

Marysville City Council Meeting

July 13, 2015

7:00 p.m.

City Hall

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Committee Reports

Presentations

A. Officer Swearing-In *

B. Al Aldrich with Strategies 360 – Legislative Updates *

Audience Participation

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

1. Consider the June 1, 2015 City Council Work Session Minutes

2. Consider the June 8, 2015 City Council Meeting Minutes *

Consent

3. Consider Approval of the June 19, 2015 Payroll in the Amount of \$1,053,646.56; Paid by Check Numbers 28976 through 29026

4. Consider Approval of the June 17, 2015 Claims in the Amount of \$1,124,491.95; Paid by Check Numbers 100738 through 100902 with Check Number 88540 Voided

5. Consider Approval of the June 24, 2015 Claims in the Amount of \$2,192,816.57; Paid by Check Numbers 100903 through 101100 with Check Numbers 100567 and 100570 Voided

6. Consider Accepting the 88th Street NE and 55th Avenue NE Intersection Improvements Project, Starting the 45-Day Lien Filing Period for Project Closeout

7. Consider Approval of the Professional Services Agreement with Gray & Osborne, Inc. in an Amount Not to Exceed \$249,950.00

8. Consider Approval to Purchase Property for Public Roads from the Snohomish County PUD, Subject to Reimbursement from the Developer for Acquisition Cost

****These items have been added or revised from the materials previously distributed in the packets for the July 6, 2015 Work Session.***

Marysville City Council Meeting

July 13, 2015

7:00 p.m.

City Hall

9. Consider Approval of the Interlocal Agreement with the City of Snohomish for Outdoor Video Services

10. Consider Approval of the Professional Services Agreement with Blue Marble Environmental LLC in the amount of \$51,853.00

11. Consider Approval of the Supplement 2 to the City's Agreement with HDR Engineering, Inc. (moved to the July 27, 2015 agenda)

15. Consider Approval of the July 2, 2015 Payroll in the Amount \$1,742,634.87; Paid by Check Numbers 29027 through 29083 *

16. Consider Approval of the July 1, 2015 Claims in the Amount of \$1,072,086.29; Paid by Check Numbers 101101 through 101229 with Check Number 100317 Voided *

Review Bids

Public Hearings

New Business

12. Consider an **Ordinance** Amending MMC 14.07.090 Establishing Procedures for Water and Sewer Latecomer Reimbursement Contracts; Providing for Severability; and Effective Date

17. Consider an **Ordinance** Relating to Development Impact Fees; Amending Section 22D.020.030 of MMC Chapter 22D.020 Relating to Deferral of Park, Recreation, Open Space and Trail Impact Fees; Amending Section 22D.030.070 Of MMC Chapter 22D.030 Relating to Deferral of Traffic Impact Fees; Amending Section 22D.040.060 of MMC Chapter 22D.040 Relating to Deferral of School Impact Fees; and Amending MMC Section 22A.010.160 General Administration, Related to Tracking Amendments to the City's Uniform Development Code; Providing for Severability and Effective Date *

Legal

Mayor's Business

13. Consider the Salary Commission Appointments: Joel Faber and Shelly Ganje

14. Consider the Planning Commission Appointment: Tom Thetford *

Staff Business

Call on Councilmembers

Executive Session

**These items have been added or revised from the materials previously distributed in the packets for the July 6, 2015 Work Session.*

Marysville City Council Meeting**July 13, 2015****7:00 p.m.****City Hall**

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

Adjourn

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

**These items have been added or revised from the materials previously distributed in the packets for the July 6, 2015 Work Session.*

Index #1

*DRAFT*COUNCILMINUTES**Regular Meeting***June 1, 2015***Call to Order / Pledge of Allegiance**

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

Roll Call

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

Mayor: Jon Nehring

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

Absent: Jeff Vaughan

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney John Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Higdahl.

Motion made by Councilmember Stevens, seconded by Councilmember Muller, to excuse Councilmember Vaughan from the meeting. **Motion** passed unanimously (6-0).

Mayor Nehring expressed appreciation for Councilmember Vaughan chairing the meeting last week.

Approval of the Agenda

Motion made by Councilmember Muller, seconded by Councilmember Norton, to approve the agenda. **Motion** passed unanimously (6-0).

Motion made by Councilmember Muller, seconded by Councilmember Toyer, to waive the normal Council Work Session rules to allow a vote on item number 8. **Motion** passed unanimously (6-0).

Committee Reports

None

Presentations

A. Jail/Public Safety Facility Study

CAO Hirashima introduced consultants Nick Colias, the programmer who developed the needs assessment, and Vern Almon, architect with KMD Architects, and reviewed the background on the Jail/Public Safety Facility Study. The consultants were hired to assess future needs based on growth projections and an assessment of the current facility. Their recommendation is build a new jail either at the current site or a new jail. The costs exceed the City's capacity for funding, but staff considers this an important first step in identifying and evaluating operational needs of the City's facilities. Additional analysis must be performed on current operations and contracting options. CAO Hirashima explained that a lot of stakeholders were included in the analysis to make sure this was looked at in a comprehensive manner.

Nick Colias reviewed the planning assumptions which included a 20-year planning horizon, a 90-day facility, housing of Marysville prisoners only, and renovation of the jail to ACA standards. He explained they developed two planning options:

- Conservative model – recent ADP per capita rate remains unchanged; continued significant reliance on contracted beds
- Aggressive Model - assumes 40% increase in booking rates; longer average length of stay; contract only for medical/special needs prisoners

The Facilities Assessment showed that the facility does not conform to American Correctional Association Standards and has inadequate security, poor functionality, and internal circulation. It is very old, inefficient, and crowded. They are planning for a 37% increase in population over the next 20 years. Mr. Colias summarized that there will be a related need for increased police staff throughout the City.

Vern Almon commented on the need to increase space for police officers as well as prisoners. He reviewed the Alternative B Concept which would renovate and expand existing public safety building. This results in a very crowded facility, but has a very efficient design.

Alternative A to build a new facility on a new piece of property would be about \$48 million plus any land acquisition costs. Alternative B would be about \$39 million plus the cost of another 1.4 acres which would need to be acquired for parking.

Councilmember Muller asked what portion of the costs for Alternative B would be for remodel and for new construction. Mr. Almon did not have that information available, but thought it was about \$10,000 for the police remodel and about \$17,000 for the new construction.

Councilmember Muller asked if a cost benefit analysis had been done on this. Chief Smith explained there are complications due to the length of stay as well as other special needs. There will always be a portion of the jail population that the City will need to send out. The City

will continue to look at the cost-benefit analysis. CAO Hirashima noted that under the current projection they would be building in capacity for the future needs of the City, but until the City needs all the space they would be able to house other cities' inmates. The City needs to evaluate the contract situation.

Mayor Nehring commented that the costs are shocking. He wondered if there were any other options that were less expensive. Mr. Colias replied they could develop other options that would be downsized as well as options that could be phased in over time. He discussed possible scenarios. He noted that another possibility would be for the Council to give the consultants a number to work with. Mayor Nehring asked if there is anything that could be cut out of the internal part of the facility to make it less plush. CAO Hirashima commented that staff realizes they need to go back through and make difficult decisions. Chief Smith added that the staff is going through the process of determining what they really need. This study provides a good footprint and a platform from which to move forward. There was discussion about possible ways this could be phased in. CAO Hirashima thought that the housing design was one thing that staff felt would be beneficial.

Councilmember Wright asked if the first thing they need to do has been identified. CAO Hirashima stated it has not been identified, but she thought it was the housing. Mr. Colias commented on the cost of doing nothing. Mr. Almon noted that the roof shouldn't be replaced unless it was a big renovation or if it is leaking.

Mayor Nehring recommended that the City explore the options and review contracts with other cities. He spoke to the importance of taking care of Marysville's needs regarding inmates before providing services to other cities.

Councilmember Stevens asked if the lot on the north corner of the public safety building belongs to the City. CAO Hirashima replied that it does not. Councilmember Stevens commented on the value of seeing what the return on investment of housing inmates in Marysville over the next twenty years is. Chief Smith thought this was a great question. He agreed that there are many things that the City needs to look at in order to make a decision.

Discussion Items

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

1. Approval of the May 11, 2015 City Council Special Meeting Minutes
2. Approval of the May 11, 2015 City Council Meeting Minutes

Consent

3. Approval of the May 13, 2015 Claims in the Amount of \$924,192.70; Paid by Check Numbers 99982 through 100143 with Check Number 88243 Voided
4. Approval of the May 20, 2015 Claims in the Amount of \$336,230.74; Paid by Check Numbers 100144 through 100300 with Check No. 99974 Voided
5. Approve the May 27, 2015 Claims in the Amount of \$1,827,963.39; Paid by Check Numbers 100301 through 100453 with Check Number 100266 Voided
6. Approval of the May 20, 2015 Payroll in the Amount \$912,950.53; Paid by Check Numbers 28874 through 28921

Review Bids

7. Consider the 67th Avenue NE Overlay Project to Lakeside Industries in the Amount of \$519,878.50 Including Washington State Sales Tax and Approve a Management Reserve of \$50,000.00 for a Total Allocation of \$569,878.50

Director Nielsen explained that this is for an overlay project which will be paid for with almost \$500,000 of federal money. Staff is excited to get going on this.

Public Hearings**Action Item**

8. Consider an Ordinance of the City of Marysville Granting a Franchise to Wavedivision I, LLC to Operate a Cable Television System in City Rights-of-Way

City Attorney Walker explained staff is asking Council for another two-month extension prior to considering a formal contract.

Motion made by Councilmember Toyer, seconded by Councilmember Muller, to approve another two-month extension with Wavedivision 1, LLC. **Motion** passed unanimously (6-0).

New Business

9. Consider the Application for Marysville Downtown Merchants Association to Conduct a Special Event on July 11, 2015, including the Street Closure of 3rd Street between State Avenue and Union Avenue, as well as Columbia Avenue between 2nd Street and Halfway Down 3rd Street, as Requested by the Applicant

CAO Hirashima stated this is for the annual downtown rods event which has been a successful event in the past.

10. Consider the Professional Services Agreement Supplemental No. 1 for a No Cost Time Extension with HDR Engineering

Director Nielsen stated this is a no cost time extension for the PSA with HDR Engineering. He announced that the IJR should be approved and signed off this week. Staff will be bringing a supplemental agreement for final design so some of the work can be started in 2017 but the bulk of it won't be done until 2019-20.

11. Consider the Wire-Line License for Installation of Communications Cable beneath Tracks from Burlington Northern Santa Fe Railway Company in the Amount of \$15,570.00 including a \$920.00 Fee for Coverage under BNSF's Railroad Protective Liability Insurance

Director Nielsen explained that this would provide wire line under the rail line.

12. Consider the Wire-Line License for Installation of Electrical Conductors beneath Tracks from Burlington Northern Santa Fe Railway Company in the Amount of \$15,570.00 including a \$920.00 Fee for Coverage under BNSF's Railroad Protective Liability Insurance

Director Nielsen explained that this also would provide wire line under the rail line.

13. Consider the Greater Marysville Tulalip Chamber of Commerce Agreement

CAO Hirashima presented the Chamber Services Agreement which would provide for the delivery of the funds to the Chamber as discussed at the last meeting. She asked for Council input on performance measures to be included.

Councilmember Muller said he'd like to see an expansion on the website performance measurements beyond just hits.

Councilmember Toyer asked if the Chamber ever provided a website proposal from Chamber Master. CAO Hirashima replied that the Chamber had shared it at the meeting.

Councilmember Seibert referred to Roman Numeral 5 and recommended striking "per year" since the Council doesn't want this to be an annual occurrence.

Legal

Mayor's Business

- Thanks to Councilmember Vaughan for running the meeting last week.
- Thanks to Councilmember Muller for attending the AWC Large City meeting.
- He invited Council to attend the Volunteer Appreciation Dinner this Wednesday at 5 p.m. at the Baxter Center.
- Healthy Communities Challenge Day will be held on Saturday at 10:00 a.m.

- He announced that the Industrial Tax Incentive Bill finally passed the House and the Senate. Thanks to Council and staff for their persistence on this over the past several years.

Staff Business

Chief Smith:

- The process of going over the Public Safety building was entertaining. One of the constant themes of their conversations was the need to reduce costs for the jail remodel/expansion. It was a good exercise to go through.
- Crime is down. He will discuss this more later.
- Councilmember Muller noted there is some encampment activity near the freeway near Haggen's. Chief Smith stated that police are aware of it and are about to take action.
- New World System is moved back because when they tested the system there was some lagging at extremely high call volume levels.

Sandy Langdon had no comments.

Kevin Nielsen:

- The Freight Mobility Strategic Investment Board was here last Friday. They are the group that Marysville received \$5 million from for the 529/I-5 project.
- Thanks to Adam for managing the jail project.
- The spray park opened and was packed over the weekend. Staff is putting up restricted parking signs and building a new parking lot to accommodate the visitors and businesses in the area.

Gloria Hirashima:

- She commented that the jail discussion is an important one. The costs will need to be figured out. The facility ideas are good ones. Thanks to Adam for managing the consultant contract and to Chief Smith and his department for their input as well.
- She was very excited about the passage of the bill. She commended Mayor Nehring's persistence and work on this. She was very pleased that very little had been changed from the original bill which she drafted.

Call on Councilmembers

Rob Toyer asked about following up on other jail proposals throughout the state. CAO Hirashima said staff would follow up.

Jeff Seibert asked for more information about the City's bonding capability for the jail. It also would be nice to see what the payback would be. For example, what would going to a pod style save the City per year? Chief Smith explained that the pod style would allow the police staffing to be more minimal than they would need under their current layout.

Donna Wright:

- She appreciated the presentation. She agrees this is something they need to figure out and move forward with.
- She has heard complaints about congestion at the post office. Director Nielsen explained this is an ongoing issue.
- She is available to attend the audit entrance meeting.

Michael Stevens:

- Congratulations on the bill.
- The presentation was interesting, but it was too bad the consultants didn't show an option that might work.

Kamille Norton:

- She agreed that it would have been nice to see more options with the presentation, but thought it was interesting anyway.
- She asked if the City currently has to turn away people from the jail. Chief Smith explained that it does happen. CAO Hirashima commented that one of the reasons is the beds that are reserved for other cities. This is one reason why the City might need to reconsider those contracts with other cities in order to make sure that Marysville's needs are met.
- She asked about including educational information about legal and illegal fireworks with utility bills. Chief Smith thought this was a good idea and recommended sending the information that was sent last year plus the flyer that Ms. Gower had provided.

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:53 p.m.

Approved this _____ day of _____, 2015.

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Update
Index #2

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of the Agenda	Approved
Committee Reports	
Presentations	
City Website Update	Presented
Audience Participation	
Approval of Minutes	
Approval of the May 11, 2015 City Council Special Meeting Minutes	Approved
Approval of the May 11, 2015 City Council Meeting Minutes	Approved
Consent Agenda	
Consider Approval of the May 13, 2015 Claims in the Amount of \$924,192.70; Paid by Check Numbers 99982 through 100143 with Check Number 88243 Voided	Approved
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Consider Approving the Professional Services Agreement Supplemental No. 1 for a No Cost Time Extension with HDR Engineering	Approved
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Review Bids	
Consider Awarding the 67th Avenue NE Overlay Project to Lakeside Industries in the Amount of \$519,878.50 Including Washington State Sales Tax and Approve a Management Reserve of \$50,000.00 for a Total Allocation of \$569,878.50	Approved
Public Hearings	
New Business	
Consider the Greater Marysville Tulalip Chamber of Commerce Agreement	Approved

Consider the Maintenance Agreement for the SR9/84th Street Roundabout with the Washington State Department of Transportation	Approved
Mayor's Business	
Staff Business	
Call on Councilmembers	
Adjournment	8:25 p.m.

COUNCIL*DRAFT*
MINUTES**Regular Meeting**

June 8, 2015

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Judi Johnston from Jake's House gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

Roll Call

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

Mayor: Jon Nehring

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

Absent: None

Also Present: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Chief Rick Smith, City Attorney John Walker, Public Works Superintendent Doug Bye, Parks and Recreation Director Jim Ballew, Community/Media Relations Officer Bronlea Mishler, and Recording Secretary Laurie Hugdahl.

Approval of the Agenda

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

Committee Reports

None

Presentations**A. City Website Update**

Bronlea Mishler, Community/Media Relations Officer, gave an update on the upgrades to the city website including a new platform, new home page and interior pages, improved user experience, new color scheme, content update, and data-driven content placement.

Councilmember Toyer asked if the information for updates goes through her. Ms. Mishler explained a lot of it goes through her, but some of the departments do their own work.

Councilmember Muller asked if there is a consistent layout on the new update. Ms. Mishler replied that there is. She commented that a lot of cities and counties across the state use the Civic Plus platform.

Councilmember Vaughan asked about the process for content creation. Ms. Mishler explained that each person has a different level of permissions. Councilmember Vaughan asked if there is any kind of site monitoring in case the site goes down. Ms. Mishler replied that Civic Plus will send a notification if there are any issues. Councilmember Vaughan asked about some of the analytics. Ms. Mishler explained that there were 120,000 unique views in a 15-month period. Of those, 45,000 were by smart phone. 14,000 people have visited by tablet. The average visit time is about three minutes, and 42% of people leave after visiting one page. 87% of the referrals to the website are from Facebook and 11% from Twitter. About 300 people are signed up for email subscriptions. Councilmember Vaughan asked about simplifying the access to Council agendas, packets, and minutes. Ms. Mishler indicated this could be done with the upgrade. Councilmember Vaughan noted it would be nice if all of those documents could all be accessed on the same site and not have to be transferred to a different site. Councilmember Vaughan also asked about having current events listings across all the pages. Ms. Mishler said she could look into that.

Audience Participation

None

Approval of Minutes (Written Comment Only Accepted from Audience.)**1. Approval of the May 11, 2015 City Council Special Meeting Minutes**

Motion made by Councilmember Wright, seconded by Councilmember Stevens, to approve the May 11, 2015 City Council Special Meeting Minutes. **Motion** passed unanimously (7-0).

2. Approval of the May 11, 2015 City Council Meeting Minutes

Motion made by Councilmember Stevens, seconded by Councilmember Wright, to approve the May 11, 2015 City Council Meeting Minutes. **Motion** passed unanimously (7-0).

Consent

3. Consider Approval of the May 13, 2015 Claims in the Amount of \$924,192.70; Paid by Check Numbers 99982 through 100143 with Check Number 88243 Voided
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Motion made by Councilmember Vaughan, seconded by Councilmember Muller, to approve Consent Agenda items 3, 4, 5, 6, 9, 10, 11, and 12. **Motion** passed unanimously (7-0).

Review Bids

7. Consider Awarding the 67th Avenue NE Overlay Project to Lakeside Industries in the Amount of \$519,878.50 Including Washington State Sales Tax and Approve a Management Reserve of \$50,000.00 for a Total Allocation of \$569,878.50

Motion made by Councilmember Muller, seconded by Councilmember Norton, to authorize the Mayor to sign and execute the contract for the 67th Avenue NE Overlay Project with Lakeside Industries in the Amount of \$519,878.50 Including Washington State Sales Tax and Approve a Management Reserve of \$50,000.00 for a Total Allocation of \$569,878.50. **Motion** passed unanimously (7-0).

Public Hearings**New Business**

13. Consider the Greater Marysville Tulalip Chamber of Commerce Agreement

CAO Hirashima reviewed changes to the agreement including:

- The name of the president was updated.
- “Per year” was taken out of the payment section.
- Website analytics report benchmarking was added to the Scope of Work.

Councilmember Norton referred to number 5 under Scope of Work and asked if they might want to be more specific about the frequency of meetings. Mayor Nehring commented that he has a standing monthly meeting with the Chair of the Chamber. CAO Hirashima added that the City is represented on the Board of Directors in an *ex officio* slot so she represents the City in that position. Councilmember Muller spoke in support of quarterly updates from the Chamber at Council meetings. Councilmember Vaughan pointed out that the term of the agreement is only from June through September so it’s not really relevant. There was consensus to keep it the way it is.

Councilmember Toyer asked how often the Economic Development Committee meetings occur. Mayor Nehring replied that currently that time slot is taken up with RFA meetings but before that they met every couple months or so.

Councilmember Vaughan commented that if it is the Council’s desire to have more frequent meetings that could be included in the Agreement.

CAO Hirashima thought that the Chamber would be happy to meet regularly with the Council. She noted that she could send a letter to the Chamber letting them know that is the Council’s desire and that they would be invited quarterly to come to Council meetings.

DRAFT

Motion made by Councilmember Wright, seconded by Councilmember Muller, to authorize the Mayor to sign the Chamber Service Agreement as printed followed by a letter to set up regular meetings.

Councilmember Vaughan referred to Scope of Work and pointed out it is not likely that there will really be any sort of performance improvements in the website in that short of a time. It would really take at least six months. He thought that the best measure of whether the website is sufficient is whether the directory is accessible and things like that.

He then asked if there has been any kind of quote on the upgrade to the website. CAO Hirashima replied it was \$10,000 from Chamber Master. Councilmember Vaughan asked if there is an employment contract or letter regarding the intern. CAO Hirashima thought that the Chamber had not extended an offer yet because it is contingent on funding. Councilmember Vaughan asked if it would be more appropriate to reimburse the expenses in order to demonstrate that the money is being used in the manner the City is expecting. He would like to see a copy of the hire letter or the employment agreement. He thinks it would make things cleaner in the future. Finally, he referred to the Scope of Work and asked if it would be better to have it focus more on just the City of Marysville instead of the Marysville Tulalip greater area.

Councilmember Seibert asked why the agreement was written for only three months. CAO Hirashima explained it is because the Chamber had indicated all of the scope of work would be completed by then. Also, the Chamber had indicated they would be returning in the fall to request the remainder of the funds.

Councilmember Muller spoke in support of releasing \$10,000 now and \$10,000 upon submittal of an employment contract.

Councilmember Wright accepted Councilmember Muller's friendly amendment to pay the contractor \$10,000 upon execution of this agreement and \$10,000 upon submittal of a hire letter or employment contract.

Amended Motion¹ passed 4-1 with Councilmember Seibert voting against the motion and Councilmember Toyer abstaining.

14. Consider the Maintenance Agreement for the SR9/84th Street Roundabout with the Washington State Department of Transportation

Parks and Recreation Director Ballew reviewed this item noting the original agreement had two signs and this only has one.

Councilmember Norton asked when this would be installed. Director Ballew replied construction would be starting this week.

¹ Motion passed 5-1 with a visual count, and Councilmember Seibert voted against the motion and Councilmember Toyer abstained.

Councilmember Seibert asked if a traffic plan has been submitted. Director Ballew noted it would be submitted once the installation is scheduled. Councilmember Seibert recommended getting that submitted as soon as possible.

Motion made by Councilmember Seibert, seconded by Councilmember Toyer, to approve the Maintenance Agreement for the SR9/84th Street Roundabout with the Washington State Department of Transportation and authorize the Mayor to sign the agreement. **Motion** passed unanimously (7-0).

Legal

Mayor's Business

- Thanks everyone for attending and helping with the volunteer appreciation event.
- Sunday service is coming back with Community Transit, and everyone is happy about that. All the routes have been retained as they are.
- Healthy Communities Challenge Day was another great event.
- Bronlea Mishler set up the first social media coffee klatch tonight before the meeting. It was a lot of fun. There were some well thought out questions. The City is looking for new avenues to interact with the public.
- The bill signing for 5761 is this Wednesday. Mayor Nehring asked council members to let him know if they are interested in attending.

Staff Business

Chief Smith:

- Public Safety Committee will meet in June.
- Great job to Jim Ballew on Challenge Day.
- There was a major arrest at a construction theft ring.
- Crime stats as of May are down in the SODA area by 38% with zero burglaries in that area for either commercial or residential. Also there were no vehicle prowls and no robberies. He commended the City's effort on that. Citywide crime is continuing to trend down under 2014 levels. Burglaries, prowls, and assaults are dramatically down citywide. There has been an increase in graffiti over the last month and a half, but police are actively working on that.
- He went to talk at the Law and Justice Committee Meeting last week and noted that East County and South County are also looking at putting together a regional crime unit because it has been so effective in this area.
- Police are working with the Lakewood Crossing area.
- Mayor Nehring noted that there are a number of things in the jail proposal that the City will be able to use such as the studies on the stability of the building and the engineering. They plan to take the parts that are useful and scale it back to something that is more workable. Chief Smith agreed and added that it will be a good starting point even though the scale of the facility is not what the City needs

at this point. Mayor Nehring noted that staff had talked about taking this through a couple committees too as it is being pared back.

Sandy Langdon reported that the entrance audit conference was held last week. The auditors will be focusing on payroll, purchasing, and bid processes. They are scheduled to be done the end of June.

Jon Walker stated he will be bringing a draft ordinance clarifying that people can't possess fireworks in City parks on the 22nd of June.

Doug Hyde had no comments.

Jim Ballew:

- It was a great Challenge Day Event. Thanks to Kamille Norton for spending the day with them. They had great attendance, 73 vendors, and really warm weather.
- He commended Mike Robinson for facilitating about 40 volunteers for working with Windermere at the last minute on some beautification efforts throughout the City.
- The spray park is in full swing and hugely attended. One hour parking signage will go up on 6th in front of local businesses to address parking challenges the businesses are facing. There will be additional parking on Delta and 5th by the end of the month. Councilmember Muller asked if the number of handicapped spots at the park would be increased once the new parking is done. Director Ballew replied that they would.
- Strawberry Festival is coming up. A lot of activities are starting next week.
- Summer activities will be starting soon as school is out.
- Tara Mizell is working on an October 24 event. He commended her on her efforts.

Gloria Hirashima:

- Great job to Parks on all of the summer activities that are kicking off. Jim Ballew gave an excellent presentation to the Chamber highlighting upcoming summer activities.
- There will be a lunchtime learning event for the supervisor management group on Thursday. It will be a debrief of MPHS emergency management activities that occurred last fall. Council is welcome to attend.
- With the upcoming Strawberry Festival there will be monitoring and notice prohibiting public seating on the sidewalks prior to 5 p.m. Friday.
- Staff is getting monthly reports from Premier on the Gold course. They will be coming to the next meeting to give an overview.
- Staff is starting the process of getting fireworks information out to the press within the next week and preparing the public for what's legal and not legal. The police are working on an education citation complaint campaign to address fireworks complaints. Chief Smith explained a written warning system that will be implemented.

- She assured the Council that staff will be bringing the jail issue back through the committees with some ideas on how it could be implemented. She is confident the process will yield a positive result for a facility for the future.

Call on Councilmembers

Kamille Norton:

- She is glad to hear about the increased education efforts regarding fireworks.
- Regarding prohibiting setting up the chairs before the parade, she asked if it includes people who show up early and actually sit in the chairs. Jim Ballew commented they could show up at 5:00 on Friday, but not earlier.
- She congratulated Jim Ballew and the Parks Department for a great job on Healthy Communities Challenge Day.

Steve Muller:

- The volunteer appreciation event was awesome.
- The spray park looks really nice and clean. He asked if there are still bathroom issues down there. Jim Ballew commented that there are some in the morning.
- He also likes the written warning approach regarding fireworks.
- 60th and Parkside Manor looks good. Sunnyside will look good too when it is done.

Rob Toyer had no comments.

Michael Stevens commented that the Challenge Day fell on the same weekend as the Washington Fire commissioners Conference so he was unable to attend.

Jeff Seibert:

- He asked about the date for paving on Sunnyside. Doug Byde thought it would be in mid-July.
- He asked about a date for the tour of the Spada Lake complex. Doug Byde stated it would be on July 10. They will be meeting at 11:30 at Public works.

Donna Wright stated she will not be at the June 22 Council Meeting because of AWC.

Jeff Vaughan:

- He thanked the Council for the excused absence last week.
- He commended Worth Norton on the backup Wi-Fi and computer power after the power went out.

Adjournment

Seeing no further business Mayor Nehring adjourned the meeting at 8:25 p.m.

Approved this _____ day of _____, 2015.

DRAFT

Mayor
Jon Nehring

April O'Brien
Deputy City Clerk

Index #3

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the June 19, 2015 payroll in the amount \$1,053,646.56 Check No.'s 28976 through 29026.

COUNCIL ACTION:

Index #4

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **June 17, 2015** claims in the amount of **\$1,124,491.95** paid by **Check No.'s 100738 through 100902 with Check No. 88540 voided.**

COUNCIL ACTION:

CLAIMS
FOR
PERIOD-6

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 **\$1,124,491.95 PAID BY CHECK NO.'S 100738 THROUGH 100902 WITH CHECK NO. 88540 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Cipil O'Brien

AUDITING OFFICER

6/17/15

DATE

MAYOR

DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **13th DAY OF JULY 2015.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/11/2015 TO 6/17/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100738	MARYSVILLE FIRE DIST MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	194,968.75
100739	PREMIER GOLF CENTERS	MANAGEMENT SERVICE-GOLF COURSE	FIRE-GENL	586,791.83
100740	REVENUE, DEPT OF	SALES & USE TAXES-MAY 2015	PRO-SHOP	8,000.00
	REVENUE, DEPT OF		CITY CLERK	0.04
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	1.87
	REVENUE, DEPT OF		INFORMATION SERVICES	2.19
	REVENUE, DEPT OF		POLICE ADMINISTRATION	28.84
	REVENUE, DEPT OF		RECREATION SERVICES	31.95
	REVENUE, DEPT OF		GENERAL FUND	108.89
	REVENUE, DEPT OF		WATER/SEWER OPERATION	274.63
	REVENUE, DEPT OF		CITY STREETS	322.52
	REVENUE, DEPT OF		ER&R	401.06
	REVENUE, DEPT OF		PRO-SHOP	586.51
	REVENUE, DEPT OF		STORM DRAINAGE	4,834.76
	REVENUE, DEPT OF		GOLF COURSE	11,032.03
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	13,113.50
	REVENUE, DEPT OF		UTIL ADMIN	54,265.26
100741	ABOU-ZAKI, KAMAL	INTERPRETER SERVICES	COURTS	150.00
100742	AFTS	REMITTANCE PROCESSING	UTILITY BILLING	683.89
	AFTS	BILL PRINTING SERVICES	UTILITY BILLING	8,523.21
100743	ALBERTSONS	HEAT-RELATED SUPPLIES	PARK & RECREATION FAC	69.40
100744	ASSOC EARTH SCIENCES ASSOC EARTH SCIENCES	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-13.30
100745	BAKER, DARCY	JURY DUTY	WATER/SEWER OPERATION	1,150.00
100746	BERGER/ABAM ENGR	PROFESSIONAL SERVICES	COURTS	14.60
100747	BERTRAIN, ANDREW	JURY DUTY	GMA - STREET	1,818.10
100748	BICKFORD FORD BICKFORD FORD BICKFORD FORD	CORE REFUND SENSOR CALIPERS W/CORE CHARGE	COURTS	15.75
100749	BLACK ROCK CABLE INC	I-NET LEASE	EQUIPMENT RENTAL	-108.80
100750	BLACKER, DON	UB 761516000000 7032 65TH ST N	EQUIPMENT RENTAL	79.98
100751	BRADFORD, RICHARD G	UB 761283650000 6016 83RD AVE	EQUIPMENT RENTAL	287.11
100752	BRANOM INSTRUMENT CO	CABLE	CENTRAL SERVICES	536.93
100753	BRENAN, TIMOTHY	UB 980490900000 4909 61ST DR N	WATER/SEWER OPERATION	246.39
100754	BRIDGEMAN, GEORGE BRIDGEMAN, GEORGE	REFUND RENTAL FEES	WATER/SEWER OPERATION	25.73
100755	BROWN, DAVE OR DONNA	UB 849000626000 7623 63RD DR N	SOURCE OF SUPPLY	54.40
100756	BUCHER, DONALD & JA	UB 985108000001 5108 60TH AVE	WATER/SEWER OPERATION	61.41
100757	BUMA, VAL	REFUND CLASS FEES	PARKS-RECREATION	50.00
100758	BURLEY, STEVE	JURY DUTY	GENERAL FUND	100.00
100759	BURNEY, LISA BURNEY, LISA	RENTAL DEPOSIT REFUND	WATER/SEWER OPERATION	1.39
100760	BURNS, MIKAYLA		WATER/SEWER OPERATION	242.64
100761	BURRESON, DAVID	UB 241213056000 12130 56TH DR	PARKS-RECREATION	100.00
100762	BUSH,MARTINE MARQUIS	JURY DUTY	COURTS	16.90
100763	BYINGTON, SANDY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
100764	CALLAHAN, KALEB	REIMBURSE MEAL	GENERAL FUND	100.00
100765	CAMPBELL, KAREN	RENTAL DEPOSIT REFUND	WATER/SEWER OPERATION	23.67
100766	CAPEROON, DEVIN	WATER/SEWER CONSERVATION REBAT	COURTS	18.05
100767	CARRS ACE	PADLOCKS	GENERAL FUND	200.00
100768	CHANDLEE, BRENDA	JURY DUTY	TRAINING	15.00
100769	CHAPUT, KATHERINE		PARKS-RECREATION	100.00
			UTIL ADMIN	50.00
			ER&R	348.27
			COURTS	21.50
			COURTS	21.50

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/11/2015 TO 6/17/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100770	CHAVIRA, KATE	JURY DUTY	COURTS	15.75
100771	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,130.57
100772	CITIES & TOWNS	SCC DINNER (2)	CITY COUNCIL	70.00
100773	CIVICPLUS	REDESIGN SET UP FEE	EXECUTIVE ADMIN	6,767.36
100774	COLLIER, REBECCA	REFUND CLASS FEES	PARKS-RECREATION	40.00
100775	COMPASS HEALTH	2 SEMINARS	EXECUTIVE ADMIN	539.00
100776	CONDERMAN IV, JOHN	UB 761282400001 6018 76TH AVE	WATER/SEWER OPERATION	8.65
100777	CONSOLIDATED PRESS	CITY SCENE NEWSLETTER	UTILITY BILLING	2,175.59
100778	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
100779	CONWAY, MARNI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
100780	COOP SUPPLY	CREDIT COUPLING	ROADSIDE VEGETATION	-3.20
	COOP SUPPLY	SLUG BAIT	PARK & RECREATION FAC	8.15
	COOP SUPPLY	POND MAINTENANCE TOOLS	SEWER MAIN COLLECTION	47.30
	COOP SUPPLY		STORM DRAINAGE	47.31
	COOP SUPPLY	HOSES AND COUPLINGS	ROADSIDE VEGETATION	175.45
100781	COOPER, HEATHER	INSTRUCTOR SERVICES	COMMUNITY CENTER	391.00
100782	CORPORATE OFFICE SPL	OFFICE SUPPLIES	UTIL ADMIN	205.54
100783	CRAWFORD, JAMIE	JURY DUTY	COURTS	27.25
100784	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	DB SECURE SHRED		EXECUTIVE ADMIN	11.20
100785	E&E LUMBER	FASTENERS, BIT AND COVER	PARK & RECREATION FAC	6.81
	E&E LUMBER	BRACES	PARK & RECREATION FAC	15.21
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	16.49
	E&E LUMBER		ROADWAY MAINTENANCE	17.73
	E&E LUMBER	FASTENERS AND BIT	PARK & RECREATION FAC	17.96
	E&E LUMBER	HARDWARE	COMMUNITY DEVELOPMENT-	18.57
	E&E LUMBER	FASTENERS, BRACES AND RODS	PARK & RECREATION FAC	18.95
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	20.63
	E&E LUMBER	HARDWARE	ROADSIDE VEGETATION	23.76
	E&E LUMBER	SPRAY	PARK & RECREATION FAC	25.02
	E&E LUMBER	TAPE AND BOTTLES	PARK & RECREATION FAC	28.79
	E&E LUMBER	SPRAY PAINT	PARK & RECREATION FAC	29.20
	E&E LUMBER	HARDWARE AND ORGANIZER	PARK & RECREATION FAC	65.21
	E&E LUMBER	TROWELS	PARK & RECREATION FAC	95.90
100786	EAGLE FENCE	REPAIR FENCE	ROADWAY MAINTENANCE	1,142.40
100787	EMERALD HILLS	COFFEE SUPPLIES	BAXTER CENTER APPRE	68.12
100788	ENGFER, MAX	UB 651449275001 10230 59TH DR	WATER/SEWER OPERATION	4.18
100789	EWING IRRIGATION	FERTILIZER	PARK & RECREATION FAC	1,480.40
100790	FOOTJOY	GOLF SHOES	GOLF COURSE	110.73
	FOOTJOY	PANTS	GOLF COURSE	123.85
100791	FRED PRYOR SEMINARS	TRAINING-HERZOG	COMMUNITY DEVELOPMENT-	49.00
	FRED PRYOR SEMINARS		COMMUNITY DEVELOPMENT-	79.00
100792	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.85
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.85
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.85
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.85
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.85
	FRONTIER COMMUNICATI		CITY CLERK	15.70
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	15.70
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	15.70
	FRONTIER COMMUNICATI		YOUTH SERVICES	23.55
	FRONTIER COMMUNICATI		LEGAL-GENL	23.55

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/11/2015 TO 6/17/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100792	FRONTIER COMMUNICATI	PHONE CHARGES	PERSONNEL ADMINISTRATIOI	23.55
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	27.96
	FRONTIER COMMUNICATI	ACCT #36065894930725005	POLICE INVESTIGATION	28.75
	FRONTIER COMMUNICATI		RECREATION SERVICES	28.75
	FRONTIER COMMUNICATI	PHONE CHARGES	FINANCE-GENL	39.24
	FRONTIER COMMUNICATI		RECREATION SERVICES	39.24
	FRONTIER COMMUNICATI		STORM DRAINAGE	39.24
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	47.09
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	47.09
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	47.09
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	50.34
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	51.57
	FRONTIER COMMUNICATI	ACCT# 36065770750721145	POLICE PATROL	51.74
	FRONTIER COMMUNICATI	PHONE CHARGES	COMPUTER SERVICES	54.90
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	62.79
	FRONTIER COMMUNICATI		UTILITY BILLING	62.79
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	62.79
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIOI	67.31
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	70.64
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	70.64
	FRONTIER COMMUNICATI		ENGR-GENL	78.49
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	78.49
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	78.49
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	94.18
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	102.03
	FRONTIER COMMUNICATI		UTIL ADMIN	149.12
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	180.52
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	232.63
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	337.49
100793	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.03
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.03
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.08
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	0.32
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.61
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	0.84
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.86
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.90
	FRONTIER COMMUNICATI		ANIMAL CONTROL	1.12
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	1.14
	FRONTIER COMMUNICATI		CITY CLERK	1.28
	FRONTIER COMMUNICATI		STORM DRAINAGE	1.62
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	3.10
	FRONTIER COMMUNICATI		COMMUNITY CENTER	3.30
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	3.72
	FRONTIER COMMUNICATI		FINANCE-GENL	4.29
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	5.90
	FRONTIER COMMUNICATI		LEGAL-GENL	6.47
	FRONTIER COMMUNICATI		ENGR-GENL	8.26
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	8.31
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	8.42
	FRONTIER COMMUNICATI		COMPUTER SERVICES	9.00
	FRONTIER COMMUNICATI		UTIL ADMIN	9.48

**CITY OF MARYSVILLE
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 FOR INVOICES FROM 6/11/2015 TO 6/17/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100793	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	POLICE INVESTIGATION	9.86
	FRONTIER COMMUNICATI		UTILITY BILLING	10.31
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	10.63
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	10.87
	FRONTIER COMMUNICATI		POLICE PATROL	13.61
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	14.49
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	15.54
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	36.26
100794	GFOA	GAAFR REVIEW NEWSLETTER	FINANCE-GENL	50.00
	GFOA	CAFR REVIEW & AWARD	FINANCE-GENL	505.00
100795	GILLINGS, FRED	REIMBURSE ROBE CLEANING COSTS	MUNICIPAL COURTS	29.27
100796	GOVCONNECTION INC	WEB FLEX RENEWAL	COMPUTER SERVICES	665.20
	GOVCONNECTION INC	NEW WORLD BARCODE READER	TRIBAL GAMING-GENL	1,864.32
100797	GRAINGER	STORAGE RACK	WATER CROSS CNTL	251.31
100798	GREENHAUS PORTABLE	PORTABLE RENTALS	RECREATION SERVICES	242.00
	GREENHAUS PORTABLE		RECREATION SERVICES	484.00
	GREENHAUS PORTABLE		PARK & RECREATION FAC	579.02
100799	GREENSHIELDS	BENCH GRINDER AND WIRE WHEEL	WATER DIST MAINS	315.59
100800	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
100801	GUINN, CINDY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
100802	GUY, KRISTIE	REIMBURSE MILEAGE/REG FEES/PAR	PERSONNEL ADMINISTRATIO	117.10
100803	HASKINS, FREDERICK	UB 985003000001 5003 61ST DR N	WATER/SEWER OPERATION	31.36
100804	HD FOWLER COMPANY	RETURN IRRIGATION PARTS	PARK & RECREATION FAC	-279.20
	HD FOWLER COMPANY	SPRINKLERS	PARK & RECREATION FAC	106.45
	HD FOWLER COMPANY	IRRIGATION PARTS	PARK & RECREATION FAC	434.54
100805	HECHT, JUDI	REFUND CLASS FEES	PARKS-RECREATION	85.00
100806	HEIDBREDER, ANDREW P	UB 042520000001 6322 95TH PL N	WATER/SEWER OPERATION	133.44
100807	HILKER, BRET	JURY DUTY	COURTS	18.62
100808	HILLSIDE CHURCH	MEETING ROOM	EXECUTIVE ADMIN	20.00
100809	HOLMES, SHERLYN	REFUND CLASS FEES	PARKS-RECREATION	28.00
100810	HULTMAN, ERIK & ANGI	UB 060340000000 5728 92ND PL N	WATER/SEWER OPERATION	29.76
100811	HYINK, JAMES	REFUND CLASS FEES	PARKS-RECREATION	18.75
	HYINK, JAMES		PARKS-RECREATION	39.00
100812	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	162.50
100813	ISS-WONDERWARE	UPGRADE CREDIT	WATER CAPITAL PROJECTS	-3,960.32
	ISS-WONDERWARE	PLATFORM UPGRADE	WATER CAPITAL PROJECTS	5,467.15
	ISS-WONDERWARE	MVSCADA ADDITIONAL LICENSES	WATER CAPITAL PROJECTS	30,654.35
100814	JAMISON, MELISSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
100815	JOHN, NORA	REFUND CLASS FEES	PARKS-RECREATION	4.00
100816	JUDD & BLACK	GAS GRILL DELIVERED AND SET UP	MAINT OF GENL PLANT	841.03
100817	JUSTICE SYSTEMS CORP	VIDEO SECURITY SYSTEM UPGRADE	GENERAL FUND	-271.82
	JUSTICE SYSTEMS CORP		TECHNOLOGY REPLACEMEN	5,890.81
100818	KAR GOR INC	VIDEO REPLACEMENT UPGRADE	TRANSPORTATION MANAGEM	1,088.00
100819	KEMP, BILL	UB 830386000000 7128 67TH DR N	WATER/SEWER OPERATION	234.38
100820	KRAZAN & ASSOCIATES	CONSTRUCTION/INSPECTION/TESTIN	ARTERIAL STREET-GENL	1,260.00
100821	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
100822	LANE, MONICA	UB 890540000000 5225 79TH PL N	WATER/SEWER OPERATION	1.83
100823	LANGUAGE EXCHANGE	INTERPRETER SERVICES	COURTS	198.00
100824	LASTING IMPRESSIONS	VOLUNTEER APPRECIATION GIFTS	EXECUTIVE ADMIN	1,275.57

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/11/2015 TO 6/17/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100825	LAWER, RICHARD	REFUND CLASS FEES	PARKS-RECREATION	40.00
100826	LEGRAND, TONI		PARKS-RECREATION	28.00
100827	LEIGH, SCOTT		PARKS-RECREATION	15.33
100828	LEVCHENKO, INNA		PARKS-RECREATION	40.00
100829	LICENSING, DEPT OF	BARTLETT, JOSEPH (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CAMARDO, SHANNON (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	COPLEY, CYMANTHA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	COX, MARY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DAVIDSON, JAMES (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	EADER, MELINDA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HOLSATHER, KIRA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KOSS, ROGER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LAFFERTY, SCOTT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LAINHART, MARC (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LEE, JOSEPH (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MALCOM, THOMAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MAURER, ALAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	POH, THOMAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SHARP, BRIAN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SHARP, LARRY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SIEKMEIER, TERESA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SKIES JONES, GRANT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	TURNER, DOUGLAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	VANDERCOOK, PHILLIP (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	VIEN, ROBERT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	AGNEW, JOSHUA (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	EPPERSON, SHANE (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	KAUTZMAN, FRANK (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	SWIMM, KIMBERLY (LT RENEWAL)	GENERAL FUND	21.00
100830	LOWES HIW INC	FOLDING TABLES	PUMPING PLANT	68.17
	LOWES HIW INC	BRACKETS AND HOOKS	WATER RESERVOIRS	86.52
100831	LUNDGREN, LAINA	REFUND CLASS FEES	PARKS-RECREATION	12.00
100832	MARTIN, CAROLYN	JURY DUTY	COURTS	21.50
100833	MARTINEZ, GRACE	REFUND CLASS FEES	PARKS-RECREATION	40.00
100834	MARYSVILLE SCHOOL	MITIGATION FEES	SCHOOL MIT FEES	18,076.00
100835	MARYSVILLE, CITY OF	UTILITY SERVICE-17906 43RD AVE	WATER FILTRATION PLANT	55.12
	MARYSVILLE, CITY OF	UTILITY SERVICE-6302 152ND ST	PARK & RECREATION FAC	558.29
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	1,064.67
100836	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES	NON-DEPARTMENTAL	5,499.30
100837	MELINE, MAURICE & JO	UB 840098750000 7613 70TH PL N	WATER/SEWER OPERATION	36.56
100838	MIZELL, TARA	REIMBURSE CONTAINER PURCHASE	COMMUNITY CENTER	42.38
100839	MORAN, TRACI	UB 988277420000 8277 42ND PL N	WATER/SEWER OPERATION	217.86
100840	NEW HORIZON REALTY L	UB 764090000000 6401 64TH PL N	WATER/SEWER OPERATION	21.87
100841	NGUYEN, DUONG D	INTERPRETER SERVICES	COURTS	125.00
	NGUYEN, DUONG D.		COURTS	125.00
100842	NICKOLSON, JEFFREY	JURY DUTY	COURTS	15.75
100843	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	824.00
100844	PAC RIM CODE SERVICE	PLAN REVIEW	COMMUNITY DEVELOPMENT-	1,243.66
100845	PACIFIC NW BUSINESS	TONER	LEGAL-GENL	203.40
100846	PACIFIC TOPSOILS	CEDAR CHIPS	PARK & RECREATION FAC	843.64
100847	PALITZ, JUSTIN	REIMBURSE MEAL	TRAINING	14.11
100848	PALMER, RICHARD	JURY DUTY	COURTS	20.35

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/11/2015 TO 6/17/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100849	PART WORKS INC, THE	BACKFLOW REPAIR PARTS	WATER CROSS CNTL	154.19
100850	PARTS STORE, THE	OIL	EQUIPMENT RENTAL	34.77
	PARTS STORE, THE	AC FLUSH	EQUIPMENT RENTAL	54.93
	PARTS STORE, THE	CONDENSOR, COMPRESSOR, ACCUMUL	EQUIPMENT RENTAL	470.92
100851	PARTSMATER	BLADES, FITTINGS AND BITS	EQUIPMENT RENTAL	509.39
100852	PAYDIRT, LLC	BATTERIES AND CHARGING SYSTEM	WATER DIST MAINS	150.14
100853	PAYFIRST PROPERTIES	UB 091455847000 14558 47TH AVE	WATER/SEWER OPERATION	124.90
100854	PETTY CASH- POLICE	REIMBURSE SUPPLIES/RENTAL/PARK	POLICE PATROL	24.21
	PETTY CASH- POLICE		DETENTION & CORRECTION	24.45
	PETTY CASH- POLICE		POLICE TRAINING-FIREARMS	75.00
100855	PETTY CASH-COMM DEV	REIMBURSE PARKING FEES/POSTAGE	COMMUNITY DEVELOPMENT-	55.44
100856	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF ADMINISTRATION	23.79
	PGC INTERBAY LLC		GOLF ADMINISTRATION	38.00
	PGC INTERBAY LLC		PRO-SHOP	86.52
	PGC INTERBAY LLC		MAINTENANCE	160.28
	PGC INTERBAY LLC		GOLF COURSE	165.00
	PGC INTERBAY LLC		GOLF ADMINISTRATION	200.00
	PGC INTERBAY LLC		MAINTENANCE	256.74
	PGC INTERBAY LLC		GOLF ADMINISTRATION	309.88
	PGC INTERBAY LLC		GOLF ADMINISTRATION	377.02
	PGC INTERBAY LLC		GOLF ADMINISTRATION	585.00
	PGC INTERBAY LLC		MAINTENANCE	822.43
	PGC INTERBAY LLC		MAINTENANCE	1,204.92
	PGC INTERBAY LLC		MAINTENANCE	1,259.76
	PGC INTERBAY LLC		MAINTENANCE	1,315.08
	PGC INTERBAY LLC		MAINTENANCE	1,600.00
	PGC INTERBAY LLC		MAINTENANCE	1,792.40
	PGC INTERBAY LLC		GOLF ADMINISTRATION	2,127.85
	PGC INTERBAY LLC		GOLF ADMINISTRATION	2,396.42
	PGC INTERBAY LLC		MAINTENANCE	2,875.44
	PGC INTERBAY LLC		GOLF COURSE	5,690.50
100857	PILCHUCK RENTALS	OIL	PARK & RECREATION FAC	104.19
100858	PINARD, STUART	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
100859	PLATT ELECTRIC	BULBS	PUBLIC SAFETY BLDG.	14.58
	PLATT ELECTRIC	HARDWARE	SOURCE OF SUPPLY	58.81
	PLATT ELECTRIC	ELECTRICAL SUPPLIES	PARK & RECREATION FAC	86.64
	PLATT ELECTRIC	FLOW DIVERSION SUPPLIES	SOURCE OF SUPPLY	148.07
	PLATT ELECTRIC	CABLES, PRINTER, LABELS, RAIL	WATER QUAL TREATMENT	185.48
	PLATT ELECTRIC	WELL #3 SUPPLIES	SOURCE OF SUPPLY	236.24
	PLATT ELECTRIC	TESTER, TOOLS, CRIMPER AND TAP	TRANSPORTATION MANAGEM	295.22
100860	POSTAL SERVICE	POSTAGE ACCT # 222407	PROBATION	2,000.00
	POSTAL SERVICE		MUNICIPAL COURTS	4,000.00
100861	PROVIDENCE EVERETT M	INMATE MEDICAL CARE	DETENTION & CORRECTION	3,968.73
	PROVIDENCE EVERETT M		DETENTION & CORRECTION	4,003.49
100862	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	15.56
	PUD	ACCT #2021-7786-1	PUMPING PLANT	31.11
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	31.59
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	31.59
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	31.59
	PUD	ACCT #2054-8182-3	MAINTENANCE	31.59
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	32.67
	PUD	ACCT #2200-2050-7	STREET LIGHTING	45.43

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/11/2015 TO 6/17/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100862	PUD	ACCT #2048-2969-1	STREET LIGHTING	47.28
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	49.23
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	52.75
	PUD	ACCT #2035-0002-0	STREET LIGHTING	85.13
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	91.08
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	93.31
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	95.87
	PUD	ACCT #2006-6043-9	STREET LIGHTING	103.59
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	116.19
	PUD	ACCT #2039-9634-3	STREET LIGHTING	122.17
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	168.80
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	184.38
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	187.02
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERH	197.49
	PUD	ACCT #2020-1181-3	PUMPING PLANT	209.80
	PUD	ACCT #2200-2051-1	STREET LIGHTING	357.63
	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,292.78
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,393.57
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,971.64
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,090.36
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	2,422.14
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,498.57
	PUD		STREET LIGHTING	13,292.64
100863	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG.	12.03
	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	43.89
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	57.24
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	61.68
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	112.67
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	140.40
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	230.30
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	340.16
100864	PUGET SOUND SECURITY	KEYS AND LOCK UP KEYS	ROADWAY MAINTENANCE	114.77
100865	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	753.38
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,260.12
100866	RACO MANUFACTURING	51ST LIFT STATION SUPPLIES	WATER/SEWER OPERATION	-249.56
	RACO MANUFACTURING		SEWER LIFT STATION	3,085.44
100867	RAILROAD MANAGEMENT	SEWER PIPELINE CROSSING	UTIL ADMIN	160.78
100868	RH2 ENGINEERING INC	PROFESSIONAL SERVICES	UTIL ADMIN	7,359.08
100869	RICOH USA, INC.	PRINTER CHARGES	MUNICIPAL COURTS	8.44
	RICOH USA, INC.		COMMUNITY CENTER	12.63
	RICOH USA, INC.		GENERAL SERVICES - OVERH	15.07
	RICOH USA, INC.		OFFICE OPERATIONS	20.22
	RICOH USA, INC.		UTILITY BILLING	20.43
	RICOH USA, INC.		PROPERTY TASK FORCE	23.49
	RICOH USA, INC.		CITY CLERK	25.64
	RICOH USA, INC.		FINANCE-GENL	25.64
	RICOH USA, INC.		PROBATION	98.92
	RICOH USA, INC.		PERSONNEL ADMINISTRATIOI	105.99
	RICOH USA, INC.		WASTE WATER TREATMENT F	106.15
	RICOH USA, INC.		PARK & RECREATION FAC	112.61
	RICOH USA, INC.		ENGR-GENL	120.09
	RICOH USA, INC.		DETENTION & CORRECTION	155.86

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/11/2015 TO 6/17/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100869	RICOH USA, INC.	PRINTER CHARGES	LEGAL - PROSECUTION	187.92
	RICOH USA, INC.		EXECUTIVE ADMIN	194.22
	RICOH USA, INC.		POLICE INVESTIGATION	194.98
	RICOH USA, INC.		POLICE PATROL	206.45
	RICOH USA, INC.		UTIL ADMIN	233.19
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	392.11
100870	ROBINSON, DARLENE	JURY DUTY	COURTS	21.50
100871	RODRIGUEZ, DEANNA &	UB 281060000002 5323 129TH PL	WATER/SEWER OPERATION	20.92
100872	RUDE, DANIEL	JURY DUTY	COURTS	18.62
100873	SAFEWAY INC.	MEETING SUPPLIES	ENGR-GENL	15.00
	SAFEWAY INC.		EXECUTIVE ADMIN	131.39
100874	SCIENTIFIC SUPPLY	BOTTLES	WASTE WATER TREATMENT F	338.99
100875	SHAGAM, DON	JURY DUTY	COURTS	14.60
100876	SHERWIN WILLIAMS	STRAINERS	ROADWAY MAINTENANCE	3.32
	SHERWIN WILLIAMS	PAINT	ROADWAY MAINTENANCE	470.65
100877	SHERWIN WILLIAMS		ROADWAY MAINTENANCE	443.69
100878	SISKUN POWER EQUIPME	ENGINE OIL	ER&R	204.95
100879	SNO CO PUBLIC WORKS	OVERLAY PROGRAM	ARTERIAL STREET-GENL	505.69
100880	SONITROL	SECURITY MONITORING SERVICE	UTIL ADMIN	133.00
	SONITROL		COMMUNITY CENTER	142.00
	SONITROL		PUBLIC SAFETY BLDG.	160.00
	SONITROL		PARK & RECREATION FAC	249.00
	SONITROL		MAINT OF GENL PLANT	286.00
	SONITROL		ADMIN FACILITIES	333.00
	SONITROL		WASTE WATER TREATMENT F	491.26
100881	SOUND SAFETY	FACESHIELDS	ER&R	27.62
	SOUND SAFETY	SHORTS-DAY & HAVALLANA	SOLID WASTE OPERATIONS	261.37
100882	STAPLES	COUPLERS	PARK & RECREATION FAC	5.10
	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	140.45
	STAPLES		COMMUNITY DEVELOPMENT-	241.83
100883	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERH	19.68
	STRATEGIES 360		WASTE WATER TREATMENT F	19.68
	STRATEGIES 360		UTIL ADMIN	26.24
	STRATEGIES 360		GENERAL SERVICES - OVERH	3,750.00
	STRATEGIES 360		WASTE WATER TREATMENT F	3,750.00
	STRATEGIES 360		UTIL ADMIN	5,000.00
100884	TAB PRODUCTS CO	LABELS	MUNICIPAL COURTS	77.37
100885	TAYLOR, LINDA	REFUND CLASS FEES	PARKS-RECREATION	46.00
100886	THALHEIMER, BRANDY	UB 980341900000 3419 69TH AVE	WATER/SEWER OPERATION	37.11
100887	THOMPSON, SHERI LYNN	JURY DUTY	COURTS	18.62
100888	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG.	212.23
	THYSSENKRUPP ELEVATO		ADMIN FACILITIES	212.23
100889	TOCCO, LEAH	REIMBURSE VOLUNTEER APPRECIATI	EXECUTIVE ADMIN	53.70
100890	TOTH, KAREN	REFUND CLASS FEES	PARKS-RECREATION	20.00
100891	TULALIP CHAMBER	MAY BBH (6)	EXECUTIVE ADMIN	23.00
	TULALIP CHAMBER		FINANCE-GENL	23.00
	TULALIP CHAMBER		PARK & RECREATION FAC	23.00
	TULALIP CHAMBER		CITY COUNCIL	69.00
100892	TULALIP CHAMBER	SERVICE AGREEMENT	PLANNING & COMMUNITY DE'	20,000.00
100893	USA SECURITY SYSTEMS	CABLES	GENERAL FUND	-4.36
	USA SECURITY SYSTEMS		DETENTION & CORRECTION	53.82
100894	VERIZON	AMR LINES	METER READING	226.72

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/11/2015 TO 6/17/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100895	VINYL SIGNS & BANNER	DOOR LETTERING-KBCC	COMMUNITY CENTER	125.12
100896	WALTER, SUSAN	REFUND CLASS FEES	PARKS-RECREATION	46.00
100897	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
100898	WEED GRAAFSTRA	LEGAL SERVICES	UTIL ADMIN	300.25
	WEED GRAAFSTRA		GMA - STREET	305.00
	WEED GRAAFSTRA		LEGAL-GENL	789.25
	WEED GRAAFSTRA		LEGAL-GENL	1,426.50
	WEED GRAAFSTRA		UTIL ADMIN	1,426.50
100899	WELCH, COOKIE	UB 760018000002 7017 52ND ST N	WATER/SEWER OPERATION	160.17
100900	WHITE, TREVOR & DORI	UB 091072500002 9507 51ST AVE	WATER/SEWER OPERATION	95.88
100901	WILLIAMS, BREEZE	REFUND RENTAL FEES	PARKS-RECREATION	95.00
100902	YOUNG, MARIA LOURDES	INTERPRETER SERVICES	COURTS	68.25

WARRANT TOTAL: 1,124,652.12

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

CHECK # 88540 CHECK LOST IN MAIL (160.17)

1,124,491.95

Index #5

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **June 24, 2015** claims in the amount of **\$2,192,816.57** paid by **Check No.'s 100903 through 101100 with Check No.'s 100567 & 100570 voided.**

COUNCIL ACTION:

BLANKET CERTIFICATION

**CLAIMS
FOR
PERIOD-6**

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 **\$2,192,816.57 PAID BY CHECK NO.'S 100903 THROUGH 101100 WITH CHECK NO.'S 100567 & 100570 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 **13th DAY OF JULY 2015.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/18/2015 TO 6/24/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100903	US BANK	MARLTGO07T	GOLF DEBT SERVICE	31,126.50
100904	US BANK	MARLID7114	INTEREST & OTHER DEBT SE	147,393.53
	US BANK		REDEMPTION LONG TERM DE	915,000.00
100905	US BANK	MARLTGOREF13	INTEREST & OTHER DEBT SE	294,225.00
100906	US BANK	MARLTGO07A	INTEREST & OTHER DEBT SE	128,894.38
100907	US BANK	MARLTGOREF10	INTEREST & OTHER DEBT SE	102,387.50
100908	AC POWER TECHNOLOGY	APC ELECTRIC SERVICE	IS REPLACEMENT ACCOUNTS	2,586.31
100909	ADI	CH CAMERA	COMPUTER SERVICES	120.12
100910	ADVANTAGE BUILDING S	JANITORIAL SERVICE	COMMUNITY CENTER	50.00
100911	ALBERTSONS	MEETING SUPPLIES	UTIL ADMIN	60.34
100912	AMERICAN CLEANERS	DRY CLEANING	POLICE PATROL	35.35
	AMERICAN CLEANERS		DETENTION & CORRECTION	60.10
	AMERICAN CLEANERS		POLICE ADMINISTRATION	64.15
	AMERICAN CLEANERS		OFFICE OPERATIONS	74.25
	AMERICAN CLEANERS		POLICE INVESTIGATION	84.92
100913	AMES, NOELE	REFUND CLASS FEES	PARKS-RECREATION	28.00
100914	ANTHONY, LINDA K	UB 212700000001 4901 122ND PL	WATER/SEWER OPERATION	20.79
100915	APS, INC.	POSTAGE LABELS	COMMUNITY DEVELOPMENT-	38.08
	APS, INC.		UTIL ADMIN	38.08
	APS, INC.	POSTAGE CARTRIDGE AND PRINTER	UTIL ADMIN	138.72
	APS, INC.		COMMUNITY DEVELOPMENT-	138.72
100916	ARLINGTON, CITY OF	ACS WATER USAGE	SOURCE OF SUPPLY	117.01
100917	AZCAN RESIDENTIAL RE	UB 800250000001 6125 57TH AVE	WATER/SEWER OPERATION	152.41
100918	BANK OF AMERICA	WEB SERVICE REIMBURSEMENT	COMPUTER SERVICES	0.84
100919	BANK OF AMERICA	EMPLOYEE APPRECIATION	UTIL ADMIN	48.31
100920	BANK OF AMERICA	TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	492.05
100921	BANK OF AMERICA	SUPPLY/TRAVEL REIMBURSEMENT	WATER/SEWER OPERATION	-210.67
	BANK OF AMERICA		EQUIPMENT RENTAL	224.75
	BANK OF AMERICA		UTIL ADMIN	300.15
	BANK OF AMERICA		UTIL ADMIN	402.24
	BANK OF AMERICA		WATER RESERVOIRS	1,302.31
	BANK OF AMERICA		SOURCE OF SUPPLY	1,302.32
100922	BANK OF AMERICA	SUPPLY REIMBURSEMENT	GENERAL FUND	-4.40
	BANK OF AMERICA		PARK & RECREATION FAC	19.95
	BANK OF AMERICA		RECREATION SERVICES	54.38
	BANK OF AMERICA		PARK & RECREATION FAC	102.11
	BANK OF AMERICA		GMA-PARKS	1,752.00
	BANK OF AMERICA		MAINTENANCE	1,859.00
100923	BANK OF AMERICA	VIDEO EQUIP/TRAVEL REIMBURSEME	PARK & RECREATION FAC	280.81
	BANK OF AMERICA		EXECUTIVE ADMIN	280.81
	BANK OF AMERICA		POLICE ADMINISTRATION	280.81
	BANK OF AMERICA		UTIL ADMIN	280.82
	BANK OF AMERICA		CENTRAL SERVICES	14,191.86
100924	BARNES, CHRISTINE	UB 983817000000 3817 64TH AVE	WATER/SEWER OPERATION	267.33
100925	BARRETT, BRANDON	2015 SUMMER CONCERT SERIES	RECREATION SERVICES	700.00
100926	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	37.80
	BARRETT, SUZANNE		RECREATION SERVICES	144.00
100927	BEG, MIRZA & HEATHER	UB 846913860000 6913 86TH AVE	WATER/SEWER OPERATION	32.23
100928	BHC CONSULTANTS	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	11,891.91
100929	BICKFORD FORD	HEATER FAN MOTOR AND RESISTOR	EQUIPMENT RENTAL	79.08

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/18/2015 TO 6/24/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
100930	BILLING DOCUMENT SPE	MAINTENANCE FEE	UTILITY BILLING	15.00
100931	BLUMENTHAL UNIFORMS	AWARDS	POLICE ADMINISTRATION	38.30
	BLUMENTHAL UNIFORMS	AJ CARRIER-RICHES	POLICE PATROL	120.71
100932	BNSF RAILWAY COMPANY	WIRE-LINE LICENSE AND FEES	GMA - STREET	15,570.00
100933	BNSF RAILWAY COMPANY		GMA - STREET	15,570.00
100934	BONNVILLE, SHARLEEN	UB 751159530001 5520 78TH AVE	WATER/SEWER OPERATION	12.51
100935	BRINKS INC	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	103.20
	BRINKS INC		UTIL ADMIN	103.20
	BRINKS INC		GOLF ADMINISTRATION	186.12
	BRINKS INC		UTILITY BILLING	189.77
	BRINKS INC		POLICE ADMINISTRATION	362.96
	BRINKS INC		MUNICIPAL COURTS	362.96
100936	BROWN, CANDIS	INSTRUCTOR SERVICES	RECREATION SERVICES	61.20
100937	BSN SPORTS, INC	VOLLEYBALLS	RECREATION SERVICES	445.81
100938	BURGESS, MARYKE	REIMBURSE VOLUNTEER APPRECIATI	EXECUTIVE ADMIN	155.41
100939	BUTTON GEAR	BACK PACK AND GEAR BAG	UTIL ADMIN	82.67
100940	CAPTAIN DIZZYS EXXON	CAR WASHES	COMMUNITY DEVELOPMENT-	4.50
	CAPTAIN DIZZYS EXXON		POLICE PATROL	180.00
100941	CARRS ACE	PUMP HOUSE HARDWARE	STORM DRAINAGE	4.18
	CARRS ACE		SEWER MAIN COLLECTION	4.19
	CARRS ACE	HOSE REPAIR	ROADSIDE VEGETATION	6.51
	CARRS ACE	TAPE AND HARDWARE	WASTE WATER TREATMENT F	21.35
	CARRS ACE	GASKET, GOOP AND LAUNDRY SOAP	WASTE WATER TREATMENT F	24.44
	CARRS ACE	SPRAYER AND NOZZLE	PARK & RECREATION FAC	27.18
	CARRS ACE	COOLERS FOR WATER SAMPLES	WASTE WATER TREATMENT F	63.08
100942	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	155.23
100943	CENTRAL WELDING SUPP	COMPRESSED GAS	SIDEWALKS MAINTENANCE	57.43
100944	CHAMPION BOLT	HARDWARE	WATER DIST MAINS	14.66
	CHAMPION BOLT		WATER DIST MAINS	60.92
100945	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,072.78
100946	CODE PUBLISHING	MMC JUNE 2015-2016 WEB HOSTING	CITY CLERK	350.00
	CODE PUBLISHING	SUPPLEMENT UPDATE	CITY CLERK	798.70
100947	COMMERCIAL ALARM	REPLACE SMOKE DETECTOR	ADMIN FACILITIES	187.41
100948	COOK, SUE	UB 986606000001 5900 64TH ST N	GARBAGE	83.24
100949	COOP SUPPLY	BRUSH AND HARDWARE	PARK & RECREATION FAC	1.89
	COOP SUPPLY	GAS CAN, SPOUT AND FUNNEL	WATER RESERVOIRS	18.46
	COOP SUPPLY	PRESSURE WASHER TIPS	WATER RESERVOIRS	24.45
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	59.83
	COOP SUPPLY		K9 PROGRAM	81.58
	COOP SUPPLY	POLY ROPE	STORM DRAINAGE	163.20
100950	CORNWELL TOOLS	FUNNELS AND DRIVER KIT	EQUIPMENT RENTAL	201.12
	CORNWELL TOOLS	HAND AND POWER TOOLS	SMALL ENGINE SHOP	1,227.21
100951	CORPORATE OFFICE SPL	OFFICE SUPPLIES	PURCHASING/CENTRAL STOF	48.91
	CORPORATE OFFICE SPL	WYPALL WIPES AND TISSUE	ER&R	216.84
100952	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,139.99
100953	CRAZY MOUNTAIN KENNE	2015 NAPWDA K-9 WORKSHOP	POLICE TRAINING-FIREARMS	200.00
100954	CRISTIANO'S	MEETING SUPPLIES	EXECUTIVE ADMIN	326.55
100955	CRMA INVESTMENTS LLC	UB 720140000001 6729 22ND DR N	WATER/SEWER OPERATION	31.62
100956	CRYSTAL SPRINGS	WATER COOLER RENTAL AND BOTTLE	SOLID WASTE OPERATIONS	39.43
	CRYSTAL SPRINGS		WASTE WATER TREATMENT F	149.38

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100957	CUZ CONCRETE PROD	CATCH BASINS	GMA-PARKS	1,102.49
100958	DATA QUEST	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	25.00
100959	DAY WIRELESS SYSTEMS	RADIO REPAIR	POLICE PATROL	411.26
	DAY WIRELESS SYSTEMS		POLICE PATROL	535.62
100960	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46
	DB SECURE SHRED		UTILITY BILLING	7.47
	DB SECURE SHRED		PERSONNEL ADMINISTRATION	19.52
	DB SECURE SHRED		POLICE INVESTIGATION	49.55
	DB SECURE SHRED		POLICE PATROL	50.00
	DB SECURE SHRED		DETENTION & CORRECTION	50.00
	DB SECURE SHRED		OFFICE OPERATIONS	50.00
	DB SECURE SHRED		POLICE INVESTIGATION	63.50
	DB SECURE SHRED		DETENTION & CORRECTION	63.50
	DB SECURE SHRED		OFFICE OPERATIONS	63.50
	DB SECURE SHRED		POLICE PATROL	63.83
100961	DELL	DOCKING STATION	STORM DRAINAGE	169.72
	DELL	GOBI CHIPS	COMPUTER SERVICES	197.99
	DELL		STORM DRAINAGE	198.00
	DELL	DOCKING STATION	STORM DRAINAGE	241.51
	DELL	LAPTOP	STORM DRAINAGE	2,473.29
100962	DELTA PROPERTY MANAG	UB 131334140000 12015 46TH DR	WATER/SEWER OPERATION	10.78
100963	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	330.60
100964	DIAMOND B CONSTRUCT	SERVER ROOM UNIT REPAIR	ADMIN FACILITIES	474.91
	DIAMOND B CONSTRUCT	REPLACE T STATS PW ADMIN BLDG	UTIL ADMIN	3,144.99
100965	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.52
	DICKS TOWING		EQUIPMENT RENTAL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-4219	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-4266	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-4271	POLICE PATROL	43.52
100966	DONALDSON, BRENDA	REIMBURSE COFFEE MAKER PURCHAS	ENGR-GENL	99.95
100967	DOUP, SADA JAMES	INSTRUCTOR SERVICES	RECREATION SERVICES	120.00
100968	DUNLAP INDUSTRIAL	GRINDER BRUSHES	WATER DIST MAINS	104.23
	DUNLAP INDUSTRIAL	DRILL PRESS MILLING VISE	EQUIPMENT RENTAL	713.46
	DUNLAP INDUSTRIAL	MISC TOOLS	SMALL ENGINE SHOP	1,789.39
100969	E&E LUMBER	RUBBER AND FOAM TAPE	ADMIN FACILITIES	6.77
	E&E LUMBER	CONCRETE FORM	PARK & RECREATION FAC	9.91
	E&E LUMBER	GRAFITTI SUPPLIES	COMMUNITY DEVELOPMENT-	10.48
	E&E LUMBER	FASTENERS	PARK & RECREATION FAC	11.48
	E&E LUMBER	STRAINERS	TRAFFIC CONTROL DEVICES	14.54
	E&E LUMBER	DRAIN OPENER	WASTE WATER TREATMENT F	16.69
	E&E LUMBER	DRAIN OPENER AND LEAK SEALS	PUBLIC SAFETY BLDG.	16.69
	E&E LUMBER		MAINT OF GENL PLANT	22.96
	E&E LUMBER	SOLDER, IRON, CHAIN TAGS AND C	PARK & RECREATION FAC	30.34
	E&E LUMBER	FASTENERS, BRUSH, PRIMER AND S	ROADSIDE VEGETATION	47.64
	E&E LUMBER	FASTENERS, CABLE AND CHAIN	ROADSIDE VEGETATION	73.19
	E&E LUMBER	WATERCAN AND FERTILIZER	PARK & RECREATION FAC	74.10
	E&E LUMBER	PAINT AND SUPPLIES	PARK & RECREATION FAC	86.56
	E&E LUMBER	COMBO LOCKS AND HEDGE SHEARS	STORM DRAINAGE	89.78
100970	EAR PHONE CONNECT	LAPEL MICS	GENERAL FUND	-132.72

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100970	EAR PHONE CONNECT	LAPEL MICS	POLICE PATROL	1,640.87
100971	EAST JORDAN IRON WOR	SEWER MANHOLE LIDS AND FRAMES	SEWER MAIN COLLECTION	5,123.40
100972	EKSTEDT, BENJAMIN	2015 SUMMER CONCERT SERIES	RECREATION SERVICES	600.00
100973	ELSNER, SUZANNE	REIMBURSE TRAVEL EXPENSES	MUNICIPAL COURTS	842.20
100974	ENVIRONMENTAL PRODUC	FREIGHT CHARGES-48595	WATER/SEWER OPERATION	-13.49
	ENVIRONMENTAL PRODUC		SEWER MAIN COLLECTION	83.40
	ENVIRONMENTAL PRODUC		STORM DRAINAGE	83.41
100975	EVERETT HYDRAULICS	REPAIR HYDRAULIC CYLINDER RODE	EQUIPMENT RENTAL	162.43
100976	EVERETT STAMP WORKS	STAMPS	OFFICE OPERATIONS	321.43
100977	EVERETT STEEL CO	STEEL ANGLE	SIDEWALKS MAINTENANCE	58.10
100978	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	48.60
	EVERETT, CITY OF		STORM DRAINAGE	216.00
	EVERETT, CITY OF		WASTE WATER TREATMENT F	306.00
100979	EVERETT, CITY TREAS	WATER/FILTRATION SERVICE CHARG	SOURCE OF SUPPLY	156,919.34
100980	EWING IRRIGATION	HERBICIDES	ROADSIDE VEGETATION	506.68
100981	FINELINE FIXTURE	JENNINGS PARK ACTIVITIES SIGN	FACILITY REPLACEMENT	1,183.20
100982	FIRE PROTECTION INC	SERVICE CALL-MILL BLDG	MAINT OF GENL PLANT	403.65
100983	FLEETPRIDE, INC.	AIR DRYER ASSEMBLY	EQUIPMENT RENTAL	705.03
100984	FLORIAN, LLC	INSTRUCTOR SERVICES	RECREATION SERVICES	210.00
100985	FRAMERATE	TECHNOLOGY ASSURANCE PROGRAM	GENERAL FUND	-62.92
	FRAMERATE		EXECUTIVE ADMIN	777.92
100986	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	46.09
	FRONTIER COMMUNICATI	ACCT #36065836350725085	COMMUNITY DEVELOPMENT-	46.95
	FRONTIER COMMUNICATI		UTIL ADMIN	46.96
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	65.81
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	65.98
100987	GEOLINE INC	SOFTWARE MAINTENANCE EXTENSION	UTIL ADMIN	430.85
100988	GILLINGS, FRED	REIMBURSE TRAVEL EXPENSES	MUNICIPAL COURTS	466.90
100989	GOVCONNECTION INC	PERIPHERAL REPLACEMENTS	COMPUTER SERVICES	389.22
100990	GRANITE CONST	SMALL TOOLS	GMA-PARKS	141.71
100991	GREATAMERICA FINANCI	POSTAGE LEASE PAYMENT	CITY CLERK	30.10
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	30.10
	GREATAMERICA FINANCI		FINANCE-GENL	30.10
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIOI	30.10
	GREATAMERICA FINANCI		UTILITY BILLING	30.10
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	30.10
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	38.45
	GREATAMERICA FINANCI		ENGR-GENL	38.45
	GREATAMERICA FINANCI		UTIL ADMIN	38.45
	GREATAMERICA FINANCI		POLICE INVESTIGATION	50.02
	GREATAMERICA FINANCI		POLICE PATROL	50.02
	GREATAMERICA FINANCI		OFFICE OPERATIONS	50.02
	GREATAMERICA FINANCI		DETENTION & CORRECTION	50.02
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	50.03
100992	GREENSHIELDS	HYDRAULIC LINE HARDWARE	STORM DRAINAGE	11.88
	GREENSHIELDS	COUPLERS	STORM DRAINAGE	23.76
	GREENSHIELDS	BENCH GRINDER STAND	WATER DIST MAINS	87.35
100993	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	150.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00

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100993	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
100994	GROUP HEALTH	DOT PHYSICALS	SOLID WASTE OPERATIONS	95.00
	GROUP HEALTH		PARK & RECREATION FAC	285.00
	GROUP HEALTH		GENERAL SERVICES - OVERF	285.00
	GROUP HEALTH	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	1,601.00
100995	HACH COMPANY	SENSOR CAPS, KIT AND PH STORAG	WASTE WATER TREATMENT F	842.85
100996	HAINES, DAVID & YVON	UB 361521000000 14121 26TH DR	WATER/SEWER OPERATION	36.11
100997	HALEY, BRUCE	REFUND CLASS FEES	PARKS-RECREATION	55.00
100998	HARRINGTON, JANEL		PARKS-RECREATION	10.00
100999	HART, RICHARD & ROBI	UB 984418000000 4418 70TH AVE	WATER/SEWER OPERATION	270.65
101000	HD FOWLER COMPANY	RETURN NOZZLES	ROADSIDE VEGETATION	-35.45
	HD FOWLER COMPANY	PVC PIPE, COUPLERS, MIP ELBOW	ROADSIDE VEGETATION	8.50
	HD FOWLER COMPANY	FITTINGS	ROADSIDE VEGETATION	8.56
	HD FOWLER COMPANY	NOZZLES	ROADSIDE VEGETATION	15.41
	HD FOWLER COMPANY	NOZZLES AND HARDWARE	ROADSIDE VEGETATION	74.05
	HD FOWLER COMPANY	SEWER PIPE	GMA-PARKS	329.02
101001	HD SUPPLY WATERWORKS	HARDWARE AND GASKETS	WATER SERVICES	46.83
	HD SUPPLY WATERWORKS	PIPES AND PLUMBING PARTS	WATER DIST MAINS	4,857.11
101002	HERTZ EQUIPMENT RENT	BOOM RENTALS	CAPITAL OUTLAY	5,113.60
101003	HONU HOMES LLC	UB 831440000000 7319 69TH AVE	WATER/SEWER OPERATION	15.21
101004	HOUSTON, LEROY	UB 761303160101 7817 72ND DR N	WATER/SEWER OPERATION	22.34
101005	INTERSTATE BATTERY	BATTERIES	ER&R	314.83
101006	IRON MOUNTAIN	ROCK	ROADWAY MAINTENANCE	235.16
	IRON MOUNTAIN		GMA-PARKS	2,153.31
101007	JUSTICE SYSTEMS CORP	CAMERAS, SOFTWARE AND LICENSIN	DETENTION & CORRECTION	1,545.24
101008	KENNEDY, ROBIN & TER	UB 215011000000 5011 126TH ST	WATER/SEWER OPERATION	160.45
101009	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	1,484.00
	KENNEDY/JENKS CONSUL		WASTE WATER TREATMENT F	5,782.80
101010	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	97.50
	KIM, JAMIE S.		LEGAL - PUBLIC DEFENSE	105.00
	KIM, JAMIE S.		LEGAL - PUBLIC DEFENSE	105.00
	KIM, JAMIE S.		LEGAL - PUBLIC DEFENSE	105.00
101011	KMD ARCHITECTS	PROFESSIONAL SERVICES	FACILITY REPLACEMENT	895.00
101012	KNOCH, CHARLEEN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
101013	KPG, INC PS	PROFESSIONAL SERVICES	GMA - STREET	459.43
101014	KRAZAN & ASSOCIATES	2015 PAVEMENT PRESERVATION PRO	ARTERIAL STREET-GENL	2,155.00
	KRAZAN & ASSOCIATES		ARTERIAL STREET-GENL	2,155.00
101015	KUNG FU 4 KIDS	INSTRUCTOR SERVICES	RECREATION SERVICES	693.00
101016	LAB/COR, INC.	LAB ANALYSIS	WATER QUAL TREATMENT	810.00
101017	LABOR & INDUSTRIES	ELEVATOR INSPECTION	ADMIN FACILITIES	285.40
101018	LES SCHWAB TIRE CTR	SERVICE CALL TO REPAIR FLAT	EQUIPMENT RENTAL	213.25
	LES SCHWAB TIRE CTR	TIRES	ER&R	1,036.30
101019	LICENSING, DEPT OF	BEAUPARLANT, STACEY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BLAKE, GREGORY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CRANE, DANIEL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GROVE, ANDREW (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PRATT, TRACI (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RIPLEY, STEVEN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SCHATZ, DONNA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	YOUNG, DANIEL (RENEWAL)	GENERAL FUND	18.00

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101019	LICENSING, DEPT OF	YOUNG, KRISTA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HEACOCK, MICHAEL (LT RENEWAL)	GENERAL FUND	21.00
	LICENSING, DEPT OF	LALONDE, DAVID (LT RENEWAL)	GENERAL FUND	21.00
101020	LOWES HIW INC	PLIERS	PARK & RECREATION FAC	27.03
	LOWES HIW INC	FLEX SEAL BLOCK	WATER FILTRATION PLANT	67.08
	LOWES HIW INC	CONCRETE AND LUMBER	PARK & RECREATION FAC	282.96
101021	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	706.33
101022	MAILFINANCE	POSTAGE LEASE PAYMENT	NON-DEPARTMENTAL	321.63
101023	MAKERS	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT-	1,984.05
101024	MARYSVILLE PRINTING	BUSINESS CARDS	ENGR-GENL	73.39
	MARYSVILLE PRINTING		GENERAL SERVICES - OVERH	73.39
	MARYSVILLE PRINTING		TRANSPORTATION MANAGEM	146.77
	MARYSVILLE PRINTING		COMMUNITY CENTER	169.45
	MARYSVILLE PRINTING		STORM DRAINAGE	220.15
101025	MARYSVILLE SCHOOL	FACILITY USAGE-ACE	RECREATION SERVICES	12.78
	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	38.34
	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	81.00
101026	MARYSVILLE, CITY OF	UTILITY SERVICE-1635 GROVE ST	PUBLIC SAFETY BLDG.	2,439.28
101027	MILLER, JOHN & MICHE	UB 842000073002 7816 70TH ST N	WATER/SEWER OPERATION	198.84
101028	MIRANDA, TONYA	REIMBURSE MAILING COSTS	EXECUTIVE ADMIN	12.90
101029	MODULAR SPACE	TRAILER RENTAL	WASTE WATER TREATMENT F	92.64
	MODULAR SPACE		STORM DRAINAGE	92.65
	MODULAR SPACE		WATER QUAL TREATMENT	92.65
101030	MORGAN SOUND	WINDSCREENS	ADMIN FACILITIES	118.21
101031	NAGLE, SAMUEL	UB 760082000000 6815 57TH ST N	WATER/SEWER OPERATION	122.04
101032	NORTH SOUND HOSE	COUPLERS	STORM DRAINAGE	60.64
	NORTH SOUND HOSE	SPRAY TANK SUPPLIES	WATER RESERVOIRS	134.48
101033	NORTHEND TRUCK EQUIP	JEEP INTERIOR	EQUIPMENT RENTAL	1,566.72
101034	OFFICE DEPOT	OFFICE SUPPLIES	STORM DRAINAGE	163.03
	OFFICE DEPOT		POLICE PATROL	372.97
	OFFICE DEPOT	FILE CABINET	COMMUNITY DEVELOPMENT-	1,047.72
101035	OFFICE INTERIORS INC	KEYBOARD ARM	FACILITY REPLACEMENT	221.95
	OFFICE INTERIORS INC	BOOKCASE	FACILITY REPLACEMENT	467.84
	OFFICE INTERIORS INC	HUTCH, TASKBOARD AND LIGHT	FACILITY REPLACEMENT	952.00
	OFFICE INTERIORS INC	TABLE, KEYBOARDS AND INSTALLAT	FACILITY REPLACEMENT	2,328.32
101036	OREILLY AUTO PARTS	CLEANER AND SCRUB BRUSH	WATER FILTRATION PLANT	15.75
101037	PACIFIC NW BUSINESS	TONER	PARK & RECREATION FAC	86.99
101038	PARR LUMBER CO	LUMBER	STORM DRAINAGE	361.17
101039	PAYMENTUS	TRANSACTION FEES	UTILITY BILLING	11,378.09
101040	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	57.84
	PGC INTERBAY LLC		PRO-SHOP	58.20
	PGC INTERBAY LLC		PRO-SHOP	106.93
	PGC INTERBAY LLC		MAINTENANCE	129.41
	PGC INTERBAY LLC		PRO-SHOP	133.59
	PGC INTERBAY LLC		MAINTENANCE	140.45
	PGC INTERBAY LLC		PRO-SHOP	145.18
	PGC INTERBAY LLC		MAINTENANCE	162.00
	PGC INTERBAY LLC		PRO-SHOP	237.69
	PGC INTERBAY LLC		PRO-SHOP	501.83
	PGC INTERBAY LLC		MAINTENANCE	562.48

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101040	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	6,405.09
	PGC INTERBAY LLC		MAINTENANCE	7,190.83
101041	PILCHUCK RENTALS	DIAMOND LINE	WASTE WATER TREATMENT F	70.72
101042	POLICE & SHERIFFS PR	ID CARDS	GENERAL FUND	-1.54
	POLICE & SHERIFFS PR		POLICE PATROL	19.03
101043	PORTER, ANDREW	INSTRUCTOR SERVICES	COMMUNITY CENTER	396.00
101044	PUD	ACCT #2012-2506-7	PARK & RECREATION FAC	213.16
101045	PUD	ACCT #2023-4068-3	PARK & RECREATION FAC	15.80
	PUD	ACCT #2051-3624-5	SEWER LIFT STATION	29.89
	PUD	ACCT #2024-6103-4	UTIL ADMIN	31.11
	PUD	ACCT #2020-3113-4	PUMPING PLANT	32.98
	PUD	ACCT #2024-9948-9	COMMUNITY EVENTS	38.48
	PUD	ACCT #2016-6804-3	PARK & RECREATION FAC	43.32
	PUD	ACCT #2024-7643-8	SEWER LIFT STATION	49.96
	PUD	ACCT #2027-9465-7	TRANSPORTATION MANAGEM	68.58
	PUD	ACCT #2024-2648-2	PUBLIC SAFETY BLDG.	71.75
	PUD	ACCT #2026-9433-7	TRANSPORTATION MANAGEM	78.70
	PUD	ACCT #2035-6975-1	STORM DRAINAGE	79.00
	PUD	ACCT #2035-1961-6	NON-DEPARTMENTAL	85.21
	PUD	ACCT #2022-8858-5	TRANSPORTATION MANAGEM	96.12
	PUD	ACCT #2005-7184-2	TRANSPORTATION MANAGEM	105.09
	PUD	ACCT #2025-2469-0	PUMPING PLANT	121.02
	PUD	ACCT #2000-8403-6	TRANSPORTATION MANAGEM	142.22
	PUD	ACCT #2020-1258-9	PARK & RECREATION FAC	150.94
	PUD	ACCT #2006-2538-2	SEWER LIFT STATION	205.10
	PUD	ACCT #2032-2345-8	PARK & RECREATION FAC	299.29
	PUD	ACCT #2004-7954-1	COMMUNITY CENTER	401.18
	PUD	ACCT #2012-4769-9	STREET LIGHTING	402.86
	PUD	ACCT #2023-0972-0	TRAFFIC CONTROL DEVICES	432.85
	PUD	ACCT #2000-7044-9	TRANSPORTATION MANAGEM	433.03
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,408.83
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	2,670.69
	PUD	ACCT #2011-4725-3	PUMPING PLANT	2,922.88
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,632.69
	PUD	ACCT #2015-7792-1	PUMPING PLANT	5,295.30
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	7,982.82
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	8,734.15
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	20,008.55
101046	PUGET SOUND SECURITY	KEYS MADE	POLICE PATROL	14.69
101047	RCA PROPERTIES	UB 986424000000 6424 36TH ST N	WATER/SEWER OPERATION	233.97
101048	RONGERUDE, JOHN	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	300.00
101049	RONNING, DIANA	UB 651061300000 10613 66TH AVE	WATER/SEWER OPERATION	6.21
101050	ROY ROBINSON	OIL PRESSURE SWITCH AND SENSOR	EQUIPMENT RENTAL	101.77
	ROY ROBINSON	IGNITION MODULE	EQUIPMENT RENTAL	324.22
101051	SCHAUT, NANCY	UB 849000372001 6319 82ND ST N	WATER/SEWER OPERATION	45.88
101052	SCIENTIFIC SUPPLY	PETRI DISHES AND INDICATORS	WASTE WATER TREATMENT F	202.86
	SCIENTIFIC SUPPLY	TUBING	WASTE WATER TREATMENT F	622.65
101053	SHERWIN WILLIAMS	TRAFFIC PAINT	TRAFFIC CONTROL DEVICES	1,781.27
101054	SIX ROBBLEES INC	SOCKET	ER&R	52.88
101055	SKAGIT GARDENS	CLEAN SWEEP PLANTS	PROTECTIVE INSPECTIONS	2,670.38

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/18/2015 TO 6/24/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
101056	SNEDDON, DAVID	UB 846000070000 7207 77TH DR N	WATER/SEWER OPERATION	100.11
101057	SNO CO AUDITOR	RECORDING FEES-SURPLUS PROPERT	GMA-PARKS	75.00
101058	SNO CO AUDITOR		GMA-PARKS	75.00
101059	SNO CO AUDITOR		GMA-PARKS	75.00
101060	SNO CO AUDITOR		GMA-PARKS	75.00
101061	SNO CO TREASURER	AFFIDAVIT PROCESSING FEE-SURPL	GMA-PARKS	10.00
101062	SNO CO TREASURER		GMA-PARKS	10.00
101063	SNO CO TREASURER		GMA-PARKS	10.00
101064	SNO CO TREASURER		GMA-PARKS	10.00
101065	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	78,009.35
101066	SOLID WASTE SYSTEMS	JOYSTICK REPLACEMENT	EQUIPMENT RENTAL	2,252.16
101067	SOUND PUBLISHING	LEGAL ADS	CITY CLERK	30.89
	SOUND PUBLISHING		ARTERIAL STREET-GENL	56.66
101068	SOUND PUBLISHING		COMMUNITY DEVELOPMENT-	285.29
101069	SOUND SAFETY	WIPES	ER&R	97.87
	SOUND SAFETY	OVERALL AND JACKET	ER&R	115.53
	SOUND SAFETY	MIRACOOOL BANDANAS	ER&R	119.30
	SOUND SAFETY	OVERALLS	ER&R	129.32
	SOUND SAFETY	JEANS-PIKE, CALLAHAN & SMITH	GENERAL SERVICES - OVERH	149.33
	SOUND SAFETY	RAINGEAR	ER&R	217.26
	SOUND SAFETY	EARPLUGS	ER&R	349.59
	SOUND SAFETY	GLOVES	ER&R	459.79
101070	SRV CONSTRUCTION	PAY ESTIMATE #7	WATER CAPITAL PROJECTS	311.40
	SRV CONSTRUCTION		GMA - STREET	4,258.59
101071	STAPLES	OFFICE SUPPLIES	PARK & RECREATION FAC	8.97
	STAPLES		PARK & RECREATION FAC	99.22
	STAPLES		PERSONNEL ADMINISTRATIOI	180.41
	STAPLES		UTILITY BILLING	579.92
101072	STATE AUDITORS OFFIC	AUDIT PERIOD 14-14	NON-DEPARTMENTAL	9,695.01
	STATE AUDITORS OFFIC		UTIL ADMIN	9,695.02
101073	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIOI	240.00
101074	TACOMA SCREW PRODUCT	HARDWARE	EQUIPMENT RENTAL	87.70
101075	TEREX UTILITES	INSTALLATION OF GORBEL WORKSTA	WASTE WATER TREATMENT F	23,962.17
101076	TOWERS, LORRIE	REIMBURSE TRAVEL EXPENSES	MUNICIPAL COURTS	312.77
101077	TRAFFIC SAFETY SUPPL	PUNCH POSTS AND SLEEVES	TRANSPORTATION MANAGEM	2,184.16
101078	TRANSPORTATION, DEPT	PROJECT COSTS	GMA - STREET	738.17
	TRANSPORTATION, DEPT		GMA - STREET	2,083.61
	TRANSPORTATION, DEPT		GMA - STREET	2,672.11
101079	UNITED PARCEL SERVIC	SHIPPING EXPENSE	TRANSPORTATION MANAGEM	31.58
	UNITED PARCEL SERVIC		PUMPING PLANT	76.78
101080	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	434.28
101081	VALMONT	STREET LIGHT POLE	STREET LIGHTING	1,904.00
101082	VEHICLE EQUIPMENT SO	ROTARY TWINPOST LIFT AND INSTA	EQUIPMENT RENTAL	14,133.12
101083	VENDL, RICHARD	UB 986424000000 6424 36TH ST N	WATER/SEWER OPERATION	2.25
101084	WA AUDIOLOGY SRVCS	DATA ENTRY AND MANAGEMENT FEE	EXECUTIVE ADMIN	40.00
101085	WAITE, BRIAN	2015 SUMMER CONCERT SERIES	RECREATION SERVICES	500.00
101086	WEBCHECK	WEBCHECK SERVICES	UTILITY BILLING	1,161.98
101087	WEBER, ANN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
101088	WELLER, ROGER	UB 300250000000 13502 56TH DR	WATER/SEWER OPERATION	69.23
101089	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	704.26

**CITY OF MARYSVILLE
 INVOICE LIST
 FOR INVOICES FROM 6/18/2015 TO 6/24/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
101090	WEST, KARA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
101091	WESTERN FACILITIES WESTERN FACILITIES	JANITORIAL SUPPLIES	COMMUNITY CENTER	352.27
101092	WESTERN SYSTEMS	PUSH BUTTON SIGNS AND HOUSINGS	DETENTION & CORRECTION	467.09
101093	WHIDBEY ISLAND BANK WHIDBEY ISLAND BANK	RETAINAGE ON PAY ESTIMATE #7	CITY STREET-GENL	451.53
101094	WHITE CAP CONSTRUCT	ADDITIVE	WATER CAPITAL PROJECTS	15.00
101095	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT ON KIP P	GMA - STREET	224.14
101096	WISMAN, JOHN & KRIST	UB 460930000002 14431 54TH DR	PARK & RECREATION FAC	135.94
101097	WITHOUT BORDERS	INSTRUCTOR SERVICES	UTIL ADMIN	106.62
101098	WOLF, LEON	UB 451650000000 5028 139TH ST	WATER/SEWER OPERATION	24.61
101099	WRIGHT, DONNA	REIMBURSE MILEAGE	RECREATION SERVICES	302.40
101100	YRC INC.	SHIPPING EXPENSE	WATER/SEWER OPERATION	12.90
			CITY COUNCIL	40.39
			WASTE WATER TREATMENT F	296.37

WARRANT TOTAL: 2,193,156.57

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

CHECK # 100567	INITIATOR ERROR	(300.00)
CHECK # 100570	INITIATOR ERROR	(40.00)

2,192,816.57

Index #6

CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

AGENDA ITEM: Project Acceptance – 88 th St NE and 55 th Ave NE Intersection Improvements	
PREPARED BY: Jeff Laycock, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: Notice of Physical Completion Letter, Vicinity Map	
BUDGET CODE: 30500030.563000, R1303 (Roadway Improvements) 40220594.563000, W1401 (Water Main Improvements)	AMOUNT: N/A

SUMMARY:

The 88th St NE and 55th Ave NE Intersection Improvements project included the construction of a signalized intersection with left turn pockets, illumination, sidewalk ramps, roadway widening and paving. The project also included replacing the existing water main within the project limits.

City Council awarded the project to SRV Construction on July 14, 2014 in the amount of \$780,559.64. The project was completed at a cost of \$807,351.22, which was \$26,791.58 or 3.43% above the original bid amount but within management reserve.

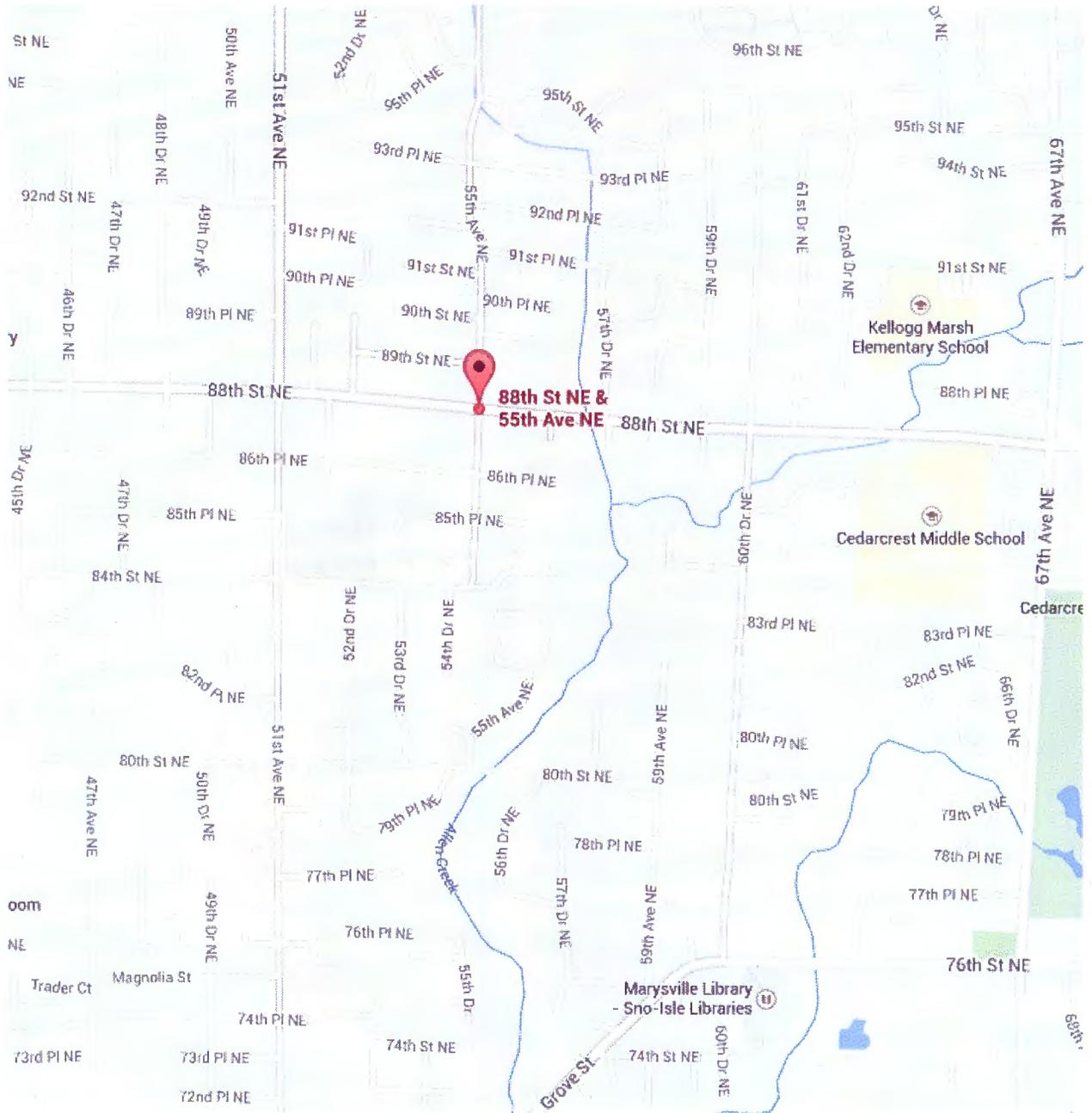
The total cost to the City towards construction was \$153,683.48. The remaining construction cost was funded in part by the FY2014 Transportation Improvement Board (TIB) Urban Arterial Program and Snohomish County mitigation fees for 88th St NE improvements.

Work performed under this contract was inspected by City staff. The work was found to be physically complete in accordance with the approved plans and specifications. Staff recommends Council's acceptance of the project for closeout.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to accept the 88th St NE and 55th Ave NE Intersection Improvements project, starting the 45-day lien filing period for project closeout.

VICINITY MAP





PUBLIC WORKS
Kevin Nielsen, *Director*

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

June 24, 2015

SRV Construction, Inc.
PO Box 481
Oak Harbor, WA 98277

Subject: 88th St NE and 55th Ave NE Intersection Improvements – Notice of Physical Completion

Dear Mr. Snyder:

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Friday, June 12, 2015.

This notification does not constitute completion, or final acceptance by the City per Section 1-05.11(2) 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 pending the above items to close out the project have been completed. 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. Affidavit of Wages Paid (to be submitted by SRV to the City)

As always, it has been a pleasure working with you and the rest of the SRV staff on this project. I look forward to working with you on future projects.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Laycock".

Jeff Laycock, PE
Project Manager

Index #7

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

AGENDA ITEM: Surface Water Comprehensive Plan Update	
PREPARED BY: Kari Chennault	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: 2 original copies of the Professional Services Agreement	
BUDGET CODE: 40145040.541000.M1519	AMOUNT: \$249,950.00
SUMMARY:	

Attached is a Professional Services Agreement with Gray & Osborne, Inc. to provide consulting services to update the City's Surface Water Comprehensive Plan. The City advertised for qualified consultants to submit proposals. The three most qualified firms, based on staff's review of their proposals, were interviewed and Gray & Osborne, Inc. was selected based on the qualifications and experience they demonstrated.

The City's existing Comprehensive Plan was updated in February 2009 and will be updated again to reflect the changes that have occurred both in the City and the recent re-issuance of the National Pollution Discharge Elimination System Phase II Permit.

RECOMMENDED ACTION: Staff recommends that the City Council members authorize the Mayor to sign and execute the Professional Services Agreement with Gray & Osborne, Inc. in an amount not to exceed \$249,950.
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND **Gray & Osborne, 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 **Gray & Osborne, Inc.**, a Washington **Corporation** (“Consultant”).

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding **the update to the City’s Surface Water Comprehensive Plan** 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 on **authorization of notice to proceed** and shall terminate at midnight, **July 1, 2016**. 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)*

Nil 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. \$1,000,000 combined single limit per accident for bodily injury and property damage.

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

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

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

e. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a current A.M.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.

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 **\$249,950** 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:

Matthew Eyer

**City of Marysville Public Works Dept.
80 Columbia Avenue
Marysville, WA 98270**

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

**Stacey Clear
Gray & Osborne, Inc.
3710 168th Street NE, Ste B210
Arlington, WA 98223**

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 _____

Gray & Osborne, Inc.

By _____
Marysville, Mayor

By _____
Printed name/title: _____

Approved as to form:

Marysville, City Attorney

EXHIBIT A

SCOPE OF SERVICES

CITY OF MARYSVILLE SURFACE WATER COMPREHENSIVE PLAN UPDATE

The City of Marysville is seeking professional services to assist with the planning, modeling, development of capital projects, operation and maintenance costs, and financial review of rates and connection charges related to the City's Municipal Separate Stormwater System (MS4). The City of Marysville last adopted its Surface Water Comprehensive Plan in 2009. The City population has grown from approximately 25,000 in 2002 to approximately 63,000 today, primarily through annexations. Some significant portions of this growth have occurred since the completion of the 2009 Surface Water Comprehensive Plan update. Gray & Osborne, Inc. will assist the City of Marysville with the preparation of the Surface Water Comprehensive Plan update. The fee will be based upon the contract amount in this Exhibit A and payable upon the completion of the tasks identified below.

TASK 1 – PROJECT MANAGEMENT

Provide overall project management and oversight services to include:

1. Procuring sufficient staff resources to dedicate to the project.
2. Preparing and executing subconsultant contracts.
3. Managing and controlling project budget and schedule.
4. Managing and providing monthly progress reports and invoices

TASK 2 – ASSESS EXISTING AVAILABLE DATA AND INFORMATION

Gray & Osborne will collect and compile existing data including GIS information, as-built plans, and previous surface water model(s).

1. Obtain additional GIS data including stormwater infrastructure newer than 2013 as well as as-built scans newer than "sd379.pdf."
2. If available, the City will provide Gray & Osborne the models from the previous 2009 Plan.
3. Interview operations crews to determine current problem areas in terms of flooding or aging infrastructure, with the end result of a highlighted map to show known problem areas.

4. If necessary, Gray & Osborne is to provide survey, field investigation, and/or analysis of known problem areas. This scope assumes a total of three 40-hour weeks of field survey work.

Deliverables

- GIS-based map showing known problem areas (to be included in the Plan) based on a marked-up map from Operations crew.
- Chapters 1 (Introduction) and 2 (Service Area Characteristics).
- Survey data (in AutoCAD format)

TASK 3 – IDENTIFY AREAS OF FOCUS

Gray & Osborne will work with City staff to review known areas of concern and previous CIPs to determine significance. Gray & Osborne will incorporate findings into the 2015 Plan update including the necessity of previous County-defined projects.

1. Meet with City staff to discuss areas of concern for flooding analysis including those areas highlighted by Operations staff.
2. With City staff, identify future development areas of concern to focus on.

TASK 4 – ASSESS CONVEYANCE ISSUES AND EXISTING STORM SYSTEM

Gray & Osborne will review previous models to determine whether they should be expanded upon or updated. In addition, we will work with City staff to identify any other existing areas of concern.

1. Model areas of concern using the 25-year and 100-year SBUH Type 1A storms and utilize software programs such as WWHM2012, HEC-RAS, XP-Storm, or the hydrologic/hydraulic component of InfoSewer. If the 2009 computer model is not available, the City and Gray & Osborne will determine what level of modeling can be completed in the estimated hours dedicated for the modeling task. If additional modeling is required, an amendment to the agreement will be negotiated.
2. For future areas of development, Gray & Osborne will analyze land use and potential storm flows for fully developed conditions.
3. For both the existing and future areas of concern, propose recommendations on either structural or non-structural means (i.e.,

policies such as LID, maintenance, etc.) to accommodate the selected design storm (the 25-year Type 1A storm event).

4. Provide stormwater base map(s) that will show discharge/outfall locations per Ecology's definition of each. Gray & Osborne will provide this GIS shapefile electronically along with metadata so that it may be included within the City's GIS data.

Deliverables

- Chapters 3 (Existing Stormwater Drainage System) and 4 (Future Development Areas).
- Stormwater base map(s) showing discharge point locations.
- Newly created GIS files with associated metadata.
- Computer model data files and results.

TASK 5 – ASSESS FUTURE DRAINAGE NEEDS IN THE LAKEWOOD REGION

Alternatives to addressing runoff in the undeveloped areas of the Lakewood Region include LID facilities, regional facilities, or traditional conveyance systems such as storm drain pipes and grass swales. This task will include modeling the existing stormwater facilities in the Lakewood Region as well as assessing which facilities may be the most appropriate for the Lakewood Region based upon the facilities' general effectiveness and the City's future maintenance needs. The City may wish to disallow LID in this region due to shallow groundwater tables or other issues pertaining to impacts on neighboring areas. Gray & Osborne will review the feasibility of this option, taking into consideration Ecology's general desire to refrain from a blanket LID feasibility approach.

Gray & Osborne will review available historical geotechnical reports for the area.

Further investigation by a geotechnical subconsultant (PanGEO, Inc.) could supplement the existing data; however, this would be beyond the scope of this work and would require an amendment to this agreement.

1. Review suitability of LID facilities in general for the Lakewood Region.
2. Review the sizing and potential locations of regional stormwater facilities.
3. Review traditional collection and conveyance systems.

Deliverables

- Chapter 4 (dedicated section of the Future Development Areas Chapter specifically addressing alternatives for the Lakewood Region).
- Computer model data files and results specifically for the Lakewood Region.

TASK 6 – FINANCIAL ANALYSIS

Gray & Osborne will prepare a financial analysis of the current and proposed rates and stormwater connection fee.

1. For proposed solutions derived in Task 4, create detailed cost estimates.
2. With City staff, prioritize projects into a 6-year Capital Improvement Plan.
3. Review and document stormwater connection fee (GFC) analysis based upon the existing and future capital costs associated with the stormwater infrastructure. As part of this analysis, GFCs and rates for other cities will be researched for comparison purposes.
4. Review and document stormwater rates including analysis of support costs including staff necessary for operation and maintenance, engineering support, GIS, and NPDES Phase II components (i.e., water quality monitoring costs, training, education, etc.).
5. Create figures and tables clearly defining locations, costs, and proposed project years for the 6-year CIP.

Deliverables

- Chapters 5 (Capital Improvement Plan) and 6 (Financial Analysis).

TASK 7 – PRESENTATION TO PUBLIC WORKS COMMITTEE

Provide Gray & Osborne staff, presentation materials, and response to questions for public comment and review in support of City staff.

1. Present the Surface Water Comprehensive Plan update to the Public Works Committee. Describe the methodology used to determine the CIPs and explain the justification of the proposed rates and GFCs. Describe the improvements necessary, how they were prioritized, and the funding available for the projects.

Deliverables

- Powerpoint presentation prepared for the Public Works Committee summarizing the draft Plan.
- Supporting documents necessary for presentation to the Public Works Committee.

TASK 8 – PREPARE SEPA CHECKLIST

A non-project SEPA checklist will be prepared and inserted as an appendix to the update.

Deliverables

- SEPA Checklist in an appendix.

TASK 9 – PREPARE FINAL SURFACE WATER COMPREHENSIVE PLAN UPDATE

1. Prepare final version of the update based upon staff, public, and council's comments. Two versions will be provided to the City including the original Microsoft Word/Excel files as well as a bookmarked pdf version.
2. Present the final plan to the City Council.

Deliverables

- Final Surface Water Comprehensive Plan in both hard copy and electronic formats (Microsoft Word/Excel and pdf).
- Modeling files.
- GIS files including but not limited to, files displaying locations of CIPs with associated costs and other pertinent project information.

TASK 10 – QUALITY ASSURANCE/QUALITY CONTROL

Gray & Osborne will hold three quality assurance/quality control (QA/QC) meetings internally to which City staff will be invited. These meetings will be held at the 5, 50, and 90 percent completion levels so as to ensure the goals of this scope of work are being addressed and to ensure that all team members are on track to meet the contracted budget and schedule.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable are based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely review of all submittals.
2. This scope of work assumes that the City will provide Gray & Osborne with the previous stormwater models, if available.
3. The City will provide the latest GIS stormwater and land use related files to Gray & Osborne.
4. The City will provide previous related reports such as the North Marysville Master Drainage Plan, the Lakewood Master Plan, or any studies related with Lakewood or new development areas.
5. The City will provide supporting information related to hours provided by maintenance, support staff, etc., for the purpose of analyzing rates and GFCs.

EXHIBIT A (Cont.)

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST*City of Marysville - Surface Water Comprehensive Plan Update*

Tasks	Principal Barry Baker Hours	Project Manager Stacey Clear Hours	Project Engineer Roger Kuykendall Hours	Civil Eng. Leigh Nelson/ Kerri Sidebottom Hours	AutoCAD/ GIS Mgr./ Graphic Artist Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours	Total Hours Per Task	Cost per Task
1 Project Management	24	60							84	\$11,160
2 Assess Existing Available Data and Information		60	72	120	24	40	16	120	452	\$64,760
3 Identify Areas of Focus		8	8						16	\$2,040
4 Assess Conveyance Issues and Existing Storm System	4	124	60	200	24	40			452	\$52,020
5 Address Future Drainage Needs - Lakewood Region	4	48	80	120		24			276	\$31,920
6 Financial Analysis	16	120	160	224		20			540	\$64,080
7 Presentation to City Council and Public		16	16	8		12			52	\$5,920
8 Prepare SEPA Checklist		2	4						6	\$760
9 Prepare Final Plan		12	20	20		4			56	\$7,050
10 QA/QC	16	20	16	24	4	4			84	\$10,240
									2018	\$249,950
Hour Estimate:	64	470	436	716	52	144	16	120		
Fully Burdened Billing Rate Range:*	\$112 to \$176	\$115 to \$176	\$110 to \$142	\$75 to \$118	\$92 to \$118	\$45 to \$90	\$109 to \$128	\$144 to \$210		
Estimated Fully Burdened Billing Rate:*	\$140	\$130	\$125	\$110	\$110	\$80	\$120	\$225		
Fully Burdened Labor Cost:	\$8,960	\$61,100	\$54,500	\$78,760	\$5,720	\$11,520	\$1,920	\$27,000		

Total Fully Burdened Labor Cost: \$ 249,480

Direct Non-Salary Cost:
Printing \$ 470**TOTAL ESTIMATED COST: \$ 249,950**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Index #8

CITY OF MARYSVILLE AGENDA BILL

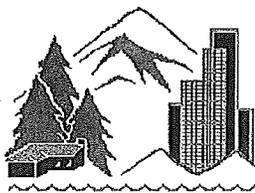
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

AGENDA ITEM: Property Purchase from PUD	
PREPARED BY: Shawn Smith	DIRECTOR APPROVAL:
DEPARTMENT: Community Development	
ATTACHMENTS: 1. Appraisal and Summary of Sale from PUD 2. Harvest Heights map	
BUDGET CODE: 00100011.561000	AMOUNT: \$4,700.00
SUMMARY:	

The approved project of Harvest Heights is required to make two public road connections across land that is owned by Snohomish County PUD. The roads are 49th St. and 50th St. and they will provide connections from 83rd Avenue to 79th and 80th Avenues. The PUD has agreed to sell the City the property for public roads. The developer has agreed to reimburse the City for the cost of the right of way. The alternative to the transfer of property is an access easement for the roadway, with PUD continuing ownership of the right of way. This is not as desirable from the City's standpoint from both a legal and maintenance standpoint, so City staff would prefer a right of way acquisition to the City, with reimbursement from the developer for the property.

<p>RECOMMENDED ACTION: AUTHORIZE THE MAYOR TO purchase property for public roads from the Snohomish County PUD, subject to reimbursement from the developer for acquisition costs.</p>



APPRAISAL GROUP OF THE NORTHWEST LLP

Rockwood Office Park
1409 140th Place NE, Suite 105
Bellevue, WA 98007-3963

(425) 453-9292
(800) 453-4408
FAX: (425) 455-9740
E-Mail: agnw@ix.netcom.com

August 14, 2013

Mr. Rogers Reistad
Real Estate Services
Snohomish County PUD
P.O. Box 1107, O-4
Everett, WA 98206-1107

Re: Summary Appraisal of 7,040-square-feet of a Marysville Site
located at 49th Street NE & 81st Avenue NE, Marysville, WA 98270

Dear Mr. Reistad:

In accordance with your request, I have employed all applicable methods of appraisal analysis required of a summary appraisal report format. This appraisal is intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation.

The subject property is an undeveloped High Density Single-Family (R-6.5)-zoned parcel. The purpose of this appraisal is to provide an opinion of market value for potential sale. This appraisal should be used for no other purpose without the permission of the client and the appraisers.

The purpose of this appraisal is to estimate the fee simple market value of the subject property using an over-the-fence analysis.

Based upon my investigation and analysis, the Market Value of the fee simple interest in the subject real property as of July 28, 2013, is reasonably represented as:

FOUR THOUSAND FOUR HUNDRED DOLLARS

\$4,400 (R)

Sincerely,

James B. Price, MAI, SR/WA
Certified General R.E. Appraiser, WA
Certification No. 1100229

**APPRAISAL GROUP
OF THE NORTHWEST LLP**

**Summary Appraisal
of
Two Utility Rights of Way
Marysville Site
located at
49th Street NE & 81st Avenue NE
Marysville, WA 98270**

for

**Mr. Rogers Reistad
Real Estate Services
Snohomish County PUD
P.O. Box 1107, O-4
Everett, WA 98206-1107**

By

**James B. Price, MAI, SR/WA
Appraisal Group of the Northwest LLP
1409 140th Avenue NE, Suite 105
Bellevue, WA 98007-3963**

A-4683

Mr. Rogers Reistad, Snohomish County PUD

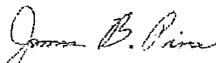
August 14, 2013

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CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Standards of Professional Appraisal Practice.
8. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
9. I, James B. Price, MAI, SR/WA have made a personal inspection of the property that is the subject of this report.
10. Zachary W. Burris has provided significant real property appraisal assistance to the persons signing this certification.
11. The use of this report is subject to the requirements of the Appraisal Institute regarding review by its duly authorized representatives.
12. As of the date of this report, James B. Price, MAI, SR/WA, has completed the continuing education program of the Appraisal Institute.
13. I certify that I have acted in an independent capacity and the appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
14. The appraisers **have not** performed any appraisal services with regard to the subject property within the three-year period immediately preceding acceptance of this assignment.



James B. Price, MAI, SR/WA

August 14, 2013

Date

Mr. Rogers Reistad, Snohomish County PUD
August 14, 2013
Page iii

SUMMARY OF FACTS AND CONCLUSIONS

Subject Property

The subject property consists of two 3,520-square-foot portions or 7,040 square feet in total of a residential-zoned electric line right of way located one lot west of 83rd Avenue Northeast, east of 80th Avenue Northeast, and to the south of 55th Place Northeast. The subject property is two 3,520-square-foot portions of a Snohomish PUD power line right of way in an incorporated neighborhood of Marysville, Washington. The parent parcel is approximately at the location where 49th Street Northeast (running west and east) would intersect 81st Avenue Northeast (running north and south) if both roads were to continue through the subject area.

Improvements

The parent parcel is improved with power line structures. There are no known power line structures on the subject portions of the parent parcel. The portions being appraised are assumed to be vacant as the appraiser did not know the exact location of the subject parcels.

Lot Size

The subject site area is (3,520 x 2) 7,040 square feet or 0.16 acre.

Zoning

The subject property is zoned R-6.5, a City of Marysville zoning designation. The purpose of the R-6.5 zone is high-density single-family residential development. It allows single-family residences at a density of 6.5 dwelling units per acre. Duplexes are permitted outright on 7,200-square-foot lots with a maximum density of eight dwelling units per acre. The major type of new development will be detached single-family residences. The R-6.5 zone is applied to areas that are designated high density single-family on the land use map of the comprehensive plan.

Effective Date of the Valuation

July 28, 2013

Date of Inspection

July 28, 2013

Highest and Best Use

Given the location of this property, its size, surrounding land uses, and current land use trends in the area, the likely highest and best use of the site, would be for a residential use conforming to the current R-6.5 zoning as assemblage with adjacent residential parcels.

Mr. Rogers Reistad, Snohomish County PUD
August 14, 2013
Page iv

Value Estimate

Cost Approach	Not Applicable
Income Capitalization Approach	Not Applicable
Sales Comparison Approach	\$4,400 (R)
"As Is" Appraised Value – Fee Simple Estate	<u>\$4,400</u>

Summary of sale to City of Marysville

- This is a sale of two portions of one tax parcel, 00590700010601, a PUD fee-owned property that is part of the District's Snohomish-East Marysville 115kV Power Line Corridor.
- Each portion is (approximately) 3,520 square feet in size, total of (approximately) 7,040 square feet combined. Assumed square footage used in appraisal.
- The intended use is for road purposes to connect residential plats on both sides of the District's Snohomish – East Marysville 115kV Power Line Corridor
- The portions have been appraised and the estimated value of the **fee simple estate** (without any encumbrances) of the two combined is \$4,400.00
- The property would be conveyed by Quitclaim Deed, **subject to reservation of a High-Voltage Distribution Easement attached to the Quitclaim Deed as Exhibit A.**
- The reservation of easement restricts the use of the property, thereby diminishing the value of the property by 50% (staff determination).
- The value of the property to be sold is then \$2,200.00 total for both portions.
- The appraisal by Appraisal Group of the Northwest cost \$2,500.
- Total sale price to be paid by City of Marysville is \$4,700.

Index #9

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

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

DESCRIPTION:

The City of Snohomish has requested Marysville Parks and Recreation Department's assistance in offering an outdoor movie series for their citizens based on the success of our program. The City of Snohomish is hosting four free events on city owned property. Marysville Parks and Recreation has agreed to provide equipment and staff to present each film at a cost of \$600.00 per event, payable by the City of Snohomish.

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

The events are scheduled for:

1. Friday July 24, 2015
2. Friday, July 31, 2015
3. Friday August 7, 2015
4. Friday August 14, 2015

RECOMMENDED ACTION:

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

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

This Interlocal Agreement effective July 13, 2015 between the City of Snohomish, a Washington municipal corporation, herein after referred to as "SNOHOMISH" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, SNOHOMISH is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of SNOHOMISH and presented on July 24, July 31, August 7 and August 14, 2015 ; and

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

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

WHEREAS, SNOHOMISH desires to utilize the MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

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

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

1. SCOPE OF SERVICES

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

1. MARYSVILLE will provide OUTDOOR VIDEO SERVICES to SNOHOMISH.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to SNOHOMISH. MARYSVILLE personnel will operate the video equipment and vehicles.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

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

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51.
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal

7. LEGAL RELATIONS

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

8. DURATION / TERMINATION / NOTICE / EMERGENCY NOTICE

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

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

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of SNOHOMISH:
116 Union Avenue
Snohomish, WA 98290

- 2. Event Cancellation Notice via Phone/Emergency Contact:

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

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

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

CITY OF MARYSVILLE

CITY OF SNOHOMISH

JON NEHRING, Mayor



Larry Bauman, City Manager

Date:

Date: 6/17/15

Attest

Attest:

SANDY LANGDON, City Clerk

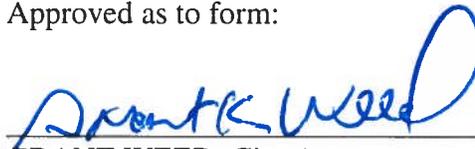


TORCHIE COREY, City Clerk

Approved as to form:

Approved as to form:

JON WALKER, City Attorney
Attorney for the City of MARYSVILLE



GRANT WEED, City Attorney
Attorney for City of SNOHOMISH

Index #10

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7/13/2015

AGENDA ITEM: Professional Services Agreement with Blue Marble Environmental LLC	
PREPARED BY: Karen Latimer, Operations Manager DEPARTMENT: Public Works	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Professional Services Agreement	
BUDGET CODE: 41046290.541000	AMOUNT: \$51,853.00

SUMMARY:

Staff is requesting authorization to enter into a two year Professional Services Agreement with Blue Marble Environmental LLC to conduct education and outreach activities for the city's 2015-2017 Waste Reduction and Recycling Outreach Assistance and Education Program (WR&R Program).

Blue Marble Environmental LLC will conduct education and outreach activities designed to monitor and expand recycling programs at businesses, schools and multi-family properties, and increase public access to recycling at strategic locations throughout the city including sidewalks and city parks. Planned program activities are:

- Continue and expand business recycling pilot program
- Conduct final assessment of business recycling pilot program
- Recommend transition strategy from pilot program to permanent program
- Evaluate, coordinate, and expand school recycling programs
- Monitor multi-family program; provide on-site assistance to property managers and owners
- Develop and coordinate public recycling programs including city and privately sponsored recycling containers on city sidewalks and in city parks

City staff applied for a Department of Ecology Coordinated Prevention Grant (CPG) in the amount of \$118,522.67 to support the WR&R Program. However, legislative budget cuts reduced CPG funding by 50%. Snohomish County values the CPG work undertaken by various cities and generously offered to absorb a larger portion of the CPG funding reduction, thereby effectively reducing the impact to cities by about 25% instead of 50%. This means the original City of Marysville eligible grant amount of \$118,522.67 has been reduced to \$88,892. CPG funding is 75% grant with 25% matching funds. The grant will reimburse the city for \$66,669 of the program expenses and the city will pay the remaining \$22,223 as matching funds.

Total WR&R Program expenditures will remain at the original amount of \$118,522.67. Staff requested sufficient funding within the 2015-2016 Solid Waste Division budget to cover the matching grant funds and reduction in CPG funding.

Staff is still waiting for final approval of the state budget. Ecology will do their best to provide the City with a draft CPG agreement before City Council takes action on this request on July 13th. It is not likely we will receive an official CPG offer to bring forward to City Council for action during July, so that portion of the WR&R Program will come before City Council for approval in September.

There are key WR&R program elements underway that would be interrupted by a two month hiatus while waiting for an official CPG funding offer from Ecology and subsequent action by City Council. Staff is proposing approval of this PSA so WR&R work can continue with the school district to get school recycling programs evaluated and changes in place before students return to school in September and to continue working on expansion and evaluation of the pilot business recycling program. Solid Waste Division funds are available now and can be used to continue WR&R work until the CPG offer is received. When City Council takes action on the CPG offer we would also bring forward a PSA supplemental agreement for the remaining WR&R work.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and Blue Marble Environmental LLC in the amount of \$51,853.00

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BLUE MARBLE ENVIRONMENTAL LLC
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 Blue Marble Environmental LLC, a Washington LLC (“Consultant”).

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding Waste Reduction and Recycling Education Assistance and Outreach 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 on July 20, 2015 and shall terminate at midnight, July 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.

c. **The minimum insurance limits shall be as follows:**

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

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

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 \$51,853.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

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

ARTICLE V. GENERAL

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

CITY OF MARYSVILLE

**ATTN: Karen Latimer
80 Columbia Avenue
Marysville, WA 98270**

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

**BLUE MARBLE ENVIRONMENTAL LLC
ATTN: Jack Harris
5419 Greenwood Avenue North
Seattle, WA 98103-6021**

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 _____, 2015.

CITY OF MARYSVILLE

BLUE MARBLE ENVIRONMENTAL
LLC

By _____
Jon Nehring, Mayor

By _____
Jack Harris, President

Approved as to form:

Jon Walker, City Attorney

Exhibit A Scope of Services

Waste Reduction & Recycling Outreach Assistance and Education Program

This scope of services identifies work to be performed by Blue Marble Environmental LLC for the City of Marysville in 2015, 2016 and 2017. Blue Marble Environmental LLC will assist the City of Marysville in conducting waste reduction & recycling education and outreach assistance activities with businesses and schools. Program activities will include:

- ❑ Continue development and support of City of Marysville business recycling pilot program. Collaborate with the City, Waste Management Northwest, and the Marysville business community to support and expand waste reduction and recycling programs for city businesses.
- ❑ Evaluate, coordinate, and expand school waste reduction and recycling programs for the 2015 – 2016 academic year. Work with the Marysville School District and the City of Marysville to enhance school waste reduction and recycling programs.

Payment

Billable hourly rate for Blue Marble Environmental LLC is \$95.

Mileage to be paid at current standard rate established by the Internal Revenue Service (IRS).

Index #11

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

AGENDA ITEM: I-5 / SR529 Interchange Expansion Project Supplement 2 to Professional Services Agreement with HDR Engineering	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL:
DEPARTMENT: Public Works / Engineering	
ATTACHMENTS: PSA Supplement 2	
BUDGET CODE: 30500030.563000 R1402	AMOUNT: \$
SUMMARY:	

The City contracted with HDR Engineering on February 24, 2014 to assist with preliminary (30%) design, NEPA environmental review, and permitting for its I-5 / SR529 Interchange Expansion Project. In conjunction with preliminary design, the work also involved preparation of an “Interchange Justification Report” (IJR) and associated coordination (through a series of four stakeholder meetings) with WSDOT, the Federal Highway Administration, and others. Public Works staff is happy to report that the year-long IJR process has now drawn to a close, and that WSDOT and FHWA are now poised to issue formal project approval as a result. (a key milestone)

Accordingly, the attached Supplement 2 to the City’s agreement with HDR provides for advancement of the project design package (plans, specifications, estimate) from the 30% completion level to 100% completion. As with the initial phase of work, this next phase will be advanced on a “fast track,” so as to position the project well to transition into construction on a timeline consistent with the expectations of funding partners.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the attached Supplement 2 to the City’s agreement with HDR Engineering, Inc., in the amount of \$_____.

Update
Index #15

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

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

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the July 2, 2015 payroll in the amount \$1,742,634.87 Check No.'s 29027 through 29083.

COUNCIL ACTION:

Update
Index #16

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

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

Please see attached.

RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **July 1, 2015** claims in the amount of **\$1,072,086.29** paid by **Check No. 101101 through 101229 with Check No. 100317.**

COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-7

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$1,072,086.29 PAID BY CHECK NO.'S 101101 THROUGH 101229 WITH CHECK NO. 100317 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 **13th DAY OF JULY 2015.**

COUNCIL MEMBER

**CITY OF MARYSVILLE
 INVOICE LIST**

FOR INVOICES FROM 6/25/2015 TO 7/1/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
101101	ADINOLFI, LOUIS R	UB 070086000000 5529 93RD PL N	WATER/SEWER OPERATION	25.21
101102	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.17
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	647.79
	ADVANTAGE BUILDING S		UTIL ADMIN	750.70
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	1,085.75
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	2,517.31
101103	ANDERSON, LORRAINE	UB 640350000001 6104 99TH PL N	WATER/SEWER OPERATION	1,467.80
101104	ANYOX LLP	UB 670180000000 5316 101ST PL	WATER/SEWER OPERATION	17.20
101105	APOLLO CONCRETE	14" CORE	STORM DRAINAGE	516.80
101106	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	3.32
	ARAMARK UNIFORM		SMALL ENGINE SHOP	4.15
	ARAMARK UNIFORM		SMALL ENGINE SHOP	5.39
	ARAMARK UNIFORM		EQUIPMENT RENTAL	37.89
	ARAMARK UNIFORM		EQUIPMENT RENTAL	38.87
	ARAMARK UNIFORM		EQUIPMENT RENTAL	52.03
101107	ARLINGTON POWER	CARBURETOR - SMALL ENGINE SHOP	SMALL ENGINE SHOP	58.75
101108	AUSTIN, KRISTINA	REFUND CLASS FEES	PARKS-RECREATION	250.00
101109	BACKSTROM CURB	CURB, GUTTER AND SIDEWALK REPA	SIDEWALKS MAINTENANCE	4,959.65
101110	BANK OF AMERICA	PARKING REIMBURSEMENT	POLICE ADMINISTRATION	6.00
101111	BANK OF AMERICA	SUPPLY REIMBURSEMENT	POLICE PATROL	122.96
	BANK OF AMERICA		PROPERTY TASK FORCE	522.16
101112	BARRETT, JAMES R	UB 530880000000 4019 178TH PL	WATER/SEWER OPERATION	21.60
101113	BARROWS, LEROY & GAY	UB 901780000000 1713 2ND ST	WATER/SEWER OPERATION	25.72
101114	BICKFORD FORD	RETURN ACTUATORS- #P144	EQUIPMENT RENTAL	-58.58
	BICKFORD FORD	HEADLAMP ASSEMBLY - #P154	EQUIPMENT RENTAL	77.65
	BICKFORD FORD	MOTOR ASSEMBLY & RESETTER - #P	EQUIPMENT RENTAL	79.08
	BICKFORD FORD	IGNITION COILS - # P144	EQUIPMENT RENTAL	147.63
	BICKFORD FORD	COIL ASSEMBLIES - #P144	EQUIPMENT RENTAL	435.11
101115	BLUE MARBLE ENV	WASTE REDUCTION/RECYCLING OUTR	RECYCLING OPERATION	5,662.24
101116	BSN SPORTS, INC	STOPWATCHES FOR CAMP & TRIATHL	PERSONNEL ADMINISTRATION	119.80
	BSN SPORTS, INC		RECREATION SERVICES	193.02
101117	BUILDING SPECIALTIES	RADAR CEILING TILE - STILLY WT	WATER FILTRATION PLANT	43.24
101118	CAREER TRACK	REGISTRATION - KIM DAGGETT	UTIL ADMIN	299.00
101119	CARQUEST	FRONT SWAY BAR - #P110	EQUIPMENT RENTAL	42.37
101120	CARRS ACE	SMALL TOOLS - WWTP	SEWER PRETREATMENT	76.09
101121	CEMEX	.13 TON LIQUID ASPHALT	GMA-PARKS	106.47
	CEMEX	4.25 TON MOD B ASPHALT - PATCH	ROADWAY MAINTENANCE	292.38
	CEMEX	7.09 TONS MOD B ASPHALT, TACK	ROADWAY MAINTENANCE	728.01
101122	CENTRAL WELDING SUPP	SAFETY GLASSES - INVENTORY	ER&R	173.25
	CENTRAL WELDING SUPP	ORANGE BOMBER JACKETS - INVENT	ER&R	266.34
101123	CHEMTRADE CHEMICALS	4,400 GAL ALUM - WWTP	WASTE WATER TREATMENT F	4,074.51
101124	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	51.14
101125	COOP SUPPLY	WATER, COOLER & CUPS	WATER DIST MAINS	90.82
101126	COUGAR TREE SERVICE	TREE REMOVAL - 7111 58TH DR NE	ROADSIDE VEGETATION	652.80
	COUGAR TREE SERVICE	TREE REMOVAL - 5627 66TH AVE N	ROADSIDE VEGETATION	924.80
101127	CRMA INVESTMENTS LLC	UB 720140000001 6729 22ND DR N	WATER/SEWER OPERATION	128.01

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
101138	EVERETT, CITY OF	LAB ANALYSIS	STORM DRAINAGE	405.00
101139	EWING IRRIGATION	HERBICIDES	ROADSIDE VEGETATION	688.39
101140	FERRELLGAS	PROPANE	SOLID WASTE OPERATIONS	30.88
	FERRELLGAS		WATER SERVICE INSTALL	30.88
	FERRELLGAS		ROADWAY MAINTENANCE	30.88
	FERRELLGAS		TRAFFIC CONTROL DEVICES	30.89
101141	FREYBERG, NICHOLAS	REFUND CLASS FEES	PARKS-RECREATION	140.00
101142	FRONTIER COMMUNICATI	PHONE CHARGES	PARK & RECREATION FAC	53.24
101143	GEMPLER'S	SPRAY GUN, NOZZLE FOR HERBICID	CITY STREETS	-16.85
	GEMPLER'S		ROADSIDE VEGETATION	208.30
101144	GOVCONNECTION INC	BATTERY FOR BARCODE READER	TRIBAL GAMING-GENL	60.63
	GOVCONNECTION INC	VIDEO CABLES FOR VIDEO PROJECT	TECHNOLOGY REPLACEMEN	136.97
	GOVCONNECTION INC	PC REPLACEMENT	IS REPLACEMENT ACCOUNTS	958.32
	GOVCONNECTION INC		IS REPLACEMENT ACCOUNTS	958.32
101145	GRAINGER	VIDEO IN USE SIGNS - PW STORER	MAINT OF GENL PLANT	20.02
	GRAINGER	SMOKE DETECTORS - PSB	PUBLIC SAFETY BLDG.	77.90
	GRAINGER	GRINDER STAND - SMALL ENGINE S	SMALL ENGINE SHOP	160.09
101146	GRANITE CONST	LATH AND STAKES	GMA-PARKS	61.09
101147	GRAYBAR ELECTRIC CO	CYCLONE DECORATIVE STREET LIGH	STREET LIGHTING	2,653.58
101148	GUNDERSON, JARL	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	821.51
101149	HARBOR FREIGHT TOOLS	MISC. SMALL TOOLS - #556 & #50	WATER DIST MAINS	109.09
101150	HARRIS OFFICE EQUIP	(12) STEEL CASE CHAIRS	GENERAL SERVICES - OVERF	551.61
	HARRIS OFFICE EQUIP		STORM DRAINAGE	551.62
101151	HB JAEGER COMPANY	HYDRANTS, STORZ CAP, RESTRAINE	WATER CAPITAL PROJECTS	9,445.90
101152	HD FOWLER COMPANY	(4) QUICK JOINT ADAPTER NO LEA	WATER/SEWER OPERATION	66.02
	HD FOWLER COMPANY	POLY PIPE - 5TH ST WATERMAIN I	WATER DIST MAINS	93.57
	HD FOWLER COMPANY	MISC. BRASS PARTS - INVENTORY	WATER/SEWER OPERATION	497.20
	HD FOWLER COMPANY	(4) RESETER 9" HIGH - INVENTOR	WATER/SEWER OPERATION	523.98
	HD FOWLER COMPANY	(7) POLYMER METER BOX COVERS N	WATER/SEWER OPERATION	574.25
101153	HE MITCHELL CO	ENTRY, TAIL PIECE, SIDE BARS -	PARK & RECREATION FAC	39.50
	HE MITCHELL CO		MAINT OF GENL PLANT	876.05
101154	HEATH, HOWARD & DEBR	UB 121092347000 10923 47TH AVE	WATER/SEWER OPERATION	47.42
101155	HERTZ EQUIPMENT RENT	MOVE BOOM TRUCKS TO FRONTIER P	STORM DRAINAGE	282.88
101156	HESS, AMY	NOTARY RENEWAL FEE	COMMUNITY DEVELOPMENT-	30.00
101157	HILLSIDE CHURCH	INSTRUCTOR SERVICES	COMMUNITY CENTER	1,071.00
101158	HONSOWETZ, AMANDA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
101159	INTERSTATE AUTO PART	LED TURN SIGNAL LIGHTS - INVEN	ER&R	273.96
101160	INTERSTATE BATTERY	BATTERIES W/CORE CHARGE	EQUIPMENT RENTAL	387.57
101161	IRON MOUNTAIN	178.72 TONS 1 1/4 MINUS GRAVEL	GMA-PARKS	1,552.72
	IRON MOUNTAIN	123.77 TONS 3/4" MINUS & 93.14	GMA-PARKS	2,018.93
101162	K2 DATA SYSTEMS INC	PROFESSIONAL SERVICES - APRIL	WATER CAPITAL PROJECTS	14,923.75
101163	KIDZ LOVE SOCCER	INSTRUCTOR SERVICES	RECREATION SERVICES	579.60
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,030.40
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,223.60
	KIDZ LOVE SOCCER		RECREATION SERVICES	1,288.00
101164	KUHNLE, KELLY	UB 460277000001 5710 141ST PL	WATER/SEWER OPERATION	46.23
101165	LASTING IMPRESSIONS	T-SHIRTS-VOLLEYBALL CAMP	RECREATION SERVICES	291.98
	LASTING IMPRESSIONS	T-SHIRTS-SOFTBALL LEAGUE	RECREATION SERVICES	372.88
	LASTING IMPRESSIONS		RECREATION SERVICES	372.88
101166	LES SCHWAB TIRE CTR	REPAIR FLAT - #253	EQUIPMENT RENTAL	194.20

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101167	LICENSING, DEPT OF	BEARD, STEPHEN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BIRDSSELL, GUY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	DUGGINS, JOEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GUSTAVSON, SCOTT (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HALE, ADAM (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HAMMOND, MYRON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JANES, GARRALD (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	JANES, GARY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LERVOLD, JACINDA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	LERVOLD, SCOTT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MARAK, KRISTINA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PEACOCK, WILLIAM (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PERRY, AMANDA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PERRY, BRANDON (ORIGINAL)	GENERAL FUND	18.00
101168	LOWES HIW INC	(5) 6 FT TABLES - PUBLIC SAFET	PUBLIC SAFETY BLDG.	259.24
101169	MARYSVILLE AWARDS	TROPHIES-SPRING SOFTBALL LEAGU	RECREATION SERVICES	126.21
101170	MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-GENL	194,968.75
	MARYSVILLE FIRE DIST		FIRE-GENL	586,791.83
101171	MARYSVILLE PAINT	PAINT & SUPPLIES - WWTP LIFT S	WASTE WATER TREATMENT F	145.97
101172	MARYSVILLE PRINTING	PAR FORMS	PERSONNEL ADMINISTRATIOI	263.37
101173	MARYSVILLE SCHOOL	FACILITY USAGE-TOTEM	RECREATION SERVICES	1,390.82
101174	MARYSVILLE, CITY OF	UTILITY SERVICE-5300 SUNNYSIDE	SEWER LIFT STATION	54.48
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR	PARK & RECREATION FAC	134.67
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	179.57
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR RD	PARK & RECREATION FAC	256.65
	MARYSVILLE, CITY OF	UTILITY SERVICE-5315 64TH ST N	PARK & RECREATION FAC	277.20
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR IRR	PARK & RECREATION FAC	521.23
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	568.11
	MARYSVILLE, CITY OF	UTILITY SERVICE-6915 ARMAR	PARK & RECREATION FAC	788.32
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	2,160.79
101175	MATERIALS TESTING &	HYDRANT METER DEPOSIT REFUND	WATER-UTILITIES/ENVIRONM	-5.60
	MATERIALS TESTING &		WATER/SEWER OPERATION	1,150.00
101176	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES - MARCH	STORM DRAINAGE	20,560.78
	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES - APRIL	STORM DRAINAGE	24,997.00
	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES - MAY 20	STORM DRAINAGE	28,119.50
101177	MCKINNEY, WALTER	LEOFF 1 REIMBURSEMENT	POLICE ADMINISTRATION	1,050.44
101178	MDE INC	PROFESSIONAL SERVICES - JANUAR	COMMUNITY CENTER	250.00
101179	MENNENGA, ROBERT L &	UB 761642000000 7402 67TH ST N	WATER/SEWER OPERATION	9.22
101180	MOTOR TRUCKS	DIAGNOSE & REPAIR EXHAUST - #J	EQUIPMENT RENTAL	510.20
101181	NC MACHINERY COMPANY	LATCH AS OUTER	STORM DRAINAGE	89.05
101182	NILL, DONNA & MARK	UB 847741870000 7741 87TH AVE	WATER/SEWER OPERATION	184.85
101183	NORTH COAST ELECTRIC	SOFTWARE STEP FORWARD UPGRADE	WATER CAPITAL PROJECTS	3,117.66
101184	NOT-ITS	SUMMER CONCERT	RECREATION SERVICES	600.00
101185	NW HARDSCAPES, LLC	LANDSCAPE PLANTING DESIGN FOR	FACILITY REPLACEMENT	707.20
101186	OBOM CONSTRUCTION	LABOR FOR NEW MECHANICS OFFICE	MAINT OF GENL PLANT	739.84
101187	OFFICE DEPOT	OFFICE SUPPLIES	ENGR-GENL	20.66
	OFFICE DEPOT		STORM DRAINAGE	39.75
	OFFICE DEPOT		EQUIPMENT RENTAL	64.62
	OFFICE DEPOT		LEGAL - PROSECUTION	78.31
	OFFICE DEPOT		UTIL ADMIN	100.98

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101187	OFFICE DEPOT	OFFICE SUPPLIES	EQUIPMENT RENTAL	184.22
	OFFICE DEPOT		SMALL ENGINE SHOP	206.71
	OFFICE DEPOT		LEGAL - PROSECUTION	231.38
101188	PACIFIC POWER BATTER	BATTERIES	WASTE WATER TREATMENT F	13.75
	PACIFIC POWER BATTER		UTIL ADMIN	18.87
101189	PACIFIC POWER PROD	(7)22" BLADES, (3)72" MULCH BL	SMALL ENGINE SHOP	232.01
101190	PARTS STORE, THE	RETURN IGNITION MODULE	EQUIPMENT RENTAL	-100.05
	PARTS STORE, THE	BRAKE LIGHT SWITCH - #P110	EQUIPMENT RENTAL	14.05
	PARTS STORE, THE	SPEED SENSOR - #803	EQUIPMENT RENTAL	16.87
	PARTS STORE, THE	WHEEL SEALS - #M009	EQUIPMENT RENTAL	21.72
	PARTS STORE, THE	ARMOR ALL - INVENTORY	ER&R	46.22
	PARTS STORE, THE	LOWER BALL JOINT - #P110	EQUIPMENT RENTAL	57.71
	PARTS STORE, THE	STARTER - #950	EQUIPMENT RENTAL	93.15
	PARTS STORE, THE	IGNITION MODULE	EQUIPMENT RENTAL	100.05
	PARTS STORE, THE	VACUUM PUMP TEST KIT & GUAGE	EQUIPMENT RENTAL	110.07
	PARTS STORE, THE	OIL, BLADES, RELAY SWITCHES, B	ER&R	212.97
	PARTS STORE, THE	SHOCKS - #P110	EQUIPMENT RENTAL	230.61
	PARTS STORE, THE	DIESEL EXHAUST FLUID	SOLID WASTE OPERATIONS	287.88
	PARTS STORE, THE	FUEL FILTERS & MIRROR ASSEMBLI	ER&R	359.13
	PARTS STORE, THE	BRAKE PAD SETS, ROTORS & SEALS	EQUIPMENT RENTAL	391.41
101191	PARTSMASTER	WOBBLE HEX BIT SOCKET SET	SMALL ENGINE SHOP	29.99
	PARTSMASTER	DRILL BIT CASES	FACILITY MAINTENANCE	312.67
	PARTSMASTER	CRYOBITS W/FLATS 18 PC, SOCKET	SMALL ENGINE SHOP	417.15
101192	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	170.50
	PEACE OF MIND		CITY CLERK	189.10
101193	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	23.74
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	33.59
	PGC INTERBAY LLC		MAINTENANCE	35.10
	PGC INTERBAY LLC		PRO-SHOP	35.11
	PGC INTERBAY LLC		PRO-SHOP	73.81
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	90.28
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	97.21
	PGC INTERBAY LLC		PRO-SHOP	109.41
	PGC INTERBAY LLC		PRO-SHOP	111.58
	PGC INTERBAY LLC		PRO-SHOP	115.54
	PGC INTERBAY LLC		MAINTENANCE	120.87
	PGC INTERBAY LLC		MAINTENANCE	132.44
	PGC INTERBAY LLC		PRO-SHOP	137.87
	PGC INTERBAY LLC		MAINTENANCE	156.02
	PGC INTERBAY LLC		MAINTENANCE	178.16
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	200.00
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	228.06
	PGC INTERBAY LLC		PRO-SHOP	242.47
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	247.09
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	290.25
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	296.25
	PGC INTERBAY LLC		MAINTENANCE	348.93
	PGC INTERBAY LLC		MAINTENANCE	452.16
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	475.49
	PGC INTERBAY LLC		PRO-SHOP	475.87

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101193	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	532.62
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	534.33
	PGC INTERBAY LLC		PRO-SHOP	552.92
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	675.00
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	687.93
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	690.16
	PGC INTERBAY LLC		GOLF ADMINISTRATION	713.35
	PGC INTERBAY LLC		PRO-SHOP	899.31
	PGC INTERBAY LLC		MAINTENANCE	1,280.00
	PGC INTERBAY LLC		MAINTENANCE	1,469.38
	PGC INTERBAY LLC		PRO-SHOP	1,474.64
	PGC INTERBAY LLC		MAINTENANCE	5,188.21
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	5,832.28
	PGC INTERBAY LLC		MAINTENANCE	6,984.68
	PGC INTERBAY LLC		PRO-SHOP	7,272.76
	PGC INTERBAY LLC		MAINTENANCE	8,702.03
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	GOLF COURSE	8,776.04
101194	PIDD, CHRISTOPHER &	UB 846508860000 6508 86TH AVE	WATER/SEWER OPERATION	11.08
101195	PIERCE, BRYAN	UB 245619123000 5619 123RD PL	WATER/SEWER OPERATION	34.92
101196	PLATT ELECTRIC	TWINE SPIRAL WRAP	TRANSPORTATION MANAGEM	71.33
	PLATT ELECTRIC	SCREWS, SCREW DRIVER & HOLE SA	SMALL ENGINE SHOP	111.35
	PLATT ELECTRIC	REPLACEMENT BULBS	COMMUNITY CENTER	323.14
101197	POPPINO, CHAD & NICO	UB 987106350000 7106 35TH PL N	WATER/SEWER OPERATION	41.76
101198	POWELL, DEBBIE	UB 757406490000 7406 49TH PL N	WATER/SEWER OPERATION	523.91
101199	PREFERRED ELECTRIC	SERVICE CALL - KELLOGG RIDGE	SEWER LIFT STATION	505.92
101200	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	PRO-SHOP	8,000.00
101201	RAMOS, SHERYL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
101202	RASAR, DAVID	MILEAGE REIMBURSEMENT	STORM DRAINAGE	87.16
101203	REECE TRUCKING	5TH & DELTA ASPHALT GRIND	STORM DRAINAGE	1,500.00
101204	RICOH USA, INC.	OVERNIGHT SHIPPING-TONER CARTR	POLICE PATROL	53.31
101205	ROOP, PAUL R	UB 790480000000 6509 56TH PL N	WATER/SEWER OPERATION	6.91
101206	SAFETY STORAGE INC.	LOCKCORE FOR GAS STORAGE - PW	WATER/SEWER OPERATION	-5.67
	SAFETY STORAGE INC.		MAINT OF GENL PLANT	70.05
101207	SEATTLE AUTOMOTIVE D	AUXILLARY BATTERIES - INVENTOR	ER&R	289.32
101208	SISKUN POWER EQUIPME	ENGINE OIL - INVENTORY	ER&R	392.08
101209	SMARSH INC	MOBILE TEXT	COMPUTER SERVICES	27.00
101210	SONITROL	WASTE WATER & WWTP ANNUAL TEST	WASTE WATER TREATMENT F	822.53
	SONITROL	PW ANNUAL TESTING	MAINT OF GENL PLANT	895.43
	SONITROL	CITY HALL ANNUAL TESTING	ADMIN FACILITIES	1,311.05
101211	SOUND SAFETY	EARPLUGS	ER&R	104.59
	SOUND SAFETY	REPLACEMENT JEANS-OLSON	UTIL ADMIN	124.05
	SOUND SAFETY	SHIRTS	ER&R	490.26
101212	SOUND TRACTOR	PARTS FOR MOWER #W016	SMALL ENGINE SHOP	47.70
101213	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	48.41
	STAPLES		COMMUNITY CENTER	83.41
101214	SUBURBAN PROPANE	PROPANE LINE REPAIR	PARK & RECREATION FAC	170.68
101215	SYKES, CASSANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	42.00
	SYKES, CASSANDRA		COMMUNITY CENTER	63.00
101216	TCA ARCHITECTURE PLA	PROFESSIONAL SERVICES - MAY 20	SEWER CAPITAL PROJECTS	9,030.07
101217	TOVAR PROPERTIES	UB 601340000002 3628 122ND ST	WATER/SEWER OPERATION	96.22

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101218	TRANSPO GROUP	PROFESSIONAL SERVICES - THROUG	GMA - STREET	14,921.25
101219	VINYL SIGNS & BANNER	SPRAY PARK SIGN	PARK & RECREATION FAC	137.09
	VINYL SIGNS & BANNER	PARADE SIGN	COMMUNITY EVENTS	896.78
101220	WAGeworks	FLEX PLAN FEES-MAY	PERSONNEL ADMINISTRATIO	57.00
101221	WALSH, MARK	UB 451510000000 5008 138TH ST	WATER/SEWER OPERATION	154.57
101222	WAXIE SANITARY SUPPL	JANITORIAL SUPPLIES	PARK & RECREATION FAC	630.39
101223	WCIA	NOTARY BOND	COMMUNITY DEVELOPMENT-	50.00
101224	WEILAND, COLLEEN	UB 245723120000 5723 120TH PL	WATER/SEWER OPERATION	227.88
101225	WESTERN PETERBILT	CORE RETURN	EQUIPMENT RENTAL	-287.23
	WESTERN PETERBILT	CORE CHARGES	EQUIPMENT RENTAL	287.23
	WESTERN PETERBILT	BRAKE DRUMS - #J007	EQUIPMENT RENTAL	396.81
	WESTERN PETERBILT	BRAKE KIT RELINE, DRUMS & MOUN	EQUIPMENT RENTAL	1,291.01
101226	WHITE CAP CONSTRUCT	EPOXY AND WEDGE ANCHORS	ROADWAY MAINTENANCE	249.66
101227	WHITLOCK, DEVON	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
101228	WSSO ADVANCED	TRAINING-FORSLOF	POLICE TRAINING-FIREARMS	250.00
101229	ZEE MEDICAL SERVICE	RESTOCK FIRST AID BOX-KBCC	COMMUNITY CENTER	84.41

WARRANT TOTAL: 1,077,748.53

CHECK # 100317 CHECK LOST (5,662.24)

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

1,072,086.29

Index #12

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

CITY COUNCIL MEETING DATE: July 13, 2015

AGENDA ITEM: 1. Ordinance revising MMC 14.07.090 establishing requirements for latecomer reimbursement contracts for water and sewer improvements.	
PREPARED BY: Gloria Hirashima, Chief Administrative Officer DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Memo from Keithly, Weed and Graafstra 2. Redline ordinance showing revisions to existing municipal code. 3. Draft ordinance.	
BUDGET CODE:	AMOUNT: N/A

SUMMARY:

Chapter 35.91 RCW, the Municipal Water and Sewer Facilities Act, authorizes cities to contract with the owners of real property to construct water and sewer facilities, and to provide for reimbursement from the owners of real property who did not contribute to the original cost of construction and who subsequently tap into or use such sewer and water facilities, referred to as “latecomer reimbursement contracts.” In 2013 the Washington State Legislature adopted significant procedural and substantive amendments to chapter 35.91 RCW affecting latecomer reimbursement contracts that became effective July 1, 2014. The most significant of these changes was to take away the city’s discretion to enter into latecomer agreements when requested by a developer.

The municipal code currently addresses latecomer agreements in MMC 14.07.090. This proposed amendment to MMC 14.07.090 will implement the 2013 RCW amendments and provide clear guidance to both city officials and property owners.

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to approve the Ordinance amending MMC 14.07.090.

LAW OFFICES OF

WEED, GRAAFSTRA and BENSON, INC., P.S.

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MEMORANDUM

FROM: Pat Anderson
 TO: Weed, Graafstra and Benson Municipal Clients
 RE: 2013 AMENDMENTS TO RCW 35.91 (UTILITY LATECOMER AGREEMENTS)
 DATE: May xx, 2014

I. Introduction.

Two separate statutes govern latecomer agreements. Chapter 35.72 RCW governs latecomer agreements for street projects,¹ while chapter 35.91 RCW governs utility latecomer agreements. While the procedural and substantive requirements of the two chapters are significantly different, both provide for a municipality to contract with the owners of real property to construct improvements, and upon acceptance and conveyance to the municipality, require owners of other properties who did not contribute to the cost of construction to pay a pro rata share when they seek to develop their properties.

In 2013, the legislature adopted significant amendments to chapter 35.91 RCW, the Municipal Water and Sewer Facilities Act, which changes the procedural and substantive requirements for utility latecomer agreements effective July 1, 2014. While no provision of either statute contains a requirement that municipalities adopt ordinances addressing procedural or substantive requirements for latecomer agreements in their municipal codes, many municipalities have adopted such ordinances. Municipalities that have not adopted ordinances incorporating code provisions addressing the substantive and procedural requirements for

¹ Under chapter 35.72 RCW, latecomer agreements are referred to as “assessment reimbursement contracts,” RCW 35.72.040, but they are commonly referred to as “latecomer agreements.”

latecomer agreements should consider adopting such ordinances to provide clear guidance to both city officials and property owners. If required procedures are not followed, property owners ostensibly subject to latecomer agreements who later seek to develop their property may have the latecomer agreements invalidated.² Although the 2013 amendments only affected requirements for utility latecomer agreements, a parallel review of code provisions for street project latecomer agreements is appropriate as well.

The amendments to the utility latecomer agreement statute are contained in ESHB 1717 Section 2 (adding a new definition section as RCW 35.91.015) and Section 3 (repealing the prior RCW 35.91.020 and substituting entirely different substantive and procedural requirements). The statutory changes are included at the end of this memo. ESHB 1717 also made significant amendments to SEPA, chapter 43.21C, which are not addressed in this memo. The amendments to SEPA became effective July 28, 2013, while the effective date of the amendments to chapter 35.91 was delayed until July 1, 2014.

Weed, Graafstra and Benson, Inc., has reviewed each of its clients' municipal codes and will provide a city-specific recommendation and assistance in revising municipal codes on request; however, this memorandum is to assist our clients attain a basic understanding in the new legal requirements generally.

2. Utility Latecomer Agreements Prior to ESHB 171.

The utility latecomer agreement statute, chapter 35.91 RCW, was short, straightforward and largely devoid of complicated procedural requirements prior to ESHB 1717. It was adopted

² *Woodcreek Land Limited Partnerships v. City of Puyallup*, 69 Wn.App 1 (1993) is an example of a such a challenge in the context of a street project latecomer agreement, and will be discussed in this memo because some of its principles now will apply to utility latecomer agreements as well under the 2013 amendments.

in 1965, and remained largely unchanged to the present day, except some amendments relating to the authorized term of utility latecomer agreements and potential extensions of the term.

Section 35.91.010 RCW simply declared the purpose (improvement of public health and implementation of development being furthered by adequate water facilities and storm and sanitary storm and sanitary sewer systems) and the short title of the chapter (Municipal Water and Sewer Facilities Act).

Section 35.91.020 RCW contained the heart of the statute in one paragraph in Subsection 1(a), which authorized but did not require municipalities to contract with property owners to construct utility improvements and receive partial reimbursement:

(1)(a) ... the governing body of any city, town, county, water-sewer district, or drainage district, hereinafter referred to as a "municipality" may contract with owners of real estate for the construction of storm, sanitary, or combination sewers, pumping stations, and disposal plants, water mains, hydrants, reservoirs, or appurtenances, hereinafter called "water or sewer facilities," within their boundaries or (except for counties) within ten miles from their corporate limits connecting with the public water or sewerage system to serve the area in which the real estate of such owners is located, and to provide for a period of not to exceed twenty years for the reimbursement of such owners and their assigns by any owner of real estate who did not contribute to the original cost of such water or sewer facilities and who subsequently tap onto or use the same of a fair pro rata share of the cost of the construction of said water or sewer facilities, including not only those directly connected thereto, but also users connected to laterals or branches connecting thereto, subject to such reasonable rules and regulations as the governing body of such municipality may provide or contract, and notwithstanding the provisions of any other law.

Subsection 4 of this section provided that the latecomer agreement was not effective as to any property owner who tapped into or connected to the contracted water or sewer improvement prior to the time the latecomer agreement was recorded with the county auditor.

Section 35.91.030 RCW provided for approval and acceptance of the contracted facilities by the municipality, and section 35.91.040 RCW required payment of the latecomer charge prior

to any other property owner being authorized to tap into or use the contracted facilities, and latecomer fees to be paid to the party who constructed the facilities within sixty days of receipt.

In practice, utility latecomer agreements are only appropriate when a property owner needs to construct a water or sanitary or storm sewer improvement for his own development, and the improvement will contain excess capacity that will be available to others. Typically, the requirement for the improvements existed in water, sewer, or surface water regulations that required the specific service for development, would be applied through SEPA and development review, and would be made conditions of development approvals such as preliminary plats or site plan review. For example, a plat might require a pump station or water main that was required for that plat but oversized for the property owner's own development.

The subsequent property owner who takes advantage of the contracted improvements who did not contribute to the original cost in fairness should in fairness pay a pro rata share of the cost. While there are several ways to determine that, probably the most common has been to determine the total capacity created by the contracted improvement in equivalent residential units (ERUs), and divide the total cost by the total ERUs created (or added), resulting in a per ERU latecomer fee, payable only if and when a property owner seeks to tap into or use the contracted improvement.

The utility latecomer statute provided no requirement for notice to other property owners or for a hearing prior to approval of the latecomer agreement. Recording of the latecomer agreement itself provided notice to potentially affected property owners. Unlike street project latecomer agreements, there is no issue as to the reimbursement assessment area, which might affect the decision to enter into a latecomer agreement for a street project, since the latecomer fee is only assessed to a property owner who actually connects or taps into the contracted

improvement, rather than anyone who develops in an approved assessment reimbursement area. Likewise, the amount of the latecomer fee (fair pro rata share) is typically a fairly straightforward mathematical computation of dividing cost by capacity created rather than a more LID-like assessment of “benefit” to particular properties to calculate pro rata shares for a street project latecomer agreement.

3. Street Project Latecomer Agreements.

In order to understand the most significant change to utility latecomer agreements from the ESHB 1717, it is helpful to contrast what the street project latecomer statute, chapter 35.72 RCW, has provided since the 1980s, and to understand how the requirements of that statute have been interpreted by the appellate court.

Section 35.72.010 RCW authorizes municipalities to contract with the owners of real property for the construction of street projects that the owners elect to install “as a result of ordinances that require the projects as prerequisite to further property development.” The judicial interpretation of the quoted phrase has been critically important for street project latecomer agreements. Simply assume, however, that this means some ordinance existing at the time of the development application must require the construction of the street project as a condition of property development in order for the street project latecomer agreement to be valid and binding on property owners who subsequently develop their property. There had been no similar requirement for utility latecomer agreements prior to ESHB 1717.

Section 35.72.020, 35.72.030 and 35.72.040 are where the differences between street project latecomer agreements and utility latecomer agreements start to become apparent. Unlike the utility latecomer agreement trigger of “tapping into or using” the utility improvement, the street project latecomer agreement is triggered by seeking to develop property within the

“assessment reimbursement areas” and being determined to have a reimbursement share based on the “benefit” to the property owner.

Because of the requirement for determination of an “assessment reimbursement area” and calculation of the latecomer fee on the basis of a specific “benefit” to identified properties, the procedural requirements are considerably more complex. Section 35.72.040 RCW specifies the required procedures. The municipality must first formulate an “assessment benefit area” based on determining which parcels adjacent to the improvements would require similar street improvements upon development. Then the municipality must notify property owners within the proposed reimbursement assessment area of the proposed boundaries and assessments, with certain additional information on rights and options, by certified mail. Any property owner may request a hearing on the boundaries or assessments within twenty days, and a hearing must be held before the legislative body on notice to all affected property owners. The legislative body’s “ruling” is determinative and final. The judicial interpretation of “ruling” is also quite important for street project latecomer agreements, as it has been interpreted as an ordinance confirming the assessment reimbursement area and the pro rata shares. Finally, the reimbursement contract (latecomer agreement) is recorded and become binding on owners of record within the assessment area when they seek to develop their property.

Those familiar with Local Improvement Districts will immediately see the parallels to LIDs, and appreciate the complications these provisions introduce to street project latecomer agreements. However, these provisions have existed since the 1980s, and so should be familiar to city officials who deal with street project latecomer agreements.

4. Judicial Interpretation of the Street Project Latecomer Agreement.

The interpretation of the street project latecomer statute was before the Court of Appeals in *Woodcreek Land Limited Partnerships v City of Puyallup* in 1993. The holding of this case has not been affected by any subsequent court decision. Understanding the requirements for street project latecomer agreements as interpreted in *Woodcreek* is important because ESHB 1717 brings the requirements for utility latecomer agreements closer to street project latecomer agreements in at least one major respect, that the utility improvements are required “as a result of ordinances that require the projects as prerequisite to further property development.”

Puyallup constructed a project to widen South Meridian Street in 1988. It had no ordinance specifically requiring improvements to South Meridian as a prerequisite to further development in any identified area adjacent to South Meridian. It did not contract with any property owner to construct the street improvements. Instead, Puyallup attempted to condition development approvals on participating in the cost of the street improvements through agreements with the property owners seeking development approvals. It did not formulate the reimbursement assessment area until six months after the improvements had been constructed. It adopted an ordinance establishing the reimbursement assessment area and assessments, gave notice of the reimbursement assessment area and assessments, held a hearing, and adopted a subsequent ordinance “confirming” the assessments. No contracts were ever finalized or executed. The property owners challenged the ordinances establishing and confirming the assessments for failure to comply with chapter 35.72 RCW.

The Court of Appeals had no trouble deciding that the Puyallup had violated chapter 35.72 RCW, because it concluded the fundamental requirement that the street improvements be constructed “as a result of ordinances that require the projects as prerequisite to further property

development” had not been met. It is unclear what ordinances Puyallup advanced to meet the “constructed as a result of ordinances that require the projects” requirement, if any, other than its substantive authority under SEPA to condition projects to mitigate significant impacts.

The Court of Appeals was looking for some existing ordinance, any existing ordinance, that required the widening of South Meridian Street as a prerequisite to further development. Puyallup apparently conceded that there was no such specific ordinance requiring the widening of South Meridian Street as a prerequisite of further development. This is not surprising. Most cities would be hard-pressed to identify an existing ordinance requiring some street project as a prerequisite to further development at some specific location.

This conclusion by the Court was sufficient to determine the outcome of the case, but the Court went on to announce its view of other requirements, including the requirement for the legislative authority’s “ruling” and the sequencing of eleven required “steps” under the street project latecomer agreement statute. Although the statute does not address requirements for the “ruling” of the legislative authority, according to the *Woodcreek* court, the “ruling” after the hearing, if one is requested, is the adoption of an ordinance that is the final determination of the assessment reimbursement area and the pro rata shares of reimbursable costs. Although the statute does not specify the form of the determination of the preliminary reimbursement area and assessments, the Court also refers to this as being by adoption of an ordinance as well.

The Court finally lays out its view of the eleven step process for sequencing street project latecomer agreements. Right or wrong, this has been the law since 1993, and each city may wish to review its own procedures against the *Woodcreek* requirements, which are also included at the end of this memo.

5. Changes to Utility Latecomer Agreements in ESHB 1717.

ESHB Section 2 adds a definition section to chapter 35.91, which previously lacked any definitions. None of the definitions (latecomer fee, municipality, and water or sewer facilities) is startling.

Section 3, however, replaces the existing Subsection 35.91.020(1)(a) in its entirety. The new requirements can be summarized:

- (1) At the owner's request, a municipality *must* contract with the owner of real estate for water or sewer facilities the owner elects to install solely at the owner's expense. The municipality no longer has any discretion whether or not to contract with the property owner if all of the requirements are met.
- (2) The owner must submit a request for a latecomer agreement prior to approval of the water or sewer facility by the municipality.
- (3) The owner may only request a latecomer agreement in "locations" where the municipality's ordinances require the facilities be constructed or improved "as a prerequisite to further development." This requirement appears to have been brought over verbatim from chapter 35.72 RCW governing street project latecomer agreements.
- (4) The facilities must be within the corporate limits or within ten miles of the corporate limits.
- (5) The latecomer agreement must have a minimum term of 20 years.
- (6) The latecomer agreement must be recorded, and must contain conditions required by the municipality in accordance with its adopted policies and standards.
- (7) The owner must request a comprehensive plan approval (amendment?) for the facility if required.
- (8) Connection of the facility to the municipal system must be conditioned upon inspection and approval by the municipality, transfer to the municipality without cost, compliance with the owner's obligations under the latecomer agreement, provision of security for completion of the facility, payment of the municipality's costs associated with the facility, and verification of all contracts and costs related to the facility.

There are other procedural and substantive requirements, but these are the significant amendments. Under the ESHB 1717 amendments, if an owner requests a utility latecomer agreement, and the required conditions are met, entering a latecomer agreement is mandatory rather than discretionary. Because of the requirement that the municipality's ordinances require

the facilities be constructed as a prerequisite to further development, the property owner's choice is really to construct the facilities at its sole expense or forego development. If the property owner elects to install facilities the municipality has required be constructed as a prerequisite to development, then the property owner is entitled to a latecomer agreement if he requests it.

The nature of the "ordinances" establishing the "locations where facilities must be constructed or improved as a prerequisite to further development" is the most significant question arising from ESHB 1717. These ordinances probably will be uncodified ordinances adopted after updates to comprehensive plans and water, sewer and storm functional plans, which will identify the new facility construction and improvements for development in specific locations. This is supported by the title of ESHB 1717 ("AN act Relating to incentivizing up-front environmental planning, review and infrastructure actions..."). These ordinances are much more likely to be ordinances establishing the general locations where water and sewer facilities must be constructed or improved for future development in some planning subarea or other identified location. The large unanswered question from ESHB 1717 is how specific the location must be identified; *Woodcreek* suggests it should be very specific, but if it is based on comprehensive planning, it may be that a very high level conceptual description of the required improvements and locations will be sufficient.

Comprehensive plan land use and utility chapters and water and sewer comprehensive plans should be reviewed, required facility construction or improvement identified, and ordinances adopted specifically requiring such facilities as a prerequisite of further development in the locations to be served by the identified facilities. A parallel review of the transportation chapter of comprehensive plans should be made and ordinances adopted requiring construction or improvement of identified transportation facilities as a prerequisite to further development

adjacent to the identified transportation facilities. These ordinances will clearly meet the statutory requirement under *Woodcreek*, and will allow municipalities to contract with developers to construct the facilities and receive partial reimbursement.

With the repeal of the prior authority for discretionary latecomer agreements with property owners, where no ordinance other than utility standards required such facilities, it appears there is no longer any authority to enter a latecomer agreement with, for example, a plat developer who constructs an oversized pump station or water main, which was probably the most common circumstances in which utility latecomer agreements were historically used.

What is clear from *Woodcreek*, although it is in the context of street project latecomer agreements, is that when the statute says there must be an ordinance requiring construction of some project as a prerequisite to further development, then there must be some existing ordinance requiring the project prior to the time the development application is filed. This is the first requirement for a valid and binding latecomer agreement under *Woodcreek*. As the new requirement for utility latecomer agreements of an ordinance requiring specific utility facilities in specific locations “as a prerequisite to further development” is virtually identical to the language in the street project latecomer agreement statute, it is nearly certain that it will be interpreted in the same way. SEPA substantive authority is not enough to be that ordinance, and general water and sewer standards ordinances for development approval will not be enough, since they are not specific to a “location.” Only as this new statute is tested in practice will the answers likely start to become known.

What is certain that ESHB 1717 will require amendment of local ordinances addressing utility latecomer agreements, and will require changes in practices of those jurisdictions without

local code provisions. Our office will be in touch with each of you to discuss whether you wish for us to help draft an amending ordinance to bring your code into compliance with the new law.

RCW 35.91.015

Definitions. (*Effective July 1, 2014.*)

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Latecomer fee" means a charge collected by a municipality, whether separately stated or as part of a connection fee for providing access to a municipal system, against a real property owner who connects to or uses a water or sewer facility subject to a contract created under RCW [35.91.020](#).

(2) "Municipality" means the governing body of any county, city, town, or drainage district.

(3) "Water or sewer facilities" means storm, sanitary, or combination sewers, pumping stations, and disposal plants, water mains, hydrants, reservoirs, or appurtenances.

[2013 c 243 § 2.]

RCW 35.91.020

Contracts with owners of real estate for water or sewer facilities — Requirements — Financing — Reimbursement of costs. (*Effective July 1, 2014.*)

(1)(a) At the owner's request, a municipality must contract with the owner of real estate for the construction or improvement of water or sewer facilities that the owner elects to install solely at the owner's expense. The owner must submit a request for a contract to the municipality prior to approval of the water or sewer facility by the municipality. The owner's request may only require a contract under this subsection (1)(a) in locations where a municipality's ordinances require the facilities to be improved or constructed as a prerequisite to further property development. Water or sewer facilities improved or constructed in accordance with this subsection (1)(a) must be located within the municipality's corporate limits or, except as provided otherwise by this subsection (1)(a), within ten miles of the municipality's corporate limits. Water or sewer facilities improved or constructed in accordance with this subsection (1)(a) may not be located outside of the county that is party to the contract. The contract must be filed and recorded with the county auditor and must contain conditions required by the municipality in accordance with its adopted policies and standards. Unless the municipality provides written notice to the owner of its intent to request a comprehensive plan approval, the owner must request a comprehensive plan approval for a water or sewer facility, if required, and connection of the

water or sewer facility to the municipal system must be conditioned upon:

(i) Construction of the water or sewer facility according to plans and specifications approved by the municipality;

(ii) Inspection and approval of the water or sewer facility by the municipality;

(iii) Transfer to the municipality of the water or sewer facility, without cost to the municipality, upon acceptance by the municipality of the water or sewer facility;

(iv) Full compliance with the owner's obligations under the contract and with the municipality's rules and regulations;

(v) Provision of sufficient security to the municipality to ensure completion of the water or sewer facility and other performance under the contract;

(vi) Payment by the owner to the municipality of all of the municipality's costs associated with the water or sewer facility including, but not limited to, engineering, legal, and administrative costs; and

(vii) Verification and approval of all contracts and costs related to the water or sewer facility.

(b) If authorized by ordinance or contract, a municipality may participate in financing water or sewer facilities development projects authorized and improved or constructed in accordance with (a) of this subsection. Unless otherwise provided by ordinance or contract, municipalities that participate in the financing of water or sewer facilities improved or constructed in accordance with (a) of this subsection:

(i) Have the same rights to reimbursement as owners of real estate who make contributions as authorized under this section; and

(ii) Are entitled to a pro rata share of the reimbursement based on the respective contribution of the owner and the municipality.

(2) A contract entered into under this section must also provide, in accordance with the requirements of this section, for the pro rata reimbursement to the owner or the owner's assigns for twenty years, or for a longer period if extended in accordance with subsection (4) of this section. The reimbursements must be: (a) Within the period of time that the contract is effective; (b) for a portion of the costs of the water or sewer facilities improved or constructed in accordance with the contract; and (c) from latecomer fees received by the municipality from property owners who subsequently connect to or use the water or sewer facilities, but who did not contribute to the original cost of the facilities.

(3) Except as provided otherwise by this section, a municipality seeking reimbursement from an owner of real estate under this section is limited to the dollar amount authorized in accordance with subsection (7) of this section. This does not prevent the municipality from collecting amounts for services or infrastructure that are additional expenditures not subject to the ordinance, contract, or agreement, nor does it prevent the collection of fees that are

reasonable and proportionate to the total expenses incurred by the municipality in complying with this section.

(4)(a) The contract may provide for an extension of the twenty-year reimbursement period for a time not to exceed the duration of any moratorium, phasing ordinance, concurrency designation, or other governmental action that prevents making applications for, or the approval of, any new development within the benefit area for a period of six months or more.

(b) Upon the extension of the reimbursement period pursuant to (a) of this subsection, the contract must specify the duration of the contract extension and must be filed and recorded with the county auditor. Property owners who are subject to the reimbursement obligations under subsection (1) of this section shall be notified by the contracting municipality of the extension filed under this subsection.

(5) The requirement for a municipality to contract with an owner of real estate for the construction or improvement of water or sewer facilities under this section is only applicable if the facilities are consistent with all applicable comprehensive plans and development regulations of the municipalities through which the facilities will be constructed or will serve.

(6) Each contract must include a provision requiring that every two years from the date the contract is executed a property owner entitled to reimbursement under this section provide the municipality with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the contract. If the property owner fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the contracting municipality may collect any reimbursement funds owed to the property owner under the contract. The funds collected under this subsection must be deposited in the capital fund of the municipality.

(7) To the extent it may require in the performance of the contract, the municipality may install the water or sewer facilities in and along the county streets in the area to be served as hereinabove provided, subject to reasonable requirements as to the manner of occupancy of the streets as the county may by resolution provide. The provisions of the contract may not be effective as to any owner of real estate not a party thereto unless the contract has been recorded in the office of the county auditor of the county in which the real estate of the owner is located prior to the time the owner taps into or connects to the water or sewer facilities.

(8) Within one hundred twenty days of the completion of a water or sewer facility, the owners of the real estate must submit the total cost of the water or sewer facility to the applicable municipality. This information must be used by the municipality as the basis for determining reimbursements by future users who benefit from the water or sewer facility, but who did not contribute to the original cost of the water or sewer facility.

(9) Nothing in this section is intended to create a private right of action for damages against a municipality for failing to comply with the requirements of this section. A municipality, its officials, employees, or agents may not be held liable for failure to collect a latecomer fee unless the failure was willful or intentional. Failure of a municipality to comply

with the requirements of this section does not relieve a municipality of any future requirement to comply with this section.

[2013 c 243 § 3. Prior: 2009 c 344 § 1; 2009 c 230 § 1; 2006 c 88 § 2; 1999 c 153 § 38; 1981 c 313 § 11; 1967 c 113 § 1; 1965 c 7 §35.91.020 ; prior: 1959 c 261 § 2.]

Excerpt from *Woodcreek land Limited Partnerships v City of Puyallup*:

We conclude that the appropriate sequence is as follows:

(1) The owner of property has property that it wishes to develop, but a prerequisite of that development is an ordinance requiring the construction or improvement of street projects. RCW 35.72.010.

(2) The owner elects to install those required projects, and it proposes to the city, town or county [hereinafter city] that an assessment reimbursement contract be created. RCW 35.72.010.

(3) The city may agree to a contract in which the owner can be reimbursed for a portion of the costs of the projects by other property owners. RCW 35.72.020.

(4) The contract between the city and the owner constructing the projects must identify the other properties within the assessment reimbursement area that would be liable to assessment, and must include the reimbursement shares of those other properties. RCW 35.72.020(1) and (2).

(5) The city determines the reimbursement share by selecting a method of cost apportionment based on the benefit of the projects to the other property owners. RCW 35.72.030.

(6) The city formulates the assessment reimbursement area based on a selection of parcels adjacent to the projects that will require similar street improvements upon development. RCW 35.72.040(1). After making a preliminary determination of the boundaries of those parcels, the city must notify the record owners of those parcels, by certified mail, of the **[847 P.2d 506]** proposed assessment area, the assessment share, and the owners' rights and options. RCW 35.72.040(2). If any owner requests a public hearing within twenty days of the notice, the city must conduct a public hearing, notice of which must be given to all affected owners. RCW 35.72.040(2).

(7) After conducting the public hearing, if requested, the city adopts an ordinance that is the final determination of the assessment reimbursement area and the pro rata shares of reimbursable costs. RCW 35.72.040(2).

(8) The city and the owner constructing the projects then finalize and execute the assessment reimbursement contract and include the assessment reimbursement area and pro rata share of reimbursement determined by the city. RCW 35.72.040(3).

(9) The assessment reimbursement contract must be recorded in the appropriate county auditor's office within thirty days of its execution. RCW 35.72.040(3).

(10) Once the assessment reimbursement contract is recorded, its provisions for reimbursement are binding on owners of record within the reimbursement assessment area who were not parties to the contract. RCW 35.72.040(4).

(11) If an owner subsequently develops his or her property within the reimbursement assessment area within fifteen years, and is not required to install similar street projects because the projects were already installed under the contract, then the city can require that that owner reimburse the owner who initially constructed the project, pursuant to the reimbursement share determined previously under RCW 35.72.030. RCW 35.72.020(4).

As explained above, the City did not comply with the first step of this process because it did not have an ordinance in effect requiring improvements "as a prerequisite to further property development." RCW 35.72.010.

14.07.090 Recovery contracts.

~~At the option of the city council, any party having constructed a public water or sewer line at its own cost, extending over 200 feet from the nearest mainline, may be allowed to enter into a recovery contract with the city providing for partial reimbursement to such party, or its assigns, for the costs of such construction, including the costs of engineering and design work, and all costs of labor and materials reasonably incurred for the length of the improvements. Such contracts shall be governed by the following provisions:~~

~~(1) Within 30 days after a utility line is accepted by the city and a bill of sale/warranty is filed with respect to the same, the proponent of the recovery contract shall submit a request for the same, using a form supplied by the city, together with supporting documentation showing all costs incurred in the project.~~

~~(2) An assessment area shall be formulated based upon a determination by the city as to which parcels of real estate will be directly benefited by the same.~~

(1) When an owner of real estate is required by MMC 14.01.050, 14.01.055, 14.03.250, 14.03.300, 14.03.310, 14.07.080, or any other ordinance, to improve or construct water or sewer facilities as a prerequisite to further property development, the provisions of chapter 35.91 RCW shall apply. The owner must submit a written request on a form provided by the city for a contract to recover the cost of the improvement or construction of water or sewer facilities prior to the approval of the water or sewer facility by the city. If an owner does not timely submit a written request, the city is not obligated to enter into a contract with the owner for the recovery of latecomer fees.

(a) Within one hundred twenty (120) days of completion of the water or sewer facility and its acceptance by the city, the owner of real estate must submit the total cost of the water or sewer facility to the City in a form acceptable to the City. This information will be used by the City to determine reimbursements by future users who will benefit from the water or sewer facility, but who did not contribute to the original cost of the water or sewer facility.

(2) The city will determine the parcels which will directly benefit from the improvements and include those parcels in the assessment area.

(3) The reimbursement share of all property owners in the assessment area shall be the pro rata share of the total cost of the project, less any contributions paid by the city. Each reimbursement share shall be determined by the city using a method of cost apportionment which is based upon the benefit received by each property

from the project. This will generally be prorated on a front-footage basis, but the City may utilize another method of cost apportionment provided that the method assesses properties on a pro rata basis. The owner seeking a recovery contract shall not be reimbursed for the share of benefits which are allocated to its property. There shall be no reimbursement to the proponent for the share of the benefits which are allocated to its property.

(4) A preliminary determination of area boundaries and assessments, along with a description of the property owner's rights and options, shall be forwarded by certified and first class mail to the property owners of record within the proposed assessment area. A property owner within the assessment area may request a hearing before the city council. Such request must be in writing and specify the relief sought. The request must be filed with the city clerk, the city attorney, and director of public works ~~If any property owner requests a hearing in writing~~ within 20 days of the mailing of the preliminary determination. After receiving a timely request for a hearing, notice shall be given to all property owners in the assessment area of the date, time, and location of the hearing. ~~a hearing shall be held before the city council, notice of which shall be given to all affected property owners.~~ The city council's ruling shall be determinative and final.

(5) The contract, upon approval by the city council, shall be recorded in the records of with the Snohomish County auditor within 30 days of such approval. The recorded contract shall constitute a lien against all real property within the assessment area which did not contribute to the original cost of the utility project.

(6) If, within a period of 15-20 years from the date the contract was recorded (or such other period provided for in the contract), any property within the assessment area applies for connection to the utility line, the lien for payment of the property's proportionate share shall become immediately due and payable to the city as a condition of receiving connection approval.

(7) All assessments collected by the city pursuant to a recovery contract, less the city's administrative charge, shall be paid to the original proponent, its personal representative, successors or assigns within 30 days after receipt by the city. The city's administrative charge for each collection is set forth in MMC 14.07.005.

~~(8) At the termination of the 15-year recovery period the lien shall continue, but all collections thereafter shall be for the benefit of the city and shall be deposited in the city's utility fund.~~

~~(98)~~ Nothing in this section, nor any provision in a recovery contract, shall be construed as establishing the city as a public utility in areas not already connected to the city's utility system, nor shall this section, or any recovery contract, be construed as establishing express or implied rights for any property owner to connect to

the city's utility system without first qualifying for such connection by compliance with all applicable city codes and ordinances.

(9) In all cases, the city engineer shall determine the size and depth of water and sewer mains connected to the city utility system and the need to any pumps, lift stations, or other appurtenances. The determination shall be consistent with the city's comprehensive plan and the long-range objectives for the water and sewer utility. Where the city engineer determines that a property owner/developer of residential property is required to install a water main with a diameter in excess of eight inches or a sewer main with a diameter in excess of 10 inches, and if the purpose of such oversizing is to provide for future extension of the main to adjacent properties within the utility service area, and not merely to meet the needs of the property responsible for constructing the main, then the property owner will be entitled to reimbursement under MMC 14.07.080.

**CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,
AMENDING MMC 14.07.090 ESTABLISHING PROCEDURES FOR WATER
AND SEWER LATECOMER REIMBURSEMENT CONTRACTS; PROVIDING
FOR SEVERABILITY; AND EFFECTIVE DATE.**

WHEREAS, chapter 35.91 RCW, the Municipal Water and Sewer Facilities Act, authorizes cities to contract with the owners of real property to construct water and sewer facilities, and to provide for reimbursement from the owners of real property who did not contribute to the original cost of construction and who subsequently tap into or use such sewer and water facilities, referred to as "latecomer reimbursement contracts," and

WHEREAS, in 2013 the Washington State Legislature adopted significant procedural and substantive amendments to chapter 35.91 RCW affecting latecomer reimbursement contracts that became effective July 1, 2014; and

WHEREAS, adoption of city regulations to implement the 2013 amendments will provide clear guidance to both city officials and property owners; and

WHEREAS, the City desires to update and revise MMC 14.07.090 to be consistent with the amendments to chapter 35.91RCW.

NOW THEREFORE, the City Council of the City of Marysville, Washington do ordain as follows:

Section 1. MMC 14.07.090 is hereby amended as set forth in Exhibit "A."

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

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

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

CITY OF MARYSVILLE

By: _____
JON NEHRING, MAYOR

Attest:

By: _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

By: _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)

Update
Index #17

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

AGENDA ITEM: Revision to Impact Fee Deferral Ordinance	
PREPARED BY: Gloria Hirashima	DIRECTOR APPROVAL:
DEPARTMENT: Community Development	
ATTACHMENTS: <ol style="list-style-type: none"> 1. Memo to Council 2. SB 5923-Session Law 3. Planning Commission minutes -6/9/15 and 6/30/15. 4. Draft ordinances amending 22D.020.030, 22D.030.070, 22D.040.060 and 22D.010.160 of the Marysville Municipal Code. 	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The Washington Legislature passed and the Governor signed SB5923. The new law provides that cities adopt an impact fee deferral process for single family new construction by September 1, 2016. The law also provides that if a city has an existing impact fee deferral process in place prior to April 1, 2015 and if it remains in effect after September 1, 2016, the city is exempt from the new provisions.

The City of Marysville has had an impact fee deferral process in effect for single family, multi-family, commercial and industrial development since 2012. The provisions were scheduled to sunset (expire) on July 23, 2015. The attached memo describes the rationale for retaining our existing deferral provisions in order to remain exempt from the provisions of SB 5923.

<p>RECOMMENDED ACTION: Adoption of Ordinance amending existing requirements for impact fee deferral.</p>



EXECUTIVE DEPARTMENT
1049 State Avenue ♦ Marysville, WA 98270
(360) 363-8000 ♦ (360) 651-5099 FAX

Date: July 8, 2015
To: City Council
From: Gloria Hirashima, Chief Administrative Officer/CD Director
Subject: ESHB 5923

During the 2014-15 legislative session, the Washington Legislature passed and the Governor signed SB5923. The new law provides that cities adopt an impact fee deferral process for new attached and detached single family residences. ESHB 6923 requires cities/counties in Washington state adopt a deferral system prior to September 1, 2016. The law also provides that if a city has an existing impact fee deferral process in place prior to April 1, 2015 and if it remains in effect after September 1, 2016, the city is exempt from the new provisions.

The City of Marysville has an impact fee deferral process in effect for single family, multi-family, commercial and industrial development since 2012. The City's ordinance, Ordinance 2904, was adopted in response to the economic downturn and adverse housing market conditions experienced between 2006 and 2012 and the concerns about the languishing multifamily housing market and commercial/industrial projects. The provisions were scheduled to sunset (expire) on July 23, 2015. In reviewing the new legislation, the bill contains very similar provisions to the city's process. One key difference however is that the new legislation while allowing a city/county to choose the point of deferral (ranging from final inspection prior to occupancy, or beyond occupancy) requires recording of a lien on every building permit, regardless of whether the deferral is only to final inspection or beyond occupancy. A lien recording for a deferral to final inspection is unnecessary and burdensome for both city and builder. The City controls the process of final inspection and that in turn controls occupancy. The process of filing a lien and then a lien release would be costly and time consuming for no purpose. A lien and lien release does make sense if the deferral was granted beyond occupancy, because the City does not have controls over change in ownership and would have difficulty ensuring collection of the impact fees beyond occupancy and a lien process provides some measure of control (although it can still be difficult if there is no imminent transfer of ownership). Our prior ordinance chose the final inspection as the extent of deferral of impact fees for single family residences. This has been relatively easy to monitor and collect for single family residences. We have had no incidents involving non-payment at that point for any deferrals resulting from the ordinance.

The draft ordinance focuses on the ESHB requirements for single family deferrals. The draft ordinance does not propose continuation of the multi-family provisions as the City has experienced strong apartment growth and staff does not believe further impact fee deferrals are necessary to support new projects. The proposed ordinance does continue provisions for commercial/industrial growth deferrals. The deferral for commercial/industrial growth is 18 months from occupancy. Commercial/industrial developments are not subject to park or school impact fees, so the deferral applies to traffic fees only. A lien is required for deferrals for commercial/industrial, as the point of collection extends beyond occupancy of the buildings.

Because the City wishes to retain our existing deferral system, the Planning Commission is recommending revision to our existing ordinance to remove the sunset provisions and to remove the applicability to multi-family projects which were not included in the new legislation.

CERTIFICATION OF ENROLLMENT

ENGROSSED SENATE BILL 5923

Chapter 241, Laws of 2015

64th Legislature
2015 Regular Session

SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL CONSTRUCTION--
DEFERRED IMPACT FEES

EFFECTIVE DATE: 9/1/2016

Passed by the Senate April 16, 2015
Yeas 28 Nays 18

BRAD OWEN

President of the Senate

Passed by the House April 14, 2015
Yeas 82 Nays 15

FRANK CHOPP

Speaker of the House of Representatives

Approved May 11, 2015 2:46 PM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Hunter G. Goodman, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SENATE BILL 5923** as passed by Senate and the House of Representatives on the dates hereon set forth.

HUNTER G. GOODMAN

Secretary

FILED

May 12, 2015

**Secretary of State
State of Washington**

ENGROSSED SENATE BILL 5923

AS AMENDED BY THE HOUSE

Passed Legislature - 2015 Regular Session

State of Washington 64th Legislature 2015 Regular Session**By** Senators Brown, Liiias, Roach, Dansel, Hobbs, Warnick, and Chase

Read first time 02/11/15. Referred to Committee on Trade & Economic Development.

1 AN ACT Relating to promoting economic recovery in the
2 construction industry; amending RCW 82.02.050 and 36.70A.070; adding
3 a new section to chapter 44.28 RCW; adding a new section to chapter
4 43.31 RCW; and providing an effective date.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 **Sec. 1.** RCW 82.02.050 and 1994 c 257 s 24 are each amended to
7 read as follows:

8 (1) It is the intent of the legislature:

9 (a) To ensure that adequate facilities are available to serve new
10 growth and development;

11 (b) To promote orderly growth and development by establishing
12 standards by which counties, cities, and towns may require, by
13 ordinance, that new growth and development pay a proportionate share
14 of the cost of new facilities needed to serve new growth and
15 development; and

16 (c) To ensure that impact fees are imposed through established
17 procedures and criteria so that specific developments do not pay
18 arbitrary fees or duplicative fees for the same impact.

19 (2) Counties, cities, and towns that are required or choose to
20 plan under RCW 36.70A.040 are authorized to impose impact fees on
21 development activity as part of the financing for public facilities,

1 provided that the financing for system improvements to serve new
2 development must provide for a balance between impact fees and other
3 sources of public funds and cannot rely solely on impact fees.

4 (3)(a)(i) Counties, cities, and towns collecting impact fees
5 must, by September 1, 2016, adopt and maintain a system for the
6 deferred collection of impact fees for single-family detached and
7 attached residential construction. The deferral system must include a
8 process by which an applicant for a building permit for a single-
9 family detached or attached residence may request a deferral of the
10 full impact fee payment. The deferral system offered by a county,
11 city, or town under this subsection (3) must include one or more of
12 the following options:

13 (A) Deferring collection of the impact fee payment until final
14 inspection;

15 (B) Deferring collection of the impact fee payment until
16 certificate of occupancy or equivalent certification; or

17 (C) Deferring collection of the impact fee payment until the time
18 of closing of the first sale of the property occurring after the
19 issuance of the applicable building permit.

20 (ii) Counties, cities, and towns utilizing the deferral process
21 required by this subsection (3)(a) may withhold certification of
22 final inspection, certificate of occupancy, or equivalent
23 certification until the impact fees have been paid in full.

24 (iii) The amount of impact fees that may be deferred under this
25 subsection (3) must be determined by the fees in effect at the time
26 the applicant applies for a deferral.

27 (iv) Unless an agreement to the contrary is reached between the
28 buyer and seller, the payment of impact fees due at closing of a sale
29 must be made from the seller's proceeds. In the absence of an
30 agreement to the contrary, the seller bears strict liability for the
31 payment of the impact fees.

32 (b) The term of an impact fee deferral under this subsection (3)
33 may not exceed eighteen months from the date of building permit
34 issuance.

35 (c) Except as may otherwise be authorized in accordance with (f)
36 of this subsection (3), an applicant seeking a deferral under this
37 subsection (3) must grant and record a deferred impact fee lien
38 against the property in favor of the county, city, or town in the
39 amount of the deferred impact fee. The deferred impact fee lien,

1 which must include the legal description, tax account number, and
2 address of the property, must also be:

3 (i) In a form approved by the county, city, or town;

4 (ii) Signed by all owners of the property, with all signatures
5 acknowledged as required for a deed, and recorded in the county where
6 the property is located;

7 (iii) Binding on all successors in title after the recordation;
8 and

9 (iv) Junior and subordinate to one mortgage for the purpose of
10 construction upon the same real property granted by the person who
11 applied for the deferral of impact fees.

12 (d)(i) If impact fees are not paid in accordance with a deferral
13 authorized by this subsection (3), and in accordance with the term
14 provisions established in (b) of this subsection (3), the county,
15 city, or town may institute foreclosure proceedings in accordance
16 with chapter 61.12 RCW.

17 (ii) If the county, city, or town does not institute foreclosure
18 proceedings for unpaid school impact fees within forty-five days
19 after receiving notice from a school district requesting that it do
20 so, the district may institute foreclosure proceedings with respect
21 to the unpaid impact fees.

22 (e)(i) Upon receipt of final payment of all deferred impact fees
23 for a property, the county, city, or town must execute a release of
24 deferred impact fee lien for the property. The property owner at the
25 time of the release, at his or her expense, is responsible for
26 recording the lien release.

27 (ii) The extinguishment of a deferred impact fee lien by the
28 foreclosure of a lien having priority does not affect the obligation
29 to pay the impact fees as a condition of final inspection,
30 certificate of occupancy, or equivalent certification, or at the time
31 of closing of the first sale.

32 (f) A county, city, or town with an impact fee deferral process
33 on or before April 1, 2015, is exempt from the requirements of this
34 subsection (3) if the deferral process delays all impact fees and
35 remains in effect after September 1, 2016.

36 (g)(i) Each applicant for a single-family residential
37 construction permit, in accordance with his or her contractor
38 registration number or other unique identification number, is
39 entitled to annually receive deferrals under this subsection (3) for
40 the first twenty single-family residential construction building

1 permits per county, city, or town. A county, city, or town, however,
 2 may elect, by ordinance, to defer more than twenty single-family
 3 residential construction building permits for an applicant. If the
 4 county, city, or town collects impact fees on behalf of one or more
 5 school districts for which the collection of impact fees could be
 6 delayed, the county, city, or town must consult with the district or
 7 districts about the additional deferrals. A county, city, or town
 8 considering additional deferrals must give substantial weight to
 9 recommendations of each applicable school district regarding the
 10 number of additional deferrals. If the county, city, or town
 11 disagrees with the recommendations of one or more school districts,
 12 the county, city, or town must provide the district or districts with
 13 a written rationale for its decision.

14 (ii) For purposes of this subsection (3)(g), an "applicant"
 15 includes an entity that controls the applicant, is controlled by the
 16 applicant, or is under common control with the applicant.

17 (h) Counties, cities, and towns may collect reasonable
 18 administrative fees to implement this subsection (3) from permit
 19 applicants who are seeking to delay the payment of impact fees under
 20 this subsection (3).

21 (i) In accordance with sections 3 and 4 of this act, counties,
 22 cities, and towns must cooperate with and provide requested data,
 23 materials, and assistance to the department of commerce and the joint
 24 legislative audit and review committee.

25 (4) The impact fees:

26 (a) Shall only be imposed for system improvements that are
 27 reasonably related to the new development;

28 (b) Shall not exceed a proportionate share of the costs of system
 29 improvements that are reasonably related to the new development; and

30 (c) Shall be used for system improvements that will reasonably
 31 benefit the new development.

32 ((+4)) (5)(a) Impact fees may be collected and spent only for
 33 the public facilities defined in RCW 82.02.090 which are addressed by
 34 a capital facilities plan element of a comprehensive land use plan
 35 adopted pursuant to the provisions of RCW 36.70A.070 or the
 36 provisions for comprehensive plan adoption contained in chapter
 37 36.70, 35.63, or 35A.63 RCW. After the date a county, city, or town
 38 is required to adopt its development regulations under chapter 36.70A
 39 RCW, continued authorization to collect and expend impact fees
 40 ((shall be)) is contingent on the county, city, or town adopting or

1 revising a comprehensive plan in compliance with RCW 36.70A.070, and
2 on the capital facilities plan identifying:

3 ~~((a))~~ (i) Deficiencies in public facilities serving existing
4 development and the means by which existing deficiencies will be
5 eliminated within a reasonable period of time;

6 ~~((b))~~ (ii) Additional demands placed on existing public
7 facilities by new development; and

8 ~~((c))~~ (iii) Additional public facility improvements required to
9 serve new development.

10 (b) If the capital facilities plan of the county, city, or town
11 is complete other than for the inclusion of those elements which are
12 the responsibility of a special district, the county, city, or town
13 may impose impact fees to address those public facility needs for
14 which the county, city, or town is responsible.

15 **Sec. 2.** RCW 36.70A.070 and 2010 1st sp.s. c 26 s 6 are each
16 amended to read as follows:

17 The comprehensive plan of a county or city that is required or
18 chooses to plan under RCW 36.70A.040 shall consist of a map or maps,
19 and descriptive text covering objectives, principles, and standards
20 used to develop the comprehensive plan. The plan shall be an
21 internally consistent document and all elements shall be consistent
22 with the future land use map. A comprehensive plan shall be adopted
23 and amended with public participation as provided in RCW 36.70A.140.
24 Each comprehensive plan shall include a plan, scheme, or design for
25 each of the following:

26 (1) A land use element designating the proposed general
27 distribution and general location and extent of the uses of land,
28 where appropriate, for agriculture, timber production, housing,
29 commerce, industry, recreation, open spaces, general aviation
30 airports, public utilities, public facilities, and other land uses.
31 The land use element shall include population densities, building
32 intensities, and estimates of future population growth. The land use
33 element shall provide for protection of the quality and quantity of
34 groundwater used for public water supplies. Wherever possible, the
35 land use element should consider utilizing urban planning approaches
36 that promote physical activity. Where applicable, the land use
37 element shall review drainage, flooding, and storm water run-off in
38 the area and nearby jurisdictions and provide guidance for corrective

1 actions to mitigate or cleanse those discharges that pollute waters
2 of the state, including Puget Sound or waters entering Puget Sound.

3 (2) A housing element ensuring the vitality and character of
4 established residential neighborhoods that: (a) Includes an inventory
5 and analysis of existing and projected housing needs that identifies
6 the number of housing units necessary to manage projected growth; (b)
7 includes a statement of goals, policies, objectives, and mandatory
8 provisions for the preservation, improvement, and development of
9 housing, including single-family residences; (c) identifies
10 sufficient land for housing, including, but not limited to,
11 government-assisted housing, housing for low-income families,
12 manufactured housing, multifamily housing, and group homes and foster
13 care facilities; and (d) makes adequate provisions for existing and
14 projected needs of all economic segments of the community.

15 (3) A capital facilities plan element consisting of: (a) An
16 inventory of existing capital facilities owned by public entities,
17 showing the locations and capacities of the capital facilities; (b) a
18 forecast of the future needs for such capital facilities; (c) the
19 proposed locations and capacities of expanded or new capital
20 facilities; (d) at least a six-year plan that will finance such
21 capital facilities within projected funding capacities and clearly
22 identifies sources of public money for such purposes; and (e) a
23 requirement to reassess the land use element if probable funding
24 falls short of meeting existing needs and to ensure that the land use
25 element, capital facilities plan element, and financing plan within
26 the capital facilities plan element are coordinated and consistent.
27 Park and recreation facilities shall be included in the capital
28 facilities plan element.

29 (4) A utilities element consisting of the general location,
30 proposed location, and capacity of all existing and proposed
31 utilities, including, but not limited to, electrical lines,
32 telecommunication lines, and natural gas lines.

33 (5) Rural element. Counties shall include a rural element
34 including lands that are not designated for urban growth,
35 agriculture, forest, or mineral resources. The following provisions
36 shall apply to the rural element:

37 (a) Growth management act goals and local circumstances. Because
38 circumstances vary from county to county, in establishing patterns of
39 rural densities and uses, a county may consider local circumstances,
40 but shall develop a written record explaining how the rural element

1 harmonizes the planning goals in RCW 36.70A.020 and meets the
2 requirements of this chapter.

3 (b) Rural development. The rural element shall permit rural
4 development, forestry, and agriculture in rural areas. The rural
5 element shall provide for a variety of rural densities, uses,
6 essential public facilities, and rural governmental services needed
7 to serve the permitted densities and uses. To achieve a variety of
8 rural densities and uses, counties may provide for clustering,
9 density transfer, design guidelines, conservation easements, and
10 other innovative techniques that will accommodate appropriate rural
11 densities and uses that are not characterized by urban growth and
12 that are consistent with rural character.

13 (c) Measures governing rural development. The rural element shall
14 include measures that apply to rural development and protect the
15 rural character of the area, as established by the county, by:

16 (i) Containing or otherwise controlling rural development;

17 (ii) Assuring visual compatibility of rural development with the
18 surrounding rural area;

19 (iii) Reducing the inappropriate conversion of undeveloped land
20 into sprawling, low-density development in the rural area;

21 (iv) Protecting critical areas, as provided in RCW 36.70A.060,
22 and surface water and groundwater resources; and

23 (v) Protecting against conflicts with the use of agricultural,
24 forest, and mineral resource lands designated under RCW 36.70A.170.

25 (d) Limited areas of more intensive rural development. Subject to
26 the requirements of this subsection and except as otherwise
27 specifically provided in this subsection (5)(d), the rural element
28 may allow for limited areas of more intensive rural development,
29 including necessary public facilities and public services to serve
30 the limited area as follows:

31 (i) Rural development consisting of the infill, development, or
32 redevelopment of existing commercial, industrial, residential, or
33 mixed-use areas, whether characterized as shoreline development,
34 villages, hamlets, rural activity centers, or crossroads
35 developments.

36 (A) A commercial, industrial, residential, shoreline, or mixed-
37 use area (~~shall be~~) are subject to the requirements of (d)(iv) of
38 this subsection, but (~~shall~~) are not (~~be~~) subject to the
39 requirements of (c)(ii) and (iii) of this subsection.

1 (B) Any development or redevelopment other than an industrial
2 area or an industrial use within a mixed-use area or an industrial
3 area under this subsection (5)(d)(i) must be principally designed to
4 serve the existing and projected rural population.

5 (C) Any development or redevelopment in terms of building size,
6 scale, use, or intensity shall be consistent with the character of
7 the existing areas. Development and redevelopment may include changes
8 in use from vacant land or a previously existing use so long as the
9 new use conforms to the requirements of this subsection (5);

10 (ii) The intensification of development on lots containing, or
11 new development of, small-scale recreational or tourist uses,
12 including commercial facilities to serve those recreational or
13 tourist uses, that rely on a rural location and setting, but that do
14 not include new residential development. A small-scale recreation or
15 tourist use is not required to be principally designed to serve the
16 existing and projected rural population. Public services and public
17 facilities shall be limited to those necessary to serve the
18 recreation or tourist use and shall be provided in a manner that does
19 not permit low-density sprawl;

20 (iii) The intensification of development on lots containing
21 isolated nonresidential uses or new development of isolated cottage
22 industries and isolated small-scale businesses that are not
23 principally designed to serve the existing and projected rural
24 population and nonresidential uses, but do provide job opportunities
25 for rural residents. Rural counties may allow the expansion of small-
26 scale businesses as long as those small-scale businesses conform with
27 the rural character of the area as defined by the local government
28 according to RCW 36.70A.030(15). Rural counties may also allow new
29 small-scale businesses to utilize a site previously occupied by an
30 existing business as long as the new small-scale business conforms to
31 the rural character of the area as defined by the local government
32 according to RCW 36.70A.030(15). Public services and public
33 facilities shall be limited to those necessary to serve the isolated
34 nonresidential use and shall be provided in a manner that does not
35 permit low-density sprawl;

36 (iv) A county shall adopt measures to minimize and contain the
37 existing areas or uses of more intensive rural development, as
38 appropriate, authorized under this subsection. Lands included in such
39 existing areas or uses shall not extend beyond the logical outer
40 boundary of the existing area or use, thereby allowing a new pattern

1 of low-density sprawl. Existing areas are those that are clearly
2 identifiable and contained and where there is a logical boundary
3 delineated predominately by the built environment, but that may also
4 include undeveloped lands if limited as provided in this subsection.
5 The county shall establish the logical outer boundary of an area of
6 more intensive rural development. In establishing the logical outer
7 boundary, the county shall address (A) the need to preserve the
8 character of existing natural neighborhoods and communities, (B)
9 physical boundaries, such as bodies of water, streets and highways,
10 and land forms and contours, (C) the prevention of abnormally
11 irregular boundaries, and (D) the ability to provide public
12 facilities and public services in a manner that does not permit low-
13 density sprawl;

14 (v) For purposes of (d) of this subsection, an existing area or
15 existing use is one that was in existence:

16 (A) On July 1, 1990, in a county that was initially required to
17 plan under all of the provisions of this chapter;

18 (B) On the date the county adopted a resolution under RCW
19 36.70A.040(2), in a county that is planning under all of the
20 provisions of this chapter under RCW 36.70A.040(2); or

21 (C) On the date the office of financial management certifies the
22 county's population as provided in RCW 36.70A.040(5), in a county
23 that is planning under all of the provisions of this chapter pursuant
24 to RCW 36.70A.040(5).

25 (e) Exception. This subsection shall not be interpreted to permit
26 in the rural area a major industrial development or a master planned
27 resort unless otherwise specifically permitted under RCW 36.70A.360
28 and 36.70A.365.

29 (6) A transportation element that implements, and is consistent
30 with, the land use element.

31 (a) The transportation element shall include the following
32 subelements:

33 (i) Land use assumptions used in estimating travel;

34 (ii) Estimated traffic impacts to state-owned transportation
35 facilities resulting from land use assumptions to assist the
36 department of transportation in monitoring the performance of state
37 facilities, to plan improvements for the facilities, and to assess
38 the impact of land- use decisions on state-owned transportation
39 facilities;

40 (iii) Facilities and services needs, including:

1 (A) An inventory of air, water, and ground transportation
2 facilities and services, including transit alignments and general
3 aviation airport facilities, to define existing capital facilities
4 and travel levels as a basis for future planning. This inventory must
5 include state-owned transportation facilities within the city or
6 county's jurisdictional boundaries;

7 (B) Level of service standards for all locally owned arterials
8 and transit routes to serve as a gauge to judge performance of the
9 system. These standards should be regionally coordinated;

10 (C) For state-owned transportation facilities, level of service
11 standards for highways, as prescribed in chapters 47.06 and 47.80
12 RCW, to gauge the performance of the system. The purposes of
13 reflecting level of service standards for state highways in the local
14 comprehensive plan are to monitor the performance of the system, to
15 evaluate improvement strategies, and to facilitate coordination
16 between the county's or city's six-year street, road, or transit
17 program and the office of financial management's ten-year investment
18 program. The concurrency requirements of (b) of this subsection do
19 not apply to transportation facilities and services of statewide
20 significance except for counties consisting of islands whose only
21 connection to the mainland are state highways or ferry routes. In
22 these island counties, state highways and ferry route capacity must
23 be a factor in meeting the concurrency requirements in (b) of this
24 subsection;

25 (D) Specific actions and requirements for bringing into
26 compliance locally owned transportation facilities or services that
27 are below an established level of service standard;

28 (E) Forecasts of traffic for at least ten years based on the
29 adopted land use plan to provide information on the location, timing,
30 and capacity needs of future growth;

31 (F) Identification of state and local system needs to meet
32 current and future demands. Identified needs on state-owned
33 transportation facilities must be consistent with the statewide
34 multimodal transportation plan required under chapter 47.06 RCW;

35 (iv) Finance, including:

36 (A) An analysis of funding capability to judge needs against
37 probable funding resources;

38 (B) A multiyear financing plan based on the needs identified in
39 the comprehensive plan, the appropriate parts of which shall serve as
40 the basis for the six-year street, road, or transit program required

1 by RCW 35.77.010 for cities, RCW 36.81.121 for counties, and RCW
2 35.58.2795 for public transportation systems. The multiyear financing
3 plan should be coordinated with the ten-year investment program
4 developed by the office of financial management as required by RCW
5 47.05.030;

6 (C) If probable funding falls short of meeting identified needs,
7 a discussion of how additional funding will be raised, or how land
8 use assumptions will be reassessed to ensure that level of service
9 standards will be met;

10 (v) Intergovernmental coordination efforts, including an
11 assessment of the impacts of the transportation plan and land use
12 assumptions on the transportation systems of adjacent jurisdictions;

13 (vi) Demand-management strategies;

14 (vii) Pedestrian and bicycle component to include collaborative
15 efforts to identify and designate planned improvements for pedestrian
16 and bicycle facilities and corridors that address and encourage
17 enhanced community access and promote healthy lifestyles.

18 (b) After adoption of the comprehensive plan by jurisdictions
19 required to plan or who choose to plan under RCW 36.70A.040, local
20 jurisdictions must adopt and enforce ordinances which prohibit
21 development approval if the development causes the level of service
22 on a locally owned transportation facility to decline below the
23 standards adopted in the transportation element of the comprehensive
24 plan, unless transportation improvements or strategies to accommodate
25 the impacts of development are made concurrent with the development.
26 These strategies may include increased public transportation service,
27 ride sharing programs, demand management, and other transportation
28 systems management strategies. For the purposes of this subsection
29 (6), "concurrent with the development" means that improvements or
30 strategies are in place at the time of development, or that a
31 financial commitment is in place to complete the improvements or
32 strategies within six years. If the collection of impact fees is
33 delayed under RCW 82.02.050(3), the six-year period required by this
34 subsection (6)(b) must begin after full payment of all impact fees is
35 due to the county or city.

36 (c) The transportation element described in this subsection (6),
37 the six-year plans required by RCW 35.77.010 for cities, RCW
38 36.81.121 for counties, and RCW 35.58.2795 for public transportation
39 systems, and the ten-year investment program required by RCW
40 47.05.030 for the state, must be consistent.

1 (7) An economic development element establishing local goals,
2 policies, objectives, and provisions for economic growth and vitality
3 and a high quality of life. The element shall include: (a) A summary
4 of the local economy such as population, employment, payroll,
5 sectors, businesses, sales, and other information as appropriate; (b)
6 a summary of the strengths and weaknesses of the local economy
7 defined as the commercial and industrial sectors and supporting
8 factors such as land use, transportation, utilities, education,
9 workforce, housing, and natural/cultural resources; and (c) an
10 identification of policies, programs, and projects to foster economic
11 growth and development and to address future needs. A city that has
12 chosen to be a residential community is exempt from the economic
13 development element requirement of this subsection.

14 (8) A park and recreation element that implements, and is
15 consistent with, the capital facilities plan element as it relates to
16 park and recreation facilities. The element shall include: (a)
17 Estimates of park and recreation demand for at least a ten-year
18 period; (b) an evaluation of facilities and service needs; and (c) an
19 evaluation of intergovernmental coordination opportunities to provide
20 regional approaches for meeting park and recreational demand.

21 (9) It is the intent that new or amended elements required after
22 January 1, 2002, be adopted concurrent with the scheduled update
23 provided in RCW 36.70A.130. Requirements to incorporate any such new
24 or amended elements shall be null and void until funds sufficient to
25 cover applicable local government costs are appropriated and
26 distributed by the state at least two years before local government
27 must update comprehensive plans as required in RCW 36.70A.130.

28 NEW SECTION. **Sec. 3.** A new section is added to chapter 44.28
29 RCW to read as follows:

30 (1) The joint legislative audit and review committee must review
31 the impact fee deferral requirements of RCW 82.02.050(3). The review
32 must consist of an examination of issued impact fee deferrals,
33 including: (a) The number of deferrals requested of and issued by
34 counties, cities, and towns; (b) the type of impact fee deferred; (c)
35 the monetary amount of deferrals, by jurisdiction; (d) whether the
36 deferral process was efficiently administered; (e) the number of
37 deferrals that were not fully and timely paid; and (f) the costs to
38 counties, cities, and towns for collecting timely and delinquent
39 fees. The review must also include an evaluation of whether the

1 impact fee deferral process required by RCW 82.02.050(3) was
2 effective in providing a locally administered process for the
3 deferral and full payment of impact fees.

4 (2) The review required by this section must, in accordance with
5 RCW 43.01.036, be submitted to the appropriate committees of the
6 house of representatives and the senate on or before September 1,
7 2021.

8 (3) In complying with this section, and in accordance with
9 section 4 of this act, the joint legislative audit and review
10 committee must make its collected data and associated materials
11 available, upon request, to the department of commerce.

12 (4) This section expires January 1, 2022.

13 NEW SECTION. **Sec. 4.** A new section is added to chapter 43.31
14 RCW to read as follows:

15 (1) Beginning December 1, 2018, and each year thereafter, the
16 department of commerce must prepare an annual report on the impact
17 fee deferral process established in RCW 82.02.050(3). The report must
18 include: (a) The number of deferrals requested of and issued by
19 counties, cities, and towns; (b) the number of deferrals that were
20 not fully and timely paid; and (c) other information as deemed
21 appropriate.

22 (2) The report required by this section must, in accordance with
23 RCW 43.01.036, be submitted to the appropriate committees of the
24 house of representatives and the senate.

25 NEW SECTION. **Sec. 5.** This act takes effect September 1, 2016.

Passed by the Senate April 16, 2015.

Passed by the House April 14, 2015.

Approved by the Governor May 11, 2015.

Filed in Office of Secretary of State May 12, 2015.

PLANNING
COMMISSION



DRAFT
MINUTES

June 9, 2015

7:00 p.m.

City Hall

CALL TO ORDER

Chair Leifer called the June 9, 2015 meeting to order at 7:00 p.m. noting the presence of all commissioners, two staff members, and one guest in the audience.

Marysville

Chairman: Steve Leifer

Commissioners: Roger Hoen, Jerry Andes, Kay Smith, Steven Lebo, Kelly Richards

Staff: CAO Hirashima, Associate Planner Angela Gemmer

Absent: None

APPROVAL OF MINUTES

Tuesday, May 12, 2015

Motion made by Commissioner Smith, seconded by Commissioner Richards, to approve the May 12, 2015 Meeting Minutes. **Motion** passed unanimously (6-0).

AUDIENCE PARTICIPATION

None

NEW BUSINESS

Impact Fee Deferrals (Senate Bill 5923)

CAO Hirashima explained that this bill involves impact fee deferrals. The new legislation specifically addresses single-family deferrals which the building community has lobbied for for several years. Marysville had a process for deferrals that was adopted in July of 2012 in light of the recession and economic downturn, and the provisions were much

DRAFT

broader than the new law requires. The City's impact fee deferral provisions are scheduled to sunset in July of 2015 because they were specifically created for the economic downturn. However, with the new legislation the City is required to have impact fee deferral provisions in place by September 2016. Staff is recommending amending the current provisions so they don't sunset. This would allow the provisions to qualify as an existing law in order to not have to comply with the onerous requirements of the new law. The new law requires that the city and the builder record a lien against that property for every single deferral which would involve a significant amount of paperwork. Instead, what the City has been doing on single-family residences is deferring the impact fees to final inspection. The City doesn't currently require any paperwork, but they won't finalize the house until it is paid. This is much less cumbersome to both the City and the builders. She stated the most important thing is to not allow the ordinance to sunset. She requested that the Planning Commission move quickly to hold a hearing at the next meeting and keep this alive.

Councilmember Richards asked if the deferral is even necessary. CAO Hirashima noted that if the law hadn't been passed by the state legislature, the City would have let its deferral provisions sunset, but since the State approved the provisions, amending the ordinance will allow the City to meet the requirements.

CAO Hirashima reviewed the proposed amendments to the ordinance.

- Parks – Would only apply to single family residence
- Traffic - Deferrals for commercial and industrial would continue with the same provisions as before. This would require a lien. Multi-family was eliminated.
- Schools – Will continue for single-family residences up to final inspection. Multi-family was removed.

Chair Leifer noted that this doesn't address the issue with the fees stepping up at the end of July. CAO Hirashima replied it does not because that is part of the Transportation Element, which is part of the Comprehensive Plan. She noted that if the Planning Commission would like to take a look at that prior to the hearing they could do that. Chair Leifer thought it was logical to look at that too in relationship to deferrals. She explained that locally there has been very fast paced growth so it is debatable whether or not incentives are needed. Chair Leifer thought incentives should at least continue for commercial development in order to create jobs. CAO Hirashima agreed that there was a desire by the City to encourage commercial development. She indicated staff could bring that back for a discussion about maintaining fee reductions for commercial and industrial.

Motion made by Commissioner Andes, seconded by Commissioner Richards, to have a public hearing at the next Planning Commission meeting. **Motion** passed unanimously (6-0).

CITY OF MARYSVILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON, RELATING TO DEVELOPMENT IMPACT FEES; AMENDING SECTION 22D.020.030 OF MMC CHAPTER 22D.020 RELATING TO DEFERRAL OF PARK, RECREATION, OPEN SPACE AND TRAIL IMPACT FEES; AMENDING SECTION 22D.030.070 OF MMC CHAPTER 22D.030 RELATING TO DEFERRAL OF TRAFFIC IMPACT FEES; AMENDING SECTION 22D.040.060 OF MMC CHAPTER 22D.040 RELATING TO DEFERRAL OF SCHOOL IMPACT FEES; AND AMENDING MMC SECTION 22A.010.160 GENERAL ADMINISTRATION, RELATED TO TRACKING AMENDMENTS TO THE CITY'S UNIFORM DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Marysville City Council approved Ordinance No. 2904 on July 9, 2012 providing options for deferral of park impact fees, traffic impact fees and school impact fees;

WHEREAS, the impact fee deferral process provided by Ordinance No. 2904 has worked as intended in regard to single-family residential development and commercial and industrial development; and

WHEREAS, the City wishes to continue to utilize the impact fee deferral process of Ordinance No. 2904 for single-family residential development and commercial and industrial development; and

WHEREAS, the impact fee deferral process provided by Ordinance No. 2904 is no longer warranted or needed to encourage multi-family residential development; and

WHEREAS, RCW 82.02.050 was amended by section 1, chapter 241, Laws of 2015, to mandate an impact fee deferral process for any city, except those cities that have an impact fee deferral process in effect on or before April 1, 2015, and that remains in effect after September 1, 2016; and

WHEREAS, the impact fee deferral process mandated by section 1, chapter 241, Laws of 2015 is more cumbersome than the process provided by Ordinance 2904; and

WHEREAS, the impact fee deferral provisions in Ordinance No. 2904 automatically terminate on July 23, 2015;

WHEREAS, by repealing the provisions of Ordinance 2904 that automatically terminate the impact fee deferral process for single family residential, commercial, and industrial development on July 23, 2015, the City can continue to utilize the more efficient impact fee deferral process of Ordinance 2904; and

WHEREAS, the continued use of the impact fee deferral process of Ordinance 2904 will support the continued recovery of the single family and commercial/industrial real estate market in Marysville; and WHEREAS, the Marysville Planning Commission held a public workshop on June 9, 2015 , on the proposed amendments to MMC 22D.020.030, MMC 22D.030.070, AND MMC 22D.040.060 amendments; and

WHEREAS, the Marysville Planning Commission held a public hearing on June 30, 2015 to consider the draft ordinance and proposed amendments of MMC 22D.020.030, MMC 22D.030.070, AND MMC 22D.040.060; and

WHEREAS, the City Council was briefed by City staff and deliberated in an open public meeting on July 13, 2015 to consider the Planning Commission's recommendations and proposed ordinance; and

WHEREAS, the Marysville City Council considered the entire hearing record including the written and oral testimony submitted during the Planning Commission's hearings, the Planning Commission's recommendation, and the written and oral testimony submitted during the Council hearings; and

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

Section 1. Section 22D.020.030 of MMC Chapter 22D.020 Parks, Recreation, Open Space and Trails Impact Fees is hereby amended to read as follows:

22D.020.030 Payment of impact fees required.

(1) Payment of impact fees required. Any person who applies for a building permit for any development activity or who undertakes any development activity shall pay the impact fees set in MMC 22D.020.060 or 22D.020.070 to the city of Marysville finance department or its designee. Except as otherwise provided in this section and Title 22 MMC, no new building permit shall be issued until the required impact fees have been paid to the city of Marysville finance department or its designee or successor. Where a building permit is not required for a development activity, the impact fees shall be paid to the city of Marysville finance department or its designee before undertaking the development activity.

(2) Deferral of impact fee payments allowed.

- (a) Required impact fee payments may be deferred to final inspection for single family detached or attached residential dwellings.
- (b) The Community Development Department shall allow an applicant to defer payment of the impact fees when, prior to submission of a building permit application for deferment under subsection (a), the applicant:
 - (i) Submits a signed and notarized deferred impact fee application and acknowledgement form for the development for which the property owner wishes to defer payment of the impact fees.
 - (c) Compliance with the requirements of the deferral option shall constitute compliance with the conditions pertaining to the timing of payment of the impact fees.

Section 2. Subsection 22D.030.070(8) of MMC Chapter 22D.030 Traffic Impact Fees and Mitigation is amended to read as follows:

(9) Administration of Traffic Impact Fees.

- (a) Any traffic impact fees made pursuant to this title shall be subject to the following provisions:
 - (i) Except as otherwise provided in this section and MMC Title 22, the traffic impact fee payment is required prior to building permit issuance unless the development is a subdivision or short subdivision, in which case the payment shall be made prior to the recording of the subdivision or short subdivision; provided, that where no building permit will be associated with a change in occupancy or conditional use permit then payment is required prior to approval of occupancy.
 - (ii) The traffic impact fees shall be held in a reserve account and shall be expended to fund improvements on the road system.
 - (iii) An appropriate and reasonable portion of traffic impact fees collected may be used for administration of this title.
 - (iv) The fee payer may receive a refund of such fees if the city fails to expend or encumber the impact fees within six years of when the fees were paid, or other such period of time established pursuant to RCW 82.02.070(3), on transportation facilities intended to benefit the development for which the traffic impact fees were paid, unless the city council finds that there exists an extraordinary and compelling reason for fees to be held longer than six years. These findings shall be set forth in writing and approved by the city council.

In determining whether traffic impact fees have been encumbered, impact fees shall be considered encumbered on a first-in/first-out basis. The city shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of claimants.

(v) The request for a refund must be submitted by the applicant to the city in writing within 90 days of the date the right to claim the refund arises, or the date that notice is given, whichever is later. Any traffic impact fees that are not expended within these time limitations, and for which no application for a refund has been made within this 90-day period, shall be retained and expended on projects identified in the adopted transportation element. Refunds of traffic impact fees under this subsection shall include interest earned on the impact fees.

(b) Off-site improvements include construction of improvements to mitigate an arterial unit in arrears and/or specific inadequate road condition locations. If a developer chooses to construct improvements to mitigate an arterial unit in arrears or inadequate road condition problem, and the improvements constructed are part of the cost basis of any traffic impact fees imposed under this title to mitigate the development's impact on the future capacity of city roads, the cost of these improvements will be credited against the traffic impact fee amount; provided, that the amount of the cost to be credited shall be the estimate of the public works director as to what the city's cost would be to construct the improvement. Any developer who volunteers to pay for and/or construct off-site improvements of greater value than any traffic impact fees imposed under this title, to mitigate the development's impact on the future capacity of city roads, based on the cost basis contained within the transportation element, or which are not part of the cost basis of any traffic impact fees imposed under this title to mitigate the development's impact on the future capacity of city roads, and therefore not credited against the traffic impact fees, may apply for a reimbursement contract.

(c) Deferral of impact fees allowed.

(i) Required payment of impact fees may be deferred to final inspection for single family detached or attached residential dwelling . Payment of required impact fees for a commercial building, or industrial building, may be deferred from the time of building permit issuance in accordance with following:

(A) Fifty percent (50%) of the impact fees shall be paid prior to approved occupancy of the structure; and

(B) The remaining fifty percent (50%) of the impact fees shall be paid within eighteen (18) months from the date of building occupancy, or when ownership of the property is transferred, whichever is earlier.

(iii) The Community Development Department shall allow an applicant to defer payment of the impact fees when, prior to submission of a building permit application for deferment under subsection (c)(i) or prior to final inspection for deferment under subsection (c)(ii), the applicant:

(A) Submits a signed and notarized deferred impact fee application and acknowledgement form for the development for which the property owner wishes to defer payment of the impact fees; and

(B) With regard to deferred payment under subsection (c)(ii), records a lien for impact fees against the property in favor of the City in the total amount of all deferred impact fees for the development. The lien for impact fees shall:

1. Be in a form approved by the city attorney;
2. Include the legal description, tax account number and address of the property
3. Be signed by all owners of the property, with all signatures as required for a deed, and recorded in the county in which the property is located;
4. Be binding on all successors in title after the recordation; and
5. Be junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.

(iv) In the event that the impact fees are not paid in accordance subsection (c)(ii), the city shall institute foreclosure proceedings under the process set forth in Chapter 61.12 RCW, except as revised herein. In addition to any unpaid impact fees, the city shall be entitled to interest on the unpaid impact fees at the rate provided for in RCW 19.52.020 and the reasonable attorney fees and costs incurred by the city in the foreclosure process. Notwithstanding the foregoing, prior to commencement of foreclosure, the City shall give not less than thirty (30) days written notice to the person or entity whose name appears on the assessment rolls of the county assessor as owner of the property via certified mail with return receipt requested and regular mail advising of its intent to commence foreclosure proceedings. If

the impact fees are paid in full to the city within the thirty (30) day notice period, no attorney fees, costs and interest will be owed.

(v) In the event that the deferred impact fees are not paid in accordance with this section, and in addition to foreclosure proceedings provided in subsection (c)(iv), the city may initiate any other action(s) legally available to collect such impact fees.

(vi) Upon receipt of final payment of all deferred impact fees for the development, the department shall execute a separate lien release for the property in a form approved by the city attorney. The property owner, at their expense, will be responsible for recording each lien release.

(vii) Compliance with the requirements of the deferral option shall constitute compliance with the conditions pertaining to the timing of payment of the impact fees.

Section 3. Section 22D.040.060 of MMC Chapter 22D.040 School Impact Fees and Mitigation is amended to read as follows:

22D.040.060 Impact fee accounting.

(1) Collection and Transfer of Fees, Fund Authorized and Created.

(a) Except as otherwise provided in this section and MMC Title 22, school impact fees shall be due and payable to the city by the developer at or before the time of issuance of residential building permits for all development activities.

(b) In conjunction with the adoption of the city budget, there is hereby authorized the creation and establishment of a fund to be designated the “school impact fee fund.” The city shall temporarily deposit all impact fees collected on behalf of a district pursuant to this chapter and any interest earned thereon in the school impact fee fund with specific organizational identity for a district until the transfer of the fees to the school district’s school impact fee account pursuant to the interlocal agreement between the city and the district.

(c) Districts eligible to receive school impact fees collected by the city shall establish an interest-bearing account separate from all other district accounts. The city shall deposit school impact fees in the appropriate district account within 10 days after receipt, and shall contemporaneously provide the receiving district with a notice of deposit.

(d) Each district shall institute a procedure for the disposition of impact fees and providing for annual reporting to the city that demonstrates compliance with the requirements of RCW 82.02.070, and other applicable laws.

(2) Use of Funds.

(a) School impact fees may be used by the district only for capital facilities that are reasonably related to the development for which they were assessed and may be expended only in conformance with the district's adopted capital facilities plan.

(b) In the event that bonds or similar debt instruments are issued for the advance provision of capital facilities for which school impact fees may be expended, and where consistent with the provisions of the bond covenants and state law, school impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the capital facilities provided are consistent with the requirements of this title.

(c) The responsibility for assuring that school impact fees are used for authorized purposes rests with the district receiving the school impact fees. All interest earned on a school impact fee account must be retained in the account and expended for the purpose or purposes for which the school impact fees were imposed, subject to the provisions of subsection (3) of this section.

(d) Each district shall provide the city an annual report showing the source and the amount of school impact fees received by the district and the capital facilities financed in whole or in part with those school impact fees.

(3) Deferral of School Impact Fee Payments Allowed.

(a) Required school impact fee payments may be deferred to final inspection for a single family detached or attached residential dwelling.

(b) The Community Development Department shall allow an applicant to defer payment of the impact fees when, prior to submission of a building permit application for deferment under subsection (a) or prior to final inspection for deferment under subsection (b), the applicant:

(i) Submits a signed and notarized deferred impact fee application and acknowledgement form for the development for which the property owner wishes to defer payment of the impact fees.

(c), the city may initiate any other action(s) legally available to collect such school impact fees.

(d) Compliance with the requirements of the deferral option shall constitute compliance with the conditions pertaining to the timing of payment of the impact fees.

(4) Refunds.

(a) School impact fees not spent or encumbered within six years after they were collected shall, upon receipt of a proper and accurate claim, be refunded, together with interest, to the then current owner of the property. In determining whether school impact fees have been encumbered, impact fees shall be considered encumbered on a first-in, first-out basis. At least annually, the city, based on the annual report received from each district pursuant to subsection (2)(d) of this section, shall give notice to the last known address of potential claimants of any funds, if any, that it has collected that have not been spent or encumbered. The notice will state that any persons entitled to such refunds may make claims.

(b) Refunds provided for under this section shall be paid only upon submission of a proper claim pursuant to city claim procedures. Such claims must be submitted to the director within one year of the date the right to claim the refund arises, or the date of notification provided for above, where applicable, whichever is later.

(5) Reimbursement for City Administrative Costs, Legal Expenses, and Refund Payments. Each participating school district shall enter into an agreement with the city of Marysville providing for such matters as the collection, distribution and expenditure of fees and for reimbursement of any legal expenses and staff time associated with defense of this chapter as more specifically set forth in an interlocal agreement between the city and a school district, and payment of any refunds provided under subsection (3) of this section. The city’s costs of administering the impact fee program shall be paid by the applicant to the city as part of the development application fee. Said fee shall be as set forth in Chapter 22G.030 MMC and shall be an amount that approximates, as nearly as possible, the actual administrative costs of administering the school impact fee program.

Section 4. MMC 22A.010.160, Amendments, of MMC Chapter 22A.010, General Administration, is hereby amended as follows by adding reference to this adopted ordinance in order to track amendments to the City’s Unified Development Code:

“22A.010.160 Amendments.

The following amendments have been made to the UDC subsequent to its adoption:

<u>Ordinance</u>	<u>Title (description)</u>	<u>Effective Date</u>
_____	Impact Fee Deferment	_____, 2015”

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by the Growth Management Hearings Board (Board) or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided, however that if any section, sentence, clause or phrase of this ordinance is held to be invalid by the Board or a court of competent jurisdiction, then the section, sentence, clause or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

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

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

CITY OF MARYSVILLE

By _____
JON NEHRING, MAYOR

ATTEST:

By _____
SANDY LANGDON, CITY CLERK

Approved as to form:

By _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date (5 days after publication): _____

Index #13

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

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

Summary:

Mayor Nehring is requesting the appointment of Shelly Ganje and Joel Faber to the Salary Commission, serving until June 23, 2018.

RECOMMENDED ACTION:

Mayor Nehring recommends the City Council confirm the appointment of Shelly Ganje and Joel Faber to the Salary Commission.

COUNCIL ACTION:

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby appoint Shelly Ganje as a member of the SALARY COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.51; dated this 13th day of July, 2015.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the SALARY COMMISSION of the City of Marysville in the manner required by law.

Dated this 13th day of July, 2015

SHELLY GANJE

This term of appointment expires the 23rd day of June, 2018.

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby appoint Joel Faber as a member of the SALARY COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.51; dated this 13th day of July, 2015.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the SALARY COMMISSION of the City of Marysville in the manner required by law.

Dated this 13th day of July, 2015

JOEL FABER

This term of appointment expires the 23rd day of June, 2018.

Update
Index #14

CITY OF MARYSVILLE
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

AGENDA ITEM: Appointments to the Planning Commission	AGENDA SECTION: Mayor's Business	
PREPARED BY: April O'Brien, Deputy City Clerk	AGENDA NUMBER:	
ATTACHMENTS: Appointment Form	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Summary:

Mayor Nehring is requesting the appointment of Tom Thetford to fill a vacant position on the Planning Commission, serving until August 2, 2017.

RECOMMENDED ACTION:

Mayor Nehring recommends the City Council confirm the appointment of Tom Thetford to the Planning Commission.

COUNCIL ACTION:

Office of the Mayor
Jon Nehring
1049 State Avenue
Marysville, WA 98020
Phone: 360-363-8000
Fax: 360-651-5033
marysvillewa.gov

APPOINTMENT

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby appoint Tom Thetford as a member of the PLANNING COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 18.04.020; dated this 13th day of July, 2015.

M A Y O R

I do swear and affirm I will perform the duties assigned to me as a member of the PLANNING COMMISSION of the City of Marysville in the manner required by law.

Dated this 13th day of July, 2015

TOM THETFORD

This term of appointment expires the 2nd day of August, 2017.