

Marysville City Council Meeting

September 26, 2016

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

- A. Employee Services Awards
- B. Volunteer of the Month
- C. Community Beautification

Audience Participation

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

Consent

- 1. Consider the September 7, 2016 Claims in the Amount of \$1,001,074.66; Paid by EFT Transactions and Check Numbers 110935 through 111057 with no Checks Voided
- 2. Consider the September 14, 2016 Claims in the Amount of \$289,100.38; Paid by EFT Transactions and Check Numbers 111058 through 111143 with Check Numbers 98971, 107027 & 107269 Voided

Review Bids

- 3. Consider Awarding the Sunnyside Safe Routes to School Contract with Northend Excavating Inc., in the Amount of \$179,492.85 Including Washington State Sales Tax and Approve a Management Reserve of \$20,000 for a Total Allocation of \$199,492.85

Public Hearings

New Business

- 4. Consider the Local Agency State Aid Project Prospectus and Local Agency Supplemental Funding Agreement with WSDOT thereby Securing Construction Funding for the Sunnyside Elementary Safe Routes to School Project
- 5. Consider the Interlocal Agreement with the Snohomish Regional Drug & Gang Task Force

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6. Consider the Professional Services Agreement with RH2 Engineering, Inc. for the 560 Zone Booster Pump Station

7. Consider the Former Geddes Marina Interim Action Project, Starting the 45-day Lien Filing Period for Project Closeout

8. Consider the Annual Support Agreement and License Agreement for Munis Software in the Amount of \$70,014.23

9. Consider an **Ordinance** Declaring Public Use and Necessity for Land and Property to be Condemned for the Purpose of Widening 1st Street and Creating the 1st Street Bypass; and Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property and Payment therefore from the General Fund

10. Consider an **Ordinance** Authorizing the Condemnation, Appropriation, Taking, Damaging and Acquisition of Land and Other Property for the Purpose of Making Pedestrian and Bicycle Improvements to Establish Safe Routes to School for 116th St NE and Payment therefor from Transportation Benefit District Fund 114

11. Consider a **Resolution** Declaring Certain Equipment Items of Personal Property to be Surplus and Authorizing the Sale or Disposal Thereof

Legal

Mayor's Business

Staff Business

Call on Councilmembers

Adjournment/Recess

Executive Session

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

Reconvene

Adjournment

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or

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City Hall

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.

C

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/26/16

AGENDA ITEM:	
Community Beautification Grant	
PREPARED BY:	DIRECTOR APPROVAL:
Leah Tocco	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
<ol style="list-style-type: none"> 1. 2016 Grant Review 2. Grant application form 	
BUDGET CODE:	AMOUNT:
00199524.548000	\$50,000
SUMMARY:	

In 2015 the City of Marysville offered a Community Beautification Grant (CBG) to neighborhoods and homeowner's associations (HOA). The initial grant process received positive feedback from the community and staff, with all awardees completing their projects by the deadline of August 31, 2016. Prior year awardees and other neighborhoods have expressed interest in a future grant funding cycle.

The CBG program ties into the City of Marysville's priorities by supporting neighborhood beautification and cleanup projects to improve the image and livability of neighborhoods. These were typically projects involving properties jointly owned by an HOA or neighborhood. Many of these HOA's and commonly held property have little or no budget set aside for repairs or improvements and the areas can become blighted or unsafe without additional resources. Consequently, it can take many years to raise funds before improvements can be made. With long lead times for neighborhoods to secure funding on their own, these properties may slip into a state of disrepair. By offering this grant process, neighborhoods are able to complete projects that impact the aesthetics and address safety concerns in their community in a timelier manner. This grant process also fostered city-neighborhood, and neighbor-to-neighbor partnerships as community members and staff worked closely together to accomplish common goals.

Last year's applicants could apply for a maximum grant of \$5,000, with Council awarding \$25,500 in grant funding based on committee approval. Following the initial grant projects, there were some observations by City staff to (1) continue the program; (2) raise the award limit for larger projects; and (3) require labor/funding match for projects to foster community partnership. If Council elects to continue the grant program, the application criteria could be modified to address the above recommendations and a committee would be designated to review applications and final award amounts would be determined by Council.

RECOMMENDED ACTION:

Approve funding in the amount of \$50,000 for a 2017 Community Beautification Grant application period to neighborhoods to apply for funding to be used in 2017. Allow maximum award of \$7,500 for larger neighborhood projects, or \$5000 if neighborhood has previously applied for the program.

Exhibit 1

2016 Community Beautification Grant Summary

Prepared Sept. 1, 2016

2016 Grant History



- Grants were awarded to 6 neighborhoods in 2015 for 2016 projects
- Out of \$30,000 in funding available, the committee recommended awarding \$25,500 which was approved by Council
- All grants awarded have been completed and reimbursement submitted to the City of Marysville

Tuscany Ridge
\$5,000

Kellogg Village
\$5,000

102nd Pl. NE
\$5,000

Rolling Green
Estates \$5,000

Sunnyside
Estates \$500

Otter Creek
\$5,000

Tuscany Ridge HOA



Summary of Project Background

Replacement of 320 feet of fence line along the community park perimeter. The previous fence was 18 years old and was in need of replacement. The HOA had a licensed and bonded fencing contractor conduct the work. The HOA will be tasked with maintaining the new fencing.

Project Summary

The project was completed prior to the grand opening of the Tuscany Ridge Park Improvement in June of 2016. The total cost of the fence was more than the grant request by several thousand dollars. The additional cost was absorbed by the HOA. Parks, Culture and Recreation provided paint and members of the community painted all the new fencing along with contributing to painting the park perimeter fence system. Staff notes this was a great project and partnership between the community and the city.

Tuscany Ridge HOA



Feedback from HOA

The Marysville Beautification Grant was an excellent project. It provided communities and HOA's the financial resource to complete future projects within the coming year. Our Tuscany HOA found the financial assistance impactful. As the years progress and our neighborhood gets older, items such as bordering fence lines are forgotten. The cost associated with the fence replacement becomes acceptable with the shared cost the grant provided. Our fence line adjacent to the community park was replaced within 45 days of receiving the grant.

- Community pride, involvement, appearance and safety have increased since the fence replacement.
- Curbside appeal due to the fence replacement added value to our community. (Attracts prospective buyers to our community)
- Our community park has seen exponential usage since the upgrades at the Park.
- The City was open to the idea of swapping materials (paint and supplies) for resident's labor.
- General upkeep and maintenance (lawn care, repairs and graffiti) addressed timely.
- The support from Mike Robinson, Jim Ballew and those involved have opened communications and dialogue between Tuscany and Marysville Parks. This support has been outstanding.
- We look forward to participating in future grants of this nature.

Thank you

Art M., Tuscany HOA

Tuscany Ridge HOA



Kellogg Village HOA



Summary of Project Background

Replace the broken and vandalized vinyl fence, which protects their neighborhood parks at the entry to the community. The HOA shared that this is the first impression someone has of their community and is a matter of pride for their owners. They had contacted Town and County Fence for the bid and planned to remove the old fence and replace it with a black chain link of 3' in height. This will be a maintenance and vandalism free solution to their parks.

The HOA stated that by replacing this fence it will not only protect their parks, but it will raise the bar, not allowing their community to slip into disrepair and increased crime. They work hard to raise this bar which in turn has promoted more individual ownership and accountability for owner lots, raising values and limiting vacant homes up for sale for long periods due to the condition of the neighborhood.

Project Summary

Approximately 450 feet of chain link fence was installed at a 4' height by a local fence company. The project is complete and has proven to be both effective and attractive for the community.

Kellogg Village HOA



Feedback from HOA

Kellogg Village HOA is thrilled for the \$5,000 grant for neighborhood beautification. Our annual assessment is very modest and just covers the landscaping that is throughout our community so replacing fencing and maintaining the community center can be financially challenging. Over the past 3 years we've worked hard to eradicate graffiti and that, together with aging wooden fences led us to fence replacement projects that would last for years while also eliminating place to tag with graffiti. We took on saving money to replace the white vinyl fencing at the entrance of Kellogg Village. The vinyl fence was easy to tag, hard to keep mildew free, brittle and prone to damage. The project total cost of almost \$10,000 to replace the old fence with black-coated chain link. The new fence would last for years with minimal upkeep...and the bonus is that it's hard to tag with graffiti! The grant halved our costs and allowed us to replace the fencing 2-3 years sooner than we could have otherwise. It's improved the entrance to Kellogg Village and contributed to a well-kept appearance. The HOA is grateful for the opportunity and has appreciated the City making neighborhood beautification a priority...thank you!

Regards,

Dara Salmon, Secretary

Kellogg Village HOA

Kellogg Village HOA



102nd Pl. NE



Summary of Project Background

The entrance to their neighborhood has two privately owned storm water ponds that service approximately 80 homeowners across several blocks. The HOA described the ponds as hazardous eyesores that require significant improvements to become safe, functional and welcoming amenities within their neighborhood. The HOA is approaching their improvements in 4 phases and requested funding for phase 2 of this project.

- Phase I, completed by HOA in summer of 2015, cleared invasive blackberry bushes, trash and hazardous waste from the entrance and exits of three storm pipes along with removing blackberry bushes from storm drain connections, gates and access to city storm water facilities to process fall, winter and spring rain events. They also removed hazardous tree limbs extending from the storm water ponds over public sidewalks and repaired broken planks in existing cedar fencing.
- Phase II was to remove hazardous trees (primarily cottonwood) and finish clearing blackberries, trash and hazardous waste from the two ponds. They requested funds for this phase as the work that volunteers could complete was done and Phase II will require contractor assistance.
- Future Phase III will involve seeding or planting of native ground coverings to prevent future infestations of blackberry bushes, improve storm water flow and discourage passerby from littering into the pond as the ponds would be visible from the road.
- Phase IV will be to replace existing wood fence with chain link and to post signage on both ponds that identifies the sites as well maintained storm water facilities that provide community benefit.

Project Summary

A tree service company performed tree removal services at the privately owned ponds at the entrance of the neighborhood at 51st Ave. NE and 102nd Pl. NE. The residents of this neighborhood have expressed their appreciation at having the work completed. The majority of the large trees have been removed, and the neighborhood has coordinated a work group to clean up the remaining smaller trees in ponds.

102nd Pl. NE



Feedback from neighborhood

In 2015 we received a \$5,000 City Beautification Grant to clean up and remove trees from two storm water retention ponds in an effort to improve public safety, increase property values, provide a safe and welcoming entrance to the neighborhood and bring neighbors together around a common goal.

The \$5,000 grant was used to hire contractors to remove nearly all of the cottonwood trees growing in the south pond. The city managed the contracting process and the trees were successfully removed in June 2015.

We would not have been able to remove these trees without receiving the grant which allowed us to hire contractors. The trees in both ponds are too large for us to safely remove ourselves. Removal of these trees is a critical first step in the pond clean up process. Removing trees allows us to access the ponds to remove the immense blackberry bushes that are taking over both sites. Once the blackberry bushes are removed we'll be able to remove all the trash that has been thrown into the ponds over the years. Removing the trees also significantly reduces public hazards presented by the two ponds. Cottonwood trees grow fast and are not strong nor long lived making them highly likely to come down in wind storms. Removing the trees reduces the chance of injury or damage by windfall and makes the interiors of the ponds more visible to passersby so they are less likely to play host to illicit activities.

We still have an immense amount of work to complete in these ponds to make them highly functional public assets. The trees need to be removed from the north pond. The blackberry bushes and trash need to be removed from both ponds. The fences around both ponds need repair and replacement and educational signs need to be posted at both sites.

Thanks to the city we're off to a good start. We will remove blackberries and trash this summer and fall as best we can. Next spring we'll endeavor to work with contractors to remove the trees from the north pond. We hope the city will continue this fantastic program and that we'll be able to apply for additional funds so we can continue this work and ultimately create and maintain two highly functional storm water management ponds.

Thank you for your consideration. Please contact us at any time with questions.

Best,

Jodi and Antonio Galvan

102nd PI. NE



Rolling Greens Estates



Project Background

Rolling Greens HOA requested \$5,000 to help fund the replacement of trees in their 7-acre community park. They have allocated over \$6,000 for the removal of 14 dead and diseased trees, and are seeking funds to cover the cost of purchasing and planting 25 new trees that will provide long term beauty and seasonal interest. There are walking trails, a baseball diamond and backstop, 2 playground areas, and a basketball court. On any given day, people can be seen walking the paths while children chase balls in the field. Unfortunately, over the past several years many of these amazing resources have become deteriorated and in need of repair.

Project Summary

Parks Staff met with the representatives and guided the HOA to remove trees that were both dangerous and those that were creating or challenging drainage issues the park exhibited. Staff also recommended that the HOA remove outdated, broken and unsafe play equipment that was over 30 years old.

The project was changed and supported by the city in an effort to reduce liability and also enhance drainage and turf recovery. Clean Cut Tree Service removed 14 large trees that were not healthy and also removed stumps. The play areas were cleaned and unsafe equipment removed. New play chips were added and play borers replaced. Staff also encouraged the HOA to apply again if possible to continue making much needed park improvements.

Rolling Greens Estate



Feedback from HOA

The Rolling Green Estates Board and Members would like to express our gratitude to the City of Marysville for approving our beautification grant last year. The City's support has helped bring about many positive changes for our community and helped set the stage for more improvements going forward. Our original request was for the removal and replacement of trees in our 7.5 acre common area park. We have gotten so much more than we expected.

Parks Director Jim Ballew arrived to perform the pre-inspection of the site and immediately recognized the potential of our common area. He also noted how many dying and diseased trees were in need of attention. He agreed that we should use the full grant amount for tree and stump removal. As a result, we were able to clear most of the trees on our list.

Director Ballew also agreed to come for a second visit where he and another city employee gave recommendations for future improvements to the common area as well as pointing out ways to improve safety and recreation moving forward. Our community took these recommendations and has been steadily working to make the upgrades.

The tree removal and other changes have captured the interest of our larger Rolling Green Estates membership. People have begun to pay more attention to the usability and appearance of the common area. There has begun to be conversation of how we can capture this momentum and keep it going. A result of that dialogue is in the formation of our new RGE Master Plan Committee. The first meeting is set for September.

Thank you for offering this grant. Your commitment to bettering the neighborhoods of Marysville through financial support, expert advice, and positive encouragement is having an amazing impact on our quality of life.

Sincerely,

Rolling Green Estates

Rolling Greens Estate



Sunnyside Estates



Project Background

The project will enhance 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 street need to be replaced. All labor and maintenance is done by homeowner volunteers and contracted landscape firm. Benefits for community include making for a more visually appealing area, plus adding plants to bare area improves environment and water runoff.

Project Summary

Project was completed entirely by members of the HOA. Plants were purchased locally and the project was completed for \$500.

Sunnyside Estates



Feedback from HOA

Sunnyside Estates is a small development of modest homes. Our Home Owners Association budget provides very little discretionary funds for improvements due to the need to fund the reserve for future and current mandatory needs such as retention pond and storm water bunker maintenance, liability insurance, landscape maintenance, etc. So the generous grant by the City had a very positive impact in our little neighborhood in two ways.

First, it provided us the means to restore the landscaping to our entrance monument at the corner of Sunnyside and 35th. We consider this the 'front door' to our neighborhood and we were able to transform it from the weedy, minimally planted eyesore into a lovely garden spot. We chose native plants to provide color and interest as well as providing food for pollinators and birds and that will require minimal maintenance. This project has brought us together as a neighborhood on what other projects we can pursue as a community.

Secondly, it allowed our Association to apply modest (non-grant) funding to address a weed issue in an environmentally conscious way by applying thick mulch to a problem common area to help prevent weed growth without the use of toxic herbicides (important to us because a resident adjacent to this area has sensitivities to chemicals commonly used in herbicides).

So all in we get a bunch of benefits. A project that has spurred interest in our neighborhood association and what we can jointly pursue for the betterment of our community, a landscape that provides visual interest as well as a bird and bee habitat, and the opportunity to take a proactive environmentally friendly way to mitigate a weed problem without risking potential health problems to our residents.

In closing, I must say on behalf of our neighborhood how grateful we are to live in a city that puts a priority on helping bring neighborhoods together through this grant program, and I am especially grateful to you, Jim for your assistance in implementing this project.

Please feel free to contact me if you have any further questions regarding this matter.

Pete

Sunnyside Estates



Otter Creek



Project Background

The homeowners of Otter Creek had received letters from the City of Marysville that they were out of compliance for the North and South entrance to Otter Creek. Not all neighbors want to participate in HOA. They requested grant funding to bring north and south entrance up to code with the goal to remove trees, kill weeds, remove debris, cut trees, clear drains, post signs, repair fences, repair Otter Creek sign, set up quarterly maintenance, form neighborhood watch, get to know neighbors, get to know neighbors vehicles and watch for children in neighborhood.

Project Summary

Quotes for fencing material and installation were obtained for this project, with the lowest quote being \$6,273.25. Black vinyl fencing is required to be complaint with City of Marysville code. The City of Marysville paid for \$5,000 work of work and materials, and the neighborhood residents collected the remaining \$1,273.25 to pay for the remainder of the work. At a future date, the Otter Creek community would like to also fence the northern pond to finish the work on the entrance to their neighborhood.

Otter Creek



Feedback from HOA

The community of Otter Creek would like to extend a HUGE THANK YOU for the Beautification Grant from the City of Marysville.

The neighbors in Otter Creek have come together to form a voluntary home owners association. We have participated in several work parties, (with Safety First – no one was hurt or injured, we made sure all loads were secured before traveling on streets with tarps and ropes). We cleared trees, bush, weeds. We made multiple loads to recyclers for wood and metal, we removed old rotting fence and broken down bricks. With much effort and teamwork we have cleared the south pond for Otter Creek, and thanks to the City of Marysville who donated \$5,000 toward new fence we raised the additional amount to have a black chain link fence installed. This brought our neighborhood together to work together towards a common goal.

In addition the City of Marysville has also installed two roundabouts – which has had a significant impact on the traffic coming into the area. We have had 1 or 2 incidents (in June and July) that cars coming home in the early morning hours (after the bars have closed) have run over and gone thru the roundabout. Without the roundabout the cars could have gone thru the new fence and into the pond. We are looking forward to follow up on the roundabouts to see if a speed bump before or after the roundabout could slow traffic down just a bit more creating a need for traffic on 56th St. to slow down.

The new chain link fence has provided much great visibility to traffic that intersects at 56th Dr. and 56th St. The fence has also provided visibility to unwanted guests in the neighborhood that have parked to buy and sell drugs, it has become a much safer neighborhood for the children that walk to Shoultes Elementary. Otter Creek has formed a crime watch page on Facebook and neighbors regularly report suspicious cars, break ins and communicate neighborhood news.

Without the City of Marysville's support and encouragement and a lot of work by Otter Creek neighbors our neighborhood would have continued to be in disrepair, dropping our house values, and making us susceptible to unwanted traffic and other crime that goes with run down neighborhoods. We also want to thank Marysville employees Dave and Leah for continued ongoing support during the project.

Otter Creek homeowners are GRATEFUL for the letters requesting we clean up and for the ongoing support from Marysville.

We still have the North pond as an ongoing goal to work on. We have cleared half the pond, made several trips to recycle wood and wood chip brush and removed old fencing. If possible I would like to apply for another grant for the North pond (could you send me another application).

The previous grant was used wisely with grant applied toward new fence, while homeowners have contributed much money, time and effort to keeping our neighborhood clean, updated and safe.

Thank you we look forward to working on future projects with the City of Marysville.

Debi Wark

Homeowner project coordinator

Otter Creek



Future Grants



Staff Feedback:

- Suggestions for future consideration on the implementation of this program would be to set a total “pot” of money aside each year for grant awards without putting a cap on how much each recipient could receive. Instead, grant funds could be allocated at the discretion of the Council or an appointed committee so that grant money for both large and small projects could be awarded to our citizens, and the maximum benefit of the money set aside would be achieved. This would enable those who have more substantial project to have all of the project completed in one grant cycle rather than having to wait until the next grant cycle to finish a project (such as the case with Otter Creek and 102nd). This would also allow for smaller, more aesthetic projects in other neighborhoods which would have a significant impact on the look and feel of a neighborhood (ex. block watch signs, neighborhood entrance sign repair, etc.).
- In closing, I find that the Beautification Grant Program implemented by the City of Marysville is a huge success and I would recommend continuing and expanding the program as funding allows. This program allows for neighborhoods who take pride in their city and their community to improve their sense of safety and quality of life by beautifying their own piece of the City of Marysville. I believe that as a collective whole, this program over time could cumulatively enhance the quality of life and sense of well-being of our citizens and make Marysville an even more attractive place to live, work and play.



Future Grants

Staff Feedback:

- Recommend allocated more money. Both of the communities I worked with were only able to complete about half of the work they wanted to get done. Both groups were very thankful for the assistance, but possibly raising the allowable award amount would make it more feasible for projects to reach full completion. I encouraged both group to re-apply next year if the program continues.
- Consider a “match” aspect. This may be difficult to administer, but in my opinion the communities that are working on improving the neighborhoods on their own should be able to receive more assistance than neighborhoods where there is not any community involvement. I think this separates those looking for “free” money and those who really care about their neighborhood and the community – and will also serve to protect the City’s investment through ongoing maintenance.
- Overall, I think this program was a great idea and I hope it continues.

Exhibit 2



COMMUNITY BEAUTIFICATION PROGRAM (“CBP”):

The City of Marysville will be offering mini-grants to neighborhoods and community groups to improve their neighborhood. The program seeks to partner with homeowners and residents to beautify and provide improvements in the neighborhood environment and to promote community interactions by improving gathering places. Marysville’s CBP program is accepting applications for project proposals for 2015/16. This is a competitive grant offering. Applications will be reviewed by a grant review committee that will score the applications and make the award selection.

Example projects: Examples of some projects which might qualify include community landscaping projects or cleaning up trash in commons, or in areas that are visible to the public. Projects might involve installation of fencing or paths to improve or control access to common areas or parks. Improvements that promote community gathering spots through improved resting or active areas are also eligible. The grant is intended to provide community value through enhancing aesthetic appeal, any project designed with these goals at its core, and designed in a way that benefits the community at large rather than one homeowner in particular may qualify.

Award Amount: Up to \$5,000.00 of reimbursable funding may be awarded. To enhance accountability and ensure projects provide value to the community, projects which fail to deliver on their initial goals may be denied reimbursement.

Conditions:

Successful applicants must seek prior approval before changing any plans related to grant funds that will impact the delivery of the project’s stated goal, change the stated goal or change the cost of the project. Failure to do so will risk the loss of reimbursable funds. Applicants will be expected to coordinate with city staff to ensure the project improvements are performed consistent with application. In addition, any improvements that are proposed for installation on city property or street right of way will require approval and coordination with City personnel.

Application information

The deadline for application is 10/15/2015 at 5pm. Projects must be completed by 8/30/2016.

If applicants reside in a neighborhood with an active Homeowner’s Association (HOA), written concurrence from the HOA board is required to be submitted with the application. If applicants reside in a neighborhood without a Homeowner Association, the application must be signed by at least five households to display broad based neighborhood support for the project. It should also be demonstrated that the homeowners have made an effort to communicate the proposed improvement plans to the neighborhood.

Incomplete applications will not be considered. To maximize the competitiveness of their application, applicants are encouraged to follow these guidelines

- Competitive applications will display broad based community support, whether through large numbers of signatures, support from volunteers in their planned activities, or through diverse sources of funding.
- Competitive applications will provide pictures of the project area before improvements and will provide as much detail as possible in the project planning section. Do not feel limited to just the blank space provided on the page.
- Competitive applications will identify not only how projects will improve visual appeal in the community, but also how improvements in visual appeal will benefit nearby residents. Some examples might include getting to know neighbors better while working on the project, or providing a clean and safe space for outdoor activities.

- Competitive applications will provide realistic figures for costs and funding, providing professional quotes for expenses where necessary, and make realistic assumptions concerning the level of volunteer participation in the project.

CONTACT INFORMATION: Address questions about applications and completed applications to
1049 State Ave. Marysville, WA 98270
360-363-8000 Fax: (360) 651-5033
ghirashima@marysvillewa.gov

CBP Application form

Neighborhood (HOA or street location)

Applicant 1

Name	
Street Address	
Phone	
E-Mail Address	

Applicant 2

Name	
Street Address	
Phone	
E-Mail Address	

Other Applicants (please include at least 5 signatures for neighborhoods without HOA)

Funds Requested for project \$ _____

Project area and plan for improvement: Demonstrate need for the project, identify objectives and expected results, and describe the activities to be funded and who will perform them. If physical improvements are made, identify who will maintain them.

Identify the benefits that your community will derive from this project

Project Budget

Line Item	Purpose of item	Amount

Total Cost \$ _____

Project Funding

Community Funding (from groups, HOA, ect)	\$
Volunteer Funding (from individuals)	\$
Other Resources (other financial support, budget relevant in kind contributions)	\$
Funds requested from Marysville CBP	\$

Total funding \$ _____

Signature of applicant 1: _____ Date _____

Signature of applicant 2: _____ Date _____

Index #1

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 26, 2016

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 **September 7, 2016** claims in the amount of **\$1,001,074.66** paid by **EFT transactions** and **Check No. 110935 through 111057 with no Check No.'s** voided.

COUNCIL ACTION:

**CLAIMS
FOR
PERIOD-9**

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 **\$1,001,074.66 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 110935 THROUGH 111057 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 **26th DAY OF SEPTEMBER 2016.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/1/2016 TO 9/7/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
110935	4IMPRINT INC	PENS	GENERAL FUND	-29.01
	4IMPRINT INC		CITY CLERK	347.81
110936	AC RADIO SUPPLY INC	AIPHONE FOR CELLS	GENERAL FUND	-15.61
	AC RADIO SUPPLY INC		PUBLIC SAFETY BLDG.	187.19
110937	ALPINE PRODUCTS INC	YELLOW REFLECTIVE MARKERS	TRAFFIC CONTROL DEVICES	955.37
	ALPINE PRODUCTS INC	SHARKS TEETH FOR TRAFFIC CIRCL	TRANSPORTATION MANAGEM	1,798.93
	ALPINE PRODUCTS INC	WHITE & AMBER REFLECTIVE MARKE	TRAFFIC CONTROL DEVICES	3,386.46
110938	AMERICAN SOCCER COMP	FIELD MARKING PAINT	GENERAL FUND	-136.27
	AMERICAN SOCCER COMP		RECREATION SERVICES	1,633.77
110939	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	35.38
	ARAMARK UNIFORM		OPERA HOUSE	198.56
110940	BEARD, BRAD & LINDSA	UB 452091000000 13827 51ST AVE	WATER/SEWER OPERATION	226.94
110941	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	1,396.97
110942	BLACKWELL, NEENA	RENTAL DEPOSIT REFUND	GENERAL FUND	300.00
110943	BOUFFIOU, VALERIE	PRO-TEM SERVICES	MUNICIPAL COURTS	185.00
110944	BRADLEY, ADRIAN	INTERPRETER SERVICES	COURTS	150.00
110945	CARDWELL, IRATXE		COURTS	100.00
110946	CARLOS VALVERDE & HE	UB 233000000000 5025 110TH PL	WATER/SEWER OPERATION	275.64
110947	CARRS ACE	CABLE AND LOCKS	TRANSPORTATION MANAGEM	42.51
	CARRS ACE	TAPE, KNIFE, KEY RING AND KEYS	ENGR-GENL	45.42
110948	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,078.43
110949	CNR INC	PHONES	EXECUTIVE ADMIN	187.63
	CNR INC		COMPUTER SERVICES	750.51
110950	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	51.95
110951	COPELAND, JODY	UB 042110000000 9629 66TH DR N	WATER/SEWER OPERATION	25.21
110952	CORRECTIONS, DEPT OF	WORK CREW-JULY 2016	PARK & RECREATION FAC	154.29
	CORRECTIONS, DEPT OF		WATER RESERVOIRS	182.84
	CORRECTIONS, DEPT OF		ROADSIDE VEGETATION	323.64
110953	COUNSELLOR, VERNON D	UB 751147100004 7504 55TH PL N	WATER/SEWER OPERATION	26.63
110954	COUNTRYMAN, RUSSELL	UB 042070000000 9603 66TH DR N	WATER/SEWER OPERATION	36.80
110955	CRIGER, DON	UB 600190000000 14204 21ST AVE	WATER/SEWER OPERATION	57.85
110956	CUES	SR-3 CAMERA	SEWER MAIN COLLECTION	998.28
	CUES	STEEL CABLE INSTALL	SEWER MAIN COLLECTION	3,472.61
110957	DAILY JOURNAL OF COM	BID PUBLISHING	SURFACE WATER CAPITAL PF	503.10
110958	DICKS TOWING	TOWING EXPENSE-MP16-41283	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-41559	POLICE PATROL	43.64
110959	DILGARD, DAVID AND M	UB 030160260000 8718 57TH DR N	WATER/SEWER OPERATION	120.87
110960	DISCOUNTCELL INC	PHONE HOLSTERS	INFORMATION SERVICES	-8.20
	DISCOUNTCELL INC		COMPUTER SERVICES	98.26
110961	DOPPS, MARIA C.	INTERPRETER SERVICES	COURTS	104.32
110962	E&E LUMBER	LUMBER CREDIT	PARK & RECREATION FAC	-30.95
	E&E LUMBER	FUSES	ADMIN FACILITIES	2.61
	E&E LUMBER	PHOTO CELL	PARK & RECREATION FAC	12.56
	E&E LUMBER	BIT AND WD-40	PARK & RECREATION FAC	13.78
	E&E LUMBER	LIGHTS	PARK & RECREATION FAC	15.88
	E&E LUMBER	LINER AND MASKING SUPPLIES	PARK & RECREATION FAC	26.24
	E&E LUMBER	LUMBER AND CAULKING GUN	PARK & RECREATION FAC	69.51
	E&E LUMBER	HASPS	PARK & RECREATION FAC	74.92
	E&E LUMBER	TOOLS	PARK & RECREATION FAC	98.17
	E&E LUMBER	BIT SET AND LUMBER	PARK & RECREATION FAC	138.45
	E&E LUMBER	LUMBER	PARK & RECREATION FAC	978.52
110963	EAGLE FENCE	INSTALL CHAIN LINK FENCE	PARK & RECREATION FAC	1,675.78
110964	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	133.83
110965	ENERSPECT MEDICAL	HEARTSMART PADS	EXECUTIVE ADMIN	413.49
110966	EVERETT OFFICE	TABLE AND CHAIRS	WATER FILTRATION PLANT	1,254.65

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110967	EVERETT TIRE & AUTO	TIRES	ER&R	1,026.86
110968	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	216.00
	EVERETT, CITY OF	ANIMAL SHELTER FEES-JULY 2016	ANIMAL CONTROL	5,735.00
110969	FASTENAL COMPANY	HARDWARE AND THREADLOCKER	TRANSPORTATION MANAGEM	51.33
110970	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	24.36
110971	FLORES, RUDY SR	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
110972	FRAMERATE	TECH ASSURANCE PROGRAM	GENERAL FUND	-10.92
	FRAMERATE		EXECUTIVE ADMIN	130.92
110973	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	44.09
	FRONTIER COMMUNICATI		ADMIN FACILITIES	44.09
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	44.09
	FRONTIER COMMUNICATI		UTILITY BILLING	44.09
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	44.09
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	44.09
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	53.45
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	53.62
	FRONTIER COMMUNICATI	PHONE CHARGES	COMMUNITY DEVELOPMENT-	88.17
	FRONTIER COMMUNICATI		POLICE PATROL	88.17
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	88.17
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	88.17
	FRONTIER COMMUNICATI		COMMUNITY CENTER	88.17
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	88.17
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	176.35
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	220.41
	FRONTIER COMMUNICATI		UTIL ADMIN	301.94
110974	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	YOUTH SERVICES	0.01
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	0.13
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.15
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.30
	FRONTIER COMMUNICATI		CITY CLERK	0.46
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.84
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATION	1.12
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	2.29
	FRONTIER COMMUNICATI		COMMUNITY CENTER	2.29
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	2.82
	FRONTIER COMMUNICATI		STORM DRAINAGE	3.18
	FRONTIER COMMUNICATI		FINANCE-GENL	3.35
	FRONTIER COMMUNICATI		LEGAL-GENL	4.19
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	4.83
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	5.69
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	7.06
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	7.26
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	7.27
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	7.43
	FRONTIER COMMUNICATI		ENGR-GENL	8.40
	FRONTIER COMMUNICATI		UTILITY BILLING	9.70
	FRONTIER COMMUNICATI		UTIL ADMIN	11.05
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	11.76
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	13.04
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	13.98
	FRONTIER COMMUNICATI		POLICE PATROL	14.84
	FRONTIER COMMUNICATI		COMPUTER SERVICES	20.59
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	37.77
110975	GALLS, LLC	UNIFORM CREDIT	DETENTION & CORRECTION	-183.82
	GALLS, LLC		DETENTION & CORRECTION	-45.09

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110975	GALLS, LLC	CHEVRONS	POLICE PATROL	96.55
	GALLS, LLC	NIK KITS	POLICE PATROL	201.01
	GALLS, LLC	UNIFORM-KIELAND	POLICE INVESTIGATION	286.04
110976	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	68.97
110977	GOVCONNECTION INC	INMATE SIGNATURE PAD	DETENTION & CORRECTION	463.46
110978	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	30.19
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.19
	GREATAMERICA FINANCI		FINANCE-GENL	30.19
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIO	30.19
	GREATAMERICA FINANCI		UTILITY BILLING	30.19
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.19
	GREATAMERICA FINANCI		POLICE INVESTIGATION	36.22
	GREATAMERICA FINANCI		POLICE PATROL	36.22
	GREATAMERICA FINANCI		OFFICE OPERATIONS	36.22
	GREATAMERICA FINANCI		DETENTION & CORRECTION	36.22
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	36.22
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.54
	GREATAMERICA FINANCI		ENGR-GENL	38.54
	GREATAMERICA FINANCI		UTIL ADMIN	38.55
110979	GREENER CARPET CLEAN	CARPET CLEANING	OPERA HOUSE	279.96
110980	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
110981	GRITTON, DENISE	REIMBURSE TRAINING EXPENSE	FINANCE-GENL	125.00
110982	GUNDERSON, JOHN A	UB 830317500001 7108 71ST AVE	WATER/SEWER OPERATION	217.72
110983	HAGGEN INC.	LUNCH MEETING EXPENSE	EXECUTIVE ADMIN	67.13
110984	HARGITT, JENNIFER &	UB 038222820000 8228 82ND AVE	WATER/SEWER OPERATION	57.44
110985	HD FOWLER COMPANY	ADAPTERS	WATER/SEWER OPERATION	88.90
	HD FOWLER COMPANY	VALVES	WATER/SEWER OPERATION	193.11
	HD FOWLER COMPANY	HARDWARE	WATER/SEWER OPERATION	398.27
	HD FOWLER COMPANY	VALVES	WATER/SEWER OPERATION	507.03
	HD FOWLER COMPANY	ELLS	WATER/SEWER OPERATION	510.59
	HD FOWLER COMPANY	METER SETTERS, COUPLINGS AND E	WATER/SEWER OPERATION	512.58
	HD FOWLER COMPANY	CORPSTOPS	WATER/SEWER OPERATION	517.27
	HD FOWLER COMPANY	VALVES	WATER/SEWER OPERATION	522.14
110986	HD SUPPLY WATERWORKS	METER BOXES AND LIDS	WATER SERVICES	113.93
	HD SUPPLY WATERWORKS	METER BOX LIDS	WATER SERVICES	2,513.72
110987	HERC RENTALS INC	DOZER RENTAL	GMA-PARKS	3,505.32
	HERC RENTALS INC		STORM DRAINAGE	3,581.76
110988	HERNANDEZ, ARACELI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
110989	HOLSINGER, MARTA	UB 420761130004 4018 168TH ST	WATER/SEWER OPERATION	25.00
110990	HOWALD, WILLIAM & CA	UB 201090000000 13309 47TH DR	WATER/SEWER OPERATION	110.98
110991	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	162.50
110992	KAESTNER, BRYAN & PE	UB 651050200000 10502 63RD DR	WATER/SEWER OPERATION	163.47
110993	KENERSON, JOSHUA	UB 848419000000 8419 68TH PL N	WATER/SEWER OPERATION	23.16
110994	KING, CRAIG & TAMI	UB 820960010000 6226 70TH ST N	WATER/SEWER OPERATION	176.58
110995	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
	KUPRIYANOVA, SVETLAN		COURTS	150.00
110996	LAKE INDUSTRIES	ASPHALT HAULED	ROADWAY MAINTENANCE	480.00
110997	LOWES HIW INC	SAWHORSES AND PAINTER PAPER	FACILITY MAINTENANCE	94.25
	LOWES HIW INC	LIGHT, HOLDER, PLATES AND BATT	PARK & RECREATION FAC	107.47
110998	MARSHALL, RICHARD	UB 110430000002 4430 94TH PL N	WATER/SEWER OPERATION	23.58
110999	MARTIN, ROSS	UB 765721000000 5721 76TH AVE	WATER/SEWER OPERATION	140.52
111000	MARYSVILLE AWARDS	NAMEPLATE	CITY COUNCIL	20.18
	MARYSVILLE AWARDS	SOFTBALL AWARDS	RECREATION SERVICES	65.44

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111001	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	200,667.67
	MARYSVILLE FIRE DIST		FIRE-GENL	610,535.83
111002	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE INVESTIGATION	84.99
	MARYSVILLE PRINTING	OT SLIPS	POLICE PATROL	184.26
	MARYSVILLE PRINTING	ENVELOPES	MUNICIPAL COURTS	531.86
111003	MATZKE, ALFRED	UB 370930000000 14909 18TH DR	WATER/SEWER OPERATION	84.59
111004	MEAD, KIMBERLEE & LI	UB 761302551701 7716 81ST PL N	WATER/SEWER OPERATION	13.93
111005	MED-TECH RESOURCE	HAND SANITIZER	GENERAL FUND	-0.92
	MED-TECH RESOURCE		POLICE PATROL	68.09
111006	MILES SAND & GRAVEL	CONCRETE	PARK & RECREATION FAC	576.60
111007	MINOTAUR TRACTOR	FILL STATION REFUND	WATER-UTILITIES/ENVIRONM	-35.00
	MINOTAUR TRACTOR		WATER/SEWER OPERATION	100.00
111008	MODULAR SPACE	TRAILER PAYMENT	WASTE WATER TREATMENT F	97.99
	MODULAR SPACE		WATER QUAL TREATMENT	97.99
	MODULAR SPACE		STORM DRAINAGE	98.00
111009	MORENO, DARIO & BETH	UB 980098000657 4212 83RD AVE	WATER/SEWER OPERATION	407.78
111010	MURRAY, TODD	UB 570681000003 2724 178TH PL	WATER/SEWER OPERATION	191.61
111011	NATIONAL BARRICADE	12X12 SIGNS	TRANSPORTATION MANAGEM	241.76
	NATIONAL BARRICADE	SIGNS	STORM DRAINAGE	269.20
111012	OFFICE DEPOT	OFFICE SUPPLIES	COMPUTER SERVICES	133.43
	OFFICE DEPOT		POLICE PATROL	244.96
	OFFICE DEPOT	LAMINATOR	OFFICE OPERATIONS	413.48
111013	OLDCASTLE PRECAST	VAULT, LID AND BASE	WATER DIST MAINS	1,943.08
111014	PAC-VAN INC.	STORAGE CONTAINER	RECREATION SERVICES	2,945.70
111015	PACIFIC TOPSOILS	CEDAR CHIPS	PARK & RECREATION FAC	4,949.05
	PACIFIC TOPSOILS		PARK & RECREATION FAC	6,251.43
111016	PARTS STORE, THE	FILTERS AND BULBS	ER&R	54.46
111017	PIGSKIN UNIFORMS	SRO JUMPSUIT-SPARR	YOUTH SERVICES	501.81
111018	PILCHUCK RENTALS	SPRAYER RENTAL	PARK & RECREATION FAC	120.01
111019	POOLE, DAVID	UB 820960055001 6322 70TH ST N	WATER/SEWER OPERATION	23.49
111020	POSTAL SERVICE	POSTAGE	MUNICIPAL COURTS	5.39
	POSTAL SERVICE		COMPUTER SERVICES	8.07
	POSTAL SERVICE		COMMUNITY DEVELOPMENT-	42.03
	POSTAL SERVICE		PERSONNEL ADMINISTRATIO	94.59
	POSTAL SERVICE		UTIL ADMIN	103.13
	POSTAL SERVICE		EXECUTIVE ADMIN	140.22
	POSTAL SERVICE		LEGAL-GENL	313.88
	POSTAL SERVICE		PARK & RECREATION FAC	499.44
	POSTAL SERVICE		UTILITY BILLING	1,296.25
	POSTAL SERVICE		FINANCE-GENL	1,497.00
111021	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	GOLF ADMINISTRATION	8,088.00
111022	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	7.16
	PUD	ACCT #2026-7070-9	STREET LIGHTING	7.64
	PUD	ACCT #2052-8364-1	STREET LIGHTING	8.56
	PUD	ACCT #2050-2647-6	STREET LIGHTING	10.42
	PUD	ACCT #2022-2076-0	GOLF ADMINISTRATION	12.00
	PUD	ACCT #2021-7786-1	PUMPING PLANT	15.15
	PUD	ACCT #2045-8436-1	STREET LIGHTING	16.25
	PUD	ACCT #2050-2647-6	STREET LIGHTING	16.29
	PUD	ACCT #2027-9116-6	PUMPING PLANT	16.87
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	17.25
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	17.25
	PUD	ACCT #2045-8436-1	STREET LIGHTING	21.55
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	40.76
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	40.90

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111022	PUD	ACCT #2008-0070-4	STREET LIGHTING	47.21
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	52.93
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	56.81
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	60.03
	PUD	ACCT #2025-7611-2	STREET LIGHTING	115.94
	PUD	ACCT #2023-6819-7	PUMPING PLANT	176.48
	PUD	ACCT #2033-4458-5	STREET LIGHTING	193.83
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	232.22
	PUD	ACCT #2000-8415-0	TRANSPORTATION MANAGEM	235.37
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	351.05
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	838.40
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,497.44
	PUD	ACCT #2010-9896-9	PUMPING PLANT	2,024.25
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,246.15
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,349.25
	PUD	ACCT #2028-8209-8	STREET LIGHTING	9,035.60
	PUD		STREET LIGHTING	14,132.61
111023	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	14.62
111024	RAIN FOR RENT	WEIR BOX, CAMLOCK, HOSE AND EL	STORM DRAINAGE	1,401.94
111025	RANDHAWA, MOHINDER	INTERPRETER SERVICES	COURTS	150.00
111026	RESPALIE, PATRICIA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
111027	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	15,398.80
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	28,322.55
111028	RICOH USA, INC.	PRINTER/COPIER CHARGES	CITY CLERK	13.90
	RICOH USA, INC.		FINANCE-GENL	13.91
	RICOH USA, INC.		COMMUNITY CENTER	27.81
	RICOH USA, INC.		MUNICIPAL COURTS	39.62
	RICOH USA, INC.		PROPERTY TASK FORCE	75.04
	RICOH USA, INC.		OFFICE OPERATIONS	81.19
	RICOH USA, INC.		GENERAL SERVICES - OVERF	87.93
	RICOH USA, INC.		ENGR-GENL	144.14
	RICOH USA, INC.		POLICE INVESTIGATION	144.58
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	152.34
	RICOH USA, INC.		WASTE WATER TREATMENT F	196.18
	RICOH USA, INC.		PROBATION	212.75
	RICOH USA, INC.		POLICE PATROL	261.15
	RICOH USA, INC.		PARK & RECREATION FAC	309.44
	RICOH USA, INC.		UTIL ADMIN	378.27
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	584.80
111029	RUBATINO	STORAGE BIN	COMMUNITY CENTER	410.00
111030	RUSDEN, JOHN	PRO-TEM SERVICES	MUNICIPAL COURTS	555.00
111031	SAFeway INC.	SPECIAL EVENT/MEETING SUPPLIES	EXECUTIVE ADMIN	90.31
111032	SHERWIN WILLIAMS	PAINT	MAINT OF GENL PLANT	284.90
	SHERWIN WILLIAMS		UTIL ADMIN	284.91
111033	SHIELDS, GARY W & RO	UB 160340000000 4322 129TH PL	WATER/SEWER OPERATION	239.70
111034	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	1.52
	SHRED-IT US		FINANCE-GENL	1.52
	SHRED-IT US		UTILITY BILLING	1.52
	SHRED-IT US		PROBATION	16.79
	SHRED-IT US		MUNICIPAL COURTS	50.38
111035	SNO CO FINANCE	COMPLETE VEHICLE BUILD UP & RE	EQUIPMENT RENTAL	3,357.38
	SNO CO FINANCE		EQUIPMENT RENTAL	3,428.40
	SNO CO FINANCE		EQUIPMENT RENTAL	5,493.37
111036	SOUND PUBLISHING	ADVERTISING	COMMUNITY CENTER	39.14
111037	SOUND SAFETY	JEANS-MECHLING	GENERAL SERVICES - OVERF	32.21

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111038	SOUTHERN COMPUTER	CHANNEL 21 UPGRADE	IS REPLACEMENT ACCOUNTS	25.88
	SOUTHERN COMPUTER		IS REPLACEMENT ACCOUNTS	168.92
	SOUTHERN COMPUTER	MDC MOUNTS	POLICE INVESTIGATION	1,956.98
111039	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	0.55
	STAPLES		ENGR-GENL	8.87
	STAPLES		ENGR-GENL	9.80
	STAPLES		RECREATION SERVICES	37.96
	STAPLES		UTIL ADMIN	42.19
	STAPLES		MUNICIPAL COURTS	69.92
	STAPLES		RECREATION SERVICES	73.09
	STAPLES		UTIL ADMIN	73.41
	STAPLES		MUNICIPAL COURTS	76.80
	STAPLES		MUNICIPAL COURTS	324.11
111040	SUNGARD PUBLIC SECTO	SALES TAX ON INV #123122	PUMPING PLANT	218.40
	SUNGARD PUBLIC SECTO		STORM DRAINAGE	218.40
	SUNGARD PUBLIC SECTO		UTIL ADMIN	327.60
	SUNGARD PUBLIC SECTO		WATER DIST MAINS	327.60
111041	TO, TONY	UB 720390000000 6810 22ND DR N	WATER/SEWER OPERATION	259.89
111042	TOWNER, CHRISTOPHER	UB 420750167001 16509 41ST DR	WATER/SEWER OPERATION	18.64
111043	TULALIP CHAMBER	BBH (2)	EXECUTIVE ADMIN	23.00
	TULALIP CHAMBER		CITY COUNCIL	23.00
111044	TULLY, FERN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
111045	VALLIANT, JOEL A	UB 460277100000 5712 141ST PL	WATER/SEWER OPERATION	28.95
111046	VICTIM SUPPORT SERVI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
111047	VINYL SIGNS & BANNER	DECALS	PARK & RECREATION FAC	109.32
111048	WAPRO	2016 WAPRO FALL CONFERENCE	CITY CLERK	200.00
111049	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
111050	WEINSTOCK, JUSTINE	RENTAL DEPOSIT REFUND	PARKS-RECREATION	55.00
111051	WELK, JEFF	UB 757802000000 7802 85TH ST N	WATER/SEWER OPERATION	146.24
111052	WHITE, LENORE L	UB 989430800001 6101 44TH PL N	WATER/SEWER OPERATION	204.09
111053	WILLIAMS, MOSES	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
111054	WOOD, CARRIE & ANDRE	UB 281500210001 5721 129TH ST	WATER/SEWER OPERATION	78.17
111055	WOOD, JEREMY	REIMBURSE TRAINING EXPENSE	POLICE PATROL	135.61
111056	YOUNG, DIANE	UB 251123031001 11409 54TH DR	WATER/SEWER OPERATION	20.54
111057	ZIONS BANK	CUSTODIAN/SAFEKEEPING AUG-NOV	FINANCE-GENL	755.00

WARRANT TOTAL:

1,001,074.66

REASON FOR VOIDS:

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

Index #2

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 26, 2016

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 **September 14, 2016** claims in the amount of **\$289,100.38** paid by **EFT transactions** and **Check No. 111058 through 111143 with Check No.'s 98971, 107027 & 107269** voided.

COUNCIL ACTION:

CLAIMS
FOR
PERIOD-9

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 **\$289,100.38 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 111058 THROUGH 111143 WITH CHECK NO.'S 98971, 107027 & 107269 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 **26th DAY OF SEPTEMBER 2016.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 9/8/2016 TO 9/14/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
111082	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
111083	ENVIRONMENTAL PRODUC	VACTOR TRUCK HOSE	SEWER MAIN COLLECTION	894.59
111084	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT F	2,271.40
111085	FEENEY WIRELESS	SUNNYSIDE TREATMENT FACILITY P	WATER CAPITAL PROJECTS	40.37
	FEENEY WIRELESS		WATER CAPITAL PROJECTS	812.92
111086	FEI	METERS	WATER SERVICES	1,055.81
	FEI		WATER SERVICE INSTALL	1,055.82
	FEI	METERS, GASKETS AND BOLT KITS	WATER SERVICE INSTALL	1,066.55
	FEI		WATER SERVICES	1,066.56
111087	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	42,000.00
111088	FILIPPOV, ROMAN & EL	UB 452130000001 13814 53RD AVE	WATER/SEWER OPERATION	207.47
111089	FISH AND WILDLIFE	PERMIT FEES-MARINA	STORM DRAINAGE	150.00
111090	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.91
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.91
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.91
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.91
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.91
	FRONTIER COMMUNICATI		CITY CLERK	15.83
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	15.83
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	15.83
	FRONTIER COMMUNICATI		YOUTH SERVICES	23.74
	FRONTIER COMMUNICATI		LEGAL-GENL	23.74
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	23.74
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	31.65
	FRONTIER COMMUNICATI		STORM DRAINAGE	31.65
	FRONTIER COMMUNICATI		FINANCE-GENL	39.57
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	39.57
	FRONTIER COMMUNICATI		RECREATION SERVICES	39.57
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	39.57
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	39.57
	FRONTIER COMMUNICATI		COMPUTER SERVICES	47.46
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	47.48
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	52.18
	FRONTIER COMMUNICATI	PHONE CHARGES	PARK & RECREATION FAC	55.39
	FRONTIER COMMUNICATI		UTILITY BILLING	63.31
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	71.22
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	71.22
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	71.22
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	79.13
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	79.99
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIOI	80.74
	FRONTIER COMMUNICATI	PHONE CHARGES	MUNICIPAL COURTS	94.96
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	94.96

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/8/2016 TO 9/14/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
111090	FRONTIER COMMUNICATI	PHONE CHARGES	ENGR-GENL	126.61
	FRONTIER COMMUNICATI		UTIL ADMIN	150.35
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	174.10
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	232.83
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	332.36
111091	GALLS, LLC	UNIFORM-BARTL	POLICE INVESTIGATION	116.41
	GALLS, LLC	UNIFORM-KIELAND	POLICE INVESTIGATION	117.82
111092	GENUINE AUTO GLASS	WINDOW REPLACEMENT	EQUIPMENT RENTAL	382.61
111093	GOVCONNECTION INC	WATCHGAURD RENEWALS	UTIL ADMIN	205.28
	GOVCONNECTION INC	LAPTOP MEMORY UPDATE	COMPUTER SERVICES	209.47
	GOVCONNECTION INC	SUNNYSIDE TREATMENT FACILITY P	WATER CAPITAL PROJECTS	401.14
	GOVCONNECTION INC	WATCHGAURD RENEWALS	UTIL ADMIN	663.96
111094	GREENSHIELDS	PAINT	POLICE INVESTIGATION	46.76
111095	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
111096	GROW WASHINGTON	2016 WSU SBDC SUPPORT	EXECUTIVE ADMIN	2,500.00
111097	HD FOWLER COMPANY	BUSHINGS	WATER/SEWER OPERATION	53.02
	HD FOWLER COMPANY	SADDLES AND HARDWARE	WATER DIST MAINS	137.18
	HD FOWLER COMPANY	FLANGES	WATER DIST MAINS	375.46
	HD FOWLER COMPANY	VALVE, SLEEVE AND HARDWARE	WATER DIST MAINS	518.82
	HD FOWLER COMPANY	REDUCER	WATER DIST MAINS	3,689.92
111098	IRON MOUNTAIN	ROCK	ROADWAY MAINTENANCE	212.04
111099	JOHNSON, SHERRY	UB 860370000000 8128 53RD DR N	WATER/SEWER OPERATION	10.90
111100	JOINER, FRED & ALETT	UB 570703800001 17610 29TH AVE	GARBAGE	214.45
111101	KERLEY, KORY	UB 094777148000 4777 148TH ST	WATER/SEWER OPERATION	223.42
111102	LANE, JILL ELAINE	WITNESS FEES	MUNICIPAL COURTS	21.01
111103	LASTING IMPRESSIONS	CITY CAPS	ER&R	467.38
111104	MARYSVILLE PAINT	SPRAYER	GENERAL FUND	-0.48
	MARYSVILLE PAINT	NOZZLE	GENERAL FUND	-0.10
	MARYSVILLE PAINT		PARK & RECREATION FAC	27.81
	MARYSVILLE PAINT	SPRAYER	PARK & RECREATION FAC	130.92
111105	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	42.49
	MARYSVILLE PRINTING	ANIMAL LICENSING FORMS	COMMUNITY DEVELOPMENT-	91.19
	MARYSVILLE PRINTING	OFFER FORMS	LEGAL - PROSECUTION	100.14
	MARYSVILLE PRINTING	BUSINESS CARDS	CITY COUNCIL	113.92
	MARYSVILLE PRINTING		EXECUTIVE ADMIN	341.77
111106	MARYSVILLE, CITY OF	UTILITY SERVICE-1614 1ST STREE	GMA - STREET	22.52
	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	23.42
	MARYSVILLE, CITY OF	UTILITY SERVICE-9623 55TH AVE	PARK & RECREATION FAC	28.41
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	29.42
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	70.53
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 1ST STREE	STORM DRAINAGE	105.05
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	116.17
	MARYSVILLE, CITY OF	UTILITY SERVICE-1632 1ST STREE	GMA - STREET	127.57
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	157.17
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	166.07
	MARYSVILLE, CITY OF	UTILITY SERVICE-1620 1ST STREE	GMA - STREET	167.29
	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST N	GOLF ADMINISTRATION	195.13
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	195.13
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	199.93
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-TUSC RIDGE IRR	PARK & RECREATION FAC	641.55
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	648.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	754.27
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-1016 6275 E AVE	COURT FACILITIES	1,232.97

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 9/8/2016 TO 9/14/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
111106	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	1,796.69
	MARYSVILLE, CITY OF	UTILITY SERVICE-1ST & STATE IR	PARK & RECREATION FAC	1,856.36
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	2,431.00
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,856.28
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	11,592.26
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	30,581.01
111107	MCDONALD, KEVIN D	HEARING EXAMINER SERVICES	COMMUNITY DEVELOPMENT-	1,093.20
111108	MENNIE, CONNIE	REIMBURSE MILEAGE/PRINTING	EXECUTIVE ADMIN	31.30
111109	MENO, RICKEY	JURY DUTY	COURTS	12.20
111110	MORRIS, CHARLES	UB 880680000000 5317 73RD ST N	WATER/SEWER OPERATION	24.25
111111	NELSON PETROLEUM	BULK HYDRAULIC FLUID AND OIL	ER&R	1,239.98
111112	NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WASTE WATER TREATMENT F	3,615.90
	NORTHSTAR CHEMICAL		WASTE WATER TREATMENT F	3,824.50
111113	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	10.90
	OFFICE DEPOT		POLICE INVESTIGATION	13.10
	OFFICE DEPOT		POLICE INVESTIGATION	18.77
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	31.96
	OFFICE DEPOT		POLICE INVESTIGATION	46.06
	OFFICE DEPOT		POLICE INVESTIGATION	61.07
	OFFICE DEPOT		POLICE INVESTIGATION	61.42
	OFFICE DEPOT		OFFICE OPERATIONS	75.44
	OFFICE DEPOT		POLICE INVESTIGATION	82.99
	OFFICE DEPOT		POLICE PATROL	104.61
	OFFICE DEPOT		POLICE INVESTIGATION	140.13
	OFFICE DEPOT		POLICE PATROL	170.35
	OFFICE DEPOT		LEGAL-GENL	218.25
	OFFICE DEPOT		POLICE INVESTIGATION	232.51
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	386.15
111114	PAC RIM CODE SERVICE	BUILDING DEPT PLAN REVIEW	COMMUNITY DEVELOPMENT-	2,176.50
111115	PAPE MACHINERY	OUTRIGGER PADS AND FILTERS	ER&R	428.31
111116	PARTS STORE, THE	TRANS X FLUID	EQUIPMENT RENTAL	8.72
	PARTS STORE, THE	SANITATION CLEANING SUPPLIES	SOLID WASTE OPERATIONS	36.74
111117	PETERSON, CHELSIE	UB 950823000000 3824 80TH ST N	WATER/SEWER OPERATION	272.56
111118	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	72.21
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	81.79
	PETROCARD SYSTEMS		ENGR-GENL	121.83
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	384.54
	PETROCARD SYSTEMS		PARK & RECREATION FAC	513.78
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,106.42
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	2,776.52
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,171.20
	PETROCARD SYSTEMS		POLICE PATROL	4,632.61
111119	PILCHUCK RENTALS	DRUM ROLLER RENTAL	GMA-PARKS	3,502.11
111120	PLANALP, DANIEL	UB 761282408001 5916 77TH AVE	GARBAGE	19.99
111121	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	7.83
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	14.31
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	15.03
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	15.03
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	15.03
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	15.58
	PUD	ACCT #2200-2050-7	STREET LIGHTING	21.89
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	22.66
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	24.79
	PUD	ACCT #2048-2969-1	STREET LIGHTING	31.21
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	38.28

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
111121	PUD	ACCT #2035-0002-0	STREET LIGHTING	44.06
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	45.25
	PUD	ACCT #2006-6043-9	STREET LIGHTING	50.67
	PUD	ACCT #2039-9634-3	STREET LIGHTING	57.70
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	104.54
	PUD	ACCT #2200-2051-1	STREET LIGHTING	176.68
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	186.76
	PUD	ACCT #2008-1280-8	PUMPING PLANT	223.72
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,139.37
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	1,235.24
111122	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG.	10.83
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	34.99
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	38.71
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	39.64
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	39.70
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	40.65
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	50.79
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	81.19
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	215.07
111123	PUGET SOUND REGIONAL	PSRC MEMBERSHIP DUES	NON-DEPARTMENTAL	18,826.00
111124	RICOH USA, INC.	PRINTER/COPIER CHARGES	OFFICE OPERATIONS	17.01
	RICOH USA, INC.		COMMUNITY CENTER	18.27
	RICOH USA, INC.		GENERAL SERVICES - OVERH	19.22
	RICOH USA, INC.		CITY CLERK	24.00
	RICOH USA, INC.		FINANCE-GENL	24.01
	RICOH USA, INC.		PROPERTY TASK FORCE	40.13
	RICOH USA, INC.		WASTE WATER TREATMENT F	83.91
	RICOH USA, INC.		PARK & RECREATION FAC	96.57
	RICOH USA, INC.		PROBATION	103.83
	RICOH USA, INC.		PERSONNEL ADMINISTRATIOI	133.58
	RICOH USA, INC.		POLICE PATROL	140.33
	RICOH USA, INC.		ENGR-GENL	177.53
	RICOH USA, INC.		UTIL ADMIN	275.66
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	315.68
111125	ROY ROBINSON	SENSOR	EQUIPMENT RENTAL	69.02
111126	SHERWIN WILLIAMS	PAINT	MAINT OF GENL PLANT	135.76
111127	SHRED-IT US	MONTHLY SHREDDING SERVICE	PERSONNEL ADMINISTRATIOI	4.56
111128	SNO CO TREASURER	INMATE HOUSING-JULY 2016	DETENTION & CORRECTION	44,207.68
111129	SOFTWAREONE INC	SOFTWARE LICENSES	POLICE PATROL	61.91
	SOFTWAREONE INC		COMMUNITY DEVELOPMENT-	88.83
	SOFTWAREONE INC		COMPUTER SERVICES	88.83
	SOFTWAREONE INC		ENGR-GENL	88.83
	SOFTWAREONE INC		STORM DRAINAGE	88.83
	SOFTWAREONE INC		GENERAL SERVICES - OVERH	177.66
	SOFTWAREONE INC		POLICE ADMINISTRATION	355.32
	SOFTWAREONE INC		COMPUTER SERVICES	358.00
	SOFTWAREONE INC		UTIL ADMIN	441.43
	SOFTWAREONE INC		SEWER PRETREATMENT	441.43
	SOFTWAREONE INC		UTIL ADMIN	505.14
	SOFTWAREONE INC		SEWER PRETREATMENT	505.14
	SOFTWAREONE INC		EXECUTIVE ADMIN	505.14
	SOFTWAREONE INC		IS REPLACEMENT ACCOUNTS	882.87
	SOFTWAREONE INC		POLICE PATROL	893.66
	SOFTWAREONE INC		POLICE INVESTIGATION	1,790.00
111130	SOUND SAFETY	BOOTS-GESSNER, KE	UTIL ADMIN	116.84

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
111130	SOUND SAFETY	SHIRTS	ER&R	143.68
	SOUND SAFETY	RUBBER BOOTS-GESSNER, KE	UTIL ADMIN	192.74
	SOUND SAFETY	SHIRTS	ER&R	423.42
111131	SOUTHERN COMPUTER	IPHONE CLIP CREDIT	SEWER LIFT STATION	-37.57
	SOUTHERN COMPUTER	ADAPTER CREDIT	COMPUTER SERVICES	-20.98
	SOUTHERN COMPUTER	IPHONE CLIP CREDIT	COMPUTER SERVICES	-18.79
	SOUTHERN COMPUTER	IPHONE CLIPS	COMPUTER SERVICES	18.79
	SOUTHERN COMPUTER	ADAPTERS	COMPUTER SERVICES	20.98
	SOUTHERN COMPUTER		COMPUTER SERVICES	25.17
	SOUTHERN COMPUTER	IPHONE CLIPS	SEWER LIFT STATION	37.57
111132	STAPLES	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	2.60
	STAPLES		COMMUNITY DEVELOPMENT-	2.60
	STAPLES		COMMUNITY DEVELOPMENT-	83.19
111133	SYSTEMS INTERFACE	PLANT FILTER REJECT PROJECT BI	SEWER CAPITAL PROJECTS	12,901.02
111134	TUMAMAO JR, APOLINAR	UB 331493800000 14938 43RD DR	WATER/SEWER OPERATION	120.81
111135	UNITED PARCEL SERVIC	SHIPPING EXPENSE	STORM DRAINAGE	6.34
	UNITED PARCEL SERVIC		TRANSPORTATION MANAGEM	35.22
	UNITED PARCEL SERVIC		POLICE PATROL	146.89
111136	UNITED WAY	SPIRIT OF SNO CO BREAKFAST (10	EXECUTIVE ADMIN	500.00
111137	VERIZON	AMR LINES	METER READING	236.78
111138	WALTON, CHRISTOPHER	UB 761645300001 6513 75TH DR N	WATER/SEWER OPERATION	30.65
111139	WASTE MANAGEMENT	RECYCLE PILOT	RECYCLING OPERATION	3,289.09
111140	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,924.52
111141	WILSON, BRUCE	UB 780410000001 6319 56TH PL N	WATER/SEWER OPERATION	18.12
111142	WYRICK, NORMAN R & C	UB 220860000000 4802 126TH PL	WATER/SEWER OPERATION	131.59
111143	ZUMAR INDUSTRIES	FREIGHT CHARGES	TRANSPORTATION MANAGEM	45.21

WARRANT TOTAL: 289,151.71

REASON FOR VOIDS:

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

CHECK # 98971	CHECK LOST IN MAIL	(12.20)
CHECK # 107027	CHECK LOST IN MAIL	(21.01)
CHECK # 107269	CHECK LOST IN MAIL	(18.12)

289,100.38

Index #3

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

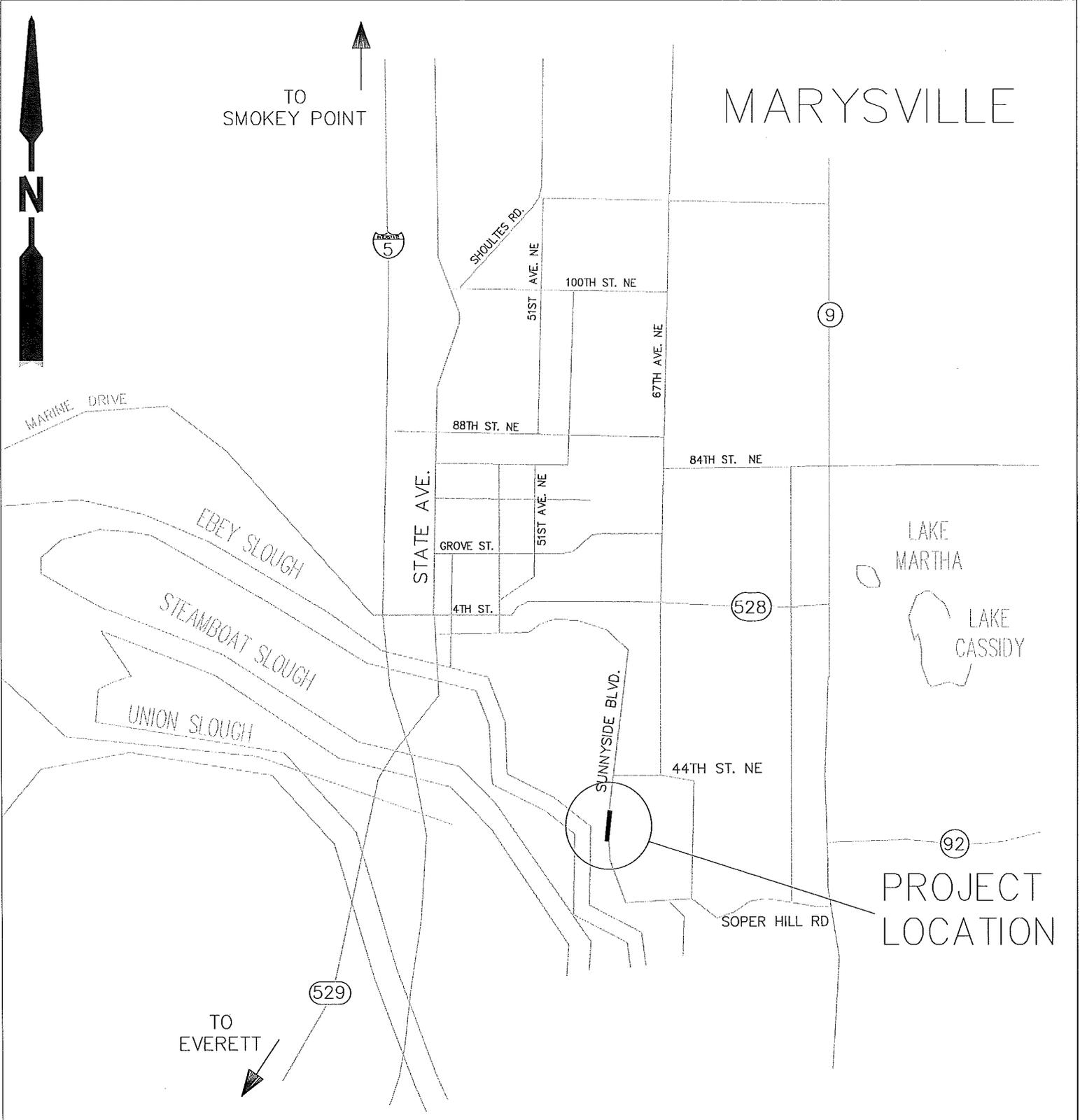
CITY COUNCIL MEETING DATE: 9/26/2016

AGENDA ITEM:	
Contract Award - Sunnyside Safe Routes to School	
PREPARED BY:	DIRECTOR APPROVAL:
Kyle Woods, Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Vicinity Map, Certified Bid Tab	
BUDGET CODE:	AMOUNT:
30500030.563000.M1601	\$ 199,492.85
SUMMARY:	
<p>The work of this contract involves the construction of pedestrian improvements on Sunnyside Boulevard from 38th P1 NE to 36th St NE near Sunnyside Elementary School. The work includes site preparation, storm drainage facilities, curb, gutter and sidewalk, grading, pavement cutting, paving, striping and property restoration.</p> <p>The project is funded in part by the WSDOT Safe Routes to School Program.</p> <p>The project was advertised for a September 20, 2016 bid opening. The City received 8 bids. The low bidder was Northend Excavating Inc. at \$179,492.85. The engineer's estimate is \$205,762.50. References have been checked and found to be satisfactory.</p>	
Contract Bid:	\$179,492.85
<u>Management Reserve:</u>	<u>\$20,000.00</u>
Construction Total:	\$199,492.85
Safe Routes to School Construction Funding:	\$190,000.00
Total Construction Cost to the City (TBD Funds):	\$9,492.85

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Sunnyside Safe Routes to School contract with Northend Excavating Inc., in the amount of \$179,492.85 including Washington State Sales Tax and approve a management reserve of \$20,000.00 for a total allocation of \$199,492.85

VICINITY MAP



9/20/2016

Sunnyside Elementary Safe Routes to School
30500030.563000, M1601
Certified Bid Tab



SPEC ITEM	DESCRIPTION	Engineer's Estimate			Northwest Excavating, Inc.			Trinity Contractors Inc.			Kamins Construction			SRV Construction, Inc.		
		QUANTITY	UNITS	PRICE	TOTAL PRICE	UNITS	PRICE	TOTAL PRICE	UNITS	PRICE	TOTAL PRICE	UNITS	PRICE	TOTAL PRICE	UNITS	PRICE
1-04.4	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1-05.5	2	LS	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00	\$4,125.00	\$8,250.00	\$2,987.00	\$5,974.00	\$4,125.00	\$8,250.00	\$4,125.00	\$8,250.00
1-06.1	3	LS	\$750.00	\$2,250.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$750.00	\$2,250.00	\$750.00	\$2,250.00	\$750.00	\$2,250.00	\$750.00	\$2,250.00
1-07.1	4	LS	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
1-09.7	5	LS	\$16,000.00	\$80,000.00	\$24,637.85	\$123,167.85	\$7,000.00	\$10,000.00	\$10,000.00	\$15,316.10	\$76,576.10	\$15,316.10	\$76,576.10	\$15,500.00	\$77,500.00	\$15,500.00
1-10.5	6	LS	\$20,000.00	\$120,000.00	\$3,200.00	\$19,500.00	\$5,000.00	\$24,500.00	\$5,000.00	\$20,000.00	\$14,095.50	\$14,095.50	\$14,095.50	\$14,095.50	\$14,095.50	\$14,095.50
2-01.5	7	LS	\$7,500.00	\$52,500.00	\$5,000.00	\$37,500.00	\$4,000.00	\$29,000.00	\$4,000.00	\$29,000.00	\$4,150.90	\$29,000.00	\$4,150.90	\$29,000.00	\$4,150.90	\$29,000.00
2-02.5	8	LS	\$10,000.00	\$70,000.00	\$5,000.00	\$35,000.00	\$5,000.00	\$35,000.00	\$8,000.00	\$56,000.00	\$10,100.20	\$70,000.00	\$10,100.20	\$70,000.00	\$10,100.20	\$70,000.00
2-03.5	9	LS	\$20,000.00	\$140,000.00	\$25,000.00	\$175,000.00	\$27,000.00	\$189,000.00	\$30,000.00	\$210,000.00	\$34.63	\$245.00	\$34.63	\$245.00	\$37.00	\$259.50
2-03.5	10	TON	\$22.50	\$225.00	\$23.00	\$230.00	\$25.00	\$250.00	\$30.00	\$300.00	\$0.01	\$0.01	\$0.01	\$0.01	\$1.25	\$12.50
2-03.5	11	TON	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00
2-09.5	12	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
2-09.5	13	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
4-04.5	13	TON	\$4,375.00	\$57,000.00	\$3,750.00	\$49,500.00	\$3,000.00	\$39,000.00	\$3,000.00	\$39,000.00	\$3,000.00	\$39,000.00	\$3,000.00	\$39,000.00	\$3,000.00	\$39,000.00
4-04.5	14	TON	\$35.00	\$455.00	\$30.00	\$390.00	\$30.00	\$390.00	\$30.00	\$390.00	\$30.00	\$390.00	\$30.00	\$390.00	\$30.00	\$390.00
5-04.5	15	TON	\$16,500.00	\$165,000.00	\$130.00	\$1,950.00	\$150.00	\$2,250.00	\$150.00	\$2,250.00	\$145.75	\$2,186.25	\$139.60	\$2,094.00	\$145.75	\$2,186.25
7-01.5	16	LF	\$35.00	\$35.00	\$30.00	\$30.00	\$20.00	\$20.00	\$900.00	\$900.00	\$64.43	\$64.43	\$64.43	\$64.43	\$64.43	\$64.43
7-04.5	17	LF	\$1,350.00	\$10,200.00	\$1,350.00	\$10,200.00	\$1,350.00	\$10,200.00	\$1,350.00	\$10,200.00	\$1,350.00	\$10,200.00	\$1,350.00	\$10,200.00	\$1,350.00	\$10,200.00
7-04.5	18	EA	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
7-05.5	19	EA	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
7-05.5	20	EA	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
7-15.5	21	EA	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
8-01.5	22	EA	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
8-01.5	23	EA	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
8-02.5	24	EA	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
8-02.5	25	EA	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00
8-02.5	26	EA	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
8-04.5	27	EA	\$32.50	\$325.00	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00
8-04.5	28	EA	\$1,250.00	\$12,500.00	\$800.00	\$8,000.00	\$700.00	\$7,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
8-06.5	29	EA	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	
8-06.5	30	EA	\$27.50	\$275.00	\$20.00	\$200.00	\$20.00	\$200.00	\$20.00	\$200.00	\$20.00	\$200.00	\$20.00	\$200.00	\$20.00	\$200.00
8-14.5	31	EA	\$1,300.00	\$13,000.00	\$1,000.00	\$10,000.00	\$800.00	\$8,000.00	\$700.00	\$7,000.00	\$23.10	\$231.00	\$23.10	\$231.00	\$23.10	\$231.00
8-14.5	32	EA	\$40.00	\$400.00	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00	\$22.55	\$225.50	\$22.55	\$225.50	\$22.55	\$225.50
8-14.5	33	EA	\$32.50	\$325.00	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00	\$67.10	\$671.00	\$67.10	\$671.00	\$67.10	\$671.00
8-14.5	34	EA	\$40.00	\$400.00	\$30.00	\$300.00	\$30.00	\$300.00	\$30.00	\$300.00	\$55.00	\$550.00	\$55.00	\$550.00	\$55.00	\$550.00
8-14.5	35	EA	\$2,250.00	\$22,500.00	\$8,125.00	\$81,250.00	\$38.00	\$380.00	\$38.00	\$380.00	\$11,250.00	\$112,500.00	\$11,250.00	\$112,500.00	\$11,250.00	\$112,500.00
8-14.5	36	EA	\$1,800.00	\$18,000.00	\$1,800.00	\$18,000.00	\$1,800.00	\$18,000.00	\$1,800.00	\$18,000.00	\$1,800.00	\$18,000.00	\$1,800.00	\$18,000.00	\$1,800.00	\$18,000.00
8-14.5	37	EA	\$45.00	\$450.00	\$45.00	\$450.00	\$45.00	\$450.00	\$45.00	\$450.00	\$45.00	\$450.00	\$45.00	\$450.00	\$45.00	\$450.00
8-21.5	38	EA	\$28,000.00	\$280,000.00	\$25,000.00	\$250,000.00	\$25,000.00	\$250,000.00	\$25,000.00	\$250,000.00	\$25,000.00	\$250,000.00	\$25,000.00	\$250,000.00	\$25,000.00	\$250,000.00
8-21.5	39	EA	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
8-22.5	40	EA	\$975.00	\$9,750.00	\$2.00	\$20.00	\$2.00	\$20.00	\$2.00	\$20.00	\$2.00	\$20.00	\$2.00	\$20.00	\$2.00	\$20.00
8-22.5	41	EA	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00
8-22.5	42	EA	\$25.00	\$250.00	\$25.00	\$250.00	\$25.00	\$250.00	\$25.00	\$250.00	\$25.00	\$250.00	\$25.00	\$250.00	\$25.00	\$250.00
8-22.5	43	EA	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00
8-22.5	44	EA	\$640.00	\$6,400.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00
8-22.5	45	EA	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00
8-22.5	46	EA	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00
8-22.5	47	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
8-22.5	48	EA	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00	\$50.00	\$500.00
8-22.5	49	EA	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00
8-22.5	50	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
8-22.5	51	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
8-22.5	52	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
8-22.5	53	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
8-22.5	54	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
8-22.5	55	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
8-22.5	56	EA	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00								

9/20/2016

Sunnyside Elementary Safe Routes to School
30500030.563000, M1601
Certified Bid Tab



SPEC ITEM	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Bianchi		Colacurcio Brothers		RRI Co.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1-04.4	1 Minor Change	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1-05.5	2 Roadway Surveying	1	LS	\$2,500.00	\$2,500.00	\$5,200.00	\$5,200.00	\$4,200.00	\$4,200.00	\$4,468.11	\$4,468.11
1-05.1	3 Record Drawings (Min. Bid \$750)	1	LS	\$750.00	\$750.00	\$975.00	\$975.00	\$770.00	\$770.00	\$914.15	\$914.15
1-07.1	4 SPCC Plan	1	LS	\$500.00	\$500.00	\$520.00	\$520.00	\$550.00	\$550.00	\$1,096.97	\$1,096.97
1-09.7	5 Mobilization	1	LS	\$16,000.00	\$16,000.00	\$25,000.00	\$25,000.00	\$16,000.00	\$16,000.00	\$2,970.98	\$2,970.98
1-10.5	6 Project Temporary Traffic Control	1	LS	\$20,000.00	\$20,000.00	\$4,550.00	\$4,550.00	\$15,000.00	\$15,000.00	\$31,322.35	\$31,322.35
2-01.5	7 Clearing and Grubbing	1	LS	\$7,500.00	\$7,500.00	\$9,900.00	\$9,900.00	\$5,500.00	\$5,500.00	\$2,687.80	\$2,687.80
2-02.5	8 Removal of Structures and Obstructions	1	LS	\$10,000.00	\$10,000.00	\$5,200.00	\$5,200.00	\$12,000.00	\$12,000.00	\$6,181.43	\$6,181.43
2-03.5	9 Roadway Excavation Incl. Haul	250	CY	\$20.00	\$5,000.00	\$24.05	\$6,012.50	\$27.75	\$6,937.50	\$45.65	\$11,412.50
2-03.5	10 Gravel Borrow Incl. Haul	125	TON	\$22.50	\$2,812.50	\$24.50	\$3,062.50	\$21.60	\$2,700.00	\$18.36	\$2,295.00
2-03.5	11 Unsuitable Foundation Excavation Incl. Haul	10	CY	\$50.00	\$500.00	\$58.50	\$585.00	\$60.00	\$600.00	\$95.10	\$951.00
2-09.5	12 Shoring	1	LS	\$500.00	\$500.00	\$910.00	\$910.00	\$300.00	\$300.00	\$1,530.35	\$1,530.35
4-04.5	13 Crushed Surfacing Base Course	125	TON	\$35.00	\$4,375.00	\$26.00	\$3,250.00	\$40.00	\$5,000.00	\$22.29	\$2,786.25
4-04.5	14 Crushed Surfacing Top Course	100	TON	\$35.00	\$3,500.00	\$29.90	\$3,500.00	\$40.00	\$4,000.00	\$22.63	\$2,263.00
5-04.5	15 HMA CL 17", PG 64-22	150	TON	\$110.00	\$16,500.00	\$176.15	\$26,422.50	\$130.00	\$19,500.00	\$193.84	\$29,076.00
7-01.5	16 Drain Pipe 4" Diam.	45	LF	\$35.00	\$1,575.00	\$45.50	\$2,047.50	\$42.00	\$1,890.00	\$32.57	\$1,465.65
7-04.5	17 Schedule A Storm Sewer Pipe 12" Diam.	110	LF	\$50.00	\$5,500.00	\$65.00	\$7,150.00	\$51.00	\$5,610.00	\$86.94	\$9,563.40
7-05.5	18 Catch Basin Type 1	5	EA	\$1,200.00	\$6,000.00	\$1,170.00	\$5,850.00	\$2,000.00	\$20,000.00	\$602.80	\$3,014.00
7-05.5	19 Frame and Solid Locking Cover	3	EA	\$450.00	\$1,350.00	\$485.00	\$1,455.00	\$800.00	\$2,400.00	\$552.87	\$1,658.61
7-13.5	20 Connection to Drainage Structure	4	EA	\$25.00	\$100.00	\$32.50	\$130.00	\$33.00	\$132.00	\$25.45	\$101.80
8-01.5	21 Replace Water Service Line	100	LF	\$25.00	\$2,500.00	\$32.50	\$3,250.00	\$33.00	\$3,300.00	\$25.45	\$2,545.00
8-01.5	22 Erosion/Water Pollution Control	1	LS	\$2,500.00	\$2,500.00	\$950.00	\$950.00	\$950.00	\$950.00	\$1,216.69	\$1,216.69
8-02.5	23 Topsoil Type A	115	CT	\$20.00	\$2,300.00	\$17.75	\$2,040.63	\$20.00	\$2,300.00	\$186.00	\$21,090.00
8-02.5	24 Bark Mulch	20	CY	\$50.00	\$1,000.00	\$68.50	\$1,370.00	\$60.00	\$1,200.00	\$115.75	\$2,315.00
8-04.5	25 Sod Installation	910	SF	\$12.00	\$10,920.00	\$8.90	\$8,091.00	\$18.00	\$16,380.00	\$15.75	\$14,362.50
8-04.5	26 Cobert Restoration	1	EA	\$5,000.00	\$5,000.00	\$3,900.00	\$3,900.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
8-04.5	27 Cement Conc. Traffic Curb and Gutter	560	LF	\$27.50	\$15,300.00	\$29.25	\$16,350.00	\$28.40	\$15,904.00	\$38.70	\$21,475.20
8-04.5	28 Cement Conc. Pedestrian Curb	50	LF	\$26.00	\$1,300.00	\$45.50	\$2,275.00	\$42.00	\$1,764.00	\$67.16	\$3,356.00
8-06.5	29 Cement Conc. Driveway Entrance	75	SY	\$40.00	\$3,000.00	\$61.10	\$4,582.50	\$60.80	\$4,560.00	\$67.16	\$5,037.00
8-14.5	30 Cement Conc. Sidewalk	250	SY	\$2,250.00	\$5,625.00	\$52.00	\$13,000.00	\$50.00	\$12,500.00	\$62.24	\$15,560.00
8-14.5	31 Cement Conc. Sidewalk Ramp Type Parallel A	1	EA	\$1,800.00	\$1,800.00	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	\$1,976.71	\$1,976.71
8-15.5	32 Cement Conc. Sidewalk Ramp Type Single Direction	1	EA	\$45.00	\$45.00	\$58.50	\$58.50	\$45.00	\$45.00	\$34.69	\$34.69
8-21.5	33 Permanent Staging	50	TON	\$28,000.00	\$1,400,000.00	\$62,816.00	\$3,140,800.00	\$49,000.00	\$49,000.00	\$62,695.22	\$3,133,500.00
8-22.5	34 Painted Line	50	LF	\$1.00	\$50.00	\$4.28	\$214.00	\$2.20	\$110.00	\$3.87	\$193.50
8-22.5	35 Painted Wide Line	6500.00	LF	\$1.50	\$9,750.00	\$2.04	\$13,260.00	\$3.00	\$19,500.00	\$1.87	\$12,150.00
8-22.5	36 Plastic Stop Line	16.00	LF	\$10.00	\$160.00	\$32.50	\$520.00	\$14.00	\$224.00	\$29.79	\$476.64
8-22.5	37 Plastic Crosswalk Line	128	SF	\$5.00	\$640.00	\$6.50	\$832.00	\$12.00	\$1,536.00	\$5.96	\$762.88
8-22.5	38 Remove Pavement Markings	1	LS	\$500.00	\$500.00	\$9.10	\$9.10	\$9.10	\$9.10	\$834.05	\$834.05
CONSTRUCTION Total=				\$205,762.50	\$244,605.85	\$244,605.85	\$244,605.85	\$244,605.85	\$244,605.85	\$244,605.85	\$244,605.85



Index #4

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 26, 2016

AGENDA ITEM:	
Local Agency State Funding Supplemental Agreement with WSDOT for Sunnyside Elementary Safe Routes to School	
PREPARED BY:	DIRECTOR APPROVAL: <i>DES For KN</i>
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Local Agency Prospectus Local Agency Supplemental Funding Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000, M1601	N/A
SUMMARY:	

The City was awarded \$205,000 in state funds under the WSDOT Safe Routes to School Program for the Sunnyside Elementary Safe Routes to School project to construction sidewalk improvements on the east side of Sunnyside Blvd from 38th Pl NE to 36th St NE.

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

At the June 27, 2016 Council meeting, Council authorized the Mayor to sign and execute the agreement and prospectus, thereby authorizing the City to recoup funds obligated for design. In order to obligate construction funding, the City must supplement the agreement as per the attached agreement and prospectus.

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute the Local Agency State Aid Project Prospectus and Local Agency Supplemental Funding Agreement with WSDOT thereby securing construction funding for the Sunnyside Elementary Safe Routes to School project.



**Supplement - Local Programs
State Funding Agreement**

Agency City of Marysville		Supplement Number 1
Project Number HLP-SR15(022)	Agreement Number LA8928	

This supplemental agreement is made and entered into
All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

Project Description No Change

Name Sunnyside Elementary Safe Routes to School

Location Sunnyside Blvd from 39th PI NE to 36th St NE

Description of Work No Change

Reason for Supplement

The agreement is being supplemented to obligate construction funds.

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated State Funds
PE a. Agency	15000		15000		15000
b. Other Agency non-part.	5310		5310	5310	
c. Other					
d. State					
e. Total PE Cost Estimate (a+b+c+d)	\$ 20,310.00	\$ 0.00	\$ 20,310.00	\$ 5,310.00	\$ 15,000.00
RW f. Agency	70000		70000		
g. Other					
h. Other					
i. State					
j. Total R/W Cost Estimate (f+g+h+i)	\$ 70,000.00	\$ 0.00	\$ 70,000.00	\$ 0.00	\$ 0.00
CN k. Contract		190,000.00	190,000.00		190,000.00
l. Other Contract non-part.		15,762.50	15,762.50	15,762.50	
m. Other					
n. Other					
o. Agency Non. Part		20,576.25	20,576.25	20,576.25	
p. State					
q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 226,338.75	\$ 226,338.75	\$ 36,338.75	\$ 190,000.00
r. Total Project Cost Estimate (e+j+q)	\$ 90,310.00	\$ 226,338.75	\$ 316,648.75	\$ 41,648.75	\$ 205,000.00

AGENCY

BY: _____

STATE

BY: _____
Director, Local Programs

Title: Mayor

Date: _____

Date: _____



Local Agency Federal Aid Project Prospectus

Prefix	Route	()	Date	09/02/2016
Federal Aid Project Number			DUNS Number	076658673
Local Agency Project Number	M1601	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Sunnyside Elementary Safe Routes to School		Start Latitude N 48d1'50"	Start Longitude W 48d1'45"	
		End Latitude N 122d8'47"	End Longitude W 122d8'47"	
Project Termini From-To 38th PI NE 36th St NE		Nearest City Name Marysville		Project Zip Code (+4) 98270-9544
Begin Mile Post	End Mile Post	Length of Project	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 0745	County Number 31 County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 38, 39	Congressional District(s) 2		Urban Area Number 1

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$ 20,300	\$ 5,300	\$ 15,000	06/2016	
R/W	\$ 70,000	\$ 70,000	\$ 0	07/2016	
Const.	\$ 226,300	\$ 36,300	\$ 190,000	10/2016	
Total	\$ 316,600	\$ 111,600	\$ 205,000		

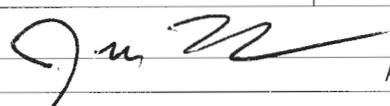
Description of Existing Facility (Existing Design and Present Condition)

Roadway Width varies	Number of Lanes 2 to 3 lanes
Sunnyside Blvd lacks sidewalk connections from 38th PI NE to 36th St NE, with the school's main and only entrance located in between.	

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Project includes curb, gutter sidewalk, planters, ramps and school zone beacons with speed feedback signs.

Local Agency Contact Person Jeff Laycock, PE	Title City Engineer	Phone (360) 363-8274
Mailing Address 80 Columbia Ave	City Marysville	State WA Zip Code 98270
Project Prospectus	By  Approving Authority	Date 9/7/16
	Title City Engineer	

Agency City of Marysville	Project Title Sunnyside Elementary Safe Routes to School	Date 09/02/2016
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Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width varies 35-45'	Number of Lanes varies 2-3
<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access
	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	N/A
Design Speed	35	N/A
Existing ADT	N/A	N/A
Design Year ADT	N/A	N/A
Design Year	N/A	N/A
Design Hourly Volume (DHV)	N/A	N/A

Performance of Work

Preliminary Engineering Will Be Performed By City Staff	Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Environmental Classification

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

Environmental Considerations
 NEPA not required for State funding. SEPA will be required.

Agency City of Marysville	Project Title Sunnyside Elementary Safe Routes to Schoo	Date 09/02/2016
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Right of Way

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input checked="" type="checkbox"/> Right of Way Needed <table style="width:100%; border: none;"> <tr> <td style="width:50%; padding: 5px;"><input checked="" type="checkbox"/> No Relocation</td> <td style="width:50%; padding: 5px;"><input type="checkbox"/> Relocation Required</td> </tr> </table>	<input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
<input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required		

<p>Utilities</p> <input type="checkbox"/> No utility work required <input checked="" type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<p>Railroad</p> <input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Existing utilities, either City owned or privately owned, may require relocation as part of the project. There are no known private utility relocations required. There are a few City owned utility relocations required that will be performed during construction.

FAA Involvement

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

Remarks

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

Agency City of Marysville

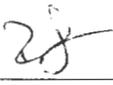
Date

By _____
 Mayor/Chairperson

Index #5

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/26/16

AGENDA ITEM:	
Renew SRD>F Interlocal	
PREPARED BY:	DIRECTOR APPROVAL:
Chief Richard Smith	
DEPARTMENT:	
POLICE	
ATTACHMENTS:	
Interlocal w/ THREE signature pages	
BUDGET CODE:	AMOUNT:
00103 426.551000	\$21,326.00
SUMMARY:	

Marysville Police Department request Council approval for the renewal of the yearly Interlocal Agreement with the Snohomish Regional Drug & Gang Task Force and authorize the Mayor to sign the agreement.

The cost is based on the city of Marysville population, which is 64,140. The cost this year is \$21,326.
The cost for 2015-2016 was \$16,528 for a population of 62,600.

The cost for 2016-2017 includes the additional \$4,774 to cover the bridge for the new timespan of agreement. Previously the agreement started 07/01 each year until 06/30 of the following year. This new timespan for the Interlocal Agreement is now and will be 10/1 of each year until 09/30 of the following year.

RECOMMENDED ACTION:
Staff recommends that Marysville City Council authorize the Mayor to sign the Interlocal Agreement with the Snohomish Regional Drug & Gang Task Force.

**INTERLOCAL AGREEMENT ESTABLISHING
SNOHOMISH REGIONAL DRUG & GANG TASK FORCE**

This Interlocal Agreement Establishing the Snohomish Regional Drug & Gang Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	DSHS, Child Protective Services
City of Index	Washington State Patrol
City of Lake Stevens	Snohomish Health District
City of Lake Forest Park	
City of Lynnwood	
City of Marysville	

WITNESSES THAT:

WHEREAS, the State of Washington Department of Commerce (hereinafter "Commerce"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

WHEREAS, eligible applicants include cities, counties and Indian tribes; and

WHEREAS, chapter 39.34 RCW permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Snohomish County and Commerce have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County will use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to Commerce on or before July 1, 2016, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

WHEREAS, the Participating Jurisdictions recognize the above-mentioned Grant Contract between Commerce and Snohomish County; and

WHEREAS, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

WHEREAS, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

WHEREAS, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

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

1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force"), was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2015, through June 30, 2016. This Agreement shall serve to continue the operation of the Task Force.
- 1.2 The term of this Agreement shall be from July 1, 2016, through September 30, 2017, unless earlier terminated or modified as provided in this Agreement.
- 1.3 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend that this Agreement create a separate legal entity subject to suit.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between Commerce and Snohomish County. Therefore each Participating Jurisdiction adopts the following Task Force goals:
 - Reduce the number of drug traffickers and gang members in the communities of Snohomish County through the professional investigation, apprehension and conviction.
 - Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.

- Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
 - To address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.5 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this Agreement.
- 1.6 The Task Force will implement operations, including:
- a. Development of intelligence
 - b. Target identification
 - c. Investigation
 - d. Arrest of Suspects
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to Commerce as required in the Grant Contract.

2.0 ORGANIZATION

- 2.1 Exhibit “D”, incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Attorney, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same

rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on a majority vote.

- 2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.
- 2.5 Participating Jurisdiction Employees: Personnel assigned to the Task Force by Participating Jurisdiction shall be considered employees of that Participating Jurisdiction. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

3.0 FINANCING

- 3.1 Exhibit "B", incorporated herein by reference, sets forth the estimated Task Force Grant Contract budget. Participating Jurisdictions agree to provide funds that in the aggregate will allow for at least a one-third match of the funds awarded under the Grant Contract ("Local Match").
- 3.2 Exhibit "C", incorporated herein by reference, sets forth the Local Match breakdown for the period from July 1, 2016, to September 30, 2017. Although State and/or Federal Grant funds may vary from the amount initially requested,

each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit “C”, and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.

- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County’s name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent contribution to the Local Match indicated in Exhibit “C”.

4.0 GENERAL ADMINISTRATION

- 4.1 Snohomish County agrees to provide Commerce with the necessary documentation to receive grant funds.
- 4.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and

resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this Agreement.

- 4.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this Agreement.

5.0 ASSET FORFEITURE

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with law and Task Force procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies

commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel assignments stated in Exhibit “A” remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit “A”, the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term “net monetary proceeds” means cash proceeds realized from property forfeited during the term of this Agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord’s claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The Task Force may retain funds in an amount up to \$250,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

- 5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force's interest in assets seized or forfeited as a result of this Agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

6.0 ACQUISITION AND USE OF EQUIPMENT

- 6.1 For purposes of this Agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to: materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 6.2 In the event that any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes as directed by the Task Force Commander.
- 6.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 6.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

7.0 MODIFICATION

Participating Jurisdictions reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this Agreement.

8.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

9.0 TERMINATION OF AGREEMENT

9.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement as it pertains to it by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force, and shall be entitled to distributions under section 5.3 of this Agreement with respect to asset forfeitures initiated before the effective date of withdrawal.

9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this Agreement, Snohomish County may unilaterally terminate all or part of the Agreement, or may reduce its scope of work and budget.

10.0 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend

any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

11.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

12.0 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed as specified in section 15.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

14.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the Agreement shall remain in full force and effect.

15.0 POSTING/RECORDING

This Agreement will be filed with the Snohomish County Auditor or posted on the County's or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this Agreement.

THE COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name: _____
Title: _____

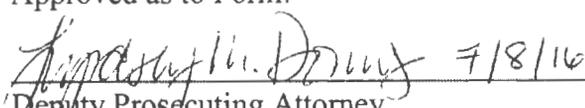
Approved as to Form:
 7/8/16
Deputy Prosecuting Attorney

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

Personnel Assigned by Jurisdiction
July 1, 2016 through September 30, 2017

EVERETT POLICE DEPARTMENT

FUNDING

1 Lieutenant	Everett PD	
1 Sergeant	Everett PD	
1 Detective	Everett PD	<i>VACANT</i>
1 Detective	Everett PD	<i>VACANT</i>
1 Support Personnel	Everett PD	

SNOHOMISH COUNTY SHERIFF'S OFFICE

FUNDING

1 Task Force Commander	Justice Assistance Grant	
1 Lieutenant	Snohomish County Sheriff	
1 Sergeant	Justice Assistance Grant	
1 Sergeant	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Detective	Snohomish County Sheriff	
1 Information Deputy	Snohomish County Sheriff	
1 K9 Detective	Snohomish County Sheriff	<i>VACANT</i>
1 Support Staff	Snohomish County Sheriff	

SNOHOMISH HEALTH DISTRICT

FUNDING

1 Local Health Officer	Snohomish Health District	
------------------------	---------------------------	--

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

FUNDING

1 Deputy Prosecutor	Seizure Funding	
1 Support Staff	Seizure Funding	

STATE OF WASHINGTON

FUNDING

1 Detective	Washington State Patrol	
1 Case Worker	DSHS, Child Protective Services	
1 Agent	Department of Corrections	

WA STATE GAMBLING COMMISSION

1 Agent

FUNDING

Washington State

*VACANT*NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard

*VACANT*BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

1 Agent

FUNDING

ATF

*VACANT*DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency

*VACANT*INTERNAL REVENUE SERVICE

1 Agent

FUNDING

Internal Revenue Service

*VACANT*ICE / H.S.I.

2 Agent

FUNDING

Immigration And Customs Enforcement

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

FUNDING

NCIS

*VACANT*FEDERAL BUREAU OF INVESTIGATIONS

1 Agent

FUNDING

FBI

EXHIBIT B**Snohomish Regional Drug & Gang Task Force**

Byrne/JAG Grant Estimated Operating Budget for July 1, 2016 through September 30, 2017

	<u>FEDERAL FUNDS</u>	<u>LOCAL MATCH</u>	<u>TOTAL</u>
Salaries	111,500	192,856	324,356
Benefits	21,500	58,600	60,100
Contracted Services	0	0	0
Goods and Services	0	0	0
Travel	0	0	0
Training	0	0	0
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$133,000	\$251,456	\$384,456

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT C

Snohomish Regional Drug & Gang Task Force

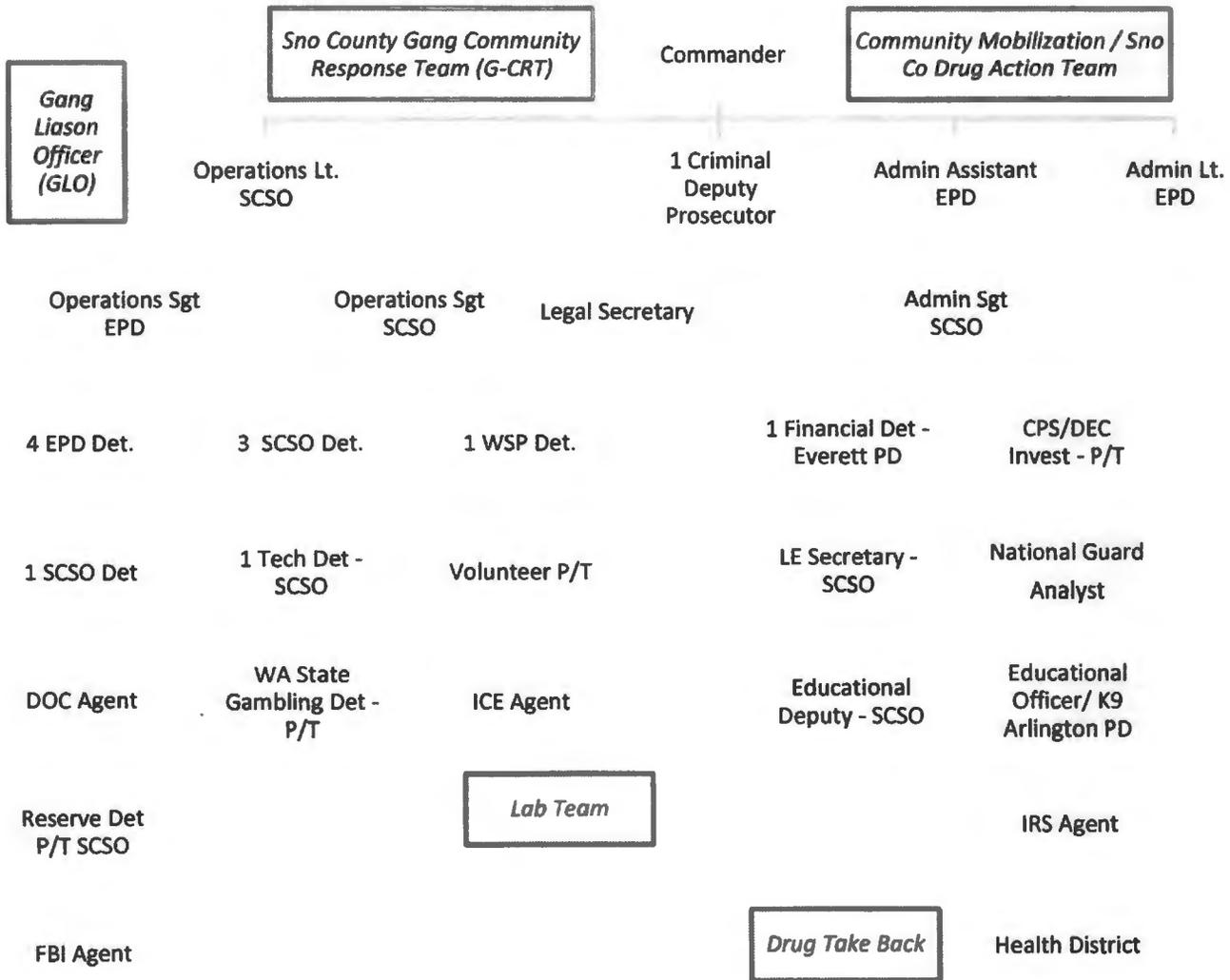
Local Contributions for July 1, 2016 through September 30, 2017

JURISDICTION	POPULATION	2016 BRIDGE AMOUNT	OCT 2016- SEPT 2017 AMOUNT	CONTRACT GRAND TOTAL
Arlington	18,490	\$ 1,230	\$ 4,918	\$ 6,148
Bothell	17,230	\$ 1,146	\$ 4,583	\$ 5,729
Brier	6,500	\$ 432	\$ 1,729	\$ 2,161
Darrington	1,350	\$ 90	\$ 359	\$ 449
Edmonds	40,490	\$ 2,693	\$ 10,770	\$ 13,463
Everett	105,800	\$ 7,036	\$ 28,142	\$ 35,178
Gold Bar	2,115	\$ 141	\$ 563	\$ 704
Granite Falls	3,390	\$ 226	\$ 902	\$ 1,128
Index	160	\$ 11	\$ 43	\$ 54
Lake Stevens	29,900	\$ 1,988	\$ 7,953	\$ 9,941
Lake Forest Park	-	\$ -	\$ -	\$ -
Lynnwood	36,420	\$ 2,422	\$ 9,687	\$ 12,109
Marysville	64,140	\$ 4,265	\$ 17,061	\$ 21,326
Mill Creek	19,760	\$ 1,314	\$ 5,256	\$ 6,570
Monroe	17,620	\$ 1,172	\$ 4,687	\$ 5,859
Mountlake Terrace	21,090	\$ 1,403	\$ 5,610	\$ 7,013
Mukilteo	20,900	\$ 1,390	\$ 5,559	\$ 6,949
Snohomish	9,385	\$ 624	\$ 2,496	\$ 3,120
Snohomish County	330,260	\$ 21,962	\$ 87,847	\$ 109,809
Stanwood	6,585	\$ 438	\$ 1,752	\$ 2,190
Sultan	4,680	\$ 311	\$ 1,245	\$ 1,556
DSHS, CPS	-	\$ -	\$ -	\$ -
Snohomish Health District	-	\$ -	\$ -	\$ -
Washington State Patrol	-	\$ -	\$ -	\$ -
PARTICIPATING JURISDICTIONS'		\$ 50,294	\$ 201,162	\$ 251,456
TOTALS:				

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

SRDGTF Executive Board

Chief of Everett (Asst Chair), Chief of Lynnwood, Snohomish County Sheriff (Chair),
Snohomish County Prosecutor, City of Everett Attorney, SRDGTF Commander



ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

	Dated _____
Title _____	Jurisdiction of _____

ATTEST:

	Dated _____
Jurisdiction Clerk	

APPROVED AS TO FORM:

	Dated _____
Jurisdiction Attorney	

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

	Dated _____
Title _____	Jurisdiction of _____

ATTEST:

	Dated _____
Jurisdiction Clerk	

APPROVED AS TO FORM:

	Dated _____
Jurisdiction Attorney	

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

_____ Dated _____
Title _____ Jurisdiction of _____

ATTEST:

_____ Dated _____
Jurisdiction Clerk

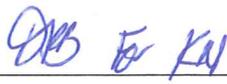
APPROVED AS TO FORM:

_____ Dated _____
Jurisdiction Attorney

Index #6

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 26, 2016

AGENDA ITEM:	
Professional Services Agreement – 560 Zone Booster Pump Station	
PREPARED BY:	DIRECTOR APPROVAL:
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Professional Service Agreement Incl. Scope of Services and Fee Estimate	
BUDGET CODE:	AMOUNT:
40230594.563000, W1604	\$183,898
SUMMARY:	

This Professional Services Agreement will provide the City with design and services during bidding for the 560 Zone Booster Pump Station project in order to provide required water pressure for the future development in the Whisky Ridge subarea. The recommended consultant for this work is RH2 Engineering, Inc. RH2 has been involved with the hydraulic modeling and conceptual analysis phase for this project to date. After following the City's consultant selection process for professional services, staff determined that RH2 Engineering, Inc. was best suited for the project.

It is in the staff's opinion, that the negotiated fee of \$183,898 is fair and consistent with industry standard for the type of work at hand. The scope of work demonstrates a clear approach in order to expedite a quick delivery of the project. Staff is confident that the City will be well served by RH2 Engineering, Inc. as it relates to this project.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and RH2 Engineering, Inc. in the amount of \$183,898.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND RH2 ENGINEERING, INC.
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 RH2 Engineering, Inc., a Washington Corporation licensed to do business in Washington State ("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 design and services during bidding for the 560 Zone Booster Pump Station as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no

cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

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

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

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

III.3 TERM. The term of this Agreement shall commence upon notice to proceed and shall terminate at midnight, **December 31, 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. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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. \$300,000 combined single limit per accident for bodily injury and property damage.

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

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

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

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

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 **\$183,898** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any

discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

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

City of Marysville Public Works
Attn: Ryan Morrison, PE
80 Columbia Ave
Marysville, WA 98270

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

RH2 Engineering, Inc.
22722 29th Dr SE
Suite 210
Bothell, WA 98021

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 _____, 201__.

CITY OF MARYSVILLE

RH2 ENGINEERING, INC.

By _____
Jon Nehring, Mayor

By _____

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Work
City of Marysville
560 Zone Booster Pump Station
Design and Services During Bidding
September 2016

Background

In order to provide water service to planned development within the Whiskey Ridge area, the City of Marysville (City) will need to create a new 560 Pressure Zone. Service to this area is planned to be provided via a new closed-zone booster pump station (BPS). The City and one of the local developers have identified a potential BPS site within the Autumn's Meadow development between 83rd Avenue NE and 87th Avenue NE, and just south of 60th Street NE. The potential site is located in the development's on-site stormwater detention tract, located adjacent to Lot 17.

Initially, the BPS will be required to provide domestic and fire flow service with anticipated flow rates up to 1,500 gallons per minute (gpm). The BPS may need to be expanded in the future to further support commercial and multi-family development or flows as high as 3,000 gpm. New discharge transmission mains will be necessary to convey water supply throughout the new 560 Pressure Zone from the BPS site. These improvements will be designed and constructed under a separate contract.

The intent of this BPS is to provide water service to this area on an interim basis (approximately 5 years) until the City is able to move forward with other planned/permanent capital improvements. The goal of this project is to design and construct a BPS in a more expedited fashion than a typical facility of this nature. The City and RH2 Engineering, Inc., (RH2) have agreed that a packaged BPS may be the most effective means for achieving each goal. This approach will serve as the basis for completing the preliminary design.

Approach

The work for this project will be accomplished via the following activities with general project administration efforts such as filing, scheduling, preparing client updates, invoices, etc. included in each phase.

Task 1 – Preliminary Engineering Design and Hydraulic Analysis

Task 2 – Develop 60-percent BPS Design Plans and Specifications

Task 3 – Prepare 90-percent BPS Design Plans and Specifications

Task 4 – Finalize Plans and Specifications

Task 5 – DOH Project Report/Construction Documents and Permitting

Task 6 – Services During Bidding

Task 7 – Supplemental Services Reserve Fund

Services during construction are to be provided under a separate scope of work.

Time and Performance

RH2 will begin work upon receipt of written authorization from the City, with the goal of completing the design and bidding services within eight (8) months from the City's contract execution.

RH2 will not be held responsible for delays, occasioned by factors beyond its control, which could not reasonably have been foreseen at the time of the execution of the Agreement.

RH2 will rely on the accuracy and completeness of any data, information, or materials provided by the City or others in furthering of this work.

Task 1 – Preliminary Engineering Design and Hydraulic Analysis

Objective: Finalize the design criteria for the proposed BPS; confirm that the proposed site can accommodate the BPS and an emergency generator; and generate system head curves to be used for the proposed pump selection and documentation of the proposed improvements.

Approach:

- 1.1 Finalize the design criteria for the proposed 560 Zone BPS and establish projected future expansion capabilities (e.g., maximum fire flow capacity and electrical sizing).
- 1.2 Coordinate with the City to establish a service area to be supplied by the interim BPS and estimate domestic demand requirements for the service area.
- 1.3 Obtain and review a hydraulic model from the City containing the proposed water main extensions for the proposed developments in the interim BPS service area.
- 1.4 Perform steady state hydraulic analyses to calculate the system head curve for the pump station and the net positive suction head available (NPSHA). Analyses will be performed for the system with the proposed water main developer extensions.
- 1.5 Based on the system head curve and the NPSHA, coordinate with PumpTech to review the design criteria and potential alternatives for a package pump station.
- 1.6 Select two (2) alternative pump configurations. Identify the number and sizes of pumps, pump staging, and recommended operational setpoints. Pumps will be operated using variable frequency drives (VFDs) to maintain the 560 Zone pressures.
- 1.7 Meet with the City to discuss the results of the pump selection analyses. Select a pump configuration to be used as the basis for the design of the system improvements. Discuss proposed improvements and design criteria.
- 1.8 Review existing survey data and proposed plat design drawings and coordinate with the City regarding additional information needs.
- 1.9 Format existing and proposed plat drawings (prepared by others) to conform to RH2 standards and for use within the proposed design drawings. *RH2 is not responsible for the site development design but will utilize the design drawings prepared by others as the basis for preparing the design plans for the proposed BPS. A project specific survey will not be completed as part of this Scope of Work.*
- 1.10 Prepare preliminary site plans to demonstrate the feasibility of the above-referenced BPS site.

Assumptions:

- *It is assumed that the BPS will be constructed on the site indicated in the Background section of this Scope of Work. If a different site is needed, it will impact the project schedule and design fees requiring an amendment to this scope of work.*

Provided by City:

- Hydraulic model containing the proposed water main extensions for the proposed developments in the interim BPS service area.
- Confirmation of final design criteria.
- Fire flow requirements for development types and redundancy requirements.
- Attendance at a meeting to provide concurrence with the proposed pump selection.

RH2 Deliverables:

- Design criteria.
- System head curves.
- Pump selection.
- Meeting attendance.
- Preliminary site plans in electronic PDF.

Task 2 – Develop 60-percent BPS Design Plans and Specifications

Objective: Prepare 60-percent design plans and specification that illustrate the proposed BPS, site work, structural work, mechanical connections, electrical and controls work, and related improvements.

Approach:

- 2.1 Coordinate with PumpTech to obtain plans and sample specifications for the selected package pump alternative.
- 2.2 Prepare 60-percent standard plans (i.e., cover sheet, indexes, vicinity map, general notes, and details).
- 2.3 Prepare 60-percent site and utility plans (including suction and discharge transmission mains to a connection point within 83rd Avenue NE) and details.
- 2.4 Prepare 60-percent architectural and structural plans with details. *For the purposes of this Scope of Work, it is assumed that the proposed BPS will be an above-grade, single story, pre-engineered steel building on a concrete foundation. All structural components above the foundation elevation will be shown schematically in nature and designed by the building manufacturer during construction.*
- 2.5 Prepare 60-percent mechanical plans and details. *The mechanical plans prepared under this task are limited to the isolation valves and connections to the proposed packaged BPS. Mechanical design plans for the packaged BPS will be prepared by the pump supplier during construction and submitted as shop drawings for review. The conceptual packaged BPS may be shown within the proposed design drawings for the purposes of illustrating the proposed design.*

- 2.6 Prepare 60-percent electrical and control plans and details that will include an emergency generator.
- 2.7 Coordinate and submit plans to Snohomish County Public Utility District No. 1 (PUD) for review of power requirements, and meet with the PUD, as necessary, to discuss project details.
- 2.8 Develop non-technical specifications using the City's standard legal documents.
- 2.9 Develop technical specifications using RH2 technical specifications tailored for this project.
- 2.10 Develop schedule of prices, measurement and payment descriptions, and summary of probable construction cost.
- 2.11 Produce and submit the 60-percent drawings, specifications, and estimate to the City for review and comment. Attend one (1) review meeting with City to discuss review comments.

Assumptions:

- *The BPS site is also currently planned to contain the buried stormwater detention vault for the Autumn's Meadows development. The vault will be backfilled with as much as 12 feet of fill near the proposed BPS site. It is assumed that the City will require the developer to backfill with structural material in this area to provide an acceptable foundation for the construction of the proposed improvements.*

Provided by the City:

- Drawings and specification review and participation in 60-percent review meeting.
- City's latest standard legal documents in Microsoft Word format.

RH2 Deliverables:

- Three (3) sets of half-size 60-percent design plans, specifications, and construction cost estimate.
- 60-percent design plans, specifications, and construction cost estimate in PDF emailed to the City.
- Attendance at one (1) review meeting with the City.

Task 3 – Prepare 90-percent BPS Design Plans and Specifications

Objective: Prepare 90-percent design plans and specifications based on incorporating the results of other tasks and review of the 60-percent design with City staff.

Approach:

- 3.1 Address the City's 60-percent plan review comments. Develop the design plans and details to the 90-percent design level.
- 3.2 Address the City's 60-percent specification review comments. Develop the technical specifications and construction contract documents to the 90-percent design level for equipment, materials, and construction tasks.
- 3.3 Update the engineer's estimated cost of construction to a 90-percent design level estimate based on bid results from previous projects, information supplied by material vendors, and similar projects adjusted for anticipated bidding conditions.

- 3.4 Produce and submit the 90-percent drawings and specifications to the City for review and comment. Attend one (1) review meeting with City to discuss review comments.

Provided by the City:

- Drawings and specification review and participation in 90-percent review meeting.

RH2 Deliverables:

- Three (3) sets of half-size 90-percent design plans, specifications, and construction cost estimate.
- 90-percent design plans, specifications, and construction cost estimate in PDF emailed to the City.
- Attendance at one (1) review meeting with the City.

Task 4 – Finalize Plans and Specifications

Objective: Finalize design plans and specifications and produce bid-ready documents for the 560 Zone BPS project.

Approach:

- 4.1 Finalize the design plans, details, technical specifications, and construction contract documents per 90-percent review comments from the City.
- 4.2 Finalize the engineer's construction cost estimate and provide to the City in PDF.
- 4.3 Produce and submit bid-ready documents to the City for the purpose of bidding.

RH2 Deliverables:

- Engineer's construction cost estimate in PDF.
- Four (4) sets of half-size plans, two (2) sets of full-size plans, and four (4) sets of bound construction documents for bidding.
- Electronic copy of construction documents in PDF.

Task 5 – DOH Project Report/Construction Documents and Permitting

Objective: Prepare and submit, on behalf of the City, a project report and subsequent construction documents to the Washington State Department of Health (DOH). Assist the City, as necessary, with permit identification, permit applications, drawings, and supporting documents for other permit requirements.

Approach:

- 5.1 Prepare and submit the project report and construction documents to DOH based on applicable Washington Administrative Code requirements. Document the background of the project, objectives, BPS recommendations, design criteria, schedule, and cost estimates.
- 5.2 If necessary, respond to DOH comments by letter to help obtain project report approval. *RH2 cannot warrant or guarantee agency approvals.*
- 5.3 Review finalized BPS design criteria and construction elements and assist the City with determining permit requirements for the project.

- 5.4 Assist with preparing permit applications, drawings, and supporting documents for permit submittals. RH2 will assist the City with permitting efforts up to the level of effort in the Fee Estimate. *Forty (40) hours of support have been estimated for this task.*

Assumptions:

- *The City will be the applicant for permits and will pay all permit fees directly.*
- *All permitting related work will be conducted on a time and expense basis with the goal that the required permitting can be accomplished within the proposed permitting budget.*
- *The scope of this task and the project schedule were developed under the assumption that minimal permitting would be required for this project. RH2 will advise the City regarding any significant changes to these assumptions as they may arise.*

City Deliverables:

- Permit application packages and fees.

RH2 Deliverables:

- DOH Project Report and Construction Documents.
- Other permitting related deliverables as requested by the City.

Task 6 – Services During Bidding

Objective: Provide assistance during bidding.

Approach:

- 6.1 Respond to bidders' technical questions as directed during the bidding process. RH2 will not coordinate directly with bidders. RH2 will receive bidder questions from the City and provide responses to the City.
- 6.2 Prepare addenda in electronic format for the City to distribute to the plan holders.

Assumptions:

- *The City will place the advertisement, distribute bid documents, and respond to procedural questions from the bidders.*
- *The City will receive all bidders' technical questions and record them for forwarding to RH2 at the City's discretion.*
- *RH2 will not attend the bid opening.*
- *The City will handle bid award and construction contract execution.*
- *RH2 will provide technical assistance during bidding up to the level included in the attached Fee Estimate. Additional effort, if needed, will be mutually determined by the City and RH2 prior to RH2 performing that extra work.*

Provided by the City:

- Attendance at the bid opening.

- Preparation of the bid tabulation and recommendation of award letter.
- Review of contractor's qualifications.
- Issue of letter of recommendation.

RH2 Deliverables:

- Responses to bidder questions provided by the City.
- Addenda in electronic format.
- Scope of work and fee estimate for providing professional services during the construction phase, if requested by the City.

Task 7 – Supplemental Services Reserve Fund

Objective: Provide additional services as requested by the City.

Approach:

- 7.1 Provide additional services as may be requested and authorized by the City. Submit a level of effort estimate for supplemental services requested by the City. The City will provide written authorization to proceed with any supplemental services.

Assumptions:

- *Work under supplemental services will not be performed without written authorization from the City. The level of effort for supplemental services is subject to change via mutual agreement between the City and RH2.*

RH2 Deliverables:

- Level of effort estimate for supplemental services.
- Other deliverables as requested by the City under the authorization for any supplemental services.

EXHIBIT B

City of Marysville
 560 Zone Booster Pump Station
 Design and Services During Bidding
 Fee Estimate

Description	Total Hours	Total Labor	Total Expense	Total Cost
Task 1 Preliminary Engineering Design and Hydraulic Analysis	149	\$ 23,723	\$ 3,582	\$ 27,305
Task 2 Develop 60-percent BPS Design Plans and Specifications	282	\$ 44,862	\$ 6,519	\$ 51,381
Task 3 Prepare 90-percent BPS Design Plans and Specifications	160	\$ 25,466	\$ 3,684	\$ 29,150
Task 4 Finalize Plans and Specifications	77	\$ 12,317	\$ 2,445	\$ 14,762
Task 5 DOH Project Report/Construction Documents and Permitting	141	\$ 23,259	\$ 1,995	\$ 25,254
Task 6 Services During Bidding	32	\$ 5,522	\$ 523	\$ 6,045
Task 7 Supplemental Services Reserve Fund	-	\$ -	\$ 30,000	\$ 30,000
560 Zone Booster Pump Station	841	\$ 135,149	\$ 48,749	\$ 183,898

EXHIBIT C
RH2 ENGINEERING, INC.
2016 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$137	\$/hr
Professional II	\$150	\$/hr
Professional III	\$159	\$/hr
Professional IV	\$170	\$/hr
Professional V	\$180	\$/hr
Professional VI	\$189	\$/hr
Professional VII	\$204	\$/hr
Professional VIII	\$213	\$/hr
Professional IX	\$213	\$/hr
Technician I	\$96	\$/hr
Technician II	\$101	\$/hr
Technician III	\$129	\$/hr
Technician IV	\$137	\$/hr
Administrative I	\$65	\$/hr
Administrative II	\$77	\$/hr
Administrative III	\$92	\$/hr
Administrative IV	\$108	\$/hr
Administrative V	\$128	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.540	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Index #7

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/26/16

AGENDA ITEM:	
Former Geddes Marina Interim Action Project Acceptance	
PREPARED BY:	DIRECTOR APPROVAL:
David Rasar, Engineering Technician	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Notice of Physical Completion Letter	
BUDGET CODE:	AMOUNT:
40145040.541000.M1604	N/A
<p>SUMMARY: The City of Marysville received grant funding through the Environmental Protection Agency to help support the implementation of the Former Geddes Marina Interim Remedial Action Project. The work involved construction of a protective cap, including surface preparation and placement of a high-visibility geotextile demarcation layer followed by a minimum of 6-inches of clean soil.</p> <p>City Council awarded the project to IO Environmental and Infrastructure on June 27, 2016 in the amount of \$179,593.77, including a management reserve of \$10,000.00.</p> <p>The project was funded in part by the Environmental Protection Agency. The City will be able to recover approximately \$126,000.00 of the total construction cost. Therefore, the total construction cost to the City for this project was \$43,593.77.</p> <p>The contractor completed the work on August 22, 2016. Work performed under this contract was inspected by City staff and found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.</p>	

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to accept the Former Geddes Marina Interim Action Project, starting the 45-day lien filing period for project closeout.</p>

**PUBLIC WORKS**Kevin Nielsen, *Director*

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

September 6, 2016

IO Environmental and Infrastructure, Inc.
14734 NE 95th Street
Redmond, WA 98052

**Subject: Former Geddes Marina Interim Remedial Action
Notice of Physical Completion of Project**

Dear Mr. Keller:

In accordance with Section 01.70.00(9) of the Special Provisions, this project was considered physically complete as of August 22, 2016.

This notification does not constitute completion, or final acceptance by the City per Section 01.70.00(9) of the Contract's General Special Provisions.

Recommendation for Final Acceptance will be sent to the City Council for approval at the first available council meeting. This date of final acceptance shall start the forty-five (45) day lien period for the release of your retainage upon receipt of the following.

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I
4. Affidavits of Wages Paid (including all subcontractors)

It has been a pleasure working with you on this project. I hope that you will consider bidding on future projects with the City.

Sincerely,

A handwritten signature in black ink, appearing to read "David Rasar".

David Rasar
Engineering Technician
City of Marysville, Public Works

Index #8

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 26, 2016

AGENDA ITEM: Approve Annual Support Agreement and License Agreement for Munis Software	
PREPARED BY: Worth Norton, DEPARTMENT: Finance - Information Services	DIRECTOR APPROVAL: 
ATTACHMENTS: 1. Tyler invoice number 045-168326 for Munis software licensing and support.	
BUDGET CODE: 50300030 541000	AMOUNT: \$70,014.23

SUMMARY:

The attached invoice is for the renewal of the yearly license and support for Tyler - Munis software. Munis software is the City's financial software package including all Accounting, Utility Billing, and Payroll software. This agreement provides user and administrative support for all applications as well as software updates and maintenance.

RECOMMENDED ACTION:

The Finance and Information Services Departments recommend that the City Council approve payment of Tyler invoice number 045-168326.



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-168326	09/01/2016	1 of 2

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: CITY OF MARYSVILLE
 ATTN: SANDY LANGDON
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

Ship To: CITY OF MARYSVILLE
 ATTN: SANDY LANGDON
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
4700	82293		USD	NET30	10/01/2016

Date	Description	Units	Rate	Extended Price
Contract No.: MARYSVILLE, WA				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	15,319.97	15,319.97
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	3,225.62	3,225.62
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	3,517.75	3,517.75
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	1,466.07	1,466.07
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	2,258.07	2,258.07
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	3,225.62	3,225.62
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	3,808.56	3,808.56
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	2,492.57	2,492.57
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	3,401.17	3,401.17
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	2,932.13	2,932.13
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	3,517.75	3,517.75
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	2,932.13	2,932.13
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	TYLER FORM PROCESSING SUPPORT	1	3,257.78	3,257.78
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE	1	2,418.87	2,418.87
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	6,743.36	6,743.36
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - BMI CollectIT INTERFACE	1	791.82	791.82
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			
	SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT	1	2,865.12	2,865.12
	Maintenance: Start: 09/Oct/2016, End: 08/Oct/2017			



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice ¹¹²

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-168326	09/01/2016	2 of 2

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

Bill To: CITY OF MARYSVILLE
 ATTN: SANDY LANGDON
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

Ship To: CITY OF MARYSVILLE
 ATTN: SANDY LANGDON
 1049 STATE AVENUE
 MARYSVILLE, WA 98270

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
4700	82293		USD	NET30	10/01/2016

<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>
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****ATTENTION****

Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	64,174.36
Sales Tax	5,839.87
Invoice Total	70,014.23

Index #9

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON DECLARING PUBLIC USE AND NECESSITY FOR LAND AND PROPERTY TO BE CONDEMNED FOR THE PURPOSE OF WIDENING 1ST STREET AND CREATING THE 1ST STREET BYPASS; AND AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING, DAMAGING AND ACQUISITION OF LAND AND OTHER PROPERTY AND PAYMENT THEREFORE FROM THE GENERAL FUND.

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. An interchange will be constructed for Interstate 5 at SR 529, altering the traffic flow patterns in the city; and
2. The City has conducted engineering and traffic studies and determined that significant traffic will utilize State Avenue from this interchange; and
3. A significant portion of this traffic will be drivers whose destination is east of State Avenue; and
4. The studies show that diverting this eastbound traffic before it reaches the intersection with SR 528 (4th Street) will improve traffic flow and safety; and
5. The project is necessary to meet the city's adopted transportation system concurrency levels of service, provide connectivity and emergency vehicle access (the access to I-5 via the SR 529 interchange will not require a crossing of the railroad tracks); and
6. Based on the engineering studies the most desirable route for the eastbound traffic would be along 1st Street with 1st Street being widened, extended, and realigned in some places; and
7. It will be necessary to acquire the properties, as depicted in Exhibit "A" and described in EXHIBIT "B," attached hereto and incorporated herein by this reference, as it is necessary for the construction of a 1st Street bypass; and
8. Efforts are now on-going to acquire the properties necessary for this public use by negotiation; and
9. In the event that negotiated acquisition is not fully successful in advance of the anticipated commencement and construction, it is essential that the City be prepared to initiate condemnation proceedings so that the project can be timely constructed; and
10. Public safety, convenience, use and necessity demand the acquisition of several parcels of property, to wit: 100 State Avenue; 1508, 1510, 1518, 1526, 1604, 1612, 1624, and 1702 1st Street, Marysville, Washington; and

11. The entire cost of the acquisition provided by this ordinance shall be paid by the following funds of the City:

GENERAL FUND

or such other general funds of the City as may be provided by law.

12. The City may be unable to agree with the property owners upon the compensation to be paid for the properties identified in EXHIBIT "B," or it may not be feasible to clear title without condemnation proceedings.

13. The City has authority pursuant to RCW Chapter 8.12 to acquire, if necessary, title to real property for public purposes. Improvement of the City's road system is a public purpose.

14. The proposed improvement is to provide additional vehicular capacity on 1st Street for the 1st Street bypass.

15. Notice of the planned final action authorizing the condemnation of the property described in Exhibits A and B has been given to the owner(s) of said property and published in the Everett Herald and Marysville Globe in accordance with the provisions of RCW 8.25.290.

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

Section 1. 1st Street Bypass is a Public Use. The 1st Street Bypass project is a public use. The improvement will be owned by the City of Marysville and open for vehicle, pedestrian, and bicycle travel by members of the public.

Section 2. Determination of Necessity. Acquisition of the properties depicted in Exhibit A and legally described in Exhibit B, both of which are attached and incorporated by this reference (the "Properties"), is necessary to construct the 1st Street Bypass project. If the Properties are not acquired and the Bypass is not constructed, traffic movement and safety along the State Avenue (SR 529) and SR 528 corridors will be severely negatively impacted.

Section 3. Condemnation. Under the authority of RCW 8.12.040, the Properties shall be condemned and acquired by the City of Marysville, after just compensation having been first made or paid into court for the owner(s) in the manner prescribed by law.

Section 4. Authorization. The City Attorney and/or his designees are hereby authorized to commence and prosecute condemnation proceedings for the Properties in the manner provided by law, to determine and make or pay just compensation, and to take such other steps as they deem necessary to complete the acquisition of the Properties including to enter into settlements to mitigate damages.

Section 5. Compensation. Compensation shall be paid to the owners of the property identified in Exhibits A and B, and the cost of acquisition and the costs of litigation shall be paid from the City's General Fund.

Section 6. 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 7. 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 September, 2016.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
Deputy City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT "A"

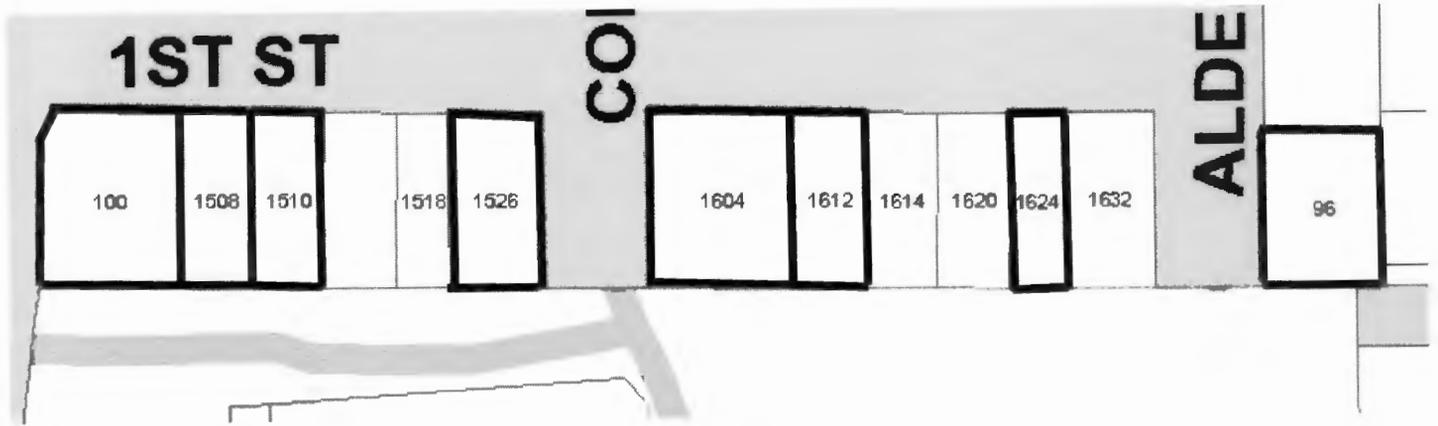


EXHIBIT "B"

100 State Avenue: Section 33 Township 30 Range 05 Quarter NW - D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 008 D-01 - LOTS 6 & 7 EXC RD R/W TO CITY OF MAR PER SWD REC UND AFN 200303271715

1508 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 008 D-00 - LOT 5

1510 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 008 D-00 - LOT 4

1518 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 008 D-02 - LOT 2 LESS E 10FT

1526 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 008 D-00 LOT 1 TGW E 10FT LOT 2

1604 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 007 D-00 - LOTS 6 & 7

1612 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 007 D-00 - LOT 5

1624 1st Street: D A QUINNS 1ST ADD TO MARYSVILLE (AKA CORRECTION PLAT OF) BLK 007 D-00 - W 40 FT LOT 2

96 Alder Ave AKA 1702 1st Street: SEC 33 TWP 30 RGE 05RT-4-1) BAAP 540 FT S OF 1/4 COR ON N LNSEC TH W 58.2 FT M/L TO E BDY ALDER ST TH S 120 FT TH E 79.4 FT TH N 120 FT TH W 21.2FT TO TPB LESS N 15FT FOR RD

Index #10

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON AUTHORIZING THE CONDEMNATION, APPROPRIATION, TAKING, DAMAGING AND ACQUISITION OF LAND AND OTHER PROPERTY FOR THE PURPOSE OF MAKING PEDESTRIAN AND BICYCLE IMPROVEMENTS TO ESTABLISH SAFE ROUTES TO SCHOOL FOR 116TH ST NE AND PAYMENT THEREFORE FROM TRANSPORTATION BENEFIT DISTRICT FUND 114.

WHEREAS, the City Council of the City of Marysville (hereinafter the "City") finds as follows:

1. The City wishes to construct improvements to roadways that get more children walking and bicycling to school safely, reduce congestion around schools, and improve air quality.; and
2. Washington's Safe Routes to School program is administered and managed by the Washington State Department of Transportation; and
3. The City has conducted engineering studies and determined that it will be necessary to acquire a portion of the properties depicted in EXHIBIT "A" as described in EXHIBIT "B" attached hereto and incorporated by this reference, as it is necessary to make pedestrian and bicycle improvements to establish safe routes to school; and
4. The project is necessary to meet the city's goals of safe pedestrian and bicycle access for children to attend school; and
5. Efforts are now on-going to acquire the properties necessary for this public use by negotiation; and
6. In the event that negotiated acquisition is not fully successful in advance of the anticipated commencement and construction, it is essential that the City be prepared to initiate condemnation proceedings so that the project can be timely constructed; and
7. Public safety, convenience, use and necessity demand the acquisition of several parcels of property, to wit: 4329, 4603, 4302, 4304, 4306, 4318 and 4332 116th Street NE, Marysville, Washington and 11620 – 46th Avenue N.E., Unit B; and
8. The City anticipates the needs of the project in regard to the parcels located at 4302, 4304, 4306, 4318, and 4332 will be for temporary construction easements only; and
9. The entire cost of the acquisition provided by this ordinance shall be paid by the following funds of the City:

TRANSPORTATION BENEFIT DISTRICT FUND 114

or such other general funds of the City as may be provided by law.

10. The City may be unable to agree with the property owners upon the compensation to be paid for the properties described in EXHIBIT “B,” or it may not be feasible to clear title without condemnation proceedings.

11. The City has authority pursuant to RCW Chapter 8.12 to acquire, if necessary, title to real property for public purposes. The proposed improvement of the City’s sidewalk and road system to provide safe walking and bicycling routes to schools is a public purpose and is necessary to complete the subject project.

12. Notice of the planned final action authorizing the condemnation of the property described in Exhibits A and B has been given to the owner(s) of said property and published in the Everett Herald and Marysville Globe in accordance with the provisions of RCW 8.25.290.

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

Section 1. 116th Safe Routes to School Project is a Public Use. The 116th Safe Routes to School Project is a public use. The improvement will be owned by the City of Marysville and open for pedestrian and bicycle travel by school children and members of the public.

Section 2. Determination of Necessity. Acquisition of the portion of the properties depicted in Exhibit A as legally described in Exhibit B, both of which are attached and incorporated by this reference (the “Properties”), is necessary to construct the 116th Safe Routes to School Project. If the Properties are not acquired and the Safe Routes not constructed, pedestrian safety for school children walking to school in this area will be severely compromised.

Section 3. Condemnation. Under the authority of RCW 8.12.040, the Properties shall be condemned and acquired by the City of Marysville, after just compensation having been first made or paid into court for the owner(s) in the manner prescribed by law. The City is further authorized to amend the legal descriptions contained in EXHIBIT B as may be necessary and appropriate to meet requirements of the project.

Section 4. Authorization. The City Attorney and/or his designees are hereby authorized to commence and prosecute condemnation proceedings for the Properties in the manner provided by law, to determine and make or pay just compensation, and to take such other steps as they deem necessary to complete the acquisition of the Properties including to enter into settlements to mitigate damages.

Section 5. Compensation. Compensation shall be paid to the owners of the property identified in Exhibits A and B, and the cost of acquisition and the costs of litigation shall be paid from the City's Transportation Benefit District Fund 114 or such other general funds of the City as may be provided by law.

Section 6. 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 7. 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 September, 2016.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
Deputy City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney

Date of Publication: _____

Effective Date (5 days after publication): _____

EXHIBIT "A"



EXHIBIT "B"

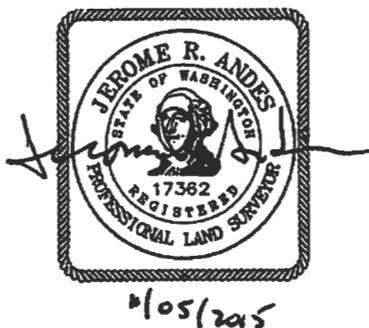
RIGHT-OF- WAY DEED

LEGAL DESCRIPTION PARCEL NO. 30050900102500

The South 30.00 feet of the East 528.00 feet of the Southwest Quarter of the Northeast Quarter of Section 9, Township 30 North, Range 5 East, W.M., lying westerly of 46th Avenue N.E. as shown in the plat of Pine Meadows, according to the plat recorded in Volume 42 of Plats, page 230, records of Snohomish County, Washington;

TOGETHER with that portion of the above described property lying southeasterly of a 10.00 foot radius curve concave to the northwest, being tangent to the westerly right-of-way line of said 46th Avenue N.E. and the north line of the South 30.00 feet of said subdivision.

(Being a portion of Parcel A of Boundary Line Adjustment Number BLA 286-90, recorded under Auditor's File Number 9102220100).

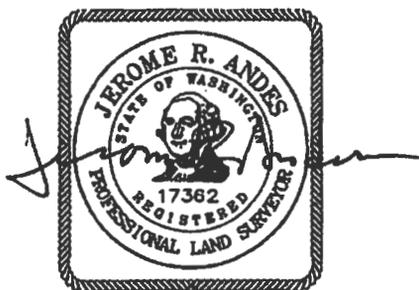


TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION PARCEL NO. 30050900102500

That portion of the North 5.00 feet of the South 35.00 feet of the East 528.00 feet of the Southwest Quarter of the Northeast Quarter of Section 9, Township 30 North, Range 5 East, W.M., lying westerly of the westerly right-of-way line of 46th Avenue N.E. as shown in the plat of Pine Meadows, according to the plat recorded in Volume 42 of Plats, page 230, records of Snohomish County, Washington; AND lying northwesterly of a 10.00 foot radius curve concave to the northwest, being tangent to the westerly right-of-way line of said 46th Avenue N.E. and the north line of the South 30.00 feet of said subdivision;

(Being a portion of Parcel A of Boundary Line Adjustment Number BLA 286-90, recorded under Auditor's File Number 9102220100).



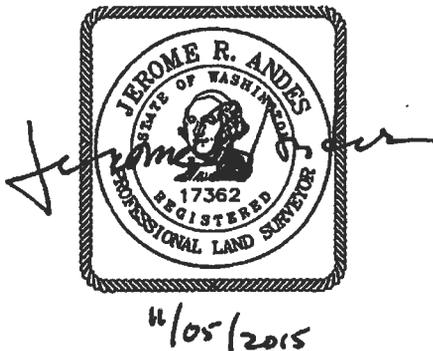
10/05/2015

RIGHT-OF-WAY DEED

**LEGAL DESCRIPTION
PARCEL NO. 30050900103200**

The South 10.00 feet of following described property:

Commencing at the theoretical position of the southwest corner of the Southwest Quarter of the Northeast Quarter of Section 9, Township 30 North, Range 5 East, W.M.; thence East, along the south line of said subdivision, to the intersection with the east line of the Marysville and Arlington railroad right-of-way; thence northerly, along said right-of-way line, a distance of 15 feet to the north line of the South 15.00 feet of said subdivision and the true point of beginning; thence East, parallel with said south line, a distance of 156.00 feet; thence North 175.00 feet; thence West to the east line of said railroad right-of-way line; thence southerly, along said railroad right-of-way line, to the true point of beginning.

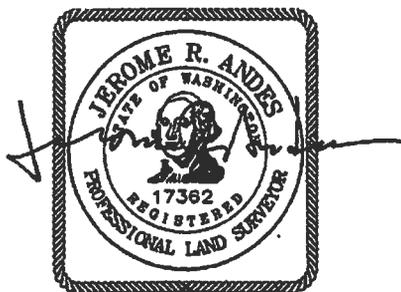


TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION PARCEL NO. 30050900103200

The North 5.00 feet of the South 15.00 feet of following described property:

Commencing at the theoretical position of the southwest corner of the Southwest Quarter of the Northeast Quarter of Section 9, Township 30 North, Range 5 East, W.M.; thence East, along the south line of said subdivision, to the intersection with the east line of the Marysville and Arlington railroad right-of-way; thence northerly, along said right-of-way line, a distance of 15 feet to the north line of the South 15.00 feet of said subdivision and the true point of beginning; thence East, parallel with said south line, a distance of 156.00 feet; thence North 175.00 feet; thence West to the east line of said railroad right-of-way line; thence southerly, along said railroad right-of-way line, to the true point of beginning.



4/05/2015

RIGHT-OF-WAY DEED

**LEGAL DESCRIPTION
PARCEL NO. 30050900102400**

The South 30.00 feet of following described property:

Commencing at the southeast corner of the Southwest Quarter of the Northeast Quarter of Section 9, Township 30 North, Range 5 East, W.M.; thence North 89 degrees 24 minutes 08 seconds West, along the south line of said subdivision, a distance of 203.98 feet to the true point of beginning; thence continue North 89 degrees 24 minutes 08 seconds West, along said south line, a distance of 102.32 feet; thence North 0 degrees 32 minutes 33 seconds West a distance of 180.04 feet to the north line of the South 180.00 feet of said subdivision, thence South 89 degrees 24 minutes 08 seconds East, along the north line of said South 180.00 feet, a distance of 101.60 feet to a line that bears North 1 degree 41 minutes 43 seconds West from the true point of beginning; thence South 1 degree 41 minutes 43 seconds East a distance of 180.14 feet to the true point of beginning;

TOGETHER with that portion of the above described property lying southwesterly of a 5.00 foot radius curve concave to the northeast, being tangent to the west line of said property and the north line of the South 30.00 feet of said subdivision:



TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION PARCEL NO. 30050900102400

That portion of the North 5.00 feet of the South 35.00 feet of the following described property AND lying northeasterly of a 5.00 foot radius curve concave to the northeast, being tangent to the west line of said property and the north line of the South 30.00 feet of said subdivision:

Commencing at the southeast corner of the Southwest Quarter of the Northeast Quarter of Section 9, Township 30 North, Range 5 East, W.M.; thence North 89 degrees 24 minutes 08 seconds West, along the south line of said subdivision, a distance of 203.98 feet to the true point of beginning; thence continue North 89 degrees 24 minutes 08 seconds West, along said south line, a distance of 102.32 feet; thence North 0 degrees 32 minutes 33 seconds West a distance of 180.04 feet to the north line of the South 180.00 feet of said subdivision, thence South 89 degrees 24 minutes 08 seconds East, along the north line of said South 180.00 feet, a distance of 101.60 feet to a line that bears North 1 degree 41 minutes 43 seconds West from the true point of beginning; thence South 1 degree 41 minutes 43 seconds East a distance of 180.14 feet to the true point of beginning.



11/05/2015

TEMPORARY CONSTRUCTION EASEMENT

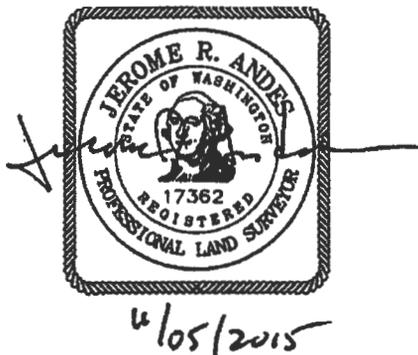
**LEGAL DESCRIPTION
PARCEL NO. 30050900409600**

The North 5.00 feet of the following described property:

Lot 1 of Snohomish County Short Plat Number ZA9011576SP, recorded under Auditor's File Number 9307230162 and corrected by Auditor's File Numbers 9406240695 and 9503220363, records of Snohomish County, Washington;

Together with the Private Road lying easterly of and adjacent to said Lot 1, shown as being a common access for Lots 1 through 3 on said Short Plat.

Being a portion of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 9, Township 30 North, Range 5 East, W.M.



TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION

PARCEL NOS. 30050900409800 AND 30050900409700

The North 5.00 feet of the following described property:

The Private Road of Snohomish County Short Plat Number ZA9011576SP, recorded under Auditor's File Number 9307230162 and corrected by Auditor's file Numbers 9406240695 and 9503220363, records of Snohomish County, Washington, shown as being a common access for Lots 1 through 3 on said Short Plat.

Being a portion of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 9, Township 30 North, Range 5 East, W.M.

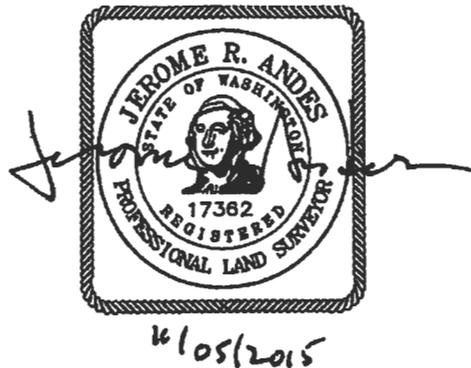
TEMPORARY CONSTRUCTION EASEMENT

**LEGAL DESCRIPTION
PARCEL NO. 30050900401700**

The North 5.00 feet of the following described property:

Lot 1 of Short Plat Number 158 (5-84), recorded under Auditor's File Number 8406200214, records of Snohomish County, Washington.

Being a portion of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 9, Township 30 North, Range 5 East, W.M.



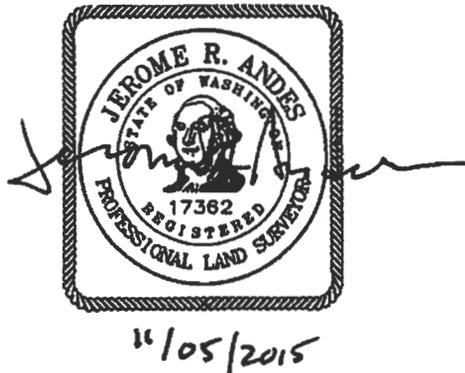
TEMPORARY CONSTRUCTION EASEMENT

**LEGAL DESCRIPTION
PARCEL NO. 30050900406100**

The North 5.00 feet of the following described property:

Lot 1 of Short Plat Number 405 (8-78), recorded under Auditor's File Number 7902230316, records of Snohomish County, Washington.

Being a portion of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 9, Township 30 North, Range 5 East, W.M.



Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/26/16

AGENDA ITEM:	
Surplus Equipment	
PREPARED BY:	DIRECTOR APPROVAL:
Doug Byde, Public Works Superintendent	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Resolution declaring certain items to be surplus.	
BUDGET CODE:	AMOUNT:
NA	NA
SUMMARY:	

Fleet Services is requesting to surplus the equipment as shown on the attached resolution. The surplus equipment will be used as a trade-in for the purchase of new equipment.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the surplus Resolution.

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARYSVILLE DECLARING
CERTAIN ITEMS OF PERSONAL PROPERTY TO BE SURPLUS
AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

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

The items of personal property listed below are hereby declared to be surplus and are of no further public use or necessity.

Asset #	Year	Description	Serial #	Quantity
253	1996	Ford Tractor/Boom Mower	078506B (Lic # 24930D)	1
253.3	2009	U.S. Mower Model MM-17/50-LBF	101606/101607	1

The City is hereby authorized to sell or dispose of the above referenced items in a manner, which in the discretion of the Fleet and Facilities Manager nets the greatest amount to the City.

PASSED by the City Council and APPROVED by the Mayor this _____ day of
_____ 2016.

CITY OF MARYSVILLE

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney