP	CELLEBRITE TRAINING-WIERSMA	POLICE TRAINING-FIREARMS	1,800.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
83739	NEXTEL	ACCT #130961290	WATER FILTRATION PLANT	60.36
	NEXTEL		SEWER LIFT STATION	60.36
83740	NIELD, JOHN	REIMBURSE POSTAGE FEES	UTILITY BILLING	48.88
83741	NORTH SOUND HOSE	NOZZLE, CONNECTOR AND CAPS	WATER FILTRATION PLANT	207.58
83742	NORTHUP GROUP	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	1,020.00
83743	NRPA	NRPA MEMBERSHIP-NORTON, K	PARK & RECREATION FAC	60.00
83744	OFFICE DEPOT	OFFICE SUPPLIES	PERSONNEL ADMINISTRATIO	54.99
	OFFICE DEPOT		POLICE INVESTIGATION	56.25
	OFFICE DEPOT		POLICE INVESTIGATION	114.49
	OFFICE DEPOT		EXECUTIVE ADMIN	142.45
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	227.45
	OFFICE DEPOT	CITY POSTER FRAMES	PARK & RECREATION FAC	384.42
	OFFICE DEPOT	INSTRUCTOR SERVICES	RECREATION SERVICES	72.00
83745	OLASON, MONICA		RECREATION SERVICES	84.00
	OLASON, MONICA		RECREATION SERVICES	84.00
	OLASON, MONICA		RECREATION SERVICES	168.00
	OLASON, MONICA		RECREATION SERVICES	186.00
	OLASON, MONICA		RECREATION SERVICES	216.00
83746	OLIPHANT, ROCKY P &	UB 985917000000 5917 48TH ST N	GARBAGE	20.68
83747	PACIFIC POWER PROD.	PTO SHAFT	MAINTENANCE	610.22
83748	PAPE MACHINERY	BOLT AND WASHER	EQUIPMENT RENTAL	41.89
	PAPE MACHINERY	CUTTING EDGE	EQUIPMENT RENTAL	625.09
83749	PARAMOUNT SUPPLY	SPRING	WATER FILTRATION PLANT	229.89
83750	PARTS STORE, THE	CIRCUIT BREAKER	EQUIPMENT RENTAL	10.30
	PARTS STORE, THE	HEADLIGHT	EQUIPMENT RENTAL	11.39
	PARTS STORE, THE	UJOINT	EQUIPMENT RENTAL	28.43
	PARTS STORE, THE	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	141.34
83751	PCMG, INC.	NETWORK PRINTER AND TONER	COMPUTER SERVICES	170.50
	PCMG, INC.		IS REPLACEMENT ACCOUNTS	688.53
83752	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	195.30
83753	PELZER GOLF SUPPLIES	GRIPS	GOLF COURSE	36.28
	PELZER GOLF SUPPLIES		GOLF COURSE	83.83
83754	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	36.90
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	83.26
	PETROCARD SYSTEMS		STORM DRAINAGE	105.47
	PETROCARD SYSTEMS		MAINTENANCE	157.48
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	235.10
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	395.64
	PETROCARD SYSTEMS		PARK & RECREATION FAC	521.25
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,642.92
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,186.20
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	5,670.39
	PETROCARD SYSTEMS		POLICE PATROL	7,332.91
83755	PETTY CASH- POLICE	PATROL/EVOC/CALL OUT SUPPLIES	DETENTION & CORRECTION	11.36
	PETTY CASH- POLICE		POLICE PATROL	14.06
	PETTY CASH- POLICE		POLICE PATROL	72.77
83756	PLATT	CONNECTION REPAIR PARTS	WASTE WATER TREATMENT	150.79
	PLATT		WASTE WATER TREATMENT	176.29
83757	POTTER, BRENT	REIMBURSE CDL INTERSTATE FEES	GENERAL SERVICES - OVERH	10.00
83758	PROGRESSIVE BUSINESS	SUBSCRIPTION RENEWAL-PR	FINANCE-GENL	230.00
83759	PUD	ACCT #2027-2901-8	TRANSPORTATION MANAGEM	94.88
	PUD	ACCT #2034-3089-7	STREET LIGHTING	102.38
	PUD	ACCT #2030-6201-3	STREET LIGHTING	103.58
	PUD	ACCT #2025-5745-0	STREET LIGHTING	218.43
	PUD	ACCT #2026-8910-5	WASTE WATER TREATMENT	227.14
	PUD	ACCT #2024-9063-7	SEWER LIFT STATION	268.73
	PUD	ACCT #2020-3007-8	TRANSPORTATION MANAGEM	303.50
	PUD	ACCT #2022-9433-6	STREET LIGHTING	309.45
	PUD	ACCT #2032-3100-6	TRANSPORTATION MANAGEM	334.83
	PUD	ACCT #2025-7232-7	STREET LIGHTING	371.87
	PUD	ACCT #2002-2385-7	PARK & RECREATION FAC	508.87

**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>
83760	PUGET SOUND ENERGY	ACCT #856-208-715-8	NON-DEPARTMENTAL	75.18
	PUGET SOUND ENERGY	ACCT #433-744-084-8 DELTA BLDG	NON-DEPARTMENTAL	190.64
83761	PUGET SOUND SECURITY	KEYS	POLICE PATROL	21.16
83762	PUMPTECH INC	DIAGNOSE AND REPAIR PUMP IR	SOURCE OF SUPPLY	228.06
83763	PURE ATHLETICS INC.	GOLF SHOES	GOLF COURSE	1,754.27
83764	QUINSTAR CORP	SOFTWARE ANNUAL RENEWAL	WATER/SEWER OPERATION	-67.94
	QUINSTAR CORP		WATER QUAL TREATMENT	428.97
	QUINSTAR CORP		WASTE WATER TREATMENT	428.97
83765	RESCH, JOSH	UB 091451046000 14510 46TH AVE	WATER/SEWER OPERATION	99.00
83766	ROBINSON, MIKE	REIMBURSE NETTING AND SUPPLIES	MAINTENANCE	196.79
83767	RYAN HERCO PRODUCTS	PVC CONNECTIONS	PUMPING PLANT	22.01
	RYAN HERCO PRODUCTS		PUMPING PLANT	70.92
83768	SALAS, ARTURO & TERR	UB 151040000000 4503 127TH PL	WATER/SEWER OPERATION	22.31
83769	SEATTLE TIMES, THE	SUBSCRIPTION RENEWAL ACCT # 60	EXECUTIVE ADMIN	66.95
83770	SENTINEL OFFENDER SE	EHM SERVICES-FEB 2013	DETENTION & CORRECTION	976.53
83771	SIGMAN, MICHAEL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	499.50
83772	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	110,428.00
83773	SNO CO TREASURER	2013 PROPERTY TAXES	PARK & RECREATION FAC	17.96
	SNO CO TREASURER		GMA - STREET	71.84
	SNO CO TREASURER		WATER RESERVOIRS	5,965.87
83774	STATE PATROL	ACCESS USER FEE	OFFICE OPERATIONS	534.00
83775	SWICK-LAFAVE, JULIE	REIMBURSE INMATE SUPPLIES	DETENTION & CORRECTION	17.01
83776	TACOMA SCREW PRODUCT	NUTS, BOLTS, SCREWS AND CONNEC	EQUIPMENT RENTAL	40.90
83777	TANDEM SERVICE CORP	PORTABLE RESTROOMS	PARK & RECREATION FAC	174.25
	TANDEM SERVICE CORP		RECREATION SERVICES	409.25
83778	TAYLORMADE	UTILITY CLUB	GOLF COURSE	121.00
	TAYLORMADE	GOLF BALLS	GOLF COURSE	307.50
83779	TITLEIST	DRIVER	GOLF COURSE	279.41
83780	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	5,154.78
83781	VERIZON/FRONTIER	AMR LINES	METER READING	439.42
83782	VERIZON/FRONTIER	LONG DISTANCE PHONE CHARGES	YOUTH SERVICES	0.04
	VERIZON/FRONTIER		LEGAL-GENL	0.15
	VERIZON/FRONTIER		FACILITY MAINTENANCE	0.19
	VERIZON/FRONTIER		ANIMAL CONTROL	0.26
	VERIZON/FRONTIER		PURCHASING/CENTRAL STO	0.33
	VERIZON/FRONTIER		COMMUNITY CENTER	0.44
	VERIZON/FRONTIER		CITY CLERK	0.91
	VERIZON/FRONTIER		EQUIPMENT RENTAL	1.64
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	1.92
	VERIZON/FRONTIER		GOLF ADMINISTRATION	2.03
	VERIZON/FRONTIER		FINANCE-GENL	2.94
	VERIZON/FRONTIER		GENERAL SERVICES - OVER	4.20
	VERIZON/FRONTIER		COMPUTER SERVICES	4.32
	VERIZON/FRONTIER		POLICE ADMINISTRATION	4.53
	VERIZON/FRONTIER		WASTE WATER TREATMENT	5.74
	VERIZON/FRONTIER		UTILITY BILLING	5.80
	VERIZON/FRONTIER		LEGAL - PROSECUTION	6.66
	VERIZON/FRONTIER		EXECUTIVE ADMIN	7.24
	VERIZON/FRONTIER		UTIL ADMIN	8.09
	VERIZON/FRONTIER		POLICE INVESTIGATION	8.34
	VERIZON/FRONTIER		STORM DRAINAGE	10.29
	VERIZON/FRONTIER		DETENTION & CORRECTION	11.29
	VERIZON/FRONTIER		POLICE PATROL	13.63
	VERIZON/FRONTIER		ENGR-GENL	14.76
	VERIZON/FRONTIER		MUNICIPAL COURTS	14.94
	VERIZON/FRONTIER		OFFICE OPERATIONS	15.41
	VERIZON/FRONTIER		PARK & RECREATION FAC	17.92
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	37.20
83783	VERIZON/FRONTIER	ACCT #36065125170927115	STREET LIGHTING	50.03
	VERIZON/FRONTIER	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	50.57
	VERIZON/FRONTIER	PHONE CHARGES	ENGR-GENL	53.41

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 3/28/2013 TO 4/3/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
83783	VERIZON/FRONTIER	PHONE CHARGES	POLICE ADMINISTRATION	53.41
	VERIZON/FRONTIER		POLICE PATROL	53.41
	VERIZON/FRONTIER		ADMIN FACILITIES	53.41
	VERIZON/FRONTIER		COMMUNICATION CENTER	53.41
	VERIZON/FRONTIER		LIBRARY-GENL	53.41
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	53.41
	VERIZON/FRONTIER	ACCT #36065771080927115	STREET LIGHTING	54.31
	VERIZON/FRONTIER	ACCT #36065962121015935	MAINT OF GENL PLANT	54.31
	VERIZON/FRONTIER	ACCT #36065976670111075	OFFICE OPERATIONS	54.31
	VERIZON/FRONTIER	ACCT #25300628501027055	UTIL ADMIN	66.55
	VERIZON/FRONTIER	ACCT #25301441101027055	UTIL ADMIN	66.55
	VERIZON/FRONTIER	ACCT #25300981920624965	SEWER LIFT STATION	93.05
	VERIZON/FRONTIER	ACCT #36065191230801065	WATER FILTRATION PLANT	102.55
	VERIZON/FRONTIER	ACCT #36065943981121075	PUBLIC SAFETY BLDG.	105.88
	VERIZON/FRONTIER	PHONE CHARGES	COMMUNITY DEVELOPMENT-	106.81
	VERIZON/FRONTIER		DETENTION & CORRECTION	106.81
	VERIZON/FRONTIER		OFFICE OPERATIONS	106.81
	VERIZON/FRONTIER		COMMUNITY CENTER	106.81
	VERIZON/FRONTIER		GOLF ADMINISTRATION	106.81
	VERIZON/FRONTIER		GOLF ADMINISTRATION	106.81
	VERIZON/FRONTIER	ACCT #36065340280125085	ADMIN FACILITIES	108.62
	VERIZON/FRONTIER	PHONE CHARGES	UTILITY BILLING	160.22
	VERIZON/FRONTIER		WASTE WATER TREATMENT	213.62
	VERIZON/FRONTIER		PARK & RECREATION FAC	267.00
	VERIZON/FRONTIER		UTIL ADMIN	348.52
83784	VINYL SIGNS & BANNER	CORRUGATED BLANKS	RECREATION SERVICES	95.03
83785	WARDEN, KATHLEEN	UTILITY TAX REBATE	UTIL ADMIN	36.96
	WARDEN, KATHLEEN		NON-DEPARTMENTAL	46.08
	WARDEN, KATHLEEN		UTIL ADMIN	137.74
83786	WASHINGTON MUTUAL	UB 981472739000 14727 43RD AVE	GARBAGE	242.00
83787	WASTE MANAGEMENT	ACCT #201-0059938-4968-5	PARK & RECREATION FAC	67.81
83788	WCIA	NOTARY BOND-SCHNEIDER	UTILITY BILLING	50.00
83789	WOGGE, CHESTER	USED GOLF BALLS	GOLF COURSE	150.00
83790	WOOD, LISA	INSTRUCTOR SERVICES	RECREATION SERVICES	24.00
	WOOD, LISA		RECREATION SERVICES	48.00
	WOOD, LISA		RECREATION SERVICES	259.20
83791	WOODMANSEE, LAUREN		RECREATION SERVICES	411.60
83792	WRIGHT, DONNA	REIMBURSE TRAVEL EXPENSE-NLC C	CITY COUNCIL	2,099.67
83793	YOUNG, WILLIAM	UB 986917370000 6917 37TH PL N	WATER/SEWER OPERATION	100.47

WARRANT TOTAL. 967,694.02

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

CHECK # 78935 CHECK LOST (59.00)  
 CHECK # 83546 INITIATOR ERROR (220.78)

967,414.24

# *Index #4*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 22, 2013**

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 **April 10, 2013** claims in the amount of **\$318,625.36** paid by **Check No.'s 83794 through 83936 with Check No.'s 82343 & 83585 voided.**

**COUNCIL ACTION:**

**CLAIMS  
FOR  
PERIOD-4**

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 **\$318,625.36 PAID BY CHECK NO.'S 83794 THROUGH 83936 WITH CHECK NO.'S 82343 & 83585 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **10<sup>th</sup> DAY OF APRIL 2013.**

\_\_\_\_\_  
COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 4/4/2013 TO 4/10/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
83794	3M	OVERLAY AND GREEN FILM	TRANSPORTATION MANAGEM	900.02
83795	ABELL, NANCY	REIMBURSE OFFICE SUPPLY/REFRES	PERSONNEL ADMINISTRATIO	9.74
	ABELL, NANCY		EXECUTIVE ADMIN	51.06
83796	ACTIVE ENGINEERING	REIMBURSE ELEC PERMIT FEES	GENERAL FUND	4.50
	ACTIVE ENGINEERING		COMMUNITY DEVELOPMENT	50.00
83797	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	77.92
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.17
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	695.75
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	829.31
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
	ADVANTAGE BUILDING S		UTIL ADMIN	1,185.92
83798	AFTS	REMITTANCE PROCESSING	UTILITY BILLING	908.52
	AFTS	WEB PAYMENT SERVICES	UTILITY BILLING	1,012.50
	AFTS	BILL PRINTING SERVICES	UTILITY BILLING	8,837.59
83799	AICHER, NICOLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
83800	ALFYS PIZZA	USER GROUP MEETING LUNCH	MUNICIPAL COURTS	39.06
83801	AMERICAN PLANNING	MEMBERSHIP DUES-HIRASHIMA	COMMUNITY DEVELOPMENT-	500.00
83802	AMSAN SEATTLE	JANITORIAL SUPPLIES	WASTE WATER TREATMENT	247.39
	AMSAN SEATTLE		UTIL ADMIN	279.66
	AMSAN SEATTLE		MAINT OF GENL PLANT	287.44
	AMSAN SEATTLE		ADMIN FACILITIES	288.74
	AMSAN SEATTLE		COURT FACILITIES	317.06
	AMSAN SEATTLE		PUBLIC SAFETY BLDG.	368.22
83803	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	11.35
	ARAMARK UNIFORM		EQUIPMENT RENTAL	19.98
	ARAMARK UNIFORM		EQUIPMENT RENTAL	19.98
83804	ARLINGTON HARDWARE	WATER TABLE AND BLADDER SUPPLI	WATER DIST MAINS	200.78
83805	AURORA STORAGE	RECORDS VAULT DIVIDERS	GENERAL FUND	-5.16
	AURORA STORAGE		OFFICE OPERATIONS	65.16
83806	BANNING, GLEN	WEAPON LIGHT	GENERAL FUND	-10.22
	BANNING, GLEN		POLICE PATROL	128.96
83807	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	33.60
	BARRETT, SUZANNE		RECREATION SERVICES	144.00
83808	BARTL, CRAIG	REIMBURSE MEALS/TRAINING	POLICE INVESTIGATION	18.54
83809	BAYLEY, LILY MAY	INTERPRETER SERVICES	COURTS	120.35
83810	BICKFORD FORD	HOSE ASSEMBLY	EQUIPMENT RENTAL	112.06
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	169.35
	BICKFORD FORD		ER&R	364.77
83811	BILLS BLUEPRINT INC	SIGNAL CABINET NOTEBOOKS	TRANSPORTATION MANAGEM	21.57
83812	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	535.94
83813	BLUE MARBLE ENV.	WASTE REDUCTION/RECYCLING OUTR	RECYCLING OPERATION	10,606.80
83814	BLUMENTHAL UNIFORMS	UNIFORM-BUELL, L	POLICE ADMINISTRATION	469.10
83815	BOB BARKER COMPANY	JAIL SUPPLIES	DETENTION & CORRECTION	100.45
	BOB BARKER COMPANY		DETENTION & CORRECTION	402.62
83816	CARROT-TOP INDUSTRIE	US FLAGS (18)	GENERAL FUND	-51.02
	CARROT-TOP INDUSTRIE		PARK & RECREATION FAC	644.23
83817	CARRS ACE	ADOPT A STREET AND SIGN SHOP S	TRANSPORTATION MANAGEM	125.29
83818	CEMEX	ASHPALT	WATER DIST MAINS	290.32
83819	CHERYL BUCK INC.	UTILITY REFUND-6806 54TH PL NE	GENL FUND-OTHER MISC RE'	15.70
83820	CHRISMAN, ERIC	REIMBURSE MILEAGE AND MEALS-TR	PARK & RECREATION FAC	147.31

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 4/4/2013 TO 4/10/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
83821	CLICK2MAIL	POSTAGE	COMMUNITY DEVELOPMENT-	617.44
83822	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	49.83
83823	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE AND	ER&R	3.75
83824	CONCRETE NOR'WEST	SAND	PARK & RECREATION FAC	2,696.73
83825	CONSOLIDATED ELECTRI	LIGHT BULBS	WATER FILTRATION PLANT	46.21
83826	COOK, CELESTE	RENTAL DEPOSIT REFUND	GENERAL FUND	5.00
	COOK, CELESTE		GENERAL FUND	95.00
83827	CORPORATE OFFICE SPL	DOOR KNOB BAGS	WATER DIST MAINS	58.59
83828	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	1,563.39
83829	CRAFT MART	PINATAS (2)	RECREATION SERVICES	13.55
83830	CRYSTAL SPRINGS	WATER DELIVERED/COOLER RENTAL	WASTE WATER TREATMENT	118.68
83831	DELL	FIELD LAPTOP REPLACEMENTS	IS REPLACEMENT ACCOUNTS	889.27
	DELL		IS REPLACEMENT ACCOUNTS	8,541.70
83832	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	285.00
83833	DEPT OF ENT SRVCS	CO-OOP MEMBERSHIP Q1 2013	PURCHASING/CENTRAL STOF	750.00
83834	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.44
	DICKS TOWING		EQUIPMENT RENTAL	43.44
	DICKS TOWING	TOWING EXPENSE-MP13-2044	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	70.59
83835	DOMINGOS, MARY	REFUND CLASS FEES	PARKS-RECREATION	40.00
83836	DOPPS, MARIA C.	INTERPRETER SERVICES	COURTS	105.35
	DOPPS, MARIA C.		COURTS	105.35
83837	E&E LUMBER	PINK FLAGS	PARK & RECREATION FAC	10.63
	E&E LUMBER	PARTICLE BOARD	MAINT OF GENL PLANT	16.69
	E&E LUMBER	MDF AND SUPPLIES	MAINT OF GENL PLANT	29.64
	E&E LUMBER	SPONGES AND HARDWARE	MAINT OF GENL PLANT	30.82
	E&E LUMBER	IS TECH SUPPLIES	COMPUTER SERVICES	33.35
	E&E LUMBER	SPRAY PAINT AND MASON LINE	PARK & RECREATION FAC	35.06
	E&E LUMBER	DRYWALL AND SUPPLIES	MAINT OF GENL PLANT	53.82
	E&E LUMBER	SHEET ROCK	MAINT OF GENL PLANT	162.99
	E&E LUMBER	PLYWOOD, LUMBER AND INSULATION	MAINT OF GENL PLANT	301.57
83838	EAST JORDAN IRON WOR	WATER VALVE COVERS	WATER/SEWER OPERATION	183.23
83839	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	968.00
83840	ESTATE OF AUDREY HOF	UB 980098000310 2826 SUNNYSIDE	WATER/SEWER OPERATION	374.53
83841	EVERETT BARK	BARK	PARK & RECREATION FAC	113.35
	EVERETT BARK		PARK & RECREATION FAC	113.35
83842	EVERETT STAMP WORKS	INK STAMP	POLICE ADMINISTRATION	29.43
83843	EVERETT, CITY OF	ANIMAL SHELTER FEES	ANIMAL CONTROL	4,340.00
83844	FARIES, WADE L	INSTRUCTOR SERVICES	COMMUNITY CENTER	72.00
83845	FILORI, JOHN	REIMBURSE TRAVEL/TRAINING EXPE	UTIL ADMIN	421.19
83846	FINLEY, JOSEPH	REIMBURSE MILEAGE	COMPUTER SERVICES	100.17
83847	FLETCHER, SHIRLEY*	UB 400200000001 17028 19TH DR	GARBAGE	25.03
83848	FLORIAN, LLC	INSTRUCTOR SERVICES	RECREATION SERVICES	330.00
83849	FOGG, JAMES KEITH	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
83850	FOX, NATE & REBEKAH	UB 047616000000 7616 88TH PL N	WATER/SEWER OPERATION	184.09
83851	FURROW PUMP INC.	PRV REBUILD KIT	WASTE WATER TREATMENT	105.61
83852	GARNER, KEASHIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
83853	GENERAL CHEMICAL	ALUMINUM SULFATE	WASTE WATER TREATMENT	4,149.24
	GENERAL CHEMICAL		WASTE WATER TREATMENT	4,388.63

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 4/4/2013 TO 4/10/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
83854	GESSNER, KEVIN	REIMBURSE CDL RENEWAL FEES	UTIL ADMIN	85.00
83855	GESSNER, KRISTA	REIMBURSE PARKING/LUNCH-TRAINI	UTIL ADMIN	23.30
83856	GLOBALSTAR INC.	SAT PHONE	POLICE PATROL	49.93
83857	GOVCONNECTION INC	PROJECTOR ACCESSORIES	COMPUTER SERVICES	41.22
	GOVCONNECTION INC	UPS REPLACEMENT	COMPUTER SERVICES	3,410.86
83858	GRANITE CONST	ASPHALT	ROADWAY MAINTENANCE	313.09
83859	GREEN RIVER CC	CROSS CONNECTION CONTROL	UTIL ADMIN	440.00
83860	GREENSHIELDS	CABLE AND CLAMPS	STORM DRAINAGE	47.32
83861	HALLIDAY, DEBBIE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
83862	HD FOWLER COMPANY	PVC PIPES AND SUPPLIES	PUMPING PLANT	8.06
	HD FOWLER COMPANY	GASKETS, BOLTS AND WASHERS	WATER FILTRATION PLANT	26.21
	HD FOWLER COMPANY	PVC, FLANGE AND SWAB DAUBER	WATER FILTRATION PLANT	200.51
	HD FOWLER COMPANY	METER SETTER AND COUPLINGS	WATER/SEWER OPERATION	383.11
	HD FOWLER COMPANY	COPPER TUBING	WATER/SEWER OPERATION	387.05
	HD FOWLER COMPANY		WATER/SEWER OPERATION	448.95
83863	HERTZ EQUIPMENT RENT	EXCAVATOR RENTAL	STORM DRAINAGE	1,777.78
83864	HOME DEPOT	REPLACEMENT BATTERIES	COMPUTER SERVICES	117.80
	HOME DEPOT	TOOLS	WASTE WATER TREATMENT	128.32
83865	INGALLS, DANA & TURI	UB 849000361000 6505 82ND PL N	WATER/SEWER OPERATION	151.46
83866	INTERSTATE AUTO PART	HALOGEN BULBS	ER&R	86.49
83867	JET PLUMBING	PLUMBING SERVICES-PSB	PUBLIC SAFETY BLDG.	190.32
83868	KELLER SUPPLY COMPAN	RESTROOM SUPPLIES	PUBLIC SAFETY BLDG.	292.56
83869	KING, TIM	REIMBURSE MEAL	UTIL ADMIN	14.00
83870	KLASSE, KERRI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
83871	KSER FOUNDATION		GENERAL FUND	100.00
83872	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	623.70
83873	KUROSE-BRETZKE, FUMI		COMMUNITY CENTER	151.20
83874	LAFAYETTE INSTRUMENT	WEBCAM	GENERAL FUND	-11.78
	LAFAYETTE INSTRUMENT		POLICE INVESTIGATION	148.73
83875	LAKE STEVENS SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	30,428.00
83876	LARSON, OKSANA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
83877	LASTING IMPRESSIONS	2013 VOLUNTEER APPRECIATION GI	EXECUTIVE ADMIN	482.08
83878	LOWES HIW INC	MOISTURE BARRIER FOR LAMINENT	MAINT OF GENL PLANT	15.45
	LOWES HIW INC	SHELF	STORM DRAINAGE	330.12
83879	MARYSVILLE PAINT	PAINT AND TAPE	MAINT OF GENL PLANT	95.57
	MARYSVILLE PAINT	GREEN PAINT	PARK & RECREATION FAC	182.50
83880	MARYSVILLE PRINTING	BUSINESS CARDS	ENGR-GENL	104.11
	MARYSVILLE PRINTING		TRANSPORTATION MANAGEN	104.11
	MARYSVILLE PRINTING		UTIL ADMIN	104.12
	MARYSVILLE PRINTING	ENVELOPES	POLICE PATROL	162.90
	MARYSVILLE PRINTING	BUSINESS CARDS	ROADWAY MAINTENANCE	208.23
83881	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	2,814.00
83882	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE	WATER FILTRATION PLANT	51.00
	MARYSVILLE, CITY OF	UTILITY SERVICE-15524 SM PT BL	NON-DEPARTMENTAL	249.65
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	337.26
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	442.02
83883	MAY EVENSON	UB 980098000256 7013 40TH ST N	WATER/SEWER OPERATION	93.35
	MAY EVENSON		WATER/SEWER OPERATION	99.26
83884	MCGEE, BOBBIE	INTERPRETER SERVICES	COURTS	123.72
83885	MCLOUGHLIN & EARDLEY	STROBE LIGHTBARS	ER&R	-30.93
	MCLOUGHLIN & EARDLEY	STROBE BULBS	ER&R	-14.03
	MCLOUGHLIN & EARDLEY		ER&R	177.12
	MCLOUGHLIN & EARDLEY	STROBE LIGHTBARS	ER&R	390.62



**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 4/4/2013 TO 4/10/2013**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
83907	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,820.92
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,011.44
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,176.15
	PUD		STREET LIGHTING	12,788.36
83908	RECREATION & PARK	CONFERENCE REGISTRATION-MIZELL	RECREATION SERVICES	95.00
83909	RICKER, KIM	REIMBURSE JURY ROOM SUPPLIES	MUNICIPAL COURTS	13.22
83910	RICOH USA, INC.	COPIER CHARGES	WASTE WATER TREATMENT	5.02
	RICOH USA, INC.		MAINTENANCE	8.15
	RICOH USA, INC.		PROBATION	10.55
	RICOH USA, INC.		UTILITY BILLING	17.88
	RICOH USA, INC.		CITY CLERK	19.94
	RICOH USA, INC.		FINANCE-GENL	19.94
	RICOH USA, INC.		PARK & RECREATION FAC	26.94
	RICOH USA, INC.		POLICE PATROL	67.84
	RICOH USA, INC.		MUNICIPAL COURTS	76.07
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	83.99
	RICOH USA, INC.		ENGR-GENL	110.18
	RICOH USA, INC.		LEGAL - PROSECUTION	122.52
	RICOH USA, INC.		EXECUTIVE ADMIN	128.02
	RICOH USA, INC.		DETENTION & CORRECTION	134.44
	RICOH USA, INC.		UTIL ADMIN	204.59
	RICOH USA, INC.		POLICE INVESTIGATION	233.66
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	377.65
	RICOH USA, INC.		OFFICE OPERATIONS	655.14
83911	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	148.50
83912	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
83913	RYAN HERCO PRODUCTS	PVC END CONNECTORS	PUMPING PLANT	17.69
83914	SAN DIEGO POLICE EQU	AMMUNITION	POLICE TRAINING-FIREARMS	8,050.30
83915	SANCHEZ, MARIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
83916	SEA-ALASKA INDUSTRIA	REPAIR HW SCREW COMPACTOR	WASTE WATER TREATMENT	213.25
83917	SIX ROBBLEES INC	TAPE	STORM DRAINAGE	43.79
	SIX ROBBLEES INC	BRAKE CONTROLLER	ER&R	163.36
83918	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	843.76
83919	SOUND POWER	REPAIR ASPHALT CUTTING SAW	ROADWAY MAINTENANCE	163.11
	SOUND POWER	GENERATOR	STORM DRAINAGE	1,191.07
	SOUND POWER		SEWER MAIN COLLECTION	1,191.07
83920	SOUND SAFETY	EARPLUGS AND GLOVES	ER&R	111.36
	SOUND SAFETY	HARD HATS	ER&R	540.83
83921	SPRINGBROOK NURSERY	GRAVEL	PARK & RECREATION FAC	21.00
83922	STRATEGIES 360	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	375.00
83923	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	2,255.99
83924	SUN BADGE CO	NEW BADGES	GENERAL FUND	-43.13
	SUN BADGE CO		POLICE PATROL	272.31
	SUN BADGE CO		POLICE ADMINISTRATION	272.32
83925	SWEENEY, KARLA	RENTAL DEPOSIT REFUND	GENERAL FUND	300.00
83926	TULALIP CHAMBER	BUSNIESS BEFORE HOURS MTG (3)	CITY COUNCIL	69.00
83927	VERIZON/FRONTIER	PHONE CHARGES	CRIME PREVENTION	6.92
	VERIZON/FRONTIER		ANIMAL CONTROL	6.92
	VERIZON/FRONTIER		PURCHASING/CENTRAL STO	6.92
	VERIZON/FRONTIER		CITY CLERK	13.83
	VERIZON/FRONTIER		YOUTH SERVICES	13.83
	VERIZON/FRONTIER		COMMUNITY CENTER	13.83
	VERIZON/FRONTIER		LEGAL-GENL	13.83

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 4/4/2013 TO 4/10/2013

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
83927	VERIZON/FRONTIER	PHONE CHARGES	SOLID WASTE CUSTOMER E	13.83
	VERIZON/FRONTIER		FACILITY MAINTENANCE	13.83
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	20.75
	VERIZON/FRONTIER		STORM DRAINAGE	20.75
	VERIZON/FRONTIER		EQUIPMENT RENTAL	20.75
	VERIZON/FRONTIER		FINANCE-GENL	27.67
	VERIZON/FRONTIER		GOLF ADMINISTRATION	27.67
	VERIZON/FRONTIER		EXECUTIVE ADMIN	34.59
	VERIZON/FRONTIER		RECREATION SERVICES	34.59
	VERIZON/FRONTIER		PARK & RECREATION FAC	34.59
	VERIZON/FRONTIER		COMPUTER SERVICES	34.60
	VERIZON/FRONTIER		LEGAL - PROSECUTION	41.50
	VERIZON/FRONTIER		POLICE ADMINISTRATION	41.50
	VERIZON/FRONTIER	ACCT #36065833580311025	POLICE PATROL	54.31
	VERIZON/FRONTIER	PHONE CHARGES	POLICE INVESTIGATION	55.34
	VERIZON/FRONTIER		UTILITY BILLING	62.25
	VERIZON/FRONTIER		GENERAL SERVICES - OVERH	62.25
	VERIZON/FRONTIER		ENGR-GENL	69.17
	VERIZON/FRONTIER		MUNICIPAL COURTS	76.09
	VERIZON/FRONTIER		OFFICE OPERATIONS	76.09
	VERIZON/FRONTIER		WASTE WATER TREATMENT	76.09
	VERIZON/FRONTIER		DETENTION & CORRECTION	103.76
	VERIZON/FRONTIER		UTIL ADMIN	131.42
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	138.34
	VERIZON/FRONTIER		POLICE PATROL	297.43
83928	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	904.50
	WA STATE TREASURER		GENERAL FUND	53,170.57
83929	WASTE MANAGEMENT	YARDWASTE AND RECYCLE SERVICE	RECYCLING OPERATION	86,889.07
83930	WAXIE SANITARY SUPPL	SOAP	MAINTENANCE	159.51
	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	663.20
83931	WESTERN EQUIPMENT	SWITCH, VOLT METER AND TIRES	MAINTENANCE	213.09
	WESTERN EQUIPMENT	BROOM KIT	EQUIPMENT RENTAL	1,098.81
83932	WESTERN FACILITIES	BRUTE DOME LIDS	PARK & RECREATION FAC	671.08
83933	WHATCOM COUNTY	BAIL POSTED	GENERAL FUND	350.00
83934	WILSON, JEAN	RENTAL AND DEPOSIT REFUND	PARKS-RECREATION	85.00
	WILSON, JEAN		GENERAL FUND	100.00
83935	WOOLSEY, ROBERT & FE	UB 610120000001 12030 38TH AVE	WATER/SEWER OPERATION	130.12
83936	YAMAHA MOTOR CORP	GOLF CART RENTAL	PRO-SHOP	1,164.61

WARRANT TOTAL: 319,192.50

REASON FOR VOIDS:

INITIATOR ERROR	CHECK # 82343	INITIATOR ERROR	(374.53)
WRONG VENDOR	CHECK # 83585	INITIATOR ERROR	(192.61)
CHECK LOST/DAMAGED IN MAIL			
UNCLAIMED PROPERTY			
			<u><u>318,625.36</u></u>

# *Index #5*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 22, 2013**

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

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the April 5, 2013 payroll in the amount \$1,421,673.50 Check No.'s 26433 through 26480.
COUNCIL ACTION:

# *Index #6*

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

**CITY COUNCIL MEETING DATE:** April 22, 2013

<b>AGENDA ITEM:</b> Contract Award – 10 <sup>th</sup> Street Sidewalk (Beach to Cedar)	
<b>PREPARED BY:</b> Jeff Laycock, Project Manager	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Public Works, Engineering	
<b>ATTACHMENTS:</b> Certified Bid Tabulation, Vicinity Map	
<b>BUDGET CODE:</b> 10111561.5492000, M1303	<b>AMOUNT:</b> \$96,162.15

**SUMMARY:**

The 10<sup>th</sup> Street Sidewalk project includes the construction of sidewalk on the south side of 10<sup>th</sup> Street from Beach Ave to Cedar Ave. The project will also construct bulb-out curb ramps at the intersection of 10<sup>th</sup> Street and Cedar Ave for traffic calming and pedestrian safety.

The project is funded in part by Community Development Block Grant (CDBG) funds in the amount of \$79,645.00. The remaining funds will come from the City's sidewalk construction budget.

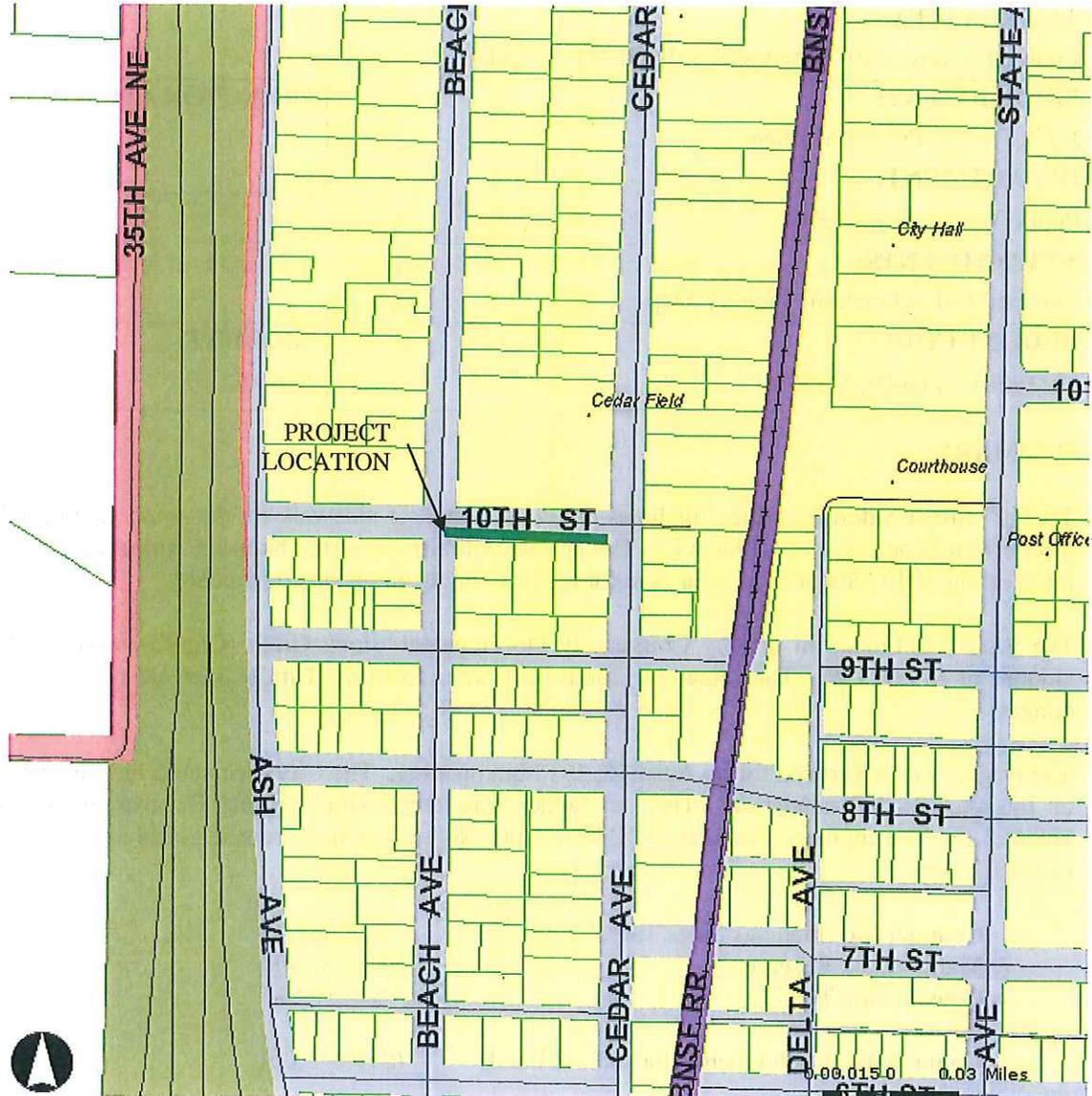
The project was advertised for an April 16, 2013 bid opening. The City received 5 bids as shown on the attached bid tabulation. The low bidder was Reece Trucking and Excavating, Inc. at \$88,662.15. The engineer's estimate is \$110,656.00. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$88,662.15
<u>Management Reserve:</u>	<u>\$7,500.00</u>
Construction Total:	\$96,162.15
 Community Development Block Grant Funds:	 (\$79,645.00)
 Total Cost to the City:	 \$16,517.15

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to award the bid for the 10<sup>th</sup> Street Sidewalk (Beach Ave to Cedar Ave) contract to Reece Trucking and Excavating, Inc. in the amount of \$88,662.15 including Washington State Sales Tax and approve a management reserve of \$7,500 for a total allocation of \$96,162.15.

### Vicinity Map



4/16/2013

# 10th Street Sidewalk (Beach to Cedar) Certified Bid Tab



**Apparent Low Bid**

Section Item	Description	Quantity	Units	Engineer's Estimate		Reece Trucking and Excavating Inc.		Trimaxx Construction, Inc.		SRV Construction, Inc.		Trinity Contractors, Inc.		Kamins Construction	
				Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1 Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
1-05.5	2 Roadway Surveying	1	LS	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$1,953.00	\$1,953.00
1-07.15	3 SPC Plan	1	LS	\$500.00	\$500.00	\$200.00	\$200.00	\$560.00	\$560.00	\$100.00	\$100.00	\$500.00	\$500.00	\$525.00	\$525.00
1-09.7	4 Mobilization	1	LS	\$8,197.00	\$8,197.00	\$2,400.00	\$2,400.00	\$10,600.00	\$10,600.00	\$8,400.00	\$8,400.00	\$6,000.00	\$6,000.00	\$16,170.00	\$16,170.00
1-10.5	5 Project Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$7,300.00	\$7,300.00	\$18,600.00	\$18,600.00	\$3,200.00	\$3,200.00	\$6,500.00	\$6,500.00	\$6,961.50	\$6,961.50
2-01.5	6 Clearing and Grubbing	1	LS	\$2,000.00	\$2,000.00	\$4,250.00	\$4,250.00	\$1,300.00	\$1,300.00	\$2,460.00	\$2,460.00	\$2,500.00	\$2,500.00	\$2,425.50	\$2,425.50
2-02.5	7 Removal of Structure and Obstruction	1	LS	\$5,000.00	\$5,000.00	\$800.00	\$800.00	\$3,600.00	\$3,600.00	\$5,625.00	\$5,625.00	\$5,500.00	\$5,500.00	\$3,831.66	\$3,831.66
2-03.5	8 Roadway Excavation Incl. Haul	250	CY	\$18.00	\$4,500.00	\$22.00	\$5,500.00	\$26.00	\$6,500.00	\$29.30	\$7,325.00	\$20.00	\$5,000.00	\$25.97	\$6,492.50
2-03.5	9 Gravel Borrow Incl. Haul	60	TON	\$20.00	\$1,200.00	\$18.00	\$1,080.00	\$10.00	\$600.00	\$18.30	\$1,098.00	\$17.50	\$1,050.00	\$1,145.40	\$1,145.40
2-09.5	10 Shoring	1	LS	\$600.00	\$600.00	\$200.00	\$200.00	\$1.00	\$1.00	\$275.00	\$275.00	\$3,000.00	\$3,000.00	\$525.00	\$525.00
4-04.5	11 Crushed Surfacing Top Course	100	TON	\$28.00	\$2,800.00	\$14.50	\$1,450.00	\$92.00	\$9,200.00	\$61.00	\$6,100.00	\$25.00	\$2,500.00	\$28.40	\$2,840.00
4-04.5	12 Crushed Surfacing Base Course	150	TON	\$28.00	\$4,200.00	\$14.50	\$2,175.00	\$32.00	\$4,800.00	\$48.00	\$7,200.00	\$25.00	\$3,750.00	\$32.82	\$3,573.00
5-04.5	13 HMA CI, 1/2" PG 64-22	80	TON	\$115.00	\$9,200.00	\$110.00	\$8,800.00	\$130.00	\$10,400.00	\$132.00	\$10,560.00	\$130.00	\$10,400.00	\$160.39	\$12,831.20
7-04.5	14 Schedule A Storm Sewer Pipe 12" Diam.	110	LF	\$50.00	\$5,500.00	\$37.00	\$4,070.00	\$35.00	\$3,850.00	\$68.00	\$7,480.00	\$60.00	\$6,600.00	\$29.66	\$3,262.60
7-04.5	15 Schedule A Storm Sewer Pipe 15" Diam.	20	LF	\$75.00	\$1,500.00	\$64.00	\$1,280.00	\$40.00	\$800.00	\$86.70	\$1,734.00	\$85.00	\$1,700.00	\$63.79	\$1,275.80
7-05.5	16 Connection to Existing	5	EA	\$800.00	\$4,000.00	\$685.00	\$3,425.00	\$375.00	\$1,875.00	\$468.00	\$2,340.00	\$400.00	\$2,000.00	\$367.50	\$1,837.50
7-05.5	17 Install Frame and Solid Cover	3	EA	\$500.00	\$1,500.00	\$415.00	\$1,245.00	\$500.00	\$1,500.00	\$682.00	\$2,046.00	\$600.00	\$1,800.00	\$690.00	\$1,890.00
7-05.5	18 Concrete Inlet	1	EA	\$900.00	\$900.00	\$685.00	\$685.00	\$1,000.00	\$1,000.00	\$1,012.00	\$1,012.00	\$1,000.00	\$1,000.00	\$773.85	\$773.85
7-05.5	19 Catch Basin Type 1	4	EA	\$1,200.00	\$4,800.00	\$780.00	\$3,120.00	\$1,100.00	\$4,400.00	\$954.00	\$3,816.00	\$1,200.00	\$4,800.00	\$1,042.65	\$4,170.60
7-05.5	20 Catch Basin Type 2 -48"	1	EA	\$3,000.00	\$3,000.00	\$1,250.00	\$1,250.00	\$2,600.00	\$2,600.00	\$2,110.00	\$2,110.00	\$4,000.00	\$4,000.00	\$2,740.50	\$2,740.50
8-01.5	21 Erosion/Water Pollution Control	1	LS	\$2,500.00	\$2,500.00	\$540.00	\$540.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$787.50	\$787.50
8-02.5	22 Property Restoration	1	LS	\$5,000.00	\$5,000.00	\$1,100.00	\$1,100.00	\$2,300.00	\$2,300.00	\$5,563.00	\$5,563.00	\$2,500.00	\$2,500.00	\$3,538.50	\$3,538.50
8-04.5	23 Cement Conc. Traffic Curb and Gutter	615	LF	\$20.00	\$12,300.00	\$18.00	\$11,070.00	\$15.00	\$9,225.00	\$17.60	\$10,824.00	\$22.00	\$13,530.00	\$23.65	\$14,544.75
8-06.5	24 Cement Conc. Driveway Entrance	95	SY	\$40.00	\$3,800.00	\$42.00	\$3,990.00	\$33.00	\$3,135.00	\$34.00	\$3,230.00	\$40.00	\$3,800.00	\$44.13	\$4,192.35
8-12.5	25 Relocate Fence	40	LF	\$15.00	\$600.00	\$21.75	\$870.00	\$55.00	\$2,200.00	\$21.50	\$860.00	\$30.00	\$1,200.00	\$42.00	\$1,680.00
8-14.5	26 Cement Concrete Sidewalk	350	SY	\$28.00	\$9,800.00	\$30.00	\$10,500.00	\$23.00	\$8,050.00	\$24.20	\$8,470.00	\$35.00	\$12,250.00	\$38.82	\$13,587.00
8-14.5	27 Cement Conc. Curb Ramp Type Perpendicular A	4	EA	\$1,250.00	\$5,000.00	\$875.00	\$3,500.00	\$850.00	\$3,400.00	\$1,015.00	\$4,060.00	\$800.00	\$3,200.00	\$1,115.10	\$4,460.40
8-21.5	28 Relocate Mailbox	1	LS	\$400.00	\$400.00	\$550.00	\$550.00	\$600.00	\$600.00	\$535.00	\$535.00	\$250.00	\$250.00	\$315.00	\$315.00
8-21.5	29 Permanent Signing	1	LS	\$1,000.00	\$1,000.00	\$815.00	\$815.00	\$750.00	\$750.00	\$235.00	\$235.00	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00
8-22.5	30 Painted Line	600	LF	\$1.00	\$600.00	\$1.30	\$780.00	\$1.60	\$960.00	\$1.30	\$780.00	\$2.30	\$1,380.00	\$1.23	\$738.00
8-22.5	31 Plastic Stop Line	11	LF	\$9.00	\$99.00	\$20.65	\$227.15	\$13.00	\$166.00	\$21.00	\$231.00	\$40.00	\$440.00	\$19.95	\$219.45
8-22.5	32 Plastic Crosswalk Line	210	SF	\$6.00	\$1,260.00	\$9.00	\$1,890.00	\$7.00	\$1,470.00	\$10.00	\$2,100.00	\$19.50	\$4,095.00	\$8.68	\$1,822.80
<b>CONSTRUCTION TOTAL</b>					\$110,656.00		\$88,662.15		\$113,419.00		\$116,119.00		\$117,345.00		\$124,660.36

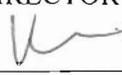


# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 4/22/2013**

<b>AGENDA ITEM:</b> Amendment No. 1 to the Interlocal Aid Agreement with Snohomish County Public Works for Minor Street Projects for Municipal Services.	
<b>PREPARED BY:</b> Doug Byde, Public Works Superintendent  <b>DEPARTMENT:</b> Public Works	<b>DIRECTOR APPROVAL:</b> 
<b>ATTACHMENTS:</b> 1. Three Copies of Amendment No. 1 to the Interlocal Aid Agreement with Snohomish County Public Works to be returned to the project manager following the mayor's signing.  2. Original Interlocal Aid Agreement with Snohomish County Public Works - Dated 6-28-2010.	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$0.00

**SUMMARY:**

Amendment No. 1 to the Interlocal Aid Agreement with Snohomish County Public Works, clarifies the limitations of the County when performing small capital construction projects, and sets a not to exceed threshold of \$10,000.00 for those types of projects

Maintenance services provided by the County, as shown in Appendix A, would not have the same limiting threshold as set for capital construction projects. These maintenance services would be used by Marysville on an as needed basis.

Changes to the agreement were recommended by Snohomish County's legal department.

Grant Weed's office has reviewed the Interlocal Aid Agreement and Amendment No. 1 to the Agreement, and are comfortable with the proposed changes.

**RECOMMENDED ACTION:** Staff recommends that Council Authorize the Mayor to sign Amendment No. 1 to the Interlocal Aid Agreement with Snohomish County Public Works.

**AMENDMENT NO. 1 TO  
INTERLOCAL AID AGREEMENT FOR MINOR STREET PROJECTS FOR  
MUNCIPAL SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AID AGREEMENT FOR MINOR STREET PROJECTS FOR MUNCIPAL SERVICES (the "First Amendment") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between Snohomish County, a political subdivision of the State of Washington (the "COUNTY"), and City of Marysville, a municipal corporation of the State of Washington (the "CITY").

WHEREAS, the COUNTY and the CITY executed an agreement entitled "Aid Agreement for Minor Street Projects for Municipal Services" (the "Original Agreement") on July 27, 2010, recorded under Snohomish County Auditor's File No. 201008020251;

WHEREAS, the COUNTY and the CITY wish to eliminate dollar limits on maintenance services commensurate with RCW 36.75.207 and RCW 35.77.020 through .040;

WHEREAS, the COUNTY and the CITY wish to further define "maintenance services" for purposes of complying with RCW 36.75.207 and RCW 35.77.020 through .040;

WHEREAS, the COUNTY and the CITY wish to extend the term of the Original Agreement for an additional year;

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

**Section 1.** Section 1, subsection b. of the Original Agreement is amended to read as follows:

For purpose of this Agreement, "municipal services" shall include but not be limited to the following:

1. Construction of small capital projects on City streets and bridges, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$10,000 for a single project or activity as established by state law.
2. Maintenance services on City streets and bridges (including, but not limited to the list of municipal road and street services contained in Appendix A and B), to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

- 3. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets and bridges of the City.

**Section 2.** Section 9, subsection a. of the Original Agreement is amended to read as follows:

This Agreement shall be effective upon execution and shall remain in effect for a period of four (4) years from the date of execution unless otherwise terminated. The Agreement is contingent upon governmental funding and local legislative appropriations. Either party may terminate this Agreement in the event that funding from any source is withdrawn, reduced, limited or not appropriated.

**Section 3.** All other terms and conditions of the Original Agreement shall remain in full force and effect except as expressly modified by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first written above.

**COUNTY:**

**CITY:**

Snohomish County, a political subdivision of the State of Washington

City of Marysville, a municipal corporation of the State of Washington

By \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
 Deputy Prosecuting Attorney

\_\_\_\_\_  
 City Attorney

**APPENDIX A**  
**MUNICIPAL ROAD AND STREET SERVICES**  
**Snohomish County - Road Maintenance Division**

<b>Work Operations</b> (Estimates provided on a per project basis)
<b>Drainage:</b>
<ul style="list-style-type: none"> <li>• <b>Catch Basin Routine Maintenance:</b> Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Catch Basin Mechanical Cleaning:</b> Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to ensure drainage system remains free of material and flows are not restricted.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Culvert Cleaning, and Inspection, Manual:</b> Inspecting and manually cleaning culvert inlets and outlets.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Culvert Cleaning, Mechanical:</b> Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Detention/Retention Basin Maintenance:</b> Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and may include cleaning inlet and outlet grates/pipes.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Ditch Maintenance:</b> Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Underground Retention/Detention Facility Maintenance:</b> Mechanically or manually clean and/or inspect underground detention/retention facilities on the right of way to maintain proper design capacity for the structure. This activity requires compliance with confined space regulations.</li> </ul>
<b>Pavement Maintenance and Repair:</b>
<ul style="list-style-type: none"> <li>• <b>Crack and Joint Sealing:</b> Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Install Lane Markers/Raised Pavement Markers:</b> Install lane markers to replace worn markers or to facilitate design changes in the channelization.</li> </ul>

<ul style="list-style-type: none"> <li>• <b>Installation, Maintenance and Repair of Guardrail:</b> Maintain and repair guardrail; adjust cable tension; repair damage caused by collisions; upgrade terminal end sections; adjust height and alignment; Install new guardrail to design specifications.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Manual Pavement Patching:</b> To repair the road surface by hand spreading asphalt mix (typically hot mix), raking to establish proper grade and compacting with a roller or other available means. Repair potholes, edge failures, dips, etc.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Pavement Markings -Thermo-plastic/Durable:</b> Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Pavement Markings - Paint:</b> Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Sweeping &amp; Cleaning Pavement with Mechanical Pickup Broom:</b> Use mechanical pickup sweeper to remove sand, dirt and accumulated debris from the roadway and shoulders. Special consideration: An advance person may be needed to pick up large debris prior to the sweeping operation. Additional trucks may be needed to haul the sweeper spoils to an approved waste site. 'No Parking' signs may be needed in advance.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Traffic Sign Repair, Replacement, Maintenance and Installation:</b> Repair, replace, maintain; or install new traffic signs to ensure operational safety is maintained on the roadway system.</li> </ul>
<p><b>Shoulder Maintenance:</b></p>
<ul style="list-style-type: none"> <li>• <b>Grade / Reshape Shoulders:</b> Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Shoulder Buildup Removal:</b> Use a motor grader and belt loader to remove buildup of sand, dirt and vegetation at the edge of shoulder to allow for proper drainage.</li> </ul>
<p><b>Snow &amp; Ice:</b></p>
<ul style="list-style-type: none"> <li>• <b>Anti-Icing and De-icing Application, Liquids:</b> Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Plowing/Sanding/Solid Deicer Application:</b> Remove accumulated snow and slush from the roadway and shoulder of the roadway with a truck-mounted snowplow. Apply sand or other abrasives to roadways to improve traction during freezing weather and snowstorm conditions. This may include sand applied with pre-wet salt systems or blended with salt in solid form.</li> </ul>
<p><b>Vegetation:</b></p>
<ul style="list-style-type: none"> <li>• <b>Control Vegetation Obstructions - Manual:</b> Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Cutting/Pruning/Selective Thinning:</b> Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.</li> </ul>

<ul style="list-style-type: none"> <li>• <b>Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment:</b> Use hand sprayer to control noxious weeds, as identified on the state or county noxious weed list, with approved herbicides applied at the recommended application rate. Also manually spray nuisance weeds. An herbicide application record is required for the treated area.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Nuisance Vegetation Control - Manual:</b> Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control undesirable vegetation obstructing line of sight or clear zone i.e., alders, blackberries and certain species of grasses.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Nuisance Vegetation Control - Mechanical:</b> Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Tree Trimming/Tree Canopy Maintenance:</b> Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Roadside Mowing:</b> Mow with mechanical mower to control grass height and trim undesirable vegetation.</li> </ul>

Other services provided:
<ul style="list-style-type: none"> <li>• Call-out Response for urgent or emergency situations</li> <li>• Catch Basin/ Manhole Repair or Replacement</li> <li>• Chip Seals; Project or Patching</li> <li>• Culvert Repair or Replacement</li> <li>• Guidepost and Delineator Replacement</li> <li>• Hauling and Disposal of Waste Material</li> <li>• Hydro Seeding and Mulching</li> <li>• Instructor, Equipment Training and Other Training Courses</li> <li>• Maintenance and Repair of Concrete Structures</li> <li>• Mechanical Pavement Patching, Paverbox</li> <li>• Noxious Weed Control - Mechanical</li> <li>• Noxious Weed Control - Manual</li> <li>• Pavement Milling/Full Depth Repair (small, localized areas)</li> <li>• Pavement Patching with Subgrade Repair</li> <li>• Rip Rap and Cribbing Repair</li> <li>• Seeding, Mulching, and Planting including native species.</li> <li>• Shoulder Washout Repair</li> <li>• Slope Repair, Slide Clean up &amp; Maintenance</li> <li>• Traffic Control for Mobile Operations</li> <li>• Traffic Control for Stationary Operations</li> <li>• Vector Waste Recycling/Disposal</li> </ul>

**APPENDIX B  
MUNICIPAL ROAD AND STREET SERVICES  
Snohomish County – Bridge Operations**

<b>Work Operations</b> (Estimates provided on a per project basis)
<b>Bridge Inspection:</b>
<ul style="list-style-type: none"><li>• <b>Bridge Inspection Services:</b> Routine and special bridge inspections, completion of bridge inspection reports (including photos and descriptions of the inspection), and entry of bridge inspection data into the Washington State Bridge Inventory System. The County’s performance of inspections and reports shall be consistent with the National Bridge Inspection Standards as set forth in the current version of the Washington State Bridge Inspection Manual.</li></ul>
<b>Other services provided:</b>

After recording, return to:

Rachel Broadus

Department of Public Works  
Road Maintenance Division  
8915 Cathcart Way  
Snohomish WA 98296

CONFORMED COPY  
201008020251 8 PGS  
08/02/2010 10:33am \$0.00  
SNOHOMISH COUNTY, WASHINGTON

**AID AGREEMENT  
FOR MINOR STREET PROJECTS  
FOR MUNICIPAL SERVICES**

THIS AGREEMENT is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "County," and the CITY OF MARYSVILLE a municipal corporation of the State of Washington, hereinafter referred to as "City".

WHEREAS, the City is desirous of contracting with the County for the performance of municipal services within its boundaries by the County; and

WHEREAS, the County is agreeable to rendering such services on terms and conditions hereinafter set forth; and

WHEREAS, this agreement is entered into under the Interlocal Cooperation Act, Chapter 39.34 RCW, RCW 36.75.207 and RCW 35.77.020-.040;

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope of Agreement**

- a. The County agrees to perform for the City any and all functions specified herein below relating to municipal services, subject to the availability of sufficient personnel, equipment and materials to perform the requested work without unduly disrupting the normal operation and functions of the County.
- b. For purpose of this Agreement, "municipal services" shall be limited to activities, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$30,000 for a single project and including but not limited to the following:

Construction, repair, or maintenance services on City streets and bridges including, but not limited to road surface, vegetation management, drainage facilities, storm sewers, sidewalks, curbs, street lighting, and traffic control devices.

Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets of the City.

Snow plowing and/or the application of abrasives (this includes sand applied with pre-wet systems and sand/abrasives blended with snow and ice control chemicals) on portions of the routes designates (see 3.d.) by the City, during inclement weather conditions when County forces are mobilized for snow and ice control operations.

- c. The County Public Works Director and/or the County Road Engineer (County) and City Director of Public Works (City) are the Administrators of this Agreement. They are authorized to act on behalf of the County and City respectively, and shall finalize working procedures associated with any of the above activities comprising "municipal services".
- d. Nothing herein contained shall be construed as in any way divesting the City of any of its powers with respect to the supervision, management, and control of streets within its boundaries.

## **2. Performance of Municipal Services**

- a. For the purpose of performing municipal services as herein specified, the County shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the City. Both parties agree that they and their officers and agents shall cooperate in the carrying out of said functions and that the County shall have full authority, possession and necessary control of the work with the full assistance when necessary from the police of the City.
- b. For the purpose of facilitating the performance of said functions, it is hereby agreed that the City, upon request of the County or it's duly authorized representative, will order the temporary closing to traffic of all streets, or portions thereof, necessary to be closed before any work is commenced thereon.
- c. The work performed by the County under this Agreement shall be pursued with care and diligence, making every effort to recognize pertinent schedules of the City. The County shall notify the City of any hardship or other inability to perform under this Agreement, including postponement of requested work due to priority given the normal workload of County forces.

## **3. Work Order Requests**

Requests for municipal services shall be processed through work order requests.

- a. If the City desires that the County perform any work within the scope of this Agreement, it shall direct a work order request to the appropriate County Public Works Division Director, on forms provided by the County, and shall adequately describe the work to be performed and indicate the desired completion date. The County may require a road plan and profile or sketches as may be required to adequately describe the scope, intent and detail of the work.

- b. The County shall respond to such work order request in writing. If the response is in the affirmative, the County shall include an estimate of time and costs to complete the work. Charges shall be in accordance with Section 4 of this Agreement.
- c. Upon receipt of the County's estimate, the City may issue a written notice to proceed which authorizes the County to perform the requested work. The issuance of a notice to proceed shall constitute a representation by the City that the schedule of charges and basis of payment referenced by paragraph 4.b. are acceptable and sufficient funds are appropriated to cover the cost of the requested work.
- d. Due to the emergent nature of snow and ice control operations, the work order requests for snow plowing and abrasives applications will be submitted once per year prior to the onset of inclement winter weather conditions and will be considered to be in effect until April 1<sup>st</sup> of the following year. The annual work order submittal shall include a plan identifying the portions of the routes on which the City desires winter maintenance services to be performed by the County. Unless otherwise notified by the City, the County will conduct winter maintenance operations on the city streets indentified in the plan any time the County has mobilized winter operations in the general area. Individual work order requests will not be required to initiate the County's response to each weather event. The County shall track the time and materials expended on the city routes and shall bill accordingly per Section 4 of this Agreement.
- e. The scope of requested work may be amended in writing at any time with the consent of both parties; PROVIDED, the project as changed continues to fall within the scope of this Agreement; and PROVIDED FURTHER that the City may cancel or stop any particular work at any time subject to Section 4 below.

#### **4. Basis of Payment**

- a. Unless otherwise hereinafter provided, the City shall pay to the County Treasurer, for municipal services within the scope of this Agreement, the entire cost to the County of performing such work.

In computing the cost of the use of machinery and equipment, the full cost to the County of rental machinery and equipment and any operator furnished therewith, and the County equipment rental rate on County-owned machinery and equipment shall be included.

- b. The County shall be reimbursed in full by the City for municipal services provided by the County. The County shall document all costs for labor, materials and equipment with its billing to the City. The County agrees that only those costs directly allocable to a project under accepted accounting procedures will be charged to the project.

For the purpose of fixing the compensation to be paid by the City to the County for the services rendered, it is hereby agreed that there shall be included in each billing, to cover overhead and administrative costs, an amount not to exceed 15% of the total labor cost to the County of performing all services rendered by the County to the City during the billing period.

The City agrees to make payment on billings submitted by the County within thirty (30) days following receipt by the City of said billing. Payment shall be made for all work actually completed or performed.

#### **5. Records**

- a. The County shall maintain accurate time and accounting records related to work under this Agreement in the same manner as prescribed for normal County Road Projects. Such records as to any project shall be available for inspection in the County Department of Public Works for a period of three (3) years following final payment of billings for such project.
- b. The County shall keep a reasonable itemized and detailed work or job record covering the cost of all services performed including salaries, wages and other compensation for labor, supervision and planning; the reasonable rental value of all County-owned machinery and equipment; rental paid for all rented machinery and equipment together with the costs of an operator thereof and furnished with said machinery or equipment; the cost of all machinery and supplies furnished by the County; reasonable handling charges; and all additional items of expense incidental to the performance of such functions or service.
- c. The County shall render to the City at the close of each calendar month a summary billing covering all services performed during said month.

#### **6. Facilities to be Provided by the City**

Whenever necessary for the County to maintain administrative headquarters in the City and such necessity is acknowledged by the City Council, the City shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities, and in all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City.

It is expressly understood that in the event a local administrative office is maintained in the City for the County, such quarters may be used by the County in connection with the performance of this duty in territory outside of the City and adjacent thereto, provided however, that the performance of such outside duties shall not be at any additional cost to the City.

#### **7. Indemnification**

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

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

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 COUNTY and the CITY, its officers, employees, and volunteers, the COUNTY's liability hereunder shall be only to the extent of the COUNTY negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes both the County's and the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

#### **8. Insurance.**

The City is a member of a self-insured pool of municipal corporations that has at least \$1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

The County is self-insured with a retention level of \$1 million. Above that level the County has excess liability coverage.

#### **9. Commencement and Termination**

- a. This Agreement shall be effective upon execution and shall remain in effect for a period of three (3) years from the date of execution unless otherwise terminated. The Agreement is contingent upon governmental funding and local legislative appropriations. Either party may terminate this Agreement in the event that funding from any source is withdrawn, reduced, limited or not appropriated.
- b. Either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' written notice to the other party.
- c. Upon termination of this Agreement as provided in this section, the County shall be paid by the City for work performed prior to the effective date of termination, less all payments previously made. No payment shall be made by the City for any expense incurred or work done following the effective date of termination unless authorized in writing by the City.

**10. Notices**

All notices required to be given by any party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed as provided in this paragraph.

**CITY:**

City of Marysville  
Attn: Kevin Nielsen, PW Director  
Department of Public Works  
80 Columbia Avenue  
Marysville, WA 98270

**COUNTY:**

Snohomish County  
Department of Public Works  
Road Maintenance Division  
8915 Cathcart Way  
Snohomish WA 98296

**11. Jurisdiction**

This Agreement has been made and shall be construed according to the laws of the State of Washington. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington in and for Snohomish County. The prevailing party in any litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

**12. Independent Contractor**

The parties agree and understand that the County is acting hereunder as an independent contractor and that no separate legal or administrative entity is created hereby. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be the employees and agents of the County and not the City. The County shall be solely liable to its personnel for salaries, wages, compensation and taxes arising out of the performance of this Agreement. The County's standards of performance and County personnel policies shall govern the performance of all persons performing work or services under this Agreement.

**13. Severability**

If any provision of the Agreement or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons or circumstances.

**14. Amendment**

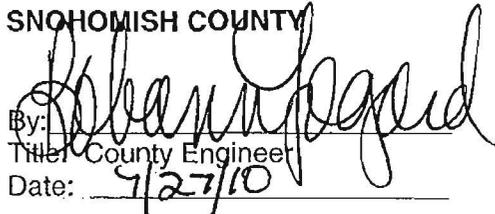
This Agreement may be amended by a writing agreed to by the parties and executed with the same formalities as are required for the execution of this Agreement.

**15. Entire Agreement.**

This Agreement represents the entire agreement between the County and the City, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

**SNOHOMISH COUNTY**

By:   
Title: County Engineer  
Date: 7/27/10

**CITY OF MARYSVILLE**

By:   
Title: MAYOR  
Date: ~~7-27-10~~ 6-28-10

CONTRACT TEMPLATE ONLY  
REVIEWED AND APPROVED:  
Gordon W. Sivley  
Deputy Prosecuting Attorney  
Date: May 13, 2010

**Snohomish County - Road Maintenance Division**  
**2010 ESTIMATED COSTS FOR STREET MAINTENANCE WORK**

Work Operation	Unit	2010 per unit cost
• <b>Anti-Icing and De-icing Application, Liquids:</b> Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.	Hour	\$ 183
• <b>Catch Basin Marking and Routine Maintenance:</b> Manually clean catch basins to insure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.	Hour	\$ 96
• <b>Catch Basin Mechanical Cleaning:</b> Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to insure drainage system remains free of material and flows are not restricted.	Hour	\$ 221
• <b>Control of Vegetation Obstructions - Manual:</b> Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and Intersections.	Hour	\$ 96
• <b>Crack and Joint Sealing:</b> Repair pavement surface and shoulder by installing crack filling material to prevent water from entering the sub-grade. Cracks should be cleaned by hot-air lance, ruttering or other means prior to filling.	Hour	\$ 739
• <b>Culvert Cleaning, Marking and Inspection, Manual:</b> Inspecting and manually cleaning culvert inlets and outlets.	Hour	\$ 96
• <b>Culvert Cleaning, Mechanical:</b> Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to insure the flow capacity is not restricted.	Hour	\$ 221
• <b>Cutting/Pruning/Selective Thinning:</b> Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.	Hour	\$ 96
• <b>Detention/Retention Basin Maintenance:</b> Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and includes cleaning inlet and outlet grates/pipes.	Hour	\$ 221
• <b>Ditch Maintenance:</b> Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.	Hour	\$ 402
• <b>Grade / Reshape Shoulders:</b> Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.	Hour	\$ 217
• <b>Install Lane Markers/Raised Pavement Markers:</b> Install lane markers to replace worn markers or to facilitate design changes in the striping.	Hour	\$ 241
• <b>Installation, Maintenance and Repair of Guardrail:</b> Maintain and repair guardrail i.e., adjust cable tension, repair damage caused by errant vehicles, upgrade of terminal end sections, adjustments in height and alignment, new installations.	Hour	\$ 428
• <b>Manual Pavement Patching:</b> To repair the road surface by hand spreading asphalt mix (cold or hot mix), raking to establish proper grade and compacting with a roller or other available means.	Hour	\$ 203
• <b>Noxious Weed Control - Spot Spray Non-power Equipment:</b> Use hand sprayer to control noxious weeds, as identified on the county noxious weed list, with approved herbicides applied at the recommended application rate. Once the operation is complete, an herbicide application record is required for the treated area.	Hour	\$ 104
• <b>Nuisance Vegetation Control - Manual:</b> Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control nuisance vegetation i.e., alders, and blackberries, certain species of grasses to ensure the vegetation planted in landscaped areas is maintained in a healthy condition.	Hour	\$ 96

CHAVIER

BOYD/MAN

# *Index #8*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 22, 2013**

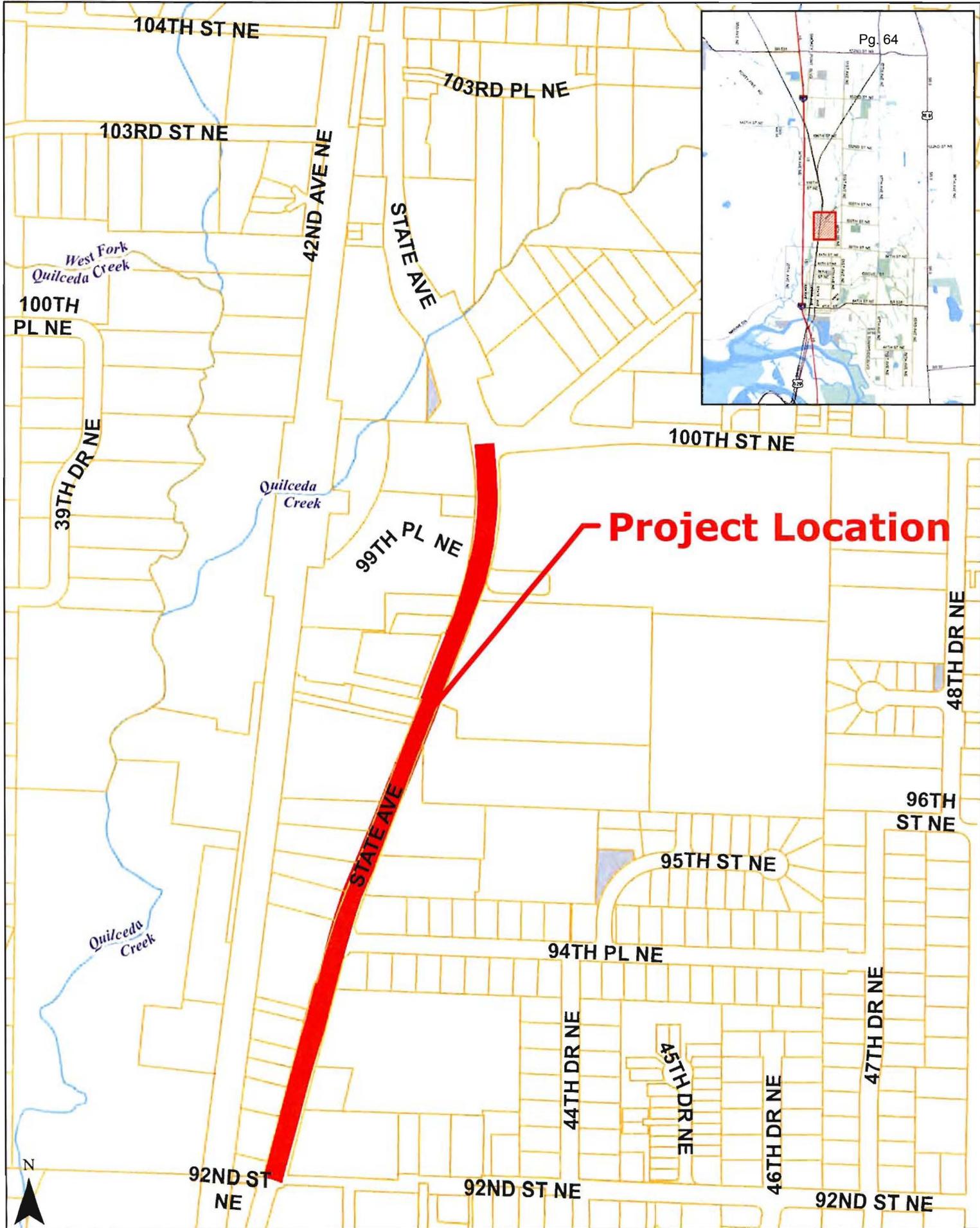
<b>AGENDA ITEM:</b> Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT for State Ave Overlay (92 <sup>nd</sup> St NE to 100 <sup>th</sup> St NE)	
<b>PREPARED BY:</b> Jeff Laycock, Project Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works, Engineering	
<b>ATTACHMENTS:</b> Vicinity Map Project Prospectus and State Funding Agreement (2 Copies)	
<b>BUDGET CODE:</b> 305000030.563000, R1301	<b>AMOUNT:</b> N/A

**SUMMARY:**

The City was awarded \$450,000 in federal funding for the State Ave Overlay project from 92<sup>nd</sup> St NE to 100<sup>th</sup> St NE. The project includes replacing sidewalk ramps to meet ADA, a full width grind and 2-inch overlay, installation of vehicle video detection and loop replacement, and replacing pavement markings.

Since this a federally funded project, the funds are administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate funding. The agreement ensures that federal funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for FHWA authorization of federal funds.

<b>RECOMMENDED ACTION:</b>
Staff recommends that Council authorize the Mayor to execute the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby securing funding for the State Ave Overlay (92 <sup>nd</sup> St NE to 100 <sup>th</sup> St NE) project.



**Countywide Preservation**  
**State Ave between 92nd St NE and 100th St**



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED. NO REPRESENTATION OR WARRANTY IS MADE CONCERNING THE ACCURACY, CURRENTCY, COMPLETENESS OR QUALITY OF DATA EXCEPTED. 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.

**Agency** City of Marysville  
**Address** 80 Columbia Ave  
Marysville, WA 98270

**CFDA No. 20.205**  
 (Catalog of Federal Domestic Assistance)  
**Project No.** \_\_\_\_\_  
**Agreement No.** \_\_\_\_\_  
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

**Project Description**

Name State Ave Overlay Length 0.47 Miles  
 Termini 92nd St NE to 100th St NE

**Description of Work**

The work proposed includes replacement of sidewalk ramps to meet ADA, full width grind, 2-inch overlay, traffic signal video detection and loop replacement, and pavement markings. Additional work will include pavement repair.

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
<b>PE</b>			
_____ % a. Agency			
b. Other			
c. Other			
Federal Aid Participation Ratio for PE d. State			
e. Total PE Cost Estimate (a+b+c+d)			
<b>Right of Way</b>			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
<b>Construction</b>			
k. Contract	\$500,000	\$67,500	\$432,500
l. Other (material testing)	\$231	\$31	\$200
m. Other (mat. test. non-fed)	\$4,769	\$4,769	
n. Other			
86.5 % Federal Aid Participation Ratio for CN o. Agency	\$20,000	\$2,700	\$17,300
p. State	\$1,156	\$156	\$1,000
q. Total CN Cost Estimate (k+l+m+n+o+p)	\$526,156	\$75,156	\$451,000
r. Total Project Cost Estimate (e+j+q)	\$526,156	\$75,156	\$451,000

**Agency Official**  
 By \_\_\_\_\_  
 Title Mayor

**Washington State Department of Transportation**  
 By \_\_\_\_\_  
 Director of Highways and Local Programs  
 Date Executed \_\_\_\_\_

**State Ad and Award**

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of  
\$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

**Local Force or Local Ad and Award**

- Method C - Agency cost incurred with partial reimbursement  
The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on  
\_\_\_\_\_, \_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_

**Provisions**

**I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

**II. Delegation of Authority**

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

**III. Project Administration**

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

**IV. Availability of Records**

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

**V. Compliance with Provisions**

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

**VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

### **I. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

## **VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

## **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## **IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

## **X. Traffic Control, Signing, Marking, and Roadway Maintenance**

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

## **XI. Indemnity**

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

## **XII. Nondiscrimination Provision**

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

## **XIII. Liquidated Damages**

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

## **XIV. Termination for Public Convenience**

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

## **XV. Venue for Claims and/or Causes of Action**

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

**XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Additional Provisions**



Prefix	Route	( )	Date	3/20/2013
Federal Aid Project Number			Central Contractor Registration Exp.Date	04/27/2013
Local Agency Project Number	R1301	( WSDOT Use Only)	Federal Employer Tax ID Number	91-6001459

Agency City of Marysville		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title State Ave Overlay		Start Latitude	N/A	
		End Latitude	N/A	
Project Termini From -- To 92nd St NE to 100th St NE		Nearest City Name Marysville		Project Zip Code 98270
From:	To:	Length of Project 0.47 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others		City Number 0745	County Number 31	County Name Snohomish
Congressional District District 2		Legislative Districts 38, 39	Urban Area Number 1	WSDOT Region NW TMA / MPO / RTPO PSRC

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$0	\$0	\$0		
R/W	\$0	\$0	\$0		
Const.	\$526,156	\$75,156	\$451,000	8	2013
Total	\$526,156	\$75,156	\$451,000		

<b>Description of Existing Facility (Existing Design and Present Condition)</b>	
Roadway Width 56'	Number of Lanes 5
State Avenue from 92nd St NE to 100th St NE is a five lane arterial with deteriorating pavement.	

<b>Description of Proposed Work</b>
Description of Proposed Work (Attach additional sheet(s) if necessary) The work proposed includes replacement of sidewalk ramps to meet ADA, full width grind, 2-inch overlay, traffic signal video detection and loop replacement, and pavement markings. Additional work will include pavement repair performed by the City prior to the overlay.

Local Agency Contact Person John Cowling, PE	Title City Engineer	Phone (360) 363-8281
Mailing Address 80 Columbia Ave	City Marysville	State WA Zip Code 98270

Project Prospectus Approval	By _____	Approving Authority
	Title _____	Date _____

Agency City of Marysville	Project Title State Ave Overlay	Date 3/20/2013
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**Type of Proposed Work**

Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	56'	5

**Geometric Design Data**

Description	Through Route	Crossroad
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural	<input type="checkbox"/> Urban <input type="checkbox"/> Rural
	<input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	30 MPH	
Design Speed	N/A	
Existing ADT	N/A	
Design Year ADT	N/A	
Design Year	N/A	
Design Hourly Volume (DHV)	N/A	

**Performance of Work**

Preliminary Engineering Will Be Performed By City	Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor/City	Contract 85 %	Agency 15 %

**Environmental Classification**

<input checked="" type="checkbox"/> <b>Final</b> <input type="checkbox"/> <b>Preliminary</b> <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> <b>Class II - Categorically Excluded (CE)</b> <input type="checkbox"/> Projects Requiring Documentation (Documented CE)
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## Environmental Considerations

None.

Agency City of Marysville	Project Title State Ave Overlay	Date 3/20/13
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**Right of Way**

<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project  
 No utility relocation is required. Existing utility lids may require adjustment to finish grade.

FAA Involvement  
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  Yes  No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date \_\_\_\_\_

By \_\_\_\_\_  
 Mayor/Chairperson

# *Index #9*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 22, 2013**

<b>AGENDA ITEM:</b> Agreement for Future Urban Growth Area requests between Cities of Arlington and Marysville.	<b>AGENDA SECTION:</b> New Business	
<b>PREPARED BY:</b> Gloria Hirashima, Chief Administrative Officer	<b>DIRECTOR APPROVAL:</b>	
<b>ATTACHMENTS:</b> Proposed Agreement and Map		
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$0	

**DESCRIPTION:**

This Agreement addresses future urban growth area requests between Arlington and Marysville north of Marysville’s current city limits and west of Arlington’s current city limits. The agreement establishes a northernmost limit of 184<sup>th</sup> Street NE for Marysville, west of Interstate 5.

Arlington has submitted an urban growth area request to Snohomish County for an area north of 184<sup>th</sup> Street NE. The agreement provides that if either city proposes a UGA request for areas consistent with the agreement, then the other city will not oppose the application.

In October, 1996 both cities entered into a settlement agreement entitled “Annexation and Service Area Settlement Agreement”. The agreement states in part that “the parties agree that they shall continue to study those areas... west of I-5 with the idea of agreeing to annexation and planning boundaries for each City”. This agreement is consistent with the 1996 settlement in establishing longer term annexation and planning boundaries for each city.

<b>RECOMMENDED ACTION:</b> <b>Approve and authorize the Mayor to sign the Agreement for Future Urban Growth Area requests between the Cities of Arlington and Marysville.</b>
--

<b>COUNCIL ACTION:</b>
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**AGREEMENT REGARDING FUTURE URBAN GROWTH AREAS REQUESTS**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Arlington (“Arlington”) and the City of Marysville (“Marysville”) as follows:

WHEREAS, in October, 1996 Marysville, Arlington and Snohomish County Fire Protection District 12 entered into an agreement entitled “Annexation and Service Area Settlement Agreement”; and

WHEREAS, one of the purposes of the Annexation and Service Area Settlement Agreement was to resolve disputes between the parties and to establish a clear basis for planning and cooperation in the future; and

WHEREAS, Section D(2) of the Annexation and Service Area Settlement Agreement states in part that “the parties agree that they shall continue to study those areas... west of I-5 with the idea of agreeing to annexation and planning boundaries for each City”; and

WHEREAS, Marysville and Arlington each have interest in defining where future annexations, planning boundaries and service areas will be established in the area generally west of I-5 - for Marysville south of 184<sup>th</sup> Street N.E. as extended and for Arlington north of 184<sup>th</sup> Street N.E. as extended; and

WHEREAS, the City of Arlington and City of Marysville each agree that it is in their mutual interest to reach agreements in advance concerning those areas generally west of I-5 north and south of 184<sup>th</sup> Street NE as extended over which each City may, subject to inclusion in its Urban Growth Area assert planning and future jurisdiction resulting from annexation;

NOW, THEREFORE, in consideration of mutual benefits and promises, the parties agree as follows:

**A. URBAN GROWTH AREAS REQUESTS**

1. The parties agree on the separate urban growth areas (UGAs) as set forth on the map attached hereto as **Exhibit 1** and incorporated herein by this reference. Each party to this Agreement understands that establishment of such urban growth areas are subject to

the docket process and final approval by Snohomish County.

2. Arlington will not propose a docket item to Snohomish County for UGA expansion for any area west of I-5 that is south of 184<sup>th</sup> Street N.E. as extended and as identified on the attached **Exhibit 1**. Marysville will not propose a docket item to Snohomish County for UGA expansion for any area west of I-5, that is north of 184<sup>th</sup> Street as extended and as identified on the attached **Exhibit 1**.

3. Marysville agrees not to oppose Arlington's application for docketing and establishment of an urban growth area in the area depicted as Arlington's future UGA on **Exhibit 1**. Arlington agrees not to oppose Marysville's application for docketing and establishment of an urban growth area in the area depicted as Marysville's future UGA on **Exhibit 1**.

4. To the extent either City enters into any interlocal agreement with Snohomish County for the purpose of addressing issues relating to future annexations, such agreement shall be consistent with this Agreement.

#### B. ADJUSTMENT OF UTILITY SERVICE AREA BOUNDARIES

1. Each City shall adjust its water, sewer and surface water utility service area boundaries consistent with **Exhibit 1** and each City agrees to take such actions as are required under the law to adjust such boundaries so that they are consistent with paragraph A.2 and **Exhibit 1** of this agreement.

2. Both Cities shall take all necessary steps to cause the Northern Snohomish County Water Utility Coordinating Committee (WUCC) to amend water service areas defined in the adopted December 2010 North Snohomish County Coordinated Water System Plan (CWSP) to be consistent with this Agreement. Each City shall apply to have its water and sewer comprehensive plan amended consistent with this Agreement.

3. The amendment of each City's utility service areas shall not be construed as prohibition on existing or future agreements for provision of utility service by either City into the service area of the other so long as each City consents in writing to the same.

4. Marysville and Arlington may separately negotiate a purchase and sale agreement at

fair market value for transfer of Marysville’s water service and infrastructure located west of I-5 and north of 188<sup>th</sup> Ave to Arlington, along with all pipes, valves, appurtenances, and easements conveying the water through the I-5 right of way.

C. MISCELLANEOUS

1. Except as specifically provided in this Agreement, nothing herein is intended to alter the October 1996 Annexation and Service Area Settlement Agreement.

2. Arlington and Marysville agree to the following procedure for resolving disputes in connection with issues arising under this agreement. Except as specifically provided for elsewhere in this settlement agreement, and except where a mandatory specific dispute resolution process is already established by law, this procedure will begin with good faith negotiations between the jurisdictions, followed by mediation should the jurisdictions reach an impasse, followed by binding arbitration should the jurisdictions reach an impasse in mediated negotiations.

3. Nothing contained in this agreement shall be intended to create or otherwise establish any particular class or group of persons or property owners who will or should be especially protected or benefitted by the terms of this agreement. No provision or term of this agreement is intended to limit either City’s authority to impose lawful regulations for the provision of services. This agreement shall not be construed as an admission of any duty to provide municipal services absent compliance with all lawful rules, regulations or ordinances.

4. Severability. Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF ARLINGTON

CITY OF MARYSVILLE

\_\_\_\_\_  
Barbara Tolbert, Mayor

\_\_\_\_\_  
Jon Nehring, Mayor

ATTEST:

\_\_\_\_\_  
Kristin Banfield, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven J. Peiffle, City Attorney

ATTEST:

\_\_\_\_\_  
Sandy Langdon, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Grant K. Weed, City Attorney

**EXHIBIT 1**

(MAP)

# Exhibit 1 Proposed UGA Expansion Areas

## Legend

-  State Highway
-  State Route
-  Streets
-  Arlington UGA Expansion
-  Arlington City Limits
-  Marysville City Limits
-  Arlington UGA
-  Marysville UGA
-  Arlington Water Service Area
-  Marysville Water Service Area

Streams and waterbodies courtesy of Snohomish County  
Dept of Information Systems, December 2009.

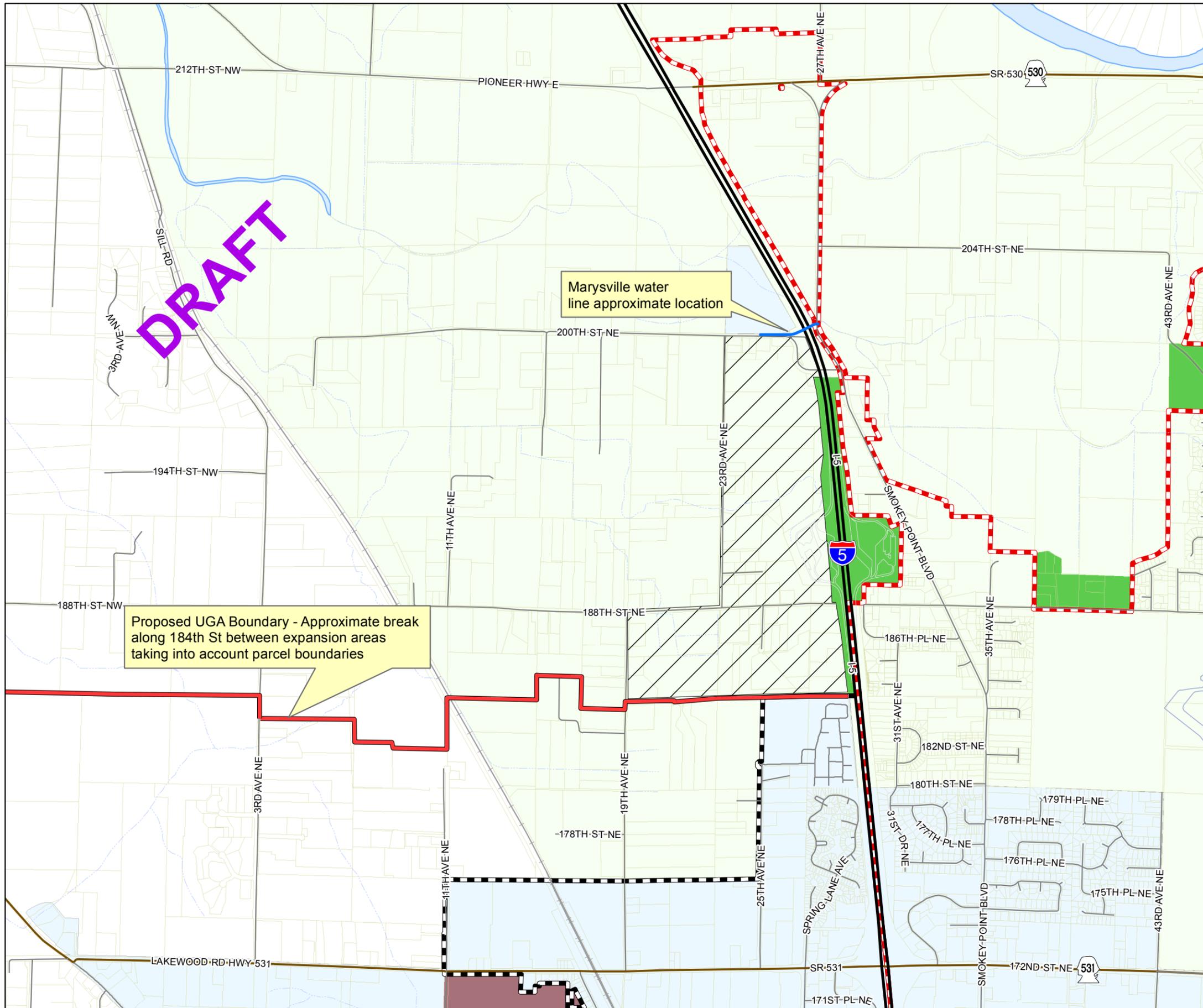
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Scale:  
1 in = 1,500 feet

Date:  
01/14/2013

File:  
ProposedUGA11X17\_13.mxd

Drawn by:  
kdh



# *Index #10*

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

**CITY COUNCIL MEETING DATE: April 22, 2013**

<b>AGENDA ITEM:</b> Supplemental Agreement No. 1 - No Cost PSA Extension with Macaulay & Associates, Ltd. for Professional Services on the 156 <sup>th</sup> Street Local Improvement District.	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Shawn Smith, P.E., Engineering Services Manager	<b>DIRECTOR APPROVAL:</b>	
<b>ATTACHMENTS:</b> Supplemental Agreement No. 1 Professional Services Agreement		
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>  30500030.563000 R0604	<b>AMOUNT:</b> \$0	

**DESCRIPTION:**

This Supplemental Agreement is for a no cost time extension for the Professional Services Agreement (PSA) with Macaulay & Associates, Ltd. for the 156<sup>th</sup> Street Local Improvement District. The PSA was signed on October 22, 2012 and it expired on February 28, 2013. Additional time is required for the remaining work on the Local Improvement District.

<b>RECOMMENDED ACTION:</b> <b>AUTHORIZE THE MAYOR TO SIGN THE Supplemental Agreement Number 1 with Macaulay &amp; Associates, Ltd.</b>
<b>COUNCIL ACTION:</b>

**SUPPLEMENTAL AGREEMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND MACAULAY & ACCOSIATES, LTD  
FOR CONSULTING SERVICES**

This Supplemental Agreement No. 1 is made and entered into on the first day of May, 2013, between the City of Marysville, hereinafter called the "City" and Macaulay & Associates, Ltd., a Washington corporation, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for providing the City with consulting engineering services to assist with a Local Improvement District for the 156<sup>th</sup> Street Overpass, located at 156<sup>th</sup> Street and Smokey Point Blvd. in Marysville, Washington, hereinafter called the "Project," said Agreement being dated October 22<sup>nd</sup>, 2012; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for additional time to complete the work,

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

Each and every provision of the Original Agreement for Professional Services dated October 22, 2012, shall remain in full force and effect, except as modified in the following sections:

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$130,800.00
Supplemental Agreement No.1	\$0
Grand Total	\$130,800.00

3. Article III, Section 3.3 of the Original Agreement,

"TIME OF PERFORMANCE", is amended to provide that all work shall be completed by March 31, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

KENNEDY/JENKS CONSULTANTS

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Marysville City Attorney