

Marysville City Council Meeting

April 14, 2014

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Snohomish County Tourism Bureau Annual Report

Audience Participation

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

2. Approval of the March 17, 2014 City Council Meeting minutes.
3. Approval of the March 24, 2014 City Council Meeting Minutes.

Consent

4. Approval of the March 19, 2014 Claims in the Amount of \$456,424.34; Paid by Check Number's 90865 through 91020 with Check Number's 86864 and 90662 Voided.
5. Approval of the March 20, 2014 Payroll in the Amount of \$954,396.63; Paid by Check Number's 27475 through 27513.
6. Approval of the March 26, 2014 Claims in the Amount of \$780,844.95; Paid by Check Number's 91021 through 91185 with No Checks Voided.
8. Consider Approving the Special Event Application for Total Health Events to Conduct the "Heroes Half Marathon" Running Event on Sunday, April 27, 2014, Including the Street Closure of Southbound Columbia Avenue, South of 1st Street, and Southbound SR529 South of 1st Street.
9. Consider Approving the Professional Services Agreement between the City of Marysville and BHC Consultants in the Amount of \$135,539.
10. Consider Approving the Interlocal Agreement for Natural Yard Care Public Outreach and Evaluation Program.

**These items have been added or revised from the materials previously distributed in the packets for the April 7, 2014 Work Session.*

Marysville City Council Meeting

April 14, 2014

7:00 p.m.

City Hall

11. Consider Approving the Professional Services Agreement with Snohomish County for Equipment Maintenance and Repair.
12. Consider Approving the Professional Services Agreement Supplement No. 2 in the Amount of \$36,192.00 with Murray, Smith & Associates, Inc.
13. Consider Approving the Interlocal Agreement with the City of Granite Falls for Outdoor Video Services.
15. Consider Approving the Special Event Application for the Marysville Arts Coalition to Conduct an Art Show and Sale on April 24-25, 2014.

Review Bids

Public Hearings

7. Consider Approving the Program Year 2014 Annual Action Plan, as Recommended by the Citizen Advisory Committee on March 11, 2014, Provide a Summary of, and Response to any Comments Received during the Public Hearing into the Program Year 2014 Annual Action Plan, and Direct Staff to Forward Program Year 2014 Annual Action Plan to the U.S. Department of Housing and Urban Development.

New Business

1. Consider Approving the Presentation on Biennial Budgets and direct staff to begin preparations for a biennial budget for 2015/2016 or to continue with an annual budget for 2015.
14. Consider Approving an **Ordinance** of the City of Marysville, Washington, providing for the issuance of not to exceed \$8,254,825 aggregate principal amount of local improvement district bonds to provide a portion of the funds necessary to finance public improvements in Local Improvement District No. 71 ("LID No. 71"), make a deposit to the City's Local Improvement Guaranty Fund, and pay the costs of issuance of the Bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; fixing the interest rate on assessments within LID No. 71; and providing for other related matters. *

Legal

Mayor's Business

16. Civil Service Commission Appointment: Michael Ferri

**These items have been added or revised from the materials previously distributed in the packets for the April 7, 2014 Work Session.*

Marysville City Council Meeting

**April 14, 2014
Staff Business**

7:00 p.m.

City Hall

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.

**These items have been added or revised from the materials previously distributed in the packets for the April 7, 2014 Work Session.*

Index #2

March 17, 2014

7:00 p.m.

City Hall

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Officer Swearing-In - Officer Kelly Pitts	Presented
Approval of Minutes	
Approval of the February 10, 2014 City Council Meeting Minutes.	Approved
Consent Agenda	
Approval of the February 19, 2014 Claims in the Amount of \$853,848.91; Paid by Check Number's 90165 through 90333 with Check Number's 89560 and 89840 Voided.	Approved
Approval of the February 20, 2014 Payroll in the Amount of \$820,918.07; Paid by Check Number's 27399 through 27433.	Approved
Approval of the February 26, 2014 Claims in the Amount of \$357,298.90; Paid by Check Number's 90334 through 90485 with no Check Numbers Voided.	Approved
Review Bids	
Consider Awarding the Bid for the Comeford Park Spray Park to Kelaye Concrete, LLC in the Amount of \$179,624.40 including Washington State Sales Tax and Approve a Management Reserve of \$20,000.00 for a Total Allocation of \$199,624.40.	Approved
Consider Awarding the Police Evidence Building Contract to Obom Construction in the Amount of \$103,930.20 Including Washington State Sales Tax.	Approved
Public Hearings	
New Business	
Consider Approving an Ordinance Related to Floodplain Management Requirements, Amending Section(s) 22E.020.030 Basis for Establishing the Areas of Special Flood Hazard; 22E.020.150 (1) (b) (ii) Specific Standards; 22A.020.200 "S" Definitions – Substantial Improvement (Floodplain Management); and Adding a New Section 22E.020.210 Severability.	Approved Ord. No. 2955
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	7:25 p.m.

COUNCIL



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MINUTES

Council Meeting
March 17, 2014

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Tim Campbell from Cross Connection Ministries gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

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

Mayor:	Jon Nehring
Council:	Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright
Absent:	None
Also Present:	Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

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

Committee Reports

Jeff Seibert gave a report on the Public Works Committee meeting where there was a really good presentation on the planned work of the Public Works Department over the next year.

Presentations

A. Officer Swearing-In

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Officer Kelly Pitts was introduced, welcomed, and sworn in.

Audience Participation

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

1. Approval of the February 10, 2014 City Council Meeting Minutes.

Motion made by Councilmember Muller, seconded by Councilmember Vaughan, to approve the February 10, 2014 City Council Meeting Minutes as presented. **Motion** passed unanimously (7-0).

Consent

2. Approval of the February 19, 2014 Claims in the Amount of \$853,848.91; Paid by Check Number's 90165 through 90333 with Check Number's 89560 and 89840 Voided.
3. Approval of the February 20, 2014 Payroll in the Amount of \$820,918.07; Paid by Check Number's 27399 through 27433.
8. Approval of the February 26, 2014 Claims in the Amount of \$357,298.90; Paid by Check Number's 90334 through 90485 with no Check Numbers Voided.

Motion made by Councilmember Vaughan, seconded by Councilmember Muller, to approve Consent Agenda items 2, 3, and 8. **Motion** passed unanimously (7-0).

Review Bids

4. Consider Awarding the Bid for the Comeford Park Spray Park to Kelaye Concrete, LLC in the Amount of \$179,624.40 including Washington State Sales Tax and Approve a Management Reserve of \$20,000.00 for a Total Allocation of \$199,624.40.

Director Nielsen stated that the bid came in under the estimate. He commented that bids were received in all. Everyone is very excited to get this project going.

Motion made by Councilmember Stevens, seconded by Councilmember Toyer, to authorize the Mayor to Award the Bid for the Comeford Park Spray Park to Kelaye Concrete, LLC in the Amount of \$179,624.40 including Washington State Sales Tax and Approve a Management Reserve of \$20,000.00 for a Total Allocation of \$199,624.40. **Motion** passed unanimously (7-0).

5. Consider Awarding the Police Evidence Building Contract to Obom Construction in the Amount of \$103,930.20 Including Washington State Sales Tax.

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Director Nielsen responded to a question posed at the last Work Session and stated that the estimate was \$125,000.

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to authorize the Mayor to awarding the Police Evidence Building Contract to Obom Construction in the Amount of \$103,930.20 Including Washington State Sales Tax. **Motion** passed unanimously (7-0).

Public Hearings

New Business

7. Consider Approving an **Ordinance** Related to Floodplain Management Requirements, Amending Section(s) 22E.020.030 Basis for Establishing the Areas of Special Flood Hazard; 22E.020.150 (1) (b) (ii) Specific Standards; 22A.020.200 "S" Definitions – Substantial Improvement (Floodplain Management); and Adding a New Section 22E.020.210 Severability.

CAO Hirashima stated that these amendments contain some minor revisions to the flood hazard code which were recommended by DOE following an audit.

Motion made by Councilmember Muller, seconded by Councilmember Wright, to adopt Ordinance No. 2955. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

Mayor Nehring reported that the City had very productive meetings in Washington DC with both of our senators and Congressman Larsen. The National League of Cities Conference was very informative as well.

Staff Business

Chief Smith:

- He is very excited to fill in staff positions with quality personnel.
- The impersonator who was robbing people was captured last week. Great job to detectives, the NITE team, Homeland Security, Renton Police Department, and King County Sheriffs. He commended Stacey Dreyer, Craig Bartl, and Cori Shackleton who did a fantastic job.
- The NITE team has served numerous search warrants over the last two weeks that have to do with two specific problematic houses in the city as well as other houses that have been identified in the City. People are recognizing the continued focus on the downtown area.
- He commented that they know who stole the statue, but unfortunately it is already melted down.

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- Patrol has made numerous arrests on burglary, theft, vehicle prowling suspects.
- Police have made more arrests this year than they did last year. He believes this speaks to their ability to be more proactive and the focus on reducing crime by 20%.
- The north annex is a huge positive change within the department. Police are utilizing the office out there. Thanks to Jim Ballew for his work on the north precinct.

Sandy Langdon had no comments.

Kevin Nielsen said the Public Works department is working with Parks quite a bit on several parks and trails. A lot of exciting projects are going to be happening in early summer.

Jim Ballew echoed that it is a very exciting time for Parks. Thanks to Council for approving the spray park tonight. Thanks also to the detectives who have been working on the theft of the statue. Parks is dealing with how best to handle the replacement of this piece of art.

Grant Weed:

- He reported that one of the bills which attempted to merge medical marijuana statute with the recreational statute did not get passed in the legislature.
- He stated there was no need for an executive session.

Gloria Hirashima:

- Thanks to the Council for approving the spray park award. This will be a great project.
- Departments are very busy getting projects done this year. Police are amazingly busy. All departments are working hard to coordinate efforts and get a lot of the city's goals and objectives met as a group.

Call on Councilmembers

Kamille Norton said it was exciting to see the officer sworn in and that the Police department is fully staffed. She thinks it's great to see all the projects happening in the city.

Steve Muller:

- Washington DC was an exciting and productive trip.
- He commended the police for their excellent work. Congratulations to them for the great new hire. He commented that Marysville has an awesome police force.
- There is a lot of activity going on down State Street. He thinks it looks great. He commended everyone for being proactive.

Rob Toyer had no comments.

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Michael Stevens:

- He agreed that Marysville's proactiveness as a community was received well in Washington DC.
- Congratulations on the new officer.

Jeff Seibert remarked that the Washington DC trip was interesting and productive.

Donna Wright asked when the webinar was scheduled. Finance Director Wright said it was scheduled for 10:00 a.m.

Jeff Vaughan commented that the trip to Washington DC was very productive. He pointed out that it was neat to see that the Council spent most of their time together and enjoyed being together. He appreciates the professional relationship they have.

Executive Session

None.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:25 p.m.

Approved this _____ day of _____, 2014.

 Mayor
 Jon Nehring

 Deputy City Clerk
 April O'Brien

Index #3

March 24, 2014

7:00 p.m.

City Hall

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Approval of Absence of Councilmember Muller.	Approved
Committee Reports	
Presentations	
Police Officer Swearing In: Joseph Bellame	Presented
Volunteer of the Month: Mike Youn	Presented
Employee Services Awards	No one present
Proclamation: Mayor's Day of Recognition for National Service	Presented
Approval of Minutes	
Approval of the February 24, 2014 City Council Meeting Minutes.	Approved
Approval of the March 3, 2014 City Council Work Session Minutes.	
Consent Agenda	
Approval of the March 5, 2014 Claims in the Amount of \$1,125,292.07; Paid by Check Number's 90486 through 90697 with Check Number 88642 Voided.	Approved
Approval of the March 12, 2014 Claims in the Amount of \$713,739.60; Paid by Check Number's 90698 through 90864 with Check Number 89965 Voided.	Approved
Approval of the March 5, 2014 Payroll in the Amount of \$1,457,333.71; Paid by Check Number's 27434 through 27474.	Approved
Review Bids	
New Business	
Approve the Professional Services Agreement with The Greater Marysville Tulalip Chamber of Commerce.	Approved
Approve the VIC Agreement with The Greater Marysville Tulalip Chamber of Commerce.	Approved
Consider the Binding Letter of Agreement with Snohomish County and Approve the Additional \$14,020.30 Needed to Complete the Utility Relocate for 67 th Avenue Site Distance Project.	Approved
Consider the D.A. Davidson & Co. Underwriting Engagement Disclosure Letter Regarding LID No. 71 Bonds.	Approved
Consider a Resolution Authorizing Investment of City of Marysville Monies in the Local Government Investment Pool (LGIP).	Approved Res. No. 2357
Public Hearings	
Consider Closed Record Appeal by Steiner Regarding Local Improvement District No. 71.	Held
Confirm the assessments against the appellant as recommended by the Hearing Examiner and have Special Counsel include the Additional Findings and Conclusions in the record as discussed in Executive Session.	Approved
Consider an ORDINANCE of the City of Marysville, Washington, relating to Local Improvement District No. 71 providing for the construction of an Interstate 5 overpass at 156th Street NE, as provided by Ordinance No. 2827; approving and confirming certain assessments appealed to the	Approved Ord. No. 2956

March 24, 2014

7:00 p.m.

City Hall

Council and a portion of the assessment roll of Local Improvement District No. 71; and levying and assessing a part of the cost and expense thereof against several lots, tracts, parcels of land and other property shown on the roll.	
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:25 p.m.
Executive Session	8:30 p.m.
Reconvenement	8:45 p.m.
Adjournment	8:45 p.m.

COUNCIL*DRAFT*
MINUTES**Regular Meeting**
March 24, 2014**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor John Mason from Mountain View Presbyterian Church gave the invocation, and Mayor Nehring 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: Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright

Absent: Steve Muller

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Grant Weed, Public Works Director Kevin Nielsen, and Recording Secretary Laurie Hugdahl.

Mayor Nehring recommended that Council consider moving new business items 7 through 10 to before the Public Hearing to accommodate visitors who were present for those items.

Motion made by Councilmember Toyer, seconded by Councilmember Stevens, to approve the agenda with the amendment as recommended by Mayor Nehring. **Motion** passed unanimously (7-0).

Motion made by Councilmember Vaughan, seconded by Councilmember Wright, to excuse Councilmember Muller who called in and is out of town this evening. **Motion** passed unanimously (7-0).

Committee Reports

None

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Presentations

A. Police Officer Swearing-in

Commander Wade read the biography for Joseph Belleme. Chief Smith welcomed Officer Belleme who was then sworn in by Mayor Nehring.

B. Volunteer of the Month

Mike Youn was presented with the Mayor's Volunteer of the Month Award for February for his outstanding community service through his compassion and willingness to donate free meals to people in need once a month in Marysville through his family-owned restaurant, and giving back to the community as part of the solution to address hunger and homelessness in the community.

C. Employees Services Awards

- Charles Smith, Police Officer, 20 year (not present)
- Bradley Akau, Police Lieutenant, 20 years (not present)

D. Proclamation: Mayor's Day of Recognition for National Service

Mayor Nehring read the Proclamation declaring April 1, 2014 *Mayors Day of Recognition for National Service* and encouraging residents to recognize the positive impact of national service in our city, thank those who serve, and to find ways to give back to their communities.

Audience Participation

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

1. Approval of the February 24, 2014 City Council Meeting Minutes

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the February 24, 2014 City Council Meeting Minutes as presented. **Motion** passed unanimously (7-0).

2. Approval of the March 3, 2014 City Council Work Session Minutes

Councilmember Seibert pointed out that on the last page under council comments, it refers to Mayor Vaughan. This should be corrected to Mayor Nehring

Motion made by Councilmember Seibert, seconded by Councilmember Stevens, to approve the March 2, 2014 City Council Work Session Minutes as amended. **Motion** passed unanimously (7-0).

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Consent

3. Approval of the March 5, 2014 Claims in the Amount of \$1,125,292.07; Paid by Check Number's 90486 through 90697 with Check Number 88642 Voided.
4. Approval of the March 12, 2014 Claims in the Amount of \$713,739.60; Paid by Check Number's 90698 through 90864 with Check Number 89965 Voided.
5. Approval of the March 5, 2014 Payroll in the Amount of \$1,457,333.71; Paid by Check Number's 27434 through 27474.

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve Consent Agenda items 3, 4, and 5. **Motion** passed unanimously (7-0).

Review Bids

New Business

7. Consider the Tourism Promotion Service Agreement and the Chamber Services Agreement with The Greater Marysville Tulalip Chamber of Commerce.

CAO Hirashima stated that this agreement with the Chamber is the consideration of the annual funding of the Marysville Tulalip Chamber of Commerce. This was on an earlier agenda but the Council recommended that staff take a look at the form of the agreement and do a review with the Economic Development Committee. The Committee reviewed the form of the agreement and then had a joint meeting with the Chamber board members and director.

The packet contains two agreements. One is an agreement for the Visitor Information Center (VIC) called the *Tourism Promotion Services Agreement*. This agreement would provide funding of the VIC through Hotel Motel funds for \$20,000. The other agreement proposed would provide an additional \$20,000 from the City for general economic development and area promotional services.

Councilmember Vaughan asked if anybody from the Economic Development Committee would like to speak to the things that went into these agreements. Councilmember Stevens commented that the thought behind splitting this into the two agreements was to utilize some of the funding for the Chamber services agreement to better serve the business development aspects within the city limits, thereby justifying that out of the General Fund.

Councilmember Vaughan referred to the Chamber Services Agreement which talks about deliverables. He asked if the six things listed under the Scope of Work on Exhibit are the deliverables. CAO Hirashima replied that some of those have more to do with coordination and communication expectations. The deliverables would be quarterly written reports, documentation of businesses seeking location and/or relocation, quarterly business directory to the City, and attending a joint meeting to give an annual

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report of the general review of business development and economic development activity.

Councilmember Vaughan said his understanding is that payment would happen quarterly upon acceptance by the City of those work deliverables. CAO Hirashima replied that is correct. Councilmember Vaughan asked if for some reason those deliverables aren't provided, can the City withhold payment? CAO Hirashima affirmed this. Councilmember Vaughan asked if any deliverables have been provided for Q1. CAO Hirashima commented that the agreement isn't in place yet. The expectation is that the process will be set in motion once the agreement is approved.

Councilmember Vaughan referred to page 1, item 5 on the Chamber Service Agreement under *Payment* which states that payment would happen "at the discretion of the City" and asked who would make this decision. City Attorney Weed stated that because the Council approves the vouchers they would be the ones who would approve it. Councilmember Vaughan requested a quarterly report from staff on the deliverables. CAO Hirashima indicated she would provide that.

Motion made by Councilmember Toyer, seconded by Councilmember Wright, to approve the Professional Services Agreement with The Greater Marysville Tulalip Chamber of Commerce. **Motion** passed unanimously (7-0).

Motion made by Councilmember, seconded by Councilmember, to approve the VIC Agreement with The Greater Marysville Tulalip Chamber of Commerce. **Motion** passed unanimously (7-0).

8. Consider the Binding Letter of Agreement with Snohomish County and Approve the Additional \$14,020.30 Needed to Complete the Utility Relocate for 67th Avenue Site Distance Project.

Director Nielsen explained that about a year ago staff brought an agenda bill forward asking for construction funds to lower the water main in support of the County's road project. Staff bid this project with the County, but it came in \$14,000 more than the original estimate. This Agreement would cover that difference.

Motion made by Councilmember Stevens, seconded by Councilmember Norton, to authorize the Mayor to sign the Binding Letter of Agreement with Snohomish County and Approve the Additional \$14,020.30 needed to Complete the Utility Relocate for 67th Avenue Site Distance Project. **Motion** passed unanimously (7-0).

9. Consider the D.A. Davidson & Co. Underwriting Engagement Disclosure Letter Regarding LID No. 71 Bonds.

Finance Director Langdon explained that the City conducted an RFP for underwriting services which resulted in three submittals and two interviews. D.A. Davidson & Co was selected. This is an Engagement Letter indicating what they will do for the City.

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Motion made by Councilmember Norton, seconded by Councilmember Vaughan, to authorize the Mayor to sign the D.A. Davidson & Co. Underwriting Engagement Disclosure Letter Regarding LID No. 71 Bonds. **Motion** passed unanimously (7-0).

10. Consider a **Resolution** Authorizing Investment of City of Marysville Monies in the Local Government Investment Pool (LGIP).

Finance Director Langdon stated that the State Treasurer is making sure that anyone who invests in the local investment pool understands the processes.

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to adopt Resolution No. 2357. **Motion** passed unanimously (7-0).

Public Hearings

6. Consider Closed Record Appeal by Steiner Regarding Local Improvement District No. 71.

Mayor Nehring opened the hearing at 7:40 p.m. and reviewed the purpose of the hearing. Steven DiJulio and Lindsay Coates, Special Legal Counsel from Foster Pepper, PLLC further explained the purpose of the hearing and some background on the matter. Mr. DiJulio summarized that LID No. 71 provides approximately 50% of the cost for the I-5/156th Overpass project. The Hearing Examiner issued his recommendation on the final assessment roll on February 3, 2014. \$8,093,213 of assessments were confirmed earlier by the Council. This appeal was brought to the City Council by the Steiner Farms on February 19. In this matter the Preliminary Final Assessment Role for LID No. 71 showed assessments against these 8 parcels of the appealed properties in the amount of \$193,198. The Hearing Examiner's recommendation proposes a reduction in the assessment to \$161,612. The Council's role is to sit as a board of equalization to determine the protest and appeal and the amount of assessments to be levied against these appealed properties. He asked if any member of the Council or the Mayor held a conflict of interest in this appeal. None were noted. He then advised the Council on the Appearance of Fairness Doctrine and asked if anyone on the Council has engaged in any communications outside of this hearing with either the Appellant or Appellant's attorney or city staff or the City Attorney's office on the substance of the appeal. None were noted. He clarified that this is an appeal, not technically a hearing in that the complete record from the Hearing Examiner was already before them. He reviewed some of those documents and the information already contained in the record.

Councilmember Vaughan commented that the Council doesn't address matters like this very often. He said he would be more comfortable receiving additional information about this in Executive Session in order to be better prepared to make a decision.

Motion made by Councilmember Vaughan, seconded by Councilmember Toyer, to recess into Executive Session for ten minutes to discuss matters related to the LID No.71. **Motion** passed unanimously (6-0).

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Council recessed into Executive Session at 7:53 p.m. until 8:03. At 8:03 Mayor Nehring announced a five-minute extension. Council reconvened the regular meeting at 8:08 p.m.

Motion made by Councilmember Vaughan, seconded by Councilmember Seibert, to confirm the assessments against the appellant as recommended by the Hearing Examiner and have Special Counsel include the Additional Findings and Conclusions in the record as discussed in Executive Session.

Mr. DiJulio read the following Additional Findings and Conclusions:

1. *All notices were proper as sent to the taxpayer of record. Under the July 2006 real estate contract (Exhibit 1 to the Steiner Farms Appeal dated January 19, 2014) the buyer is responsible for payment of all taxes and assessments. See also RCW 35.50.010. The City is required by law to give notice to the taxpayer of record. See e.g. RCW 35.43.150.*
2. *The current use of the industrial-zoned land for agricultural purposes does not preclude an assessment against the property. Whether property is or is not exempt from the obligation to pay an assessment is not part of a final assessment roll proceeding and whether the Steiner parcels that are assessed in LID No. 71 are qualified Farm and Agricultural land under RCW 84.34.020 (2) remains for future determination. In the event those properties are so qualified, the parcels still remain subject to the assessments and the future obligation to pay under RCW 84.34.370.*
3. *The City Council has considered all of the valuation evidence in the record including the opinions of the Broker Letter of Opinion submitted by the Appellant. When a protest includes conflicting valuation evidence the Council, sitting as a board of equalization, must weigh the evidence and determine the credibility of the competing opinions. Here, the Appellant does not present any before and after analysis and, the valuation of the Appellant properties based on Agricultural Land status only is not persuasive. The property was sold for \$14 million in 2006 with Steiner Farms receiving \$3,500,000. The Council recognizes the real estate market fell in 2008, but the market is recovering. The LID Appraiser's Report is far more credible in showing special benefit to the appellant properties. The improved transportation system created by the new I-5 overpass benefits industrial-zoned land in the area. That is also evidenced by the appellant properties' earlier support for the LID and 2006 purchase price for the land.*
4. *Any Public Works project will encounter costs that may be necessary to support the basic project construction including utility relocation or reconstruction. Here, the I-5 overpass project required new systems (stormwater) to support the project as well as replacement of old systems*

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that were required to be replaced. Replacement was required by the project itself and not to place general utility costs on the assessed properties. But for the I-5 overpass project, there would not have been need to replace water and sewer lines. Further, the City is paying 50% of the construction cost for project construction. Allocating utility cost to the City and not to assessed properties does not diminish the special benefit to the appellant properties from the project or result in a reduced assessment amount. That assessment amount is less than half the amount of special benefit.

5. *City-owned parcels within LID No. 71 are assessed on the same basis as similarly situated properties in the LID.*
6. *That Steiner Farms currently receives no income from the appellant properties is actually better evidence that the property has specially benefitted by LID No. 71 improvements. The LID improvements will improve the accessibility to the appellant properties and necessarily, the value of those properties.*
7. *There is no real issue regarding whether the appellant properties are considered as several parcels or a single parcel. The appellant argued before the Hearing Examiner that it should be considered as a single parcel, and the appellant properties were sold as such in 2006.*
8. *The Council accepts the Hearing Examiner's Recommendation to reduce the assessment against the appellant properties from \$193,198 to \$161,612.*

Motion passed unanimously (6-0).

New Business

11. Consider an **ORDINANCE** of the City of Marysville, Washington, relating to Local Improvement District No. 71 providing for the construction of an Interstate 5 overpass at 156th Street NE, as provided by Ordinance No. 2827; approving and confirming certain assessments appealed to the Council and a portion of the assessment roll of Local Improvement District No. 71; and levying and assessing a part of the cost and expense thereof against several lots, tracts, parcels of land and other property shown on the roll.

Motion made by Councilmember Seibert, seconded by Councilmember Stevens, to adopt Ordinance No. 2956. **Motion** passed unanimously (7-0).

Special Counsel DiJulio stated that Appendix A to that Ordinance will include the Additional Findings and Conclusions adopted by the Council by its motion.

Mayor's Business

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Mayor Nehring:

- He attended Economic Alliance Snohomish County's Economic Forecast event on Thursday where the speaker was forecasting continued modest recovery. They noted that Snohomish County and the Puget Sound are recovering at a faster clip than a lot of places in the country.
- He had the pleasure of speaking at the NJROTC Military Ball over the weekend which was a very special event.

Staff Business:

Chief Smith advised the Council that the police are starting to see some of the crime trends coming down as a result of their long-term strategy against crime. He commented that this is not just a Police Department issue. He commended the Executive Office, Community Development, Code Enforcement, Public Works, Parks, and all the departments for working together to fight crime in the City.

Kevin Nielsen:

- Wednesday night is Marysville University. Transportation is the topic.
- He noted that staff offered resources to Snohomish County for the landslide in Oso situation as part of the Mutual Aid Agreement.

Sandy Langdon distributed a flyer that will be included in the utility bills.

Grant Weed stated the need for an Executive Session for four items expected to last 15 minutes with no action expected.

Gloria Hirashima had no comments.

Call on Councilmembers

Kamille Norton had no comments.

Rob Toyer had no comments.

Michael Stevens stated that there was a Fire Board meeting last week. Battalion Chief Rex Tucker has been with the district 41 years and will be retiring at the end of month. The Fire District is hosting an open house for him on March 30 starting at 2 p.m. at Station 62.

Jeff Seibert had no comments.

Donna Wright:

- She attended the Snohomish Cities and Towns Meeting. The speaker Deanna Dawson who is the Director of Sound Cities. Mayor Earling from Edmonds is trying to encourage working together as a county.

DRAFT

- She will be out of town next week so she won't be able to attend the LEOFF 1 meeting or the Public Safety meeting.

Jeff Vaughan had no comments.

Council recessed into Executive Session at 8:30 p.m. to discuss four items expected to last 15 minutes with no action expected.

Legal**Executive Session**

- A. Litigation – One item per RCW 42.30.110 (1)(i)
- B. Personnel – One item per RCW 42.30.140 (4)(a)
- C. Real Estate – Two items per RCW 42.30.110 (1)(B)

Executive Session ended and public meeting reconvened at 8:45 p.m.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:45 p.m.

Approved this _____ day of _____, 2014.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2014

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 **March 19, 2014** claims in the amount of **\$456,424.34** paid by **Check No.'s 90865 through 91020 with Check No.'s 86864 & 90662 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
 FOR
PERIOD-3

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 **\$456,424.34 PAID BY CHECK NO.'S 90865 THROUGH 91020 WITH CHECK NO.'S 86864 & 90662 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 **14th DAY OF APRIL 2014.**

 COUNCIL MEMBER

DATE: 3/19/2014
TIME: 9:28:59AM

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90865	39TH LEGISLATIVE DIS	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90866	ACLARA RF SYSTEMS	STAR OPERATORS TRAINING-WATER	WATER SERVICES	1,900.00
90867	ACLARA RF SYSTEMS	2014 ACLARA CLIENT CONFERENCE	WATER SERVICES	820.00
90868	ADVANCED POWER, LLC	REPAIR DAMAGED WIRES @ 51ST AV	SEWER LIFT STATION	597.30
90869	AFTS	WEB PAYMENT SERVICES-FEB 2014	UTILITY BILLING	1,029.25
	AFTS	REMITTANCE PROCESSING-FEB 2014	UTILITY BILLING	1,158.38
	AFTS	BILL PRINTING SERVICES-FEB 201	UTILITY BILLING	8,230.42
90870	AMERICAN CLEANERS	DRY CLEANING	POLICE ADMINISTRATION	26.60
	AMERICAN CLEANERS		OFFICE OPERATIONS	39.11
	AMERICAN CLEANERS		POLICE PATROL	47.77
	AMERICAN CLEANERS		DETENTION & CORRECTION	60.78
90871	AMERICAN WATER WORKS	MEMBERSHIP DUES-BYDE	UTIL ADMIN	200.00
90872	ANDERTON, MIKE	UTILITY TAX REBATE	NON-DEPARTMENTAL	62.53
90873	ARAMARK UNIFORM	UNIFORM SERVICE	MAINTENANCE	10.97
90874	ARIES, EVELYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	23.04
90875	BANK OF AMERICA	PARKING REIMBURSEMENT	EXECUTIVE ADMIN	13.00
90876	BANK OF AMERICA	DUES REIMBURSEMENT	NON-DEPARTMENTAL	187.00
90877	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-39.82
	BANK OF AMERICA		WATER/SEWER OPERATION	-16.23
	BANK OF AMERICA		INFORMATION SERVICES	-11.62
	BANK OF AMERICA		UTILITY BILLING	6.99
	BANK OF AMERICA		COMPUTER SERVICES	146.57
	BANK OF AMERICA		PUMPING PLANT	204.91
	BANK OF AMERICA		POLICE PATROL	502.76
90878	BANK OF AMERICA	TRAINING REIMBURSEMENT	ROADS/STREETS CONSTRU	28.00
	BANK OF AMERICA		EXECUTIVE ADMIN	801.50
90879	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	16.80
	BARRETT, SUZANNE		RECREATION SERVICES	168.00
90880	BECKER, JUTTA	REFUND CLASS FEES	PARKS-RECREATION	80.00
90881	BICKFORD FORD	CORE REFUND	EQUIPMENT RENTAL	-81.45
	BICKFORD FORD	ALTERNATOR W/CORE CHARGE	EQUIPMENT RENTAL	293.68
	BICKFORD FORD	REAR AXLE SHAFTS, BEARINGS AND	EQUIPMENT RENTAL	351.09
90882	BLUMENTHAL UNIFORMS	UNIFORM-HILL	OFFICE OPERATIONS	17.32
	BLUMENTHAL UNIFORMS	UNIFORM-CARLILE	POLICE PATROL	177.02
90883	BOYD, RAE	INMATE MEDICAL CARE-JAN 2014	DETENTION & CORRECTION	2,915.00
90884	BROWN, EDDIE	REIMBURSE MEALS-TRAINING	UTIL ADMIN	21.32
90885	BROWN, LANORA	UTILITY TAX REBATE	NON-DEPARTMENTAL	66.27
90886	CANNON, JOSEPH	UB 094770145000 4770 145TH PL	WATER/SEWER OPERATION	172.45
90887	CAPTAIN DIZZYS EXXON	CAR WASHES	PARK & RECREATION FAC	4.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	63.00
90888	CARRS ACE	ADAPTERS, COUPLER AND BOXES	WATER RESERVOIRS	17.92
	CARRS ACE	CONNECTORS	WATER RESERVOIRS	60.11
90889	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	5,062.44
90890	CNR, INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,355.79
90891	COLBERT, CHERYL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90892	COMPUCOM SYSTEMS	ADOBE PRO LICENSE	UTIL ADMIN	278.86
	COMPUCOM SYSTEMS		OFFICE OPERATIONS	278.86
	COMPUCOM SYSTEMS	ADOBE CS6 ILLUSTRATOR	EXECUTIVE ADMIN	532.88
90893	CORBIN, ANNE	UTILITY TAX REBATE	UTIL ADMIN	37.70
	CORBIN, ANNE		NON-DEPARTMENTAL	43.09
	CORBIN, ANNE		UTIL ADMIN	140.49
90894	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	4,175.94
90895	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	11.83
90896	CRISTIANO'S	MEETING CATERING	EXECUTIVE ADMIN	89.60
90897	DAGGETT, KIM	REIMBURSE MEAL-TRAINING	UTIL ADMIN	14.05
90898	DAHLBERG, DENNIS&JUDY	UTILITY TAX REBATE	NON-DEPARTMENTAL	105.28
90899	DAILY JOURNAL OF COM	BID ADVERTISEMENT	GMA-PARKS	319.20
90900	DAVIS, MICHELLE	UB 741370000001 5514 61ST ST N	WATER/SEWER OPERATION	164.24
90901	DIAMOND B CONSTRUCT	REPLACE FAN MOTOR	PUBLIC SAFETY BLDG.	421.37
90902	DICKS TOWING	TOWING EXPENSE	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP-1439	POLICE PATROL	43.44

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90902	DICKS TOWING	TOWING EXPENSE-MP14-1650	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-1750	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-1791	POLICE PATROL	43.44
	DICKS TOWING		POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-1896	POLICE PATROL	43.44
90903	DIERCK, NORMA JEAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	74.91
90904	DINH, CON THI		NON-DEPARTMENTAL	22.55
90905	DIVERSINT	UB PRINTER REPAIR	COMPUTER SERVICES	318.70
90906	DOORMAN COMMERCIAL	COMBO LOCK AND INSTALLATION	PUBLIC SAFETY BLDG.	960.78
90907	E&E LUMBER	PLUMBING PARTS	PARK & RECREATION FAC	7.92
	E&E LUMBER	LIGHTING	PARK & RECREATION FAC	8.32
	E&E LUMBER	SAND PAPER AND SPRAY	ADMIN FACILITIES	10.40
	E&E LUMBER	CUT OFF WHEEL AND MEASURING TA	FACILITY MAINTENANCE	10.42
	E&E LUMBER	OUTLET COVER AND BLANK COVERS	ADMIN FACILITIES	12.23
	E&E LUMBER	MISC FASTENERS	WATER RESERVOIRS	14.27
	E&E LUMBER	CUT OFF WHEEL AND MEASURING TA	MAINT OF GENL PLANT	14.58
	E&E LUMBER	LUMBER AND HARDWARE	MAINT OF GENL PLANT	32.44
	E&E LUMBER	TRIM BOARDS	PARK & RECREATION FAC	34.40
	E&E LUMBER	PLUMBING PARTS	PARK & RECREATION FAC	38.89
	E&E LUMBER	CONNECTORS, SEALS AND STRAPS	WATER RESERVOIRS	46.45
	E&E LUMBER	CHAIN AND COMBO LOCKS	STORM DRAINAGE	90.39
	E&E LUMBER	WINDOWS AND INSTALLATION SUPPL	PARK & RECREATION FAC	334.24
90908	EAGLE FENCE	INSTALL FENCING-NORTH PRECINCT	MAINT OF GENL PLANT	10,805.70
90909	EAR PHONE CONNECT	LAPEL MICS (30)	GENERAL FUND	-291.71
	EAR PHONE CONNECT		POLICE PATROL	3,683.67
90910	ENSIGN, ROSSIE	REFUND CLASS FEES	PARKS-RECREATION	30.00
90911	ENVIRONMENTAL RES	PERFORMANCE EVALUATION SAMPLES	WATER/SEWER OPERATION	-38.43
	ENVIRONMENTAL RES		WASTE WATER TREATMENT F	485.27
90912	ESRI	ESRI ANNUAL MAINTENANCE	COMMUNITY DEVELOPMENT-	5,321.94
	ESRI		STORM DRAINAGE	5,321.94
	ESRI		UTIL ADMIN	5,483.22
90913	EVERETT STEEL CO	MISC STEEL	MAINTENANCE	104.07
90914	EVERETT TIRE & AUTO	TIRES (5)	ER&R	594.63
90915	EVERETT, CITY OF	WCPC CHLORINE CHANNEL BILL #1	WASTE WATER TREATMENT F	80,595.12
90916	FCS GROUP	FIRE/EMS ALTERNATIVES ANALYSIS	NON-DEPARTMENTAL	2,818.69
90917	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	29.32
90918	FEENEY WIRELESS	COMMUNICATION UPGRADE-EDWARD S	WATER CAPITAL PROJECTS	908.79
	FEENEY WIRELESS	PATROL MODEM	POLICE PATROL	987.56
90919	FERRELLGAS	PROPANE	SOLID WASTE OPERATIONS	42.02
	FERRELLGAS		WATER SERVICE INSTALL	42.02
	FERRELLGAS		TRAFFIC CONTROL DEVICES	42.02
	FERRELLGAS		ROADWAY MAINTENANCE	42.02
90920	FIRE PROTECTION,INC	FIRE ALARM MONITORING	LIBRARY-GENL	184.62
90921	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	23.51
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	60.82
	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	65.12
	FRONTIER COMMUNICATI		RECREATION SERVICES	65.12
	FRONTIER COMMUNICATI	ACCT #36065891800622955	LIBRARY-GENL	85.18
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	147.13
90922	GADWAY, ELSIE	UTILITY TAX REBATE	UTIL ADMIN	37.70
	GADWAY, ELSIE		NON-DEPARTMENTAL	52.04
	GADWAY, ELSIE		UTIL ADMIN	140.49
90923	GILLINGS, FRED	REIMBURSE ROBE REPAIR COSTS	MUNICIPAL COURTS	8.69
90924	GOVCONNECTION INC	LAPTOP BATTERIES	COMPUTER SERVICES	193.18
	GOVCONNECTION INC	WATCHGUARD UPGRADE	WATER CAPITAL PROJECTS	351.35
	GOVCONNECTION INC	SERVER SWITCH REPLACEMENT	TECHNOLOGY REPLACEMEN	4,552.30
90925	GREENHAUS PORTABLE	PORTABLE RENTAL	PARK & RECREATION FAC	242.00
90926	GREG RAIRDONS DODGE	BLOWER MOTOR AND SERPENTINE BE	EQUIPMENT RENTAL	149.74
	GREG RAIRDONS DODGE	WATER PUMP, THERMOSTAT AND GAS	EQUIPMENT RENTAL	222.52
90927	GREWAR, KINLOCH	UTILITY TAX REBATE	NON-DEPARTMENTAL	107.98
90928	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	150.00

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90928	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	172.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
90929	HACH COMPANY	1720E REBUILD	PUMPING PLANT	393.86
90930	HD FOWLER COMPANY	RETURN LIDS	WATER DIST MAINS	-61.42
	HD FOWLER COMPANY	EXTENSIONS (15)	WATER/SEWER OPERATION	279.05
	HD FOWLER COMPANY	METER LIDS AND POSTS	WATER DIST MAINS	690.33
90931	HEGNA, REIDUN	UTILITY TAX REBATE	NON-DEPARTMENTAL	7.57
	HEGNA, REIDUN		UTIL ADMIN	37.70
	HEGNA, REIDUN		UTIL ADMIN	140.49
90932	HELENA CHEMICAL CO	PESTICIDE SUPPLIES	GOLF COURSE	-148.94
	HELENA CHEMICAL CO		MAINTENANCE	1,880.70
90933	HOXIE, JOHN	UB 215020000000 5020 126TH ST	WATER/SEWER OPERATION	107.48
90934	HURLEY, SALLY	UTILITY TAX REBATE	UTIL ADMIN	37.70
	HURLEY, SALLY		UTIL ADMIN	140.49
90935	INFORMATION SERVICES	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
90936	INNOVYZE, INC.	INFO WATER SUITE FLOATING PROG	UTIL ADMIN	3,258.00
90937	INTERSTATE AUTO PART	TIE WRAP CREDIT	EQUIPMENT RENTAL	-213.07
	INTERSTATE AUTO PART	FUNNELS, BULBS AND DRAIN PANS	EQUIPMENT RENTAL	861.24
90938	JERMYN, TERRANCE	UTILITY TAX REBATE	NON-DEPARTMENTAL	22.16
90939	JOHNSON, DOROTHY		NON-DEPARTMENTAL	35.96
90940	KOPLITZ, JOYCE		UTIL ADMIN	37.70
	KOPLITZ, JOYCE		NON-DEPARTMENTAL	55.93
	KOPLITZ, JOYCE		UTIL ADMIN	140.49
90941	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	277.20
90942	LACKEY, DAVID	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
90943	LAKE INDUSTRIES	FILL HAULED IN	ROADWAY MAINTENANCE	200.00
90944	LASTING IMPRESSIONS	HAT W/EMBROIDERY	POLICE PATROL	21.72
90945	LAWSON, DONNA MAE	UTILITY TAX REBATE	UTIL ADMIN	37.70
	LAWSON, DONNA MAE		NON-DEPARTMENTAL	78.17
	LAWSON, DONNA MAE		UTIL ADMIN	140.49
90946	LEWANDOWSKI, JOE		NON-DEPARTMENTAL	39.97
90947	LICENSING, DEPT OF	CAVANAUGH, ANGELIA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DEPRIEST, HAZEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DUNSHEE, ALLEN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GALDE, BARRY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JANOUSEK, JAMES (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ST. ONGE, EDWARD (RENEWAL)	GENERAL FUND	18.00
90948	LINKS TURF SUPPLY	GLOVES AND KNIFE	MAINTENANCE	24.44
90949	LOWES HIW INC	SHOP VAC CREDIT	FACILITY MAINTENANCE	-112.66
	LOWES HIW INC	RETURN CABLE	MAINT OF GENL PLANT	-41.33
	LOWES HIW INC	PAINT HARDENER	PARK & RECREATION FAC	48.70
	LOWES HIW INC	CABLE	MAINT OF GENL PLANT	74.92
	LOWES HIW INC	SHOP VAC	FACILITY MAINTENANCE	112.66
	LOWES HIW INC	CABLE AND SWITCH	MAINT OF GENL PLANT	134.29
	LOWES HIW INC	CHAIRS AND TABLES	MAINT OF GENL PLANT	260.16
90950	LUCE, PATRICIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.24
90951	LUSK, GEORGE	INSTRUCTOR SERVICES	RECREATION SERVICES	39.60
90952	MACAULAY, DEBORAH	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.60
90953	MARYSVILLE PRINTING	ENVELOPES	LEGAL - PROSECUTION	66.88
	MARYSVILLE PRINTING	PUD VS CITY RATE INSERT (SUNNY	UTILITY BILLING	494.13
	MARYSVILLE PRINTING	REC EXPRESS AND SPORTS CAMP PR	RECREATION SERVICES	553.71
	MARYSVILLE PRINTING		RECREATION SERVICES	553.71
90954	MARYSVILLE, CITY OF	UTILITY SERVICE-316 CEDAR AVE	PARK & RECREATION FAC	100.93
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	103.23
	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST N	PRO-SHOP	187.54
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	188.63
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 1ST ST #B	STORM DRAINAGE	749.70
90955	MCFADDEN, SYLVIA	UTILITY TAX REBATE	NON-DEPARTMENTAL	46.96
90956	MISQUEZ, SAMUEL & SA		NON-DEPARTMENTAL	112.95

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90957	MIZELL, TARA	REFUND CLASS FEES (ONLINE TEST	PARKS-RECREATION	25.00
90958	MORGAN SOUND	COMMUNICATION SYSTEM REPAIR	ADMIN FACILITIES	2,071.66
90959	MOTOR TRUCKS	CAMSHAFT AND ADJUSTER	EQUIPMENT RENTAL	337.25
90960	MOYER, SHARON	UTILITY TAX REBATE	UTIL ADMIN	37.70
	MOYER, SHARON		NON-DEPARTMENTAL	74.69
	MOYER, SHARON		UTIL ADMIN	140.49
90961	NASH, TIFFANY M	INSTRUCTOR SERVICES	RECREATION SERVICES	27.00
90962	NEFF, LILLIAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	70.31
90963	NEW WORLD	TRAINING-BURKHOLDER	POLICE TRAINING-FIREARMS	1,595.00
90964	NICHOLS, JOYCE	UTILITY TAX REBATE	UTIL ADMIN	25.12
	NICHOLS, JOYCE		NON-DEPARTMENTAL	26.44
	NICHOLS, JOYCE		UTIL ADMIN	93.60
90965	NORTHWEST HANDLING	SWITCH	EQUIPMENT RENTAL	65.83
	NORTHWEST HANDLING	OPERATIONS MANUAL	EQUIPMENT RENTAL	107.03
90966	NOYES, SIGNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.38
90967	OBRIEN-WEST, MARGARE		NON-DEPARTMENTAL	57.39
90968	OKANOGAN COUNTY JAIL	INMATE HOUSING-FEB 2014	DETENTION & CORRECTION	872.00
90969	OZONIA NORTH AMERICA	UV LAMPS	WASTE WATER TREATMENT F	1,489.92
	OZONIA NORTH AMERICA	UV SUPPLIES	WASTE WATER TREATMENT F	5,837.39
90970	PACIFIC POWER BATTER	BATTERIES	ER&R	172.78
90971	PACIFIC POWER PROD.	CYLINDER, FILTER AND SCREEN	PARK & RECREATION FAC	480.70
90972	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-150.85
	PARTS STORE, THE	WIPER BLADES	ER&R	17.90
	PARTS STORE, THE	U-BOLTS	EQUIPMENT RENTAL	20.81
	PARTS STORE, THE	HEX KEYS	SEWER LIFT STATION	26.99
	PARTS STORE, THE	EXHAUST PIPE	EQUIPMENT RENTAL	33.33
	PARTS STORE, THE		EQUIPMENT RENTAL	36.15
	PARTS STORE, THE	OXYGEN SENSOR	EQUIPMENT RENTAL	50.81
	PARTS STORE, THE	AIR, FUEL FILTER AND WW FLUID	ER&R	86.80
	PARTS STORE, THE	EXHAUST PARTS	EQUIPMENT RENTAL	355.80
	PARTS STORE, THE	POWER STEERING RACK W/CORE CHA	EQUIPMENT RENTAL	389.54
90973	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	151.90
90974	PETERSON, RICHARD	UTILITY TAX REBATE	NON-DEPARTMENTAL	58.98
90975	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	36.44
	PETROCARD SYSTEMS		STORM DRAINAGE	47.94
	PETROCARD SYSTEMS		STORM DRAINAGE	49.60
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	80.04
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	110.65
	PETROCARD SYSTEMS		ENGR-GENL	120.82
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	136.12
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	286.65
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	318.63
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	389.20
	PETROCARD SYSTEMS		PARK & RECREATION FAC	396.13
	PETROCARD SYSTEMS		PARK & RECREATION FAC	657.20
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERF	2,356.76
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERF	2,798.95
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,136.88
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,202.17
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	4,239.65
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,660.10
	PETROCARD SYSTEMS		POLICE PATROL	7,292.09
	PETROCARD SYSTEMS		POLICE PATROL	7,479.69
90976	PLATT ELECTRIC	LAMPS RETURNED	WASTE WATER TREATMENT F	-46.87
	PLATT ELECTRIC	PIPE CLAMPS	WASTE WATER TREATMENT F	5.45
	PLATT ELECTRIC	EPS MONITOR PARTS	WASTE WATER TREATMENT F	52.76
	PLATT ELECTRIC	FIXTURES, SPEAKERS, WIRE AND B	MAINT OF GENL PLANT	90.24
	PLATT ELECTRIC		PUBLIC SAFETY BLDG.	539.90
90977	POLLARDWATER.COM	METER PIT PUMP	WATER SERVICES	163.12
	POLLARDWATER.COM	D-CHLOR TABLETS	WATER DIST MAINS	401.45
90978	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	32.55

DATE: 3/19/2014
TIME: 9:28:59AM

**CITY OF MARYSVILLE
INVOICE LIST**

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FOR INVOICES FROM 3/13/2014 TO 3/19/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
90978	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	50.83
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	55.25
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	67.75
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	91.47
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	467.74
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	826.96
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	1,260.40
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	1,755.24
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	3,411.47
90979	PUETT, HEATHER	RENTAL DEPOSIT AND FEE REFUND	PARKS-RECREATION	35.00
	PUETT, HEATHER		GENERAL FUND	100.00
90980	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	97.50
	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	141.27
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	167.32
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	563.85
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	632.09
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	1,551.33
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	1,834.33
90981	RAILROAD MANAGEMENT	SEWER PIPELINE CROSSING	UTIL ADMIN	146.16
	RAILROAD MANAGEMENT		UTIL ADMIN	146.16
	RAILROAD MANAGEMENT		UTIL ADMIN	146.16
	RAILROAD MANAGEMENT		UTIL ADMIN	146.16
	RAILROAD MANAGEMENT		UTIL ADMIN	146.16
	RAILROAD MANAGEMENT		UTIL ADMIN	146.16
	RAILROAD MANAGEMENT	SEWER & STORM DRAIN PIPELINE E	UTIL ADMIN	546.36
90982	REECE TRUCKING	PAY ESTIMATE #4	UTILITY CONSTRUCTION	-190.10
	REECE TRUCKING		WATER CAPITAL PROJECTS	4,128.97
90983	REHRIG PACIFIC COMPA	CONTAINERS, ASSEMBLY AND DISTR	SOLID WASTE OPERATIONS	86,597.26
90984	ROODZANT, AUGUSTA	UTILITY TAX REBATE	NON-DEPARTMENTAL	71.06
90985	ROPER, PHYLLIS		NON-DEPARTMENTAL	129.44
90986	SAFeway INC.	MEETING REIMBURSEMENT	EXECUTIVE ADMIN	46.39
90987	SCIENTIFIC SUPPLY	LAB SUPPLIES	WASTE WATER TREATMENT F	102.97
	SCIENTIFIC SUPPLY	TYGON AND VINYL TUBING	WASTE WATER TREATMENT F	323.15
	SCIENTIFIC SUPPLY	LAB SUPPLIES	WASTE WATER TREATMENT F	363.83
	SCIENTIFIC SUPPLY		WASTE WATER TREATMENT F	382.80
90988	SEA-ALASKA INDUSTRIA	REPAIR MOTOR	WASTE WATER TREATMENT F	174.08
90989	SIGARMS	FIREARMS	POLICE TRAINING-FIREARMS	2,858.35
90990	SMITH, DENNIS	UTILITY TAX REBATE	NON-DEPARTMENTAL	51.56
90991	SMOKEY POINT CONCRET	CONCRETE, ROCK AND DRAIN ROCK	FACILITY REPLACEMENT	356.72
90992	SNO CO PUBLIC WORKS	PROJECT BILLING	TRANSPORTATION MANAGEM	1,159.03
90993	SNO CO TREASURER	1183315704121-CRIME VICTIM/WIT	CRIME VICTIM	845.01
90994	SNO CO TREASURER		CRIME VICTIM	1,112.64
90995	SNO CO TREASURER	INMATE HOUSING-FEB 2014	DETENTION & CORRECTION	16,589.36
90996	SNYDER, HARRIETT	UTILITY TAX REBATE	NON-DEPARTMENTAL	24.80
90997	SOUND POWER	SOD CUTTER RENTAL	PARK & RECREATION FAC	203.98
90998	SOUND SAFETY	AIR MASK CLEANING PADS	WATER DIST MAINS	36.33
	SOUND SAFETY	JEANS-SALAZAR	SOLID WASTE OPERATIONS	128.80
	SOUND SAFETY	RAINGEAR	ER&R	364.25
90999	SPRINGBROOK NURSERY	BARK	MAINT OF GENL PLANT	105.01
91000	STAPLES	OFFICE SUPPLY CREDIT	POLICE PATROL	-50.17
	STAPLES		POLICE PATROL	-33.75
	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	13.18
	STAPLES		POLICE ADMINISTRATION	25.96
	STAPLES		COMMUNITY CENTER	39.37
	STAPLES		COMMUNITY DEVELOPMENT-	41.78
	STAPLES		COMMUNITY DEVELOPMENT-	66.83
	STAPLES		COMMUNITY DEVELOPMENT-	77.32
	STAPLES		COMMUNITY CENTER	81.44
	STAPLES		COMMUNITY CENTER	81.44
	STAPLES		COMMUNITY DEVELOPMENT-	97.09
	STAPLES		POLICE INVESTIGATION	98.95

DATE: 3/19/2014
TIME: 9:28:59AM

**CITY OF MARYSVILLE
INVOICE LIST**

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FOR INVOICES FROM 3/13/2014 TO 3/19/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
91000	STAPLES	OFFICE SUPPLIES	POLICE PATROL	101.81
	STAPLES		LEGAL - PROSECUTION	113.42
	STAPLES		OFFICE OPERATIONS	160.68
	STAPLES		POLICE PATROL	162.47
	STAPLES		OFFICE OPERATIONS	250.00
	STAPLES		POLICE PATROL	465.57
91001	STATE PATROL	BACKGROUND CHECKS-FEB 2014	PERSONNEL ADMINISTRATIO	330.00
91002	STENSLAND, KRISTA	REFUND CLASS FEES	PARKS-RECREATION	60.00
91003	SUMPTER, JUNE	UTILITY TAX REBATE	NON-DEPARTMENTAL	120.01
91004	SWAN, MARY ELAINE		NON-DEPARTMENTAL	41.61
91005	SYSTEMS INTERFACE	ENGINEERING SERVICES	WATER CAPITAL PROJECTS	5,619.17
91006	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	ADMIN FACILITIES	205.17
	THYSSENKRUPP ELEVATO		PUBLIC SAFETY BLDG.	205.17
91007	TRI-STATE TRUCK	ROAD GRADER	ER&R	-48.76
	TRI-STATE TRUCK		EQUIPMENT RENTAL	615.92
91008	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	53.62
91009	UPTON, JANICE	UTILITY TAX REBATE	UTIL ADMIN	37.70
	UPTON, JANICE		NON-DEPARTMENTAL	56.97
	UPTON, JANICE		UTIL ADMIN	140.49
91010	USA BLUEBOOK	HYDRANT OIL AND ANTI SEIZE	HYDRANTS	537.11
91011	UTILITIES UNDERGROUN	EXCAVATION NOTICE-FEB 2014	UTILITY LOCATING	304.92
91012	VALETINSEN, HILDA	UTILITY TAX REBATE	UTIL ADMIN	37.70
	VALETINSEN, HILDA		NON-DEPARTMENTAL	54.58
	VALETINSEN, HILDA		UTIL ADMIN	140.49
91013	VERIZON/FRONTIER	AMR LINES	METER READING	326.66
91014	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	103.50
	WA STATE TREASURER		GENERAL FUND	49,987.53
91015	WA STATE TREASURER		GENERAL FUND	99.00
	WA STATE TREASURER		GENERAL FUND	51,633.64
91016	WEBCHECK	WEBCHECK SERVICES-FEB 2014	UTILITY BILLING	735.00
91017	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	194.99
	WEST PAYMENT CENTER		LEGAL - PROSECUTION	682.51
91018	WESTERN PETERBILT	MIRROR CONTROL SWITCH	EQUIPMENT RENTAL	81.76
91019	YAMAHA MOTOR CORP	GOLF CART RENTAL	PRO-SHOP	1,164.61
91020	YSI INCORPORATED	SOLUTIONS AND MEMBRANE KIT	WATER/SEWER OPERATION	-2.15
	YSI INCORPORATED		STORM DRAINAGE	308.42

WARRANT TOTAL:

475,225.03

REASON FOR VOIDS:

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

CHECK #86864

CHECK #90662

CHECK LOST

INITIATOR ERROR

(8.69)

(18,792.00)

456,424.34

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2014

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 March 20, 2014 payroll in the amount \$954,396.63 Check No.'s 27475 through 27513.

COUNCIL ACTION:

Index #6

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2014

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 **March 26, 2014** claims in the amount of **\$780,844.95** paid by **Check No.'s 91021 through 91185 with no Check No. voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-3

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 **\$780,844.95 PAID BY CHECK NO.'S 91021 THROUGH 91185 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **14th DAY OF APRIL 2014.**

COUNCIL MEMBER

DATE: 3/26/2014
TIME: 8:15:16AM

**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>
91021	REVENUE, DEPT OF	SALES & USE TAXES-FEB 2014	CITY CLERK	0.13
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	9.27
	REVENUE, DEPT OF		POLICE ADMINISTRATION	19.78
	REVENUE, DEPT OF		INFORMATION SERVICES	25.24
	REVENUE, DEPT OF		PRO-SHOP	217.87
	REVENUE, DEPT OF		ER&R	228.43
	REVENUE, DEPT OF		GENERAL FUND	247.13
	REVENUE, DEPT OF		WATER/SEWER OPERATION	477.69
	REVENUE, DEPT OF		CITY STREETS	681.72
	REVENUE, DEPT OF		GOLF COURSE	2,127.97
	REVENUE, DEPT OF		RECREATION SERVICES	2,504.04
	REVENUE, DEPT OF		STORM DRAINAGE	5,072.48
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	28,293.63
	REVENUE, DEPT OF		UTIL ADMIN	52,821.60
91022	7 ELEVEN 29536	UB 680881000001 10013 SHOULTES	WATER/SEWER OPERATION	253.73
91023	ACLARA RF SYSTEMS	ENCODERS (100)	WATER/SEWER OPERATION	-756.80
	ACLARA RF SYSTEMS		WATER SERVICE INSTALL	9,556.80
91024	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.17
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	647.79
	ADVANTAGE BUILDING S		UTIL ADMIN	750.70
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	829.31
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	1,085.75
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
91025	ALBERTSONS	REC EXPRESS/DANCE SUPPLIES	RECREATION SERVICES	48.69
	ALBERTSONS		RECREATION SERVICES	96.23
91026	ANDES LAND SURVEY	DEED & DOCUMENT REVIEW	EXECUTIVE ADMIN	300.00
91027	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	26.28
	ARAMARK UNIFORM		EQUIPMENT RENTAL	26.39
91028	ASSN OF WA CITIES	2014 AWC DRUG & ALCOHOL TESTNG	UTIL ADMIN	2,931.00
91029	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,144.48
91030	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-3.26
	BANK OF AMERICA		POLICE PATROL	1,213.81
91031	BANK OF AMERICA		GOLF COURSE	-106.64
	BANK OF AMERICA		GENERAL FUND	-93.31
	BANK OF AMERICA		PARK & RECREATION FAC	42.39
	BANK OF AMERICA		PARK & RECREATION FAC	135.75
	BANK OF AMERICA		GMA-PARKS	315.00
	BANK OF AMERICA		PARK & RECREATION FAC	992.57
	BANK OF AMERICA		PRO-SHOP	1,346.60
91032	BENKOMATIC	PIPE EXTENSION	SEWER MAIN COLLECTION	236.77
91033	BICKFORD FORD	SWITCH, ACTUATOR AND WINDOW SW	EQUIPMENT RENTAL	282.26
91034	BLACKBURN PROPERTIES	UB 561250000001 17714 31ST DR	WATER/SEWER OPERATION	10.77
91035	BLUE LINE TRAINING	TRAINING-ALLEN	POLICE TRAINING-FIREARMS	129.00
91036	BLUE MARBLE ENV.	WASTE REDUCTION/RECYCLING PROG	RECYCLING OPERATION	8,680.40
91037	BLUMENTHAL UNIFORMS	UNIFORM CREDIT	POLICE PATROL	-2.19
	BLUMENTHAL UNIFORMS	UNIFORM-PITTS	POLICE PATROL	223.01
	BLUMENTHAL UNIFORMS	UNIFORM-CARLILE	POLICE PATROL	419.74
	BLUMENTHAL UNIFORMS	UNIFORM-OZMENT	POLICE PATROL	633.10
	BLUMENTHAL UNIFORMS	UNIFORM-PITTS	POLICE PATROL	692.17
91038	BOWER, KEITH	UB 840100655001 6609 79TH DR N	WATER/SEWER OPERATION	19.64
91039	BRINDLE, AMY	REFUND CLASS FEES	PARKS-RECREATION	55.00
91040	BRINKS INC	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	110.37
	BRINKS INC		UTIL ADMIN	110.37
	BRINKS INC		GOLF ADMINISTRATION	190.09
	BRINKS INC		UTILITY BILLING	193.64
	BRINKS INC		POLICE ADMINISTRATION	360.14
	BRINKS INC		MUNICIPAL COURTS	360.15
91041	BUD BARTON'S GLASS	REPLACE WINDOW	LIBRARY-GENL	484.36

DATE: 3/26/2014
TIME: 8:38:42AM

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
91042	BUD CLARY CHEVROLET	2014 CHEVROLET CAPRICE	EQUIPMENT RENTAL	30,308.65
	BUD CLARY CHEVROLET		EQUIPMENT RENTAL	30,308.65
91043	BUELL, DOUG	PHOTO CREDIT REIMBURSEMENT	EXECUTIVE ADMIN	54.90
91044	BUILDERS EXCHANGE	BID ADVERTISEMENT	GMA-PARKS	45.00
91045	BURROWS, CHERYL	RENTAL & DEPOSIT FEE REFUND	PARKS-RENTS & ROYALTIES	145.00
	BURROWS, CHERYL		GENERAL FUND	200.00
91046	CALLAWAY GOLF	CLUB CREDIT	PRO-SHOP	-212.04
	CALLAWAY GOLF		GOLF COURSE	-19.96
	CALLAWAY GOLF	CART BAG	GOLF COURSE	132.50
	CALLAWAY GOLF	PUTTERS AND DRIVERS	GOLF COURSE	649.84
91047	CARRS ACE	PVC PLUGS	SOURCE OF SUPPLY	8.61
	CARRS ACE	DRILL TIPS	WATER DIST MAINS	13.01
	CARRS ACE	BRASS HARDWARE	WATER DIST MAINS	44.40
	CARRS ACE	FITTINGS, HARDWARE AND ADJ WRE	PUMPING PLANT	79.29
	CARRS ACE	PADLOCKS	ER&R	429.66
91048	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	2,908.79
91049	CASCADE SEPTIC, LLC	PORTABLE SERVICE	SOURCE OF SUPPLY	163.20
91050	CEMEX	ASPHALT	ROADWAY MAINTENANCE	144.14
91051	CENTRAL WELDING SUPP	HARDWARE	WATER SERVICES	27.01
91052	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	5,057.45
91053	CITIES & TOWNS	SCC DINNER CITY/COUNTY SUMMIT	EXECUTIVE ADMIN	35.00
	CITIES & TOWNS		CITY COUNCIL	105.00
91054	CLEAN CUT	DOWN 5 TREES, CHIP AND CUT	STORM DRAINAGE	1,086.00
91055	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	51.57
91056	CORT, TIM & JULIE	UB 849000142000 7105 74TH ST N	WATER/SEWER OPERATION	6.72
91057	DAVIS, DOUG	UB 710991000000 4616 84TH ST N	WATER/SEWER OPERATION	33.24
91058	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46
	DB SECURE SHRED		UTILITY BILLING	7.47
	DB SECURE SHRED		LEGAL - PROSECUTION	11.19
	DB SECURE SHRED		EXECUTIVE ADMIN	11.20
	DB SECURE SHRED		PERSONNEL ADMINISTRATIO	19.52
	DB SECURE SHRED		POLICE INVESTIGATION	46.79
	DB SECURE SHRED		POLICE PATROL	46.79
	DB SECURE SHRED		DETENTION & CORRECTION	46.79
	DB SECURE SHRED		OFFICE OPERATIONS	46.79
91059	DELISLE, LAURA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
91060	DELL	SERVER CREDIT	TECHNOLOGY REPLACEMEN	-9,393.37
	DELL	MONITORS	COMPUTER SERVICES	33.00
	DELL		COMMUNITY DEVELOPMENT-	149.59
	DELL		POLICE PATROL	344.91
	DELL	SERVER	TECHNOLOGY REPLACEMEN	9,393.39
91061	DEPT OF ENT SRVCS	DR RECOVERY SOFTWARE/CIVIL 3D	TECHNOLOGY REPLACEMEN	639.54
	DEPT OF ENT SRVCS		UTIL ADMIN	26,198.53
91062	DIAMOND B CONSTRUCT	SERVICE GRILLS	PUBLIC SAFETY BLDG.	1,738.14
91063	DICKS TOWING	TOWING EXPENSE-MP14-1955	POLICE PATROL	43.44
	DICKS TOWING	TOWING EXPENSE-MP14-1987	POLICE PATROL	43.44
91064	DMCMA	MANAGERS CONFERENCE-ELSNER, S	MUNICIPAL COURTS	100.00
	DMCMA	MANAGERS CONFERENCE-RICKER, K	MUNICIPAL COURTS	100.00
91065	DMCMA	REGIONAL TRAINING (3)	MUNICIPAL COURTS	75.00
91066	DOUP, SADA JAMES	INSTRUCTOR SERVICES	RECREATION SERVICES	150.00
91067	DUNLAP INDUSTRIAL	CUTTING WHEELS, GRINDING WHEEL	MAINT OF GENL PLANT	308.76
91068	E&E LUMBER	LUMBER	SIDEWALKS MAINTENANCE	8.34
	E&E LUMBER	BUILDING MATERIALS AND FASTENE	ADMIN FACILITIES	12.53
	E&E LUMBER	SPLITTER AND BAGS	MAINT OF GENL PLANT	15.53
	E&E LUMBER	SAND PAPER	MAINT OF GENL PLANT	17.28
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	17.29
	E&E LUMBER	JANITORIAL SUPPLIES	MAINTENANCE	18.31
	E&E LUMBER	FUNNEL, HOSE SHUTOFF, BRUSHES	MAINTENANCE	34.98
	E&E LUMBER	BLADES	PARK & RECREATION FAC	35.94
	E&E LUMBER		PARK & RECREATION FAC	35.94

DATE: 3/26/2014
TIME: 8:15:16AM

CITY OF MARYSVILLE
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91068	E&E LUMBER	GRAFITTI SUPPLIES	COMMUNITY DEVELOPMENT-	58.34
	E&E LUMBER	LUMBER	SIDEWALKS MAINTENANCE	65.89
	E&E LUMBER	HANDLES, KNIVES, RAGS, BAGS AN	ER&R	222.11
91069	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
91070	ESTATE OF MILDRED HO	UB 67242000000 10121 54TH DR	WATER/SEWER OPERATION	6.06
91071	EVERETT UTILITIES	WATER/FILTRATION SERVICE CHARG	SOURCE OF SUPPLY	138,085.00
91072	FOOTJOY	GOLF SHOES	GOLF COURSE	186.20
91073	FRAIZE, CHRISTINE	UB 03591700000 5917 59TH DR N	WATER/SEWER OPERATION	143.99
91074	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.16
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.16
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.16
	FRONTIER COMMUNICATI		LEGAL-GENL	7.16
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.16
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.16
	FRONTIER COMMUNICATI		CITY CLERK	14.33
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	14.33
	FRONTIER COMMUNICATI		YOUTH SERVICES	21.49
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	21.49
	FRONTIER COMMUNICATI		FINANCE-GENL	28.65
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	28.65
	FRONTIER COMMUNICATI		STORM DRAINAGE	28.65
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	28.65
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	28.65
	FRONTIER COMMUNICATI		RECREATION SERVICES	35.81
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	38.66
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	42.59
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	42.59
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	42.98
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	42.98
	FRONTIER COMMUNICATI	ACCT #36065905060927115	STREET LIGHTING	43.64
	FRONTIER COMMUNICATI	ACCT #425-397-6325-031998-5	PARK & RECREATION FAC	46.20
	FRONTIER COMMUNICATI	PHONE CHARGES	COMPUTER SERVICES	50.16
	FRONTIER COMMUNICATI		ENGR-GENL	57.30
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	57.30
	FRONTIER COMMUNICATI		UTILITY BILLING	57.30
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	57.68
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	57.68
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	64.46
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	64.46
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	78.79
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	78.79
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	78.79
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	107.44
	FRONTIER COMMUNICATI		UTIL ADMIN	136.09
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	150.42
	FRONTIER COMMUNICATI		POLICE PATROL	315.16
91075	GC SYSTEMS INC	SOLENOID CONTROL	WATER RESERVOIRS	1,365.10
91076	GENUINE AUTO GLASS	WINDSHIELD REPAIR	EQUIPMENT RENTAL	217.20
91077	GOOBY, TERESA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
91078	GOVCONNECTION INC	HP EQUIPMENT RETURN	TECHNOLOGY REPLACEMEN	-1,143.44
	GOVCONNECTION INC	NETWORK SWITCH UPGRADE	TECHNOLOGY REPLACEMEN	2,675.19
	GOVCONNECTION INC		TECHNOLOGY REPLACEMEN	5,350.51
	GOVCONNECTION INC		TECHNOLOGY REPLACEMEN	5,564.43
91079	GRAY AND OSBORNE	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	21,290.38
91080	GREG RAIRDONS DODGE	ANTIFREEZE	ER&R	163.55

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91081	HACH COMPANY	REAGENT REPLACEMENT	WATER DIST MAINS	79.13
	HACH COMPANY	PH TESTER	WATER FILTRATION PLANT	119.46
91082	HANNAHS, JESSE	REIMBURSE MEALS-TRAINING	TRANSPORTATION MANAGEM	12.00
91083	HD FOWLER COMPANY	PVC CAP	PARK & RECREATION FAC	4.12
	HD FOWLER COMPANY	WRENCH	ER&R	92.66
	HD FOWLER COMPANY	METER LID	SOURCE OF SUPPLY	112.17
	HD FOWLER COMPANY	VALVE BOX TOPS AND GASKETS	WATER/SEWER OPERATION	191.77
	HD FOWLER COMPANY	MARKING PAINT, SHOVEL AND HAN	ER&R	292.33
	HD FOWLER COMPANY	COPPER TUBING AND COUPLINGS	WATER/SEWER OPERATION	427.65
	HD FOWLER COMPANY	HARDWARE, CORP STOP AND PIPE	WATER/SEWER OPERATION	494.64
	HD FOWLER COMPANY	ADAPTERS AND COUPLINGS	WATER/SEWER OPERATION	503.81
	HD FOWLER COMPANY	BRASS HARDWARE, CONNECTORS AND	WATER DIST MAINS	555.56
	HD FOWLER COMPANY	BRASS HARDWARE, GATE VALVE AND	WATER DIST MAINS	555.56
	HD FOWLER COMPANY	FIRE HYDRANT EXTENSION	HYDRANTS	582.83
	HD FOWLER COMPANY	POLYMER LIDS	WATER/SEWER OPERATION	586.44
91084	HD SUPPLY WATERWORKS	HYDRANT EXTENSION	HYDRANTS	632.95
	HD SUPPLY WATERWORKS	FIRE HYDRANT	WATER CAPITAL PROJECTS	2,018.95
	HD SUPPLY WATERWORKS		HYDRANTS INSTALLATION	2,061.70
91085	HE MITCHELL CO	PARK RESTROOM REMODEL ITEMS	FACILITY REPLACEMENT	321.78
91086	HEWITT, JOHN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
91087	HOLLAND, CHRIS	REIMBURSE MEETING SUPPLIES	COMMUNITY DEVELOPMENT-	173.66
91088	INDUSTRIAL SUPPLY IN	OIL ABSORBANT PADS	EQUIPMENT RENTAL	51.05
	INDUSTRIAL SUPPLY IN	OIL ABSORBANT PADS AND FLOOR D	EQUIPMENT RENTAL	301.37
91089	INGRAM, LEAH	REIMBURSE SHIPPING EXPENSE	EXECUTIVE ADMIN	51.20
91090	INTERSTATE AUTO PART	HEADLAMPS	ER&R	71.40
91091	INTERSTATE BATTERY	BATTERIES	ER&R	279.53
91092	INTOXIMETERS	PATROL SUPPLIES	POLICE PATROL	213.41
91093	IRON MOUNTAIN	ROCK	WATER RESERVOIRS	64.22
	IRON MOUNTAIN		STORM DRAINAGE	64.22
	IRON MOUNTAIN		ROADWAY MAINTENANCE	64.22
	IRON MOUNTAIN		STORM DRAINAGE	68.40
	IRON MOUNTAIN		ROADWAY MAINTENANCE	68.40
	IRON MOUNTAIN		WATER RESERVOIRS	68.41
	IRON MOUNTAIN		WATER RESERVOIRS	72.12
	IRON MOUNTAIN		ROADWAY MAINTENANCE	72.12
	IRON MOUNTAIN		STORM DRAINAGE	72.13
	IRON MOUNTAIN		STORM DRAINAGE	73.78
	IRON MOUNTAIN		WATER RESERVOIRS	73.79
	IRON MOUNTAIN		ROADWAY MAINTENANCE	73.79
	IRON MOUNTAIN		STORM DRAINAGE	153.63
	IRON MOUNTAIN		WATER RESERVOIRS	153.64
	IRON MOUNTAIN		ROADWAY MAINTENANCE	153.64
91094	JACOBSON'S GUTTER	INSTALL GUTTERS ON PORCHES	MAINT OF GENL PLANT	195.48
91095	JUDD & BLACK	60" TVS (2)	MAINT OF GENL PLANT	3,132.02
91096	KUBOTA TRACTOR	2013 KUBOTA TRACTOR	EQUIPMENT RENTAL	22,468.03
91097	LAKE INDUSTRIES	CONCRETE HAULED IN	SIDEWALKS MAINTENANCE	60.00
	LAKE INDUSTRIES	FILL HAULED IN	ROADWAY MAINTENANCE	100.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	100.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	190.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	200.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	200.00
91098	LAKEWOOD SCHOOL DIST	FACILITY USAGE FEES	RECREATION SERVICES	292.07
91099	LES SCHWAB TIRE CTR	TRAILER TIRES (2)	EQUIPMENT RENTAL	197.48
91100	LICENSING, DEPT OF	BRISTER, MATTHEW (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BROOKS, PHYLLIS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BURGESS, HOWARD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CONRAD, JANET (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CUI, XIADONG (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DETHMAN, GARETH (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DIERCK, ADAM (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DIERCK, PAUL (RENEWAL)	GENERAL FUND	18.00

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91100	LICENSING, DEPT OF	DUNSHEE, DALE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ESSER, WILLIAM (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FORD, CASEY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FREEMAN, NICOLE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GADOUAS, DAVID (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GADOUAS, ERIN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GOLDEN, DEAN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GRAFE, CORY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GUNDERSON, JOHN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAMILTON, AMBER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAYES, JANET (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HESS, WILLIAM (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOWARD, JUSTIN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JONES, LILLY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KERCHER, WILLIAM (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KNUTZEN, MATTHEW (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LARSEN, ANNE-MARIE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LARSEN, MARK (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LOVE, DAVID (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LUNCINSKI, ERIC (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOUSSI, NADIM (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	POORTVLIET, TASHA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RISE, ROBERT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SHEPARD, JOHN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TORRISI, MICHAEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WHITE, TREVOR (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WHITNEY, BARBARA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILLIAMSON, CURTIS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WOOD, AARON (ORIGINAL)	GENERAL FUND	18.00
91101	LICENSING, DEPT OF	NOTARY FEE-BROCK, T	CITY CLERK	30.00
91102	LOOP, RON CONSTRUCTIO	INSTALL PORCHES	MAINT OF GENL PLANT	3,394.23
91103	LOWES HIW INC	FIVE GALLON BUCKETS	WATER QUAL TREATMENT	8.20
	LOWES HIW INC	STAIN AND PAINTING SUPPLIES	FACILITY REPLACEMENT	50.48
	LOWES HIW INC	FLOOR TILES	PARK & RECREATION FAC	93.00
	LOWES HIW INC	CHAIRS	MAINT OF GENL PLANT	103.63
	LOWES HIW INC	TABLES AND CHAIRS	MAINT OF GENL PLANT	165.27
91104	MARTIN, GREG	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
91105	MARYSVILLE AWARDS	SIGN AND ENGRAVING	MAINT OF GENL PLANT	27.04
91106	MARYSVILLE PAINT	PAINT	PARK & RECREATION FAC	107.53
91107	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	42.30
	MARYSVILLE PRINTING		POLICE PATROL	42.30
	MARYSVILLE PRINTING		CRIME PREVENTION	42.30
91108	MARYSVILLE SCHOOL	FACILITY USAGE FEES-TMS	RECREATION SERVICES	108.00
	MARYSVILLE SCHOOL	FACILITY USAGE FEES-CMS	RECREATION SERVICES	197.75
91109	MCKINZEY, KENDA	UB 250010300000 10708 58TH DR	WATER/SEWER OPERATION	271.98
91110	METAL FINISHING INC	POWDER COAT SIGN	MAINTENANCE	56.50
91111	MICROFLEX INC	TAX AUDIT PROGRAM	FINANCE-GENL	51.22
91112	MOTOR TRUCKS	AIR FILTERS	ER&R	143.38
91113	MURRAY, SMITH & ASSO	ENGINEERING SERVICES	WATER CAPITAL PROJECTS	36,518.06
91114	MW VENTURE PROPRTIE	UB 871250000001 4814 74TH PL N	WATER/SEWER OPERATION	90.70
91115	NATTERSTAD, MARGARET	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
91116	NELSON PETROLEUM	FUEL CONSUMED	MAINTENANCE	1,517.15
91117	NORTH COAST ELECTRIC	LIGHT BULBS	SOURCE OF SUPPLY	55.60
	NORTH COAST ELECTRIC		LIBRARY-GENL	419.33
91118	NORTH COUNTY OUTLOOK	ADVERTISING	COMMUNITY CENTER	76.00
	NORTH COUNTY OUTLOOK		COMMUNITY CENTER	76.00
91119	NORTH SOUND HOSE	BALL VALVE	EQUIPMENT RENTAL	8.24
	NORTH SOUND HOSE	PIPE FITTING	SEWER MAIN COLLECTION	56.67
	NORTH SOUND HOSE	FREEZE MACHINE PARTS	WATER SERVICES	73.79
91120	NORTHUP GROUP	EMPLOYEE EVALUATION	POLICE ADMINISTRATION	125.00
91121	NORTON, KAMILLE	REIMBURSE CONFERENCE/MTG EXPEN	CITY COUNCIL	172.79

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91122	OBOM CONSTRUCTION	PAY ESTIMATE #1	FACILITY REPLACEMENT	16,833.00
91123	OLIPHANT, GINGER	INSTRUCTOR SERVICES	COMMUNITY CENTER	180.00
91124	OSBORN CONSULTING	PROFESSIONAL SERVICES	SURFACE WATER CAPITAL PF	11,833.75
91125	PACIFIC POWER BATTER	BATTERIES	UTILITY LOCATING	57.67
91126	PACIFIC POWER PROD.	BLADES	PARK & RECREATION FAC	163.36
	PACIFIC POWER PROD.	CORE HARVESTER PARTS	MAINTENANCE	365.10
91127	PARTS STORE, THE	HOSE CONNECTOR	EQUIPMENT RENTAL	5.81
	PARTS STORE, THE	FLOOR MATS	EQUIPMENT RENTAL	23.45
	PARTS STORE, THE	BUNGEE CORDS, OIL AND CAR WASH	ER&R	93.88
	PARTS STORE, THE	OIL AND FUEL FILTERS	ER&R	180.70
	PARTS STORE, THE		ER&R	218.20
	PARTS STORE, THE	ADAPTERS AND RETAINER	EQUIPMENT RENTAL	238.97
	PARTS STORE, THE	ACCESSORY BELT, GEAR OILS AND	MAINTENANCE	417.51
91128	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	93.00
91129	PERKINS COIE	LEGAL SERVICES	NON-DEPARTMENTAL	444.00
	PERKINS COIE		WASTE WATER TREATMENT F	1,332.00
91130	PETERS, BIANCA & RON	UB 251123010001 5202 113TH PL	WATER/SEWER OPERATION	200.38
91131	PETTY CASH- POLICE	MEETING SUPPLIES	DETENTION & CORRECTION	5.52
	PETTY CASH- POLICE		OFFICE OPERATIONS	27.58
	PETTY CASH- POLICE		POLICE PATROL	30.80
	PETTY CASH- POLICE		POLICE ADMINISTRATION	45.14
91132	PHASE 1 DESIGN	AWNING INSTALLATION-COMPLETION	MAINT OF GENL PLANT	5,589.36
91133	PLATT ELECTRIC	UV SUPPLIES	PUMPING PLANT	164.07
91134	PORTER, LAURA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
91135	PORTLAND PRECISION I	GPS REPAIR	ENGR-GENL	150.02
91136	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	32.55
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	89.48
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	99.41
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	125.06
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	125.78
	PUD	ACCT #2020-0351-3	PUMPING PLANT	250.94
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	360.47
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	383.49
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	1,214.39
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	1,271.31
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,378.81
	PUD	ACCT #2011-4725-3	PUMPING PLANT	3,005.69
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,744.49
	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,836.21
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	4,391.49
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	4,519.74
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	9,197.11
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	12,236.42
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	20,732.08
91137	REGAN, CHERYL	REFUND CLASS FEES	PARKS-RECREATION	62.00
91138	REIMER, MELISSA	UB 094806000000 4806 145TH PL	WATER/SEWER OPERATION	52.09
91139	RETIREMENT SYSTEMS	ADMINISTRATION FEE	PERSONNEL ADMINISTRATIO	129.90
91140	RICH, RAVEN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
91141	RIGHT! SYSTEMS, INC.	STORAGE SERVER MAINTENANCE	COMPUTER SERVICES	8,557.68
91142	ROBINSON, MIKE	REIMBURSE SUPPLIES-VOLUNTEERS	PARK & RECREATION FAC	17.98
91143	ROWELL, JAMES M	UB 521100000000 3826 176TH PL	WATER/SEWER OPERATION	53.38
91144	SANDBLASTERS INC	SAND BLAST SIGN	MAINTENANCE	43.44
91145	SCHOOLCRAFT, RANDY	REIMBURSE CDL ENDORSEMENT FEES	UTIL ADMIN	85.00
91146	SCHWARTZE, KRISTAL	INSTRUCTOR SERVICES	COMMUNITY CENTER	75.00
91147	SCWBOA	BASKETBALL REFEREES	RECREATION SERVICES	2,849.00
91148	SHERIFF & POLICE	SCSPCA DUES	POLICE ADMINISTRATION	35.00
91149	SIG SAUER INC	WEAPONS	POLICE TRAINING-FIREARMS	714.59
91150	SMITH, DEBBIE	REFUND CLASS FEES	PARKS-RECREATION	30.00
91151	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	ROADSIDE VEGETATION	21.00
	SNO CO PUBLIC WORKS		SOLID WASTE OPERATIONS	120,656.00
91152	SONITROL	SECURITY MONITORING SERVICES	PUBLIC SAFETY BLDG.	100.00

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91152	SONITROL	SECURITY MONITORING SERVICES	PARK & RECREATION FAC	132.00
	SONITROL		UTIL ADMIN	133.00
	SONITROL		COMMUNITY CENTER	142.00
	SONITROL		MAINT OF GENL PLANT	286.00
	SONITROL		ADMIN FACILITIES	333.00
	SONITROL		WASTE WATER TREATMENT F	491.01
91153	SOUND PUBLISHING	LEGAL AD	CITY CLERK	33.68
91154	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	213.37
91155	SOUND PUBLISHING		WATER CAPITAL PROJECTS	50.29
	SOUND PUBLISHING		GMA-PARKS	78.58
	SOUND PUBLISHING		WATER CAPITAL PROJECTS	220.72
91156	SOUND SAFETY	JEANS-AVEY	UTIL ADMIN	96.64
	SOUND SAFETY	JEANS-PETEK	UTIL ADMIN	157.08
	SOUND SAFETY	JEANS-SCOTT	EQUIPMENT RENTAL	175.28
	SOUND SAFETY	GLOVES AND EARPLUGS	ER&R	407.88
91157	SPECIALTY CIGARS	CIGARS	GOLF COURSE	482.04
91158	STAPLES	OFFICE SUPPLIES	UTIL ADMIN	7.12
	STAPLES		ENGR-GENL	7.13
	STAPLES		UTIL ADMIN	65.40
	STAPLES		COMMUNITY DEVELOPMENT-	65.40
	STAPLES		UTIL ADMIN	71.56
	STAPLES		ENGR-GENL	71.56
	STAPLES		POLICE PATROL	82.62
	STAPLES		MUNICIPAL COURTS	188.96
	STAPLES		UTIL ADMIN	190.25
	STAPLES		ENGR-GENL	190.25
	STAPLES		POLICE PATROL	202.67
91159	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	104.00
	STATE PATROL		GENERAL FUND	346.50
91160	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERF	3,807.02
	STRATEGIES 360		WASTE WATER TREATMENT F	3,807.02
	STRATEGIES 360		UTIL ADMIN	5,076.03
91161	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	122.50
	STRAWBERRY LANES		RECREATION SERVICES	210.00
91162	SUMMIT LAW GROUP, LL	PROFESSIONAL SERVICES	PERSONNEL ADMINISTRATIOI	1,134.00
91163	SYSTEMS INTERFACE	PLC UPGRADE	WATER CAPITAL PROJECTS	133.42
91164	TALMADGE-FITZPATRICK	LEGAL SERVICES	NON-DEPARTMENTAL	1,767.93
	TALMADGE-FITZPATRICK		WASTE WATER TREATMENT F	5,303.82
91165	TENORIO, MARIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
91166	TIDMORE FLAGS	CITY OF MARYSVILLE FLAGS (3)	ER&R	-48.80
	TIDMORE FLAGS		ER&R	616.20
91167	TOKAY SOFTWARE	BACKFLOW PREVENTION MANAGEMENT	WATER CROSS CNTL	400.00
91168	TORO NSN	TORO SOFTWARE PLAN	MAINTENANCE	134.00
	TORO NSN		MAINTENANCE	134.00
91169	TORRES, NOE	REFUND GARBAGE TAG PURCHASE	GARBAGE-SERVICES	26.64
91170	TOYER, ROB	REIMBURSE CONFERENCE EXPENSES	CITY COUNCIL	89.49
91171	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	353.96
	TRANSPORTATION, DEPT	PROJECT COSTS	GMA - STREET	576.69
	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	7,447.07
91172	UNITED PARCEL SERVIC	SHIPPING EXPENSE	EQUIPMENT RENTAL	12.11
	UNITED PARCEL SERVIC		POLICE PATROL	24.48
91173	US MOWER	SKID SHOES AND DEFLECTOR SHIEL	EQUIPMENT RENTAL	397.92
	US MOWER	HELAC MOUNT	EQUIPMENT RENTAL	651.60
91174	VERIZON/FONTIER	WIRELESS SERVICES	ANIMAL CONTROL	26.30
	VERIZON/FONTIER		LEGAL-GENL	40.01
	VERIZON/FONTIER		GOLF ADMINISTRATION	48.12
	VERIZON/FONTIER		UTILITY BILLING	48.14
	VERIZON/FONTIER		EQUIPMENT RENTAL	49.37
	VERIZON/FONTIER		CRIME PREVENTION	50.36
	VERIZON/FONTIER		FACILITY MAINTENANCE	50.77
	VERIZON/FONTIER		YOUTH SERVICES	52.60

DATE: 3/26/2014
TIME: 8:15:16AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 8

FOR INVOICES FROM 3/20/2014 TO 3/26/2014

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
91174	VERIZON/FRONTIER	WIRELESS SERVICES	FINANCE-GENL	54.30
	VERIZON/FRONTIER		PERSONNEL ADMINISTRATIO	54.30
	VERIZON/FRONTIER		WATER SUPPLY MAINS	80.02
	VERIZON/FRONTIER		OFFICE OPERATIONS	105.20
	VERIZON/FRONTIER		LEGAL - PROSECUTION	108.60
	VERIZON/FRONTIER		COMPUTER SERVICES	122.61
	VERIZON/FRONTIER		PARK & RECREATION FAC	126.48
	VERIZON/FRONTIER		EXECUTIVE ADMIN	142.43
	VERIZON/FRONTIER		RECREATION SERVICES	174.60
	VERIZON/FRONTIER		DETENTION & CORRECTION	184.10
	VERIZON/FRONTIER		SOLID WASTE OPERATIONS	192.48
	VERIZON/FRONTIER		ENGR-GENL	214.61
	VERIZON/FRONTIER		POLICE INVESTIGATION	223.84
	VERIZON/FRONTIER		COMMUNITY DEVELOPMENT-	232.51
	VERIZON/FRONTIER		STORM DRAINAGE	256.55
	VERIZON/FRONTIER		WASTE WATER TREATMENT F	274.94
	VERIZON/FRONTIER		GENERAL SERVICES - OVER-	367.08
	VERIZON/FRONTIER		POLICE ADMINISTRATION	450.77
	VERIZON/FRONTIER		UTIL ADMIN	970.94
	VERIZON/FRONTIER		POLICE PATROL	3,017.14
91175	VICTOR, KATHLEEN D.	SPECIAL EVENT SERVICES	COMMUNITY CENTER	40.00
91176	WARD, JENNIFER	INSTRUCTOR SERVICES	COMMUNITY CENTER	60.00
91177	WCIA	NOTARY BOND-BROCK, T	CITY CLERK	50.00
91178	WEED GRAAFSTRA	LAKWOOD OVERCROSSING	ROADS/STREETS CONSTRU	1,263.92
91179	WESTERN PETERBILT	MIRROW SWITCH	EQUIPMENT RENTAL	81.76
91180	WHATCOM COUNTY	STREET SURVIVAL TRAINING-WAGGO	POLICE TRAINING-FIREARMS	204.50
91181	WHISTLE WORKWEAR	JEANS-BRYANT	UTIL ADMIN	126.75
91182	WILBUR-ELLIS	PESTICIDES	MAINTENANCE	953.45
91183	WRIGHT, DONNA	REIMBURSE CONFERENCE EXPENSES	CITY COUNCIL	838.89
91184	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	MAINT OF GENL PLANT	86.23
	ZEE MEDICAL SERVICE		GENERAL SERVICES - OVER-	86.23
	ZEE MEDICAL SERVICE		WASTE WATER TREATMENT F	147.14
91185	ZIEGLER, NANCY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00

WARRANT TOTAL:

780,844.95

REASON FOR VOIDS:

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

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 4/14/2014

AGENDA ITEM: Approval of Special Event Application; Total Health Events "Heroes Half Marathon" Running Event	
PREPARED BY: Carol Mulligan DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Copy of Special Event Permit Application. 2. Copy of Traffic Control Plan: Route Overview and Detour Plan 2. MMC 5.46 "Special Events".	
BUDGET CODE:	AMOUNT:

SUMMARY:

Total Health Events has submitted an application to obtain a permit to conduct "Heroes Half Marathon" running event on Sunday, April 27, 2014. The applicant of the proposed event is requesting a temporary street closure of southbound Columbia Avenue, south of 1st Street, and southbound SR529 south of 1st Street, while allowing for emergency vehicle access. The Community Development Staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

RECOMMENDED ACTION: The Community Development Staff recommends City Council approve the application for Total Health Events to conduct a special event on Sunday, April 27, 2014, including the street closure of southbound Columbia Avenue, south of 1st Street, and southbound SR529 south of 1st Street, as requested by the applicant.

Received

MAR - 6 2014

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

FOR AGENCY USE	Date:	File:	Fee: \$100.00
	NAME OF EVENT		PROPOSED DATES
	Heroes Half Marathon		April 27/14
	APPLICANT	SPONSORING NON-PROFIT	EVENT ORGANIZER
Name	Lynne Hoskins	USO Northwest	Total Health Events
Mailing Address	2226 Eastlake Ave E #179		
City, State, ZIP	Seattle 98102		
Phone (home/office)	206-499-1903		
Phone (cell)	Same		
E-mail	info@totalhealthevents.com		
SITE INFORMATION			
Set-up date/time	Open gate 7:30 am	Dismantling Date/time	Close gate 10:30 am Hours of operation 7:30 - 10:30 am
Estimated number of participants	1200	Will admission fee be charged? (please note amount)	\$50
Will alcohol be served at event? (if yes please explain)	NO		
Type of activity planned (Describe event) and Proposed Activities	Half marathon run + walk		
Location to be used (Describe area to be used, attach map/route plan)	Wastewater Treatment Plant - gate + along Columbia		
List any City Assistance that May be Required.	Open gate Traffic control signage		
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	NO		



COMMUNITY DEVELOPMENT DEPARTMENT

80 Columbia Avenue ♦ Marysville, WA 98270

(360) 363-8100 ♦ (360) 651-5099 FAX

City of Marysville – Special Event Permit Application

Indemnification – Hold Harmless

Applicant shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Event or from any activity, work or thing done, permitted, or suffered by Applicant during the Event, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Insurance

The applicant shall procure and maintain for the duration of the Event, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Event. The policy shall be written on an occurrence basis, shall be written for a period of not less than 24 hours prior to the event and extending for a period not less than 24 hours following completion of the event, and shall contain a provision prohibiting cancellation of the policy, except upon 30 days written notice to the City of Marysville. The insurance policy shall contain, or be endorsed to contain, that the Applicant's insurance coverage shall be primary insurance as respects to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Applicant's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and authorized to do business in the State of Washington.

Applicant shall provide a certificate of insurance evidencing:

1. General Liability insurance covering the Event, participants, products-completed operations and contractual liability with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. The city as an additional insured.

Certificate of Insurance will be provided prior to permit issuance. A copy of the endorsement naming the city as an additional insured shall be attached to the Certificate of Insurance.

Applicant shall include all subcontractors and concessionaires as additional insured under its policies and provide the City with the certificates of insurance and endorsements evidencing such insurance or shall furnish the separate certificates of insurance and endorsements issued under each subcontractor's and concessionaire's insurance policy. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for Applicant.

If the event is approved for the consumption of alcohol, whether sold or not, Applicant shall procure and maintain for the duration of the Event, Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on Liquor Liability insurance. Host Liquor Liability coverage may be substituted when alcohol is consumed and not sold during the Event with the prior written approval of the City.

Applicant specifically acknowledges that the route it has chosen for the event may include portions of the roadway which may be currently under construction. Applicant accepts the condition of the route as it currently exists. Applicant acknowledges that there are various conditions commonly associated with road construction including but not limited to plates in the roadway, construction machinery and loose asphalt and gravel. Applicant agrees to defend, indemnify and save harmless the City of Marysville, its officers and employees, for any accidents or injuries arising out of the event including but not limited to accidents associated with roadway construction.

This permit may be summarily revoked by the City at any time when by reason of disaster, public calamity, riot or other emergency the City determines that the safety of the public or property requires such revocation. Notice of such action will be delivered in writing by personal service or certified mail.

City of Marysville – Special Event Permit Application

City of Marysville – Special Event Permit Application

Applicant Signature

I hereby agree to abide by the conditions listed on Page 2 of the Special Event Permit Application:

[Signature]
Applicant Signature

Dated this 6 day of March, 2014

City of Marysville Approval

City Clerk or Designee

Dated this _____ day of _____, 20_____

(For Official Use Only)

- | | | | |
|--------------------|--------------------------|-------|------------------------|
| Approved By: _____ | Parks & Recreation Dept. | _____ | Sanitation Division |
| _____ | Planning Division | _____ | Surface Water Division |
| _____ | Building Division | _____ | Finance Dept. |
| _____ | Streets Division | _____ | Fire District |
| _____ | Police Dept. | _____ | Mayor/Designee |

Permit detained for the following reasons:
Recommended approval under the following conditions:
Number of monitors/staff required: Proof of Insurance? (Please circle) Yes No
Bond required? (Please circle) Yes No
Recommended approval to proceed with liquor licensing:
Pre-event walk through scheduled for:
Post-event walk through scheduled for:

Attachments:

- Estimate of Expenses
- Sample advertising materials

Heroes Half Marathon, April 28, 2013 - Marysville section of course

M = volunteer monitor

F = certified flagger

P = police

Road closed ahead

No access to SR 529

April 29 8:00am - 11:00am

(No changes from last year's route)



Chapter 5.46 SPECIAL EVENTS

Sections:

- [5.46.010](#) Definitions.
- [5.46.020](#) Special event permit required.
- [5.46.025](#) Exceptions to special event permit requirement.
- [5.46.030](#) Permit application.
- [5.46.040](#) Approval.
- [5.46.050](#) Fees.
- [5.46.060](#) Departmental analysis.
- [5.46.070](#) Insurance required.
- [5.46.080](#) Denial of permit.
- [5.46.090](#) Appeal.
- [5.46.100](#) Sanitation.
- [5.46.110](#) Revocation of special event permit.
- [5.46.120](#) Cost recovery for unlawful special event.
- [5.46.130](#) Expressive activity special event.
- [5.46.140](#) Penalties for violation.

5.46.010 Definitions.

Terms used in this chapter shall have the following meanings:

- (1) "Demonstration" means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.
- (2) "Event organizer" means any person who conducts, manages, promotes, organizes, aids, or solicits attendance at a special event.
- (3) "Event management company" means an entity with expertise in managing special events.
- (4) "Expressive activity" includes conduct for which the sole or principal object is expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sports events, including marathons, fundraising events, or events the principal purpose of which is entertainment.
- (5) "Gross revenues" means the sum of all revenues received by an event organizer for a special event including, but not limited to, cash receipts, licensing, sponsorships, television, advertising and similar revenues, and concessions.
- (6) "March" means an organized walk or event whose principal purpose is expressive activity in service of a public cause.

(7) "Noncommercial special event" means any special event organized and conducted by a person or entity that qualifies as a tax-exempt nonprofit organization, or a special event whose principal purpose is expressive activity.

(8) "Rally" means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause.

(9) "Sidewalk" means that portion of a right-of-way, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

(10) "Sign" means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

(11) "Special event" means any fair, show, parade, run/walk, festival, or other publicly attended entertainment or celebration which is to be held in whole or in part upon publicly owned property or public rights-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public or public rights-of-way within the vicinity of such event.

(12) "Special event permit" means a permit issued under this chapter.

(13) "Special permit venue" means that area for which a special event permit has been issued.

(14) "Street" means any place that is publicly maintained and open to use of the public for purposes of vehicular traffic, including highways.

(15) "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special event permit.

(16) "Vendor" means any person who sells or offers to sell any goods, food, or beverages within a special event venue. (Ord. 2901 § 1, 2012).

5.46.020 Special event permit required.

Except as provided elsewhere in this chapter, any person or entity who conducts, promotes, or manages a special event shall first obtain a special event permit from the city of Marysville. (Ord. 2901 § 1, 2012).

5.46.025 Exceptions to special event permit requirement.

(1) Although not required to be issued a special event permit, an event organizer of an activity exempted from this chapter is required to comply with all local, state and federal laws and regulations governing public safety or health.

(2) The following activities are exempt from obtaining a special event permit:

- (a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;

- (b) Private events held entirely on private property that do not involve the use of or have an impact on public property or facilities and that do not require the provision of city public safety services;
- (c) Funeral and wedding processions on private properties;
- (d) Groups required by law to be so assembled;
- (e) Gatherings of 100 or fewer people in a city park, unless merchandise or services are offered for sale or trade to the public, in which case a special event permit is required;
- (f) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, anniversary sales, or single event (one day only) concession stands;
- (g) Garage sales, rummage sales, lemonade stands, and car washes;
- (h) Activities conducted by a governmental agency acting within the scope of its authority;
- (i) Lawful picketing on sidewalks;
- (j) Block parties located entirely on private property when not requesting a street closure, and not inviting others from outside the neighborhood;
- (k) Annual Strawberry Festival which is governed by Chapter [5.48](#) MMC; and
- (l) Other similar events and activities which do not directly affect or use city services or property. (Ord. 2901 § 1, 2012).

5.46.030 Permit application.

- (1) An application for a special event permit can be obtained at the office of the community development director and will be completed and submitted to the community development director and/or designee no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.
- (2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the community development director and/or designee. The community development director and/or designee shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of expressive activity.
- (3) The following information shall be provided on the special event permit application:
 - (a) The name, address, fax, cell, day of event contact number, email address, and office telephone number of the applicant;
 - (b) A certification that the applicant will be financially responsible for any city fees or costs that may be imposed for the special event;

Chapter 5.46 SPECIAL EVENTS

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(c) The name, address, fax, cell, email address and telephone number of the event organizer, if any, and the chief officer of the event organizer, if any;

(d) A list of emergency contacts that will be in effect during the event, and the event web address, if any; and

(e) If the special event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for special event permit shall file a signed, written communication from such organization:

(i) Authorizing the applicant to apply for the special event permit on its behalf;

(ii) Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event; and

(iii) Attached to which shall be a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;

(f) All permit applications shall include:

(i) A statement of the purpose of the special event;

(ii) A statement of fees to be charged for the special event, including admissions tax documentation;

(iii) The proposed location of the special event;

(iv) Dates and times when the special event is to be conducted;

(v) The approximate times when assembly for, and disbanding of, the special event is to take place;

(vi) The proposed locations of the assembly or production area;

(vii) The specific proposed site or route, including a map and written narrative of the route;

(viii) The proposed site of any reviewing stands and/or vending areas;

(ix) The proposed site for any disbanding area;

(x) Proposed alternative routes, sites or times, where applicable;

(xi) The approximate number of persons, animals, and vehicles that will constitute the special event;

(xii) The kinds of animals anticipated to be part of the special event;

(xiii) A description of the types of vehicles to be used in the special event;

(xiv) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;

- (xv) The number and location of potable sanitation facilities;
- (xvi) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;
- (xvii) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for special events using city streets, sidewalks, or facilities, including use of public or private law enforcement personnel;
- (xviii) Provisions for first aid or emergency medical services, or both, based on special event risk factors;
- (xix) Insurance and surety bond information;
- (xx) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity;
- (xxi) The marketing plan with proposed timelines associated with marketing the activity to the general public;
- (xxii) Event timeline documenting activities from event set-up to event tear-down;
- (xxiii) Parking areas;
- (xxiv) Identify city assistance being requested; and
- (xxv) Any other information required by the city. (Ord. 2901 § 1, 2012).

5.46.040 Approval.

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

- (1) Approval by City Staff. Administrative approval for one-day events contained on a single site that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation, fire, streets, sanitation, and community development director departments.
- (2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.
- (3) The city council will be notified of all special event approvals made by the city staff.
- (4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, Snohomish Health District, etc., these must be submitted prior to the issuance of the permit. (Ord. 2901 § 1, 2012).

5.46.050 Fees.

There will be a \$100.00 nonrefundable application fee for a special event permit. (Ord. 2901 § 1, 2012).

5.46.060 Departmental analysis.

- (1) The community development director or designee will send copies of special event permit applications to all pertinent city departments and/or outside agencies when deemed necessary for review and determination of services required.
- (2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.
- (3) Cost of city services, i.e., police, public works employees, etc., for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2901 § 1, 2012).

5.46.070 Insurance required.

Except as otherwise provided in this chapter, the applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville, its officials, officers, employees and agents as additional insured for use of streets, public rights-of-way and publicly owned property such as parks. The insurance policy shall be written on an occurrence basis and shall provide a minimum coverage of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. The insurance policy period shall be for a period not less than 24 hours prior to the event and extending for a period of not less than 24 hours following completion of the event. In circumstances presenting a significantly high risk of liability the city may, in its discretion, increase the minimum insurance requirements, and in circumstances presenting a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements. (Ord. 2901 § 1, 2012).

5.46.080 Denial of permit.

Reasons for denial of a special event permit include, but are not limited to:

- (1) The event will disrupt traffic within the city of Marysville beyond practical solution;
- (2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
- (3) The event will interfere with access to emergency services;
- (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
- (5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
- (6) The application contains incomplete or false information;

- (7) The applicant fails to provide proof of insurance;
- (8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee and/or the applicant has failed to pay all fees due from previous special events;
- (9) The applicant failed to provide proof of sufficient monitors for crowd control and safety at least one week prior to the event;
- (10) The applicant has failed to provide proof of sufficient on- or off-site parking or shuttle services, or both, when required, to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the special event;
- (11) The applicant has failed to conduct a previously authorized or exempted special event in accordance with law and/or the terms of a permit;
- (12) The special event application conflicts with permits issued on same date and location creating hardship or financial burden to already permitted events;
- (13) The applicant does not meet current zoning requirements;
- (14) The applicant fails to obtain local, county, state and federal permits as required;
- (15) The city reasonably determines that the proposed special event conflicts with an already approved special event scheduled for same date(s). (Ord. 2901 § 1, 2012).

5.46.090 Appeal.

The applicant has the right to appeal any denial or revocation of a special events permit to the city council. An appeal shall be made in writing, shall specify the grounds of the appeal, shall have supporting documentation attached, and it shall be filed with the community development director within seven calendar days of the date of the written denial or revocation. (Ord. 2901 § 1, 2012).

5.46.100 Sanitation.

(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained by the applicant subject to the Snohomish Health District's review and certification process. (Ord. 2901 § 1, 2012).

5.46.110 Revocation of special event permit.

(1) Any special event permit issued pursuant to this chapter is subject to revocation, pursuant to this section.

(2) A special event permit may be revoked if the city determines:

- (a) That the special event cannot be conducted without violating the provisions of this chapter and/or conditions for the special event permit issuance;
 - (b) The special event is being conducted in violation of the provisions of this chapter and/or any condition of the special event permit;
 - (c) The special event poses a threat to health or safety;
 - (d) The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter;
 - (e) The special event permit was issued in error or contrary to law;
 - (f) The applicant has not paid all fees when due; or
 - (g) The applicant has failed to provide confirmation or proof that it has obtained the minimum number of required volunteers to perform safety functions.
- (3) Except as provided in this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.
- (4) If there is an emergency requiring immediate revocation of a special event permit, the city may notify the permit holder verbally of the revocation. (Ord. 2901 § 1, 2012).

5.46.120 Cost recovery for unlawful special event.

Whenever a special event is conducted without a special event permit when one is required or is conducted in violation of the terms of an issued special event permit, the event organizer shall be responsible for, and the city shall charge the event organizer for, all costs incurred as a result of the adverse impacts of the special event or the violation of the special event permit. (Ord. 2901 § 1, 2012).

5.46.130 Expressive activity special event.

When a special event permit is sought for an expressive activity such as a demonstration, rally, or march as defined in this chapter, the following exceptions shall apply:

- (1) Where the special event will not require temporary street closures, cost recovery pursuant to MMC [5.46.050](#) shall be limited solely to a fee based on the cost of processing the permit application.
- (2) The insurance requirement of MMC [5.46.070](#) shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.
- (3) Where the special event will require temporary street closures and any one or more of the conditions of subsection (4) of this section are present requiring the city to provide services in the interest of public health, safety, and welfare, the special event coordinator may condition the issuance

of the special event permit upon payment of actual, direct costs incurred by the city to a maximum of \$500.00. Any fee schedule adopted by the city shall contain a provision for waiver of, or a sliding scale for payment of, fees for city services, including police costs, on the basis of ability to pay.

(4) The city may deny a special event permit for a demonstration, rally or march if:

- (a) The special event will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;
- (b) The special event will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;
- (c) The special event will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the city's public works department.
- (d) The special event will require the diversion of police employees from their normal duties;
- (e) The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;
- (f) The special event will substantially interfere with another special event for which a permit has already been granted or with the provision of city services in support of other scheduled special events; or
- (g) The special event will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.

(5) With regard to the permitting of expressive activity special events where the provisions of this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail. (Ord. 2901 § 1, 2012).

5.46.140 Penalties for violation.

- (1) Violations of, or failure to comply with, any provision of this chapter shall constitute a civil infraction and any person found to have violated any provision of this chapter is punishable by a monetary penalty of not more than \$250.00 for each such violation. Each day that a violation continues shall constitute a new and separate infraction.
- (2) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation.
- (3) Any permit fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 2901 § 1, 2012).

Index #9

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 4/14/2014

AGENDA ITEM: Professional Services Agreement with BHC Consultants	
PREPARED BY: Jeff Cobb, Wastewater Treatment Plant Lead	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: 2 Copies of a Professional Services Agreement and associated attachments	
BUDGET CODE: 40142480.541000	AMOUNT: \$135,539

SUMMARY:

A membrane feasibility study was completed for the City in December 2013. A couple of treatment alternatives were analyzed and conceptual construction and cost estimates were prepared. The study concluded with a recommendation to move forward with a membrane filtration pilot study.

The attached Professional Services Agreement with BHC Consultants would allow for project management and design services for a membrane filtration pilot test to meet Class A reclaimed water standards at the City's Wastewater Treatment Plant facility. Class A reclaimed water would offset demand for potable water, allowing deferral of future expansions to the potable water system as well as a potentially more economic source of supply to customers for non-potable use. The benefits may also allow year round discharge to the Steamboat Slough outfall. This pilot study would start May 2014 and last for about 120 days to allow sufficient data collection.

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign the Professional Services Agreement between the City of Marysville and BHC Consultants in the amount of \$135,539.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BHC CONSULTANTS
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of **Marysville**, a Washington State municipal corporation ("City"), and **BHC Consultants**, a Washington **LLC**("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding **The Membrane Filtration Pilot Study at the City's Wastewater Treatment Facility** as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence upon issuance of Notice of Proceed and shall terminate at midnight, **January 31, 2015**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY. Indemnification/Hold Harmless Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the

purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall

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

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in **Exhibit A**:

**ZENON Environmental Corporation c/o
GE Water & Process Technologies
3239 Dundas Street West
Oakville, ON L6M 4B2**

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$135,539** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses

allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**City of Marysville, Public Works Dept.
80 Columbia Avenue
Marysville, WA 98270
Attn: Jeff Cobb**

Notices to the Consultant shall be sent to the following address:

**BHC Consultants
950 Pacific Avenue, Ste 710
Tacoma, WA 98402
Attn: Mr. Tom Giese**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This

Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

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

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2014.

CITY OF MARYSVILLE

BHC Consultants LLC
1601 5th Avenue, Suite 500
Seattle, WA 98101

By _____
_____, Mayor

By 
President

Approved as to form:

City Attorney

Exhibit A Scope of Work

City of Marysville Membrane Treatment Pilot Testing

Statement of Understanding

This Scope of Work shall include the work program associated with pilot testing a hollow-fiber membrane bioreactor (MBR) technology to produce Class A reclaimed water and remove most of the nitrogen from effluent at the City of Marysville's (City's) wastewater treatment plant (WWTP). The pilot program is based on recommendations from the December 2013 Class A Reclaimed Water Feasibility Study (Feasibility Study). The MBR pilot system will consist of a membrane tank, aerobic tank for nitrification, anoxic tank for denitrification and all appurtenances necessary for lagoon effluent feed pumping, permeate pumping, aeration, air scour, mixing, and membrane cleaning. At the conclusion of pilot testing, a report will be prepared summarizing the MBR pilot system, analysis of results and conclusions.

The purpose of conducting the pilot testing is to demonstrate the performance of the membrane system in producing Class A reclaimed water (under all anticipated operating conditions, including during algal blooms in the lagoons) and removing most of the nitrogen, demonstrate the applicability of membrane treatment, and also provide information on the performance and operation of the membrane system for use during design development. Because the pilot testing is being conducted at the request of the City and for the City's consideration only at this point, pilot testing documentation will not be submitted for review or approval by Washington State Department of Ecology. However, consideration will be given to an appropriate level of coordination with Ecology to streamline review of design documents in the future, should this project move forward into a design phase.

City Responsibilities

The following items are specific responsibilities of the City in support of this Scope of Work:

- Provide comments on the draft Pilot Testing Plan and draft Pilot Testing Summary Report.
- Provide space for setup of the MBR pilot system.
- Receive and unload the MBR pilot system from the freight truck.
- Provide power, telephone and water utilities to run the MBR pilot system.
- Provide effluent and temporary plumbing for supplying flow to the pilot system and a location and temporary plumbing to dispose of permeate and reject streams to the current liquid stream process. The City shall provide two effluent sources, one before and one after the existing sand filters, only one of which will be utilized at any time.
- Connect/route utilities, effluent feed and permeate/reject disposal plumbing prior to GE showing up on site for commissioning.
- If deemed practical, provide a source of influent wastewater and temporary plumbing for supplemental carbon feed. Alternately, provide chemical for supplemental carbon, if needed and use of influent wastewater is not practical.
- Following piloting startup and manufacturer training, lead operation of the MBR pilot system and make operational adjustments under guidance from BHC and the MBR system supplier.
- Provide necessary composite samplers for sample collection.
- Collect and test samples for MBR pilot testing.
- Cost and labor associated with collection, delivery, and testing of samples at an accredited laboratory.
- Decommission and load the MBR pilot system onto the freight truck, with assistance from GE.
- Cost of repairs or damage to the MBR pilot system resulting from improper handling or operation.

Schedule

BHC will undertake to complete the Scope of Work based on the milestones listed below, assuming notice-to-proceed (NTP) is provided on or before April 16, 2014. The duration of the pilot testing will be 4 months from the date the MBR pilot system arrives on site to the date that it is removed from the site.

- Submit draft testing plan for review – 05/07/14 (21 days following NTP)
- Finalize testing plan – 05/21/14 (14 days following draft plan submittal)
- MBR pilot system on site – 05/26/2014 (up to 40 days following NTP)
- MBR pilot system startup – 06/09/14 (14 days following arrival of the pilot system)
- MBR pilot testing concluded – 09/19/14 (103 days following startup)
- MBR pilot system disassembled and ready for retrieval – 09/26/14 (7 days following completion of testing)
- Submit draft Pilot Testing Summary Report – 10/24/14 (28 days following conclusion of pilot testing)
- Submit final Pilot Testing Summary Report – 11/15/14 (21 days following draft report submittal, assuming up to a 2 week review period by the City)

BHC shall perform these services with reasonable diligence and expediency consistent with the standard of care for professional engineering services. If necessary, this schedule shall be equitably adjusted to allow for changes in scope or for delays beyond BHC's reasonable control.

Exclusions

The following items are excluded from this work scope, but can be included in a future scope of work:

- Pilot testing membrane equipment other than an MBR pilot system by General Electric (GE).
- Running a pilot test for a duration exceeding 4 months.
- Refining the conceptual design and conceptual cost estimates based on pilot testing results to develop a preliminary design and updated opinion of probable cost.
- Preparation of an Engineering Report meeting the requirements of WAC 173-240-060.
- Outfall analysis, including a mixing zone study for Steamboat Slough.
- Preparation of a SEPA checklist or SERP documents, which may include a biological assessment and cultural resources survey. SERP documents would be required if federal funding through the state revolving fund is desired.
- Final design and construction services.

Budget

The budget for this scope of work is \$135,539. BHC will be compensated by the City on a time and materials basis. Compensation shall not exceed the budgeted amount without prior authorization from the City.

Task 1- Project Coordination and Management

Receivables:

- Invoicing requirements, as applicable, from the City

Work Tasks:

- 1.1 Project setup, invoicing and communication with City staff.
- 1.2 Manage the project and coordinate the project team.
- 1.3 QA/QC review of the draft Pilot Testing Plan and draft Pilot Testing Summary Report.

Deliverables:

- Invoices

Task 2 – Pilot Testing

Receivables:

- Pilot system sample testing results from the City

March 7, 2014

Page 2 of 4

- City comments on draft Pilot Testing Plan

Work Tasks:

- 2.1 Coordination with MBR Pilot System Supplier.
- 1) BHC will coordinate the MBR pilot system components and requirements with the MBR Pilot System Supplier (GE), who is subcontracted to BHC. The MBR pilot system will use hollow-fiber membranes submerged in a membrane tank. The membranes will filter suspended solids from the effluent to produce final effluent with turbidities meeting the requirements for Class A reclaimed water. The MBR pilot system will also include aerobic and anoxic tanks, upstream of the membrane tank, to nitrify and denitrify the effluent for removal of nitrogen. The MBR pilot system will come complete with all appurtenances necessary for lagoon effluent feed pumping, permeate pumping, aeration of the tanks, membrane air scouring, anoxic tank mixing, and membrane cleaning. The City will provide space for installing the pilot system, a source of effluent and temporary plumbing for supplying flow to the pilot system, a location and temporary plumbing to dispose of permeate and reject streams, and necessary electric, telephone and water utilities. A portion of the existing WWTP effluent will be diverted to the MBR pilot system downstream of the existing sand filters. A second feed point will also be provided upstream of the existing filters to test the pilot system without prior filtration, in the event it is determined that the small carryover of sand from the existing filters is a concern for the membranes. Effluent from the MBR pilot system will be returned to the current liquid stream process. A supplemental carbon feed and/or a feed of influent wastewater will be provided to introduce a carbon source for denitrification. The preferred source is influent wastewater, which would require the pilot system to be supplied with a screen filter for protection of the membranes. If a supplemental carbon feed is used, the City will provide the chemical and the pilot system will be equipped with a metering pump and tank to dose the supplemental carbon.
 - 2) BHC and GE will work with the City to develop a schedule for delivery and setup of the MBR pilot system and execution of the pilot testing.
 - 3) BHC and GE will work with the City to confirm the pilot testing objectives; identify requirements for sampling and testing to support those objectives; and appropriately allocate responsibilities for setup, operation, and decommissioning of the MBR pilot system.
- 2.2 BHC will develop a Pilot Testing Plan that will include the elements listed below. BHC will prepare a draft plan and incorporate comments from the City into final plan.
- 1) Overview of the MBR pilot system components and configuration including a site plan and schematic. The site plan will utilize the site background developed for the previously completed Feasibility Study.
 - 2) Identification and description of operating scenarios to be implemented during the pilot testing to examine impacts of various operational changes. These operational changes could include: feeding effluent from before and after the sand filters, modifying the coagulant dose for the sand filters, and changing the source of carbon for denitrification.
 - 3) Identification of the sampling locations, type of sample (i.e., grab or composite) and frequency of sample collection. Also identify operational parameters to be recorded and frequency of recording.
 - 4) Identification of parameters to be tested for each sample and the testing protocols to be used.
- 2.3 BHC and GE will be available to confer with the City throughout pilot testing. BHC and GE will provide guidance to the City on operation of the MBR pilot system, review of preliminary results, and subsequent adjustments to operations. BHC and GE will also provide oversight and guidance on implementation of the Pilot Testing Plan, including guidance on operational and pilot system modifications to follow the operational scenarios outlined in the plan.
- 2.4 BHC and GE will analyze test results and records of operational parameters to evaluate performance and efficiency of the MBR pilot system in meeting the objectives under the various operational scenarios that were tested. This analysis will also identify and evaluate trends, limitations and unique considerations associated with the operation of the MBR pilot system.

Deliverables:

- Draft Pilot Testing Plan
- Final Testing Plan

Task 3 – Prepare Pilot Testing Summary Report

Receivables:

- City comments on draft Pilot Testing Summary Report.

Work Tasks:

- 3.1 Summarize the MBR pilot system and objectives of pilot testing. Identify the main components and describe the purpose of each component. Include a schematic and site plan for the pilot system. The site plan will use the background developed for the previously completed Feasibility Study.
- 3.2 Summarize the Pilot Testing Plan. Describe the operational scenarios implemented during pilot testing and the sampling and testing program.
- 3.3 Summarize the analysis of results. Compare performance under the different operating scenarios with the pilot testing objectives and summarize trends, limitations and unique considerations.
- 3.4 Prepare the draft Pilot Testing Summary Report. Incorporate City comments on the draft report into the final Pilot Testing Summary Report.

Deliverables:

- Draft Pilot Testing Summary Report
- Final Pilot Testing Summary Report

Task 4 – Meetings and Site Visits

Receivables: None

Work Tasks:

- 4.1 Kickoff Meeting – Two representatives from BHC and one representative from GE will attend the kickoff meeting. The purpose of the kickoff meeting is to discuss project scope and schedule, project communications, information needs, and to establish responsibilities for the pilot testing. This will also be an opportunity to visit the WWTP site and look at locations for the pilot system, effluent feed, permeate/reject return, and utility connections.
- 4.2 Review Meetings – One representative from BHC will be at each of two review meetings. One review meeting will be to discuss City comments on the draft Pilot Testing Plan. The second review meeting will be to discuss City comments on the draft Pilot Testing Summary Report. GE will participate via teleconference as necessary.
- 4.3 Site Visits – One representative from BHC will conduct three (3) site visits during the 4-month pilot testing period. Additionally, GE will have a representative on site for 40 hours to work with the City to commission the MBR pilot system; and provide training to the City on operation of the pilot system. The City shall have connected/routed utilities, effluent feed and permeate/reject disposal plumbing prior to GE showing up on site for commissioning. GE will also be available for up to three (3) site visits during the 4-month pilot testing period.

Deliverables:

- Meeting agendas
- Meeting minutes

Index #10

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 4/14/2014

AGENDA ITEM: Interlocal Agreement for the Natural Yard Care Public Outreach and Evaluation Program	
PREPARED BY: Matthew Eyer, Surface Water Specialist	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: 2 original copies of the Interlocal Agreement	
BUDGET CODE: 40145040.549000 (NPDES)	AMOUNT: \$4,865

SUMMARY:

The City of Marysville, in coordination with 16 other cities and counties, has received grant funding in the amount of \$256,300 from the Washington State Department of Ecology to implement the Natural Yard Care Public Outreach Program. The purpose of this Agreement is to allow the City of Marysville to participate in this grant funded Program. Matching funds in the amount of \$4,865 are included in this Agreement to fund the required evaluation portion of the Program.

This Program fulfills the City's obligation under the NPDES Phase II Permit for providing education and outreach regarding stormwater impacts. The Agreement allows the City to maximize the dollars spent in this area by wholly benefiting from a program that the City only partially funds. Furthermore, all of the management activities of this program will be completed by Snohomish County and only minimal City staff time will be required.

This Program will make available three educational classes to 5,002 single family residents of the City of Marysville. These classes will provide citizens guidance on how to cultivate and maintain their yards in a way that benefits the environment while still satisfying the homeowner's needs. After the classes are completed an extensive study and analysis will be done to determine if the classes resulted in a behavioral change.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the attached Interlocal Agreement with Snohomish County.
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**INTERLOCAL AGREEMENT FOR NATURAL YARD CARE PUBLIC OUTREACH
AND EVALUATION PROGRAM**

This INTERLOCAL AGREEMENT FOR NATURAL YARD CARE PUBLIC OUTREACH AND EVALUATION PROGRAM (this "Agreement") is made and entered into as of this _____ day of _____, 2014, by and among **SNOHOMISH COUNTY**, a political subdivision of the State of Washington ("Snohomish County"), the **CITY OF ARLINGTON**, a Washington municipal corporation ("Arlington"), the **CITY OF MARYSVILLE**, a Washington municipal corporation ("Marysville"), the **CITY OF GRANITE FALLS**, a Washington municipal corporation ("Granite Falls"), the **CITY OF MOUNTLAKE TERRACE**, a Washington municipal corporation ("Mountlake Terrace"), the **CITY OF EVERETT**, a Washington municipal corporation ("Everett"), the **CITY OF MILL CREEK**, a Washington municipal corporation ("Mill Creek"), the **CITY OF BOTHELL**, a Washington municipal corporation ("Bothell"), the **CITY OF MONROE**, a Washington municipal corporation ("Monroe"), the **CITY OF SNOHOMISH**, a Washington municipal corporation ("Snohomish"), the **CITY OF MUKILTEO**, a Washington municipal corporation ("Mukilteo"), the **CITY OF EDMONDS**, a Washington municipal corporation ("Edmonds"), the **CITY OF LYNNWOOD**, a Washington municipal corporation ("Lynnwood"), the **CITY OF BRIER**, a Washington municipal corporation ("Brier"), the **CITY OF OLYMPIA**, a Washington municipal corporation ("Olympia"), the **CITY OF TUMWATER**, a Washington municipal corporation ("Tumwater"), and **THURSTON COUNTY**, a political subdivision of the State of Washington ("Thurston County," and, together with Arlington, Marysville, Granite Falls, Mountlake Terrace, Everett, Mill Creek, Bothell, Monroe, Snohomish, Mukilteo, Edmonds, Lynnwood, Brier, Olympia and Tumwater, the "Participating Entities").

RECITALS

A. Snohomish County is a Permittee under the Phase I Municipal Stormwater Permit (the "Phase I Permit") issued by the Washington State Department of Ecology ("Ecology") pursuant to the National Pollutant Discharge Elimination System ("NPDES") permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the "CWA"), and Washington's Water Pollution Control Law, chapter 90.48 RCW (the "WPCL").

B. Each of the Participating Entities is a Permittee under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II Permit") issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL.

C. In this Agreement, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits."

D. Among other things, the NPDES Permits require Snohomish County and the Participating Entities to engage in public outreach and educational activities related to water pollution prevention strategies and practices.

E. Snohomish County and Ecology have entered into that certain “2013-15 Biennial Municipal Stormwater Grants of Regional or Statewide Significance Funding Agreement Between the State of Washington Department of Ecology and Snohomish County”, having an effective date of October 31, 2013, and an Ecology Grant Number of G1400481 (the “Grant Document”). A true and correct copy of the Grant Document is attached to this Agreement as Exhibit A.

F. Pursuant to the Grant Document, Ecology will provide Snohomish County with grant funds in the amount of Two Hundred Fifty-Six Thousand Three-Hundred and No/100 Dollars (\$256,300.00) (the “Grant Funds”) to enable Snohomish County and the Participating Entities to implement certain public outreach and educational programs regarding natural yard care best management practices, as more fully described in the Grant Document (the “Natural Yard Care Public Outreach and Evaluation Program”).

G. The objectives of the Natural Yard Care Public Outreach and Evaluation Program are (i) to improve water quality within the region by educating the public regarding best management practices for residential yard care (the “Educational Programs”), and (ii) to measure the understanding and adoption of the targeted behaviors and evaluate the effectiveness of the parties’ respective Educational Programs in achieving desired behavior changes (the “Effectiveness Assessment”).

H. As more fully described in the Grant Document and in Section 4 of this Agreement, Snohomish County and one group of the Participating Entities shall implement one style of Educational Program (the “Classroom Lecture Educational Program” described in Task 3 of the Grant Document), while a different group of the Participating Entities shall implement a different style of Educational Program (the “Backyard Demonstration Educational Program” described in Task 4 of the Grant Document).

I. As described in Task 2 of the Grant Document, Snohomish County shall engage an evaluation consultant to perform an Effectiveness Assessment comparing the efficacy of the two different styles of Educational Program. The parties anticipate that the Effectiveness Assessment will involve four distinct phases, as more fully described in Section 5 below. Phase 1 and Phase 2 of the Effectiveness Assessment will be performed prior to, during and/or immediately at the conclusion of the Educational Programs. Phase 3 and Phase 4 of the Effectiveness Assessment will be performed approximately six (6) to eight (8) months after the Educational Programs have concluded. Upon completion of the Effectiveness Assessment, the data and final report shall be provided to all parties.

J. The Grant Funds shall be used to design and implement the Educational Programs, as well as to fund Phase 1 and Phase 2 of the Effectiveness Assessment. While no matching funds are required by the Grant Document, Snohomish County and the Participating Entities are required by the Grant Document to fund 100% of Phase 3 and Phase 4 of the Effectiveness Assessment (the “Post-Grant Contributions”). Phase 3 and Phase 4 of the Effectiveness Assessment shall be paid for by Snohomish County and the Participating Entities, according to their respective shares of said cost, as more fully described in Section 5.3(b) below.

K. Olympia is participating in this Agreement under different financial terms than are the other Participating Entities. While Olympia will use monies from the Grant Funds to fund a specific portion of its Educational Program, Olympia will fund the majority of its Educational Program as well as its Post-Grant Contribution with grant funds Olympia has obtained separately from Ecology pursuant to the National Estuary Program, Grant Agreement Number G1400448, having an effective date of December 16, 2013 (the "NEP Grant").

L. Snohomish County and the Participating Entities now desire to enter into this Agreement to implement and achieve the objectives of the Natural Yard Care Public Outreach and Evaluation Program, and thereby fulfill a part of their respective obligations under the NPDES Permits, all as more fully described by, and pursuant to the terms and conditions contained in, this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Snohomish County and the Participating Entities agree as follows:

1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT

1.1 Purpose of Agreement

This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, which allows local governments to cooperate with one another to make more efficient and effective use of their resources. The purpose and intent of this Agreement is for the parties to use the Grant Funds, Olympia's NEP Grant funds, and the Post-Grant Contributions to implement and achieve the objectives of the Natural Yard Care Public Outreach and Evaluation Program, and thereby fulfill a part of their respective obligations under the NPDES Permits. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by any party in connection with the performance of this Agreement will remain the sole property of such party, and none of the other parties shall have any interest therein.

1.2 Administrators

Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

Snohomish County's Initial Administrator:

ATTN: Suzi Wong Swint
 Snohomish County
 Department of Public Works
 Surface Water Management Div.
 3000 Rockefeller Avenue M/S 607
 Everett, Washington 98201
 Telephone: (425) 388-6476
 Email: swswint@snoco.org

Arlington's Initial Administrator:

ATTN: Bill Blake
 City of Arlington
 238 N Olympic Ave
 Arlington, WA 98223

Telephone: (360) 403-3440
 Email: bblake@arlingtonwa.gov

Marysville's Initial Administrator:

ATTN: Kari Chennault
 City of Marysville
 80 Columbia Avenue
 Marysville, WA 98270

Telephone: (360) 363-8277
 Email: kchennault@marysvillewa.gov

Granite Falls's Initial Administrator:

ATTN: Brent Kirk
 City of Granite Falls
 206 S Granite Avenue
 PO Box 1440
 Granite Falls, WA 98252

Telephone: (360) 691-6441
 Email: brent.kirk@ci.granite-falls.wa.us

Mountlake Terrace's Initial Administrator:

ATTN: Mike Shaw
 City of Mountlake Terrace
 6100 219th Street SW, Suite 200
 Mountlake Terrace, WA 98043

Telephone: (425) 670-8264
 Email: mshaw@ci.mlt.wa.us

Everett's Initial Administrator:

ATTN: Apryl Hynes
 City of Everett
 3200 Cedar St
 Everett, WA 98201

Telephone: (425) 257-8992
 Email: ahynes@ci.everett.wa.us

Mill Creek's Initial Administrator:

ATTN: Marci Chew
 City of Mill Creek
 15728 Main Street
 Mill Creek, WA 98012

Telephone: (425) 921-5709
 Email: marci@cityofmillcreek.com

Bothell's Initial Administrator:

ATTN: Janet Geer
 City of Bothell
 9654 NE 182nd St
 Bothell, WA 98011

Telephone: (425) 486-3256 x 4416
 Email: janet.geer@ci.bothell.wa.us

Monroe's Initial Administrator:

ATTN: Vince Bertrand
 City of Monroe
 806 W Main St
 Monroe, WA 98272
 Telephone: (360) 863-4552
 Email: vbertrand@monroewa.gov

Snohomish's Initial Administrator:

ATTN: Max Selin
 City of Snohomish
 116 Union Avenue
 Snohomish, WA 98290
 Telephone: (360) 568-3115 x 196
 Email: selin@ci.snohomish.wa.us

Mukilteo's Initial Administrator:

ATTN: Challis Stringer
 City of Mukilteo
 11930 Cyrus Way
 Mukilteo, WA 98275
 Telephone: (425) 263-8081
 Email: challis.stringer@ci.mukilteo.wa.us

Edmonds's Initial Administrator:

ATTN: Mike Cawrse
 City of Edmonds
 121 5th Ave N
 Edmonds, WA 98020
 Telephone: (425) 771-0220 x1322
 Email: michael.cawrse@edmondswa.gov

Lynnwood's Initial Administrator:

ATTN: Leah Grassl
 City of Lynnwood
 19100 44th Ave W
 PO Box 5008
 Lynnwood, WA 98046
 Telephone: (425) 670-5217
 Email: lgrassl@ci.lynnwood.wa.us

Brier's Initial Administrator:

ATTN: Nicole Gaudette
 City of Brier
 2901 228th St SW
 Brier, WA 98036
 Telephone: (425) 775-5440
 Email: ngaudette@ci.brier.wa.us

Olympia's Initial Administrator:

ATTN: Patricia Pyle
 City of Olympia
 924 7th Ave SE, Suite A
 PO Box 1967
 Telephone: (360) 570-5841
 Email: ppyle@ci.olympia.wa.us

Tumwater's Initial Administrator:

ATTN: Debbie Smith
 City of Tumwater
 555 Israel Rd SW
 Tumwater, WA 98501
 Telephone: (360) 754-4140
 Email: dmsmith@ci.tumwater.wa.us

Thurston County's Initial Administrator:

ATTN: Chris Maun
 Thurston County
 929 Lakeridge Dr SW
 Bldg. 4 – Rm. 1
 Olympia, WA 98502
 Telephone: (360) 754-3355 x 6377
 Email: maunc@co.thurston.wa.us

Any party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties.

1.3 Condition Precedent to Effectiveness

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been (i) duly executed by Snohomish County and those Participating Entities that elect to participate in this Agreement pursuant to Section 11 below, and (ii) either filed with the Snohomish County Auditor or posted on Snohomish County's Interlocal Agreements website.

2. TERM

The parties intend that this Agreement shall have retroactive effect. The term of this Agreement (the "Term"), shall be deemed to have commenced on January 1, 2014 (the "Commencement Date"), and shall continue through February 29, 2016 (the "Expiration Date"). Notwithstanding anything to the contrary contained elsewhere in this Agreement, however, each party's obligations after December 31, 2014, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with each respective entity's charter, codes, and applicable law.

3. COORDINATION OBLIGATIONS OF SNOHOMISH COUNTY

As required by Task 1 of the Grant Document, Snohomish County shall administer, manage and coordinate all aspects of the Natural Yard Care Public Outreach and Evaluation Program, including but not limited to performing the following types of activities: (i) maintaining financial records for the Natural Yard Care Public Outreach and Evaluation Program; (ii) submitting reimbursement requests to Ecology; (iii) submitting progress reports to Ecology; (iv) distributing to the Participating Entities their respective shares of reimbursement funds received from Ecology pursuant to the Grant Document; (v) using good-faith efforts to establish and maintain open lines of communication with the Participating Entities regarding the implementation of the Natural Yard Care Public Outreach and Evaluation Program; and (vi) performing such other project management activities as may be reasonably necessary or convenient to facilitate the success of the Natural Yard Care Public Outreach and Evaluation Program and further the goals of the Grant Document.

4. EDUCATIONAL PROGRAMS

4.1 General Provisions

Substantially in accordance with Tasks 3 and 4 of the Grant Document, Snohomish County and the Participating Entities shall develop and implement their respective Educational Programs, as described more fully in Sections 4.2 and 4.3 below. The parties may, but need not, elect to collaborate and/or coordinate regarding various elements of their respective Educational Programs. In order to be eligible for receipt of Grant Funds under this Agreement, the Educational Programs shall, at a minimum, involve the work described in Tasks 3 and 4 of the Grant Document, as applicable. As a part of the Educational Programs, Olympia intends to create certain instructional videos that demonstrate the yard care BMPs at issue (the "Instructional Videos"). Olympia shall make the Instructional Videos available for use by all of the parties to this Agreement. The parties intend that the Instructional Videos will be posted online where members of the public shall have free access to same. Olympia shall be reimbursed from the Grant Funds for all eligible costs and expenses in connection with creating the Instructional Videos, up to a maximum amount of Three Thousand Two Hundred and No/100 Dollars (\$3,200.00). Reimbursement from the Grant Funds shall be handled pursuant to the procedures described in Section 4.4 below.

4.2 Task 3 - Classroom Lecture Educational Program

Snohomish County, Arlington, Marysville, Granite Falls, Everett, Mill Creek, Bothell, Monroe, Snohomish, Mukilteo, Edmonds, Lynnwood, Brier and Mountlake Terrace (together, the "Classroom Lecture Entities") shall develop and implement as their Educational Programs the Classroom Lecture Educational Program described as Task 3 of the Grant Document. The Classroom Lecture Entities shall collectively invite approximately fifty-one thousand four hundred thirty (51,430) total households to participate in the Classroom Lecture Educational Program. The distribution of the invitations among the Classroom Lecture Entities shall be as described on Exhibit B to this Agreement. However, if any one or more of the Classroom Lecture Entities listed on Exhibit B elects not to participate in this Agreement pursuant to Section 11 below, then the number of household invitations allocated to that jurisdiction by Exhibit B shall instead be allocated to unincorporated Snohomish County.

While each of the Classroom Lecture Entities shall invite households from within its respective jurisdictional boundaries to participate in the Classroom Lecture Educational Program, the Classroom Lecture Entities intend for Snohomish County to perform the principal work of designing and implementing the Classroom Lecture Educational Program. Snohomish County shall be responsible for designing the curriculum, creating educational materials, renting space, and incurring any and all other external costs and expenses associated with developing and presenting the Classroom Lecture Educational Program to the participating households. Snohomish County shall be reimbursed from the Grant Funds for all eligible costs Snohomish County incurs in connection with the Classroom Lecture Educational Program, up to a maximum reimbursement amount of Ninety Thousand and No/100 Dollars (\$90,000.00). The other Classroom Lecture Entities agree to reasonably

cooperate and coordinate with Snohomish County in creating and implementing the Classroom Lecture Educational Program, which cooperation may include the contribution of minor amounts of in-kind resources such as staff time. Such in-kind resources shall not be eligible for reimbursement, but shall instead be borne by the contributing entity(ies).

4.3 Task 4 - Backyard Demonstration Educational Program

Olympia, Tumwater and Thurston County (together, the "Backyard Demonstration Entities") shall develop and implement as their Educational Programs the Backyard Demonstration Educational Program described as Task 4 of the Grant Document. The Backyard Demonstration Educational Program shall be presented to approximately Three Hundred Ninety-Five (395) households. The distribution of households among the Backyard Demonstration Entities shall be as described on Exhibit C to this Agreement.

The Backyard Demonstration Entities shall divide the work of developing, creating and presenting the Backyard Demonstration Educational Program among themselves as they see fit. Except for the costs of creating the Instructional Videos described in Section 4.1 above, Olympia shall bear all of its own costs incurred in connection with the Backyard Demonstration Educational Program, using funds from its NEP Grant. Tumwater shall be reimbursed from the Grant Funds for all eligible costs Tumwater incurs in connection with the Backyard Demonstration Educational Program, up to a maximum reimbursement amount of Eighteen Thousand Six Hundred Seventy-Eight and No/100 Dollars (\$18,678.00). Thurston County shall be reimbursed from the Grant Funds for all eligible costs Thurston County incurs in connection with the Backyard Demonstration Educational Program, up to a maximum reimbursement amount of Fifty-Two Thousand Nine Hundred Twenty-Two and No/100 Dollars (\$52,922.00). Reimbursement from the Grant Funds shall be handled pursuant to the procedures described in Section 4.4 below.

4.4 Reimbursement Procedures

Snohomish County shall be responsible for requesting from Ecology reimbursement from the Grant Funds of all eligible costs associated with the Educational Programs. Each party to this Agreement shall keep accurate records of the reimbursable costs it incurs (if any) in developing and implementing its Educational Program. At least quarterly, but no more frequently than monthly, during the Term, each of the Participating Entities shall submit to Snohomish County a request for reimbursement for the reasonable costs it has actually incurred in connection with its Educational Program during the preceding quarter or calendar month, as applicable. Each such request shall be in a format acceptable to Ecology and shall include adequate documentation of the expenses listed, as may be required by Ecology and the Grant Document. Should Snohomish County request additional information regarding any of the expenses listed, the Participating Entity shall promptly provide same. Snohomish County shall submit requests for reimbursement to Ecology as and when provided in the Grant Document. Once Snohomish County has received Grant Funds from Ecology, Snohomish County shall promptly disburse same to the appropriate parties.

5. EFFECTIVENESS ASSESSMENT

5.1 Performance of Effectiveness Assessment

Substantially in accordance with Task 2 of the Grant Document, Snohomish County shall, by separate agreement, engage a qualified consultant (the "Consultant") to perform the Effectiveness Assessment. As stated in Recital I, the parties anticipate there will be four distinct phases of the Effectiveness Assessment. Phase 1 of the Effectiveness Assessment shall occur prior to the Educational Programs and may involve gathering baseline data from relevant reference groups and/or pre-workshop data from the persons who will participate in the Educational Programs. Phase 2 of the Effectiveness Assessment will occur contemporaneously with and/or immediately upon the conclusion of the Educational Programs and may involve gathering data from the participants in the Educational Programs. Phase 3 of the Effectiveness Assessment will occur approximately six (6) months after the conclusion of the Educational Programs and may involve gathering baseline data from relevant reference groups and/or post-workshop data from the persons who participated in the Educational Programs. Phase 4 of the Effectiveness Assessment will occur as soon as all relevant data has been collected and may involve performing empirical and/or statistical analysis of said data and creating the final report. Each party to this Agreement agrees to cooperate with the Consultant to provide all information and data reasonably requested by the Consultant in connection with all phases of the Effectiveness Assessment. The parties anticipate the Consultant will deliver the final Effectiveness Assessment to Snohomish County within eight (8) months after the last Educational Program has concluded. Promptly after receiving the Effectiveness Assessment, Snohomish County shall provide copies of same to each of the Participating Entities.

5.2 Funding for Phase 1 and Phase 2 of the Effectiveness Assessment

The Consultant shall bill Snohomish County directly for performing Phase 1 and Phase 2 of the Effectiveness Assessment, pursuant to Snohomish County's separate agreement with the Consultant. Snohomish County shall pay the Consultant's invoices as and when the same become due and owing. Snohomish County shall be reimbursed from the Grant Funds for all eligible costs Snohomish County incurs in connection with Phase 1 and Phase 2 of the Effectiveness Assessment, up to the maximum amount allowed by the Grant Document. Should any party incur costs other than the Consultant fees in connection with Phase 1 and Phase 2 of the Effectiveness Assessment, such party shall bear said costs itself.

5.3 Funding For Phase 3 and Phase 4 of the Effectiveness Assessment

No Grant Funds are available to fund any portion of the costs of Phase 3 or Phase 4 of the Effectiveness Assessment. Instead, all costs of Phase 3 and Phase 4 of the Effectiveness Assessment shall be paid for by Snohomish County and the Participating Entities according to their respective shares of said costs, as described in this Section 5.3. The Consultant shall bill Snohomish County directly for performing Phase 3 and Phase 4 of the Effectiveness Assessment, pursuant to Snohomish County's separate agreement with the Consultant. Snohomish County shall pay the Consultant's invoices as and when the same become due

and owing. With respect to each invoice from the Consultant, Snohomish County shall determine the share of the Consultant's invoice that is allocable to each Participating Entity pursuant to the methodology described in sub-sections (a) and (b) below. Snohomish County shall invoice each Participating Entity for the appropriate amount, which invoice shall include adequate documentation of the expenses incurred. Within sixty (60) days of receiving an invoice from Snohomish County pursuant to this Section 5.3, each Participating Entity shall remit to Snohomish County the amount requested. Should any party incur costs other than the Consultant fees in connection with Phase 3 and Phase 4 of the Effectiveness Assessment, such party shall bear said costs itself.

(a) Amounts Allocable to Classroom Lecture Entities

The Classroom Lecture Entities shall be collectively responsible for forty-six and twenty-two hundredths percent (46.22%) of the total costs of the Phase 3 and Phase 4 of the Effectiveness Assessment, subject to a maximum total aggregated amount of Fifty Thousand Twenty-Five and No/100 Dollars (\$50,025.00). Each of the Classroom Lecture Entities shall be responsible for its own proportionate share of such costs. Each party's proportionate share shall be determined by multiplying the total costs at issue by a fraction, the numerator of which is the number of households within that party's jurisdictional borders that were invited to participate in the Classroom Lecture Educational Program, and the denominator of which is equal to the total number of households invited to participate in the Classroom Lecture Educational Program. For ease of reference, a chart showing each jurisdiction's proportionate share and the maximum cost that could be allocated to each of the individual Classroom Lecture Entities is set forth in Exhibit B to this Agreement.

(b) Amounts Allocable to Backyard Demonstration Entities

The Backyard Demonstration Entities shall be collectively responsible for fifty-three and seventy-eight hundredths percent (53.78%) of the total costs of the Phase 3 and Phase 4 of the Effectiveness Assessment, subject to a maximum total aggregated amount of Fifty-Eight Thousand Two Hundred and No/100 Dollars (\$58,200.00). As among the Backyard Demonstration Entities, the costs of Phase 3 and Phase 4 of the Effectiveness Assessment shall be divided as described in this Section 5.3(b). Because Olympia's participation in this Agreement is being funded by Olympia's NEP Grant, Olympia has agreed to bear seventy-two and seventeen hundredths percent (72.17%) of the costs attributable to the Backyard Demonstration Entities. The remaining twenty-seven and eighty-three hundredths percent (27.83%) of the Phase 3 and Phase 4 Effectiveness Assessment costs that are allocable to the Backyard Demonstration Entities shall be divided among the remaining Backyard Demonstration Entities in the following proportions: (i) Tumwater shall be responsible for seven and twenty-six hundredths percent (7.26%) of such costs; and (ii) Thurston County shall be responsible for twenty and fifty-seven hundredths percent (20.57%) of such costs. For ease of reference, a chart showing the Backyard Demonstration Entities respective shares and maximum costs for the Phase 3 and Phase 4 Effectiveness Assessment is set forth in Exhibit C to this Agreement.

6. COVENANT TO COOPERATE

Snohomish County and each of the Participating Entities hereby covenants to the other parties to this Agreement that it shall use good-faith efforts to cooperate with the other parties in implementing the intent and furthering the goals of this Agreement.

7. COMPLIANCE WITH LAWS

The County and the Participating Entities shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

8. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold every other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other parties may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or Default (as such term is defined in Section 9.1 below) of the indemnifying party under this Agreement. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

9. DEFAULT AND REMEDIES

9.1 Default

If any party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party or parties to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

9.2 Remedies; Attorneys' Fees

In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 9.1 above, the party or parties to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or in equity. In any action between any of the parties hereto seeking the enforcement of any of the terms or provisions of this Agreement, the prevailing party or parties in such action shall be awarded, in addition to damages, injunctive or other relief, their reasonable costs and expenses, including, without limitation, reasonable attorneys' fees.

10. NOTICES

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to another party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, (iii) by personal delivery, or (iv) by facsimile (with proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

11. PARTIES

The parties anticipate that certain Participating Entities listed in the preamble to this Agreement may decide not to enter into this Agreement. In anticipation of that potential eventuality, the parties agree that the parties to this Agreement shall be Snohomish County and those Participating Entities that execute this Agreement before 5:00 p.m. on August 1, 2014. The failure of any Participating Entity named in the preamble to this Agreement to execute this Agreement before 5:00 p.m. on August 1, 2014, shall have no effect on the binding nature of this Agreement as among those parties who do execute this agreement before 5:00 p.m. on August 1, 2014.

12. MISCELLANEOUS

12.1 Entire Agreement

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

12.2 Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

12.3 Interpretation

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for

convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

12.4 Severability

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

12.5 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

12.6 Assignment

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

12.7 Warranty of Authority

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

12.8 No Joint Venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

12.9 Exhibits

The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

- EXHIBIT A - Grant Document
- EXHIBIT B - Classroom Lecture Educational Program
- EXHIBIT C - Backyard Demonstration Educational Program

12.10 Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

SNOHOMISH COUNTY:

ARLINGTON:

Snohomish County, a political subdivision of the State of Washington

The City of Arlington, a Washington municipal corporation

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

MARYSVILLE:

GRANITE FALLS:

The City of Marysville, a Washington municipal corporation

The City of Granite Falls, a Washington municipal corporation

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

[Additional signatures on following page.]

MOUNTLAKE TERRACE:

The City of Mountlake Terrace, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

EVERETT:

The City of Everett, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

MILL CREEK:

The City of Mill Creek, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

BOTHELL:

The City of Bothell, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

[Additional signatures on following page.]

MONROE:

The City of Monroe, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

SNOHOMISH:

The City of Snohomish, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

MUKILTEO:

The City of Mukilteo, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

EDMONDS:

The City of Edmonds, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

[Additional signatures on following page.]

LYNNWOOD:

The City of Lynnwood, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

BRIER:

The City of Brier, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

OLYMPIA:

The City of Olympia, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

TUMWATER:

The City of Tumwater, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

[Additional signatures on following page.]

THURSTON COUNTY:

Thurston County, a political subdivision of
the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

Deputy Prosecuting Attorney

[The remainder of this page is intentionally left blank.]

**EXHIBIT A
Grant Document**

[See Attached.]

EXHIBIT B
Classroom Lecture Educational Program

Households to Invite to Workshops & Maximum 2015 Contributions			
Entity	Number of Households Invited <small>(\$0.9727/hh invited)</small>	Percentage of Total Households Invited	Maximum Phase 3 & 4 Effectiveness Assessment Contribution
City of Arlington	1,352	2.63%	\$1,315
City of Marysville	5,002	9.73%	\$4,865
City of Granite Falls	921	1.79%	\$896
City of Everett	5,060	9.84%	\$4,922
City of Mill Creek	996	1.94%	\$969
City of Bothell	919	1.79%	\$894
City of Monroe	3,431	6.67%	\$3,337
City of Snohomish	2,238	4.35%	\$2,177
City of Mukilteo	1,798	3.50%	\$1,749
City of Edmonds	3,975	7.73%	\$3,866
City of Lynnwood	2,755	5.36%	\$2,680
City of Brier	853	1.66%	\$830
City of Mountlake Terrace	1,919	3.73%	\$1,867
Total households invited from Classroom Lecture cities	31,219	60.70%	
Total maximum contribution to Phase 3 & 4 of Effectiveness Assessment from Classroom Lecture cities		60.70%	\$30,367
SnoCo-Arlington UGA	276	0.54%	\$268
SnoCo-Seven Lakes	524	1.02%	\$510
SnoCo-Marysville UGA	533	1.04%	\$518
SnoCo-Granite Falls UGA	1,119	2.18%	\$1,088
SnoCo-Lake Stevens UGA	2,547	4.95%	\$2,477
SnoCo-Everett UGA	2,202	4.28%	\$2,142
SnoCo-Gap 2	876	1.70%	\$852
SnoCo-Mill Creek UGA	2,190	4.26%	\$2,130
SnoCo-South County	732	1.42%	\$712
SnoCo-Gap 1	1,075	2.09%	\$1,046
SnoCo-Bothell UGA	1,588	3.09%	\$1,545
SnoCo-Monroe UGA	984	1.91%	\$957
SnoCo-Snohomish UGA	969	1.88%	\$943

SnoCo-Mukilteo UGA	1,024	1.99%	\$996
SnoCo-Edmonds UGA	409	0.80%	\$398
SnoCo-Gap 3	830	1.61%	\$807
SnoCo-Lynnwood UGA	1,743	3.39%	\$1,695
SnoCo-Brier UGA	581	1.13%	\$565
SnoCo-MLT UGA	9	0.02%	\$9
Total households invited to Classroom Lectures from Snohomish County	20,211	39.30%	
Total maximum contribution to Phase 3 & 4 of Effectiveness Assessment from Snohomish County (Classroom Lecture)		39.30%	\$19,658

EXHIBIT C
Backyard Demonstration Educational Program

Number of Participants at Workshops & Maximum 2015 Contributions			
Entity	Number of Participants	Percentage of Total Contributions for Backyard Demonstration Ed Program	Maximum Phase 3 & 4 Effectiveness Assessment Contribution
City of Tumwater	30	7.26%	\$4,226.09
Thurston County	85	20.57%	\$11,973.91
Total participating households (not including Olympia)	115		
Total maximum contribution to Phase 3 & 4 Effectiveness Assessment from Backyard Demonstration Entities other than Olympia		27.83%	\$16,200
City of Olympia	280	72.17%	\$42,000
Total maximum contribution to Phase 3 & 4 Effectiveness Assessment from Backyard Demonstration Entities			\$58,200

Index #11

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 4/14/2014

AGENDA ITEM: Snohomish County Interlocal Agreement For Equipment Maintenance and Repair Services	
PREPARED BY: Adam Benton, Fleet & Facilities Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Fleet	
ATTACHMENTS: Interlocal Agreement	
BUDGET CODE: TBD	AMOUNT: As Needed

SUMMARY:

This agreement makes available to the City, equipment maintenance and/or repair services performed by Snohomish County, or under contracts entered into by the County, pursuant to the authority contained in RCW 39.34.080 and chapter 36.33A RCW.

The cost for each work order shall not exceed \$500.00 without consultation by the County with the City. Furthermore, if repair costs are estimated to exceed the original estimate by over \$100.00 the County will contact the agency for permission to proceed.

This agreement shall govern services through December 31, 2018, with the option for one additional five year extension.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Snohomish County Interlocal Agreement For Equipment Maintenance and Repair Services.

Snohomish County
Department of Public Works
Fleet Management Division
3402 McDougall Avenue
Everett, WA 98201

INTERLOCAL AGREEMENT FOR EQUIPMENT MAINTENANCE AND REPAIR SERVICE

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter referred to as the "County"), and the City of Marysville, a municipal corporation of the State of Washington (hereinafter referred to as the "Agency"). In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. Purpose and Scope of Services. The purpose of this Agreement is to make available to the Agency equipment maintenance/repair service performed by the County, or under contracts entered into by the County, pursuant to the authority contained in RCW 39.34.080 and chapter 36.33A RCW. The County shall provide mechanical maintenance/repair service for vehicles/construction equipment owned by the Agency as listed in Exhibit "A", which is attached hereto and incorporated herein by this reference. Additional Agency equipment may be repaired by the County as agreed in writing by the Administrators of this Agreement identified below.
2. Scheduling Work. Whenever the Agency desires to use the County services to undertake routine maintenance or repair of Agency vehicles, the Agency shall notify the County's Everett Shop Supervisor or Communication Repair Technician for scheduling the work. To the extent the Agency vehicles are in need of scheduled maintenance or unscheduled repair, such maintenance and/or repair will be provided on an "as needed" basis at the County's Shop Supervisor's discretion with emergent repairs being undertaken as soon as reasonably possible.
3. Transportation. The Agency shall provide for transportation of vehicles/construction equipment to and from the County service location. In situations where the vehicle/equipment is inoperative, the County's Shop Supervisor will determine whether the vehicle/equipment shall be towed to the County location or repaired at the Agency location.
4. Maximum Cost For Repairs--Extent of Work. The cost for each repair work order shall not exceed Five Hundred and no/100 Dollars (\$500.00) without consultation by the County with the Agency. The Agency Administrator, named below, will advise the County whether or not to proceed with specified repairs identified for particular vehicle/equipment when charges exceed the above amount. Equipment

repair estimates provided by the County are exactly that, estimates; if repair costs are estimated to exceed the original estimate provided by over \$100, the County will contact the Agency for permission to proceed with repairs.

5. Standard Specifications and Preventive Maintenance Schedule. Whenever the County has standard specifications in place for supplies or services requested by the Agency, the County shall use such specification in replacing parts and/or performing services requested. The County's Preventive Maintenance schedule shall be used for Agency equipment.
6. Service Location. Services on Agency vehicles shall be performed at the County's Everett location unless specific circumstances warrant the use of other necessary locations.
7. Wage Requirements. The County shall conduct the service in compliance with County wage requirements. Rates may vary in years subsequent to the initial year of this Agreement based upon the actual cost to the County and as provided in a written annual letter of notification to the Agency issued pursuant to subsection 7.1.d. of this Agreement.

7.1. Compensation. Compensation for services rendered during the initial and extension terms of this Agreement shall be based on rates approved annually through the Snohomish County Council budget process and formally distributed by December 1st of the calendar year.

a. County inventory parts shall be supplied at cost + 40% for services provided in calendar year 2014 to 2018, and, if applicable, any extended term.

b. During calendar year 2014, County labor shall be provided at a cost of Ninety Seven and 50/100 Dollars (\$97.50) per hour for passenger car/light-duty vehicle repair services provided in calendar years 2014 to 2018; One Hundred Seventeen and 50/100 Dollars (\$117.50) per hour for heavy truck and equipment repair services provided in calendar years 2014 to 2018; Ninety Seven and 50/100 Dollars (\$97.50) per hour for radio and radar repair services provided in calendar years 2014 to 2018; and Sixty and 00/100 Dollars (\$60.00) per hour for small power equipment repair provided in calendar years 2014 to 2018. Overtime labor shall be provided at 1.5 times the appropriate hourly rate. Equipment categories are further defined as follows:

- "Small Power Equipment" = small gasoline or diesel powered equipment; portable equipment such as chainsaws, weed-eaters, backpack blowers, water pumps, generators, and lawn mowers. This class would typically include small garden tractors and riding lawn mowers.
- "Light Equipment" = Automotive/Light Duty – Passenger cars, police cars and pickup trucks up to 1-ton category (Ford F350 equivalent).

- “Heavy Equipment” = Trucks above 1-ton category (F450 equivalent and above) and including dump trucks, vactor trucks, street sweepers, backhoes, aerial lift “bucket” trucks, road graders, snow removal equipment, and other municipal heavy equipment, usually diesel powered.

c. Vendor repairs shall be provided at County cost plus labor for transporting to and from vendor at the light equipment County labor rate, and direct purchase parts shall be supplied at cost +15%.

d. Rates for years 2015 - 2018, and any extended term, based on rates approved annually through the Snohomish County Council budget process. Snohomish County Fleet Management will submit a letter of notification to the Agency by December 1st of the year preceding the year for which the rates apply, notifying it of any changes in rates of compensation for parts, labor and vendor repair costs. Such new rates shall apply to all work performed for the Agency in the subsequent year.

7.2. Records. The County shall keep reasonably itemized and detailed records covering such costs, including all categories of items listed in this section, and shall render to the Agency at the close of each calendar month an itemized statement covering all categories of items.

7.3. Payment. The Agency shall pay the County for services rendered within thirty (30) days after receipt of the statement.

8. Term/Termination/Extension. This Agreement shall govern services rendered from January 1, 2014, through December 31, 2018 (initial term), PROVIDED, HOWEVER, that the term of this Agreement may be extended for one (1) additional five (5) year term, with mutual agreement of the County and the Agency, FURTHER PROVIDED, HOWEVER, that the County’s obligations after December 31, 2013, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law]. Notwithstanding the above, either party may terminate this Agreement upon giving the other not less than ninety (90) days written notice of the intent to terminate.
9. Indemnification. The Agency 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 or Agency’s performance of this Agreement, including claims by the City’s or Agency’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 Agency, 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 Agency, 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 AGENCY, their officers, employees, and agents, each party's liability hereunder shall be only to the extent of their respective negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes both the County's and the City's or Agency's waiver to each other only, of their respective 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.

10. Insurance. The Agency is a member of a self-insured pool of municipal corporations that has coverage at least equivalent to \$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 maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County agrees to be responsible for Agency vehicles while in the County's care, custody and control.

11. Warranty. The County will repair or replace without additional charge any defective workmanship or parts provided to Agency vehicles under general daily usage by Agency employees for up to ninety (90) days after the date the work order is closed.
12. 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.

AGENCY:
City of Marysville
Attn: City Clerk

COUNTY:
Snohomish County
Fleet Management Division

1049 State Avenue
Marysville, WA. 98270

3402 McDougall Ave.
Everett, WA 98201

13. Administrators. Administrators of this Agreement shall be (i) Snohomish County Fleet Manager; and (ii) City of Marysville Fleet Manager.
14. 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.
15. Independent Contractor. The parties agree and understand that the County is acting hereunder as an independent contractor and 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 Agency. 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.
16. 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.
17. Amendment. This Agreement may only be modified or amended in writing, signed by both parties hereto.

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

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed by their official representatives this ____ day of _____, 2014.

SNOHOMISH COUNTY

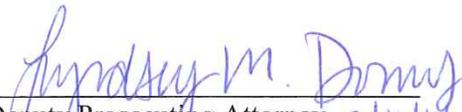
CITY OF MARYSVILLE

By: _____
County Executive or Designee

By: _____
Name/Title: John Nehring, Mayor

Approved As To Form:

ATTEST:


Deputy Prosecuting Attorney 2/11/14

Sandy Langdon, City Clerk

Approved As To Form

Grant K. Weed
City Attorney

**CITY OF MARYSVILLE
FLEET EQUIPMENT LIST**

EXHIBIT A

REVISED 11-21-2013



EQUIPMENT NO.	YEAR/MAKE/MODEL
102	1999 FORD TAURUS
103	2000 JEEP CHEROKEE
104	1989 CHEV S10
107	2002 CHEV VAN CARGO
112	1995 MARK JR-14
115	2001 CHEV TRUCK
205	1985 GMC DUMP TRUCK
212	2001 DODGE RAM 2500
218	2002 FREIGHTLINER DUMP TRUCK
220	2000 DODGE 3/4 TON PU
227	2000 FORD F550 FLATBED DU
228	1986 JOHN DEERE BACKHOE
233	1987 TRAIL KING TRAILER
234	1987 GMC C3500
236	1988 FORD DUMP TRUCK
237	2002 FORD RANGER
238	1989 CHEV S10
242	1991 ROOT SPRG SCRAP RXT.62.91
244	1992 FORD VACTOR
247	1994 PB LOADER EMULSION SPRAYER
248	1993 SNYDER CHEM SPRAYER MO
249	1996 FORD F350
251	1997 FORD P/U
252	1998 FORD DUMP TRUCK
253	1996 FORD MOWER/BOOM
256	1999 TYMCO SWEEPER
308	2001 CHEV MALIBU
332	1995 CHEV P/U
334	2002 GMC SONOMA
336	2002 CHEV BLAZER
337	1996 FORD TAURUS
431	2001 JEEP CHEROKEE
433	1995 FORD F150
435	2001 CHEV MALIBU
436	1995 FORD F150
438	1995 FORD TAURUS
502	2001 DODGE UTILITY BODY
504	1995 CHEV VAN
506	1996 ONAN GENERATOR
508	2001 GMC SONOMA
517	2001 CHEV TRUCK
518	1984 FORD 555A-BACKHOE
525	2001 GMC SONOMA

**CITY OF MARYSVILLE
FLEET EQUIPMENT LIST**

EXHIBIT A

EQUIPMENT NO.	YEAR/MAKE/MODEL
526	2000 FREIGHTLINER DUMP TRUCK
530	2002 CHEV P/U
531	2002 FORD F250
537	2001 GMC SONOMA
538	2000 GMC SONOMA
540	1990 KOMATSU FORKLIFT
544	1990 FORD F800
546	1993 FORD F350
549	1994 EZLOADER TRAILER
551	1995 CASE LOADER
552	1989 STEWART GENERATOR
553	1994 PROFAB 17' BOAT
555	1995 FORD 555D-BACKHOE
556	1996 CHEV VAN
559	1998 TOW TRAILER
560	1998 JAYS VACTOR TRAILER
561	1999 DODGE UTILITY BODY
562	2002 INTERSTATE TRAILER
651	1997 CRANE CARRIER GARBAGE TRUCK
652	2000 CRANE CARRIER GARBAGE TRUCK
803	1996 FORD F250
804	1994 FORD AEROSTAR
805	2002 FORD F350
807	1993 FORD F250
808	2000 DODGE RAM 2500
809	1997 MAZDA P/U
811	1990 MODERN TRAILER
812	1996 GARLAND UTILITY TRAILER
814	2001 FORD TAURUS SW
880	1993 MODERN UTILITY TRAILER
881	1995 U-DUMP TRAILER
888	2000 SPECTRE 4903-TILT TRAILER
910	2002 CHEV ASTRO
914	2001 CHEV C10
915	2001 KENDO TRAILER
920	2001 CHEV MALIBU
921	2001 CHEV MALIBU
922	2001 CHEV MALIBU
925	2002 CHEV BLAZER
930	1988 GMC VAN
949	1996 SMART TRAILER
950	1997 JEEP CHEROKEE
955	2000 FORD CROWN VICTORIA
962	1997 CHEV LUMINA
963	1996 FORD WINDSTAR
964	2002 FORD EXPEDITION

**CITY OF MARYSVILLE
FLEET EQUIPMENT LIST**

EXHIBIT A

EQUIPMENT NO.	YEAR/MAKE/MODEL
965	1999 JEEP CHEROKEE
966	1999 JEEP CHEROKEE
967	1999 JEEP CHEROKEE
A002	2004 DODGE STRATUS
A003	2003 CHEV IMPALA
A004	2005 DODGE STRATUS
A006	2008 DODGE AVENGER
CC01	2004 CUROTTO-CAN CUROTTO-CAN II
CC02	2004 CUROTTO-CAN CUROTTO-CAN II
CC03	2004 CUROTTO-CAN CUROTTO-CAN II
CC04	2004 CUROTTO-CAN CUROTTO-CAN II
F001	2003 B&W RADAR TRAILER
F002	2006 BUTLER TILT-TRLR
F003	2006 EAGLE TRAILER-LNDSCPE
F004	2006 EAGLE TILT-TRLR
F005	2008 PJ TRAILERS POWER TILT-TRLR
F006	2008 OLYMPIC OM6 TILT TRLR
F007	2009 TRAIL-EZE TE401-TILT TRLR
F009	2009 BIG TOW B20T/TILT TRLR
F010	2012 STALKER/SAM RADAR TRAILER
F011	2013 STALKER/SAM RADAR TRAILER
F012	2013 SOLAR TECH.VARIABLE MESSAGE TRAILER
F013	2013 SOLAR TECH.VARIABLE MESSAGE TRAILER
H001	2001 PRO-PAVER 813RT
H002	2004 ELGIN SWEEPER
H003	2005 FREIGHTLINER VACTOR
H004	2004 NEW HOLLAND TRACTOR/MOWER
H005	2004 JOHN DEERE 310SG BACKHOE
H006	2005 PSI M413XT GRADER
H006A	2006 PSI ANGLE BROOM
H007	2007 JOHN DEERE TRACTOR/MOWER
H008	2008 INTERNATIONAL VACTOR
H009	2008 JOHN DEERE 310SJ BACKHOE
H010	2009 KOMATSU PC88MR8 EXCVTOR
H011	2010 NEW HOLLAND TRACTOR/MOWER
H012	2013 INTERNATIONAL/TYMCO 500X SWEEPER
J001	2003 PETERBILT 320S/WASTE TRUCK
J002	2003 CHEV C3500
J003	2003 WORKHORSE STEP VAN
J004	1991 FORD INCIDENT VAN
J005	2004 FORD F450 BUCKET TRK
J006	2005 PETERBILT 320 S/WASTE TRUCK
J007	2005 PETERBILT 320 S/WASTE TRUCK
J008	2005 FORD F350
J009	2005 FORD F350
J010	2006 FORD F450 FLATBED

**CITY OF MARYSVILLE
FLEET EQUIPMENT LIST**

EXHIBIT A

EQUIPMENT NO.	YEAR/MAKE/MODEL
J011	2005 CRANE CARRIER GARBAGE TRUCK
J012	2006 FORD F350
J013	2007 FORD F450
J014	2006 FORD F350
J015	2007 FORD F450 FLATBED
J016	2006 INTERNATIONAL 7400 4X2
J017	1994 FORD F700 ARMORED
J018	2008 INTERNATIONAL 7600-10 YD DUMP
J019	2008 FORD F350
J021	2011 FORD F350 SERVICE BODY TRUCK
J020	2009 INTERNATIONAL 7400-5 YD DUMP
J022	2011 FORD F450 FLATBED
J023	2011 FORD F550 FLATBED DU
J024	2011 PETERBILT 320 GARBAGE TRUCK
J025	2011 PETERBILT 320 GARBAGE TRUCK
J026	2000 FREIGHTLINER FLD112 10-YD DUMP TRUCK
J028	2012 FORD E350 PRISONER TRANSPORT
J029	2004 INTERNATIONAL 5600-10 YD DUMP
M001	2000 MEYER C-8.5 PLOW
M002	2000 AIR-FLO 1.5 YD. SANDER
M003	2002 SWENSON 100-14-54
M005	2000 SULLAIR AIR COMPRESSOR
M007	2004 PB LOADER BC-4/PATCHER
M008	2005 BANDIT CHIPPER200
M009	2005 MARATHON KERA145HD
M009A	2008 VAN AIR VIPER-80
M010	2005 MARATHON CR250K-ROUTER
M011	2001 TRAILER HAUL WT540 TANKER
M012	2005 VIBROMAX 265-ROLLER
M013	2007 AMERICAN/FRINK 3910-POLY PLOW
M014	2007 MONROE MV1688456WASF3
M015	2007 MB COMPANIES M-B 2004T
M016	2008 WELLSCARGO/CUES CW1422-102
M017	2008 MONROE MV1688456WASF3
M018	2008 MONROE MV1208456WASF2
M019	2008 TURBO TECH. ICS-300 SPRAYER
M020	2010 AMERICAN/FRINK 3910-POLY PLOW
M021	2010 MONROE MV1206458WA SANDER
M022	2011 PREMIER SADV200C DEWATERING PUMP TRLR
N923	1989 TOYOTA CAMRY
P102	2003 FORD CROWN VICTORIA
P106	2003 FORD CROWN VICTORIA
P109	2004 FORD CROWN VICTORIA
P110	2004 FORD CROWN VICTORIA
P111	2004 FORD CROWN VICTORIA
P112	2004 FORD CROWN VICTORIA

**CITY OF MARYSVILLE
FLEET EQUIPMENT LIST**

EXHIBIT A

EQUIPMENT NO.	YEAR/MAKE/MODEL
P113	2004 FORD CROWN VICTORIA
P114	2005 FORD CROWN VICTORIA
P115	2005 FORD CROWN VICTORIA
P116	2005 FORD CROWN VICTORIA
P117	2005 FORD CROWN VICTORIA
P119	2006 FORD CROWN VICTORIA K-9
P120	2006 FORD CROWN VICTORIA
P121	2006 FORD CROWN VICTORIA
P122	2006 FORD CROWN VICTORIA
P123	2007 FORD CROWN VICTORIA
P124	2007 FORD CROWN VICTORIA
P125	2007 FORD CROWN VICTORIA
P126	2007 FORD CROWN VICTORIA
P128	2008 FORD CROWN VICTORIA
P129	2008 FORD CROWN VICTORIA
P130	2008 FORD CROWN VICTORIA
P131	2008 FORD CROWN VICTORIA
P133	2008 FORD CROWN VICTORIA
P134	2009 FORD CROWN VICTORIA
P135	2007 FORD CROWN VICTORIA K-9
P136	2006 FORD CROWN VICTORIA
P137	2007 FORD CROWN VICTORIA
P138	2007 FORD CROWN VICTORIA
P139	2007 FORD CROWN VICTORIA
P140	2011 FORD CROWN VICTORIA K-9
P141	2006 FORD CROWN VICTORIA
P142	2007 FORD CROWN VICTORIA
P143	2006 FORD CROWN VICTORIA
P144	2007 FORD CROWN VICTORIA
P145	2013 CHEVROLET CAPRICE
P146	2013 CHEVROLET CAPRICE
P147	2013 CHEVROLET CAPRICE
P148	2013 CHEVROLET CAPRICE
P149	2013 CHEVROLET CAPRICE
P150	2013 CHEVROLET CAPRICE
S001	1993 ACURA INTEGRA
V001	2002 GMC SONOMA
V002	2003 JEEP WRANGLER
V003	2003 JEEP WRANGLER
V004	2004 FORD F150
V005	2004 FORD E350
V006	2003 CHEV TRAILBLAZER
V007	2005 FORD RANGER
V008	2005 FORD RANGER
V009	2005 CHEV P/U
V010	2005 FORD RANGER

**CITY OF MARYSVILLE
FLEET EQUIPMENT LIST**

EXHIBIT A

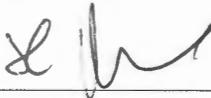
EQUIPMENT NO.	YEAR/MAKE/MODEL
V011	2005 CHEV P/U
V012	2007 CHEV COLORADO
V013	2007 FORD F150
V014	2007 FORD RANGER
V015	2007 FORD RANGER
V016	2007 FORD RANGER
V017	2006 FORD E350 12 PSNGR
V018	2008 CHEV COLORADO
V019	2010 CHEV COLORADO
V020	2010 CHEV COLORADO
V022	2013 FORD F150 PICK-UP
V023	2013 FORD F150 PICK-UP
V024	2013 FORD F150 PICK-UP
W004	2003 TORO PROSTRIPER-8000
W015	2013 KUBOTA ZERO TURN MOWER
W016	2013 KUBOTA ZERO TURN MOWER
WC01	1997 PROFAB BARGE
WC02	2007 PROFAB BARGE

Index #12

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2014

AGENDA ITEM: Supplemental Professional Services Agreement with Murray, Smith & Associates for Professional Engineering Services	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: <ul style="list-style-type: none"> • Professional Services Agreement Supplement No. 2 	
BUDGET CODE: 40220594.563000 W1302	AMOUNT: \$36,192.00

SUMMARY:

In the summer of 2013, the City contracted with Murray, Smith and Associates to perform well capacity pump testing and a raw water blending evaluation of its Highway 9 and Sunnyside well sources – in order to explore and pave the way for potential construction of water treatment facilities at one or both locations. The work described within Supplement 2, as contained herein, represents a logical extension of the work undertaken previously, allowing for:

- pilot testing of the City’s Highway 9 well source in order to establish design parameters for a future treatment facility at that location, and
- a blending analysis to consider potential issues and/or regulatory impacts arising from differences in treated water quality among the Highway 9 Well, Sunnyside Wells, and Everett (JOA) source waters – exploring the short and long-term implications of combining water from these three distinct sources into the City’s municipal water system

As with the Sunnyside Well Treatment Project, scheduled to be under construction this fall, the City can reasonably expect that a new treatment facility at the Highway 9 well source would “pay for itself” within a relatively short period of time – serving to meet future, anticipated demand while *maximizing* reliance on City-owned water sources and simultaneously *reducing* the City’s dependence on costlier water from the City of Everett.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign Professional Services Agreement Supplement No. 2 in the amount of \$36,192.00 with Murray, Smith & Associates, Inc.</p>

**SUPPLEMENTAL AGREEMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MARYSVILLE
AND
MURRAY, SMITH & ASSOCIATES, INC.**

This Supplemental Agreement No. 2 is made and entered into on the _____ day of _____, 2014, between the City of Marysville, hereinafter called the "City" and Murray, Smith & Associates, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the Sunnyside Well Treatment Project, hereinafter called the "Project," said Agreement being dated April 8, 2013; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for a) pilot testing of the City's Highway 9 well source in order to establish design parameters for a future treatment facility at that location; and b) a blending analysis to consider potential issues and/or regulatory impacts arising from differences in treated water quality among the Highway 9 Well, Sunnyside Wells, and other City of Everett source waters; and both parties therefore desire to amend the total amount payable for this Agreement,

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 April 8, 2013 shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A-2, attached hereto and by this reference made part of this Supplemental Agreement No. 2.

PROFESSIONAL SERVICES AGREEMENT - page 1
Supplement No. 2

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY," Paragraph IV.I "PAYMENTS," the second sentence is amended to include the additional Consultant fee of \$36,192.00 and shall read as follows: "...shall the compensation paid to Consultant under this Agreement exceed \$648,363.00 without the written agreement of the Consultant and the City."

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

Original Agreement	\$353,338.00
Supplemental Agreement No.1	\$258,833.00
Supplemental Agreement No.2	<u>\$36,192.00</u>
Grand Total	\$648,363.00

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year first above written.

CITY OF MARYSVILLE

MURRAY, SMITH & ASSOCIATES, INC.

By: _____
Jon Nehring, Mayor

By: Thomas C. Lindberg
Its Principal Engineer
Thomas C. Lindberg

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney



EXHIBIT A-2

**SUPPLEMENT NO. 2
TO
SCOPE OF WORK
FOR
HIGHWAY 9 WELL PILOT TESTING
SUNNYSIDE WELLS TREATMENT FACILITIES
CITY OF MARYSVILLE, WA**

BACKGROUND

This Supplement No. 2 to the Sunnyside Wells Treatment Facilities Design project includes pilot-scale testing for the Highway 9 Well source provided by Murray, Smith & Associates, Inc. (MSA) and subconsultant Confluence Engineering Group, LLC (Confluence) for the City of Marysville (City).

In the Summer of 2013, MSA and Confluence completed well capacity pump testing and a raw water blending evaluation of the Highway 9 Well water with the Sunnyside Well sources. Bench scale testing of the Highway 9 Well water at the time indicated that treatment of the Highway 9 well water may be feasible with similar treatment technology being pursued and designed by MSA for the Sunnyside Wells.

At the City's request, MSA also evaluated three production alternatives for Highway 9 Well source that included the construction of a dedicated treatment facility at the Highway 9 Well site, conveying Highway 9 Well water to the treatment facilities planned at the Sunnyside Wells site, and pursuing a change in the point of withdrawal of the Highway 9 Well water right. The recommendation from the results of the evaluation is to provide treatment at the Highway 9 Well site, with the first step being a pilot study of the Highway 9 well source to determine the appropriate treatment technology.

Upon completion of the pilot study, which forms the basis of design and selection of treatment equipment, the next step would be the preparation of design and construction documents for the Highway 9 Well treatment facility.

Scope of Work

The services defined herein consist of the following major tasks:

- Task 1 - Project Management and Coordination
- Task 2 - Pilot Study
- Task 3 - Blending Evaluation

Task 1 – Project Management and Meetings

Work under this phase includes project management and meetings for the pilot testing tasks. Specific tasks include:

1.1 – Correspondence and Communication with the City

MSA's Project Manager will serve as the primary design team point of contact and will maintain regular communication with the City concerning project issues, schedule, and work products. Electronic records of project decisions will be maintained. Coordination of subconsultant work and communications with permitting/regulatory agencies will be done in an efficient manner that promotes adherence to project schedule.

1.2 – Project Meetings

Two project meetings are anticipated and summarized below:

- Pre-Pilot Testing Kick-off Meeting: MSA and Confluence (by conference call) will attend a kick-off meeting with City staff to coordinate and establish protocol for the pilot testing at Highway 9 Well site.
- Post-Pilot Testing Meeting: MSA and Confluence will attend a meeting with City staff to review the pilot testing results.

City Responsibilities:

1. Host project meetings at the City Public Works Building.
2. Review draft meeting agenda and minutes and provide comment.
3. Participate in meetings with the consultant team to review and discuss project work.
4. Provide consolidated review comments of project deliverables discussed at meetings.

Assumptions:

1. Each meeting is estimated to have a two-hour duration on average.

Deliverables:

1. Monthly invoicing and project status reports.
2. Meeting agendas and minutes.

Task 2 – Pilot Study

In an effort led by Confluence, perform pilot test runs on Highway 9 Well water to determine design criteria for an oxidation and catalytic media treatment process to reduce the levels of iron, manganese, arsenic, and ammonia to meet the City's finished water quality goals.

2.1 – Pilot Scale Testing

This task will include the following:

- **Preliminary Testing.** The following activities will be performed in advance of pilot test runs in order to help develop the pilot test protocol:
 - a. Limited on-site bench-scale testing to confirm that native iron and pH levels are adequate to co-precipitate arsenic and meet the treated water quality goal.
 - b. Perform on-site sample collection and analysis to confirm that the Highway 9 Well water quality is sufficiently close to that measured during the 2013 pumping test, under the well operating conditions selected for this pilot testing.
- **Pilot Testing Protocol.** Develop a pilot testing protocol for Highway 9 Well. Pilot testing will include:
 - a. Side-by-side testing of two media configurations using a two-column, pilot skid for 10 working days. Media configurations are anticipated to include that selected for the Sunnyside treatment facility (base-case) and an alternate configuration tailored toward the higher iron levels of the Highway 9 Well, in an attempt to improve performance.
 - b. Longer-term pilot filter runs to evaluate filter run time, head loss development, and filtered water quality.
- **Pilot Equipment Set Up.** Coordinate with suppliers to obtain the required media and chemicals and with the laboratory for sample analyses that cannot be performed in the field. Mobilize the Confluence pilot testing equipment. Prepare mobile analytical instrumentation and deliver to the site. Pre-condition media.
- **Pilot Testing and Analysis.** Provide an experienced technician to perform the following tasks:
 - a. Conduct on-site operation of the equipment, perform sampling and analysis, collect data, and make process adjustments, as needed.
 - b. Collect samples for laboratory measurement of the concentration of key metals in representative backwash water from each pilot filter.
 - c. Assess finished water disinfection by-product (DBP) formation and confirm longer-term chlorine demand/decay (CDD) characteristics, including progress of the ammonia breakpoint reaction, based upon anticipated water age downstream of the Highway 9 Reservoir and the new reservoir to be constructed at the site, if applicable.
 - d. At the conclusion of testing, demobilize and clean pilot testing equipment and remove from the site.

- **Pilot Testing Technical Memorandum.** Perform data analysis and prepare key tables/graphs to summarize the results and provide recommended design criteria. Prepare a Technical Memorandum to summarize the findings of the pilot-scale testing (approximately 15-pages).

City Responsibilities:

1. Operate Highway 9 Well to provide an adequate supply of representative water quality to facilitate completion of the pilot testing described in the protocol.
2. Identify an appropriate discharge method for blow-off water to allow continuous pilot plant operation for approximately 8 hours each day the pilot plant technician is on site to conduct pilot-scale testing.
3. Provide fittings and appropriate tubing to deliver Highway 9 Well water to the pilot skid.
4. Pay external lab fees.
5. Install temporary fencing to provide adequate protection and security for the pilot equipment, similar to that used for the pilot testing at the Sunnyside wells in the summer of 2013.
6. Assist with coordination and collection of distribution system samples as required.

Assumptions:

1. Pilot-scale testing will be conducted at the Highway 9 Well site.
2. For pilot testing Confluence will provide:
 - a. A raw water inlet assembly with a port to accept water from the Highway 9 Well.
 - b. A pilot skid, including filter columns, chemicals and chemical feed systems, tanks, filter media, consumables, and spare parts.
 - c. Similar portable analytical equipment and meters/probes as used for the pilot testing conducted by Confluence at the Sunnyside wells, along with reagents and glassware for field testing.

Deliverables:

1. Draft and Final Pilot Testing Protocol.
2. Draft and Final Pilot Testing Technical Memorandum.

Task 3 – Blending Evaluation

In an effort led by Confluence, conduct a blending evaluation to determine regulatory impacts and potential issues arising from differences in water quality among the Highway 9 Well, Sunnyside Wells, and other City of Everett source waters. This blending evaluation will consider blending treated Highway 9 Well water with City of Everett water in the 510 Zone and also blending of treated Highway 9 Well, City of Everett, and treated Sunnyside well water in the 360 Zone.

3.1 – Pilot Scale Testing

This task will include the following:

- **Assess Existing Distribution System Water Quality.** Review available data to assess existing water quality in the 360 and 510 Zones.
- **Water Blending Evaluation.** Use spreadsheet water quality models to estimate water quality for blends of Highway 9 Well water and existing water in the 510 Zone, as well as Highway 9 Well, Sunnyside Wells, and existing water in the 360 Zone. Blended water pH, alkalinity, hardness, and key corrosion/precipitation indices will be included. Identify any regulatory or potential customer complaint issues.
- **Prepare Memorandum.** Prepare a Memorandum to summarize the results and include tables to illustrate the anticipated water quality of the blended waters.

City Responsibilities:

1. Provide requested data items in a timely manner.
2. Pay external lab fees.
3. Conduct any required system modeling.

Deliverables:

1. Draft and Final Blending Memorandum.

**EXHIBIT B-2
HIGHWAY 9 WELL PILOT TESTING
CITY OF MARYSVILLE
PROPOSED FEE ESTIMATE**

TASK						ESTIMATED FEES				
	Princ. IV \$198	Engr. VII \$156	Engr. VI \$146	Admin I \$74	Total Hours	MSA Labor	Subs	Sub Markup	MSA Expenses	Total
	TCL	AS	NPH	DAB						
Task 1 - Project Management and Coordination										
1.1 Correspondence/Communication w/City					0	\$ -	\$ 2,752	\$ 275	\$ -	\$ 3,027
1.2 Project Meetings					0	\$ -	\$ 1,084	\$ 108	\$ -	\$ 1,192
Subtotal	0	0	0	0	0	\$ -	\$ 3,836	\$ 384	\$ -	\$ 4,220
Task 2 - Pilot Study										
2.1 Pilot-Scale Testing		2	2		4	\$ 604	\$ 23,000	\$ 2,300	\$ -	\$ 25,904
Subtotal	0	2	2	0	4	\$ 604	\$ 23,000	\$ 2,300	\$ -	\$ 25,904
Task 3 - Blending Evaluation										
3.1 Blending Evaluation		2	2		4	\$ 604	\$ 4,968	\$ 497	\$ -	\$ 6,069
Subtotal	0	2	2	0	4	\$ 604	\$ 4,968	\$ 497	\$ -	\$ 6,069
TOTAL	0	2	2	0	4	\$ 1,208	\$ 31,804	\$ 3,180	\$ -	\$ 36,192

**SUBCONSULTANTS AND EXPENSES
HIGHWAY 9 WELL PILOT TESTING
CITY OF MARYSVILLE
PROPOSED FEE ESTIMATE**

TASK	Subconsultants		MSA Expenses					Total MSA Expenses
	Confluence Water Quality	Total Subs	Mileage & Travel	CAD	Repro, Print, Photos	Postage	Communi cations	
Task 1 - Project Management and Coordination								
1.1 Correspondence/Communication w/City	\$ 2,752	\$ 2,752		\$ -	\$ -	\$ -	\$ -	\$ -
1.2 Project Meetings	\$ 1,084	\$ 1,084	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 3,836	\$ 3,836	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2 - Pilot Study								
2.1 Pilot-Scale Testing	\$ 23,000	\$ 23,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 23,000	\$ 23,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 - Blending Evaluation								
3.1 Blending Evaluation	\$ 4,968	\$ 4,968		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 4,968	\$ 4,968	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 31,804	\$ 31,804	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Index #13

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2014

AGENDA ITEM: INTERLOCAL AGREEMENT BETWEEN THE CITY OF GRANITE FALLS AND THE CITY OF MARYSVILLE FOR OUT DOOR VIDEO SERVICES	AGENDA SECTION:	
PREPARED BY: Jim Ballew	APPROVED BY: J. Ballew	
ATTACHMENTS: Interlocal Agreement		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

The City of Granite Falls has requested Marysville Parks and Recreation Department’s assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Granite Falls is hosting two free events on city owned property. Marysville Parks and Recreation has agreed to provide equipment and staff to present each film at a cost of \$350.00 per event, payable by the City of Granite Falls.

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

The events are scheduled for June 21, July 23 and August 1, 2014

RECOMMENDED ACTION: Staff recommends the City Council authorize the Mayor to sign the attached Interlocal Agreement between the City of Granite Falls and the City of Marysville for Outdoor Video Services.
COUNCIL ACTION:

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GRANITE FALLS,
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective June 1, 2014 between the City of Granite Falls, a Washington municipal corporation, herein after referred to as “GRANITE FALLS” and the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of GRANITE FALLS is the organizer/host jurisdiction of outdoor movie presentations, herein after referred to as “Flicks at the Falls”; specifically but not limited to films selected, provided and licensed by City of GRANITE FALLS and presented on June 21, 2014, and August 1, 2014; and

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

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

WHEREAS, the City of GRANITE FALLS desires to utilize the City of MARYSVILLE’S OUT DOOR VIDEO SERVICES; and

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

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

1. SCOPE OF SERVICES

A. MARYSVILLE agrees to provide OUT DOOR VIDEO SERVICES to GRANITE FALLS as defined in this Agreement. MARYSVILLE’S performance of said services under this Agreement may be limited by the availability of MARYSVILLE’S personnel and equipment. MARYSVILLE will notify the City of GRANITE FALLS at least 48 hours before the event if not able to provide personnel and/ or equipment.

1. MARYSVILLE will provide OUT DOOR VIDEO SERVICES to GRANITE FALLS.

2. MARYSVILLE will provide the video equipment, personnel and vehicles to transport the equipment and personnel to GRANITE FALLS.

MARYSVILLE personnel will operate the video equipment and vehicles.

B. GRANITE FALLS will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The dates for **Flicks at the Falls** will be:

1. Saturday, June 21, 2014
2. Friday, August 1, 2014

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that GRANITE FALLS staff providing services pursuant to this Agreement are acting in their official capacity as employees of GRANITE FALLS and shall be under the exclusive direction and control of GRANITE FALLS.

F. GRANITE FALLS and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. GRANITE FALLS, by this Agreement, and to the extent contained herein, delegates on an as needed, requested basis, to MARYSVILLE the authority to perform on GRANITE FALLS'S behalf those services as provided in this Agreement.

2. COMPENSATION / FEES

A. GRANITE FALLS will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$350 per date for a total of \$700.

B. GRANITE FALLS will pay MARYSVILLE 25% of the event fee in the event GRANITE FALLS cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill GRANITE FALLS monthly and GRANITE FALLS shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

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

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

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

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

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

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

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

5. INSURANCE

A. MARYSVILLE INSURANCE

1. MARYSVILLE shall maintain public liability insurance for the protection of the public. MARYSVILLE is a member and insured through the Washington Cities Insurance Authority (WCIA – pool) and shall maintain its membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from MARYSVILLE to GRANITE FALLS. Reduction or cancellation of the insurance shall render this Agreement void.
3. MARYSVILLE shall provide GRANITE FALLS proof of insurance with either a letter or certificate of insurance from WCIA verifying MARYSVILLE as a member. Proof of insurance shall be approved by GRANITE FALLS prior to MARYSVILLE providing any services under the terms of this Agreement. At the request of GRANITE FALLS, a copy of the policy will be provided.

B. GRANITE FALLS INSURANCE

1. GRANITE FALLS shall maintain public liability insurance for the protection of the public. GRANITE FALLS is a member and insured through the Cities Insurance Association of Washington and shall maintain its membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from GRANITE FALLS to MARYSVILLE. Reduction or cancellation of the insurance shall render this Agreement void.
3. GRANITE FALLS shall provide MARYSVILLE proof of insurance with either a letter or certificate of insurance from Cities Insurance Association of Washington verifying GRANITE FALLS as a member. Proof of insurance shall be approved by MARYSVILLE prior to GRANITE FALLS providing any services under the terms of this Agreement. At the request of MARYSVILLE, a copy of the policy will be provided.

C. GRANITE FALLS insurance shall be considered primary for the purposes of this

agreement.

6. INDEPENDENT CONTRACTOR

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

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

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

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

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

7. LEGAL RELATIONS

A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney' fees incurred in such action.

B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION / TERMINATION / NOTICE / EMERGENCY NOTICE

A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.

B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

C. Notices

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

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of GRANITE FALLS:
206 South Granite Avenue / P.O. Box 1440
Granite Falls, WA 98252

2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:
Name: Jim Ballew, Parks Director Phone Numbers: 425-754-4021

GRANITE FALLS:
Name: A City of Granite Falls official or employee to be named.

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

9. WAIVER

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

10. ENTIRE AGREEMENT

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

11. PRIVILEGES AND IMMUNITIES

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

the performance of any of their authorized functions and duties within GRANITE FALLS under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

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

13. SEVERABILITY

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

14. APPROVAL AND FILING

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

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

CITY OF MARYSVILLE

CITY OF GRANITE FALLS

JON NEHRING, Mayor

JOSHUA GOLSTON, Mayor

Date:

Date:

Attest

Attest:

SANDY LANGDON, City Clerk
Approved as to form:

DARLA REESE, CMC
Approved as to form:

GRANT K. WEED, WSBA 11243
Attorney for the City of MARYSVILLE

Thomas H. Graafstra, City Attorney
Attorney for City of GRANITE FALLS

Index #15

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 4/14/2014

AGENDA ITEM: Approval of Special Event Permit Application; Marysville Arts Coalition	
PREPARED BY: Carol Mulligan DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Copy of Special Event Permit Application 2. Certificate of Liability Insurance Naming the City as Co-Insured. 3. Copy of Special Occasion License issued by the WSLCB. 4. MMC 5.46.	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Marysville Arts Coalition has submitted an application to obtain a special event permit to hold an art show and sale at 1410 Grove Street (previously Dunn Lumber) on Friday, April 25, 2014 and Saturday, April 26, 2014. Additionally, they are proposing to include wine tasting as part of this event and have obtained a Special Occasion License as required by the Washington State Liquor Control Board. The applicant is not requesting any city assistance and will submit a floor plan of the proposed event layout for Building and Fire Departments approval prior to permit issuance.

The Community Development Staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

RECOMMENDED ACTION: The Community Development Staff recommends City Council approve the application for the Marysville Arts Coalition to conduct a special event as described above from April 25 - 26, 2014.



SPECIAL EVENT PERMIT APPLICATION

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

Received

MAR 28 2014

City of Marysville
Community Development

FOR AGENCY USE	Date: 3-28-14	File: BUS14-0060	Fee: \$100.00
NAME OF EVENT		PROPOSED DATES	
It's Raining Art		April 25-26, 2014	
APPLICANT		SPONSORING NON-PROFIT	EVENT ORGANIZER
Name	Marysville Arts Coalition		Becky Randall
Mailing Address	P.O. Box 1713		8015-135 th Pl. NW
City, State, ZIP	Marysville, WA 98270		Tulalip, WA 98271
Phone (home/office)	(360) 659-1100		
Phone (cell)	(425) 308-4176		
E-mail	beckyejo@msn.com		
SITE INFORMATION			
Set-up data/time	APR. 24, 2-6pm	Dismantling Date/time	APR. 26 4-6pm
Estimated number of participants	20 vendors 400+ visitors	Will admission fee be charged? (please note amount)	NO
Hours of operation	NO		
Will alcohol be served at event? (if yes please explain)	Yes. We have a special occasion license from WSLCB. Willis Hall Winery will pour "tastes" & full bottles avail. for sale.		
Type of activity planned (Describe event)	Art show - vendor booths, live music, craft activities, raffle		
Location to be used (Describe area to be used, attach map/route plan)	1410 Grove St. (Red Curtain Arts Center) Totally indoor event - using private property parking.		
Detailed Description of Proposed Activities	Customers browse/buy artwork for sale by local artists -		
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	NO		

City of Marysville - Special Event Permit Application



CERTIFICATE OF LIABILITY INSURANCE

DATE
03/27/2014

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone (530) 477-6521, Email info@theeventhelper.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Marysville Arts Coalition 1410 Grove Street Marysville, WA 98270	<table border="1" style="width: 100%;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A: Lloyds Syndicate 2623</td> <td>AA-1128623 82%</td> </tr> <tr> <td>INSURER B: Lloyds Syndicate 623</td> <td>AA-1126623 18%</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds Syndicate 2623	AA-1128623 82%	INSURER B: Lloyds Syndicate 623	AA-1126623 18%	INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Host Liquor Liability</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> <u>Retail Liquor Liability</u>	EH-771310-637140 EH-771310-637140	04/25/2014 04/25/2014	04/27/2014 04/27/2014	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED DEDUCTIBLE \$ 1,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each Occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STAT. LIM. <input type="checkbox"/> OTH. \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

RECEIVED

MAR 28 2014

CITY OF MARYSVILLE
PUBLIC WORKS &
COMMUNITY DEVELOPMENT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.

CERTIFICATE HOLDER City of Marysville 1049 State Ave. Marysville, WA 98270	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Will Maddux</i>
--	---

POLICY NUMBER: EH-771310-637140

COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Marysville 1049 State Ave. Marysville, WA 98270
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**Washington State Liquor Control Board
Olympia, Washington**

SPECIAL OCCASION LICENSE

Special Occasion Number: 2364

License Number: 094612

**RED CURTAIN FOUNDATION FOR THE ARTS
1410 GROVE ST
MARYSVILLE WA 98270**

is hereby licensed to sell beer, wine and spirituous liquor to be consumed only at the location, date(s), and time(s) listed below.

RED CURTAIN ARTS CENTER - 1410 GROVE ST, MARYSVILLE

APRIL 25, 2014 4 PM TO 8 PM • APRIL 26, 2014 12 NOON TO 4 PM

in accordance with and subject to the provisions of the Washington State Liquor Control Act and the rules and regulations of the Washington State Liquor Control Board.

Sales, service and consumption is confined only to the designated location(s)

The sale or service to, or consumption by persons under the age of 21 years is expressly prohibited.

The award, sale or gift of beer, wine or spirituous liquor for consumption outside the designated location(s) is expressly prohibited.

The sale of beer/wine/spirits for off-premises consumption is to be governed by WAC 314-16-230 (copy enclosed).

If you have any questions, please contact April Cotton at (360) 664-1610 or your local liquor agent at (360) 848-5135.

Dated in Olympia, Washington on Wednesday, March 19, 2014.

RECEIVED

MAR 28 2014

**CITY OF MARYSVILLE
PUBLIC WORKS &
COMMUNITY DEVELOPMENT**

Sharon Foster

Chairman

Chapter 5.46 SPECIAL EVENTS

Sections:

- 5.46.010 Definitions.
- 5.46.020 Special event permit required.
- 5.46.025 Exceptions to special event permit requirement.
- 5.46.030 Permit application.
- 5.46.040 Approval.
- 5.46.050 Fees.
- 5.46.060 Departmental analysis.
- 5.46.070 Insurance required.
- 5.46.080 Denial of permit.
- 5.46.090 Appeal.
- 5.46.100 Sanitation.
- 5.46.110 Revocation of special event permit.
- 5.46.120 Cost recovery for unlawful special event.
- 5.46.130 Expressive activity special event.
- 5.46.140 Penalties for violation.

5.46.010 Definitions.

Terms used in this chapter shall have the following meanings:

- (1) "Demonstration" means a public display of group opinion as by a rally or march, the principal purpose of which is expressive activity.
- (2) "Event organizer" means any person who conducts, manages, promotes, organizes, aids, or solicits attendance at a special event.
- (3) "Event management company" means an entity with expertise in managing special events.
- (4) "Expressive activity" includes conduct for which the sole or principal object is expression, dissemination, or communication by verbal, visual, literary, or auditory means of political or religious opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sports events, including marathons, fundraising events, or events the principal purpose of which is entertainment.
- (5) "Gross revenues" means the sum of all revenues received by an event organizer for a special event including, but not limited to, cash receipts, licensing, sponsorships, television, advertising and similar revenues, and concessions.
- (6) "March" means an organized walk or event whose principal purpose is expressive activity in service of a public cause.

(7) "Noncommercial special event" means any special event organized and conducted by a person or entity that qualifies as a tax-exempt nonprofit organization, or a special event whose principal purpose is expressive activity.

(8) "Rally" means a gathering whose principal purpose is expressive activity, especially one intended to inspire enthusiasm for a cause.

(9) "Sidewalk" means that portion of a right-of-way, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

(10) "Sign" means any sign, pennant, flag, banner, inflatable display, or other attention-seeking device.

(11) "Special event" means any fair, show, parade, run/walk, festival, or other publicly attended entertainment or celebration which is to be held in whole or in part upon publicly owned property or public rights-of-way, or if held wholly upon private property, will nevertheless affect or impact the ordinary and normal use by the general public or public rights-of-way within the vicinity of such event.

(12) "Special event permit" means a permit issued under this chapter.

(13) "Special permit venue" means that area for which a special event permit has been issued.

(14) "Street" means any place that is publicly maintained and open to use of the public for purposes of vehicular traffic, including highways.

(15) "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special event permit.

(16) "Vendor" means any person who sells or offers to sell any goods, food, or beverages within a special event venue. (Ord. 2901 § 1, 2012).

5.46.020 Special event permit required.

Except as provided elsewhere in this chapter, any person or entity who conducts, promotes, or manages a special event shall first obtain a special event permit from the city of Marysville. (Ord. 2901 § 1, 2012).

5.46.025 Exceptions to special event permit requirement.

(1) Although not required to be issued a special event permit, an event organizer of an activity exempted from this chapter is required to comply with all local, state and federal laws and regulations governing public safety or health.

(2) The following activities are exempt from obtaining a special event permit:

- (a) Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Marysville. An internal review process will be conducted for these events;

- (b) Private events held entirely on private property that do not involve the use of or have an impact on public property or facilities and that do not require the provision of city public safety services;
- (c) Funeral and wedding processions on private properties;
- (d) Groups required by law to be so assembled;
- (e) Gatherings of 100 or fewer people in a city park, unless merchandise or services are offered for sale or trade to the public, in which case a special event permit is required;
- (f) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, anniversary sales, or single event (one day only) concession stands;
- (g) Garage sales, rummage sales, lemonade stands, and car washes;
- (h) Activities conducted by a governmental agency acting within the scope of its authority;
- (i) Lawful picketing on sidewalks;
- (j) Block parties located entirely on private property when not requesting a street closure, and not inviting others from outside the neighborhood;
- (k) Annual Strawberry Festival which is governed by Chapter 5.48 MMC; and
- (l) Other similar events and activities which do not directly affect or use city services or property. (Ord. 2901 § 1, 2012).

5.46.030 Permit application.

- (1) An application for a special event permit can be obtained at the office of the community development director and will be completed and submitted to the community development director and/or designee no later than 60 days prior to the proposed event. A completed application does not constitute approval of the permit.
- (2) A waiver of application deadline shall be granted upon a showing of good cause or at the discretion of the community development director and/or designee. The community development director and/or designee shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other city services for the event. Good cause can be demonstrated by the applicant showing that the circumstances that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of expressive activity.
- (3) The following information shall be provided on the special event permit application:
 - (a) The name, address, fax, cell, day of event contact number, email address, and office telephone number of the applicant;
 - (b) A certification that the applicant will be financially responsible for any city fees or costs that may be imposed for the special event;

(c) The name, address, fax, cell, email address and telephone number of the event organizer, if any, and the chief officer of the event organizer, if any;

(d) A list of emergency contacts that will be in effect during the event, and the event web address, if any; and

(e) If the special event is designed to be held by, on behalf of, or for any organization other than the applicant, the applicant for special event permit shall file a signed, written communication from such organization:

(i) Authorizing the applicant to apply for the special event permit on its behalf;

(ii) Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event; and

(iii) Attached to which shall be a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;

(f) All permit applications shall include:

(i) A statement of the purpose of the special event;

(ii) A statement of fees to be charged for the special event, including admissions tax documentation;

(iii) The proposed location of the special event;

(iv) Dates and times when the special event is to be conducted;

(v) The approximate times when assembly for, and disbanding of, the special event is to take place;

(vi) The proposed locations of the assembly or production area;

(vii) The specific proposed site or route, including a map and written narrative of the route;

(viii) The proposed site of any reviewing stands and/or vending areas;

(ix) The proposed site for any disbanding area;

(x) Proposed alternative routes, sites or times, where applicable;

(xi) The approximate number of persons, animals, and vehicles that will constitute the special event;

(xii) The kinds of animals anticipated to be part of the special event;

(xiii) A description of the types of vehicles to be used in the special event;

(xiv) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;

- (xv) The number and location of potable sanitation facilities;
- (xvi) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;
- (xvii) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for special events using city streets, sidewalks, or facilities, including use of public or private law enforcement personnel;
- (xviii) Provisions for first aid or emergency medical services, or both, based on special event risk factors;
- (xix) Insurance and surety bond information;
- (xx) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity;
- (xxi) The marketing plan with proposed timelines associated with marketing the activity to the general public;
- (xxii) Event timeline documenting activities from event set-up to event tear-down;
- (xxiii) Parking areas;
- (xxiv) Identify city assistance being requested; and
- (xxv) Any other information required by the city. (Ord. 2901 § 1, 2012).

5.46.040 Approval.

Based on the type of event and the event to which city services will be required, approval of special event permit applications will be made by the following authorities:

- (1) Approval by City Staff. Administrative approval for one-day events contained on a single site that could involve special parking arrangements and hiring of police officers for crowd control and traffic control. City staff shall include a representative from the police, planning, public works, parks and recreation, fire, streets, sanitation, and community development director departments.
- (2) Approval by City Council. Multiple-day events (four days maximum) or any event involving street closures or impacts to services city-wide. Events lasting more than four days shall be subject to submittal of additional information as required by city staff.
- (3) The city council will be notified of all special event approvals made by the city staff.
- (4) If permits and/or coordination is required from other agencies, i.e., Community Transit, Department of Transportation, Snohomish Health District, etc., these must be submitted prior to the issuance of the permit. (Ord. 2901 § 1, 2012).

5.46.050 Fees.

There will be a \$100.00 nonrefundable application fee for a special event permit. (Ord. 2901 § 1, 2012).

5.46.060 Departmental analysis.

- (1) The community development director or designee will send copies of special event permit applications to all pertinent city departments and/or outside agencies when deemed necessary for review and determination of services required.
- (2) The applicant is required to contract with the Marysville police department and public works department to employ police officers for security and traffic control as determined by the departmental analysis.
- (3) Cost of city services, i.e., police, public works employees, etc., for special events will be estimated prior to the event. Additional costs incurred will be evaluated following the completion of the event. The city may in its discretion require a cash deposit for such costs. (Ord. 2901 § 1, 2012).

5.46.070 Insurance required.

Except as otherwise provided in this chapter, the applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville, its officials, officers, employees and agents as additional insured for use of streets, public rights-of-way and publicly owned property such as parks. The insurance policy shall be written on an occurrence basis and shall provide a minimum coverage of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. The insurance policy period shall be for a period not less than 24 hours prior to the event and extending for a period of not less than 24 hours following completion of the event. In circumstances presenting a significantly high risk of liability the city may, in its discretion, increase the minimum insurance requirements, and in circumstances presenting a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements. (Ord. 2901 § 1, 2012).

5.46.080 Denial of permit.

Reasons for denial of a special event permit include, but are not limited to:

- (1) The event will disrupt traffic within the city of Marysville beyond practical solution;
- (2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
- (3) The event will interfere with access to emergency services;
- (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
- (5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
- (6) The application contains incomplete or false information;

- (7) The applicant fails to provide proof of insurance;
- (8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee and/or the applicant has failed to pay all fees due from previous special events;
- (9) The applicant failed to provide proof of sufficient monitors for crowd control and safety at least one week prior to the event;
- (10) The applicant has failed to provide proof of sufficient on- or off-site parking or shuttle services, or both, when required, to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the special event;
- (11) The applicant has failed to conduct a previously authorized or exempted special event in accordance with law and/or the terms of a permit;
- (12) The special event application conflicts with permits issued on same date and location creating hardship or financial burden to already permitted events;
- (13) The applicant does not meet current zoning requirements;
- (14) The applicant fails to obtain local, county, state and federal permits as required;
- (15) The city reasonably determines that the proposed special event conflicts with an already approved special event scheduled for same date(s). (Ord. 2901 § 1, 2012).

5.46.090 Appeal.

The applicant has the right to appeal any denial or revocation of a special events permit to the city council. An appeal shall be made in writing, shall specify the grounds of the appeal, shall have supporting documentation attached, and it shall be filed with the community development director within seven calendar days of the date of the written denial or revocation. (Ord. 2901 § 1, 2012).

5.46.100 Sanitation.

(1) A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. The permittee is required to clean all permitted public and private properties and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, the cleanup will be arranged by the city and the costs charged to the permittee.

(2) A special event permit may be issued only after adequate restroom and washroom facilities have been identified and arranged for or obtained by the applicant subject to the Snohomish Health District's review and certification process. (Ord. 2901 § 1, 2012).

5.46.110 Revocation of special event permit.

- (1) Any special event permit issued pursuant to this chapter is subject to revocation, pursuant to this section.
- (2) A special event permit may be revoked if the city determines:

- (a) That the special event cannot be conducted without violating the provisions of this chapter and/or conditions for the special event permit issuance;
 - (b) The special event is being conducted in violation of the provisions of this chapter and/or any condition of the special event permit;
 - (c) The special event poses a threat to health or safety;
 - (d) The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter;
 - (e) The special event permit was issued in error or contrary to law;
 - (f) The applicant has not paid all fees when due; or
 - (g) The applicant has failed to provide confirmation or proof that it has obtained the minimum number of required volunteers to perform safety functions.
- (3) Except as provided in this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.
- (4) If there is an emergency requiring immediate revocation of a special event permit, the city may notify the permit holder verbally of the revocation. (Ord. 2901 § 1, 2012).

5.46.120 Cost recovery for unlawful special event.

Whenever a special event is conducted without a special event permit when one is required or is conducted in violation of the terms of an issued special event permit, the event organizer shall be responsible for, and the city shall charge the event organizer for, all costs incurred as a result of the adverse impacts of the special event or the violation of the special event permit. (Ord. 2901 § 1, 2012).

5.46.130 Expressive activity special event.

When a special event permit is sought for an expressive activity such as a demonstration, rally, or march as defined in this chapter, the following exceptions shall apply:

- (1) Where the special event will not require temporary street closures, cost recovery pursuant to MMC 5.46.050 shall be limited solely to a fee based on the cost of processing the permit application.
- (2) The insurance requirement of MMC 5.46.070 shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.
- (3) Where the special event will require temporary street closures and any one or more of the conditions of subsection (4) of this section are present requiring the city to provide services in the interest of public health, safety, and welfare, the special event coordinator may condition the issuance

of the special event permit upon payment of actual, direct costs incurred by the city to a maximum of \$500.00. Any fee schedule adopted by the city shall contain a provision for waiver of, or a sliding scale for payment of, fees for city services, including police costs, on the basis of ability to pay.

(4) The city may deny a special event permit for a demonstration, rally or march if:

- (a) The special event will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;
- (b) The special event will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;
- (c) The special event will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the city's public works department.
- (d) The special event will require the diversion of police employees from their normal duties;
- (e) The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;
- (f) The special event will substantially interfere with another special event for which a permit has already been granted or with the provision of city services in support of other scheduled special events; or
- (g) The special event will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.

(5) With regard to the permitting of expressive activity special events where the provisions of this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail. (Ord. 2901 § 1, 2012).

5.46.140 Penalties for violation.

- (1) Violations of, or failure to comply with, any provision of this chapter shall constitute a civil infraction and any person found to have violated any provision of this chapter is punishable by a monetary penalty of not more than \$250.00 for each such violation. Each day that a violation continues shall constitute a new and separate infraction.
- (2) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinances of the city or any other ordinances or laws applicable to the violation.
- (3) Any permit fee or penalty which is delinquent or unpaid shall constitute a debt to the city and may be collected by a court proceeding in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 2901 § 1, 2012).

Index #7

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2014

AGENDA ITEM: Community Development Block Grant – Program Year 2014 Annual Action Plan	AGENDA SECTION: Public Hearing	
PREPARED BY: Amy Hess, Planning Assistant	APPROVED BY:	
ATTACHMENT: 1. PY2014 Funding Allocations 2. Citizen Advisory Committee Recommendation 3. PY2014 Annual Action Plan		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

On December 9, 2013, Marysville City Council affirmed the Citizen Advisory Committees (CAC) CDBG Program Year (PY) 2014-2015 funding allocations, directed staff to notify the PY2014-2015 subrecipients of the funding recommendations, and prepare a PY2014 Annual Action Plan (AAP).

Staff prepared a DRAFT PY2014 AAP that was made available for 30-day public review and comment from January 30 – March 4, 2014. No public comments were received during the public comment period. The PY2014 AAP provided specific housing and community development actions in accordance with the adopted 2012-2016 Consolidated Plan. The City of Marysville anticipates receiving \$320,000 in federal funds in 2014 under the CDBG program.

The CAC held public meetings on January 28, 2014 and March 11, 2014, in review of the Draft PY2014 AAP. On March 11, 2014 the CAC reviewed the FINAL DRAFT PY2014 AAP and made a recommendation to approve as presented.

RECOMMENDED ACTION:

Approve the Program Year 2014 annual Action Plan, as recommended by the Citizen Advisory Committee on March 11, 2014, provide a summary of, and response to any comments received during the public hearing into the Program Year 2014 Annual Action Plan, and direct staff to forward Program Year 2014 Annual Action Plan to the U.S. Department of Housing and Urban Development.

COUNCIL ACTION:

EXHIBIT A

Organization	Activity	PY2014 Request	PY2015 Request	PY2014 CAC Recommendation	PY2015 CAC Recommendation
CAPITAL PROJECTS (65% minimum)					
City of Marysville PW	SR528 Ped Improvement	\$80,000	\$80,000	\$80,000	\$80,000
Senior Services of Snohomish County	Minor Home Repair	\$65,000	\$65,000	\$65,000	\$65,000
Housing Hope	"Beachwood Apartments" Phase 2 Playground Improvement	\$33,438	\$0	\$0	\$0
City of Marysville Parks	Comeford Park - Spray Park Site Improvement	\$33,500	\$0	\$33,500	\$0
City of Marysville	Revolving Loan Program	\$39,800	\$73,300	\$39,800	\$73,300
TOTAL		\$251,738	\$218,300	\$218,300	\$218,300
Organization	Activity	PY2014 Request	PY2015 Request	PY2014 CAC Recommendation	PY2015 CAC Recommendation
PUBLIC SERVICES (15% maximum)					
Domestic Violence – Legal Advocacy	Legal Services	\$15,000	\$15,000	\$15,000	\$15,000
Catholic Community Services	Volunteer Chore Services	\$5,000	\$5,000	\$5,000	\$5,000
Housing Hope	"Beachwood Apartment" Supportive Services - Homelessness	\$17,658	\$17,658	\$17,700	\$17,700
TOTAL		\$37,658	\$37,658	\$37,700	\$37,700
Organization	Activity	PY2014 Request	PY2015 Request	PY2014 CAC Recommendation	PY2015 CAC Recommendation
ADMINISTRATION (20% maximum)					
City of Marysville	Planning and Administration	\$64,000	\$64,000	\$64,000	\$64,000
PY2014 Anticipated Allocation		\$320,000		\$320,000	
PY2015 Anticipated Allocation			\$320,000		\$320,000
CAC RECOMMENDATION FOR PY2014					
PY2014 Capital Projects		\$218,300	68.22%	65% minimum	
PY2014 Public Services		\$37,700	11.78%	15% maximum	
PY2014 Administration		\$64,000	20.00%	20% maximum	
PY2014 TOTAL		\$320,000	100.00%		
CAC RECOMMENDATION FOR PY2015					
PY2015 Capital Projects		\$218,300	68.22%	65% minimum	
PY2015 Public Services		\$37,700	11.78%	15% maximum	
PY2015 Administration		\$64,000	20.00%	20% maximum	
PY2015 TOTAL		\$320,000	100%		



COMMUNITY DEVELOPMENT DEPARTMENT

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

CDBG - PY2014 Funding Recommendation

The Citizen Advisory Committee (CAC) for Housing and Community Development, having held public meetings, on January 28, 2014 and March 11, 2014, in review of Program Years (PY) 2014-2015 Community Development Block Grant (CDBG) Annual Action Plan (AAP), in accordance with the City of Marysville 2012 - 2016 Consolidated Plan that was approved by the U.S. Department of Housing and Urban Development (HUD), and having provided notice of 30-day public comment for the DRAFT PY2014 CDBG AAP on February 1, 2014, does hereby enter the following findings, conclusions and recommendation for consideration by the Marysville City Council:

FINDINGS:

1. The CDBG program applications for PYs 2014 & 2015 were released on September 1, 2013 with a submittal deadline of September 30, 2013.
2. On November 5, 2013, the CAC recommended four (4) Capital Projects and three (3) Public Service organizations receive CDBG funding for PY2014.
3. On December 9, 2013 Marysville City Council affirmed the CAC recommendation and funding allocation for PY2014 and directed Staff to notify PY2014 subrecipients of the funding recommendation and prepare a PY2014 CDBG AAP.
4. The CAC held a public meeting on January 28, 2014 to review the DRAFT PY2014 CDBG AAP and directed staff to provide 30-day public review and comment on the DRAFT plan in accordance with the Citizen Participation Plan adopted as Appendix A in the 2012 - 2016 Consolidated Plan.
5. The DRAFT PY2014 CDBG AAP was made available for public review and comment from January 30, 2014 through March 4, 2014.
6. No public comments were received during the 30-day public comment period.
7. The CAC held a public meeting on March 11, 2014 to review the PY2014 CDBG AAP and make a recommendation to City Council.

CONCLUSIONS:

At the public meeting, held on March 11, 2014, the CAC recommended Marysville City Council approve the PY2014 CDBG AAP, as presented.

RECOMMENDATION:

Forwarded to the Marysville City Council as a Recommendation to approve the PY2014 CDBG AAP attached hereto this **11th day of March, 2014**.

By: _____


Greg Kanehen, CAC Chair



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Program Year 2014 DRAFT Annual Action Plan

Release Date: January 30, 2014
Comments Due: March 4, 2014 4:00 PM
CAC Recommendation: March 11, 2014
City Council Approval: April 14, 2014

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
<http://marysvillewa.gov> ♦ (360) 363-8100 ♦ Office Hours: Mon – Fri 7:30 AM – 4:00 PM

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SECTION 1.0: *Program Year 2014 Annual Action Plan*

Each year of the Consolidated Plan, the City is required to develop an Annual Action Plan, which outlines the specific projects and funding allocations for the program year. Funded projects and activities are designed to support the strategies and objectives described in the Strategic Plan.

The 2014 Action Plan describes the eligible projects and activities the City proposes to undertake with available CDBG funds in the 2014 program year, as well as how the projects and activities are consistent with the 2012-2016 Consolidated Plan strategies and objectives.

The 2014 Action Plan is the third application by the City of Marysville for CDBG funds and the third update to the City's 2012-2016 Consolidated Plan. Information contained in the Plan indicate the amount of funds projected to be available during the program year and a description of how the funds will be allocated to meet the City's Strategies and Objectives contained in the 2012-2016 Consolidated Plan. The Plan covers program year 2014, which runs from July 1, 2014 through June 30, 2015.

Project Selection Process

In September 2013, the City notified the community of the availability of CDBG funding for program years 2014 and 2015. Notice was published that the City of Marysville would be accepting applications for funding by publishing notice in the Marysville Globe, sending notice electronically to the mailing list of interested agencies and persons and making copies of the application available at the Marysville Public Library, City Clerk's Office, Community Development Department and the City's web page.

For program year 2014, the City received four (4) capital project applications and three (3) public services applications. City staff reviewed the proposals for completeness and CDBG eligibility.

Community Development Staff provided the Citizen Advisory Committee (CAC) for Housing and Community Development copies of the grant applications and CDBG Federal Regulations. On October 22, 2013 a public meeting was held allowing each applicant to present their proposed projects.

The CAC held an additional public meeting on November 5, 2013 in order to evaluate each application in accordance with the scoring criteria outlined in the capital project and public service applications. Funding requested in the grant applications for each program year fell short of the \$320,000 in anticipated funding from HUD. City Staff has requested that the surplus funding be allocated for a "Revolving Loan Program" in accordance with the strategies and objectives outlined in the Consolidated Plan. The CAC chose not to fund one of the applicants (Housing Hope Beachwood Apartments Phase 2). A funding recommendation was made to City Council following this meeting.

On December 9, 2013 City Council affirmed the CAC recommendation and funding allocation for PY2014.

Resources – 91.220(c)(1) and (c)(2)

The City of Marysville anticipates receiving \$320,000 in federal funding for the 2014 program year under the CDBG program. The City anticipates that these funds will help leverage funding from other public and private resources.

CDBG funding will be allocated in 2014 to address strategies and objectives identified in the 2012-2016 Consolidated Plan. The City expects to allocate funds in the following manner, as allowed by CDBG regulations:

- Capital projects (68.22%): \$218,300.00
- Public services (11.78%): \$37,700.00
- Planning and administration (20%): \$64,000.00

Capital projects will include activities related to housing, rehabilitation, public facilities, infrastructure, and the Home Repair Services (HRS) Revolving Loan Program. Public services will include services that meet the needs of homeless and special needs populations, specifically seniors, persons with disabilities, and victims of domestic violence. Planning and administration funds will support management, oversight, and coordination of the CDBG grant program, which includes activities such as development of the Consolidated Plan and Annual Action Plans; facilitating the citizen participation process; and selection, monitoring, evaluating, and reporting for CDBG projects and activities.

Annual Objectives – 91.220(c)(3)

Below is a summary of the objectives that the City proposes to address during the 2014 program year. Specific annual objectives and goals are outlined in HUD Tables 3A: 2013 Summary of Specific Annual Objectives in Section 2.0.

Affordable Housing	
Housing Strategy 1 (AHS-1)	Enable homeowners to remain in their homes, primarily benefiting seniors, persons with disabilities, and very low-income persons
Housing Objective 1 (AHO-1)	Provide assistance for improving the safety and accessibility of housing units that benefit seniors and persons with physical or developmental disabilities
Housing Objective 2 (AHO-2)	Assist very low-, low-, and moderate-income homeowners improve the safety of their homes, with priority given to very low-income households
Housing Strategy 2 (AHS-2)	Preserve and increase the affordable housing stock
Homeless	
Homeless Strategy 1 (HMS-1)	Work to reduce and end homelessness
Homeless Objective 2 (HMO-2)	Assist homeless persons in the transition to self-sufficiency by supporting transitional, permanent supportive, and permanent affordable housing and related services, giving priority to families
Non-homeless Special Needs	

Special Needs Strategy 1 (SNS-1)	Support an environment that allows special needs populations to safely live with dignity and independence
Special Needs Objective 1 (SNO-1)	Provide support for housing and social services programs that enable special needs populations to safely live with dignity and independence
Community Development	
Community Development Strategy 1 (CDS-1)	Promote a suitable living environment, dignity, self-sufficiency, and economic advancement for low- and moderate-income persons
Public Facilities Objective 1 (PFO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in public facilities
Public Facilities Objective 3 (PFO-3)	Increase access to quality public and private facilities in low- and moderate-income areas by providing funds for rehabilitation
Infrastructure Objective 1 (INO-1)	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in infrastructure
Public Services Objective 2 (PSO-2)	Support programs that provide homeless, special needs, and low-income populations with basic needs and access to essential services, such as transportation, health care, childcare, case management, and legal assistance

In pursuing these strategies and objectives for the 2014 program year, the City anticipates increasing the affordability of decent owned housing units for Marysville's low- and moderate-income residents, as well as the availability and accessibility of decent housing for people who are homeless or have special needs. The availability, accessibility, and affordability of a suitable living environment for low- and moderate-income residents should also increase due to infrastructure and public facilities improvements and support of public services.

Description of Activities – 91.220(d) and (e)

Below is a summary of the eligible projects that the City proposes to undertake during the 2014 program year to address priority needs and specific objectives identified in the Consolidated Plan. The summary also includes proposed accomplishments. Proposed capital projects would be completed within the 2014 and 2015 program years. Additional details are listed in HUD Table 3C: 2014 Consolidated Plan Listing of Projects, contained in Section 2.0.

Project	Amount	Objective	Outcome	One-Year Goal
Affordable Housing				
Senior Services of Snohomish County Home Rehabilitation Program	\$65,000.00	Decent Housing	Affordability	60 Housing Units
Home Repair Services Revolving Loan Program	\$39,800.00	Decent Housing	Affordability	8 Housing Units
Homeless				
Housing Hope Housing and Supportive Services	\$17,700.00	Decent Housing	Affordability	70 Individuals

Non-Homeless Special Needs				
Catholic Community Services	\$5,000.00	Suitable Living Environment	Availability/Accessibility	45 Individuals
Volunteer Chore Services				
Community Development – Infrastructure				
City of Marysville Public Works	\$80,000.00	Suitable Living Environment	Availability/Accessibility	5000 Individuals
SR528 Pedestrian Improvement				
Community Development – Public Facilities				
City of Marysville Parks	\$33,500.00	Suitable Living Environment	Affordability	1 Public Facility
Comeford Park Improvements				
Community Development – Public Services				
Domestic Violence Services of Snohomish County	\$15,000.00	Suitable Living Environment	Availability/Accessibility	45 Individuals
Planning and Administration				
City of Marysville	\$64,000.00	N/A	N/A	N/A

Federal Register Notice dated March 7, 2006 defines the three possible **objective** categories, which describe the purpose of an activity, as:

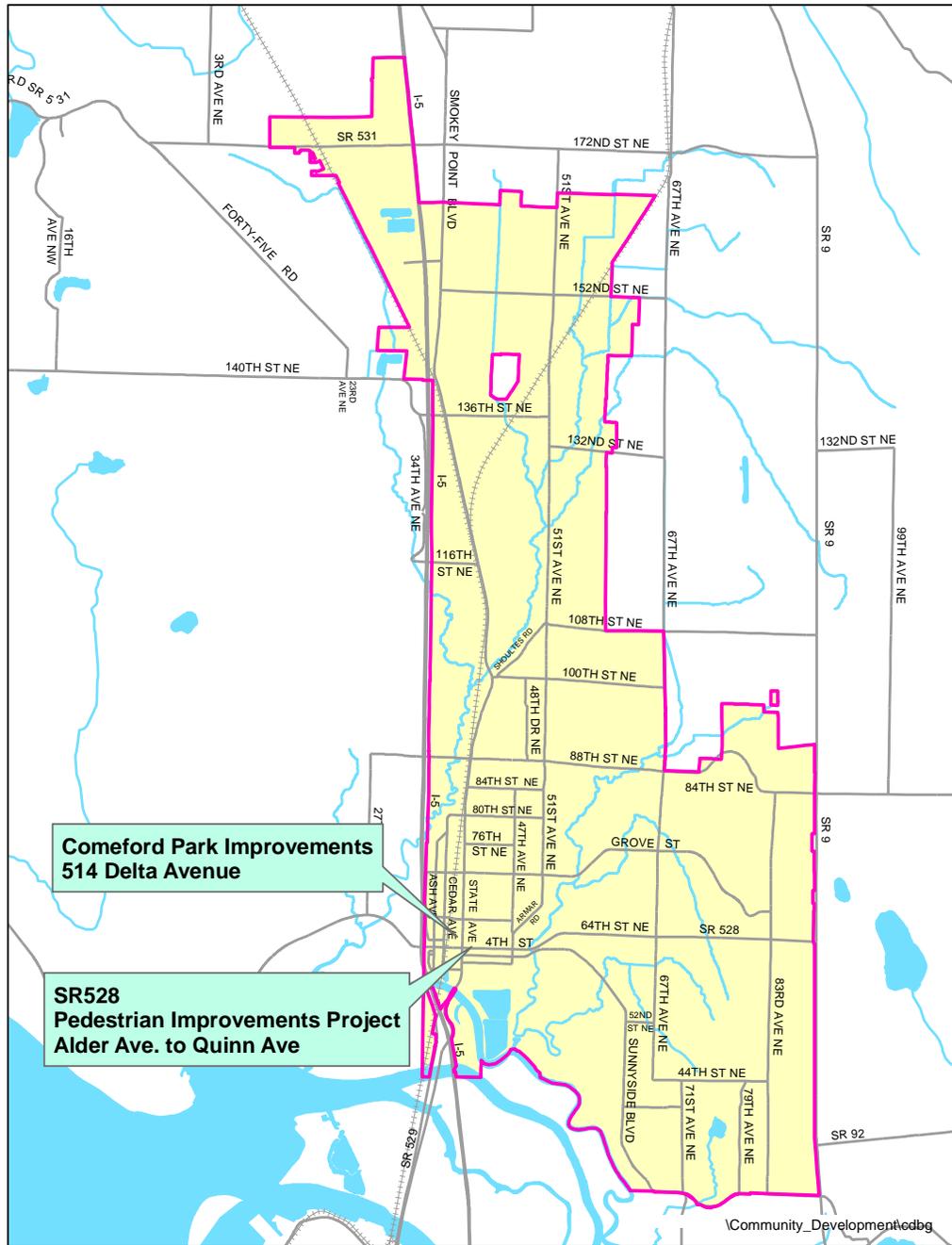
- **Suitable Living Environment.** Generally, this applies to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- **Decent Housing.** This focuses on housing programs where the purpose of the program is to meet individual family or community needs, and not programs where housing is an element of a larger effort. (These types of programs would be reported under Suitable Living Environment.)
- **Creating Economic Opportunities.** This applies to activities related to economic development, commercial revitalization, or job creation.

The Notice defines the three possible **outcome** categories, which best reflect what the City seeks to achieve by funding an activity, as:

- **Availability/Accessibility.** This applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income residents, including persons with disabilities. Accessibility refers to both physical barriers *and* making the affordable basics of daily living available and accessible to low- and moderate-income residents where they live.
- **Affordability.** This applies to activities that provide affordability in a variety of ways to low- and moderate-income residents. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability: Promoting Livable or Viable Communities.** This applies to projects aimed at improving communities or neighborhoods, helping to make them more livable or viable by providing benefit to

persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Figure 1: Program Year 2014 – Capital Projects

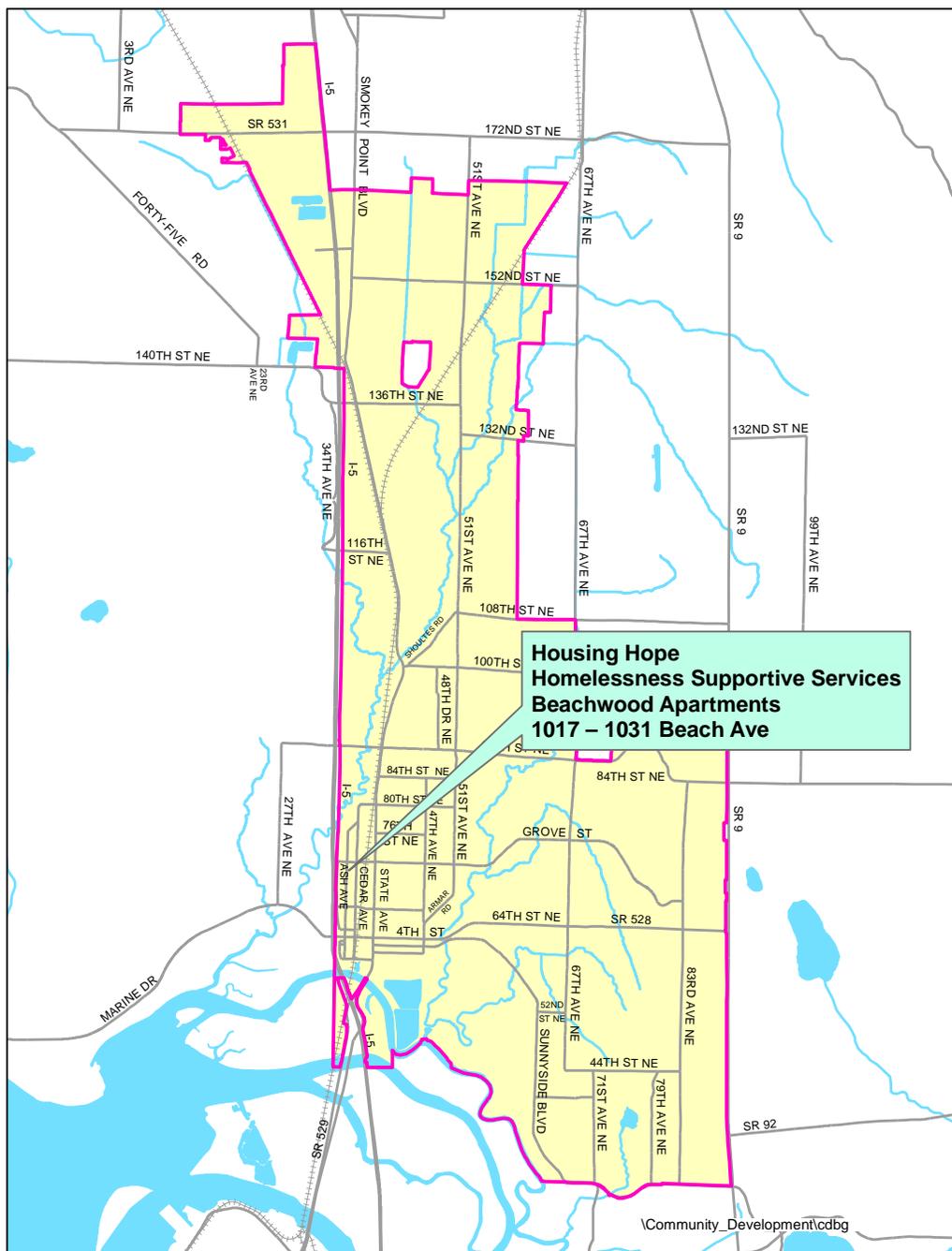


CAPITAL PROJECTS LOCATED CITY-WIDE

¹Senior Service of Snohomish County – Minor Home Repair

²Home Repair Services – Revolving Loan Program

Figure 2: Program Year 2014 – Public Services



PUBLIC SERVICES LOCATED CITY-WIDE

¹Catholic Community Services – Volunteer Chore Services

²Domestic Violence Services of Snohomish County – Legal Advocacy Services

Geographic Distribution/Allocation Priorities – 91.220(d) and (f)

Assistance will be primarily directed to the City's areas with a majority of low- and moderate-income residents and concentrations of racial and ethnic diversity, as identified in Section 4: Community Background in the 2012-2016 Consolidated Plan.

Allocation priorities and investments for the 2014 program year were informed by the priority needs identified in the citizen and consultation processes and general research, as well as the potential for providing the greatest benefit, considering the limited amount of funding available, while meeting CDBG Program requirements.

The greatest obstacle to meeting underserved needs is expected to be the availability of adequate financial resources to keep pace with demand, particularly related to affordable housing and services for the growing senior population, persons with disabilities, victims of domestic violence, and homeless persons with mental health and chemical dependency issues.

Annual Affordable Housing Goals – 91.220(g)

Using the available CDBG funds, the City proposes assisting approximately 113 senior and special needs households with affordable housing through activities that rehabilitate existing units and assist homeowners with everyday chores allowing them to stay in their homes. The Home Repair Services revolving loan program will assist very low-, low-, and moderate income homeowners improve the safety of their homes. As this is the first year of implementation, it is difficult to estimate the number of households that will be served. The City anticipates getting the program up and running and completion of one rehab project using HRS funds. Additional details are outlined in HUD Table 3B: 2014 Annual Affordable Housing Completion Goals contained in Section 2.0.

Public Housing – 91.220(h)

The City will continue to support HASCO's strategy as described in the Strategic Plan.

Homeless and Special Needs – 91.220(i)

Using the CDBG funds available, the City proposes to reduce and work toward ending homelessness in Marysville by providing funds to nonprofit organizations that provide transitional housing with supportive services for families. The City proposes that the total investment to these organizations will benefit 70 individuals over the program year.

To address the housing and supportive service needs of persons who are not homeless, the City proposes providing funds to nonprofit organizations that serve seniors, persons with disabilities, victims of domestic violence, and persons with chemical dependency issues. The City proposes that the total investment to these organizations will benefit approximately 200 individuals over the program year.

The City will allocate funds for, and work to develop the Home Repair Services Revolving Loan Program which would assist homeowners with repairs by providing a loan at a minimal rate and deferring re-payment of the loan for up to 20 years. The intent of this program is to assist homeowners in repairing their homes and prevent homelessness due to disrepair.

Barriers to Affordable Housing – 91.220(j)

During the 2014 program year, the City will work to reduce barriers to affordable housing by awarding CDBG funds to projects that will help develop or maintain decent and safe affordable housing for low-to-moderate income persons in our community. In addition, the City will specifically explore reducing barriers for production of low-income housing, shelters, transitional housing, housing for elderly and special needs housing.

The City will coordinate with the efforts of Community Transit and the Puget Sound Regional Council to ensure local housing strategies are coordinated with local and regional transportation planning strategies to ensure to the extent practicable that residents of affordable housing have access to public transportation.

The City will pursue the Lead-based Paint Strategy and Anti-poverty Strategy as described in the Strategic Plan to evaluate and reduce the number of housing units containing lead-based paint hazards and reduce the number of poverty level families.

Other Actions – 91.220(k)

Citizen Participation Process

The City will continue to use its citizen participation process to solicit public comments on local priorities and objectives for CDBG funds and to receive feedback on progress made towards meeting the local strategies and objectives. The City and the 9-member Citizen Advisory Committee (CAC) for Housing and Community Development will continue to enhance the level of guidance from the community, enhance coordination between public and nonprofit agencies, and support further development of the institutional structure. The City and CAC will strive to ensure that all agencies are aware of the availability of CDBG funds.

Fair Housing

The “Analysis of Impediments to Fair Housing Choice” (AI) is required by the U.S. Department of Housing and Urban Development (HUD) of all state and local governments receiving housing and community development funds.

The City of Marysville is included in Snohomish County Urban Consortium’s Analysis of Impediments to Fair Housing Choice (AI) dated September 14, 2012 for certain HUD programs. The AI was prepared for Snohomish County Human Services Department by BBC Research and Consulting. The following Impediments to Fair Housing Choice and Action Items were identified in the AI.

IMPEDIMENT NO. 1: Residents report experiencing discrimination, but few know what to do.

- Many residents described alleged acts of fair housing violations in both the resident survey and focus groups conducted for this AI. The discriminatory acts mostly took the form of refusal to rent or offering different rental terms to racial and ethnic minorities. Although these descriptions of alleged discriminatory actions were not investigated per se as part of this AI, the pattern and volume of descriptions suggests that discriminatory activity is occurring in the County.

IMPEDIMENT NO. 2: Information about fair housing is difficult to find.

- Marysville has no fair housing contact information on the website.
- City office has no fair housing information, advised to contact the County.

IMPEDIMENT NO. 3: Land use and zoning regulations in many jurisdictions create fair housing barriers.

IMPEDIMENT NO. 4: Limited transit options for low income, disabled, senior residents and refugees create a fair housing barrier

- Limited transit may create an impediment to fair housing choice because it could have the effect of preventing certain protected classes from accessing housing, employment, services and amenities at the same level as other residents.

IMPEDIMENT NO. 5: Hispanic and African American mortgage loan applicants are denied loans at much higher rates than Whites.

- Marysville is one of three jurisdictions with the greatest gap between denials by race, with Whites having a much lower denial rate compared to non-Whites.
- Marysville is one of three jurisdictions with the greatest gap between denials by ethnicity, with non-Hispanics having a much lower denial rate compared to Hispanics.

Based upon data collected and compiled for Snohomish County's AI, the following fair housing action items are recommended to reinforce current fair housing efforts:

ACTION ITEM 1: Improve and make more uniform fair housing information available on County and jurisdictional websites.

ACTION ITEM 2: Establish fair housing points of contact within jurisdictions and develop a comprehensive fair housing educational campaign.

ACTION ITEM 3: Encourage jurisdictions to reduce barriers in their zoning regulations and land use policies.

ACTION ITEM 4: Monitor lending disparities.

ACTION ITEM 5: Increase the stock of affordable housing and affordable housing options Countywide, especially deeply subsidized rentals

ACTION ITEM 6: Seek funding or other resources to support housing providers with capacity needs for a program to reduce tenant cultural biases and conflicts.

ACTION ITEM 7: As the economy strengthens, enhance transit and access to social services.

ACTION ITEM 8: Evaluate the subcontracting process.

CDBG Program Specific Requirements – 91.220(l)(1)

The City does not expect to receive program income, proceeds from Section 108 loan guarantees, surplus funds from urban renewal settlement, returned grant funds, or income from float-funded activities during the 2014 program year. The City does not expect to fund any urgent need activities. All CDBG funds are expected to be used for activities that benefit persons of low- and moderate income.

Program Year 2014 Annual Action Plan Adoption Process

On January 28, 2014, the CAC reviewed the DRAFT Program Year 2014 Annual Action Plan (PY2014 AAP) and recommended Staff provide 30-day public notice and comment in accordance with the Citizen Participation Plan adopted as Appendix A in the 2012 – 2016 Consolidated Plan. 30-day public notice was provided on January 30, 2014, as follows:

- A summary of the DRAFT PY2014 AAP was published in the Marysville Globe
- An electronic summary was sent to the mailing list of interested agencies and persons maintained by the Community Development Department
- Copies of the DRAFT PY2014 AAP were made available at:
 - Marysville Public Library
 - City Clerk's office
 - Community Development Department
 - City of Marysville's web page

CAC Recommendation

On March 11, 2014 the CAC recommended City Council approve the PY2014 AAP.

Public Hearing

Marysville City Council held a public hearing on April 7, 2014 to consider the CAC recommendation related to the PY2014 AAP and to receive public comment. After review of the CAC recommendation and after considering the public comments received at the public hearing, Marysville City Council approved the PY2014 AAP and directed Staff to forward the approved plan to the US Department of Housing and Urban Development.

Public Comments

No public comments received.

PY 2014 AAP Calendar

January 28, 2014	CAC Review of DRAFT PY2014 AAP
January 30, 2014	30 Day public notice and comment period
March 11, 2014	CAC Recommendation to City Council
April 14, 2014	Council Public Hearing and Approval of PY2014 AAP
April 2014	PY2014 AAP submitted to HUD

SECTION 2.0: 2014 Action Plan HUD Tables

Table 3A: 2014 Summary of Specific Annual Objectives

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/ Objective*
Owner Housing						
AHO-1	Provide assistance for improving the safety and accessibility of housing units that benefit seniors and persons with physical or developmental disabilities	CDBG	Number of housing units assisted	60		DH-2
AHO-2	Assist very low-, low-, and moderate-income homeowners improve the safety of their homes, with priority given to very low-income households	CDBG	Number of housing units assisted	61		DH-2
Homeless						
HMO-2	Assist homeless persons in the transition to self-sufficiency by supporting transitional, permanent supportive, and permanent affordable housing and related services, giving priority to families	CDBG	Number of individuals served	70		DH-2
Special Needs						
SNO-1	Provide support for housing and social services programs that enable special needs populations to safely live with dignity and independence	CDBG	Number of individuals served	45		SL-1
Community Development – Infrastructure						
INO-1	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in infrastructure	CDBG	Number of individuals served	5,000		SL-1

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
Community Development – Public Facilities						
PFO-1	Improve the safety and livability of low- and moderate-income neighborhoods by addressing service gaps in public facilities	CDBG	Number of public facilities improved	1		SL-1
PFO-3	Increase access to quality public and private facilities in low- and moderate-income areas by providing funds for rehabilitation	CDBG	Number of public facilities improved	1		SL-1
Community Development – Public Services						
PSO-2	Support programs that provide homeless, special needs, and low-income populations with basic needs and access to essential services, such as transportation, health care, childcare, case management, and legal assistance	CDBG	Number of individuals served	90		SL-1

***Outcome/Objective Codes**

	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Table 3B: 2014 Annual Affordable Housing Completion Goals

Grantee Name: Program Year:	Expected Annual Number of Units To Be Completed	Actual Annual Number of Units Completed	Resources used during the period			
			CDBG	HOME	ESG	HOPWA
BENEFICIARY GOALS (Sec. 215 Only)						
Homeless households			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-homeless households	61		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special needs households			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Sec. 215 Beneficiaries*	61		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENTAL GOALS (Sec. 215 Only)						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Total Sec. 215 Affordable Rental			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HOME OWNER GOALS (Sec. 215 Only)						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		
Rehabilitation of existing units	61		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Homebuyer Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Total Sec. 215 Affordable Owner	61		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMBINED RENTAL AND OWNER GOALS (Sec. 215 Only)						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units	61		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Homebuyer Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Combined Total Sec. 215 Goals*	61		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL HOUSING GOALS (Sec. 215 + Other Affordable Housing)						
Annual Rental Housing Goal			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual Owner Housing Goal	61		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Overall Housing Goal	61		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* The total amounts for "Combined Total Sec. 215 Goals" and "Total Sec. 215 Beneficiary Goals" should be the same number.

Table 3C: 2014 Consolidated Plan Listing of Projects

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Marysville

Priority Need: Affordable Housing Strategy

Project Title: Senior Services of Snohomish County - Minor Home Repair Program

Description:

Minor home repair (MHR) assists low-income elderly and disabled homeowners by providing health and safety related repairs that they cannot perform on their own. Senior Services of Snohomish County mission is to promote independence, preserve dignity and enhance the quality of life through the provision of services for older adults and people with disabilities.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Available to low-income homeowners city-wide

Street Address: N/A (city-wide)

City, State, Zipcode: Marysville, WA 98270

Objective Number AHO-1, AHO-2	Project ID
HUD Matrix Code 14A	CDBG Citation 24 CFR 570.202
Type of Recipient Private Non-profit/Local Govt.	CDBG National Objective 24 CFR 570.208(a)(3)
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2014
Performance Indicator Housing Units	Annual Units 60
Local ID	Units Upon Completion 60

Funding Sources:

CDBG	\$65,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$65,000.00

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Marysville

Priority Need:

Homeless Strategy – Public Service

Project Title:

Housing Hope – Beachwood Apartments Homelessness Supportive Services

Description:

Housing Hope provides affordable housing and comprehensive services to individuals and families experiencing or at-at risk of homelessness. Services include case management, adult education and employment training, parent education and support, life skills training, child care, and supported access to critical community services such as mental health and substance abuse treatment. This project serves 20 families (70 individuals), living at the Beachwood Apartment complex in Marysville.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Beachwood Apartments Supportive Services

Street Address: 1017 – 1031 Beach Avenue

City, State, Zipcode: Marysville, WA 98270

Objective Number HMO-2	Project ID
HUD Matrix Code 05	CDBG Citation 24 CFR 570.201(e)
Type of Recipient Private Non-profit	CDBG National Objective 24 CFR 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator People	Annual Units 70
Local ID	Units Upon Completion 70

Funding Sources:

CDBG	\$17,700.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	\$122,506.00
Total	\$140,206.00

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name: City of Marysville

Priority Need:

Community Development – Non Homeless Special Needs Strategy - Public Services

Project Title:

Catholic Community Services – Volunteer Chore Services

Description:

The Volunteer Chore Services program provides ongoing chore-level services to low income elders and functionally disabled adults at risk of losing their independence and/or safety at home. The services provided include tasks such as housework, shopping and errands, laundry, yard work, moving assistance, household repairs, wood prevision, monitoring and communications.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Available to low-income seniors and/or persons with a disability city-wide

Street Address: N/A

City, State, Zipcode: Marysville, WA 98270

Objective Number SNO-1	Project ID
HUD Matrix Code 05	CDBG Citation 24 CFR 570.201(e)
Type of Recipient Private Non-profit	CDBG National Objective 24 CFR 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator People	Annual Units 45
Local ID	Units Upon Completion 45

Funding Sources:

CDBG	\$ 5,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	\$11,120.00
Total	\$16,120.00

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name: City of Marysville

Priority Need:

Community Development – Infrastructure

Project Title:

City of Marysville Public Works – SR528 Pedestrian Safety Improvement

Description:

The SR528 Pedestrian Safety Improvement Project will construct a new pedestrian signal crossing, including median and crosswalk improvements on SR528 between Alder Ave and Quinn Ave.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

SR528 between Alder Ave and Quinn Ave
Serving Census Tract 529.03

Street Address: N/A

City, State, Zipcode: Marysville, WA 98270

Objective Number INO-1	Project ID
HUD Matrix Code 03K	CDBG Citation 24 CFR 570.201(c)
Type of Recipient Local Government	CDBG National Objective 24 CFR 570.208(a)(1)
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2016
Performance Indicator No. of individuals	Annual Units 5,000
Local ID	Units Upon Completion 5,000

Funding Sources:

CDBG	\$80,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$80,000.00

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Marysville

Priority Need:

Community Development – Public Facilities

Project Title:

City of Marysville Parks Department – Comeford Park Spray Park Site Furnishings

Description:

The funds applied for will benefit the continuation of the overall Comeford Park Improvement project which includes the following: infrastructural improvements including the addition/installation of a new spray park facility; installation of industrial/ornamental fencing; and landscape improvements to reduce public safety concerns. Once completed, significant improvements throughout the entire park will create much needed updates and safety features that will support significant programmed changes to the City's only downtown public recreation facility at no charge to residents.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Park/recreational facilities serving Census Tract 529.03

Street Address: 514 Delta Avenue

City, State, Zipcode: Marysville, WA 98270

Objective Number PFO-1	Project ID
HUD Matrix Code 03F	CDBG Citation 24 CFR 570.201(c)
Type of Recipient Local Government	CDBG National Objective 24 CFR 570.208(a)(1)
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator No. of public facilities	Annual Units 1
Local ID	Units Upon Completion 1

Funding Sources:

CDBG	\$33,500.00
ESG
HOME
HOPWA
Total Formula
Prior Year Funds
Assisted Housing
PHA
Other Funding
Total	\$33,500.00

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Marysville

Priority Need:

Community Development – Public Services Strategy

Project Title:

Domestic Violence Services of Snohomish County - Legal Advocacy Services

Description:

Domestic Violence Services of Snohomish County (DVS) will provide legal advocacy to victims of domestic violence residing the City of Marysville. Domestic Violence Legal Advocacy includes services such as safety planning, education on navigating the justice system, preparation for court appearances and court support, protection orders, immigration support, and parenting plans for victims of domestic violence.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Available to victims of domestic violence city-wide.

Street Address: N/A

City, State, Zipcode: Marysville, WA 98270

Objective Number PSO-2	Project ID
HUD Matrix Code 05G	CDBG Citation 24 CFR 570.201(e)
Type of Recipient Private Non-profit	CDBG National Objective 24 CFR 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator People	Annual Units 90
Local ID	Units Upon Completion 90

Funding Sources:

CDBG	\$ 15,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	\$29,800.00
Total	\$44,800.00

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name: City of Marysville

Priority Need:
Affordable Housing

Project Title:
Home Repair Services Loan Program

Description:
Provide housing rehabilitation services and loans to residents of Marysville. Rehabilitation services (loan processing, preparation of bid specifications, selection and monitoring of contractors) are provided to homeowners and landlords whose property is located within the program boundaries. A variety of loans (conventional, guaranteed, reduced interest, and deferred payment) are available to homeowners based on income.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area
Support activities city-wide

Street Address: 1049 State Avenue
City, State, Zipcode: Marysville, WA 98270

Funding Sources:

Objective Number	Project ID
HUD Matrix Code 14A	CDBG Citation 24 CFR 570.202
Type of Recipient Local Government	CDBG National Objective 24 CFR 570.208(a)(3)
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator Housing Units	Annual Units 1
Local ID	Units Upon Completion 1

CDBG	\$39,800
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$39,800.00

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Marysville

Priority Need:

N/A

Project Title:

CDBG Planning and Administration

Description:

Funds will be used by the City of Marysville to provide general management, oversight, and coordination of the CDBG grant program, which includes activities such as updating the annual action plan; facilitating the citizen participation process; selecting, monitoring, evaluating, and reporting on projects and activities; and other compliance activities as required by HUD.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Support activities city-wide

Street Address: 1049 State Avenue

City, State, Zipcode: Marysville, WA 98270

Objective Number N/A	Project ID
HUD Matrix Code 21A	CDBG Citation 24 CFR 570.206
Type of Recipient Local Government	CDBG National Objective N/A
Start Date (mm/dd/yyyy) 07/01/2014	Completion Date (mm/dd/yyyy) 06/30/2015
Performance Indicator N/A	Annual Units N/A
Local ID	Units Upon Completion N/A

Funding Sources:

CDBG \$64,000.00
ESG
HOME
HOPWA
Total Formula
Prior Year Funds
Assisted Housing
PHA
Other Funding
Total \$64,000.00

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Index #1

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 4/14/2014

AGENDA ITEM: Discussion relating to Biennial Budget	
PREPARED BY: Sandy Langdon, Finance Dir./City Clerk DEPARTMENT: City Clerk	DIRECTOR APPROVAL:
ATTACHMENTS: MRSC Biennial Budget Presentation Biennial Budgets in Washington Cities and Counties - Revisited (MRSC) Draft Comparison Annual vs. Biennial	
BUDGET CODE:	AMOUNT:

SUMMARY:

Biennial budgeting is a two-year budget that is adopted in the odd years as identified under RCW 35A.34. It has several similarities to the annual budget and some differences.

A biennial begins by approving an ordinance at least 6-months before the beginning of the biennium and must start on an odd numbered year. Biennial budgets require a mid-biennium review and modification. This review and modification cannot occur any sooner than eight months (September 1st) after the start of the biennium and no later than the conclusion of the first year of the fiscal biennium. The review and modification requires a public hearing and ordinance adoption.

Biennial budgets are prepared by 36 cities. Two forms of biennial budgets are used: 1) two one-year budgets and 2) appropriation for two years. The two one-year budgets are exactly that. The budgets are prepared as two separate budgets and then adopted in one ordinance. The appropriation for two years has several forms in its preparation but ultimately is adopted as one budget for the two-year period. This is the most common form of biennial budget, 27 of the 36 cities use this form.

Biennial budgeting is considered to assist cities with a forward view and is used as a tool to plan beyond one budget year.

RECOMMENDED ACTION: Staff recommends that Council consider the presentation on biennial budgets and direct staff to begin preparations for a biennial budget for 2015/2106 or to continue with an annual budget for 2015.

Biennial Budgeting

Presented by Mike Bailey, City of Redmond Finance Director

And

Lynn Nordby, MRSC Public Policy and Management Consultant



Welcome to the Webinar



Lynn Nordby
Public Policy and
Management Consultant
lnordby@mrsc.org
www.mrsc.org
206.625.1300



Mike Bailey
Finance Director
City of Redmond
mebailey@Redmond.gov

About MRSC



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Biennial Budgeting

Goals

- At the conclusion of this webinar you will:
 - Understand what a biennial budget is
 - Know what steps are required by state law to implement a biennial budget
 - Understand the “pros and cons” of biennial budgeting
 - Have resources to help you further consider whether a biennial budget is best for you
 - Have some tips and tricks for implementing

Resources

- Much of today's webinar is based on an article available on MRSC's web site
www.mrsc.org (navigate to finance, budget, biennial budget)
- Additional resources are also available on MRSC's web site (including a list of those entities using a biennial budget)
- The GFOA (www.gfoa.org) also has numerous resources and best practice statements on multi-year budgeting (also available through MRSC website)

Biennial Budgets

- Budgeting for two years at a time
 - Has been permitted in WA cities since 1985
 - Has been permitted in WA counties since 1995

- To date, several dozen cities and at least six counties are using this approach

Biennial Budgets

- What is it exactly?
 - A “two-year” appropriation
 - * Can be a full 24 months worth of budget authority
 - * Can be adoption of two one-year budgets (limiting the appropriation for each year to a certain limit)
 - * Can be a one year appropriation and a “plan” for the second year
 - Many new biennial budgets have some type of internal restriction on spending within the biennium

What is an Appropriation?

- The budget is a tool where the legislative body delegates spending authority to the executive branch
- This delegation of authority is known as an appropriation (aka: budget)
 - Without an appropriation – there is no authority to spend
 - The appropriation is time limited and must be proscriptive (that is you can't retroactively grant this authority)

Biennial Appropriation

- Based on the biennial budget law and our knowledge of an appropriation...
 - We now know that if you use a “true” biennial budget
 - * The legislative branch has granted additional authority to the executive branch for the expenditure of funds
 - We also know (from our knowledge of budgets) that appropriations and revenues do not always match

(more about this later)

How to implement a biennial budget

- Cities must declare a decision to use a biennial budget at least six months prior to the beginning of the biennium
- Counties have *more flexibility* but must also make an official determination (by ordinance or resolution)
- The government can revert to an annual budget, by similar fashion, at the conclusion of a biennium

Mid-biennium Review

- Cities and counties using the authority for a biennial budget must conduct a mid-biennium review
 - For cities the review no sooner than 8 months after the start of the biennium and be concluded no later than the first year of the biennium
 - Essentially the mid-biennium review needs to occur between *September 1 and December 31* of the 1st year
 - For counties the guidelines are less rigid
(but the cities requirements are a good rule of thumb!)

Mid-biennium Review

- A mid-biennium review must:
 - Consist of any proposed modifications to the adopted biennial budget
 - Be advertised and published in a manner similar to other ordinances of the city (if it results in an ordinance)
 - Include procedures for notice to the members of the council and public
 - Be in the form of an ordinance (if any changes are proposed)

Mid-biennium Review

- Budget amendments (in general)
 - A biennial budget can be amended
 - * Like an annual budget
(Lots of confusion on this point)
 - Don't need to wait for the mid-biennium review
(we don't)
 - The notion of an “emergency”
 - * A state law that could be updated to reality!

Reasons to use Biennial Budgets

- Saves time
 - Budgeting consumes a lot of organizational capacity
 - * By only creating a full budget every other year that capacity can be put to other productive uses
 - * There is some additional work required to create a biennial budget, but...
 - * The savings of time more than outweighs the extra effort involved (in my experience)

Reasons to use Biennial Budgets

- Creates organizational capacity (similar to saving time)
 - The capacity created exists both with staff *and* the council / board
 - Many use this capacity to leverage the financial planning
 - * The biennial budget already is a longer view (see next topic)
 - * *Long range financial planning* is a “*best practice*” at GFOA
 - Be careful to capture this additional capacity for strategic purposes
 - * For *both council and administration*

Reasons to use Biennial Budgets

- The perspective is consistent with *strategic thinking*
 - A budget is an implementation tool of a strategic notion
 - A two year budget is more strategic than a one-year budget (generally speaking – not always true)
 - The two-year format will often “force” the organization to think about issues in a different way
 - * There is a risk that balancing a one-year budget becomes a “puzzle to solve” – rather than a strategic exercise
- You really make positive change in your organization by thinking more strategically!

Reasons to use Biennial Budgets

- Improved policy perspective
 - Helps identify the issues in a longer time context
 - * Helps deal with potential “bow-wave” problems of *gimmick budget solutions*
 - Allows adequate time for solutions to be implemented
 - Likely will stretch out the budget process
 - * This tends to result in being able to be more deliberate in your budget planning effort

Reasons to use Biennial Budgets

- Political implications
 - Cities are required to implement a biennial budget in a non-election year
 - * Counties might want to consider a similar construct
 - De-politicizes the budget (*at least a little bit*)

Reasons not to use Biennial Budgets

- Loss of Control!
 - This is the *primary concern* we hear voiced
 - Council is granting a lot more authority in a 2 year budget
 - * Some ways to mitigate this concern are coming soon!
 - Can illustrate a *lack of trust*
 - * Or other underlying political issues for the entity

Reasons not to use Biennial Budgets

- A change in leadership
 - Either political or appointed
 - Suggests that a “*stable*” organization is a better environment for implementing new challenges to the organization
 - * Absolutely agree with this notion
 - * Stability can come in many forms, and be lost in many places (and here I’m referring to political instability)

Reasons not to use Biennial Budgets

- Difficulty in Forecasting
 - It is absolutely true that it is harder to forecast for twice as long
 - * Revenue forecasting becomes more difficult – and risky
 - * Expenditure forecasting is also challenging
 - Compensation strategies are a good example
 - A culture where adjustments are “okay” is important

Reasons not to use Biennial Budgets

- Squandering the benefits
 - Some of those organizations who reverted back to annual budgets did so due to this challenge
 - They found themselves essentially doing a biennial budget (which is harder) and then doing another budget during the mid-biennium review
 - **Don't do this** 😊
 - * Adopt a financial policy that says your mid-biennium review will be **limited** (in some way)

Reasons not to use Biennial Budgets

- It is harder
 - This takes a few forms:
 - * Software problems may make it complicated
(not sure I agree – but this is what we've heard)
 - * The forms used in budgeting need to be modified
 - * The tendency will be to think about the 1st year (only)
 - *Councils may struggle* with the balance between the two years

Tips and Tricks

- Leverage the benefits
 - Think of your biennial budget in the context of a *longer range financial strategy*
 - * Create a *financial planning model* of 3 biennia (6 years)
 - Build the budget as a component of this strategy
 - * The two year view will be supportive of this approach
 - * It actually *moves the organization toward goals*
 - * The rating agencies will really love it!

Tips and Tricks

- Leverage the benefits
 - Use the “*off budget year*” to build out other capacity
 - * Examples include: performance measures, financial policies, long-range financial planning, capital planning, etc.
 - Build trust with frequent “check-ins” on budget
 - * Mitigate the concerns about loss of control with a very high level of communication

Tips and Tricks

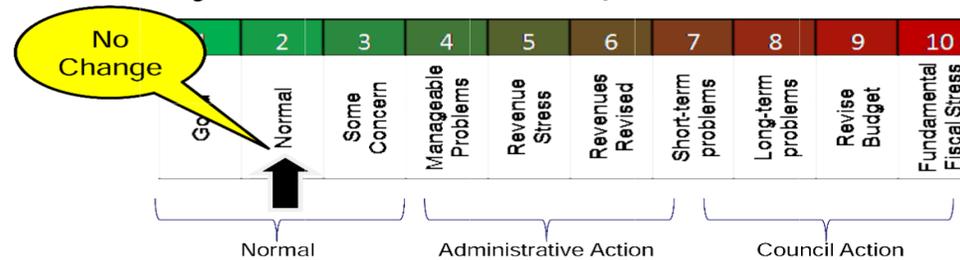
- Guard against the concerns
 - Create a structure that assures council that fiscal restraint will occur in a 24 month budget
 - * *Can include controls in the adopting ordinance*
 - * *Need to exercise the high level of communication*
 - Advise how the original forecasts turned out
 - * *Since forecasting is more difficult, compare the forecast to actual results (and indicate when this suggests corrections are needed)*

Communicate Often



"Big Picture"

- Financial condition is - Normal
- Financial accountability
 - Public Administration and Finance Committee - monthly
 - City Council - quarterly
 - City Administration – weekly (as needed)



2

See Redmond's financial reporting on our web site
<http://www.redmond.gov/Government/FinancesandBudget/FinancialReports/>

Biennial Budgeting – Cities and Counties



Hear from some of the cities and counties using Biennial Budgeting

- Observations
- Tips
- Options
- Contrary opinions

Observations



- Not going through a full budget process in the second year breaks the “continuous budgeting cycle”
- SAO still requires an annual report – Close the year but not the budget
- Requires a longer view – Opportunity for strategic thinking
- 24+ month financial projections are harder and more potentially volatile
- “Memories aren’t always as long as the budget cycle”
- Well worth the effort

Tips



- Start early – Plan carefully
- Be thoroughly familiar with the process, laws, MRSC's resources
- Agree on the process before you start
- Keep the Council/Board well informed along the way – NO SURPRISES
- Use the time freed up in the second year for special projects
- Monitor budget and overall economy - Watch for trends
- Mid Budget year can focus on capital plans, rates and fees, special studies

Options



- A single two year budget
- Two one year budgets
- A one year budget with a second year “spending plan”
- Budget amendments - Always

Cons – “Tried it, didn’t like it.”



- Council felt that it was losing control
- Wasn't responsive in a falling economy
- Didn't save enough time
- Annual budget more flexible
- So many budget amendments it seemed just as time consuming as doing an annual budget

Questions?





Thank you for attending our webinar.

*Editor's Notes: 1) "Why," someone might ask, "are you including an article on biennial budgeting in Budget Suggestions for 2014 when 2014 is an even-numbered year? I thought cities could only begin a biennial budget in odd-numbered years." That is true, but an ordinance to start a biennial budget in 2015 must be passed no later than **June 30, 2014**. And, Budget Suggestions for 2015 will not be published until **July 2014**. In addition, we did a survey of cities and counties that currently do biennial budgets and one common "tip" was to "start planning early." So, this article is just to remind you that if you are thinking of doing a biennial budget for the 2015-2016 biennium, planning should probably begin in January 2014. We plan on having a webinar on biennial budgeting in January, so that will serve as a reminder.*

*2) And, on the topic of the survey. I'll be including comments about things I learned from the survey in the text of the article below. **My comments are in italics.** I got so many terrific comments and tips that I can't pass them all along within the context of the article. I will be asking those who answered my questions for permission to publish their answers. I hope to post them on our biennial budget webpage, www.mrsc.org/subjects/finance/budgets/biennial.aspx, sometime in September.*

Biennial Budgets in Washington's Cities and Counties – Revisited¹

By Mike Bailey, Finance Director, City of Redmond,
with comments by Judy Cox, Public Finance Consultant, MRSC

Budgeting for a two-year biennium has been permitted for Washington cities since 1985 and for counties since 1995. This article discusses the various experiences of those cities and counties that have switched to a biennial budget and draws some conclusions about the usefulness of such an approach.

Approximately 46 cities and six² counties have worked with some form of biennial budget since the legislature created this alternative. While the law generally describes how biennial budgets can be structured, we found there are a variety of approaches being used. Of the 46 cities that have used the multi-year approach, ten have reverted back to a traditional one-year budget and two went back to an annual budget and then switched to a biennial budget again. One county has returned to an annual budget.

Legislative Authority

In 1985, the Washington State Legislature adopted the Municipal Biennial Budget Act, permitting all cities in Washington State to establish a biennial, or a two-year, budget. The legislature granted

¹This article is a revision of one Mike Bailey wrote for *Budget Suggestions for 2004*.

²These numbers include Bainbridge Island and Seattle, which adopt annual budgets with "endorsed" budgets for the second year, and King County, which started using a biennial budget for some departments in 2013-2014 and plans to switch the remaining departments to a biennial budget in 2015-2016.

Budget Suggestions for 2014

the same authority to counties in 1995. The law permits cities and counties to adopt a two-year appropriation. An appropriation represents a local government's legal authority to expend funds. Traditionally, the appropriations have been for one-year terms. Biennial budgets have extended this legal authority so that a city or county legislative body may approve an appropriation, or budget, for a full two-year term without subsequent action (note, however, that a "mid-biennium review" is required and could be considered a subsequent action).

Cities are required to make the decision to use a biennial budget by ordinance. The legislative authority for cities is found under ch. 35.34 RCW (or ch. 35A.34 RCW for code cities). This ordinance must be passed *at least six months before the beginning of the biennium, and a biennium must start on an odd numbered year*. For instance, to begin using a biennial budget for 2015/2016, a city council must adopt an ordinance choosing to use a biennial budget by June 30, 2014. Once a city is using a biennial budget, it can revert back to an annual budget, by ordinance, at the end of a biennium.

Counties find the authority for biennial budgets in RCW 36.40.250. They have more flexibility in choosing when to start their first biennium and when the ordinance or resolution providing for a biennial budget must be adopted.

Reasons for Using a Biennial Budget

Saves Time. The most common reason we hear for using a twenty-four-month appropriation is to consolidate the amount of effort invested in the budget development and approval process. This is true for the finance staff and the department staff preparing the budget materials, and for the council, which reviews the materials and eventually adopts a budget.

While it is agreed that it takes more effort and time to prepare a twenty-four-month budget than a traditional twelve month budget, it does not take *significantly* more time. As a result, over the two-year period, there is a substantial time savings. While this benefit may be obvious as it relates to the staff, the council will also realize a significant time savings that can be invested in other matters.

In our case (Redmond), we invest this time savings in other budget-related matters, such as strategic planning, special project analysis, and performance measurement. Many local government best practices are difficult to implement due to time constraints, and a good example is improved performance management. The significant amount of time devoted to each annual budget can make it difficult to invest adequate time in these other topics, including the performance management aspects of our budget systems. This realization is what specifically led to the recommendation to the Lynnwood city council (when I was working for that city) that it adopt a biennial budget process. In the first biennium, the success of this strategy was already apparent. It enabled staff to refine strategic plans in the "off-budget year" (that is the year during which you would typically be doing an annual budget, but don't need to because of the biennial budget). The council was also able to devote time to review and use the plans more effectively in directing city resources over future years.

In Redmond, we have been able to use the "off-budget year" to develop a Long Range Financial Strategy, conduct studies (such as on our fleet operation, development fees, indirect cost allocation, and others), and work on improving performance management. In addition, Redmond

uses a time-intensive “Budgeting for Outcomes” (BFO) budget model. This approach takes almost a full year to complete. The biennial budget provides us an opportunity to use the BFO approach and not be constantly budgeting. We also use the off-budget year to assess the lessons learned in our prior BFO process and make improvements each cycle.

Almost every entity noted the time savings of a biennial budget. And, they had a multitude of different ways to use the freed-up time. Not having to produce a budget document in the “off” year was mentioned as a big plus by many entities. One city pointed out the extra time provides flexibility to make adjustments in workload when delays occur or something comes up that needs to be dealt with.

Longer Perspective. Another advantage for the use of a biennial budget is the longer perspective it gives the organization in its budgetary planning. Multi-year financial planning has been a recommended practice for a long time (see “Government Finance Officers Association Recommended Budget Practices”)³. Some cities and counties use these “financial plans” to guide the. for formal budgeting that occurs each year. These financial plans do not have the form of an appropriation in an ordinance, so while they help provide focus, they do not take the place of the budget itself. A biennial budget extends the planning horizon of the legal budget appropriation. A budget is an inexact estimate of revenues and authorization of permitted expenditures. The longer view emphasizes the planning aspect of budgeting and this can be good, but it can also introduce difficulties to the process related to forecasting (discussed below).

A city administrator used a vivid analogy to emphasize the benefits of a longer perspective: “It forces us to think longer term and take longer term actions. In an environment of diminishing resources, it is fairly easy to kick the can down the road and save the tough budget-balancing decisions for the next year. With a biennial budget, it is harder to do that. If you are going to kick the can, you have to kick it harder and further.”

And a finance director almost waxed poetic: [A biennial budget] shifts the eyes of the organization up to look out two years rather than just one year ahead....[H]elpful in extending the financial vision for an organization (a six-year forecast now becomes three biennial budgets)

Another finance director finds a biennial budget to be “more transparent on full program costs” when a new program may only incur some of the costs in the first year.

Potential Improvement in Policy View. A variation on the “Longer Perspective” argument is the substantial time available to the policy makers to strategically address financial issues. When budgeting every year, the focus is on *how to balance each budget* rather than on *overall strategic planning*. Finding the time to think strategically is not the normal course of business and is often difficult. The biennium helps create this time and focus attention on future biennia, rather than just finding a way to balance revenues and expenditures.

³“Long-Term Financial Planning,” GFOA Best Practice, 2008 <http://www.gfoa.org/downloads/LongtermFinancialPlanningFINAL.pdf>.

Budget Suggestions for 2014

The off-budget year allows the council to invest time on strategic issues. For example, I've already mentioned the Long Range Finance Strategy developed in Redmond.⁴ Redmond has also developed a Capital Investment Strategy (CIS) in the off-budget year. This tool extends the capital facilities plan out to the planning horizon used in the Comprehensive Plan. The CIS looks out twenty years into the future and assesses the capital investments needed to provide the infrastructure that supports our land-use plans.

Like Redmond, many of the entities spend their extra time the second year developing new policies or fine-tuning existing ones. One city mentioned that the biennial budget helps with contract negotiations – they have put all their contracts, including labor, on the same cycle.

Political Implications. Currently, an annual budget means that every other budget is developed in the context of local elections for many of the policy makers. By design, the city biennial budget is considered in non-election years, as the biennium must be started in odd-numbered years. Counties can also choose this timing as well. Even if politics do not complicate the budget decision making, the elections take a significant amount of a policy maker's time and attention.

Reasons Against Using a Biennial Budget

Some cities (12 by our count) and one county have tried biennial budgets and reverted back to annual budgets. (Two of those 12 cities have subsequently returned to biennial budgets.) Their reasons coincide with those we have heard arguing against using a biennial budget.

Loss of Control. One of the concerns expressed was a loss of control over budgeted expenditures. While we are not aware of examples of serious budget problems attributed to the use of a biennial budget, loss of control was identified as a problem significant enough to lead some cities to revert back to an annual budget. In one of these situations, the city council felt it lacked adequate control over the budget and initiated the return to an annual budget.

Two respondents reported that the "council feels as if it is losing something." One person emphasized that the staff and administration need the council's trust. Another said he reminded the council that the city could always go back to an annual budget if it wanted to; this reassured them.

Providing enough time for deliberations so the council does not feel pressured was another suggestion for raising the council's comfort level. "Let there be as many meetings as required. Don't rush the Council. If time runs out before the agenda is complete, move it to the next meeting. We schedule all the meetings up front and add an additional meeting or two in the event we need it. Therefore, the worst case would be not having to meet."

A number of cities commented that their councils liked having the extra time to work on non-budget issues; that the council thought a biennial budget provided a better use of the city resources than an annual one.

⁴A copy of the report, "Redmond's Financial Strategy: A six-year long-range financial strategy," Revision No. 1, Adopted November 15, 2011, can be found at www.mrsc.org/govdocs/r42lrf.pdf.

Change in Leadership. In a few examples, a new finance director or new city manager did not want to use a biennial budget. The reasons stated were concern over the extended term of the forecasts and the potential for changes in economic conditions. This is more likely in situations where someone new to the city is faced with making these important recommendations.

Difficulty in Forecasting. Another reason cited against the use of biennial budgets is the difficulty in forecasting revenues and variable expenditures. Two-year budgets require all the estimates and forecasts, which were already difficult enough to do for twelve months, now be done for a twenty-four-month period. Forecasting sales taxes, medical benefit costs, changes in pay for staff, and many other variables in a budget can be tricky. It is more than twice as tricky for twice the period of time. Changes in the economy, in state and local laws, and other changes may further complicate the ability to develop accurate estimates for budget development.

I asked a few cities whether the anticipated time savings from a biennial budget were taken up by trying to balance the budget during the recession. One city said they began talking about reductions right after adopting the 2009-2010 budget, and it seemed as if it was “all budget, all the time” during that biennium. I suspect that I would have received more answers like this one if I had asked a specific question rather than simply saying “What do you like least about a biennial budget?” Another respondent commented on the cumulative effect in the second year of receiving revenues lower than forecast in the first year. He also pointed out that “budget deficits tend to be larger in scale when looking at a two-year period and therefore are inherently more difficult to resolve, although the reality in some cases is that you do have a longer period of time to address the deficit.”

Some cities, which in “normal times” allowed their department heads to have lots of flexibility in spending their budget (see below), noted that during the recession they watched first year expenditures more closely and warned their departments that funds remaining from year 1 would only be available to them for year 2 expenditures with the approval of the finance director. Of course, in some cities, year 1 under expenditures are never available to the departments, even in “good” years.

Not realizing the anticipated time savings due to an extensive mid-biennium process. I've heard an entity that tried a biennial budget and then reverted back to an annual budget (and since then reverted back again to a biennial budget) explain that they just didn't see the anticipated time savings during the off-budget year. This was true as a result of either the staff (but usually the city council) wanting the process to include virtually all the normal steps of a traditional budget process. The concern was that the extra effort to do a biennial budget did not result in any efficiencies in the off-budget year – so why do it!

This does point out a tip that I provide those who have asked me about moving to a biennial budget. If you plan to make the change, it will require discipline to manage the mid-biennium budget review (described below) to be a tune-up of the budget. Those that let the review process become another budgeting free-for-all will soon find any time savings erode into this process.

What to do during the mid-biennial review period appears to be a learning process. A number of cities mentioned this as an issue. One said “...we have moved from being pretty nit-picky about the mid-biennial adjustments to line items and are now more focused on the big picture...”

Software problems: *Mike did not mention this, but some of the survey respondents did. “The biggest challenge of biennial budgeting is software limitations,” said one. Perhaps they need to contact Walla Walla, which responded, “Our financial software has a budgeting module that works well with biennial budgets.”*

Forms of Biennial Budgets

The concept of a two-year appropriation is pretty straightforward and is just like it sounds. Rather than a twelve-month window during which the appropriated funds can be legally committed to accomplish the purpose of the government, a biennium provides for a twenty-four-month window. However, while a true biennial budget simply doubles the length of time for which the budget is effective, many cities and counties have adopted variations of this theme.

The reasons why governments choose to use a biennium, and some of the arguments against such a choice, help describe some of the various forms of biennial budgets that we see in use today. The two-year budget is touted as an opportunity to widen the budget-planning horizon and allow more long-term thinking to be a part of the financial planning that the budget represents. This is one of the most common reasons we hear for the use of a biennial budget. On the other hand, we *do not* hear governments choosing this approach because of the greater latitude it provides staff to spend their appropriation over the course of the twenty-four months.

Some of the concerns about using a biennial approach are that staff may not discipline themselves adequately and may spend more of the budget than they should too early in the biennium. As a result, a number of cities and counties choose to restrict access to the second year of the biennium. This restriction is often implemented through the actual ordinance or resolution adopting the biennial budget itself. In other cases, there is no real limitation, but all the reports and budget analyses are done for each separate year.

Seattle and Bainbridge Island, for example, appropriate funds for only the first year and display numbers for the second year in their budgets as “endorsed.”

Nine cities (of the other 34 that we know adopt biennial budgets) and two of the four counties adopt *two, one-year budgets* in their ordinances or resolutions.

The remaining 25 cities and two counties use a two-year appropriation in their budget ordinances (or resolutions). However, they do not all display this information in their published budgets in the same fashion or really allow expenditures to take place in the manner implied.

For example, as far as I can tell from the survey responses,⁵ 10 of these cities (and one county) do not limit how much their departments can spend in either year of the biennium.⁶ Eight of the cities and the county show the expenditures in their budget documents for the two years together, in a single column. The other two cities display the expenditures in separate columns for the two years

⁵Two cities did not respond to the survey.

⁶An exception was during the recession when some said they did tell departments to hold back on their year 1 expenditures. Then they either captured the savings at the end of the first year to cover revenue shortfalls or told the department heads that they needed finance director or city manager approval to spend them.

of the biennium. Four cities and one county appear to be quite firm in restricting expenditures to those planned or allocated for years 1 and 2. They make no mention of possible exceptions.

If you think of each of these two groups as being at opposite ends of a spectrum, then two of the remaining cities appear to be closer to the more flexible end and seven to the more “firm.” However, these seven all expressed some willingness to work with a department that wanted to spend more than the planned amount for year 1. And, one even allows carryovers from year 1 (not because the finance director favors it, but because the council does.)

So, there are lots of different ways to do biennial budgets—from adopting only the first year and endorsing the second to adopting two annual budgets to adopting a biennial amount and then setting up the “spending rules” in a number of different ways. Cities and counties in different financial situations, in different parts of the state, and with differing philosophies about budgeting should all be able to find some version that works for them.

A chart of the cities and counties that use biennial budgets (at least as best we can tell) may be found at the end of this article. Some of the unique characteristics of the individual approaches are listed as well.

Requirements for a Biennial Budget

As previously discussed, an ordinance (or resolution for counties) must be adopted that opts for a biennial budget process. In the case of cities, the biennium must start on an odd-numbered year (2015 would be the next opportunity). The ordinance to use a biennial budget must be adopted at least six months prior to the start of the biennium (again this applies to cities only).

The requirement for cities spells out the steps for developing a biennial budget, while the county statute refers to the annual budget process for guidance. Actually, the required steps for an annual budget development and a biennial budget are very similar. One distinction is the requirement in RCW 35A.34.130 for a “mid-biennium review and modification.” This review and modification is to start no sooner than September 1 and be completed by the end of the year. The purpose of the review and modification is essentially to tune up the budget for any needed refinements (or make larger changes, if needed). This review and modification process requires public hearings. If any modifications to the budget are recommended. As in many of the other provisions related to biennial budgets, the requirements for the mid-biennium review and modification are spelled out in detail for cities and very generally for counties.

As previously indicated, the decision to revert to an annual budget must be made by ordinance and can be effective only at the end of a biennium.

More on Personal Experiences

Implementing a biennial budget was, in many respects, not overly difficult. I would say the biggest difficulty we had was focusing on the full twenty-four-month period during budget deliberations with the city council. It seemed that our discussions focused far more on the first twelve months, at the expense of the second half of the biennium. This was so extensive that there was a fair amount of confusion about what the second twelve months included. It didn't help that a

Budget Suggestions for 2014

contracting economy also significantly complicated the budget process. However, we got much better at looking at the full 24 months in subsequent cycles.

The development of the forms and the assumptions used in the budget was pretty straightforward. Adding the second year to the forms was relatively easy, with the exception of the payroll and benefits forms and the forms for new program proposals. While adding a second year to these was not difficult, we had to agree on which assumptions to use for pay and benefits. Based on the formats we chose, the year that new programs were to begin was also at times unclear. Our success depended on constant communication and the cooperation of department staff working to develop the budget.

I've implemented a biennial budget in Lynnwood, set the stage for reverting back to the biennial approach in Renton, and inherited a very mature biennial budget process in Redmond. Overall, I believe the advantages of the biennial budget significantly outweigh the disadvantages. It is my hope that the discussions in this article have enabled you to evaluate whether a biennial budget is right for you. If you still have questions, feel free to contact me at the City of Redmond.

Cities and Counties That Do Biennial Budgets

Cities	Started	Form	Comments
Auburn	2009-2010	Two one-year budgets	
Bainbridge Island	2009-2010	Appropriation for one-year	"Endorsed" budget for second year.
Battle Ground	2009-2010	Appropriation for two years	Expenditures restricted each year to administrative allocations in budget document.
Bellevue	1997-1998	Appropriation for two years	Each year shown separately in budget document. Like flexibility of two years, but monitor departments annually.
Bonney Lake	2007-2008	Appropriation for two years	Separate years shown as "Estimated Allocations" in budget ordinance. Department heads restricted to those amounts.
Bothell	2003-2004	Appropriation for two years	"True biennial budget –department heads have full authority to spend in any way they see fit...."

2015 ANNUAL BUDGET		DRAFT COMPARISON ANNUAL vs. BIENNIAL		2015 BIENNIAL BUDGET		2016 BIENNIAL BUDGET	
DATE	ITEM	COMMENT	DATE	DATE	DATE	DATE	DATE
	4th Quarterly Report to Council	Final Year-End financials available and carry-forward budget adjustments.					Jan
	1st Quarterly Report to Council						Apr
Jul 9	Headcount Worksheets	Finance prepares and distributes headcount worksheets. (by 2nd Mon. in Sept. RCW 35A.33.030)	Jul 9				N/A
Jul 23	Employee Worksheets Due	Departments return updated employee worksheets to the Finance Department	Jul 23				N/A
Jul 25	Budget Worksheets to Depts	Finance prepares and distributes budget packets to departments	Jul 25				N/A
	2nd Quarterly Report to Council						Jul
August	Revenue Projections	Finance meets with departments to assist with revenue projections.	August				N/A
Aug 22	Budget Worksheets Due (Expenditures /Program Requests)	Departments return updated expenditure worksheets and budget requests to the Finance Department	Aug 22				N/A
	Begin Mid-biennial Review and Modification/Status Worksheet to Depts.	No earlier than 9/1 RCW 35A.34.130					Sept 1
Sept 12	Finance Distributes Updated Budget Info	Finance distributes updated budget worksheets for review by Departments. Submit corrections to Finance	Sept 12				Sept 11
Sept 22 -26	Management Budget Meeting	Management meets to review budget strategic model w/Finance	Sept 22 -26				Sept 21-25
Sept 29-Oct 3	Management/Department Budget Meetings	Management meets with Departments to review individual budget information	Sept 29-Oct 3				Sept 8 2
Sept 22	Budget Estimates	Finance files budget estimates with the Clerk's office (by 4th Mon. in Sept. RCW 35A.33.030)	Sept 22				N/A
Oct 6-10	Management Team Budget Workshops	Management meets with Departments to review new budget requests	Oct 6-10				N/A
Oct 6	State of the City	Administration & Finance presentation to council (RCW 35A.33 by 1 st Mon in Oct)	Oct 6				N/A
Oct 6-10	Budget Workshop Preparation	Finance Department organizes documents for Council Budget Workshop	Oct 6-10				N/A
	3rd Quarterly Report to Council						Oct
Oct 22	Finance Committee Meeting	Meet with Finance Committee regarding Council Budget Workshop	Oct 22				Oct 21
Oct 20-24	Mayor's Budget Message Preparation	Mayor prepares Mayor's Budget Message (by 10/31)	Oct 20-24				N/A
Oct 20	Distribution and hearing date set	Proposed budget delivered to Council with Mayor's Budget Message (60 days before the ensuing fiscal yr. RCW 35A.33.052). Council sets public hearing date	Oct 20				N/A
Oct 27-31	Council Workshop	Schedule Council Workshop during this week	Oct 27-31				N/A
Nov 3-7	Organize Proposed Budget Document	Finance prepares results of workshop into the Proposed Budget Document	Nov 3-7				N/A
Nov 15 & 22	Notice of Filing of Proposed Budget and Property Tax Levy Setting	Clerk publishes notice of filing of proposed budget & property tax levy setting w/city clerk & publishes notice of public hearing on final budget once a week for two consecutive weeks (no later than 1 st 2 wks in November)	Nov 15 & 22				Nov 7 & 14 Budget Modification/Property Tax Levy Hearing Notice
Nov 24	Property Tax Levy Hearing/Adoption	Council adopts ordinance setting property tax levy (by 11/30)	Nov 24				Nov 23
Nov 24	Public Hearing	Proposed Budget public hearing (by 1 st Monday in Dec)	Nov 24				Nov 23 Budget Modification
Nov 24	Adoption of Budget	Council adopts Budget Ordinance (by 12/31)	Nov 24				Nov 23 Adoption of Budget Modification
Dec 15	Sales Tax Annexation Resolution	Finance presents to Council for approval	Dec 15				Dec 14
Dec 15-Jan 5	Prepare and Publish Final Budget Document	Finance completes and publishes final budget document	Dec 15-Jan 5				N/A

Update
Index #14

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 4/14/14

AGENDA ITEM: LID 71 Bond Ordinance	
PREPARED BY: Sandy Langdon, Finance Director/City Clerk	DIRECTOR APPROVAL:
DEPARTMENT: Finance	
ATTACHMENTS: Proposed Bond Ordinance	
BUDGET CODE:	AMOUNT:

SUMMARY:

The final stage of the Local Improvement District No. 71 is the issuance of the bond to finalize the funding. The proposed ordinance provides the details of the funding and its structure to allow for the City to act quickly to any market change regarding the refunding of the bonds.

RECOMMENDED ACTION:
Consider approval of the LID 71 Bond Ordinance authorizing the funding for the 156 th Street Overpass Local Improvement District No. 71 as prescribed.

Draft dated ~~March~~, April 79, 2014

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Marysville, Washington, ~~relating to contracting indebtedness;~~ providing for the issuance of not to exceed \$~~_____~~8,254,825 aggregate principal amount of local improvement district bonds to provide a portion of the funds necessary to finance public improvements in Local Improvement District No. 71 (“LID No. 71”), make a deposit to the City’s Local Improvement Guaranty Fund, and pay the costs of issuance of the Bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City’s designated representative to approve the final terms of the sale of the bonds; fixing the interest rate on assessments within LID No. 71; and providing for other related matters.

PASSED: [April 14], 2014

This document prepared by:

*Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
(206) 447-4400*

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Exhibit A Parameters for Final Terms

Exhibit B Form of Undertaking to Provide Continuing Disclosure

**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Marysville, Washington, ~~relating to contracting indebtedness;~~ providing for the issuance of not to exceed \$~~_____~~8,254,825 aggregate principal amount of local improvement district bonds to provide a portion of the funds necessary to finance public improvements in Local Improvement District No. 71 ("LID No. 71"), make a deposit to the City's Local Improvement Guaranty Fund, and pay the costs of issuance of the Bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; fixing the interest rate on assessments within LID No. 71; and providing for other related matters.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings and Determinations. The City makes the findings and determinations set forth below. Capitalized terms have the meanings given in Section 2.

(a) *Authority and Description of Project.* By Ordinance No. 2827, passed on September 19, 2010, the City created LID No. 71 for the purpose of carrying out the Project and authorized the issuance of local improvement district bonds to finance a portion of the costs of the Project by repaying interim financing, reimbursing the City for Project costs, making a deposit to the City's Guaranty Fund, and paying the costs of issuance of the Bonds.

(b) *The Note.* Pending the issuance of the Bonds, the City issued the Note to the Bank for the purpose of providing interim financing to pay a portion of the costs of the Project. The Note matures on September 1, 2014, and the City reserved the right to the prepay at any time prior to its maturity the principal amount of the Note outstanding at par plus accrued interest to the date of prepayment.

(c) *Plan of Financing.* On February 24, 2014 ~~and March 24, 2014~~,2014, the City Council adopted Ordinance Nos. 2954 and ~~_____~~,2956, respectively, confirming the final assessment roll for LID No. 71 and authorizing the collection of the special assessments levied within LID No. 71. The notices of collection of assessments were first published on March 1, ~~2014~~ ~~_____~~,2014, and March 29, 2014, respectively, and the last day for prepayment of assessments without penalties or interest is April 28, 2014. The total amount of Bonds to be issued will not exceed the balance of assessments unpaid after the expiration of the 30-day prepayment period, and the Bonds shall be repaid from the assessments to be paid in 20 equal annual installments of principal and interest.

(d) *The Bonds.* For the purpose of providing the funds necessary to repay the Note, reimburse the City for costs of the Project, make a deposit to the Guaranty Fund and pay the costs of issuance of the Bonds, the City Council finds that it is in the best interests of the City to issue

and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Contract as approved by the City's Designated Representative consistent with this ordinance.

Section 2. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within an estimated redemption date within a Series, except that if the aggregate principal amount of the Series of the Bonds is not an integral multiple of \$5,000, then the first Bond of that Series shall be in such principal amount as the Designated Representative shall determine.

(b) “*Bank*” means Cashmere Valley Bank, the registered owner of the Note.

(c) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(d) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.

(e) “*Bond Counsel*” means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(f) “*Bond Purchase Contract*” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance of that Series, ~~which offer that is authorized to be accepted by the Designated Representative on behalf of the City pursuant to this ordinance.~~

(g) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of the each Bond.

(h) “*Bond Registrar*” means the Fiscal Agent, the Finance Officer or any successor bond registrar selected by the City Designated Representative in accordance with Exhibit A(ix).

(i) “*City*” means the City of Marysville, Washington, a municipal corporation duly organized and existing under the laws of the State.

(j) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(k) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(l) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City's designated representative in accordance with RCW 39.46.040(2).

(m) “*Designated Representative Certificate*” means the certificate executed by the Designated Representative on the sale date authorizing the Final Terms of each Series of the Bonds.

(n) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(o) “*Final Terms*” means the terms and conditions for the sale of a Series of the Bonds including, but not limited to, the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.

(p) “*Finance Officer*” means the Finance Director or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

(q) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(r) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(s) “*Guaranty Fund*” or “*Local Improvement Guaranty Fund*” means the Local Improvement Guaranty Fund of the City previously created pursuant to Marysville Municipal Code 3.16.010.

(t) “*Interest Payment Date*” means each annual date on which interest on a Bond is due and payable, as set forth in the Bond Purchase Contract.

(u) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(v) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated November 14, 1997, as it may be amended from time to time, or any successor or substitute letter relating to the operations procedures of the Securities Depository.

(w) “*LID Bond Fund*” means the Local Improvement Fund, District No. 71 of the City created for the payment of the principal of and interest on the Bonds.

(x) “*LID No. 71*” means Local Improvement District No. 71, established by Ordinance No. 2827 of the City, passed September 19, 2010, for the purpose of carrying out the Project.

(y) “*MSRB*” means the Municipal Securities Rulemaking Board.

(z) “*Note*” means the City’s outstanding Local Improvement District No. 71 Bond Anticipation Note, 2011 (Non-Revolver Line of Credit).

(aa) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(bb) “*Project*” means the construction of an Interstate 5 overpass at 156th Street NE. For purposes of this ordinance, costs of the Project include all costs of constructing the Project and all other costs permitted for inclusion under RCW 35.44.020 and related statutes, including without limitation, all costs for legal, financial, and appraisal services and any other expenses incurred by the City on behalf of or in the formation of LID No. 71, or in connection with such construction or improvement and in the financing thereof, including the costs of issuance of the Bonds and the cost of providing for increases in the Local Improvement Guaranty Fund.

(cc) “*Project Fund*” means the ~~_____~~ project fund of the City used for the purpose of carrying out the Project.

(dd) “*Purchaser*” means the person, bank, corporation, firm, association, partnership, trust, the City or other legal entity or group of entities selected by the Designated Representative to serve as underwriter or purchaser for a negotiated sale of a Series of the Bonds.

(ee) “*Rating Agency*” means each nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City, if any.

(ff) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an Interest Payment Date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(gg) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book–entry system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(hh) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(ii) “*SEC*” means the United States Securities and Exchange Commission.

(jj) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(kk) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(ll) “*State*” means the State of Washington.

(mm) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 1405 of the City.

(nn) “*Tax-Exempt Bonds*” means any Bond, the interest on which is intended ~~on~~ as of its Issue Date to be excluded from gross income for federal income tax purposes.

(oo) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 14 of this ordinance.

Section 3. Authorization of Bonds. The City is authorized to issue the Bonds to provide the funds necessary to pay or reimburse a portion of the costs of the Project, including without limitation repaying the Note, reimbursing the City for costs of the Project, making a deposit to the Guaranty Fund, and paying the costs of issuance of the Bonds. The cost of insuance of the Bond shall include, but not be limited to, the underwriter’s discount, the underwriter’s counsel fee, the bond couasel fee and the financial advisor fee. The Bonds shall evidence indebtedness in an amount not to exceed the total amount on the assessment roll for LID No. 71 remaining uncollected after the expiration of the 30 day prepayment period, and in any event shall not exceed the total amount of the assessment roll (\$~~_____~~8,254,825), as further described in Exhibit A attached to this ordinance and incorporated by this reference.

Section 4. Description of the Bonds; Appointment of Designated Representative. The Finance Officer is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds, in one or more Series bearing the same Issue Date, in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest, and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Designated Representative shall appoint the Bond Registrar for each Series of the Bonds in accordance with Exhibit A. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City’s paying agent for the Bonds and to carry out all of the Bond Registrar’s powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar’s Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds of an equal aggregate principal amount and of the same Series, interest rate, estimated redemption date and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any

Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* The Designated Representative may determine whether each Series of the Bonds is to be issued in certificated or fully immobilized book-entry only form. If a Series of the Bonds is issued in book-entry form, DTC shall be appointed as initial Securities Depository. Each Bond of such Series initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Series of the Bonds is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Series of the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond of such Series may be transferred to any person as provided in this ordinance. Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate Of Authentication. This Bond is one of the fully registered City of Marysville, Washington, Local Improvement District No. 71 Bonds.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America solely out of the LID Bond Fund or from the Local Improvement Guaranty Fund of the City. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on each Interest Payment Date, or by check or draft of the Bond Registrar mailed on such Interest Payment Date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received at least ten days prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Funds and Accounts.

(a) *LID Bond Fund; Deposit of Assessments.* The LID Bond Fund has been previously created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. All collections pertaining to payments of assessments on the assessment roll of LID No. 71, including prepayments, installment payments, and interest and penalties thereon, shall be deposited in the LID Bond Fund. Prior to the Issue Date, any money on hand in the LID Bond Fund may be used to pay or reimburse costs of the Project, may be transferred to the Guaranty Fund, or may be retained therein for the payment of principal of or interest on the Bonds, as determined by the Finance Officer. After the Issue Date, money on hand in the LID Bond Fund shall be used solely to pay interest on the Bonds, to redeem outstanding Bonds in accordance with Section 9, or to pay for costs of collecting delinquent assessments. Until needed for such purposes, the City may invest money in the LID Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the LID Bond Fund and used for the purposes of that fund.

(b) *Project Fund; Deposit of Bond Proceeds.* The principal proceeds received from the sale and delivery of each Series of the Bonds, which amounts are not needed to fund the Guaranty Fund deposit described below, shall be paid into or allocated to the Project Fund and used to repay the Note. Any proceeds thereafter remaining in the Project Fund may be allocated or transferred to such other funds, accounts, or subaccounts of the City as the Finance Officer may determine, in order to pay or reimburse the City for all or part of the costs of the Project and to pay the costs of issuance of the Bonds. Until needed for such purposes, the City may invest the principal proceeds of the Bonds temporarily in any legal investment, and the investment earnings shall be deposited in the LID Bond Fund. Earnings subject to a federal tax or rebate requirement may be withdrawn from any such fund or account and used for those tax or rebate purposes. Any proceeds of Bonds remaining in the Project Fund after paying or reimbursing the costs of the Project, the costs of issuing the Bonds, and for the purposes set forth in this section, or after the City Council has determined that the expenditure of such bond proceeds for those purposes is no longer necessary or appropriate, may be used to pay principal of and interest on the Bonds consistent with applicable law.

(c) *Guaranty Fund.* On the Issue Date, proceeds of each Series of the Bonds equal to not more than 10% of the issue price of such Series shall be deposited into the Guaranty Fund such

that the balance in the Guaranty Fund equals not less than the balance required to be maintained under this subsection. For so long as any of the Bonds remain outstanding, the City shall take such actions as may be necessary, consistent with chapter 35.54 RCW and other applicable state law, to maintain such balance in the Guaranty Fund as the ~~Finance Officer~~ Designated Representative determines, in his or her sole discretion, is reasonable. The Designated Representative may accept, as a term or condition set forth in the Bond Purchase Agreement, minimum funding levels or other covenants with respect to the Guaranty Fund, consistent with state law, provided that no such requirement may specify a minimum balance in excess of 10% of the principal amount of bonds outstanding against the Guaranty Fund. Interest and earnings from the Local Improvement Guaranty Fund shall be retained within the Guaranty Fund. The Finance Officer may establish subaccounts within the Guaranty Fund, from time to time as the Finance Officer deems necessary or desirable for purposes of accounting for the investment of money therein. Money in the Guaranty Fund shall be used solely for the payment of bonds secured by such fund and as otherwise set forth in chapters 35.49 and 35.54 RCW and other applicable law.

Section 9. Maturity; Redemption Provisions and Purchase of Bonds.

(a) *Maturity.* All Bonds shall bear a maturity date and estimated redemption date approved by the Designated Representative in accordance with Section 4.

(b) *Redemption Provisions.* The City shall call Bonds for redemption in whole or in part in Authorized Denominations in the order of Series and, within each Series, in the order of an estimated redemption schedule ~~as set forth in the Designated Representative Certificate~~ within each maturity, on each Interest Payment Date when there is money in the LID Bond Fund from assessment payments (including principal, interest, and penalties thereon) sufficient to pay the Bond (or portion thereof) so called over and above the amount required for the payment of the interest payable on all unpaid Bonds on that Interest Payment Date. The order of Series to be called and the estimated redemption schedule within each maturity of each Series shall be determined by the Designated Representative and set forth in the Designated Representative Certificate. Bonds shall be redeemed at a redemption price equal to the stated principal amount to be redeemed plus interest accrued thereon to the redemption date. {At the option of the City in its sole discretion, Bonds may be called and paid in whole or in part on an Interest Payment Date from other money of the City legally available therefor and deposited in the Bond Fund on or after the dates set forth in the Bond Purchase Contract. Nothing in the preceding sentence requires payment from any source other than the funds pledged in Section 10 hereof.}

(c) *Selection of Bonds for Redemption; Partial Redemption.* For so long as a Series of the Bonds is registered in the name of the Securities Depository, if less than all of the principal amount of Bonds with the same estimated redemption date ~~are~~ is to be redeemed, the Securities Depository shall select the proportion of those Bonds to be redeemed in accordance with the Letter of Representations. If a Series of the Bonds is not registered in the name of the Securities Depository, the Bond Registrar shall select the proportion of those Bonds with the same estimated redemption date to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the

Registered Owner, without charge, a new Bond, bearing the same Series, estimated redemption date and interest rate, in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 15 nor more than 45 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Officer shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Redemption Notice.* In the case of any redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice by giving a notice of rescission to the affected Registered Owner(s) at any time on or prior to the date fixed for redemption. Any notice of redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on the principal portion of each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless the notice of redemption is rescinded as set forth above or payment is not made for the Bond called for redemption.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Pledge of Assessment Payments. Assessments collected in LID No. 71, together with interest and penalties, if any, are pledged to the payment of the Bonds, which are payable solely out of the LID Bond Fund and the Local Improvement Guaranty Fund of the City, all in the manner provided by law. The Bonds are not general obligations of the City. The City covenants that it will diligently commence and pursue the collection of all delinquent assessments in LID No. 71.

Section 11. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Tax-Exempt Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Tax-Exempt Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Tax-Exempt Bonds or other funds of the City treated as proceeds of the Tax-Exempt Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Tax-Exempt Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Tax-Exempt Bonds.

(b) *Post-Issuance Compliance.* The Finance Officer is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Tax-Exempt Bonds from being included in gross income for federal tax purposes.

Section 12. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 13. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds to the Purchaser by negotiated sale based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors.

(b) *Procedure for Negotiated Sale.* The Designated Representative shall select one or more Purchasers with whom to negotiate the sale of a Series of the Bonds. A Bond Purchase Contract shall set forth the Final Terms of the sale of each Series. The Designated Representative is authorized to execute the Bond Purchase Contract on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Contract, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 14. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review the form of the preliminary official statement prepared in connection with the sale of

a Series of the Bonds to the public. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, the Designated Representative is authorized to deem that preliminary official statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary official statement that has been deemed final in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final official statement for any Series of the Bonds to be sold to the public in the form of the preliminary official statement, with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final official statement to the Purchaser. The City authorizes and approves the distribution by the Purchaser of that final official statement to purchasers and potential purchasers of such Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for a Series of the Bonds, the Designated Representative is authorized and directed to execute a written undertaking to provide continuing disclosure for the benefit of holders of such Series of the Bonds in substantially the form attached as Exhibit B.

Section 15. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 16. Fixing Interest Rate on Assessments. The interest rate on the installment payments of the special assessments in LID No. 71 is fixed at a rate equal to ~~0.5~~% plus the all-in true interest cost of the Bonds, as set forth in the Bond Purchase Contract, carried out to two decimal places. If the Bonds are issued in more than one Series, the all-in true interest cost shall mean a blended rate of all Series of the Bonds.

Section 17. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Bonds to the Purchaser and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 18. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 19. Conflicts with Marysville Municipal Code. To the extent that anything contained in this ordinance is inconsistent with any provision set forth in the Marysville Municipal Code, this ordinance and state law shall be deemed to be the controlling law for the narrow and specific purpose of authorizing the Bonds described herein, and such provisions of the Marysville Municipal Code shall not apply.

Section 20. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, at a regular meeting thereof, this {14th day of April}, 2014.

Mayor

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

Bond Counsel

Attachments:

Exhibit A – Description of the Bonds

Exhibit B – Form of Undertaking to Provide Continuing Disclosure

EXHIBIT A
DESCRIPTION OF THE BONDS

- (i) **Principal Amount.** The Bonds may be issued in one or more Series and the aggregate principal amount of the Bonds shall not exceed the total amount on the assessment roll remaining uncollected after the expiration of the 30 day prepayment period, and in any event shall not exceed the total amount of the assessment roll (\$~~_____~~8,254,825). To facilitate delivery of the Bonds through the Securities Depository, the principal amount may be rounded down to the nearest dollar.
- (ii) **Date or Dates.** Each Bond shall be dated its Issue Date, which date may not be later than one year after the effective date of this ordinance and may not occur prior to 20 days after the expiration of the 30 day prepayment period for paying assessments. All Series of the Bonds shall bear the same Issue Date.
- (iii) **Denominations, Name, etc.** The Bonds shall be issued in Authorized Denominations, initially with one Bond corresponding to each estimated redemption date within a Series. The Bonds shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative or the Bond Registrar.
- (iv) **Interest Rate(s).** Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed ~~_____~~6.75%, and the all-in true interest cost to the City for each Series of the Bonds may not exceed ~~_____~~7.00%.
- (v) **Interest Payment Dates.** Interest shall be payable at fixed rates annually on such Interest Payment Dates as are acceptable to the Designated Representative, commencing no later than 6 months after the first assessment installment payment ~~date[s]~~dates following the Issue Date.
- (vi) **~~Final~~ Maturity Dates.** The Bonds shall mature on any Interest Payment Date acceptable to the Designated Representative, except that the final maturity date of the Bonds shall be on the Interest Payment Date next occurring after the date that is at least 2 years after the final assessment installment payment due date.

(vii) Redemption Rights.

The Bonds shall be subject to redemption on Interest Payment Dates, as set forth in Section 9 of this ordinance. The Designated Representative shall approve the order in which each Series will be redeemed and within each maturity of each Series an estimated redemption schedule setting forth the ~~expected~~estimated dates and amounts of such redemptions.

(viii) Price.

The purchase price for each Series of the Bonds shall be equal to the stated aggregate principal amount of that Series less a discount (including a Purchaser's discount and any original issue discount) of not to exceed ~~{—}~~1.00%-2.50%

(ix) Other Terms & Conditions.

The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; may designate a Series of the Bonds as Tax-Exempt Bonds or as taxable Bonds; may appoint the Fiscal Agent or the Finance Officer as the initial Bond Registrar ~~øffor~~ for a Series of the Bonds; agree to a minimum Guaranty Fund balance requirement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

[Form of]
UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE

City of Marysville, Washington
Local Improvement District No. 71 Bonds

The City of Marysville, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. ____ of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City or any obligated person, as such “obligated person” and “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or an obligated person or the sale of all or substantially all of the assets of the City or an obligated person other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (iii) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

- (b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):
- (i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (2) a statement of the outstanding balance of obligations secured by the Local Improvement Guaranty Fund; (3) the balance of cash and investments in the Local Improvement Guaranty Fund at fiscal year end; and (4) a statement of the amount of assessments that the City billed and collected in that fiscal year;
 - (ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2013; and
 - (iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.
- (c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.
- (d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.
- (e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.
- (f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole

remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Officer or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, City Clerk of the City of Marysville, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on April 14, 2014, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date [is/was] _____, 2014.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: April 14, 2014.

CITY OF MARYSVILLE, WASHINGTON

Deputy City Clerk

April 9, 2014

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Marysville, Washington, providing for the issuance of not to exceed \$8,254,825 aggregate principal amount of local improvement district bonds to provide a portion of the funds necessary to finance public improvements in Local Improvement District No. 71 (“LID No. 71”), make a deposit to the City’s Local Improvement Guaranty Fund, and pay the costs of issuance of the Bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City’s designated representative to approve the final terms of the sale of the bonds; fixing the interest rate on assessments within LID No. 71; and providing for other related matters.

PASSED: [April 14], 2014

This document prepared by:

*Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
(206) 447-4400*

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Exhibit A Parameters for Final Terms

Exhibit B Form of Undertaking to Provide Continuing Disclosure

**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Marysville, Washington, providing for the issuance of not to exceed \$8,254,825 aggregate principal amount of local improvement district bonds to provide a portion of the funds necessary to finance public improvements in Local Improvement District No. 71 (“LID No. 71”), make a deposit to the City’s Local Improvement Guaranty Fund, and pay the costs of issuance of the Bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City’s designated representative to approve the final terms of the sale of the bonds; fixing the interest rate on assessments within LID No. 71; and providing for other related matters.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings and Determinations. The City makes the findings and determinations set forth below. Capitalized terms have the meanings given in Section 2.

(a) *Authority and Description of Project.* By Ordinance No. 2827, passed on September 19, 2010, the City created LID No. 71 for the purpose of carrying out the Project and authorized the issuance of local improvement district bonds to finance a portion of the costs of the Project by repaying interim financing, reimbursing the City for Project costs, making a deposit to the City’s Guaranty Fund, and paying the costs of issuance of the Bonds.

(b) *The Note.* Pending the issuance of the Bonds, the City issued the Note to the Bank for the purpose of providing interim financing to pay a portion of the costs of the Project. The Note matures on September 1, 2014, and the City reserved the right to the prepay at any time prior to its maturity the principal amount of the Note outstanding at par plus accrued interest to the date of prepayment.

(c) *Plan of Financing.* On February 24, 2014 and March 24, 2014, the City Council adopted Ordinance Nos. 2954 and 2956, respectively, confirming the final assessment roll for LID No. 71 and authorizing the collection of the special assessments levied within LID No. 71. The notices of collection of assessments were first published on March 1, 2014, and March 29, 2014, respectively, and the last day for prepayment of assessments without penalties or interest is April 28, 2014. The total amount of Bonds to be issued will not exceed the balance of assessments unpaid after the expiration of the 30-day prepayment period, and the Bonds shall be repaid from the assessments to be paid in 20 equal annual installments of principal and interest.

(d) *The Bonds.* For the purpose of providing the funds necessary to repay the Note, reimburse the City for costs of the Project, make a deposit to the Guaranty Fund and pay the costs of issuance of the Bonds, the City Council finds that it is in the best interests of the City to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Contract as approved by the City’s Designated Representative consistent with this ordinance.

Section 2. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within an estimated redemption date within a Series, except that if the aggregate principal amount of the Series of the Bonds is not an integral multiple of \$5,000, then the first Bond of that Series shall be in such principal amount as the Designated Representative shall determine.

(b) “*Bank*” means Cashmere Valley Bank, the registered owner of the Note.

(c) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(d) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.

(e) “*Bond Counsel*” means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(f) “*Bond Purchase Contract*” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance of that Series that is accepted by the Designated Representative on behalf of the City pursuant to this ordinance.

(g) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of the each Bond.

(h) “*Bond Registrar*” means the Fiscal Agent, the Finance Officer or any successor bond registrar selected by the Designated Representative in accordance with Exhibit A(ix).

(i) “*City*” means the City of Marysville, Washington, a municipal corporation duly organized and existing under the laws of the State.

(j) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(k) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(l) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(m) “*Designated Representative Certificate*” means the certificate executed by the Designated Representative on the sale date authorizing the Final Terms of each Series of the Bonds.

- (n) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.
- (o) “*Final Terms*” means the terms and conditions for the sale of a Series of the Bonds including, but not limited to, the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.
- (p) “*Finance Officer*” means the Finance Director or such other officer of the City who succeeds to substantially all of the responsibilities of that office.
- (q) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.
- (r) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.
- (s) “*Guaranty Fund*” or “*Local Improvement Guaranty Fund*” means the Local Improvement Guaranty Fund of the City previously created pursuant to Marysville Municipal Code 3.16.010.
- (t) “*Interest Payment Date*” means each annual date on which interest on a Bond is due and payable, as set forth in the Bond Purchase Contract.
- (u) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.
- (v) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated November 14, 1997, as it may be amended from time to time, or any successor or substitute letter relating to the operations procedures of the Securities Depository.
- (w) “*LID Bond Fund*” means the Local Improvement Fund, District No. 71 of the City created for the payment of the principal of and interest on the Bonds.
- (x) “*LID No. 71*” means Local Improvement District No. 71, established by Ordinance No. 2827 of the City, passed September 19, 2010, for the purpose of carrying out the Project.
- (y) “*MSRB*” means the Municipal Securities Rulemaking Board.
- (z) “*Note*” means the City’s outstanding Local Improvement District No. 71 Bond Anticipation Note, 2011 (Non-Revolver Line of Credit).
- (aa) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(bb) “*Project*” means the construction of an Interstate 5 overpass at 156th Street NE. For purposes of this ordinance, costs of the Project include all costs of constructing the Project and all other costs permitted for inclusion under RCW 35.44.020 and related statutes, including without limitation, all costs for legal, financial, and appraisal services and any other expenses incurred by the City on behalf of or in the formation of LID No. 71, or in connection with such construction or improvement and in the financing thereof, including the costs of issuance of the Bonds and the cost of providing for increases in the Local Improvement Guaranty Fund.

(cc) “*Project Fund*” means the project fund of the City used for the purpose of carrying out the Project.

(dd) “*Purchaser*” means the person, bank, corporation, firm, association, partnership, trust, the City or other legal entity or group of entities selected by the Designated Representative to serve as underwriter or purchaser for a negotiated sale of a Series of the Bonds.

(ee) “*Rating Agency*” means each nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City, if any.

(ff) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an Interest Payment Date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(gg) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book–entry system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(hh) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(ii) “*SEC*” means the United States Securities and Exchange Commission.

(jj) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(kk) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(ll) “*State*” means the State of Washington.

(mm) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 1405 of the City.

(nn) “*Tax-Exempt Bonds*” means any Bond, the interest on which is intended as of its Issue Date to be excluded from gross income for federal income tax purposes.

(oo) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 14 of this ordinance.

Section 3. Authorization of Bonds. The City is authorized to issue the Bonds to provide the funds necessary to pay or reimburse a portion of the costs of the Project, including without limitation repaying the Note, reimbursing the City for costs of the Project, making a deposit to the Guaranty Fund, and paying the costs of issuance of the Bonds. The costs of issuance of the Bond shall include, but not be limited to, the underwriter’s discount, the underwriter’s counsel fee, the bond counsel fee and the financial advisor fee. The Bonds shall evidence indebtedness in an amount not to exceed the total amount on the assessment roll for LID No. 71 remaining uncollected after the expiration of the 30 day prepayment period, and in any event shall not exceed the total amount of the assessment roll (\$8,254,825), as further described in Exhibit A attached to this ordinance and incorporated by this reference.

Section 4. Description of the Bonds; Appointment of Designated Representative. The Finance Officer is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds, in one or more Series bearing the same Issue Date, in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest, and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Designated Representative shall appoint the Bond Registrar for each Series of the Bonds in accordance with Exhibit A. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City’s paying agent for the Bonds and to carry out all of the Bond Registrar’s powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar’s Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds of an equal aggregate principal amount and of the same Series, interest rate, estimated redemption date and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange

or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* The Designated Representative may determine whether each Series of the Bonds is to be issued in certificated or fully immobilized book-entry only form. If a Series of the Bonds is issued in book-entry form, DTC shall be appointed as initial Securities Depository. Each Bond of such Series initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Series of the Bonds is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Series of the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond of such Series may be transferred to any person as provided in this ordinance. Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate Of Authentication. This Bond is one of the fully registered City of Marysville, Washington, Local Improvement District No. 71 Bonds." The authorized signing of a Certificate of Authentication

shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America solely out of the LID Bond Fund or from the Local Improvement Guaranty Fund of the City. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on each Interest Payment Date, or by check or draft of the Bond Registrar mailed on such Interest Payment Date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received at least ten days prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Funds and Accounts.

(a) *LID Bond Fund; Deposit of Assessments.* The LID Bond Fund has been previously created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. All collections pertaining to payments of assessments on the assessment roll of LID No. 71, including prepayments, installment payments, and interest and penalties thereon, shall be deposited in the LID Bond Fund. Prior to the Issue Date, any money on hand in the LID Bond Fund may be used to pay or reimburse costs of the Project, may be transferred to the Guaranty Fund, or may be retained therein for the payment of principal of or interest on the Bonds, as determined by the Finance Officer. After the Issue Date, money on hand in the LID Bond Fund shall be used solely to pay interest on the Bonds, to redeem outstanding Bonds in accordance with Section 9, or to pay for costs of collecting delinquent assessments. Until needed for such purposes, the City may invest money in the LID Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the LID Bond Fund and used for the purposes of that fund.

(b) *Project Fund; Deposit of Bond Proceeds.* The principal proceeds received from the sale and delivery of each Series of the Bonds, which amounts are not needed to fund the Guaranty Fund deposit described below, shall be paid into or allocated to the Project Fund and used to repay the Note. Any proceeds thereafter remaining in the Project Fund may be allocated or transferred to such other funds, accounts, or subaccounts of the City as the Finance Officer may determine, in order to pay or reimburse the City for all or part of the costs of the Project and to pay the costs of issuance of the Bonds. Until needed for such purposes, the City may invest the principal proceeds of the Bonds temporarily in any legal investment, and the investment earnings shall be deposited in the LID Bond Fund. Earnings subject to a federal tax or rebate requirement may be withdrawn from any such fund or account and used for those tax or rebate purposes. Any proceeds of Bonds remaining in the Project Fund after paying or reimbursing the costs of the Project, the costs of issuing the Bonds, and for the purposes set forth in this section, or after the City Council has determined that the expenditure of such bond proceeds for those purposes is

no longer necessary or appropriate, may be used to pay principal of and interest on the Bonds consistent with applicable law.

(c) *Guaranty Fund.* On the Issue Date, proceeds of each Series of the Bonds equal to not more than 10% of the issue price of such Series shall be deposited into the Guaranty Fund such that the balance in the Guaranty Fund equals not less than the balance required to be maintained under this subsection. For so long as any of the Bonds remain outstanding, the City shall take such actions as may be necessary, consistent with chapter 35.54 RCW and other applicable state law, to maintain such balance in the Guaranty Fund as the Designated Representative determines, in his or her sole discretion, is reasonable. The Designated Representative may accept, as a term or condition set forth in the Bond Purchase Agreement, minimum funding levels or other covenants with respect to the Guaranty Fund, consistent with state law, provided that no such requirement may specify a minimum balance in excess of 10% of the principal amount of bonds outstanding against the Guaranty Fund. Interest and earnings from the Local Improvement Guaranty Fund shall be retained within the Guaranty Fund. The Finance Officer may establish subaccounts within the Guaranty Fund, from time to time as the Finance Officer deems necessary or desirable for purposes of accounting for the investment of money therein. Money in the Guaranty Fund shall be used solely for the payment of bonds secured by such fund and as otherwise set forth in chapters 35.49 and 35.54 RCW and other applicable law.

Section 9. Maturity; Redemption Provisions and Purchase of Bonds.

(a) *Maturity.* All Bonds shall bear a maturity date and estimated redemption date approved by the Designated Representative in accordance with Section 4.

(b) *Redemption Provisions.* The City shall call Bonds for redemption in whole or in part in Authorized Denominations in the order of Series and, within each Series, in the order of an estimated redemption schedule within each maturity, on each Interest Payment Date when there is money in the LID Bond Fund from assessment payments (including principal, interest, and penalties thereon) sufficient to pay the Bond (or portion thereof) so called over and above the amount required for the payment of the interest payable on all unpaid Bonds on that Interest Payment Date. The order of Series to be called and the estimated redemption schedule within each maturity of each Series shall be determined by the Designated Representative and set forth in the Designated Representative Certificate. Bonds shall be redeemed at a redemption price equal to the stated principal amount to be redeemed plus interest accrued thereon to the redemption date. At the option of the City in its sole discretion, Bonds may be called and paid in whole or in part on an Interest Payment Date from other money of the City legally available therefor and deposited in the Bond Fund on or after the dates set forth in the Bond Purchase Contract. Nothing in the preceding sentence requires payment from any source other than the funds pledged in Section 10 hereof.

(c) *Selection of Bonds for Redemption; Partial Redemption.* For so long as a Series of the Bonds is registered in the name of the Securities Depository, if less than all of the principal amount of Bonds with the same estimated redemption date is to be redeemed, the Securities Depository shall select the proportion of those Bonds to be redeemed in accordance with the Letter of Representations. If a Series of the Bonds is not registered in the name of the Securities

Depository, the Bond Registrar shall select the proportion of those Bonds with the same estimated redemption date to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond, bearing the same Series, estimated redemption date and interest rate, in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 15 nor more than 45 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Officer shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Redemption Notice.* In the case of any redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice by giving a notice of rescission to the affected Registered Owner(s) at any time on or prior to the date fixed for redemption. Any notice of redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on the principal portion of each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless the notice of redemption is rescinded as set forth above or payment is not made for the Bond called for redemption.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Pledge of Assessment Payments. Assessments collected in LID No. 71, together with interest and penalties, if any, are pledged to the payment of the Bonds, which are payable solely out of the LID Bond Fund and the Local Improvement Guaranty Fund of the City, all in the manner provided by law. The Bonds are not general obligations of the City. The City covenants that it will diligently commence and pursue the collection of all delinquent assessments in LID No. 71.

Section 11. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Tax-Exempt Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Tax-Exempt Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Tax-Exempt Bonds or other funds of the

City treated as proceeds of the Tax-Exempt Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Tax-Exempt Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Tax-Exempt Bonds.

(b) *Post-Issuance Compliance.* The Finance Officer is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Tax-Exempt Bonds from being included in gross income for federal tax purposes.

Section 12. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 13. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds to the Purchaser by negotiated sale based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors.

(b) *Procedure for Negotiated Sale.* The Designated Representative shall select one or more Purchasers with whom to negotiate the sale of a Series of the Bonds. A Bond Purchase Contract shall set forth the Final Terms of the sale of each Series. The Designated Representative is authorized to execute the Bond Purchase Contract on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Contract, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 14. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review the form of the preliminary official statement prepared in connection with the sale of a Series of the Bonds to the public. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, the Designated Representative is authorized to deem that preliminary official statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary official statement that has been deemed final in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final official statement for any Series of the Bonds to be sold to the public in the form of the preliminary official statement, with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final official statement to the Purchaser. The City authorizes and approves the distribution by the Purchaser of that final official statement to purchasers and potential purchasers of such Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for a Series of the Bonds, the Designated Representative is authorized and directed to execute a written undertaking to provide continuing disclosure for the benefit of holders of such Series of the Bonds in substantially the form attached as Exhibit B.

Section 15. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 16. Fixing Interest Rate on Assessments. The interest rate on the installment payments of the special assessments in LID No. 71 is fixed at a rate equal to 0.5% plus the all-in true interest cost of the Bonds, as set forth in the Bond Purchase Contract, carried out to two decimal places. If the Bonds are issued in more than one Series, the all-in true interest cost shall mean a blended rate of all Series of the Bonds.

Section 17. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to

execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Bonds to the Purchaser and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 18. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 19. Conflicts with Marysville Municipal Code. To the extent that anything contained in this ordinance is inconsistent with any provision set forth in the Marysville Municipal Code, this ordinance and state law shall be deemed to be the controlling law for the narrow and specific purpose of authorizing the Bonds described herein, and such provisions of the Marysville Municipal Code shall not apply.

Section 20. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, at a regular meeting thereof, this 14th day of April, 2014.

Mayor

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

Bond Counsel

Attachments:

Exhibit A – Description of the Bonds

Exhibit B – Form of Undertaking to Provide Continuing Disclosure

EXHIBIT A
DESCRIPTION OF THE BONDS

- (i) **Principal Amount.** The Bonds may be issued in one or more Series and the aggregate principal amount of the Bonds shall not exceed the total amount on the assessment roll remaining uncollected after the expiration of the 30 day prepayment period, and in any event shall not exceed the total amount of the assessment roll (\$8,254,825). To facilitate delivery of the Bonds through the Securities Depository, the principal amount may be rounded down to the nearest dollar.
- (ii) **Date or Dates.** Each Bond shall be dated its Issue Date, which date may not be later than one year after the effective date of this ordinance and may not occur prior to 20 days after the expiration of the 30 day prepayment period for paying assessments. All Series of the Bonds shall bear the same Issue Date.
- (iii) **Denominations, Name, etc.** The Bonds shall be issued in Authorized Denominations, initially with one Bond corresponding to each estimated redemption date within a Series. The Bonds shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative or the Bond Registrar.
- (iv) **Interest Rate(s).** Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 6.75%, and the all-in true interest cost to the City for each Series of the Bonds may not exceed 7.00%.
- (v) **Interest Payment Dates.** Interest shall be payable at fixed rates annually on such Interest Payment Dates as are acceptable to the Designated Representative, commencing no later than 6 months after the first assessment installment payment dates following the Issue Date.

- (vi) Maturity Dates. The Bonds shall mature on any Interest Payment Date acceptable to the Designated Representative, except that the final maturity date of the Bonds shall be on the Interest Payment Date next occurring after the date that is at least 2 years after the final assessment installment payment due date.
- (vii) Redemption Rights. The Bonds shall be subject to redemption on Interest Payment Dates, as set forth in Section 9 of this ordinance. The Designated Representative shall approve the order in which each Series will be redeemed and within each maturity of each Series an estimated redemption schedule setting forth the estimated dates and amounts of such redemptions.
- (viii) Price. The purchase price for each Series of the Bonds shall be equal to the stated aggregate principal amount of that Series less a discount (including a Purchaser's discount and any original issue discount) of not to exceed 2.50%.
- (ix) Other Terms & Conditions. The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; may designate a Series of the Bonds as Tax-Exempt Bonds or as taxable Bonds; may appoint the Fiscal Agent or the Finance Officer as the initial Bond Registrar for a Series of the Bonds; agree to a minimum Guaranty Fund balance requirement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

[Form of]
UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE

City of Marysville, Washington
Local Improvement District No. 71 Bonds

The City of Marysville, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. ____ of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City or any obligated person, as such “obligated person” and “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or an obligated person or the sale of all or substantially all of the assets of the City or an obligated person other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (iii) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

- (b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):
- (i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (2) a statement of the outstanding balance of obligations secured by the Local Improvement Guaranty Fund; (3) the balance of cash and investments in the Local Improvement Guaranty Fund at fiscal year end; and (4) a statement of the amount of assessments that the City billed and collected in that fiscal year;
 - (ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2013; and
 - (iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.
- (c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.
- (d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.
- (e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.
- (f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The

sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Officer or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, City Clerk of the City of Marysville, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on April 14, 2014, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date [is/was] _____, 2014.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: April 14, 2014.

CITY OF MARYSVILLE, WASHINGTON

Deputy City Clerk

Draft dated March 12, 2014

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; providing for the issuance of not to exceed \$[_____] aggregate principal amount of local improvement district bonds to provide a portion of the funds necessary to finance public improvements in Local Improvement District No. 71 (“LID No. 71”), make a deposit to the City’s Local Improvement Guaranty Fund, and pay the costs of issuance of the Bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City’s designated representative to approve the final terms of the sale of the bonds; fixing the interest rate on assessments within LID No. 71; and providing for other related matters.

PASSED: [April 14], 2014

This document prepared by:

*Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
(206) 447-4400*

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Exhibit A Parameters for Final Terms

Exhibit B Form of Undertaking to Provide Continuing Disclosure

**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; providing for the issuance of not to exceed \$[_____] aggregate principal amount of local improvement district bonds to provide a portion of the funds necessary to finance public improvements in Local Improvement District No. 71 (“LID No. 71”), make a deposit to the City’s Local Improvement Guaranty Fund, and pay the costs of issuance of the Bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City’s designated representative to approve the final terms of the sale of the bonds; fixing the interest rate on assessments within LID No. 71; and providing for other related matters.

THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings and Determinations. The City makes the findings and determinations set forth below. Capitalized terms have the meanings given in Section 2.

(a) *Authority and Description of Project.* By Ordinance No. 2827, passed on September 19, 2010, the City created LID No. 71 for the purpose of carrying out the Project and authorized the issuance of local improvement district bonds to finance a portion of the costs of the Project by repaying interim financing, reimbursing the City for Project costs, making a deposit to the City’s Guaranty Fund, and paying the costs of issuance of the Bonds.

(b) *The Note.* Pending the issuance of the Bonds, the City issued the Note to the Bank for the purpose of providing interim financing to pay a portion of the costs of the Project. The Note matures on September 1, 2014, and the City reserved the right to the prepay at any time prior to its maturity the principal amount of the Note outstanding at par plus accrued interest to the date of prepayment.

(c) *Plan of Financing.* On February 24, 2014[and March 24, 2014], the City Council adopted Ordinance Nos. 2954 and [____], respectively, confirming the final assessment roll for LID No. 71 and authorizing the collection of the special assessments levied within LID No. 71. The notices of collection of assessments were first published on March 1, 2014 [and March 29, 2014, respectively], and the last day for prepayment of assessments without penalties or interest is April 28, 2014. The total amount of Bonds to be issued will not exceed the balance of assessments unpaid after the expiration of the 30 day prepayment period, and the Bonds shall be repaid from the assessments to be paid in 20 equal annual installments of principal and interest. [To be revised if City decides to remove appealed properties from the Bond issue].

(d) *The Bonds.* For the purpose of providing the funds necessary to repay the Note, reimburse the City for the costs of the Project, make a deposit to the Guaranty Fund and pay the costs of issuance of the Bonds, the City Council finds that it is in the best interests of the City to

issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Contract as approved by the City's Designated Representative consistent with this ordinance.

Section 2. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) "*Authorized Denomination*" means \$5,000 or any integral multiple thereof within an estimated redemption date within a Series, except that if the aggregate principal amount of the Series of the Bonds is not an integral multiple of \$5,000, then the first Bond of that Series shall be in such principal amount as the Designated Representative shall determine.

(b) "*Bank*" means Cashmere Valley Bank, the registered owner of the Note.

(c) "*Beneficial Owner*" means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(d) "*Bond*" means each bond issued pursuant to and for the purposes provided in this ordinance.

(e) "*Bond Counsel*" means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(f) "*Bond Purchase Contract*" means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance of that Series, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.

(g) "*Bond Register*" means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of the each Bond.

(h) "*Bond Registrar*" means the Fiscal Agent, or any successor bond registrar selected by the City.

(i) "*City*" means the City of Marysville, Washington, a municipal corporation duly organized and existing under the laws of the State.

(j) "*City Council*" means the legislative authority of the City, as duly and regularly constituted from time to time.

(k) "*Code*" means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(l) "*Designated Representative*" means the officer of the City appointed in Section 4 of this ordinance to serve as the City's designated representative in accordance with RCW 39.46.040(2).

- (m) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.
- (n) “*Final Terms*” means the terms and conditions for the sale of a Series of the Bonds including, but not limited to, the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.
- (o) “*Finance Officer*” means the Finance Director or such other officer of the City who succeeds to substantially all of the responsibilities of that office.
- (p) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.
- (q) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.
- (r) “*Guaranty Fund*” or “*Local Improvement Guaranty Fund*” means the Local Improvement Guaranty Fund of the City previously created pursuant to Marysville Municipal Code 3.16.010.
- (s) “*Interest Payment Date*” means each annual date on which interest on a Bond is due and payable, as set forth in the Bond Purchase Contract.
- (t) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.
- (u) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated November 14, 1997, as it may be amended from time to time, or any successor or substitute letter relating to the operations procedures of the Securities Depository.
- (v) “*LID Bond Fund*” means the Local Improvement Fund, District No. 71 of the City created for the payment of the principal of and interest on the Bonds.
- (w) “*LID No. 71*” means Local Improvement District No. 71, established by Ordinance No. 2827 of the City, passed September 19, 2010, for the purpose of carrying out the Project.
- (x) “*MSRB*” means the Municipal Securities Rulemaking Board.
- (y) “*Note*” means the City’s outstanding Local Improvement District No. 71 Bond Anticipation Note, 2011 (Non-Revolving Line of Credit).
- (z) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(aa) “*Project*” means the construction of an Interstate 5 overpass at 156th Street NE. For purposes of this ordinance, costs of the Project include all costs of constructing the Project and all other costs permitted for inclusion under RCW 35.44.020 and related statutes, including without limitation, all costs for legal, financial, and appraisal services and any other expenses incurred by the City on behalf of or in the formation of LID No. 71, or in connection with such construction or improvement and in the financing thereof, including the costs of issuance of the Bonds and the cost of providing for increases in the Local Improvement Guaranty Fund.

(bb) “*Project Fund*” means the [_____] of the City used for the purpose of carrying out the Project.

(cc) “*Purchaser*” means the person, bank, corporation, firm, association, partnership, trust, or other legal entity or group of entities selected by the Designated Representative to serve as underwriter or purchaser for a negotiated sale of a Series of the Bonds.

(dd) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City, if any.

(ee) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an Interest Payment Date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(ff) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book–entry system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(gg) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(hh) “*SEC*” means the United States Securities and Exchange Commission.

(ii) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(jj) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(kk) “*State*” means the State of Washington.

(ll) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 1405 of the City.

(mm) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 14 of this ordinance.

Section 3. Authorization of Bonds. The City is authorized to issue the Bonds to provide the funds necessary to pay or reimburse a portion of the costs of the Project, including without limitation repaying the Note, reimbursing the City for costs of the Project, making a deposit to the Guaranty Fund, and paying the costs of issuance of the Bonds. The Bonds shall evidence indebtedness in an amount of not to exceed the lesser of (a) the amount of the confirmed assessment roll for LID No. 71 (\$[_____]), or (b) the balance of such assessment roll remaining unpaid at the expiration of the 30-day prepayment period.

Section 4. Description of the Bonds; Appointment of Designated Representative. The Finance Officer is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds, in one or more Series bearing the same Issue Date, in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds of an equal aggregate principal amount and of the same Series, interest rate, estimated redemption date and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* The Designated Representative may determine whether the Bonds are to be issued in certificated or fully immobilized

book-entry only form. If the Bonds are issued in book-entry form, DTC shall be appointed as initial Securities Depository. Each Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance. Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate Of Authentication. This Bond is one of the fully registered City of Marysville, Washington, Local Improvement District No. 71 Bonds." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America solely out of the LID Bond Fund or from the Local Improvement Guaranty Fund of the City. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is

payable by electronic transfer on each Interest Payment Date, or by check or draft of the Bond Registrar mailed on such Interest Payment Date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received at least ten days prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Funds and Accounts.

(a) *LID Bond Fund; Deposit of Assessments.* The LID Bond Fund has been previously created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. All collections pertaining to payments of assessments on the assessment roll of LID No. 71, including prepayments, installment payments, and interest and penalties thereon, shall be deposited in the LID Bond Fund. Prior to the Issue Date, any money on hand in the LID Bond Fund may be used to pay or reimburse costs of the Project, may be transferred to the Guaranty Fund, or may be retained therein for the payment of principal of or interest on the Bonds, as determined by the Finance Officer. After the Issue Date, money on hand in the LID Bond Fund shall be used solely to pay interest on the Bonds, to redeem outstanding Bonds in accordance with Section 9, or to pay for costs of collecting delinquent assessments. Until needed for such purposes, the City may invest money in the LID Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the LID Bond Fund and used for the purposes of that fund.

(b) *Project Fund; Deposit of Bond Proceeds.* The principal proceeds received from the sale and delivery of each Series of the Bonds, which amounts are not needed to fund the Guaranty Fund deposit described below, shall be paid into or allocated to the Project Fund and used to repay the Note. Any proceeds thereafter remaining in the Project Fund may be allocated or transferred such other funds, accounts, or subaccounts of the City as the Finance Officer may determine, in order to pay or reimburse the City for all or part of the costs of the Project and to pay the costs of issuance of the Bonds. Until needed for such purposes, the City may invest the principal proceeds of the Bonds temporarily in any legal investment, and the investment earnings shall be deposited in the LID Bond Fund. Earnings subject to a federal tax or rebate requirement may be withdrawn from any such fund or account and used for those tax or rebate purposes. Any proceeds of Bonds remaining in the Project Fund after paying or reimbursing the costs of the Project, the costs of issuing the Bonds, and for the purposes set forth in this section, or after the City Council has determined that the expenditure of such bond proceeds for those purposes is no longer necessary or appropriate, may be used to pay principal of and interest on the Bonds consistent with applicable law.

(c) *Guaranty Fund.* On the Issue Date, proceeds of each Series of Bonds equal to not more than 10% of the issue price of such Series shall be deposited into the Guaranty Fund such that the balance in the Guaranty Fund equals not less than the balance required to be maintained under this subsection. For so long as any of the Bonds remain outstanding, the City shall take such actions as may be necessary, consistent with chapter 35.54 RCW and other applicable state law, to maintain such balance in the Guaranty Fund as the Finance Officer determines, in her

sole discretion, is reasonable. Interest and earnings from the Local Improvement Guaranty Fund shall be retained within the Guaranty Fund. The Finance Officer may establish subaccounts within the Guaranty Fund, from time to time as the Finance Officer deems necessary or desirable for purposes of accounting for the investment of money therein. Money in the Guaranty Fund shall be used solely for the payment of bonds secured by such fund and as otherwise set forth in chapters 35.49 and 35.54 RCW and other applicable law.

Section 9. Maturity; Redemption Provisions and Purchase of Bonds.

(a) *Maturity.* All Bonds shall bear a maturity date and estimated redemption date approved by the Designated Representative in accordance with Section 4.

(b) *Redemption Provisions.* The City shall call Bonds for redemption in whole or in part in Authorized Denominations in the order set forth on the estimated redemption schedule (which shall be set forth in the Bond Purchase Contract) on each Interest Payment Date when there is money in the LID Bond Fund from assessment payments (including principal, interest, and penalties thereon) sufficient to pay the Bond (or portion thereof) so called over and above the amount required for the payment of the interest payable on all unpaid Bonds on that Interest Payment Date. Bonds shall be redeemed at a redemption price equal to the stated principal amount to be redeemed plus interest accrued thereon to the redemption date. [At the option of the City in its sole discretion, Bonds may be called and paid in whole or in part on an Interest Payment Date from other money of the City legally available therefor and deposited in the Bond Fund on or after the dates set forth in the Bond Purchase Contract. Nothing in the preceding sentence requires payment for any source other than the funds pledged in Section 10 hereof.]

(c) *Selection of Bonds for Redemption; Partial Redemption.* For so long as a Bond is registered in the name of the Securities Depository, if less than all of the principal amount of that Bond is to be redeemed, the Securities Depository shall select the proportion of that Bond to be redeemed in accordance with the Letter of Representations. If a Bond is not registered in the name of the Securities Depository, the Bond Registrar shall select the proportion of that Bond to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond, bearing the same Series, estimated redemption date and interest rate, in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 15 nor more than 45 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such

other persons and with such additional information as the Finance Officer shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Redemption Notice.* In the case of any redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice by giving a notice of rescission to the affected Registered Owner(s) at any time on or prior to the date fixed for redemption. Any notice of redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on the principal portion of each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless the notice of redemption is rescinded as set forth above.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Pledge of Assessment Payments. Assessments collected in LID No. 71, together with interest and penalties, if any, are pledged to the payment of the Bonds which are payable solely out of the LID Bond Fund and the Local Improvement Guaranty Fund of the City, all in the manner provided by law. The Bonds are not general obligations of the City. The City covenants that it will diligently commence and pursue the collection of all delinquent assessments in LID No. 71.

Section 11. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Officer is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

Section 12. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds

in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 13. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors.

(b) *Procedure for Negotiated Sale.* The Designated Representative shall select one or more Purchasers with whom to negotiate the sale of a Series of the Bonds. A Bond Purchase Contract shall set forth the Final Terms of the sale of each Series. The Designated Representative is authorized to execute the Bond Purchase Contract on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Contract, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 14. Official Statement; Continuing Disclosure [to be revised if Bonds are to be sold to a Bank].

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review the form of the preliminary official statement prepared in connection with the sale of each Series of the Bonds to the public. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, the Designated Representative is authorized to deem that preliminary official statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary official statement that has been deemed final in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final official statement for each Series of the Bonds to be sold to the public in the form of the preliminary official statement, with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final official statement to the Purchaser. The City

authorizes and approves the distribution by the Purchaser of that final official statement to purchasers and potential purchasers of the Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the Designated Representative is authorized and directed to execute a written undertaking to provide continuing disclosure for the benefit of holders of the Bonds in substantially the form attached as Exhibit B.

Section 15. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 16. Fixing Interest Rate on Assessments. The interest rate on the installment payments of the special assessments in LID No. 71 is fixed at a rate equal to [0.5]% plus the all-in true interest cost of the Bonds, as set forth in the Bond Purchase Contract, carried out to two decimal places. If the Bonds are issued in more than one Series, the all-in true interest cost shall mean a blended rate of all Series of the Bonds.

Section 17. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Bonds to the Purchaser and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 18. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 19. Conflicts with Marysville Municipal Code. To the extent that anything contained in this ordinance is inconsistent with any provision set forth in the Marysville Municipal Code, this ordinance and state law shall be deemed to be the controlling law for the

narrow and specific purpose of authorizing the Bonds described herein, and such provisions of the Marysville Municipal Code shall not apply.

Section 20. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, at a Regular Meeting thereof, this [14th day of April], 2014.

Mayor

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

Bond Counsel

Attachments:

Exhibit A – Description of the Bonds

Exhibit B – Form of Undertaking to Provide Continuing Disclosure

EXHIBIT A
DESCRIPTION OF THE BONDS

- (i) Principal Amount. The Bonds may be issued in one or more Series and the aggregate principal amount of the Bonds shall not exceed the total amount on the assessment roll remaining uncollected after the expiration of the 30 day prepayment period, and in any event shall not exceed the total amount of the assessment roll (\$[____]). To facilitate delivery of the Bonds through the Securities Depository, the principal amount may be rounded down to the nearest \$100.
- (ii) Date or Dates. Each Bond shall be dated its Issue Date, which date may not be later than one year after the effective date of this ordinance and may not occur prior to 20 days after the expiration of the 30 day prepayment period for paying assessments. All Series of Bonds shall bear the same Issue Date.
- (iii) Denominations, Name, etc. The Bonds shall be issued in Authorized Denominations, with one Bond corresponding to each estimated redemption date within a Series. The Bonds of each Series shall be numbered consecutively in the order of the estimated redemption schedule, and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.
- (iv) Interest Rate(s). Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed [____]%, and the all-in true interest cost to the City for each Series of the Bonds may not exceed [____]%.
- (v) Payment Dates. Interest shall be payable at fixed rates annually on such Interest Payment Dates as are acceptable to the Designated Representative, commencing no later than 6 months after the first assessment installment payment date[s] following the Issue Date.
- (vi) Final Maturity. The Bonds shall mature on the Interest Payment Date next occurring after the date that is at least 2 years after the final assessment installment payment due date.

- (vii) Redemption Rights. The Bonds shall be subject to redemption on Interest Payment Dates, as set forth in Section 9 of this ordinance. The Designated Representative shall approve an estimated redemption schedule, which shall set forth the expected dates and amounts of such redemptions and which shall determine the order in which Bonds shall be called for such redemption.
- (viii) Price. The purchase price for each Series of the Bonds shall be equal to the stated aggregate principal amount of that Series.
- (ix) Other Terms & Conditions. The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

[Form of]
UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE

City of Marysville, Washington
Local Improvement District No. 71 Bonds

The City of Marysville, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. ____ of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (iii) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

- (b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):
- (i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (2) a statement of the outstanding balance of obligations secured by the Local Improvement Guaranty Fund; (3) the balance of cash and investments in the Local Improvement Guaranty Fund at fiscal year end; and (4) a statement of the amount of assessments that the City billed and collected in that fiscal year;
 - (ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2013; and
 - (iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.
- (c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.
- (d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.
- (e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.
- (f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The

sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Officer or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, City Clerk of the City of Marysville, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on April 14, 2014, as that ordinance appears on the minute book of the City.
2. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date [is/was] _____, 2014.
3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: April 14, 2014.

CITY OF MARYSVILLE, WASHINGTON

Deputy City Clerk

Index #16

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 14, 2014

AGENDA ITEM: Appointment to the Civil Service Commission	AGENDA SECTION: Mayor's Business	
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:	
ATTACHMENTS: Appointment Form	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Summary:

Mayor Nehring is requesting the appointment of Michael Ferri to the Civil Service Commission, serving until March 10, 2020.

RECOMMENDED ACTION:

Mayor Nehring recommends the City Council confirm the appointment of Michael Ferri to the Civil Service Commission.

COUNCIL ACTION:

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby appoint Michael Ferri as a member of the CIVIL SERVICE COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.16.020; dated this 14th day of April, 2014.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the CIVIL SERVICE COMMISSION of the City of Marysville in the manner required by law.

Dated this 14th day of April, 2014

Michael Ferri

This term of appointment expires the 10th day of March, 2020.