

Marysville City Council Meeting

November 9, 2015

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Volunteer of the Month

B. Marysville Pride Awards

Audience Participation

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

1. Consider the October 12, 2015 City Council Meeting Minutes

Consent

2. Consider Approval of the October 20, 2015 Payroll in the Amount of \$911,039.75; Paid by Check Numbers 29341 through 29370

3. Consider Approval of the October 28, 2015 Retro Payroll in the Amount of \$165,489.37; Paid by Check Numbers 29371 through 29481

4. Consider Approval of the October 21, 2015 Claims in the amount of \$1,025,981.84; Paid by Check Numbers 103390 through 103566 with No Checks Voided

7. Consider Approval of the Professional Services Agreement in the amount of \$529,941.00 with BHC Consultants, LLC for Professional Design Services to Upgrade the Wastewater Treatment Plant's Headworks

8. Consider Approval of the Memorandum of Understanding with the Marysville School District for Funding Ten Months Salary for Two Assigned School Resource Officers Salaries Inclusive of 9/1/15 and 6/30/18 School Terms

9. Consider Awarding the Community Oriented Policing (COPS) Grant Funds Regarding the Marysville School District for having School Resource Officers in their Schools

10. Consider Approval of the Community Beautification Program Grant Review Committee's Recommendation to Award Funding

****These items have been added or revised from the materials previously distributed in the packets for the November 2, 2015 Work Session.***

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City Hall

16. Consider Approval of the October 28, 2015 Claims in the Amount of \$531,828.25; Paid by Check Number 103567 through 103740 with Check Numbers 78405, 78684, 78881, 78926, 79585, 79593, 80916, 81484, 81709, 81723, 81792, 84040, 84275, 84545, 85063, 85549, 85610, 86185, 86494, 86910, 86945, 87564, 87590, 87634, 87738, 88124, 88285, 89095, 89324, 90434, 90996, 91070, 91138, 92450, 92864 & 93018 Voided *

Review Bids

5. Consider Awarding the JOA Pipeline Cathodic Protection Contract with SRV Construction, Inc. in the Amount of \$125,483.39 including Washington State Sales Tax and Approve a Management Reserve of \$6,500.00 for a Total Allocation of \$131,983.39

Public Hearings

6. Hearing Concerning the Assumption of the Rights, Powers, Immunities, Functions, and Obligations of the Marysville Transportation Benefit District

Consider an **Ordinance** of the City Council of the City of Marysville, Washington Assuming the Rights, Powers, Immunities, Functions, and Obligations of the Marysville Transportation Benefit District, as Authorized by Sections 301 through 307 of Chapter 44 Laws of 2015 3rd Special Session

New Business

11. Consider an **Ordinance** of the City of Marysville, Creating a New Chapter 16.24 of the Marysville Municipal Code (MMC) Prohibiting Occupying Properties that Lack Adequate Water or Sewer Service

12. Consider a **Resolution** of the City of Marysville for the Acceptance of a Gift Subject to Conditions

Legal

Mayor's Business

13. Parks and Recreation Reappointments: Jodi Condyles and Gayle Bluhm

Staff Business

Call on Councilmembers

Executive Session

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

Adjourn

**These items have been added or revised from the materials previously distributed in the packets for the November 2, 2015 Work Session.*

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City Hall

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 November 2, 2015 Work Session.*

Index #1

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
Custody Officer Swearing-in - Nicolai Piffath	Presented
Proclamation: Declaring October 2015 as Domestic Violence Awareness Month in Marysville	Presented
Marysville/Tulalip Recovery Grant Report	Presented
Audience Participation	
Approval of Minutes	
Approval of the September 14, 2015 City Council Meeting Minutes	Approved
Approval of the September 28, 2015 City Council Meeting Minutes	Approved
Consent Agenda	
Consider Approval of the September 23, 2015 Claims in the Amount of \$903,453.65; Paid by Check Numbers 102798 through 102937 with No Checks Voided	Approved
Consider Approval of the September 30, 2015 Claims in the Amount of \$740,001.39; Paid by Check Numbers 102938 through 103119 with No Checks Voided	Approved
Consider Approval of the September 18, 2015 Payroll in the Amount of \$1,065,360.05; Paid by Check Numbers 29273 through 29306	Approved
Consider Approval of the Professional Services Agreement with MWH Americas, Inc. in the Amount of \$40,850.00 for Engineering Services	Approved
Consider Accepting the Marysville Regional Pond #2 Project, Starting the 45-Day Lien Filing Period for Project Closeout	Approved
Consider Approval of the Interlocal Agreement with Snohomish County for Auto Theft Task Force Services	Approved
Consider Approval of the Final Plat Map for Allen Creek	Approved
Consider Approval of the Sight Distance Easement Associated with the Plat of Allen Creek Park	Approved
Consider Approval of the October 5, 2015 payroll in the amount \$1,625,588.74; Paid by Check Numbers 29307 through 29340	Approved
Review Bids	
Public Hearings	
New Business	
Consider the JAG/Byrne Grant Local Funds Award in the Amount of \$11,410.00 to Purchase Equipment for the Police Department	Approved
Consider the Project Agreement with the RCO for the Grant Totaling \$342,369.00 through the ALEA Program for Trail Development Adjacent to the Qwuloolt Restoration Project	Approved
Consider a Resolution Authorizing Termination and Relinquishment of a City Owned Easement on Private Property	Approved Res. No. 2382
Consider the Correction of Easement for Purposes of Utilizing a City owned Septic System	Approved
Mayor's Business	

Salary Commission Appointments: Amanda Garlock and Tom King	Approved
Staff Business	
Call on Councilmembers	
Adjournment	7:43 p.m.

COUNCIL



DRAFT
MINUTES

Regular Meeting
October 12, 2015

Call to Order / Pledge of Allegiance

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

Roll Call

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

- Mayor:** Jon Nehring
- Council:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Rob Toyer, Jeff Vaughan, and Donna Wright
- Absent:** None
- Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Services Manager Tara Mizell, Community Development Director Dave Koenig, Fire Chief Martin McFalls, Planning Assistant Amy Hess, and Recording Secretary Laurie Hugdahl.

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

Committee Reports

None

Presentations

- A. Custody Officer Swearing-in

Nicolai Piffath was introduced by Chief Smith and sworn in as a new Custody Officer by Mayor Nehring.

B. Proclamation: Declaring October 2015 as Domestic Violence Awareness Month in Marysville

Mayor Nehring read a Proclamation declaring October 2015 *Domestic Violence Awareness Month in Marysville* and encouraging all residents of Marysville to work together to eliminate domestic violence from our community.

C. Marysville/Tulalip Recovery Grant Report

Parks and Recreation Services Manager Tara Mizell gave a PowerPoint presentation regarding the AEAP (Anti Terrorism and Emergency Assistance) Funding Update. This is a grant the City has been working on over the past year which will assist victims of the Marysville Pilchuck shooting. The total grant will be over \$2 million divided between Marysville Fire District, Marysville PD, PPD – Marysville Area Crisis Support, Volunteers of America, Recovery Committee for the City of Marysville, Tulalip Tribes International Trauma Center, Marysville School District, and Victim Support Services. Ms. Mizell reviewed explained that the grant would primarily provide reimbursement for those expenses already incurred by agencies and individuals as a result of the shooting last year. Some of the funding will go towards providing ongoing services to assist the community. The Walk of Strength will occur on October 24 at the high school. From here on out the focus will be shifting to mental health and looking at the fabric of the community. One upcoming event will be the documentary of the movie, *Paper Tigers*, on November 17. Mayor Nehring thanked Tara Mizell for all her work on this issue and on the Walk of Strength.

Audience Participation

Mark Frank, 8830 - 62 Drive NE, stated he has been working with Marysville Code Enforcement for over a year regarding issues with his neighbors who operate home businesses without home occupancy permits. He expressed concern that there is no Marysville Municipal Code requiring a home occupancy permit. As a result they have had to focus on the side effects of the business. He recommended amending or adding verbiage to Marysville Municipal Code which would specifically require a home occupancy permit when individuals operate a home business out of their house.

CAO Hirashima commented that the business in question has a citation currently before the municipal court. She noted that staff would follow up on this. Councilmember Toyer asked what type of businesses they have. Mr. Frank explained that one is a gymnasium where the owner has converted her garage to a gym with clients very early in the morning and clients exercising out in the street.

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

1. Approval of the September 14, 2015 City Council Meeting Minutes

DRAFT

Motion made by Councilmember Wright, seconded by Councilmember Vaughan, to approve the September 14, 2015 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

14. Approval of the September 28, 2015 City Council Meeting Minutes

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve the September 28, 2015 City Council Meeting Minute. **Motion** passed unanimously (6-0) with Councilmember Toyer abstaining.

Consent

2. Consider Approval of the September 23, 2015 Claims in the Amount of \$903,453.65; Paid by Check Numbers 102798 through 102937 with No Checks Voided
3. Consider Approval of the September 30, 2015 Claims in the Amount of \$740,001.39; Paid by Check Numbers 102938 through 103119 with No Checks Voided
4. Consider Approval of the September 18, 2015 Payroll in the Amount of \$1,065,360.05; Paid by Check Numbers 29273 through 29306
6. Consider Approval of the Professional Services Agreement with MWH Americas, Inc. in the Amount of \$40,850.00 for Engineering Services
7. Consider Accepting the Marysville Regional Pond #2 Project, Starting the 45-Day Lien Filing Period for Project Closeout
9. Consider Approval of the Interlocal Agreement with Snohomish County for Auto Theft Task Force Services
- 10A. Consider Approval of the Final Plat Map for Allen Creek
- 10B. Consider Approval of the Sight Distance Easement Associated with the Plat of Allen Creek Park
13. Consider Approval of the October 5, 2015 payroll in the amount \$1,625,588.74; Paid by Check Numbers 29307 through 29340

Motion made by Councilmember Vaughan, seconded by Councilmember Norton, to approve Consent Agenda items 2, 3, 4, 6, 7, 9, 10A, 10B, and 13. **Motion** passed unanimously (7-0).

Review Bids

Public Hearings

New Business

5. Consider the JAG/Byrne Grant Local Funds Award in the Amount of \$11,410.00 to Purchase Equipment for the Police Department

Mayor Nehring commented this had been discussed at the work session last week. Chief Smith had no additional comments.

Motion made by Councilmember Stevens, seconded by Councilmember Wright, to approve the JAG/Byrne Grant Local Funds Award in the Amount of \$11,410.00 to Purchase Equipment for the Police Department. **Motion** passed unanimously (7-0).

8. Consider the Project Agreement with the RCO for the Grant Totaling \$342,369.00 through the ALEA Program for Trail Development Adjacent to the Qwuloolt Restoration Project

Mayor Nehring commented this had been discussed at the work session last week. Tara Mizell had no additional comments.

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to approve the Project Agreement with the RCO for the Grant Totaling \$342,369.00 through the ALEA Program for Trail Development Adjacent to the Qwuloolt Restoration Project. **Motion** passed unanimously (7-0).

11. Consider a **Resolution** Authorizing Termination and Relinquishment of a City Owned Easement on Private Property

Director Nielsen stated the water main was built in a different location which makes this easement unnecessary.

Motion made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve Resolution No. 2382. **Motion** passed unanimously (7-0).

12. Consider the Correction of Easement for Purposes of Utilizing a City owned Septic System

Director Nielsen explained this is a correction to an easement for Strawberry Fields for the caretakers' house related to the drain field.

Motion made by Councilmember Muller, seconded by Councilmember Stevens, to the Correction of Easement for Purposes of Utilizing a City owned Septic System. **Motion** passed unanimously (7-0).

Legal**Mayor's Business**

15. Salary Commission Appointments: Amanda Garlock and Tom King

Motion made by Councilmember Norton, seconded by Councilmember Stevens, to approve the appointment of Tom King to the Salary Commission. **Motion** passed unanimously (7-0).

Motion made by Councilmember Wright, seconded by Councilmember Muller, to approve the appointment of Amanda Garlock to the Salary Commission. **Motion** passed unanimously (7-0).

Other comments from Mayor Nehring:

- Thanks to councilmembers and staff who participated in the waterfront consultant meetings. He thought they were very productive.
- The luncheon for businesses in the communities last week was a great success. It was great to see Lucas, a Parks employee for the City of Marysville, speak at that event.
- He received a letter from the Snohomish County Health District requesting the appointment of a representative for the Board of Health. Councilmember Wright indicated she was willing to continue her service in that capacity.

Motion made by Councilmember Seibert, seconded by Councilmember Stevens, to approve Donna Wright's appointment to the Health Board for 2016. **Motion** passed unanimously (7-0).

Staff Business

Dave Koenig reported that there will be a community meeting on the Lakewood Master Plan on October 21 at the Lakewood Middle School Commons at 5:30.

Chief McFalls thanked Tara Mizell on behalf of the Fire Department for working so well with them and the community this year.

Tara Mizell had no further comments.

Kevin Nielsen:

- Ingraham Blvd. speed limit signs will be changed to 35 next week.
- Chief Smith put on outstanding leadership training for the Public Works Department. He received great feedback from the staff.

Amy Hess had no comments.

Jon Walker had no comments.

Sandy Langdon had no comments.

Chief Smith:

- The Public Works staff was outstanding to work with. Everybody participated very well, and it was exciting to watch everyone grow. It was a pleasure to work with them.
- He is still participating in *No Shave October, November, and December*.
- He is now on Twitter.
- Police are busy and will likely stay busy through the holiday season.
- He also commended Tara Mizell for the work she has done leading the City throughout the recovery process.

Gloria Hirashima:

- Thanks to the Council for participation in the waterfront consultant exercise last week. There will be a community meeting effort coming up.
- She also commended Tara Mizell for her leadership in the Recovery Committee.

Call on Councilmembers

Kamille Norton:

- She asked Director Nielsen to review changes staff is doing on Ingraham to enable them to increase the speed limit. Director Nielsen explained that when you are going up Ingraham you'll be able to do a right-in at the intersection, and a left-in coming down Ingraham.
- She thanked Tara Mizell for her excellent work.

Steve Muller:

- Commended Tara Mizell for her great work.
- Qwuloolt Trail System exercise was a great event.

Rob Toyer had no comments.

Michael Stevens:

- Thanks to Tara Mizell for the important role she has filled in the community over the last year.
- He also enjoyed the planning exercise with the consultant.
- He attended the Planning Association of Washington fall conference last week. He came out of it excited about what the City has planned and will be doing.

Jeff Seibert also thanked Tara Mizell.

Donna Wright:

- Thanks to Tara for the great work she has done in the community.
- She is excited to see what becomes of the waterfront planning efforts.

Jeff Vaughan stated he also enjoyed the planning exercise.

DRAFT

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 7:43 p.m.

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

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 October 20, 2015 payroll in the amount \$911,039.75 Check No.'s 29341 through 29370.

COUNCIL ACTION:

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

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 October 28, 2015 retro payroll in the amount \$165,489.37 Check No.'s 29371 through 29481.

COUNCIL ACTION:

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

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

Please see attached.

<p>RECOMMENDED ACTION:</p> <p>The Finance and Executive Departments recommend City Council approve the October 21, 2015 claims in the amount of \$1,025,981.84 paid by Check No. 103390 through 103566 with no Check No. voided.</p> <p>COUNCIL ACTION:</p>
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BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-10

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,025,981.84 PAID BY CHECK NO.'S 103390 THROUGH 103566 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 **9th DAY OF NOVEMBER 2015.**

COUNCIL MEMBER

DATE: 10/21/2015
TIME: 9:09:23AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/15/2015 TO 10/21/2015

PAGE: 1

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
103390	REVENUE, DEPT OF	SALES AND USE TAXES-SEPT 2015	CITY CLERK	0.22
	REVENUE, DEPT OF		POLICE ADMINISTRATION	18.29
	REVENUE, DEPT OF		GENERAL FUND	114.73
	REVENUE, DEPT OF		WATER/SEWER OPERATION	180.06
	REVENUE, DEPT OF		INFORMATION SERVICES	215.04
	REVENUE, DEPT OF		CITY STREETS	307.17
	REVENUE, DEPT OF		PRO-SHOP	461.24
	REVENUE, DEPT OF		RECREATION SERVICES	650.91
	REVENUE, DEPT OF		ER&R	1,227.34
	REVENUE, DEPT OF		STORM DRAINAGE	5,051.59
	REVENUE, DEPT OF		GOLF COURSE	8,866.87
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	20,553.44
	REVENUE, DEPT OF		UTIL ADMIN	73,965.54
103391	A SHADE ABOVE TINTIN	WINDOW TINTING	POLICE INVESTIGATION	282.88
	A SHADE ABOVE TINTIN		POLICE INVESTIGATION	282.88
	A SHADE ABOVE TINTIN		POLICE INVESTIGATION	315.52
	A SHADE ABOVE TINTIN		POLICE INVESTIGATION	315.52
103392	AHO, VIRGINIA	UB 13153000000 4333 113TH PL	WATER/SEWER OPERATION	26.63
103393	ALBERTSONS	MEETING SUPPLIES	UTIL ADMIN	15.00
	ALBERTSONS		UTIL ADMIN	25.75
103394	ALBERTSONS	SPECIAL EVENT SUPPLIES	EXECUTIVE ADMIN	16.41
	ALBERTSONS		RECREATION SERVICES	33.62
	ALBERTSONS		COMMUNITY EVENTS	37.46
	ALBERTSONS		EXECUTIVE ADMIN	81.96
103395	ALLEN, KARI	REFUND CLASS FEES	PARKS-RECREATION	90.00
103396	AM TEST INC	LAB ANALYSIS	WASTE WATER TREATMENT F	350.00
103397	ANGELSHAUG, KATHY	REFUND CLASS FEES	PARKS-RECREATION	90.00
103398	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	4.15
	ARAMARK UNIFORM		SMALL ENGINE SHOP	4.15
	ARAMARK UNIFORM		EQUIPMENT RENTAL	38.83
	ARAMARK UNIFORM		EQUIPMENT RENTAL	38.83
103399	ARLINGTON, CITY OF	ARL CHRISTIAN SCHOOL USAGE	SOURCE OF SUPPLY	108.49
103400	AVERA, MARY	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
103401	BANK OF AMERICA	PROFESSIONAL SERVICE REIMBURSE	POLICE ADMINISTRATION	15.00
103402	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	40.32
103403	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-22.90
	BANK OF AMERICA		COMMUNITY EVENTS	283.09
103404	BANK OF AMERICA		FINANCE-GENL	10.00
	BANK OF AMERICA		FINANCE-GENL	45.00
	BANK OF AMERICA		CITY CLERK	60.00
	BANK OF AMERICA		CITY CLERK	92.47
	BANK OF AMERICA		FINANCE-GENL	92.47
103405	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	356.00
103406	BANK OF AMERICA	SUPPLY/TRAVEL REIMBURSEMENT	POLICE ADMINISTRATION	209.37
	BANK OF AMERICA		POLICE PATROL	222.91
	BANK OF AMERICA		POLICE ADMINISTRATION	273.00
	BANK OF AMERICA		POLICE TRAINING-FIREARMS	376.41
103407	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	56.00
	BANK OF AMERICA		EXECUTIVE ADMIN	256.21
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	317.49
	BANK OF AMERICA		EXECUTIVE ADMIN	538.65
103408	BANK OF AMERICA		UTIL ADMIN	231.74
	BANK OF AMERICA		EQUIPMENT RENTAL	471.75
	BANK OF AMERICA		TRAINING	565.80
103409	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	LEGAL - PROSECUTION	210.00
	BANK OF AMERICA		LEGAL - PROSECUTION	402.20
	BANK OF AMERICA		LEGAL-GENL	411.83
	BANK OF AMERICA		LEGAL-GENL	476.35
103410	BANK OF AMERICA	SUPPLY/TRAVEL REIMBURSEMENT	PARK & RECREATION FAC	43.51
	BANK OF AMERICA		OPERA HOUSE	105.18
	BANK OF AMERICA		PARK & RECREATION FAC	163.70

DATE: 10/21/2015
TIME: 9:09:23AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 10/15/2015 TO 10/21/2015

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
103410	BANK OF AMERICA	SUPPLY/TRAVEL REIMBURSEMENT	RECREATION SERVICES	330.00
	BANK OF AMERICA		RECREATION SERVICES	342.22
	BANK OF AMERICA		OPERA HOUSE	1,121.07
103411	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	2,254.87
103412	BARTL, CRAIG		POLICE INVESTIGATION	55.19
103413	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	GMA - STREET	1,291.86
103414	BICKFORD FORD	WINDOW SWITCH	EQUIPMENT RENTAL	67.87
	BICKFORD FORD	BRAKE ROTORS AND BRAKE PADS	ER&R	443.77
103415	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	536.93
103416	BOYD, RAE	INMATE MEDICAL SERVICES-SEPT 2	DETENTION & CORRECTION	1,350.00
103417	BROWN, CHRIS	REIMBURSE PARKING	COMPUTER SERVICES	14.00
103418	CALIBRE PRESS, INC.	TRAINING-KIELAND	POLICE TRAINING-FIREARMS	119.00
103419	CAMPBELL, JOSH & NIC	UB 757512000000 7512 50TH PL N	WATER/SEWER OPERATION	125.72
103420	CAPTAIN DIZZYS EXXON	CAR WASHES	COMMUNITY DEVELOPMENT-	4.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	85.50
103421	CARDEN, TIMOTHY & ME	WATER/SEWER CONSERVATION REBAT	UTIL ADMIN	50.00
103422	CARRS ACE	PICK STICK AND HARDWARE	SOLID WASTE OPERATIONS	32.17
	CARRS ACE	FITTINGS, GLUE, PRIMER AND POW	WATER DIST MAINS	76.09
	CARRS ACE	PADLOCKS	ER&R	427.26
103423	CENTRAL WELDING SUPP	C02 CYLINDERS	SOURCE OF SUPPLY	99.53
	CENTRAL WELDING SUPP	SAFETY GLASSES	ER&R	173.25
103424	CHAMPION BOLT	HARDWARE	WATER DIST MAINS	269.35
103425	CHICAGO TITLE INSURA	1ST STREET IMPROVEMENT PROJECT	GMA - STREET	546.00
	CHICAGO TITLE INSURA		GMA - STREET	546.00
	CHICAGO TITLE INSURA		GMA - STREET	546.00
	CHICAGO TITLE INSURA		GMA - STREET	546.00
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	CHICAGO TITLE INSURA		GMA - STREET	546.00
	CHICAGO TITLE INSURA		GMA - STREET	546.00
103426	CHRONISTER, BRIAN &	UB 091462846000 14628 46TH AVE	WATER/SEWER OPERATION	192.01
103427	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,358.29
103428	CONNER, LARRY	UB 761302550500 7707 78TH PL N	WATER/SEWER OPERATION	169.50
103429	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	255.45
103430	COOKSON, DIANE	RENTAL DEPOSIT REFUND	GENERAL FUND	300.00
103431	CORRECTIONS, DEPT OF	WORK CREW-AUG 2015	PARK & RECREATION FAC	59.85
	CORRECTIONS, DEPT OF		WATER RESERVOIRS	180.32
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	492.82
103432	COX, SUSAN	UB 651130195001 9808 81ST AVE	WATER/SEWER OPERATION	32.07
103433	CRYSTAL SPRINGS	WATER COOLER RENTAL AND BOTTLE	SOLID WASTE OPERATIONS	36.45
	CRYSTAL SPRINGS		SOLID WASTE OPERATIONS	42.38
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	152.33
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	241.30
103434	CYPREXX SERVICES, LL	UB 040687000001 9124 61ST DR N	WATER/SEWER OPERATION	93.55
103435	DELL	LOG SERVER	COMPUTER SERVICES	4,206.44
103436	DIAMOND, MAREN	REFUND CLASS FEES	PARKS-RECREATION	90.00
103437	DORIS MILLER	UB 810970000000 4911 65TH ST N	WATER/SEWER OPERATION	88.44
103438	DREYER, STACEY	TRAVEL REIMBURSEMENT	POLICE TRAINING-FIREARMS	281.52
103439	E&E LUMBER	BLEACH	UTIL ADMIN	6.88
	E&E LUMBER	FASTENERS	MAINT OF GENL PLANT	8.16
	E&E LUMBER	HARDWARE	MAINT OF GENL PLANT	39.97
	E&E LUMBER	PLIERS AND NIPPERS	ROADWAY MAINTENANCE	41.75
	E&E LUMBER	SPACKLE, COVER, MASKING TAPE A	UTILITY BILLING	54.87
	E&E LUMBER	TAPE RULERS	ER&R	86.10
103440	EAGLE FENCE	GATE INSTALLATION	TRAFFIC CONTROL DEVICES	864.97
103441	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50

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103450	FRONTIER COMMUNICATI	PHONE CHARGES	UTILITY BILLING	62.42
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	62.42
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	70.22
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	70.22
	FRONTIER COMMUNICATI		ENGR-GENL	78.02
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	85.83
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	85.83
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	101.43
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	163.85
	FRONTIER COMMUNICATI		UTIL ADMIN	171.65
	FRONTIER COMMUNICATI		POLICE PATROL	343.30
103451	FULLERTON & ASSOCIAT	1ST STREET IMPROVEMENT PROJECT	GMA - STREET	210.00
103452	GOBLE SAMPSON ASSOC	PUMP CHLORINE DOSING	PUMPING PLANT	432.88
103453	GOOBY, TERESA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103454	GOVCONNECTION INC	MONITORING EQUIPMENT	SOURCE OF SUPPLY	977.63
103455	GRAINGER	VEST AND STOPWATCH	TRANSPORTATION MANAGEM	95.09
	GRAINGER	REPAIR KITS	SOURCE OF SUPPLY	102.06
	GRAINGER	AIR PUMP	SOURCE OF SUPPLY	410.74
	GRAINGER	PRESSURE WASHER REPAIR	PARK & RECREATION FAC	880.01
103456	GRAY AND OSBORNE	PROFESSIONAL SERVICES	WATER RESERVOIRS	4,437.62
103457	GREEN RIVER CC	CROSS CONNECTION CONTROL-WINEL	UTIL ADMIN	450.00
103458	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	112.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
103459	HAACK, TRACEY	REFUND CLASS FEES	PARKS-RECREATION	80.00
103460	HACH COMPANY	NTU METER REPAIR	WASTE WATER TREATMENT F	847.12
103461	HAGGLUND, JEFF	UB 460780000004 5414 144TH PL	WATER/SEWER OPERATION	52.44
103462	HART, MARILYN	REFUND CLASS FEES	PARKS-RECREATION	17.00
103463	HD FOWLER COMPANY	IRRIGATION REPAIR PARTS	PARK & RECREATION FAC	26.32
	HD FOWLER COMPANY	HOSE CLAMPS	SOURCE OF SUPPLY	39.17
	HD FOWLER COMPANY	COUPLINGS	STORM DRAINAGE	65.47
	HD FOWLER COMPANY		STORM DRAINAGE	90.08
	HD FOWLER COMPANY	SETTER BALL VALVES	WATER/SEWER OPERATION	568.53
	HD FOWLER COMPANY	MJ TEE DI	SOURCE OF SUPPLY	571.81
	HD FOWLER COMPANY	SEWER PIPES AND TEES	SOURCE OF SUPPLY	2,573.22
103464	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	51.84
	HENNIG, JEANINE TULL		RECREATION SERVICES	77.40
	HENNIG, JEANINE TULL		RECREATION SERVICES	118.80
	HENNIG, JEANINE TULL		RECREATION SERVICES	246.24
103465	HERNANDEZ, JAIME & M	UB 761303164101 8011 74TH DR N	WATER/SEWER OPERATION	104.20
103466	I-COM 911	OVERPAYMENT ON I-COM LEASE AGR	GENL FUND-RENTS & ROYALTY	413.78
103467	INTERSTATE AUTO PART	HEADLIGHTS	ER&R	197.04
	INTERSTATE AUTO PART	BULBS, FUSES AND TIE STRAPS	EQUIPMENT RENTAL	271.16
103468	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	496.39
103469	KINNEY, PAUL	REIMBURSE MEALS-TRAINING	TRAINING	37.19
103470	KLEMENTSEN, TORY	INSTRUCTOR SERVICES	RECREATION SERVICES	63.00
	KLEMENTSEN, TORY		RECREATION SERVICES	105.00
	KLEMENTSEN, TORY		RECREATION SERVICES	126.00
	KLEMENTSEN, TORY		RECREATION SERVICES	157.50
103471	KPG, INC PS	PROFESSIONAL SERVICES	GMA - STREET	693.80
103472	LERVICK, YVONNE	REFUND CLASS FEES	PARKS-RECREATION	15.00

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103473	LICENSING, DEPT OF	VEHICLE TITLE FEES	EQUIPMENT RENTAL	44.75
103474	LICENSING, DEPT OF		EQUIPMENT RENTAL	44.75
103475	LICENSING, DEPT OF		EQUIPMENT RENTAL	44.75
103476	LICENSING, DEPT OF		EQUIPMENT RENTAL	44.75
103477	LICENSING, DEPT OF		EQUIPMENT RENTAL	44.75
103478	LICENSING, DEPT OF		EQUIPMENT RENTAL	44.75
103479	LITTLE, JIM & JUDY	UB 450560000000 4826 138TH ST	WATER/SEWER OPERATION	25.00
103480	LOWES HIW INC	BOXES	UTILITY BILLING	22.85
	LOWES HIW INC	PROPANE, TAPE, TUBING AND FITT	WATER FILTRATION PLANT	24.95
	LOWES HIW INC	BULBS, OUTLET AND COVER	MAINT OF GENL PLANT	59.45
103481	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST	PUBLIC SAFETY BLDG.	2,225.80
103482	MCCAIN TRAFFIC SPLY	MISC LED LIGHTS	TRANSPORTATION MANAGEM	1,383.97
103483	MECHLING, MONTY	REIMBURSE MEAL	ROADWAY MAINTENANCE	14.00
103484	MESSERLY, CONNIE	REIMBURSE WELLNESS RETREAT SUP	PERSONNEL ADMINISTRATIOI	124.64
103485	METAL WERKS INC	HANDRAIL	WASTE WATER TREATMENT F	408.00
103486	MICROFLEX INC	SALES TAX AUDIT PROGRAM-SEPT 2	FINANCE-GENL	170.00
103487	MOTOR TRUCKS	DIAGNOSE AND REPAIR 2008 INTER	EQUIPMENT RENTAL	2,034.24
103488	NATIONAL BARRICADE	DELINEATORS AND THERMO PADS	TRAFFIC CONTROL DEVICES	1,409.09
103489	NELSON PETROLEUM	BULK OIL	ER&R	4,037.09
103490	NICLAI, CHERYL	REIMBURSE LUNCH EXPENSE	ENGR-GENL	76.15
103491	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER QUAL TREATMENT	1,350.40
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	3,735.10
103492	NURNBERG SCIENTIFIC	PH SENSOR CALIBRATION SUPPLIES	WATER QUAL TREATMENT	203.78
103493	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	3.48
	OFFICE DEPOT		ROADWAY MAINTENANCE	5.36
	OFFICE DEPOT		UTIL ADMIN	6.76
	OFFICE DEPOT		ROADWAY MAINTENANCE	13.49
	OFFICE DEPOT		PURCHASING/CENTRAL STOF	15.21
	OFFICE DEPOT		ROADWAY MAINTENANCE	15.33
	OFFICE DEPOT		ENGR-GENL	44.26
	OFFICE DEPOT		UTIL ADMIN	52.37
	OFFICE DEPOT		EXECUTIVE ADMIN	58.14
	OFFICE DEPOT		ENGR-GENL	112.59
	OFFICE DEPOT	MICR TONER	FINANCE-GENL	397.01
	OFFICE DEPOT	WORK FIT STATIONS	SOURCE OF SUPPLY	955.26
103494	OLIVERS, COLIN	REIMBURSE CONFERENCE EXPENSES	LEGAL-GENL	616.68
103495	ORZECZOWSKI, JUSTIN	UB 100020000000 9215 46TH DR N	WATER/SEWER OPERATION	174.29
103496	PAC RIM CODE SERVICE	PLAN REVIEW	COMMUNITY DEVELOPMENT-	1,500.00
103497	PACIFIC PLUMBING	END CAPS	MAINT OF GENL PLANT	68.90
103498	PALAIOS, RAQUEL	REFUND CLASS FEES	PARKS-RECREATION	70.00
103499	PALITZ, JUSTIN	REIMBURSE MEALS-TRAINING	TRAINING	33.05
103500	PARTS STORE, THE	CONNECTOR CREDIT	EQUIPMENT RENTAL	-25.85
	PARTS STORE, THE		EQUIPMENT RENTAL	-8.62
	PARTS STORE, THE	TERMINALS	SMALL ENGINE SHOP	4.03
	PARTS STORE, THE	HEADLIGHTS	SMALL ENGINE SHOP	10.01
	PARTS STORE, THE	CONNECTOR	EQUIPMENT RENTAL	34.47
	PARTS STORE, THE	DOUBLE BACK TAPE	EQUIPMENT RENTAL	76.18
	PARTS STORE, THE	SPARK PLUGS, CAP, ROTOR AND WI	EQUIPMENT RENTAL	82.80
	PARTS STORE, THE	BRAKE ROTORS AND BRAKE PADS	EQUIPMENT RENTAL	147.55
103501	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	57.88
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	58.22
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	135.94
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	201.26
	PETROCARD SYSTEMS		PARK & RECREATION FAC	758.35
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,098.27
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	2,823.23
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,504.54
	PETROCARD SYSTEMS		POLICE PATROL	5,205.08
103502	PETTY CASH- PW	REIMBURSE TITLE LICENSE FEES	EQUIPMENT RENTAL	40.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75
	PETTY CASH- PW		EQUIPMENT RENTAL	44.75

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103502	PETTY CASH- PW	REIMBURSE TITLE LICENSE FEES	EQUIPMENT RENTAL	44.75
103503	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	22.47
	PGC INTERBAY LLC		MAINTENANCE	113.81
	PGC INTERBAY LLC		GOLF ADMINISTRATION	200.00
	PGC INTERBAY LLC		GOLF COURSE	290.30
	PGC INTERBAY LLC		GOLF ADMINISTRATION	371.08
	PGC INTERBAY LLC		MAINTENANCE	449.86
	PGC INTERBAY LLC		GOLF ADMINISTRATION	713.35
	PGC INTERBAY LLC		GOLF ADMINISTRATION	776.88
	PGC INTERBAY LLC		MAINTENANCE	1,226.37
	PGC INTERBAY LLC		GOLF ADMINISTRATION	1,363.72
	PGC INTERBAY LLC		MAINTENANCE	3,248.60
	PGC INTERBAY LLC		GOLF COURSE	4,084.00
	PGC INTERBAY LLC		MAINTENANCE	4,505.36
103504	PHELPS TIRE CO INC.	TIRES	EQUIPMENT RENTAL	1,642.08
103505	PITTS, KELLY	SWAT TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	142.86
103506	PLATT ELECTRIC	PVC CREDIT	PUMPING PLANT	-121.06
	PLATT ELECTRIC	BATTERY AND WIRE STRIPPER	SOURCE OF SUPPLY	19.25
	PLATT ELECTRIC	GARBAGE CAN AND HARDWARE	FACILITY MAINTENANCE	78.25
	PLATT ELECTRIC	PARKING LOT LIGHTS	WASTE WATER TREATMENT F	79.77
	PLATT ELECTRIC	HEX WRENCHES	WATER QUAL TREATMENT	107.28
	PLATT ELECTRIC	TIMERS	WASTE WATER TREATMENT F	132.59
	PLATT ELECTRIC	BULBS	PUBLIC SAFETY BLDG.	138.39
	PLATT ELECTRIC		WASTE WATER TREATMENT F	138.39
	PLATT ELECTRIC	CHANNEL LOCKS, ZIP TIES AND CO	WASTE WATER TREATMENT F	183.45
	PLATT ELECTRIC	TIMERS	WASTE WATER TREATMENT F	189.01
103507	PORTER, ANDREW	INSTRUCTOR SERVICES	COMMUNITY CENTER	108.00
103508	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	7.44
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	15.69
	PUD	ACCT #2020-1181-3	PUMPING PLANT	17.79
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	22.20
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	22.33
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	24.48
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	40.32
	PUD	ACCT #2035-0002-0	STREET LIGHTING	42.90
	PUD	ACCT #2025-2469-0	PUMPING PLANT	48.13
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	49.36
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	58.13
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	87.55
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	94.57
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	97.51
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	110.37
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	215.83
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	257.02
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	388.52
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	431.31
	PUD	ACCT#2021-7733-3	MAINT OF GENL PLANT	623.86
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,107.03
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	1,121.26
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	1,249.79
103509	RAILROAD MANAGEMENT	SEWER PIPELINE CROSSING	UTIL ADMIN	176.86
103510	RONGERUDE, JOHN	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
103511	ROYCE, KEITH	UB 849000644000 7620 65TH DR N	WATER/SEWER OPERATION	162.70
103512	RRJ COMPANY LLC	PAY ESTIMATE #4	GMA-STREET	-23,092.94
	RRJ COMPANY LLC		GMA - STREET	461,858.73
103513	RYAN HERCO PRODUCTS	MISC VALVES	WATER FILTRATION PLANT	207.23
103514	SANDBLASTERS INC	SAND BLAST BACKBOARD	PARK & RECREATION FAC	246.16
103515	SEATTLE TIMES, THE	EMPLOYMENT AD	ENGR-GENL	425.00
103516	SELECTIVE TREE	TREE REMOVAL	SEWER MAIN COLLECTION	979.20
103517	SENTINEL OFFENDER SE	LOST/STOLEN/DAMAGED DEVICE	GENERAL FUND	-79.20
	SENTINEL OFFENDER SE		DETENTION & CORRECTION	979.20

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103518	SHERWIN WILLIAMS	TRAFFIC PAINT	TRAFFIC CONTROL DEVICES	245.59
103519	SIEMER, HUNTER	UB 765718760000 5718 76TH AVE	WATER/SEWER OPERATION	105.20
103520	SIMPLIFIED PROPRTIE	UB 200480000002 4910 135TH PL	WATER/SEWER OPERATION	124.17
103521	SKAGIT PLUMBING	CAPPED OFF WATER AND WASTE LIN	PARK & RECREATION FAC	163.20
103522	SMYTHE, CURRY	UB 450560000000 4826 138TH ST	WATER/SEWER OPERATION	274.96
103523	SNAP-ON INCORPORATED	DYE INJECTION KIT	EQUIPMENT RENTAL	223.04
103524	SNO CO TREASURER	SRDTF JAG GRANT CONTRIBUTIONS	DRUG ENFORCEMENT	16,528.00
103525	SONITROL	SECURITY SERVICES	UTIL ADMIN	133.00
	SONITROL		COMMUNITY CENTER	142.00
	SONITROL		PUBLIC SAFETY BLDG.	160.00
	SONITROL		PARK & RECREATION FAC	249.00
	SONITROL		MAINT OF GENL PLANT	286.00
	SONITROL		ADMIN FACILITIES	333.00
	SONITROL		WASTE WATER TREATMENT F	491.26
103526	SOUND SAFETY	JACKETS AND OVERALLS	ER&R	187.94
	SOUND SAFETY	TSHIRTS	ER&R	221.19
103527	SOUTHERN COMPUTER	PRINTER	COMPUTER SERVICES	352.02
	SOUTHERN COMPUTER	PC MEMORY REPLACEMENTS	COMPUTER SERVICES	353.53
	SOUTHERN COMPUTER	OFFICE PRO 2016	COMPUTER SERVICES	367.20
	SOUTHERN COMPUTER	HEADSETS	FINANCE-GENL	451.39
103528	STAPLES	OFFICE SUPPLIES	COMPUTER SERVICES	15.22
	STAPLES		COMPUTER SERVICES	44.59
	STAPLES		WATER DIST MAINS	73.96
	STAPLES		WATER DIST MAINS	217.58
	STAPLES	CHAIRS	LEGAL - PROSECUTION	371.42
103529	STEVENS, MICHAEL A.	REIMBURSE CONFERENCE EXPENSES	CITY COUNCIL	182.85
103530	STORK PROPERTIES, LL	UB 933530000000 1818 7TH ST	WATER/SEWER OPERATION	25.69
103531	STRATEGIES 360	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		GENERAL SERVICES - OVERH	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
103532	SUNRISE ENVIRONMENT	CLEANER	TRANSPORTATION MANAGEM	57.54
103533	SURVEYMONKEY, INC	SURVEYMONKEY RENEWAL	PERSONNEL ADMINISTRATIO	150.00
	SURVEYMONKEY, INC		EXECUTIVE ADMIN	150.00
103534	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	19.13
103535	TALMADGE-FITZPATRICK	LEGAL SERVICES	NON-DEPARTMENTAL	9.00
	TALMADGE-FITZPATRICK		WASTE WATER TREATMENT F	27.00
103536	TAYLOR, DANIEL	UB 090680000000 5122 91ST PL N	WATER/SEWER OPERATION	48.59
103537	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG.	212.23
	THYSSENKRUPP ELEVATO		ADMIN FACILITIES	212.23
103538	TORRES, LISA & JAVIE	UB 781270000003 6132 59TH ST N	WATER/SEWER OPERATION	70.26
103539	TOURAY, MUSTAPHA	UB 094909148000 4909 148TH ST	WATER/SEWER OPERATION	40.46
103540	TRANSCO GROUP	PROFESSIONAL SERVICES	GMA - STREET	887.50
103541	TYCO INTEGRATED	REFUND ELEC PERMIT FEES	COMMUNITY DEVELOPMENT	150.00
103542	UNITED PARCEL SERVIC	SHIPPING EXPENSE	SEWER LIFT STATION	1.61
	UNITED PARCEL SERVIC		TRANSPORTATION MANAGEM	16.64
	UNITED PARCEL SERVIC		POLICE PATROL	40.62
	UNITED PARCEL SERVIC		WASTE WATER TREATMENT F	44.55
103543	USA BLUEBOOK	TOOL KIT, PLIERS AND SCREWDRIV	WATER SERVICE INSTALL	300.52
103544	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	417.34
103545	VANDERMOLEN, HEIDI	REFUND CLASS FEES	PARKS-RECREATION	63.00
103546	VILLINES, CHELSY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103547	WADE, WENDY	REIMBURSE TRAVEL EXPENSES	POLICE TRAINING-FIREARMS	116.15
103548	WALKER, JON	MILEAGE REIMBURSEMENT	LEGAL-GENL	182.85
103549	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	109,728.53
103550	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	2,562.25
	WASTE MANAGEMENT		RECYCLING OPERATION	2,603.87
103551	WATAI	MEMBERSHIP DUES-MCSHANE	POLICE INVESTIGATION	60.00
103552	WATSON-JONES, ALICIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103553	WCIA	WCIA TRAINING-HIRASHIMA	EXECUTIVE ADMIN	50.00
103554	WELCH, STEVEN	UB 984730010000 4730 SUNNYSIDE	WATER/SEWER OPERATION	110.87
103555	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	704.26

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103556	WESTERN DETENTION	AR MOGUL KEYS	PUBLIC SAFETY BLDG.	158.30
103557	WESTERN PETERBILT	BRAKE KIT CREDIT	EQUIPMENT RENTAL	-101.11
	WESTERN PETERBILT	CORE REFUND	EQUIPMENT RENTAL	-39.17
	WESTERN PETERBILT		EQUIPMENT RENTAL	-39.17
	WESTERN PETERBILT	CORE CHARGE	EQUIPMENT RENTAL	39.17
	WESTERN PETERBILT		EQUIPMENT RENTAL	39.17
	WESTERN PETERBILT	BRAKE KIT	EQUIPMENT RENTAL	101.11
	WESTERN PETERBILT	BRAKE DRUM AND BRAKE KIT	EQUIPMENT RENTAL	295.79
103558	WESTERN SYSTEMS	HARDWARE, TUBES SENSOR AND CAB	TRANSPORTATION MANAGEM	3,700.65
103559	WETZEL, JAKE	REIMBURSE MEALS-TRAINING	TRAINING	24.64
103560	WHITNEY EQUIPMENT CO	MAINTENANCE BAR SCREENS	WASTE WATER TREATMENT F	2,026.40
103561	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.62
103562	WIERSMA, ALEX	SWAT TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	78.30
103563	WINDLAND, MARK	UB 846823860000 6823 86TH AVE	WATER/SEWER OPERATION	25.01
103564	WOOD, JAIME & JOHN	UB 038302820000 8302 82ND AVE	WATER/SEWER OPERATION	16.94
103565	WOODS, KYLE	REIMBURSE TOOL PURCHASE	ENGR-GENL	384.38
103566	YAMAHA MOTOR CORP	GOLF CART LEASE	PRO-SHOP	2,428.80

WARRANT TOTAL:

1,025,981.84

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

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

AGENDA ITEM: Wastewater Treatment Plant Headworks Retrofit Project — Professional Services Agreement with BHC Consultants, LLC for professional design services to upgrade the Plant's Headworks	
PREPARED BY: Patrick Gruenhagen, Project Manager DEPARTMENT: Engineering	DIRECTOR APPROVAL: 
ATTACHMENTS: • Professional Services Agreement	
BUDGET CODE: 40220594.563000 S1503	AMOUNT: \$529,941.00

SUMMARY:

The City's Wastewater Treatment Plant Headworks Retrofit project proposes to move forward with design and eventual construction of necessary improvements to the headworks which will result in more efficient Plant operation, improved odor control, and reduced need for day-to-day maintenance.

The City recently issued a Request for Proposals and subsequently interviewed four (4) professional design consultants in anticipation of beginning work on the project. Those firms under consideration included Gray & Osborne, Tetra Tech, Wilson Surveying & Engineering, and BHC Consultants. While all firms' presentations were well thought out and persuasive, the City's selection committee ultimately concluded that BHC was uniquely-qualified and able to perform the work at hand.

The attached Professional Services Agreement outlines the scope of services to be provided by BHC, as well as the underlying improvements that the City intends to advance over the course of the project. Staff believes that the negotiated fee of \$529,941.00 is fair and reasonable, and that Marysville will be well-served by contracting with BHC for this particular project.

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign and execute the attached Professional Services Agreement in the amount of \$529,941.00 with BHC Consultants, LLC.</p>

**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 consisting of **preliminary and final design, permitting assistance, and preparation of contract bid documents for planned improvements to the City’s Wastewater Treatment Plant (WWTP) Headworks**, 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 at such time that the City issues Notice to Proceed to the Consultant and shall terminate at midnight, **June 1, 2017**. 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.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. 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.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety

(PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **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.

b. The Agreement is subject to RCW 4.24.115 and, in the event that a court of competent jurisdiction determines that liability for damages arising out of bodily injury to persons or damages to property was caused by or resulted 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.

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this

indemnification. This waiver has been mutually negotiated by the parties.

_____ (initials) _____ (initials)

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.

b. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits 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. \$1,000,000 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) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

d. **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.

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

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **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.

h. **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.

i. **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.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct

the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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 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:

Rolluda Architects

Perteet

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 **\$529,941.00** 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:

Patrick Gruenhagen, Project Manager
City of Marysville Public Works
80 Columbia Avenue
Marysville, WA 98270

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

Tom Giese, Jr., Project Engineer
BHC Consultants
950 Pacific Avenue, Suite 710
Tacoma, WA 98402

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 November, 2015.

CITY OF MARYSVILLE

BHC CONSULTANTS, LLC

By _____
Jon Nehring, Mayor

By _____
Name, Title:

Approved as to form:

Jon Walker, City Attorney

Exhibit A Scope of Work

City of Marysville WWTP Headworks Retrofit Project

Statement of Understanding

The City of Marysville (City) has selected BHC Consultants, LLC (BHC) to prepare bid documents for the Wastewater Treatment Plant (WWTP) Headworks Retrofit Project. The primary purposes for this project were identified in the 2011 Sewer Comprehensive Plan, as follows:

- Correct deficiencies with the Parshall flume influent flow measurement
- Replace the existing headworks mechanical bar screens, including the associated corroded electrical/control conduit and equipment, with new screens having a smaller opening size for improved capture of material and debris.

The City has identified the following additional improvements for consideration as part of this project to improve operations and performance:

- Replace the existing screenings washer/compactor, which is old and prone to freezing during cold weather, with a new unit that includes protection from freezing.
- Replace the Trunk A Palmer-Bowlus flume.
- Repair the Trunk A overflow pipeline.
- Provide a permanent hoisting method for removal of the influent screw pump motors and gearboxes.
- Cover the open channels and headworks equipment to contain odors and provide ducting and equipment to collect and treat foul air pulled from within the covered areas of the headworks.
- Rehabilitate the screw pumps.
- Retrofit actuators on the slide gates used to isolate the screen channels.
- Add drains to the screen channels.
- Construct a larger and enclosed area for a higher capacity screenings dumpster.
- Improve grit holding capacity in the screw pump sumps and/or provide grit pockets in the screening channels.
- Improve access for collection of influent grab samples.
- Install VFDs for the influent screw pumps and program automated control of these pumps based on level.

This Scope of Work for engineering services includes preliminary design, final design and bidding services for the WWTP Headworks Retrofit Project. Because the scope of design will not be fully defined until completion of the preliminary design, this Scope of Work includes a number of optional tasks that have a reasonable probability of being required, depending on the scope of improvements being considered. Any construction support services related to this project would be provided through an amendment to the original agreement.

Schedule

BHC will undertake to complete the Scope of Work based on the milestones listed below, assuming notice-to-proceed is provided by early November 2015.

- Completion of the Draft Preliminary Design Technical Memorandum by the end of March 2016.

- Completion of the final bid documents by the end of December 2016.
- Project bidding and award in first quarter of 2017.

Budget

The budget for this Scope of Work includes \$390,995 for the base Scope of Work and an additional \$138,946 in contingency for optional tasks identified herein for a total budget of \$529,941. BHC will be compensated on a time and materials basis per the attached budget estimate. Compensation shall not exceed the budgeted amount without prior authorization from the City. Contingency allocated for the optional tasks shall not be utilized unless approved by the City. Each optional task shall be limited to the scope identified herein and allocated budget, unless otherwise authorized by the City.

Scope of Services

Tasks for the Scope of Work include the following:

Task 1 – Project Management and Quality Control

- 1.1 Project setup and invoicing, communications with the City, and overall project planning and coordination.
- 1.2 Internal quality control reviews of each submittal and deliverable to the City.
- 1.3 Conduct a constructability review of the 50% submittal.

Receivables:

- Invoicing requirements, as applicable, from the City.

Deliverables:

- Invoices.

Task 2 – Preliminary Design

- 2.1 Alternatives for consideration during preliminary design will be as follows:
 - a) Identify up to three viable alternatives for replacement of the existing screens. Alternatives for consideration will be selected based on suitability for this application and availability of desired features and/or function based on feedback from the City during the predesign kickoff workshop.
 - b) Identify up to three viable alternatives for treatment of odors. Alternatives for consideration will be selected based on suitability for this application and availability of desired features and/or function based on feedback from the City during the predesign kickoff workshop.
 - c) For the Parshall flume, consider replacement or nesting a smaller flume.
 - d) For hoisting, consider a monorail or large davit crane.
 - e) For grit holding capacity, consider enlarging holding in the screw pump sumps and/or adding grit pockets in the screening channels.
 - f) For covering the screw pump channels, consider a building enclosure versus channel covers.
- 2.2 Develop improvement concepts for the other improvements, which will not involve multiple alternatives. Confirm these concepts with the City in the predesign kickoff workshop. After the improvement concepts are confirmed, develop costs associated with each.
- 2.3 Identify the closest comparable installations for each mechanical screen type selected for evaluation. Provide contact information to the City, so that the City may arrange and conduct site visits.
- 2.4 Evaluate and compare the alternatives identified above. The comparison will be based on cost (capital and O&M) and appropriate non-cost factors. Provide initial recommendations of improvement alternatives based on results of the comparisons and verify with the City during the alternatives evaluation workshop.

- 2.5 Develop an initial prioritized and itemized list of improvements and associated costs for the headworks retrofit project. Discuss and confirm the prioritization of improvements with the City and select those improvements that will be proposed for design during the alternatives evaluation workshop.
- 2.6 Evaluate the hydraulics associated with the proposed improvements to confirm additional modifications are not required to convey peak flows through the headworks with the proposed improvements in place. This evaluation will also consider the impact of rerouting the filter backwash discharge from the West Trunk Pump Station to the complete-mixed cells of the lagoons. Prepare hydraulic profile drawing.
- 2.7 Develop a process schematic drawing for the proposed improvements and prepare a preliminary site layout drawing.
- 2.8 Determine the scope of electrical and controls work associated with the proposed improvements.
- 2.9 Develop process and instrumentation diagrams (P&IDs) and preliminary control narratives for the proposed improvements.
- 2.10 Develop a preliminary opinion of probable construction cost, which will reflect a Class 4 estimate (applicable for 1% to 15% design) as defined by the American Association of Cost Engineers (AACE) with an expected accuracy range of -20% to +30%.
- 2.11 Develop a preliminary list of equipment, type and preferred manufacturers and a preliminary construction phasing approach.
- 2.12 Identify permits that will likely be required for the project. BHC will prepare a project specific SEPA checklist for the City and the City will be responsible for conducting the SEPA review process. BHC will assist the City with responding to technical related comments received during the review period.
- 2.13 Prepare a preliminary design technical memorandum summarizing the recommendations associated with this task and critical design parameters and considerations. A draft of the technical memorandum will be submitted to the City for review. Comments from the City collected during the preliminary design review workshop will be incorporated into a final version of the technical memorandum.

Receivables:

- Information as requested on existing equipment, structures, electrical and control requirements and existing control system.
- Consolidated comments on the draft preliminary design technical memorandum.

Deliverables:

- List and contact information for local installations.
- Summary of information from local installation site visits.
- Draft and final preliminary design technical memorandum including hydraulic profile, process schematic, preliminary site layout, P&IDs, control narratives, opinion of probable construction cost, and preliminary equipment list.
- SEPA checklist.

Task 3 – Site Investigations

- 3.1 BHC will conduct site visits to take field measurements, photographs, gather information from City staff, and verify existing conditions and equipment compared to record drawings. Two site visits (2 hours each) with three representatives from BHC for each are assumed.
- 3.2 BHC's structural engineer will review the geotechnical report that was prepared for the nearby decant facility to use as a guideline for work associated with creating a larger and enclosed screenings dumpster holding area and other incidental structural improvements.
- 3.3 BHC will subcontract with a surveyor to perform a topographic site survey of the project area. The scope of services for the topographic site survey will include the following:
 - a) The site survey work will cover an area of approximately 50,000 square feet around the existing headworks structure located at the northeast corner of the WWTP.

- b) Prior to performing survey work, the surveyor will designate and mark known conductible buried utilities using standard APWA colors and perform a sweep of the survey area in an attempt to identify unknown utilities.
 - c) The surveyor will establish horizontal (NAD83[2011] Washington North Zone State Plane coordinate system) and vertical control (NAVD 88) necessary for the topographic survey.
 - d) The site survey will locate all above ground features such as trees, fences, visible and identified buried utilities including inverts (where possible) as well as other significant natural and man-made details necessary to develop a 1' contour model of the site.
 - e) The site survey will include spot elevations at critical locations identified by BHC.
 - f) The surveyor will prepare a scale drawing in AutoCAD format using standard APWA symbols and point listing in a text file. Following review by BHC Consultants, LLC (BHC), the surveyor will make revisions as necessary to the drawing.
- 3.4 **OPTIONAL** – If the proposed improvements require more substantial structural work, a geotechnical investigation will need to be conducted to determine appropriate structural design parameters. Additionally, if the proposed structural or civil work requires significant excavation and earthwork, a cultural resources survey will need to be conducted. It is expected that excavation and earthwork will likely be constrained to areas of fill. Therefore, it is assumed that no historical properties will be impacted and not archaeological sites encountered. As a result, it is assumed that the cultural resources investigation should not have to go beyond preparation of an EZ-1 form and the associated approval process. It is also assumed that federal funds will not be utilized for this project, such that Section 106 will not supersede Governor's Executive Order 05-05. Should both or either of the geotechnical or cultural resources investigations be deemed necessary, the City will contract separately with a geotechnical engineer and/or archeologist to perform those services. However, BHC's effort to help coordinate these site investigations is included as an optional work item.

Receivables:

- Existing available site survey, geotechnical and cultural resources information for areas within or immediately surrounding the WWTP site.

Deliverables:

- Topographic survey of the area surrounding the WWTP headworks in AutoCAD.

Task 4 – Permitting

- 4.1 BHC will provide technical input to assist the City with preparing a Stormwater Pollution Prevention Plan, which is limited to the hours budgeted for this particular task work item. Preparation and submittal of an application for coverage under the Construction Stormwater General Permit will be deferred to construction.
- 4.2 BHC will provide technical input to the City to support preparation of applications for and responding to inquiries from other permitting agencies. BHC's permitting support is limited to the hours budgeted for this particular task work item. The City will prepare all permit applications (aside from the Construction Stormwater General Permit), function as the point of contact, and be responsible for securing those permits.
- 4.3 BHC will submit 90% design documents to the Washington State Department of Ecology (Ecology) and to the appropriate City departments for review and approval. Comments received from Ecology will be discussed during the Ecology review meeting, addressed in the final bid documents, and a list of responses to Ecology and City department comments prepared and submitted to Ecology and the City departments for verification that the manner in which the comments were addressed are acceptable.

Receivables:

- City building department, fire department and electrical review comments.

Deliverables:

- Ecology and City design review package, including structural calculations if necessary.
- Responses to Ecology and City department review comments.

Task 5 – Project Workshops and Meetings

- 5.1 Preliminary design kickoff workshop – Up to four representatives from BHC will attend the kickoff workshop. The purpose of this workshop will be to discuss scope and schedule, review the identified viable alternatives, discuss and confirm screening of alternatives, discuss and confirm criteria for evaluation of alternatives and discuss and confirm concepts for other improvements.
- 5.2 Alternatives evaluation workshop – Up to three representatives from BHC will attend the alternatives evaluation workshop. The purpose of this workshop will be to review results of the alternative evaluations, select alternatives for implementation and develop an initial prioritized and itemized list of selected improvements.
- 5.3 Preliminary design review workshop – Up to two representatives from BHC will attend this workshop. The purpose of this workshop is to collect and discuss comments from the City on the draft preliminary design technical memorandum.
- 5.4 Design kickoff workshop – Up to four representatives from BHC will attend this workshop. The purpose of this workshop will be to discuss any modifications to scope and schedule, review the basis of design, discuss scheduling and coordination of site investigation activities, review preliminary equipment list and manufacturers used as basis of design and review additional information needs.
- 5.5 50% design review workshop – Up to three representatives from BHC will attend this workshop. The purpose of this workshop will be to collect and discuss comments from the City on the 50% design submittal, review the opinion of probable construction cost, and determine if any adjustments need to be made to the scope of design.
- 5.6 90% design review workshop – Up to three representatives from BHC will attend this workshop. The purpose of this workshop will be to collect and discuss comments from the City on the 90% design submittal, review the opinion of probable construction cost, and determine if any adjustments need to be made to the scope of design.
- 5.7 Ecology review meeting – Up to two representatives from BHC will attend this meeting. The purpose of this meeting will be to review and discuss comments from the Ecology on the 90% design submittal.
- 5.8 Public Works Committee Meeting – BHC will assist the City with preparation of materials for presentation of the project at a Public Works Committee meeting. The effort is limited to the budget allocated for this item and does not include time for attendance at the meeting.
- 5.9 Pre-Bid meeting – Up to two representatives from BHC will attend this meeting. BHC will conduct an initial overview of the project and field questions from bidders. BHC will also help lead a tour of the headworks facility following the meeting.

Receivables:

- None.

Deliverables:

- Meeting/workshop agendas.
- Meeting/workshop minutes.
- Public Works Committee Meeting presentation materials

Task 6 – Preparation of Bid Documents

- 6.1 BHC will conduct internal project team coordination meetings every other week to coordinate design tasks, communicate progress and identify information needs. The project manager will also coordinate efforts between disciplines and facilitate exchange of information.
- 6.2 The 50% design drawings will consist of:
 - a) Title sheet, drawing index, abbreviations, symbols and notes, process schematic, design criteria and hydraulic profile.
 - b) Existing site plan, new site plan and yard piping plan.
 - c) Structural notes and plans.
 - d) Architectural plan, if necessary.
 - e) Mechanical plans and major sections.
 - f) Electrical site plan and one-line diagram.
 - g) Process and instrumentation diagrams.
- 6.3 The 50% specifications will consist of a table of contents and drafts of major equipment specifications and the control narratives in CSI format. These CSI formatted specifications (Divisions 1 – 17) will be referenced and included as Special Provisions to the Standard Specifications by WSDOT that the City uses in the final bid documents.
- 6.4 The 50% opinion of probable construction cost will reflect a Class 2 estimate (applicable for 30% to 75% design) as defined by the AACE with an expected accuracy range of -10% to +15%.
- 6.5 The 90% design drawings will incorporate comments on the 50% drawings and consist of the following additional drawings:
 - a) Erosion control plan and details.
 - b) Civil details.
 - c) Structural sections and details.
 - d) Architectural sections, details and schedules, if necessary.
 - e) Mechanical details and remaining sections.
 - f) Electrical schematic diagrams, MCC elevation, conduit and wire schedules, panel schedules, power and signal plan, lighting plan and details.
 - g) Instrumentation details and network diagram.
- 6.6 The 90% specifications will incorporate comments on the 50% specifications and include applicable technical specifications (CSI format utilizing Divisions 1 – 17) and front end documents based on the City's standard, which references the WSDOT Standard Specifications. BHC will revise the City's standard Special Provisions to modify the WSDOT Standard Specifications for this project. Specifications not covered by the WSDOT Standard Specifications will be prepared in CSI format and referenced in the Special Provisions.
- 6.7 The 90% opinion of probable construction cost will reflect a Class 1 estimate (applicable for 65% to 100% design) as defined by the AACE with an expected accuracy range of -5% to +10%.
- 6.8 BHC will prepare a preliminary construction schedule for the 50% design submittal and update the schedule for the 90% design submittal. This schedule will aid in setting the contract duration and developing project phasing.
- 6.9 Comments from the City, Ecology and permitting agencies on the 90% submittal will be incorporated into the design documents. A 100% submittal will be prepared and submitted to the City for final review. The 100% submittal may consist of a few new items in response to comments, but will largely be a revision and update of the 90% submittal based on comments received.
- 6.10 BHC will incorporate any comments from the City on the 100% submittal into the design documents and produce final documents for bidding.
- 6.11 **OPTIONAL** – Design effort associated with the following improvements will be individually broken out as optional items, in case the City decides to exclude any or all of these from the design effort following completion of preliminary design:
 - a) Constructing a building type enclosure over the screw pumps to allow access by staff for routine cleaning and inspection of the pumps, if it is determined that there are no covers for the screw pump

- channels that are suitable to facilitate routine access. The extra structural, architectural, mechanical, and electrical design effort associated with addition of this building/enclosure is based on the assumptions that it would enclose the screw pump sump and channel areas at the north end of the headworks structure (approximate 40 feet long by 24 feet wide) and consist of a concrete foundation, CMU walls and metal roof with windows/skylights for natural lighting and stair access to doorways. Interior surfaces would be designed to resist corrosion and facilitate washdown. The building would be tall enough to facilitate hoisting of the screw pump motors and gearboxes with a permanent hoisting mechanism (e.g., monorail) and the entire enclosed space would be ventilated for odor control. BHC would subcontract the architectural design to an architectural firm.
- b) Significant structural modifications necessary to support a wider headworks screen.
 - c) Rehabilitation of the screw pumps.
 - d) Retrofitting actuators on the slide gates used to isolate the screen channels.
 - e) Adding drains to the screen channels.
 - f) Improve grit holding capacity in the screw pump sumps and/or provide grit pockets in the screening channels.
 - g) Installing VFDs for the influent screw pumps and programming automated control of these pumps based on level.

Receivables:

- Consolidated comments on the 50%, 90% and 100% design submittals.
- City standard front-end documents.
- Legal review comments to revised front-end documents.

Deliverables:

- 50%, 90% and 100% design submittals each consisting of drawings, specifications and opinion of probable construction cost.
- Revised front end documents for legal review.

Task 7 – Bidding Support Services

- 7.1 BHC will assist the City with responding to questions from bidders as requested by the City. Time for this work item is limited to the budget allocated.
- 7.2 BHC will prepare addenda and clarifications. Up to three addenda/clarification documents are assumed.

Receivables:

- Bidder questions.

Deliverables:

- Responses to bidder questions, as requested by the City.
- Addenda/clarifications.

City Responsibilities

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

- Participate in project meetings and workshops and arrange the meeting location.
- Arrange and conduct site visits to review installations of different screening alternatives.
- Select alternatives and improvements for implementation.
- Provide consolidated review comments on submittals.
- Provide requested information to BHC, as available, and provide access to staff.

- Contract directly with a geotechnical engineer to perform a geotechnical investigation and/or an archeologist to perform a cultural resources survey as necessary to support design and permitting of the proposed improvements.
- Prepare a Stormwater Pollution Prevention Plan for the project.
- Provide specification and drawing standards.
- Provide the City's standard front-end documents, which shall include bid proposal documents and Special Provisions, and provide legal review of revisions made by BHC.
- Prepare all permit applications (aside from the Construction Stormwater General Permit), function as the point of contact, and be responsible for securing the permits.
- Pay all permitting fees.
- City will prepare the bid advertisement, advertise project, provide bid documents to bidders and maintain plan holder list.
- City will respond to bidder questions and distribute addenda/clarification documents.
- City will prepare bid tabulation.
- City will evaluate bid proposals and make a recommendation for project award.

Exclusions

The following items are excluded from this Scope of Work, but can be added via amendment to the original agreement or included in a future Scope of Work if the City so desires:

- Preparation of a separate Engineering Report for submittal to and review by Ecology.
- Updates to the current sewer comprehensive plan or WWTP facility plan. As discussed above, the current sewer comprehensive plan already identifies key improvements to the headworks to address the most critical deficiencies.
- Conducting the SEPA review process, aside from preparation of a SEPA checklist and assisting the City with responses to technical related comments from agency review and the public comment period.
- State Environmental Review Process (SERP), cultural resources survey (except optionally preparation and approval of an EZ-1 form), biological assessment and environmental permitting beyond the SEPA checklist support and preparation of the application for coverage under the Construction Stormwater General Permit.
- Geotechnical investigation, except optionally effort to coordinate with a geotechnical engineer hired by the City to support design of the proposed improvements as necessary.
- Cultural resources survey, except optionally effort to coordinate with an archeologist hired by the City to support permitting the proposed improvements as necessary.
- Preparation of a cultural resources unanticipated discovery plan.
- Preparation of a Stormwater Pollution Prevention Plan or application for coverage under the Construction Stormwater General Permit.
- Evaluation of alternatives for preliminary design beyond the number and type identified in this Scope of Work.
- Arranging, conducting or participating in site visits to review installations of different screening alternatives.
- Handling/disposal of hazardous material.
- New electrical utility service.
- Stormwater or drainage improvements.
- Shoring or dewatering design
- Wetlands mitigation support.
- Easement or right-of-way support.

- Utility pot-holing.
- Permit support for a shoreline permit, hydraulic project approval (HPA), Puget Sound Clean Air Agency and Federal Emergency Management Agency (FEMA). None of these are expected to be required.
- Modifications to or applications for a new NPDES permit or Biosolids General Permit, as neither of these are expected to be impacted by this project.
- Council briefings.
- Preparation of a construction quality assurance plan (CQAP). This would be prepared as part of construction support services.
- Preparation of conformed documents. These would be prepared as part of construction support services if desired.
- Preparation of bid advertisement, advertisement of project, providing bid documents to bidders, maintaining plan holder list, distributing clarifications and addenda, evaluating bid proposals, making a recommendation for project award.
- Bid support services if the project is re-bid.
- Construction support services.
- Programming services for programmable logic controllers or any other electrical devices.
- Startup services.
- Record drawings.

Index #8

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

AGENDA ITEM: Marysville Police School Resource Officers MOU with the Marysville School District	
PREPARED BY: Richard Smith	DIRECTOR APPROVAL:
DEPARTMENT: Police	
ATTACHMENTS: MSVL School District No. 25 and City of Marysville School Resource Officer(s) Agreement	
BUDGET CODE:	AMOUNT: \$576,000.00
SUMMARY:	

The attached document is the Memorandum of Understand between Marysville Police Department and the Marysville School District for two assigned School Resource Officers.

This MOU states that the Marysville School District will pay ten months salaries for two assigned School Resource Officers for a period of three years. This agreement (MOU) is a partnership between the Marysville Police Department and the Marysville School District.

This MOU begins at the start of the 2015/2016 school year, dated September 1, 2015 and concludes June 30, 2018.

The Marysville School District has committed to paying \$192,000.00 annually for the following school years; (2015/2016), (2016/2017), (2017/2018).

RECOMMENDED ACTION: Accept and approve the attached MOU with the Marysville School District for funding 10 months salary for two assigned School Resource Officers salaries inclusive of 9/1/2015 and 6/30/2018 school terms.

Marysville School District No. 25
And
City of Marysville
School Resource Officer(s) Agreement

This agreement made between and entered into this _____ day of _____, 2015, by and between the City of Marysville (hereinafter referred to as the City) and the Marysville School District (hereinafter referred to as the School District).

WITNESSETH

WHEREAS, the City of Marysville and the Marysville School District agree that it is in the best interest of both parties to continue with the School Resource Officer program by assigning police officers to the selected schools of the District; and

WHEREAS, two officers are currently assigned as School Resource Officers (SRO); and

WHEREAS, the parties agree that the SRO's have provided valuable services to the School District and its students; and

WHEREAS, the parties agree that the SRO program increases public safety; and

WHEREAS, the parties agree that the SRO program is a high priority; and

WHEREAS, the Marysville School District agrees to provide partial funding for the two School Resource Officers for three years -- a period covering the 2015-2016, 2016-2017, and 2017-2018 school years, unless terminated according to this agreement.

Now Therefore it is Mutually Agreed As Follows:

1. Purpose

The Marysville Police Department and the Marysville School District will assign two (2) regularly employed Marysville Police Officers to serve as School Resource officers within the District's schools. The Officers will provide assistance with safety and security issues on the school campuses and at other school events. The officers shall respond to reports of criminal activity which have occurred on the assigned campus and shall assist to identify, investigation, deter,

and respond to incidents involving weapons, violence, harassment, intimidation, youth gang involvement or other crime related activities.

In addition, and when time allows, the Officers will serve as a positive resource to provide school students, parents, school staff and administrators with information, support, and problem-solving mediation and facilitation.

The School Resource Officers' mission includes the Community Policing Strategy outlined by the United States Department of Justice's Community Oriented Police Services ("COPS"). The strategy is summarized as: "Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime."

It is agreed that the City shall select the Officers to be assigned to the schools in consultation with the school administration. The Officers shall be assigned to the school assignment for their regular workweek minus any scheduled vacation time, sick time, training time, court time, or any other police related emergency.

Scheduling for the Officers while school is in session will be mutually agreed upon by the school administration, and the Officers' police supervisor. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.) the Officers will work on assignments as determined by the police supervisor.

2. Payment

The Marysville School District shall make an annual payment to the City due on June 30th of 2016, 2017, and 2018, following completion of the school year for which police service was provided. The payments represent the financial responsibility of the Marysville School District outlined in this Agreement. The School District will pay the City an amount equal to the base salary for the SROs and the City will notify the School District of the cost of the base salaries for the ensuing school year. This agreement does not constitute an employment agreement between the District and the City.

Throughout the duration of this agreement, each SRO will remain an employee of the City for all relevant employment purposes and obligations under federal, state, and local law. The City shall be responsible all costs of employing the officers, such as overtime, benefits, etc. The annual amount of the School District's obligation for 2015-2016 shall be in accordance with the payment schedule attached as Exhibit A. The City shall provide the School District with an updated payment schedule for the 2016-2017 school year by June 30, 2016, and for the 2017-2018 school year by June 30, 2017.

3. Agreement for Sole Benefit of Parties

It is understood and agreed to that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party.

4. No Joint Venture or Separate Entity

No joint venture or partnership is formed as a result of this agreement.

5. Reporting Obligations

The City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report suspected abuse or neglect of any child under the age of 18 pursuant to the provisions of Chapter 26.44 RCW.

In addition, the City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report to the building or program administrator any use of restraint or force used on any student engaged in school-sponsored instruction or activities. SROs will also follow-up with any required written notice or report detailing such the facts of such incident in compliance with RCW 28A.600.485.

6. Policies and Procedures of the District

Each SRO assigned to a school will become familiar with the District's policies and procedures and will strive to comply with and promote the policies and mission of the District while assigned to a school. Each SRO acknowledges the importance of adult role models in the lives of students served by the District, and agrees to conduct himself/herself at all times and in all interactions with students in a manner consistent with community expectations, the highest professional standards, and District Policy 5253 and implementing procedure 5253P (Maintaining Professional Staff/Student Boundaries).

7. Student Education Records (FERPA)

Notes, records, and other documents related to a student that have been created or maintained by an SRO while working with the school may be "education records" within the meaning of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and 34 C.F.R. Part 99, as well as corresponding state law, unless the document is exempted from the "education record" definition by federal regulation. When such notes, records, and other documents fall within the definition of an "education record," such notes, records, and other documents are subject to the request and confidentiality provisions of FERPA, and must be

shared with the school or a student's parent/guardian upon request unless a specific exception applies.

SROs working on school grounds may also have access to additional student education records while assigned to school to carry out the SROs duties and responsibilities. Any education records containing a student's personally identifiable information may not be further disclosed by an SRO to any third party without express written permission of the student's parent/guardian or unless otherwise authorized by federal or state law.

Both parties are subject to the Public Records Act (PRA), chapter 42.56 RCW and shall comply with the PRA and cooperate to ensure compliance with the PRA and with FERPA.

8. Independent Contractor

The SROs will remain under the supervision, direction, and policies of the City and all City property used by the SROs will remain City property. In the event the School District provides the use of School District property to the officers, it shall be on a temporary basis and will remain the property of the School District.

9. Administration

The Chief of Police will direct the SROs. To the extent any joint decisions are necessary the Chief and the Superintendent or the Superintendent's designee (e.g., the school building administrator) will confer or cause their subordinates to confer to carry out the purposes of this Agreement.

10. Liability and Indemnification

Each Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement. The City agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the City, its employees, officers, or agents. The District agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the District, its employees, officers, or agents. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington. Neither party shall be responsible to the other party for the consequences of any acts or omission of any person, firm, or corporation not a party to this agreement. Neither party to this agreement is the agent of the other party.

The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

No liability shall attach to the City or the District by reason of entering into this agreement except as expressly provided herein.

11.Nondiscrimination

The City and District agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, denied employment in, or adversely affected in his or her education in the administration of or in connection with any aspect of this agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and Washington Law Against Discrimination, and agree to promptly investigate, respond to, and eliminate harassment involving students of which they have knowledge, as required by the provisions of federal and state law.

In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

12.Dispute Resolution

Any disputes between the District and the City in regard to the agreement shall be referred for determination to the Chief of Police, or his/her designee, and the Superintendent and his/her designee, for resolution.

13.Termination

Either party may terminate this Agreement for any reason if it provides the other party with at least 60 days advance written notice. In the event of termination of the agreement, the School District shall pay the City a prorated amount based upon the number of days worked by each SRO compared to the total number of days in the school year. Either party may commence renegotiation of the terms of this Agreement if it provides the other party with at least 60 days advance written notice. The parties also may renegotiate at any time by mutual agreement, provided that any change to the terms of this Agreement must be in writing.

14. Venue

This agreement and the parties' interpretation of this agreement shall be governed by Washington law, and the venue for any claim or dispute arising out of this agreement shall be Snohomish County, Washington.

15. Duration

This Agreement shall run from September 9, 2015, until June 30, 2018, or the last day of school for the 2017-2018 school year whichever is earlier.

16. Entire Agreement

This agreement constitutes the entire understanding between the parties and no other agreements, oral, or otherwise, are in existence or shall be deemed binding upon the parties. This agreement may be amended by written instrument executed by the parties.

In Witness Whereof, the parties hereto have executed this agreement on the day and year first above written.

City of Marysville

Marysville School District

Mayor
Jon Nehring

Superintendent
Dr. Becky Berg

Chief of Police
Chief Richard L. Smith

Approved as to form:

City Attorney Jon Walker

Exhibit A

Marysville School District No. 25

and

City of Marysville

School Resource Officers Agreement

Payment Schedule Addendum

2015-2016 school year = 75% of SRO salary:	\$192,000.00 (salary & benefits)
SRO (2) September 2016 – June 2017	\$TBD (salary & benefits)
SRO (2) September 2017 – June 2018	\$TBD (salary & benefits)
Funding for 2016-2017 and 2017-2018 per the Current Bargaining Agreement (MPOA)	

City of Marysville

Marysville School District

Mayor
Jon Nehring

Superintendent
Dr. Becky Berg

Chief of Police
Chief Richard L. Smith

Index #9

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

AGENDA ITEM: Community Oriented Policing (SRO) Grant Memorandum of Understanding (MOU) with the Marysville School District	
PREPARED BY: Richard Smith	DIRECTOR APPROVAL:
DEPARTMENT: Police	
ATTACHMENTS: MSVL School District No. 25 and City of MSVL School Resource Officer(s) Agreement	
BUDGET CODE:	AMOUNT:
SUMMARY:	

As of October 1, 2015, Marysville Police Department has been awarded funding from the Community Oriented Policing (COPS) Department of Justice agency to fund three police officers which mandates assignment as School Resource Officers. The COPS grant will pay a total of \$375,000.00 for the first three years, and per the application and the City of Marysville is required to sustain these positions for a minimum of 12 months post grant funding.

The attached document is the MOU between Marysville Police Department and the Marysville School District for the above dedicated SROs. There is no monetary commitment needed from the Marysville School District with this MOU.

RECOMMENDED ACTION: Approve the awarding of the COPS grant funds regarding the attached MOU with the Marysville School District for having SROs in their schools.

Marysville School District No. 25
And
City of Marysville
School Resource Officer(s) Agreement

This agreement made between and entered into this _____ day of _____, 2015, by and between the City of Marysville (hereinafter referred to as the City) and the Marysville School District (hereinafter referred to as the School District).

WITNESSETH

WHEREAS, the City of Marysville and the Marysville School District agree that it is in the best interest of both parties to continue with the School Resource Officer program by assigning police officers to the selected schools of the District; and

WHEREAS, two officers are currently assigned as School Resource Officers (SRO); and

WHEREAS, the parties agree that the SRO's have provided valuable services to the School District and its students; and

WHEREAS, the parties agree that the SRO program increases public safety; and

WHEREAS, the parties agree that the SRO program is a high priority; and

WHEREAS, pursuant to a separate agreement, the Marysville School District has agreed to provide partial funding for the two existing School Resource Officers for three years -- a period covering the 2015-2016, 2016-2017, and 2017-2018 school years; and

WHEREAS, both parties and public safety would benefit from an expansion of the SRO program; and

WHEREAS, The parties anticipate that a COPS grant is available to fund the three additional SRO positions

WHEREAS, funding three additional SRO's through a grant from the United States Department of Justice's Community Oriented Policing Services would significantly enhance the program and its benefit to the parties and the community;

Now Therefore it is Mutually Agreed As Follows:**1. Purpose**

The Marysville Police Department and the Marysville School District currently split the costs of two (2) regularly employed Marysville Police Officers who serve as School Resource officers within the District's schools. The Officers provide assistance with safety and security issues on the school campuses and at other school events. The officers respond to reports of criminal activity which have occurred on the assigned campus and assist to identify, investigation, deter, and respond to incidents involving weapons, violence, harassment, intimidation, youth gang involvement or other crime related activities.

In addition, and when time allows, the Officers serve as a positive resource to provide school students, parents, school staff and administrators with information, support, and problem-solving mediation and facilitation.

The School Resource Officers' mission includes the Community Policing Strategy outlined by the United States Department of Justice's Community Oriented Police Services ("COPS"). The strategy is summarized as: "Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime." This strategy will be implemented at the school level by the SROs.

This Agreement addresses expanding and enhancing the existing SRO program with three additional SRO's. The parties anticipate that a COPS grant is available to fund the three additional SRO positions. This would increase the total strength of the SRO program from two officers to five officers and greatly increase the services to students and the community. The parties will cooperate to meet any conditions to obtain and maintain the COPS grant.

It is agreed that the City shall select the Officers to be assigned to the schools in consultation with the school administration. The Officers shall be assigned to the school assignment for their regular workweek minus any scheduled vacation time, sick time, training time, court time, or any other police related emergency.

Scheduling for the Officers while school is in session will be mutually agreed upon by the school administration, and the Officers' police supervisor. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.) the Officers will work on assignments as determined by the police supervisor.

2. Payment

The Marysville School District shall continue to provide funding for the base salaries of the two SROs that are the subject of a separate agreement between the parties. This agreement does not constitute an employment agreement between the District and the City.

Throughout the duration of this agreement, each SRO will remain an employee of the City for all relevant employment purposes and obligations under federal, state, and local law. The City shall be responsible all costs of employing the officers, such as overtime, benefits, etc.

3. Agreement for Sole Benefit of Parties

It is understood and agreed to that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party.

4. No Joint Venture or Separate Entity

No joint venture or partnership is formed as a result of this agreement.

5. Reporting Obligations

The City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report suspected abuse or neglect of any child under the age of 18 pursuant to the provisions of Chapter 26.44 RCW.

In addition, the City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report to the building or program administrator any use of restraint or force used on any student engaged in school-sponsored instruction or activities. SROs will also follow-up with any required written notice or report detailing such the facts of such incident in compliance with RCW 28A.600.485.

6. Policies and Procedures of the District

Each SRO assigned to a school will become familiar with the District's policies and procedures and will strive to comply with and promote the policies and mission of the District while assigned to a school. Each SRO acknowledges the importance of adult role models in the lives of students served by the District, and agrees to conduct himself/herself at all times and in all interactions with students in a manner consistent with community expectations, the highest professional standards, and District Policy 5253 and implementing procedure 5253P (Maintaining Professional Staff/Student Boundaries).

7. Student Education Records (FERPA)

Notes, records, and other documents related to a student that have been created or maintained by an SRO while working with the school may be "education records" within the meaning of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and 34 C.F.R. Part 99, as well as corresponding state law, unless the document is exempted from the "education record" definition by federal regulation. When such notes, records, and other documents fall within the definition of an "education record," such notes, records, and other documents are subject to the request and confidentiality provisions of FERPA, and must be shared with the school or a student's parent/guardian upon request unless a specific exception applies.

SROs working on school grounds may also have access to additional student education records while assigned to school to carry out the SROs duties and responsibilities. Any education records containing a student's personally identifiable information may not be further disclosed by an SRO to any third party without express written permission of the student's parent/guardian or unless otherwise authorized by federal or state law.

Both parties are subject to the Public Records Act (PRA), chapter 42.56 RCW and shall comply with the PRA and cooperate to ensure compliance with the PRA and with FERPA.

8. Independent Contractor

The SROs will remain under the supervision, direction, and policies of the City and all City property used by the SROs will remain City property. In the event the School District provides the use of School District property to the officers, it shall be on a temporary basis and will remain the property of the School District.

9. Administration

The Chief of Police will direct the SROs. To the extent any joint decisions are necessary the Chief and the Superintendent or the Superintendent's designee (e.g., the school building administrator) will confer or cause their subordinates to confer to carry out the purposes of this Agreement.

10. Liability and Indemnification

Each Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement. The City agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the City, its employees, officers, or agents.

The District agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the District, its employees, officers, or agents. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington. Neither party shall be responsible to the other party for the consequences of any acts or omission of any person, firm, or corporation not a party to this agreement. Neither party to this agreement is the agent of the other party.

The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

No liability shall attach to the City or the District by reason of entering into this agreement except as expressly provided herein.

11.Nondiscrimination

The City and District agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, denied employment in, or adversely affected in his or her education in the administration of or in connection with any aspect of this agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and Washington Law Against Discrimination, and agree to promptly investigate, respond to, and eliminate harassment involving students of which they have knowledge, as required by the provisions of federal and state law.

In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

12.Dispute Resolution

Any disputes between the District and the City in regard to the agreement shall be referred for determination to the Chief of Police, or his/her designee, and the Superintendent and his/her designee, for resolution.

13.Termination

Either party may terminate this Agreement for any reason if it provides the other party with at least 60 days advance written notice. In the event of termination of the agreement, the School District shall pay the City a prorated amount based upon the number of days worked by

each SRO compared to the total number of days in the school year. Either party may commence renegotiation of the terms of this Agreement if it provides the other party with at least 60 days advance written notice. The parties also may renegotiate at any time by mutual agreement, provided that any change to the terms of this Agreement must be in writing.

14. Venue

This agreement and the parties' interpretation of this agreement shall be governed by Washington law, and the venue for any claim or dispute arising out of this agreement shall be Snohomish County, Washington.

15. Duration

This Agreement shall run from September 9, 2015, until June 30, 2018, or the last day of school for the 2017-2018 school year whichever is earlier. In the event the anticipated COPS grant is not awarded or is cancelled, the obligations of both parties regarding the three additional SROs will terminate.

16. Entire Agreement

This agreement constitutes the entire understanding between the parties and no other agreements, oral, or otherwise, are in existence or shall be deemed binding upon the parties. This agreement may be amended by written instrument executed by the parties.

In Witness Whereof, the parties hereto have executed this agreement on the day and year first above written.

City of Marysville

Marysville School District

Mayor
Jon Nehring

Superintendent
Dr. Becky Berg

Chief of Police
Chief Richard L. Smith

Approved as to form:

City Attorney Jon Walker

Exhibit A
Marysville School District No. 25
and
City of Marysville
School Resource Officers Agreement

Payment Schedule Addendum

SRO (3) September 2016 – June 2017	\$0.00 (salary & benefits)
SRO (3) September 2017 – June 2018	\$0.00 (salary & benefits)
SRO (3) September 2018 – June 2019	\$0.00 (salary & benefits)

City of Marysville

Marysville School District

Mayor
Jon Nehring

Board of Directors

Chief of Police
Chief Richard L. Smith

Superintendent
Dr. Becky Berg

Index #10

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 11/9/15

AGENDA ITEM: Community Beautification Program Grant	
PREPARED BY: Tonya Miranda	DIRECTOR APPROVAL:
DEPARTMENT: Executive Department	
ATTACHMENTS: 1. Description of Grant Application Proposed Projects	
BUDGET CODE: 00199524.548000	AMOUNT: \$25,500.00
SUMMARY:	

The Community Beautification Program Grant Review Committee convened on October 27, 2015 to review grant applications. Funding available is \$30,000 through 2016.

The committee recommended award of \$25,500 to applicants.

Tuscany Homeowners Association Replacement of fence along community park perimeter	\$5,000.00
Kellogg Village Homeowners Association Replacement of fence around park at entrance to neighborhood	\$5,000.00
102nd Place NE Clean-up of stormwater ponds at entrance to neighborhood	\$5,000.00
Rolling Green Estates Replacement of trees in community park	\$5,000.00
Sunnyside Estates Replanting of neighborhood gateway at subdivision entrance	\$500.00
Otter Creek Fencing of detention pond and vegetation cleanup/removal	\$5,000.00

RECOMMENDED ACTION:

Approve Community Beautification Program Grant Review Committee's recommendation to award funding.

Community Beautification Program Grant Application Descriptions

Tuscany HOA - Replacement of Fence along Community Park Perimeter

Tuscany HOA is in need of replacing the fence along the west side of our community park. This project was considered in the past and decided against due to the financial impact. The fence is approximately 18 years old and in need of replacement. Our community park is undergoing renovations which will enhance the overall appearance of the park making it more inviting to our homeowners and neighbors. The fence replacement will enhance the community appeal as well as make our community park a more favorable place to enjoy. The HOA is having a fencing contractor, licensed and bonded do the work. The HOA will be tasked with maintaining the fence. This project, once completed, will strengthen our pride in community and provide an example for other communities to follow.

Kellogg Village HOA - Replacement of Fence around Park at Entrance to Neighborhood

We would like to replace the broken and vandalized Vinyl fence, which protects our parks at the entry to our community. This is the first impression someone has of our community and is a matter of pride for our owners. We have contacted town and country fence for the bid and they will remove the old fence and replace it with a nice, black chain link of 3' in height. This will be a maintenance and vandalism free solution to our parks. By replacing this fence it will not only protect our parks, but it will raise the bar, not allowing our community to slip into disrepair and increased crime. We work hard to raise this bar which in turn has promoted more individual ownership and accountability for owners' lots, raising values and limiting vacant homes up for sale for long periods due to the condition of the neighborhood.

102nd Place NE - Clean-up of Stormwater Ponds at Entrance to Neighborhood

The entrance to our neighborhood at the intersection of 51st Ave NE and 102nd Pl NE hosts two, large privately owned stormwater ponds that service approximately 80 homeowners across several blocks. The ponds are hazardous eyesores that require significant improvements to become safe, functional and welcoming amenities within our neighborhood. This community beautification project is broken into four phases, the first of which was completed this summer. We are requesting funds to implement Phase Two of the project in the late fall/early winter of 2015. Phase One: Clear invasive, Himalayan blackberry bushes, trash and hazardous waste from the entrance and exits of three storm pipes to ensure they are ready to process fall, winter and spring rain events. Phase Two: Remove hazardous trees, primarily cottonwood, and finish clearing Himalayan blackberries, trash and hazardous waste from the two ponds. Phase Three: Seed and/or plug the ponds with native, flood and drought tolerant ground covers such as slough sedge (*Carex obnupta*) and small fruited bulrush (*Scirpus microcarpus*) to help prevent future infestations of Himalayan blackberry from becoming established. Phase Four: Replace existing wood fence with chain link and post signage on both ponds that identifies the sites as well maintained stormwater facilities that provide multiple community benefits.

Rolling Green Estates - Replacement of Trees in Community Park

We are respectfully requesting \$5,000 to help fund the replacement of trees in our 7-acre community park. We have allocated over \$6,000 for the removal of 14 dead and diseased trees, and we are seeking funds to cover the cost of purchasing and planting 25 new trees that will provide long term beauty and seasonal interest. Rolling Green Estates is a thriving and diverse multi-generational community on 100th St NE between 59th Dr NE and 62nd Dr NE. Our community is beginning to recover from the recession of 2008 when many homes were lost to foreclosure and long term residents moved away. Recently, there has been a renewed interest in bringing back the beauty and livability of this unique neighborhood. The Rolling Green Estates HOA, in cooperation with the residents, has begun to implement a list of projects to restore this neighborhood and attract like-minded residents. One of those projects is the replacement of trees in the park.

Sunnyside Estates - Replanting of Neighborhood Gateway at Subdivision Entrance

This project will enhance the appearance of Sunnyside Estates by replacing dead plants with drought-resistant shrubs at the entrance monument and a bare common area. Also, dead/damaged red maple trees along the street need to be replaced. All labor and maintenance is done by homeowner volunteers and a contracted landscape firm. This work would make for a more visually appealing area, plus adding plants to the bare area would improve the environment and water runoff.

Otter Creek - Fencing of Detention Pond and Vegetation Cleanup/Removal

The homeowners of Otter Creek have received letters from the City of Marysville that we are out of compliance for the north and south entrances to Otter Creek. Unfortunately, when these homes were sold, there was no compliance required for an HOA, so no HOA was formed. Unfortunately, not all neighbors want to participate in an HOA at this time. We are requested grant funding to bring the north and south entrances up to code, including removing trees, killing weeds, removing brush and debris, cutting trees, clearing drains, posting signs, repairing a fence, repairing the Otter Creek sign, setting up quarterly maintenance and forming a neighborhood watch.

Update
Index #16

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **October 28, 2015** claims in the amount of **\$531,828.25** paid by **Check No. 103567 through 103740 with Check No.'s 78405, 78684, 78881, 78926, 79585, 79593, 80916, 81484, 81709, 81723, 81792, 84040, 84275, 84545, 85063, 85549, 85610, 86185, 86494, 86910, 86945, 87564, 87590, 87634, 87738, 88124, 88285, 89095, 89324, 90434, 90996, 91070, 91138, 92450, 92864 & 93018** voided.

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-10

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$531,828.25 PAID BY CHECK NO.'S 103567 THROUGH 103740 WITH NO CHECK NO.'S 78405, 78684, 78881, 78926, 79585, 79593, 80916, 81484, 81709, 81723, 81792, 84040, 84275, 84545, 85063, 85549, 85610, 86185, 86494, 86910, 86945, 87564, 87590, 87634, 87738, 88124, 88285, 89095, 89324, 90434, 90996, 91070, 91138, 92450, 92864 & 93018 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 **9th DAY OF NOVEMBER 2015.**

COUNCIL MEMBER

DATE: 10/29/2015
TIME: 8:50:19AM

**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>
103567	3M	MISC. TRANSFER TAPE - SIGN SHO	TRANSPORTATION MANAGEM	235.01
103568	ALBERTSONS	INMATE SUPPLIES	DETENTION & CORRECTION	191.23
103569	ALDERMAN, ROY A	REIMBURSE MILEAGE	UTIL ADMIN	21.39
103570	AVERY, DAMA	REFUND CLASS FEES	PARKS-RECREATION	138.00
103571	BACKSTROM CURB	CURB & GUTTER, SIDEWALK & ADA	TRANSPORTATION MANAGEM	9,869.47
103572	BANK OF AMERICA	TRAINING/AD REIMBURSEMENT	ENGR-GENL	10.00
	BANK OF AMERICA		TRAINING	288.17
103573	BHC CONSULTANTS	PROFESSIONAL SERVICES - SEPTEM	WASTE WATER TREATMENT F	13,965.40
103574	BICKFORD FORD	TRANS FILTER & PAN GASKET - #V	EQUIPMENT RENTAL	31.08
	BICKFORD FORD	BRAKE ROTORS & PADS	ER&R	160.39
	BICKFORD FORD	DRIVE AXLE, SEAL & WHEEL BEARI	EQUIPMENT RENTAL	317.66
103575	BILLING DOCUMENT SPE	BILL PRINTING SERVICES	UTILITY BILLING	1,202.93
	BILLING DOCUMENT SPE		UTILITY BILLING	3,649.90
103576	BOGUE, DAN & DORY	UB 851330000000 8027 55TH AVE	WATER/SEWER OPERATION	39.16
103577	BOSANKO, PAUL	UB 163420000002 13311 45TH AVE	WATER/SEWER OPERATION	110.53
103578	BRASFIELD, RANDOLPH	UB 760200000000 7303 57TH ST N	WATER/SEWER OPERATION	200.00
103579	BRINKS INC	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	99.68
	BRINKS INC		UTIL ADMIN	99.68
	BRINKS INC		GOLF ADMINISTRATION	182.59
	BRINKS INC		UTILITY BILLING	186.26
	BRINKS INC		POLICE ADMINISTRATION	359.43
	BRINKS INC		MUNICIPAL COURTS	359.43
103580	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
103581	CARSON, SCOTT	UB 151390000000 4405 126TH PL	WATER/SEWER OPERATION	271.73
103582	CASCADE SEPTIC, LLC	SERVICE & CLEAN PORTABLE	WATER RESERVOIRS	163.20
103583	CENTRAL WELDING SUPP	CARBON DIOXIDE & HAZMAT CHARGE	WATER SERVICE INSTALL	79.63
	CENTRAL WELDING SUPP		WATER SERVICE INSTALL	99.53
103584	CITIES & TOWNS	OCTOBER SCC DINNER (2)	EXECUTIVE ADMIN	35.00
	CITIES & TOWNS		CITY COUNCIL	35.00
103585	CNR INC	PHONE REPLACEMENTS	LEGAL-GENL	186.39
	CNR INC		POLICE INVESTIGATION	186.39
	CNR INC		CITY CLERK	186.39
	CNR INC		COMPUTER SERVICES	559.17
103586	COCKERILL, RICHARD	UB 849000093000 7329 GROVE ST	WATER/SEWER OPERATION	199.31
103587	COLUMBIA FORD	FLEET ADDITION-#P162	EQUIPMENT RENTAL	37,029.21
103588	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	51.50
103589	CONCRETE EXPERTS	EPOXY FLOORS - PSB	PUBLIC SAFETY BLDG.	4,896.00
103590	COOP SUPPLY	TIRE	PARK & RECREATION FAC	13.05
	COOP SUPPLY	JEANS - MILLER, COREY	UTIL ADMIN	35.34
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	59.83
	COOP SUPPLY		K9 PROGRAM	59.83
	COOP SUPPLY	GLOVES	PARK & RECREATION FAC	70.69
	COOP SUPPLY	GRASS SEED	SOURCE OF SUPPLY	135.98
	COOP SUPPLY	CHEST WADERS - WARD, KEVIN	STORM DRAINAGE	174.07
103591	COPIERS NORTHWEST	PRINTER CHARGES	OFFICE OPERATIONS	2,277.53
103592	COSTA, RIETTA	INSTRUCTOR SERVICES	COMMUNITY CENTER	45.00
103593	CRAMM, BRET	JURY DUTY	COURTS	26.80
103594	CRAWFORD, DALE		COURTS	26.34
103595	CRAWFORD, KELLY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103596	CUES	WHEELS, WHEEL SPACER KIT, ETC	STORM DRAINAGE	24,580.00
103597	DAILY JOURNAL OF COM	LEGAL AD	COMMUNITY DEVELOPMENT-	101.40
103598	DAVID GUZMAN & AIDE	UB 751159711301 5604 80TH AVE	WATER/SEWER OPERATION	79.24

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TIME: 8:50:19AM

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103599	DAVIS, KAREN	JURY DUTY	COURTS	26.80
103600	DELL	MONITOR	TRIBAL GAMING-GENL	239.35
103601	DEUTSCHE BANK NATION	UB 762940000000 6622 66TH DR N	WATER/SEWER OPERATION	116.28
103602	DIAMOND B CONSTRUCT	REPAIR HEATER CONTACTOR & TRAN	WASTE WATER TREATMENT F	714.18
103603	DICKS TOWING	TOW RADAR TRAILER TO SHOP-#F01	EQUIPMENT RENTAL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-0772	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-7890	POLICE PATROL	43.52
103604	DOMESTIC VIOLENCE	DVS SERVICES-3RD QTR 2015	DOMESTIC VIOLENCE	5,772.49
103605	DOOLEY, CRYSTAL	JURY DUTY	COURTS	26.07
103606	DUSSEAULT, HELEN		COURTS	39.36
103607	E&E LUMBER	CONCRETE	PARK & RECREATION FAC	3.08
	E&E LUMBER	WIRE	PARK & RECREATION FAC	3.96
	E&E LUMBER	REPAIR PARTS	PARK & RECREATION FAC	11.26
	E&E LUMBER		PARK & RECREATION FAC	16.70
	E&E LUMBER	MARKING PAINT	PARK & RECREATION FAC	29.20
	E&E LUMBER	SPRAY	POLICE PATROL	33.34
	E&E LUMBER	HASPS	PARK & RECREATION FAC	38.98
	E&E LUMBER	LUMBER AND EXPANSION JOINT	PARK & RECREATION FAC	46.85
	E&E LUMBER	2X6'S, MISC HARDWARE	TRANSPORTATION MANAGEM	68.94
	E&E LUMBER	SPADE, PAINT AND LINE	PARK & RECREATION FAC	71.68
	E&E LUMBER	RATCHETS	PARK & RECREATION FAC	78.30
	E&E LUMBER	BATTERIES, CONCRETE AND SPRAY	PARK & RECREATION FAC	101.76
	E&E LUMBER	MATERIALS FOR SHELVING - PSB	PUBLIC SAFETY BLDG.	154.76
	E&E LUMBER	TAPING KNIVES, GROOVERS, ETC	TRANSPORTATION MANAGEM	184.60
103608	ECOLOGY, DEPT. OF	BIOSOLIDS PERMIT - 7/1-12/31/1	UTIL ADMIN	3,560.66
103609	ECONOMIC ALLIANCE	EASC ANNUAL INVESTMENT	NON-DEPARTMENTAL	15,000.00
103610	ENVIRONMENTAL CONTRO	CUSTODIAL SERVICES	WATER FILTRATION PLANT	56.65
	ENVIRONMENTAL CONTRO		PARK & RECREATION FAC	500.37
	ENVIRONMENTAL CONTRO		COMMUNITY CENTER	566.46
	ENVIRONMENTAL CONTRO		WASTE WATER TREATMENT F	679.75
	ENVIRONMENTAL CONTRO		UTIL ADMIN	1,132.91
	ENVIRONMENTAL CONTRO		MAINT OF GENL PLANT	1,594.47
	ENVIRONMENTAL CONTRO		COURT FACILITIES	1,699.37
	ENVIRONMENTAL CONTRO		PUBLIC SAFETY BLDG.	1,790.00
	ENVIRONMENTAL CONTRO		ADMIN FACILITIES	1,978.51
103611	EVERETT HYDRAULICS	REBUILD OUTRIGGER - #H005	EQUIPMENT RENTAL	776.74
103612	EVERETT, CITY OF	ANIMAL SHELTER FEES-SEPT 2015	ANIMAL CONTROL	6,975.00
103613	EVERGREEN SAFETY COU	FLAGGER OPEN ENROLLMENT-MECHLI	TRAINING	85.00
103614	EVERGREEN SECURITY	ANNUAL MONITORING - COURT	COURT FACILITIES	117.00
103615	EVERS, MICHAEL	JURY DUTY	COURTS	40.10
103616	FARLEY, CHRISTOPHER	REIMBURSE TRAVEL EXPENSE-TRAIN	POLICE TRAINING-FIREARMS	51.59
103617	FINELINE FIXTURE	FINAL BUILD-OUT & INSTALLATION	FACILITY REPLACEMENT	1,183.20
103618	FREDLEY, PATTI JEAN	JURY DUTY	COURTS	29.02
103619	FRONTIER COMMUNICATI	ACCT #42539763250319985	PARK & RECREATION FAC	53.23
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	66.10
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	66.27
103620	GALLS, LLC	UNIFORM-NEWMAN	OFFICE OPERATIONS	13.49
	GALLS, LLC	UNIFORM-COLE	DETENTION & CORRECTION	15.93
	GALLS, LLC	LAPEL MICS	POLICE PATROL	76.60
	GALLS, LLC	UNIFORM-LESTER	OFFICE OPERATIONS	91.94
	GALLS, LLC	FLASHLIGHT & CHARGERS	EQUIPMENT RENTAL	151.19
	GALLS, LLC		EQUIPMENT RENTAL	151.20

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103620	GALLS, LLC	FLASHLIGHT & CHARGERS	EQUIPMENT RENTAL	151.20
	GALLS, LLC		EQUIPMENT RENTAL	151.20
	GALLS, LLC		EQUIPMENT RENTAL	151.20
	GALLS, LLC		EQUIPMENT RENTAL	151.20
	GALLS, LLC		EQUIPMENT RENTAL	151.20
	GALLS, LLC	BLANKETS AND STRAPS	POLICE PATROL	306.38
	GALLS, LLC	UNIFORM-COLE	DETENTION & CORRECTION	453.36
	GALLS, LLC		DETENTION & CORRECTION	861.83
	GALLS, LLC	MAGLITES W/CHARGERS	ER&R	1,563.30
	GALLS, LLC	LAPEL MICS	POLICE PATROL	1,566.72
103621	GENOVESE, CHARLES	REFUND MECHANICAL FEES	NON-BUS LICENSES AND PEF	130.00
	GENOVESE, CHARLES		NON-BUS LICENSES AND PEF	130.00
	GENOVESE, CHARLES		NON-BUS LICENSES AND PEF	130.00
103622	GEOTEST SERVICES INC	TESTING - STATE AVE 116TH & 13	GMA - STREET	3,349.60
103623	GIBSON, ANN	UB 281500220501 12808 58TH AVE	WATER/SEWER OPERATION	163.80
103624	GRAHAM, DONN AND SHA	UB 706010000000 6010 80TH AVE	WATER/SEWER OPERATION	148.78
103625	GRANITE ELECTRIC	REFUND ELEC PERMIT FEES	COMMUNITY DEVELOPMENT	400.00
103626	GRAYBAR ELECTRIC CO	PATCH PANEL	COMPUTER SERVICES	95.92
103627	GREENHAUS PORTABLE	PORTABLE RENTALS	PARK & RECREATION FAC	242.00
103628	GROUP HEALTH	DOT PHYSICALS (7)	SOLID WASTE OPERATIONS	95.00
	GROUP HEALTH		UTIL ADMIN	570.00
103629	HAGE, LAUREL	JURY DUTY	COURTS	23.78
103630	HAGGEN INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	42.37
103631	HD FOWLER COMPANY	RETURN GREEN MARKING PAINT	ER&R	-105.23
	HD FOWLER COMPANY	QUICK JOINT ADAPTERS	WATER/SEWER OPERATION	94.13
	HD FOWLER COMPANY	GREEN MARKING PAINT	ER&R	105.23
	HD FOWLER COMPANY	QUICK JOINT ADAPTERS	WATER/SEWER OPERATION	233.37
	HD FOWLER COMPANY	MISC. MARKING PAINT & MEASURIN	ER&R	598.88
103632	HD SUPPLY WATERWORKS	NO LEAD ADAPTERS	WATER/SEWER OPERATION	40.46
	HD SUPPLY WATERWORKS	CONNECTORS	WATER/SEWER OPERATION	101.31
	HD SUPPLY WATERWORKS	MISC. COUPLINGS	WATER/SEWER OPERATION	202.98
103633	HERNANDEZ, ELENA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103634	HOLTORF, CHRISTOPHER	UB 987016000000 7016 49TH ST N	WATER/SEWER OPERATION	409.52
103635	HOUK, KATHRYN	JURY DUTY	COURTS	22.42
103636	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
103637	INTERSTATE BATTERY	MISC. BATTERIES	ER&R	315.79
103638	KAY, SAMBAT	UB 849000652000 6227 GROVE ST	WATER/SEWER OPERATION	159.50
103639	KENWORTH NORTHWEST	MUD FLAPS	ER&R	94.59
103640	KIELE, DAROLD & MARY	UB 601130400002 12204 39TH AVE	WATER/SEWER OPERATION	13.58
103641	KILGORE, JENNIFER	JURY DUTY	COURTS	45.02
103642	KLEMENTSEN, TORY	INSTRUCTOR SERVICES	RECREATION SERVICES	52.50
103643	KOZOREZOV, ANDREY	UB 751289000002 5311 74TH AVE	WATER/SEWER OPERATION	131.80
103644	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
103645	LAB/COR, INC.	LAB ANALYSIS	WATER QUAL TREATMENT	810.00
103646	LABOR & INDUSTRIES	ANNUAL ELEVATOR OPERATING CERI	ADMIN FACILITIES	129.00
	LABOR & INDUSTRIES	ANNUAL ELEVATOR OPERATING CERT	PUBLIC SAFETY BLDG.	129.00
103647	LABOR & INDUSTRIES	L&I 3SRD QTR 2015	MUNICIPAL COURTS	0.43
	LABOR & INDUSTRIES		MUNICIPAL COURTS	30.01
	LABOR & INDUSTRIES		CITY CLERK	32.06
	LABOR & INDUSTRIES		RECREATION SERVICES	118.10

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103647	LABOR & INDUSTRIES	L&I 3SRD QTR 2015	COMMUNITY CENTER	231.15
	LABOR & INDUSTRIES		POLICE PATROL	396.97
103648	LAKESWOOD SCHOOL DIST	MITIGATION FEES	SCHOOL MIT FEES	12,078.00
103649	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	199.50
	LANGUAGE EXCHANGE		COURTS	399.00
103650	LASTING IMPRESSIONS	JACKET-NEWMAN	OFFICE OPERATIONS	58.40
	LASTING IMPRESSIONS	HATS	PARK & RECREATION FAC	182.13
	LASTING IMPRESSIONS	CHAPLAINS UNIFORMS	POLICE ADMINISTRATION	228.87
103651	LAYCOCK, JEFF	REIMBURSE TEAMBUILDING EXERCIS	ENGR-GENL	84.45
103652	LES SCHWAB TIRE CTR	REPAIR FLAT TIRE-#J011	EQUIPMENT RENTAL	36.44
	LES SCHWAB TIRE CTR	REPAIR FLAT TIRE-#218	EQUIPMENT RENTAL	111.51
103653	LICENSING, DEPT OF	MARTINEZ, ADAM (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PERKINS, NICHOLAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	POTTS, DAVID (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RETTIG, RICHARD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RINEBERG, GREGORY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TRIMBLE, PAMELA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WELCH, GRANT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WRIGHT, JOHN (ORIGINAL)	GENERAL FUND	18.00
103654	LONGO, PATRICIA JO	JURY DUTY	COURTS	26.72
103655	LOWES HIW INC	WINDOW FILM & APPLICATION KIT	UTILITY BILLING	39.21
103656	LYNCH, DAWN	JURY DUTY	COURTS	26.30
103657	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	497.32
103658	MADDY, LEO	JURY DUTY	COURTS	26.00
103659	MAILFINANCE	POSTAGE LEASE PAYMENT	PROBATION	128.24
	MAILFINANCE		MUNICIPAL COURTS	384.73
103660	MARIANNE & DIONISIO	UB 987912320000 7912 32ND PL N	WATER/SEWER OPERATION	26.56
103661	MARYSVILLE SCHOOL	FACILITY USAGE-SUNNYSIDE	PARK & RECREATION FAC	10.50
	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	45.00
	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	14,536.00
103662	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE	SEWER LIFT STATION	56.84
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	126.47
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	147.34
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	242.76
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	255.47
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST N	PARK & RECREATION FAC	265.48
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	357.15
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	503.65
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	3,187.33
103663	MASONHOLDER,LIZABETH	INSTRUCTOR SERVICES	COMMUNITY CENTER	48.00
	MASONHOLDER,LIZABETH		COMMUNITY CENTER	48.00
103664	MATHEWS, TONI	REFUND CLASS FEES	PARKS-RECREATION	46.00
103665	MAXON FURNITURE	WORKSTATION,DESIGN FEE,DELIVER	UTILITY BILLING	28,611.85
103666	MCKEE APPRAISAL	1ST STREET IMPROVEMENT PROJECT	GMA - STREET	15,000.00
103667	MCLOUGHLIN & EARDLEY	MISC LED LIGHTBARS	ER&R	-244.04
	MCLOUGHLIN & EARDLEY		ER&R	3,017.23
103668	MEIER APPRAISAL SERV	1ST STREET IMPROVEMENT PROJECT	GMA - STREET	600.00
103669	MELTON, JASON	UB 452101180002 13824 51ST DR	WATER/SEWER OPERATION	214.05
103670	MESSERLY, CONNIE	REIMBURSE LUNCH AND LEARN EXPE	PERSONNEL ADMINISTRATIOI	111.64
	MESSERLY, CONNIE	REIMBURSE WELLNESS EXPENSES	PERSONNEL ADMINISTRATIOI	203.07
103671	MILDRED RALSTON	UB 601320000000 3614 122ND ST	WATER/SEWER OPERATION	5.73
	MILDRED RALSTON		WATER/SEWER OPERATION	111.94

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103672	MILLETT, JENNIFER	REIMBURSE CONFERENCE EXPENSES	LEGAL - PROSECUTION	531.88
103673	MINNICK, NICOLE	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
103674	MISHLER, MATTHEW	REIMBURSE TRAVEL EXPENSES-TRAI	POLICE TRAINING-FIREARMS	124.27
103675	MORRISON, MATTHEW	JURY DUTY	COURTS	26.06
103676	MOTOROLA	RADIO AND ACCESSORIES-NEW OFFI	POLICE PATROL	3,544.70
	MOTOROLA	RADIOS, EARPIECES, BATTERIES,	POLICE ADMINISTRATION	10,634.12
103677	NATIONAL BARRICADE	SIGNS	TRANSPORTATION MANAGEM	244.35
	NATIONAL BARRICADE		TRANSPORTATION MANAGEM	1,052.33
103678	NEWMAN TRAFFIC SIGNS	WHITE BLANKS	CITY STREETS	-119.68
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	1,479.68
103679	NICLAI, CHERYL	MEAL/TRAINING REIMBURSEMENT	UTIL ADMIN	151.15
103680	NIELSEN, CARMEN	JURY DUTY	COURTS	26.16
103681	NORTH COUNTY OUTLOOK	ADVERTISING	COMMUNITY CENTER	98.00
103682	ODELL, SUZETTE	JURY DUTY	COURTS	36.90
103683	OFFICE DEPOT	OFFICE SUPPLY CREDIT	POLICE INVESTIGATION	-85.29
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	13.28
	OFFICE DEPOT		FINANCE-GENL	38.06
	OFFICE DEPOT		OFFICE OPERATIONS	40.08
	OFFICE DEPOT		POLICE PATROL	57.10
	OFFICE DEPOT		POLICE INVESTIGATION	60.29
	OFFICE DEPOT		OFFICE OPERATIONS	68.92
	OFFICE DEPOT		OFFICE OPERATIONS	75.68
	OFFICE DEPOT		CITY CLERK	76.14
	OFFICE DEPOT		OFFICE OPERATIONS	87.86
	OFFICE DEPOT		POLICE INVESTIGATION	118.39
	OFFICE DEPOT		CITY COUNCIL	152.28
	OFFICE DEPOT		OFFICE OPERATIONS	152.85
	OFFICE DEPOT		UTILITY BILLING	190.35
	OFFICE DEPOT	CHAIR-FRONT COUNTER	UTILITY BILLING	326.39
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	614.80
103684	PANERA BREAD	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
103685	PARTS STORE, THE	GAS CAP	PARK & RECREATION FAC	11.88
	PARTS STORE, THE	AIRLINE FITTINGS-#J007	EQUIPMENT RENTAL	12.54
	PARTS STORE, THE	OIL PRESSURE GAUGE-#A004	EQUIPMENT RENTAL	14.93
	PARTS STORE, THE	OIL PAN GASKET SET-#102	EQUIPMENT RENTAL	28.09
	PARTS STORE, THE	URETHANE CARTRIDGE - #102	EQUIPMENT RENTAL	30.45
	PARTS STORE, THE	WASHER FLUID & OIL FILTERS	ER&R	87.32
	PARTS STORE, THE	ANTIFREEZE & AIR FILTERS	ER&R	195.25
	PARTS STORE, THE	MISC. FILTERS, WIPER BLADES, E	ER&R	272.81
	PARTS STORE, THE	BATTERY CHARGER	EQUIPMENT RENTAL	423.23
103686	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	93.00
	PEACE OF MIND		CITY CLERK	120.90
103687	PETTY CASH- POLICE	MEETING/JAIL/CAREER FAIR SUPPL	DETENTION & CORRECTION	11.74
	PETTY CASH- POLICE		POLICE PATROL	15.52
	PETTY CASH- POLICE		K9 PROGRAM	35.98
	PETTY CASH- POLICE		POLICE ADMINISTRATION	48.71
103688	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	32.03
	PGC INTERBAY LLC		PRO-SHOP	49.70
	PGC INTERBAY LLC		MAINTENANCE	49.70
	PGC INTERBAY LLC		PRO-SHOP	50.01
	PGC INTERBAY LLC		PRO-SHOP	79.89
	PGC INTERBAY LLC		PRO-SHOP	105.93

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103688	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	108.26
	PGC INTERBAY LLC		MAINTENANCE	120.18
	PGC INTERBAY LLC		MAINTENANCE	136.42
	PGC INTERBAY LLC		MAINTENANCE	162.97
	PGC INTERBAY LLC		PRO-SHOP	250.06
	PGC INTERBAY LLC		PRO-SHOP	380.72
	PGC INTERBAY LLC		MAINTENANCE	679.80
	PGC INTERBAY LLC		PRO-SHOP	5,067.80
	PGC INTERBAY LLC		MAINTENANCE	8,864.36
103689	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
103690	PILCHUCK RENTALS	BAR OIL - DOC EQUIPMENT	ROADSIDE VEGETATION	58.71
	PILCHUCK RENTALS	LINE HEADS	PARK & RECREATION FAC	62.12
	PILCHUCK RENTALS	BOBCAT RENTAL	PARK & RECREATION FAC	338.75
103691	PLATT ELECTRIC	REPLACEMENT BULBS	STREET LIGHTING	43.87
	PLATT ELECTRIC	BULBS	PARK & RECREATION FAC	46.70
	PLATT ELECTRIC	ALTO 12 PKS	STREET LIGHTING	71.92
	PLATT ELECTRIC	WIRE STRIPPERS & ALTO 12 PK	STREET LIGHTING	89.87
103692	PROFORCE LAW ENFORC	TASER AND EQUIPMENT	POLICE ADMINISTRATION	1,227.97
103693	PUBLIC SAFETY TESTIN	SUBSCRIPTION DUES	PERSONNEL ADMINISTRATIOI	800.00
103694	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	15.70
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	31.53
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	38.11
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	38.31
	PUD	ACCT #2023-6855-1	PARK & RECREATION FAC	41.51
	PUD	ACCT #2020-0351-3	PUMPING PLANT	47.78
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	55.31
	PUD	ACCT#2021-7595-6	TRAFFIC CONTROL DEVICES	56.01
	PUD	ACCT #2023-6854-4	TRANSPORTATION MANAGEM	59.63
	PUD	ACCT #2010-6528-1	PARK & RECREATION FAC	66.75
	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	102.66
	PUD	ACCT #2020-0032-9	PARK & RECREATION FAC	113.45
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	140.41
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	164.30
	PUD	ACCT #2012-4769-9	STREET LIGHTING	232.07
	PUD	ACCT #2010-2160-7	PARK & RECREATION FAC	289.94
	PUD	ACCT #2010-2169-8	PARK & RECREATION FAC	291.77
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,269.53
	PUD	ACCT #2011-4725-3	PUMPING PLANT	2,298.46
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,309.15
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,082.64
	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,482.99
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	6,854.52
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	18,026.05
103695	PUGET SOUND SECURITY	KEYS MADE	DETENTION & CORRECTION	2.45
	PUGET SOUND SECURITY		DETENTION & CORRECTION	7.29
	PUGET SOUND SECURITY		DETENTION & CORRECTION	57.28
103696	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	753.38
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,260.12
103697	QUILLEN, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	54.00
103698	RANDHAWA, MOHINDER	INTERPRETER SERVICES	COURTS	150.00
103699	REVENUE, DEPT OF	UNCLAIMED PROPERTY	GARBAGE-SERVICES	2.73
	REVENUE, DEPT OF		GENERAL FUND	2.75

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103699	REVENUE, DEPT OF	UNCLAIMED PROPERTY	MUNICIPAL COURTS	10.55
	REVENUE, DEPT OF		WATER/SEWER OPERATION	21.22
	REVENUE, DEPT OF		POLICE-SECURITY	24.80
	REVENUE, DEPT OF		PARKS-RECREATION	30.00
	REVENUE, DEPT OF		W/S-OTHER MISC REV	66.35
	REVENUE, DEPT OF		WATER/SEWER OPERATION	99.67
	REVENUE, DEPT OF		GENL FUND BUS LIC & PERMI	100.00
	REVENUE, DEPT OF		COURTS	121.03
	REVENUE, DEPT OF		WATER DIST MAINS	144.64
	REVENUE, DEPT OF		GENERAL FUND	200.00
	REVENUE, DEPT OF		WATER/SEWER OPERATION	1,049.52
103700	RICKER, KIM	REIMBURSE MEETING EXPENSES	MUNICIPAL COURTS	9.58
	RICKER, KIM	REIMBURSE MILEAGE	MUNICIPAL COURTS	37.23
103701	RODARTE CONST INC	WATCHDOG METER REFUND	WATER-UTILITIES/ENVIRONM	-435.15
	RODARTE CONST INC		WATER/SEWER OPERATION	1,150.00
103702	RUMPLE, MELISSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
103703	SAN DIEGO POLICE EQU	AMMUNITION	POLICE TRAINING-FIREARMS	1,242.12
103704	SCHUELLER, FRANK	JURY DUTY	COURTS	27.92
103705	SCORE	INMATE HOUSING-SEPT 2015	DETENTION & CORRECTION	19,259.00
103706	SHRED-IT US	MONTHLY SHREDDING SERVICE	PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
	SHRED-IT US		POLICE INVESTIGATION	52.38
	SHRED-IT US		POLICE PATROL	52.38
	SHRED-IT US		DETENTION & CORRECTION	52.38
	SHRED-IT US		OFFICE OPERATIONS	52.41
103707	SISKUN POWER EQUIPME	CUT OFF SAW, CHAPS & SAW CHAIN	WATER SERVICES	684.09
	SISKUN POWER EQUIPME		WATER DIST MAINS	684.09
103708	SITELINES PARK & PLA	SWING REPAIR	PARK & RECREATION FAC	330.26
103709	SKAGIT PLUMBING	MATERIAL & LABOR-KBCC RESTROOM	COMMUNITY CENTER	264.93
103710	SMALLEY, JOHN S	WELLNESS COMM EXPENSE	PERSONNEL ADMINISTRATIO	576.00
103711	SMARSH INC	MOBILE TEXT	COMPUTER SERVICES	27.00
103712	SMITH, MCKYNZI	INSTRUCTOR SERVICES	RECREATION SERVICES	72.00
	SMITH, MCKYNZI		RECREATION SERVICES	180.00
103713	SMOKEY POINT CONCRET	6 YDS CONCRETE - SIDEWALK REST	WATER DIST MAINS	765.74
103714	SNO CO FINANCE	DUMP FEES	PARK & RECREATION FAC	36.00
103715	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	146,397.00
103716	SNO CO TREASURER	INMATE HOUSING-SEPT 2015	DETENTION & CORRECTION	8,810.63
103717	SNYDER, CANON	DJ SERVICES	RECREATION SERVICES	750.00
103718	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	120.25
103719	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	273.80
103720	SOUND SAFETY	THERMAFIT GLOVES	ER&R	77.03
	SOUND SAFETY	GLOVES	DETENTION & CORRECTION	498.41
103721	SOUTHERN COMPUTER	PERIPHERAL REPLACEMENTS	COMPUTER SERVICES	81.61
	SOUTHERN COMPUTER	EVIDENCE ROOM NW NETWORK CONNE	TRIBAL GAMING-GENL	405.55
	SOUTHERN COMPUTER		COMPUTER SERVICES	405.55
103722	SPRINGBROOK NURSERY	BARK	PARK & RECREATION FAC	37.15
103723	STANTON, TRISHA & TH	UB 847705850000 7705 85TH AVE	WATER/SEWER OPERATION	180.10
103724	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	4.63
	STAPLES		OPERA HOUSE	18.59
	STAPLES		MUNICIPAL COURTS	55.31
	STAPLES		MUNICIPAL COURTS	56.94
	STAPLES		PARK & RECREATION FAC	62.11

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103724	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	69.40
	STAPLES		COMMUNITY CENTER	125.61
	STAPLES		COMMUNITY CENTER	159.64
	STAPLES		UTILITY BILLING	202.67
	STAPLES		COMMUNITY DEVELOPMENT-	278.66
103725	STATE PATROL	FINGERPRINT ID SERVICES	COMMUNITY DEVELOPMENT-	38.00
	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	156.00
	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	208.75
103726	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATIO	868.00
103727	TAYLOR, DANIEL	UB 090680000000 5122 91ST PL N	WATER/SEWER OPERATION	94.79
103728	THE TRUST OF ALTA SP	UB 910550000000 1528 3RD ST	WATER/SEWER OPERATION	173.33
103729	TOLBERT, JAMES	REIMBURSE TRAVEL EXPENSES-TRAI	POLICE TRAINING-FIREARMS	78.37
103730	TOWERS, LORRIE	REIMBURSE ROBE CLEANING COSTS	MUNICIPAL COURTS	14.63
103731	TRANSPORTATION, DEPT	PROJECT COSTS - SEPTEMBER 2015	GMA - STREET	541.48
	TRANSPORTATION, DEPT		GMA - STREET	1,395.61
103732	VEDDER, AMI & DAVID	UB 331424900000 14911 45TH DR	WATER/SEWER OPERATION	20.19
103733	VERIZON	WIRELESS CHARGES	PURCHASING/CENTRAL STOF	20.55
	VERIZON		UTILITY BILLING	41.10
	VERIZON		CRIME PREVENTION	43.34
	VERIZON		ANIMAL CONTROL	54.84
	VERIZON		PERSONNEL ADMINISTRATIO	54.94
	VERIZON		MUNICIPAL COURTS	75.49
	VERIZON		OFFICE OPERATIONS	91.16
	VERIZON		YOUTH SERVICES	109.88
	VERIZON		PROPERTY TASK FORCE	109.88
	VERIZON		FACILITY MAINTENANCE	109.88
	VERIZON		EQUIPMENT RENTAL	116.59
	VERIZON		FINANCE-GENL	140.54
	VERIZON		LEGAL-GENL	149.89
	VERIZON		PARK & RECREATION FAC	150.98
	VERIZON		RECREATION SERVICES	157.69
	VERIZON		EXECUTIVE ADMIN	164.82
	VERIZON		LEGAL - PROSECUTION	164.82
	VERIZON		DETENTION & CORRECTION	180.08
	VERIZON		ENGR-GENL	192.08
	VERIZON		WATER SUPPLY MAINS	240.06
	VERIZON		COMMUNITY DEVELOPMENT-	286.14
	VERIZON		COMPUTER SERVICES	323.11
	VERIZON		WASTE WATER TREATMENT F	378.90
	VERIZON		SOLID WASTE CUSTOMER EX	404.46
	VERIZON		POLICE INVESTIGATION	417.37
	VERIZON		GENERAL SERVICES - OVERF	431.97
	VERIZON		STORM DRAINAGE	469.82
	VERIZON		COMPUTER SERVICES	494.03
	VERIZON		POLICE ADMINISTRATION	706.00
	VERIZON		UTIL ADMIN	1,538.91
	VERIZON		POLICE PATROL	4,428.03
103734	WARREN, JASON	JURY DUTY	COURTS	51.20
103735	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	234.03
103736	WILCOXSON, MILLIE J	REFUND CLASS FEES	PARKS-RECREATION	80.00
103737	WILLIAMS, JOHN M	UB 840018000002 6922 73RD DR N	WATER/SEWER OPERATION	15.09
103738	WRIGHT, DONNA	REIMBURSE MILEAGE	CITY COUNCIL	26.02

DATE: 11/3/2015
 TIME: 4:26:03PM

**CITY OF MARYSVILLE
 INVOICE LIST**

PAGE: 9

FOR INVOICES FROM 10/22/2015 TO 10/28/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
103739	WRIGHT, GEORGE	UB 420762010004 4010 168TH ST	WATER/SEWER OPERATION	16.02
103740	YOUNG, MICHAEL	REIMBURSE TRAVEL EXPENSES-TRAI	POLICE TRAINING-FIREARMS	90.91

WARRANT TOTAL: 533,632.43

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

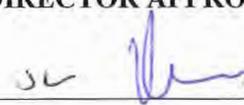
CHECK #78405	UNCLAIMED PROPERTY	(2.75)
CHECK #78684	UNCLAIMED PROPERTY	(100.00)
CHECK #78881	UNCLAIMED PROPERTY	(10.55)
CHECK #78926	UNCLAIMED PROPERTY	(11.65)
CHECK #79585	UNCLAIMED PROPERTY	(14.40)
CHECK #79593	UNCLAIMED PROPERTY	(12.20)
CHECK #80916	UNCLAIMED PROPERTY	(30.00)
CHECK #81484	UNCLAIMED PROPERTY	(50.00)
CHECK #81709	UNCLAIMED PROPERTY	(17.70)
CHECK #81723	UNCLAIMED PROPERTY	(144.64)
CHECK #81792	UNCLAIMED PROPERTY	(22.65)
CHECK #84040	UNCLAIMED PROPERTY	(50.00)
CHECK #84275	UNCLAIMED PROPERTY	(31.30)
CHECK #84545	UNCLAIMED PROPERTY	(100.00)
CHECK #85063	UNCLAIMED PROPERTY	(11.13)
CHECK#85549	UNCLAIMED PROPERTY	(21.22)
CHECK #85610	UNCLAIMED PROPERTY	(91.82)
CHECK #86185	UNCLAIMED PROPERTY	(122.32)
CHECK #86494	UNCLAIMED PROPERTY	(33.94)
CHECK #86910	UNCLAIMED PROPERTY	(52.40)
CHECK #86945	UNCLAIMED PROPERTY	(94.64)
CHECK #87564	UNCLAIMED PROPERTY	(15.73)
CHECK #87590	UNCLAIMED PROPERTY	(50.21)
CHECK #87634	UNCLAIMED PROPERTY	(23.76)
CHECK #87738	UNCLAIMED PROPERTY	(90.18)
CHECK #88124	UNCLAIMED PROPERTY	(156.97)
CHECK #88285	UNCLAIMED PROPERTY	(171.18)
CHECK #89095	UNCLAIMED PROPERTY	(51.60)
CHECK #89324	UNCLAIMED PROPERTY	(63.42)
CHECK #90434	UNCLAIMED PROPERTY	(50.00)
CHECK #90996	UNCLAIMED PROPERTY	(24.80)
CHECK #91070	UNCLAIMED PROPERTY	(6.06)
CHECK #91138	UNCLAIMED PROPERTY	(52.09)
CHECK #92450	UNCLAIMED PROPERTY	(8.24)
CHECK #92864	UNCLAIMED PROPERTY	(9.25)
CHECK #93018	UNCLAIMED PROPERTY	(5.38)

531,828.25

Index #5

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

AGENDA ITEM: Contract Award – JOA Pipeline Cathodic Protection	
PREPARED BY: Ryan Morrison, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Certified Bid Tabulation, Vicinity Map	
BUDGET CODE: 40220594.563000, W1405	AMOUNT: \$125,483.39

SUMMARY:

The JOA Pipeline Cathodic Protection project will replace significant portions of the existing cathodic protection system on approximately 5 miles of the JOA pipeline.

The existing cathodic protection system was analyzed by Kennedy/Jenks Consulting and several areas were determined to be reaching their limit of useful service. The installation of approximately 96 – 60 pound magnesium anodes will continue to protect the water line from corrosion.

The project was advertised for an October 22, 2015 bid opening. The City received two bids as shown on the attached bid tabulation. The low bidder was SRV Construction, Inc. at \$125,483.39. The engineer's estimate was \$105,000. References have been checked and found to be satisfactory.

Contract (includes sales tax)	\$125,483.39
Management Reserve	\$6,500.00
Total	\$131,983.39

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the JOA Pipeline Cathodic Protection contract with SRV Construction, Inc. in the amount of \$125,483.39 including Washington State Sales Tax and approve a management reserve of \$6,500.00 for a total allocation of \$131,983.39.

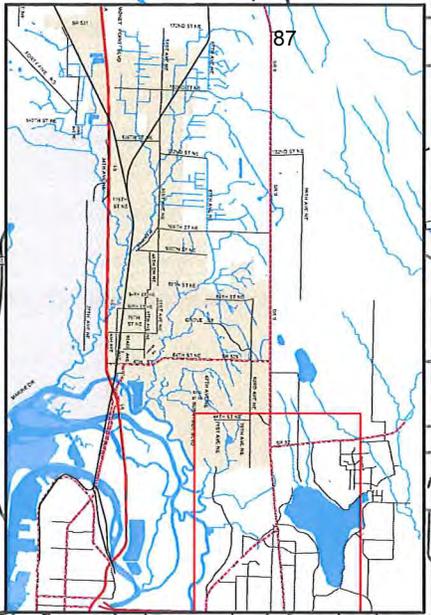
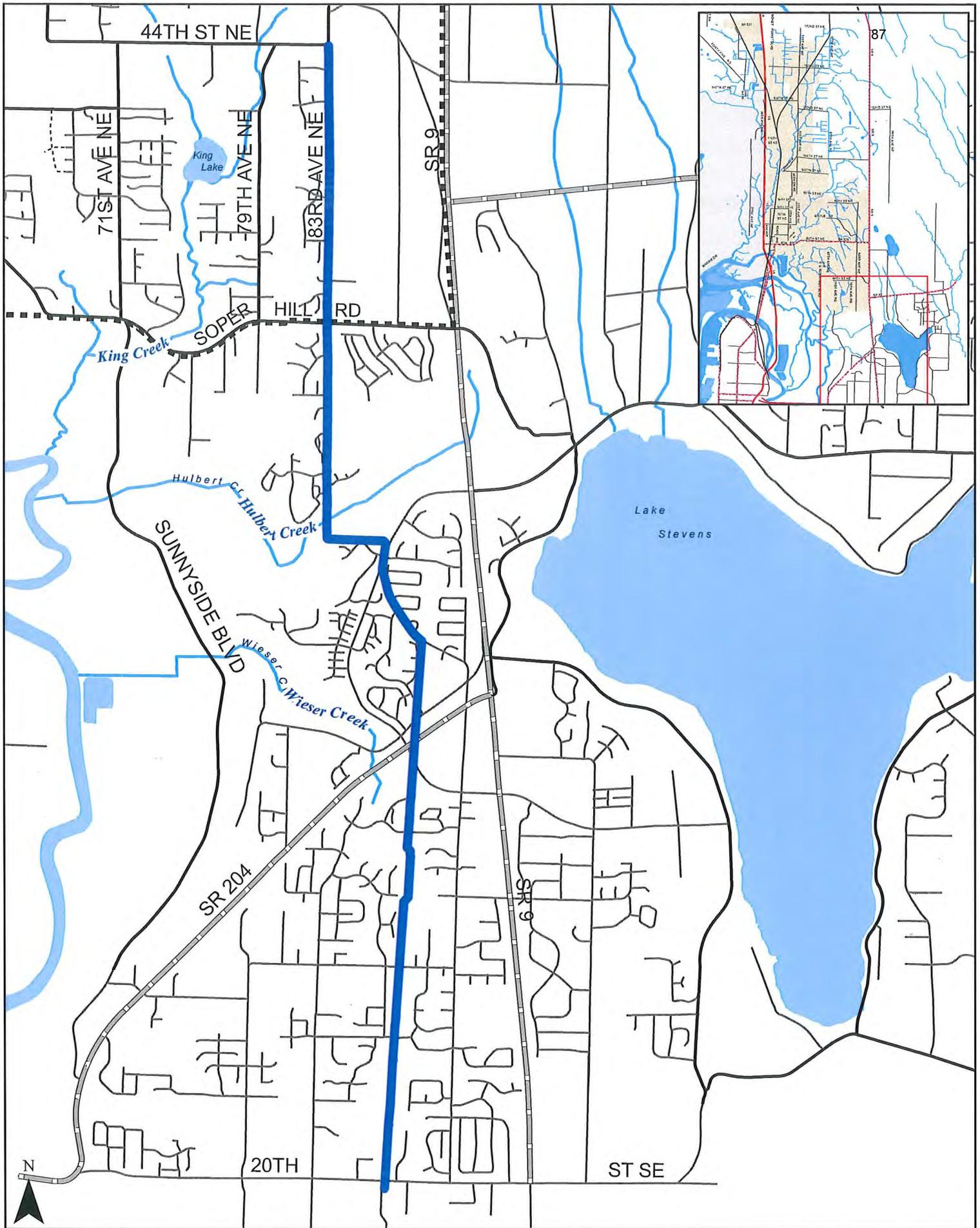


JOA Pipeline Cathodic Protection Certified Bid Tab

10/22/2015

Section Item	Description	Quantity	Units	Engineer's Estimate		Apparent Low Bid		Award Construction, Inc.	
				Unit Prices	Total Price	SRV Construction Unit Prices	Total Price	Unit Prices	Total Price
1-04.4 1	Minor Change	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
13115 2	JOA Cathodic Protection	LS	1	\$91,507.35	\$91,507.35	\$110,334.00	\$110,334.00	\$158,500.00	\$158,500.00
CONSTRUCTION TOTAL					\$96,507.35		\$115,334.00		\$163,500.00
SALES TAX @ 8.8%					\$8,492.65		\$10,149.39		\$14,388.00
					\$105,000.00		\$125,483.39		\$177,888.00





Vicinity Map

2,000 1,000 0 2,000 Feet

Printed: October, 2015

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

Index #6

CITY OF MARYSVILLE
ORDINANCE No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON ASSUMING THE RIGHTS, POWERS, IMMUNITIES, FUNCTIONS, AND OBLIGATIONS OF THE MARYSVILLE TRANSPORTATION BENEFIT DISTRICT, AS AUTHORIZED BY SECTIONS 301 THROUGH 307 OF CHAPTER 44 LAWS OF 2015 3RD SPECIAL SESSION

WHEREAS, on January 13, 2014, the City Council adopted Ordinance 2938 establishing the Marysville Transportation Benefit District and adopting a new chapter 12.06 of the municipal code; and

WHEREAS, during the third special session of the 2015 legislative session the legislature passed and the governor signed 2ESSB 5987, which became effective July 15, 2015, as chapter 44 Laws of 2015 3rd Special Session; and

WHEREAS, sections 301 through 307 of chapter 44 Laws of 2015 3rd Special Session constitute a new chapter in Title 36 RCW, but have not yet been codified;

WHEREAS, chapter 44 Laws of 2015 3rd Special Session sections 301 through 307 authorize a city to assume the rights, powers, functions, immunities, and obligations of a transportation benefit district that has boundaries coterminous with the boundaries of the city; and

WHEREAS, the boundaries of the Marysville Transportation Benefit District are coterminous with the boundaries of the City of Marysville; and

WHEREAS, by Resolution No. 2383, the Council scheduled a public hearing to take testimony as to whether assuming the rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District would be in the public interest or welfare; and

WHEREAS, notice of the public hearing was posted on the city's website and published twice in the Everett Herald, a daily newspaper published in Snohomish County, Washington, and was published in the Marysville Globe; and

WHEREAS, the public hearing was held on November 2, 2015; and

WHEREAS, after the public hearing the City Council determined that assuming the rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District would be in the public interest and welfare; and

WHEREAS, after the public hearing and determination of public interest, the City Council voted to assume the rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MARYSVILLE AS FOLLOWS:

Section 1. Findings. The City Council makes the following findings in support of its actions:

1. During the third special session of the 2015 legislative session the legislature passed and the governor signed 2ESSB 5987, which became effective July 15, 2015, as chapter 44 Laws of 2015 3rd Special Session.
2. Sections 301 through 307 of 2ESSB 5987 authorize a city to assume the rights, powers, functions, immunities, and obligations of a transportation benefit district that has boundaries coterminous with the boundaries of the city.
3. The Marysville Transportation Benefit District was created by the City Council when it adopted Ordinance 2938 on January 13, 2014, and adopted a new chapter 12.06 of the municipal code.
4. The boundaries of the Marysville Transportation Benefit District are coterminous with the boundaries of the City of Marysville.
5. On February 3, 2014, the City of Marysville (City) and the Marysville Transportation District (TBD) executed an interlocal agreement setting forth the obligations of the TBD, the undertakings to be performed by the City, and providing that all streets and transportation infrastructure preserved, maintained, or constructed with TBD funds would remain the property of the City.
6. On May 27, 2014, the City and the TBD executed a second interlocal agreement whereby the City would provide short-term funding to the TBD of \$600,000.00 and providing that the TBD would repay the funding at \$200,000 per year plus interest beginning on March 1, 2015.
7. In accordance with the interlocal agreements, the City has provided staff to perform the operations of the TBD since its inception.
8. In accordance with RCW 36.73.020, the City Council has acted as the governing authority of the TBD.
9. The TBD approved Resolution 2014-01 that placed a measure on the ballot to ask voters to authorize a 0.2% sales tax to fund transportation projects. Voters approved the measure on April 22, 2014.
10. On May 5, 2014, the TBD Board adopted Resolution No. 2014-4, approving a material change policy.
11. The TBD has approved budgets for 2014 and 2015 and funded various transportation projects in Marysville.

12. The City's assumption of the rights, powers, functions, immunities, and obligations of the TBD will significantly simplify the administration of the TBD and is in the public interest and will promote the general welfare.

Section 2. Assumption of the Marysville Transportation Benefit District.

There City hereby assumes all rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District and by this action of the Marysville Transportation Benefit District will cease to exist as a separate entity. The short-term funding referred to in section 6 of the findings will be repaid to the city budget fund that provided the funding to the TBD.

Section 3. Amendment of Municipal Code.

The municipal code is amended as set forth in Exhibit "A."

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance .

Section 5. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of November 2015.

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

Attest:

By _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to from:

By _____
JON WALKER, CITY ATTORNEY

Date of publication: _____
Effective Date (5days after publication): _____

EXHIBIT A

Chapter 12.06 MARYSVILLE TRANSPORTATION BENEFIT DISTRICT

Sections:

[12.06.010](#) ~~Establishing Assumption of powers and functions of~~ transportation benefit district.

~~[12.06.020](#)—Governing board.~~

~~[12.06.030](#)—[12.06.020](#) Functions of the district and Authority.~~

~~[12.06.040](#)—[12.06.020](#) Transportation improvements funded.~~

~~[12.06.050](#)—Dissolution of district.~~

12.06.010 ~~Establishing Assumption of powers and functions of~~ transportation benefit district.

~~As authorized by chapter 44 Laws of 2015 3rd Special Session sections 301 through 307 and 2ESSB 5987, as now enacted or hereafter amended, all rights, powers, immunities, functions, and obligations that were possessed and exercised by the Marysville Transportation Benefit District are vested in the City of Marysville.~~

~~The city will at all times act in conformance with chapter 36.73 RCW and chapter 44 Laws of 2015 3rd Special Session sections 301 through 307, as now enacted or hereafter amended, and all actions taken pursuant to the authority conferred on a transportation benefit district will be specifically identified. There is created a transportation benefit district to be known as the “Marysville transportation benefit district” or “district,” with geographical boundaries comprised of the corporate limits of the city as they currently exist or as they may exist following future annexations. (Ord. 2938 § 2, 2014).~~

12.06.020 ~~Governing board. Functions and Authority~~

~~(1) The governing board (“board”) of the transportation benefit district shall be the Marysville city council acting in an ex officio and independent capacity, which shall have the authority to exercise the statutory powers set forth in Chapter [36.73](#) RCW. The board shall be known as the “Marysville transportation benefit district board.”~~

~~(2) The treasurer of the transportation benefit district shall be the city finance director.~~

~~(3) The board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW [36.73.160\(1\)](#). At a minimum, if~~

~~a transportation improvement exceeds its original cost by more than 20 percent, as identified in the district's original plan, a public hearing shall be held to solicit public comment regarding how the cost change should be resolved.~~

~~(4) The board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2). (Ord. 2938 § 2, 2014).~~

~~12.06.030 Functions of the district.~~

~~(1)~~

~~(2)~~ The ~~district board~~city council may authorize a vehicle tax fee of up to \$20.00 per vehicle as provided for by RCW 82.80.140. Any expansion of the ~~purposes~~ authorized ~~purposes of the district~~by chapter 36.73 RCW shall be undertaken only after notice, hearing and adoption of an ordinance in accordance with RCW 36.73.050(2)(b) or a vote of the people pursuant to RCW 36.73.065(3).

~~(23)~~ When authorized by the voters pursuant to the requirements of Chapter 36.73 RCW, other taxes, fees, charges and tolls or increases in these revenue services may be assessed for the preservation, maintenance and operations of city streets. Additional transportation improvements may be added ~~in accordance with chapter 36.73 RCW~~to the functions of the district upon compliance with the requirements of said chapter.

~~(3) The board shall have and exercise all powers and functions provided by Chapter 36.73 RCW to fulfill the functions of the district. (Ord. 2938 § 2, 2014).~~

~~12.06.040-030 Transportation improvements funded.~~

The funds generated by ~~any taxes, fees, charges, or tolls authorized by the city council under the authority granted by chapter 36.73 RCW~~ the transportation benefit district shall be used for transportation improvements that preserve, maintain and operate the existing transportation infrastructure of the city, consistent with the requirements of ~~Chapter~~chapter 36.73 RCW, and may include but shall not be limited to "transportation improvements" as defined in RCW 36.73.015(4). The funds may be utilized for any lawful purpose under the chapter; but all funds raised through ~~the TBD~~the authority granted in chapter 36.73 RCW shall be expended only for such preservation, construction, maintenance and operation in accordance with the provisions of ~~Chapter~~chapter 36.73 RCW as the same exists or is hereafter amended. The funds expended ~~by the district~~ shall preserve, maintain and operate the city's previous investments in the transportation infrastructure, reduce the risk of transportation facility failure, improve safety, continue the cost-effectiveness of the city's infrastructure investments, and continue the optimal performance of the transportation system. Additional

transportation improvement projects may be funded only after compliance with the provisions of RCW [36.73.050](#)(2)(b) following notice, public hearing and enactment of an authorizing ordinance. (Ord. 2938 § 2, 2014).

~~12.06.050 Dissolution of district.~~

~~The transportation benefit district shall be automatically dissolved when all indebtedness of the district has been retired and when all of the district's anticipated responsibilities have been satisfied. Street preservation, maintenance and operation are ongoing, long term obligations of the city. Pursuant to RCW [36.73.050](#) and [36.73.170](#), the district shall automatically dissolve when all indebtedness of the district has been retired and anticipated responsibilities have been satisfied, but in no event without further action of the Marysville city council shall the district extend more than 20 years from the effective date of this chapter. (Ord. 2938 § 2, 2014).~~

CITY CLERK

**Notice of Public Hearing
Before the Marysville City Council**

Notice is hereby given that the Marysville City Council will hold a Public Hearing at 7:00 p.m., on Monday, November 9, 2015 in the Council Chambers of Marysville City Hall located at 1049 State Avenue, Marysville, Washington.

The purpose of the public hearing is to take testimony as to whether the Marysville City Council assuming the rights, powers, immunities, functions, and obligations of the Marysville Transportation Benefit District would be in the public interest or welfare.

Any person may appear at the hearing and be heard in support of or opposition to this proposal. Additional information may be obtained at the Marysville City Clerk's Office, 1049 State Avenue, Marysville, Washington 98270, (360) 363-8000.

The City of Marysville

April O'Brien
Deputy City Clerk

Dated: October 27, 2015

Published: The Marysville Globe: October 31, 2015 and November 7, 2015
The Herald of Everett: October 31, 2015 and November 1, 2015

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.

**THIS NOTICE IS NOT TO BE REMOVED, MUTILATED OR
CONCEALED IN ANY WAY BEFORE DATE OF HEARING.**

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 11/09/15

AGENDA ITEM: Utility Service Ordinance	
PREPARED BY: Dave Koenig/Jon Walker	DIRECTOR APPROVAL:
DEPARTMENT: Community Development/Legal	
ATTACHMENTS: Proposed Ordinance	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Following the economic downturn there has been an increase in foreclosed and vacant properties within the City which are sometimes occupied without proper water and sewer service. The proposed ordinance prohibits occupying a residence that does not have water or sewer service. This can be either a lawful connection to the City's systems or lawful and functioning private systems such as wells and on-site sewage disposal systems. Where a residence does not have water or sewer service for fourteen consecutive days, the city can require the residence be vacated until water and sewer service is restored. A property owner may appeal the "do not occupy" order to the Hearing Examiner. Occupying a residence in violation of a "do not occupy" order is a misdemeanor. An owner who fails to secure a residence may be issued a civil infraction.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt the proposed ordinance requiring occupied properties have adequate water and sewer service.

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, CREATING A NEW CHAPTER 16.24 OF THE MARYSVILLE MUNICIPAL CODE (MMC) PROHIBITING OCCUPYING PROPERTIES THAT LACK ADEQUATE WATER OR SEWER SERVICE.

WHEREAS, adequate water and sewer service are necessary to assure proper sanitation, maintenance, and hospitable living conditions; and

WHEREAS, persons residing in conditions without proper sanitation or hospitable living conditions presents a risk to those persons' health, safety, and welfare, thereby creating a risk of harm to the public health, safety, and welfare; and

WHEREAS, properties which are not adequately maintained due to inadequate water or sewer facilities present a risk of harm to the public health, safety, and welfare; and

WHEREAS, since the economic downturn and recession there have been an increase in the number of vacant, abandoned, and foreclosed properties within the City; and

WHEREAS, many of these vacant, abandoned, and foreclosed structures have had water or sewer services discontinued but are occupied despite the lack of adequate water or sewer service resulting in a danger to the occupants and to the public health; and

WHEREAS, the City desires to assure that occupied properties have adequate water and sewer service to protect the public health, safety, and welfare, to require responsible parties to secure properties from occupancy until adequate water and sewer service is resumed, and to punish violations;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARYSVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. A new Chapter 16.24 MMC, Utility Service for Occupancy, is hereby created, as set forth in Exhibit "A."

Section 2. **Severability.** If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Effective Date. This ordinance shall become effective five days after the date of its publication by summary.

PASSED by the City Council and APPROVED by the Mayor this _____ day of November, 2015.

CITY OF MARYSVILLE

By: _____
MAYOR JON NEHRING

Attest:

By: _____
April O'Brien, Deputy City Clerk

Approved as to from:

By: _____
Jon Walker, City Attorney

Date of publication: _____

Effective Date (5 days after publication): _____

EXHIBIT A

16.24.010 Purpose.

The purpose of this chapter is to protect the public health, safety, and welfare by assuring that people reside in conditions with adequate utilities and facilities to provide for proper sanitation, maintenance, and hospitable living conditions.

16.24.020 Definitions.

- (1) “Building Official” means the Building Official of the City of Marysville or the Building Official’s designee.
- (2) “Civil Infraction” means a class one civil infraction as defined by chapter 7.80 RCW, the Infraction Rules for Courts of Limited Jurisdiction (“IRLJ”) and any local rule adopted by the Marysville Municipal Court. Civil Infractions shall be heard by the Marysville Municipal Court.
- (3) “Occupy” means (a) residing on the Premises or (b) being present on the Premises for any purposes other than actively maintaining or improving the Premises.
- (4) “Person” means any natural person, legal entity, association, organization, corporation, or partnership and any agents, representatives, fiduciaries, or assigns.
- (5) “Premises” means any land, real estate, tax parcel, or lot and any portion thereof whether improved or unimproved, including adjacent sidewalks and parking strips.
- (6) “Responsible Person” means any Person having legal or equitable title or any interest in a Premises, including but not limited to owners, borrowers, and lenders. When there is more than one Responsible Person, both or all are responsible for performing any act required by this chapter and each may be charged with a violation of this chapter. However, it is a complete defense to any violation that the violation was remedied by another Responsible Persons.
- (7) “Sewer Service” means either (a) a lawful, active, and functioning connection to the City’s sanitary sewer system in conformance with Title 14 MMC or (b) a lawful, functioning, and adequately maintained “on-site sewage disposal system” (as defined in RCW 70.118.020(6)).
- (8) “Water Service” means either (a) a lawful, active, and functioning connection to the City’s water system in conformance with Title 14 MMC, (b) a lawful, functioning, and adequately maintained private well, or (c) a lawful, active, and functioning connection to a lawful, functioning, and adequately maintained “public water system” (as defined in RCW 70.116.030(3)).

16.24.030 Water and Sewer Required.

Any Premises within the City may only be Occupied by a person if the Premises has Sewer Service and Water Service.

16.24.040 Unlawful Occupancy.

- (1) Occupying any Premises within the City which does not have Sewer Service and Water Service, as required by MMC 16.24.030, or which is posted “Unfit for Occupancy – No Trespassing” is a nuisance and a violation of this section.
- (2) Removing or defacing a posted notice that a Premises is “Unfit for Occupancy – No Trespassing” is a violation of this section.
- (3) A violation of this section is a misdemeanor.

16.24.050 Investigation and Enforcement Procedure.

- (1) Investigation. Where the Building Official reasonably believes that a Premise does not have Sewer Service or Water Service for fourteen consecutive calendar days, the Building Official may issue and post a Notice of Violation. Unless appealed pursuant to MMC 16.24.060, the Notice of Violation becomes a final determination on the eleventh business day after the posting of the Notice at which time the Building Official shall post the Premises “Unfit for Occupancy – No Trespassing.”
- (2) Violation Notice. An enforcement action is commenced by a Notice of Violation. The Building Official shall post a copy of the Notice of Violation on the Premises and shall mail a copy of the Notice of Violation to the owner identified in the records of the Snohomish County Assessor and to the street address of the Premises. The Notice of Violation shall contain:
 - (a) Information identifying the Premises including the address and tax parcel number.
 - (b) A concise description of the basis for the Notice of Violation.
 - (c) A statement that the Premises must be vacated unless Sewer Service and Water Service are functioning within ten business days of posting the Notice of Violation.
 - (d) A statement that a Responsible Person may appeal the Building Official’s determination to the Hearing Examiner by filing a written appeal setting forth the grounds for the appeal no later than ten business days after the Notice of Violation was posted.
 - (e) A statement that if the Building Official’s determination is not appealed within ten business days of posting the Notice of Violation:
 - (i) The Notice of Violation will become a final determination;
 - (ii) That the Premises must be vacated and secured as provided in this chapter;
 - (iii) That any person Occupying the Premises will be liable as provided in this chapter; and
 - (iv) That any Responsible Person failing to secure the Premises will be liable as provided in this chapter.
 - (f) The date the Notice of Violation was posted on the Premises.
 - (g) The address where an appeal may be delivered to the City Clerk.
 - (h) A copy of this chapter must be attached to the Notice of Violation that is mailed to the Owner and the street address, but need not be attached to the Notice of Violation that is posted on the Premises.

16.24.060 Appeal.

A Responsible Person may appeal the Building Official's determination contained in a Notice of Violation by delivering a written appeal to the City Clerk. The written appeal must be received no later than ten business days after the Notice of Violation was posted on the Premises. If the City Clerk receives a timely written appeal, the Hearing Examiner shall set a hearing to be held within ten business days of receipt of the appeal.

- (1) At any such hearing, the Responsible Person bears the burden, by a preponderance of the evidence, of establishing their standing as a Responsible Person.
- (2) At any such hearing, the City bears the burden, by a preponderance of the evidence, of establishing that the Premises does not have adequate Sewer Service or Water Service as required by MMC 16.24.030 and that a person was Occupying the Premises as of the date of the Notice of Violation.
- (3) Any such hearing does not need to comply with the rules of evidence and the Hearing Examiner may consider evidence which the Hearing Examiner determines is reasonably reliable.
- (4) The Hearing Examiner shall issue a written decision within five business days of any such hearing. The written decision shall make findings of fact and conclusions of law. If the Hearing Examiner determines that the Premises does not have Sewer Service or Water Service as required by MMC 16.24.030 and that a person was Occupying the Premises as of the date of the Notice of Violation, then the Premises must be vacated and secured within five business days of the Hearing Examiner's decision. The Hearing Examiner's decision is a final determination upon being signed and mailed.
- (5) The decision of the Hearing Examiner may be appealed to the Snohomish County Superior Court within 21 calendar days.

16.24.070 Vacant Structure Must be Secured Upon Violation.

- (1) Upon a final determination that a Premises has been Occupied in violation of MMC 16.24.040, every structure on the Premises must be secured from unlawful Occupancy as specified in MMC 16.24.080 within five business days.
- (2) It is a nuisance and is a violation of this section for any Responsible Person for any Premises within the City to fail to secure every structure on the Premises from unlawful Occupancy as specified in MMC 16.24.080 within five business days of a final determination that the Premises has been Occupied in violation of MMC 16.24.040.
- (3) Violation of this section is a Civil Infraction and upon a finding that a violation has been committed, the person committing the act shall be assessed an amount not to exceed \$250 plus applicable statutory assessments. Such penalty is in addition to any other remedies or penalties specifically provided by law. For each act herein prohibited of a continuing nature, each day shall be considered a separate offense.
- (4) Each day that a structure on the Premises is not secured as specified in MMC 16.24.080 is a separate violation and the Building Official may issue a Civil Infraction to any Responsible Person who had notice that the structure was required to be secured.

16.24.080 Standards for Securing Structures.

All structures which must be secured under this chapter shall meet the following standards.

- (1) Exterior openings shall be properly secured with doors, shutters, grills, and window glazing. Where the normal structural amenities are damaged, destroyed or significantly deteriorated such that the structure becomes unsecure the amenities shall be replaced or the openings may be secured with structural paneling or medium density overlay. At a minimum, all exterior openings accessible from grade shall be properly secured to prevent unauthorized third party entry.
- (2) Personal property and miscellaneous debris which may constitute a fire hazard must be removed from the structure prior to securing the structure.
- (3) If the structure has automatic fire sprinkler systems or fire alarm systems, the systems shall be maintained in an operable condition at all times.
- (4) Sewer lines shall be capped or closed with an appropriate plug.
- (5) All structures on the Premises shall be posted “Unfit for Occupancy – No Trespassing.”
- (6) The Responsible Person shall periodically assure that the Premises is inspected and timely take any actions necessary to assure compliance with these standards.

16.24.090 Abatement.

- (1) If a Responsible Person fails to secure every structure on the Premises from unlawful Occupancy as specified in MMC 16.24.080 within five business days after a final determination, the Building Official may take immediate action to cause the building to be secured in a manner consistent with this chapter.
- (2) In the event that the City secures the building, all costs incurred shall be assessed to the owner of the Premises as provided in Chapter 4.02 MMC.
- (3) In securing a structure, the Building Official is not required to satisfy all the conditions of MMC 16.24.080 and in the Building Official’s sole discretion may determine what measures are appropriate.
- (4) If the City secures a structure pursuant to this chapter, the Responsible Person shall remain responsible for the inspection, maintenance, and protection of the Premises and any structures on the Premises.

16.24.100 Re-Occupancy.

Following a final determination that the Premises has been Occupied in violation of this chapter, the Premises may only be Occupied after a Responsible Person provides the Building Official with satisfactory evidence that the Premises complies with the requirements of MMC 16.24.030 and receives written approval from the Building Official that Occupancy of the Premises is allowed.

Index #12

CITY OF MARYSVILLE

Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE FOR THE ACCEPTANCE OF A GIFT SUBJECT TO CONDITIONS.

WHEREAS, an anonymous donor has made a gift of two thousand five hundred dollars (\$2,500.00) towards the Marysville Parks Department youth scholarship program; and

WHEREAS, said gift was provided anonymously for the purpose of providing scholarship opportunities to those who cannot afford to pay for participation in youth leagues, said scholarships to be awarded according to eligibility requirements and an application form to be adopted by separate resolution of the City Council; and

WHEREAS, the City Council does have the ultimate authority for acceptance and use of said contributions consistent with the donor's intent.

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

The City of Marysville hereby gratefully accepts the gift from an anonymous donor subject to the conditions under which such gift was donated.

PASSED by the City Council and APPROVED by the Mayor this ____ day of _____, 2015.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
ALLINA HOLMQUIST, City Clerk

Approved as to form:

By _____
JOHN WALKER, City Attorney

Index #13

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 9, 2015

AGENDA ITEM: Appointments to the Marysville Parks and Recreation Board	AGENDA SECTION: Mayor's Business	
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:	
ATTACHMENTS: Appointment Forms	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Summary:

Mayor Nehring is requesting the reappointments of Gayle Bluhm and Jodi Condyles to the Marysville Parks and Recreation Board.

RECOMMENDED ACTION: Mayor Nehring recommends the City Council confirm the reappointments of Gayle Bluhm and Jodi Condyles to the Marysville Parks and Recreation Board.
COUNCIL ACTION:

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98270
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 reappoint Jodi Condyles as a member of the MARYSVILLE PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030 dated this 9 day of November, 2015.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the MARYSVILLE PARKS AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 9 day of November, 2015

JODI CONDYLES

This term of appointment expires the 31 day of August, 2018.

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98270
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 reappoint Gayle Bluhm as a member of the MARYSVILLE PARKS AND RECREATION BOARD of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.20.030 dated this 9 day of November, 2015.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the MARYSVILLE PARKS AND RECREATION BOARD of the City of Marysville in the manner required by law.

Dated this 9 day of November, 2015

GAYLE BLUHM

This term of appointment expires the 31 day of August, 2018.