

**Marysville City Council Meeting****July 25, 2016****7:00 p.m.****City Hall****Call to Order****Invocation****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations**

- A. Police Sergeant Promotion
- B. Employee Services Awards
- C. Snohomish Board of Health

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

- 1. Consider the June 27, 2016 City Council Meeting Minutes
- 16. Consider the July 5, 2016 City Council Work Session Meeting Minutes
- 17. Consider the July 11, 2016 City Council Meeting Minutes

**Consent**

- 2. Consider the July 6, 2016 Claims in the Amount of \$2,602,607.11; Paid by EFT Transactions and Check Numbers 109443 through 109596 with No Checks Voided
- 3. Consider the July 13, 2016 Claims in the Amount of \$766,693.43; Paid by EFT Transactions and Check Numbers 109597 through 109742 with Check Numbers 109014 and 109033 Voided
- 4. Consider the Supplemental Agreement No. 1, a No-Cost Time Extension to the Professional Services Agreement for the Filter Reject Project with Systems Interface, Inc.
- 5. Consider the Supplemental Agreement No. 4, a No-Cost Time Extension, to the Professional Services Agreement for the I-5/SR529 Interchange Expansion Project with HDR Engineering, Inc.

## Marysville City Council Meeting

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7:00 p.m.

City Hall

18. Consider the July 20, 2016 Payroll in the Amount \$972,000.80; Paid by EFT Transactions and Check Numbers 30081 through 30118 with Check Number 30080 Issued

19. Consider the July 20,2016 Claims in the Amount of \$1,052,227.84; Paid by EFT Transactions and Check Numbers 109743 through 109908 with No Checks Voided

### Review Bids

6. Consider Awarding the SR 528 Pedestrian Signal (HAWK) Project with Totem Electric in the Amount of \$250,559.00 including Washington State Sales Tax and Approve a Management Reserve of \$25,055.90 for a Total Allocation of \$275,614.90

7. Consider Awarding the Ebey Waterfront Trail contract with Granite Construction in the Amount of \$267,840.50 including Washington State Sales Tax and Approve a Management Reserve of \$32,159.50 for a Total Allocation of \$300,000.00

### Public Hearings

#### New Business

8. Consider the Application for Marysville Downtown Merchants Association to Conduct a Special Event on August 12th, August 13th, and August 14th, 2016, including the Street Closure of 3rd Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from 2nd Street to the Alley between 3rd Street and 4th Street, as Requested by the Applicant

9. Consider the Local Agency State Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby Securing Design Funding for the Citywide Intersection Improvement Project

10. Consider the Professional Services Agreement with Stantec for Carroll's Creek Emergency Generator

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

12. Consider An **Ordinance** Relating to Contracting Indebtedness; Providing for the Issuance, Sale and Delivery of One or More Series of Limited Tax General Obligation Bonds In the Aggregate Principal Amount not to Exceed \$5,300,000 to Provide Funds Necessary to Pay the Costs of Refunding All or a Portion of the City's Outstanding Callable Limited Tax General Obligation Bonds, Series 2007A; Fixing or Setting Parameters with Respect to Certain Terms and Covenants of the Bonds; Providing for and Authorizing the Purchase of Certain Obligations Out of the Proceeds of the Sale of the Bonds and for the Use and Application of the Money Derived from those Investments; Authorizing the Execution of One or More Agreements with a Refunding Escrow Agent or Trustee; Providing for the Call, Payment and Redemption of the

## Marysville City Council Meeting

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**7:00 p.m.**

**City Hall**

Outstanding Bonds to be Refunded; Appointing the City's Designated Representative to Approve the Final Terms of the Sale of the Bonds and to Take Certain other Actions with Respect to Carrying out the Refunding and Issuance of the Bonds; and Providing for other Related Matters

15. Consider a **Resolution** Declaring an Emergency and Waiving the Requirement for Public Bidding for Repairs to the Water Main Near State Avenue and 100th St NE

### **Legal**

#### **Mayor's Business**

13. Consider the Civil Service Commission Appointment: William Foster

14. Consider the CDBG Appointments: Cassandra Kunselman, Tom King, Roger Hoen, Kamille Norton, and Donna Wright

### **Staff Business**

### **Call on Councilmembers**

### **Executive Session**

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

### **Adjourn**

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

# *Index #1*

COUNCIL*DRAFT*  
MINUTES

**Regular Meeting**  
June 27, 2016

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Dan Sacapano of Marysville Foursquare Church gave the invocation, and Mayor Nehring led those present in the Pledge of Allegiance.

**Roll Call**

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

**Mayor:** Jon Nehring

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

**Absent:** Steve Muller

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Commander Wendy Wade, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, City Engineer Jeff Laycock, and Recording Secretary Laurie Hugdahl.

Mayor Nehring noted that Councilmember Muller had requested an excused absence as he would be out of town this week.

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

**Approval of the Agenda**

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

**Committee Reports**

**Presentations**

## A. Employee Services Award

None

## B. Volunteer of the Month

**Veronica Love** was recognized as the Volunteer of the Month for the month of June for her continued efforts in supporting the community through her work with the Marysville Strawberry Festival, volunteering with Kiwanis, and assisting year round with events in Marysville.

## C. Marysville Fire District "Fire Ops Debrief" - Krista Longspaugh

Dan Schwartz of the Fire Department played a video showing fire ops simulation training and discussed the significance of involving staff and the councilmembers' participation. He stressed that modern firefighting is highly technical, time sensitive, and labor intensive. Mayor Nehring thanked Dan and all the members of Local 3219 for what they have done and for sharing it with the Council.

Councilmember Stevens asked CAO Hirashima if there was anything that surprised her in the fire ops training. CAO Hirashima stated the amount of people needed for the various exercises was enlightening to her as well as the amount and expense of technical equipment needed.

Chief McFalls thanked all the firefighters in attendance and all the councilmembers who have participated in the training.

**Audience Participation**

Antonietta Carrasco, 6509 – 78<sup>th</sup> Place NE, Marysville, WA, discussed problems she has had in her neighborhood with illegal parking of vehicles and illegal activity for over a year. She stated she has lost a lot of neighbors and is afraid in her neighborhood because of the illegal activity. She expressed frustration that she is not getting any response to keep her safe in her house. Mayor Nehring asked her to meet with Commander Wendy Wade who was available to speak with her.

Ed Bailey, 13132 - 48<sup>th</sup> Ave NE, Marysville, WA, stated he has been increasingly frustrated with the changes that have taken place in his neighborhood. There are four houses within eyesight of his house that have been empty for years. One has been empty since 1993. He urged code enforcement of this issue. He expressed frustration that the City spent time talking about backyards when this is an issue in plain sight in the front yards. Mayor Nehring thanked him for his comments and requested that he leave his photos of the issue.

Ron Friesen, 4714 - 124<sup>th</sup> Place NE, Marysville, WA, expressed frustration about property conditions all over the city with code violations. Within a half mile radius of his house there are easily more than ten homes with deplorable conditions and well over 100 junk cars. He has waited for nearly a year and filed three complaints about junk cars two homes down from him with no change. He discussed the difference between malfeasance and nonfeasance (failure to act that results in harm). He noted that property values have decreased in the City as a result of local officials' failure to act. He stated that the City with regard to code enforcement is walking the line of nonfeasance. He urged the City to act on the tools it already has such as abatement while fixing the code deficiencies. He commented he would rather gather a group of citizens sue the City for nonfeasance rather than sue his neighbor individually.

Ralph V. Wilson, 6123 – 98<sup>th</sup> Street NE, Marysville, WA 98270, President of Rolling Green Estates Homeowners Association, thanked the City for doing a great job in a lot of areas. He spoke in support of the improved code regarding backyards. He also recommended that there be enough staff provided to enforce the improved code.

Charles Smith, 7110 - 67<sup>th</sup> Drive NE, Marysville, WA, commented he has individuals in his neighborhood who have used a handicapped sticker to park in his neighborhood for 2½ years without moving. He thinks the ordinance the City has crafted to address this is a good ordinance. It's a good start to improving the situation, but he recommended that it be a three-day limit instead of seven days. He thanked the Council for addressing this matter.

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

1. Consider the May 23, 2016 City Council Meeting Minutes

Councilmember Seibert pointed out that on page 5 of 6 *Jeff Stevens* should be corrected to **Michael Stevens**.

Councilmember Toyer indicated he would be abstaining from the vote as he was not in attendance at the meeting.

**Motion** made by Councilmember Norton, seconded by Councilmember Stevens, to approve the May 23, 2016 City Council Meeting Minutes. **Motion** passed (5-0) with Councilmember Toyer abstaining.

### **Consent**

2. Consider the June 8, 2016 Claims in the Amount of \$2,062,024.59; Paid by EFT Transactions and Check Numbers 108807 through 108947 with Check Number 108646 Voided
3. Consider the June 15, 2016 Claims in the Amount of \$966,766.71; Paid by EFT Transactions and Check Numbers 108948 through 109096 with Check Numbers 108808 Voided

15. Consider the June 20, 2016 Payroll in the Amount \$1,122,166.67; Paid by EFT Transactions and Check Numbers 29988 through 30036

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to approve Consent Agenda items 2, 3, and 15. **Motion** passed unanimously (6-0).

### **Review Bids**

4. Consider Awarding the Former Geddes Marina Interim Remedial Action Project Contract in an Amount of \$169,593.77 including Washington State Sales Tax and Approve a Management Reserve of \$10,000.00 for a Total Allocation of \$179,593.77

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

**Motion** made by Councilmember Stevens, seconded by Councilmember Seibert, to approve the Former Geddes Marina Interim Remedial Action Project Contract in an Amount of \$169,593.77 including Washington State Sales Tax and Approve a Management Reserve of \$10,000.00 for a Total Allocation of \$179,593.77. **Motion** passed unanimously (6-0).

### **Public Hearings**

5. Consider a **Resolution** of the City of Marysville Adopting a Six Year Transportation Improvement Program (2017-2022) in Accordance with RCW 35-77-010

City Engineer Jeff Laycock made a PowerPoint presentation regarding the Six Year Transportation Improvement Program (TIP) (2017-2022) as contained in Council's packet.

Councilmember Toyer asked about the overall plan for 88<sup>th</sup> since it can't be widened much. Mr. Laycock reviewed plans for this area.

Mayor Nehring opened the public hearing at 8:01 and solicited public comments. Seeing none, the hearing was closed at 8:02 p.m.

**Motion** made by Councilmember Toyer, seconded by Councilmember Seibert, to approve Resolution No. 2397. **Motion** passed unanimously (6-0).

### **New Business**

6. Consider the JAG/Edward Burne Memorial Justice Assistance Grant Local Funds Solicitation Program Titled "Canine Force Multiplier" for the to Purchase K9s and Equipment for the Police Department, in the Amount of \$12,956

Commander Wendy Wade explained the Police Department has applied for the JAG grant for \$12,956. This item notifies the Council that the police have applied for the money to replace two K9s. A third dog will be replaced in 2017.

**Motion** made by Councilmember Wright, seconded by Councilmember Stevens, to approve the JAG/Edward Burne Memorial Justice Assistance Grant Local Funds Solicitation Program Titled “Canine Force Multiplier” for the to Purchase K9s and Equipment for the Police Department, in the Amount of \$12,956. **Motion** passed unanimously (6-0).

7. Consider the Local Agency State Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby Securing Design Funding for the Sunnyside Elementary Safe Routes to School Project

Director Nielsen explained this is a grant to improve about 600 feet of sidewalk, curb, and gutter along Sunnyside.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Toyer, to approve the Local Agency State Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby Securing Design Funding for the Sunnyside Elementary Safe Routes to School Project. **Motion** passed unanimously (6-0).

8. Consider the Public Safety Tax Plan

CAO Hirashima reviewed the plan to utilize the proceeds from the public safety tax for staffing for the police department. It would fund a total of five positions that would include four police officers and one sergeant.

Councilmember Norton asked if this would actually increase the number of officers on the streets. CAO Hirashima stated that it would.

**Motion** made by Councilmember Seibert, seconded by Councilmember Stevens, to approve the Public Safety Tax Plan. **Motion** passed unanimously (6-0).

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

Parks Director Ballew stated this is a renewal of an agreement with the City of Snohomish to furnish them with outside movies along with staff for three movie nights.

**Motion** made by Councilmember Wright, seconded by Councilmember Vaughan, to authorize the Mayor to sign the Interlocal Agreement with City of Snohomish for Outdoor Video Services. **Motion** passed unanimously (6-0).

10. Consider a **Resolution** Declaring Certain Vehicles Items of Personal Property to be Surplus and Authorizing the Sale or Disposal thereof

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

**Motion** made by Councilmember Vaughan, seconded by Councilmember Stevens, to approve Resolution No. 2398. **Motion** passed unanimously (6-0).

11. Consider an **Ordinance** Amending Section 2.24.030(5) of the Municipal Code, Establishing Salary for Municipal Court Judges, Providing for Severability, and Effective Date

CAO Hirashima explained that the amendment of the Municipal Court judges' salary would provide that the judges receive 100% of the salary established for District Court judges. She discussed the increased duties and workload of the judges.

**Motion** made by Councilmember Wright, seconded by Councilmember Stevens, to approve Ordinance No. 3024. **Motion** passed unanimously (6-0).

12. Consider an **Ordinance** Amending Chapter 11.08 of the Municipal Code and Imposing Time Limits on Parking of Vehicle and Vehicles with a Disabled Parking Privilege

CAO Hirashima explained that the proposed ordinance was in response to being contacted by a resident who was having a long-time problem with a vehicle that displayed a disabled placard that has been parked on the street for 2½ years. The car has been an eyesore and in the way of his yard for that entire time period. The proposed ordinance would place a seven-day time restriction on vehicles parked on city streets displaying a disabled decal or plate.

Councilmember Toyer asked about timeframes allowed in other cities. City Attorney Walker thought they were from 24 hours to 7 days.

Councilmember Vaughan said he thought a time limit was already in the code, but he couldn't find it. He spoke in support of the changes, but agreed with Mr. Smith that something like two to three days would be better.

Councilmember Toyer agreed that seven days was too long. He asked for comments from other Council members.

Councilmember Norton agreed that three to four days would be sufficient.

Councilmember Stevens concurred.

**Motion** made by Councilmember Stevens, seconded by Councilmember Vaughan, to approve Ordinance No. 3025 with the amendment revising all references to "seven consecutive days" to "three consecutive days". **Motion** passed unanimously (6-0).

13. Consider an **Ordinance** Amending MMC 14.07.010 (Capital Improvement Charges) and Providing for Severability

Director Nielsen explained this would revise the code regarding Capital Improvement Charges for warehouses. The Public Works Committee has recommended forwarding this to Council for approval.

**Motion** made by Councilmember Stevens, seconded by Councilmember Seibert, to approve Ordinance No. 3026. **Motion** passed unanimously (6-0).

14. Consider an **Ordinance** Amending the 2015-2016 (2016 Portion) Biennial Budget and Providing for the Addition to Pay Classification, Grades and Pay Ranges as Budgeted for in Ordinance No. 2972.

CAO Hirashima explained that as a result of the reorganization of the custody operation staff is recommending the addition of pay classification grades and ranges for the corporal position.

**Motion** made by Councilmember Wright, seconded by Councilmember Norton, to approve Ordinance No. 3027. **Motion** passed unanimously (6-0).

16. Consider the Proposal from Justice Systems for a Total of \$79,098 Including Sales Tax

CAO Hirashima reviewed the cost proposal from Justice Systems for relocation of the jail monitoring system.

**Motion** made by Councilmember Stevens, seconded by Councilmember Wright, to approve the Proposal from Justice Systems for a Total of \$79,098 Including Sales Tax. **Motion** passed unanimously (6-0).

## **Legal**

### **Mayor's Business**

- Thanks to all the staff and volunteers for their work on Strawberry Festival. This is a huge community event.
- AWC Convention in Everett last week had some good courses and good communication. They have been particularly aggressive in protecting state-shared revenues.

### **Staff Business**

Wendy Wade had no comments.

Sandy Langdon had no comments.

Jon Walker stated the need to have an Executive Session to address two items – one item regarding the acquisition of real estate with action expected and one item regarding the review of performance of an employee with no action expected to take ten minutes.

Kevin Nielsen:

- He commented that the fire training brought back memories of being on a submarine.
- The City is looking great and panhandling is way down.
- Public Works has a lot of projects going on and getting a lot done. One is the Qwuloolt Trail.
- He expressed appreciation for the Transportation Improvement Board (TIB) and the help they have been for the City.

Jim Ballew:

- He thanked everyone for their work on the Strawberry Festival. He thinks the traffic plan was beautifully executed. The weather was great too. He thanked the MaryFest folks for their hard work.
- Tomorrow night will be the community meeting for Mother Nature's Window at 6:30 p.m. at Cascade Elementary School.
- The spray park has been packed. Ice cream vendors are coming from all over the county.
- The dinosaur park at Jennings Park is in the process of being renovated.
- Summer camps started last week, and there is a waiting list.
- Signs are getting posted in the parks for the 4th of July.

Martin McFalls:

- He thanked the Council for their support for Fire Ops 101. He encouraged anyone who hasn't gone to consider going next year.
- He reviewed a big condo fire last week where four units were displaced. The cause is undetermined. There was no loss of life.
- The Fire Department had a great time working with all the departments at the Strawberry Festival.
- Fire is increasing staffing over the 4th of July. The Fire Operations Center will be opened between 7 p.m. and midnight.

Gloria Hirashima:

- Thanks to MaryFest and all the city departments and the fire district for their work on the Strawberry Festival.
- Thanks to the fire department for the video on fire ops. She encouraged everyone to participate.
- Congratulations to Director Kevin Nielsen for 15 years with the City. She thanked him for his excellent service.

## Call on Councilmembers

Jeff Vaughan:

- He asked when the ordinance regarding parking would go into effect. Finance Director Langdon replied that it would go into effect about a week from Saturday.
- He referred to the comments regarding the nuisance ordinance and noted that the Council will continue to work on these issues and make positive changes.
- He learned a lot from the AWC conference and appreciated the opportunity to go. He stated he would like to see the Council take more of an active role in the creation of agendas. He noted that the work session every other week is a great place for the Council or staff to bring things forward that need addressing.

Donna Wright:

- Thanks to everyone who worked on the Six-Year TIP.
- Thanks to all the departments and community members who worked on MaryFest.
- She also learned a lot at the AWC Conference. She noted that the Mayor was re-elected to serve on the Board of Directors.
- She stated she is planning on attending the audit exit conference.

Jeff Seibert thanked staff for their work on the TIP.

Michael Stevens:

- He appreciated that the AWC conference is nearby this year.
- Fire Ops training is a really good program. He is pleased with the amount of participation by those in the City.
- He has noticed that transportation projects are moving quicker with the help of the Transportation Benefit District.
- He appreciates the dialog they are having about the junk ordinance. He also agrees with what Director Nielsen said that the City as a whole appears to have been cleaned up quite a bit. This makes it even more important to focus on the areas that have not been cleaned up so they can reap the benefits along with the rest of the city.

Rob Toyer:

- Thanks to Mr. Smith and the others who came out to voice their opinions.
- Thanks to Kevin Nielsen for 15 years and for all he does.

Kamille Norton:

- Thanks to Mr. Smith and Mr. Wilson and others who have already left for sharing their concerns. It is the will of the Council to try to solve the problems and make them better.
- The Fire Ops video was great.
- AWC was a great conference. She came away with a lot of great information and a Fitbit.

*DRAFT*

Council recessed from 9:05 p.m. until 9:10 p.m. at which time it reconvened in Executive Session to discuss one item regarding the acquisition of real estate with action expected and one item regarding the review of the performance of an employee with no action expected to take ten minutes.

### **Executive Session**

- A. Litigation
- B. Personnel – one item, RCW 42.30.110(1)(g)
- C. Real Estate – one item, RCW 42.30.110(1)(b)

Executive session extended for three minutes.

Executive session ended and public meeting reconvened at 9:23 p.m.

**Motion** made by Councilmember Wright, seconded by Councilmember Toyer, to authorize the Mayor to sight the purchase and sale agreement for the Bisnett property. Motion passed unanimously.

### **Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 9:23 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Mayor  
Jon Nehring

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April O'Brien  
Deputy City Clerk

# *Index #16*

COUNCIL*DRAFT*  
MINUTES**Work Session**

July 5, 2016

**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, Rob Toyer, Jeff Vaughan, and Donna Wright

**Absent:** Michael Stevens

**Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, Police Commander Jeff Goldman, City Attorney Jon Walker, Streets and Solid Waste Manager Paul Kinney, Parks and Recreation Tara Mizell, Planning Manager Chris Holland, Fire Chief Martin McFalls, and Recording Secretary Laurie Hugdahl.

Mayor Nehring commented that Councilmember Stevens had notified staff that he would be out of town and had requested an excused absence.

**Motion** made by Councilmember Norton, seconded by Councilmember Wright, to excuse the absence of Councilmember Stevens. **Motion** passed unanimously (6-0).

**Approval of the Agenda**

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

**Committee Reports**

None

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

1. Consider the June 6, 2016 City Council Work Session Minutes
2. Consider the June 13, 2016 City Council Meeting Minutes

**Consent**

3. Consider the June 22, 2016 Claims in the Amount of \$521,957.61; Paid by EFT Transactions and Check Numbers 109097 through 109274 with No Checks Voided

**Review Bids**

4. Consider Awarding the Grove Street Pedestrian and Bicycle Improvement Project with SRV Construction, Inc. in the Amount of \$396,366.75 Including Washington State Sales Tax and Approve a Management Reserve of \$35,000 for a Total Allocation of \$431,366.75

Streets and Solid Waste Manager Paul Kinney reviewed this item. There were no questions or comments.

**Public Hearings****Action Item**

5. Consider the Mother Nature's Window Caretaker Services Agreement and Lease Agreement with David and Betty Nelson

Tara Mizell explained this is a regular caretaker agreement. There were no comments or questions.

**New Business**

6. Consider the Barkly Manor Modification (SERJ Development) and Authorize the Execution of all Necessary Documentation in Order to Relinquish the Restrictive Covenant Recorded Under Auditor's File Number 2416572 (Barkly Manor Restrictive Covenant), Subject to Dedication of 38th Avenue NE in a Desired Alignment Substantially Similar to that Depicted and to Execute all Necessary Documentation Accepting Dedications of Rights-of-Way for Future 37th and 38th Avenue NE

Planning Manager Chris Holland reviewed this item. He explained that there is a proposed development of Sonic, the medical facility, and some other buildings there. Barkly Manor was recorded in 1975 with a restricted covenant, but Barkly is interested in selling part of the property. In order to do that Barkly has agreed to relinquish the restricted covenant and dedicate all of 38<sup>th</sup> Avenue where it would connect to future southern connections. Staff is asking Council to authorize the Mayor to execute whatever documentation is necessary to relinquish the restricted covenant and dedication for 37<sup>th</sup> and 38<sup>th</sup> Avenue.

Councilmember Muller asked if this is subject to project completion. Planning Manager Holland replied that in order to sell the property they would be dedicating the construction of the road as part of the development before any occupancy permits would be allowed.

7. Consider the Interlocal Agreement between the City of Stanwood and the City of Marysville for Outdoor Video Services

Tara Mizell noted that this is similar to other agreements they have with other cities to show movies in parks. There were no comments or questions.

8. Consider the Local Agency State Aid Project Prospectus and Local Agency Supplemental Funding Agreement with WSDOT thereby Securing Construction Funding for the Grove Street Pedestrian and Bicycle Improvements (State Ave to Cedar Ave)

Streets and Solid Waste Manager Paul Kinney reviewed this item. There were no comments or questions.

9. Consider Acceptance of the 2015 Biosolids Removal with American Process Group, Inc. and Reuse Project, Starting the 45-day Lien Filing Period for Project Closeout

Streets and Solid Waste Manager Paul Kinney reviewed this item. He noted this project is completed, and they are starting the 45-day lien filing period for project closeout. There were no comments or questions.

10. Consider the Professional Services Agreement in the Amount of \$60,635.00 with Stantec Consulting Services Inc.

This is for the Cedarcrest pump station generator. This PSA will provide the City with design, engineering, bidding support and construction oversight services for the generator. The recommended consultant is Stantec Consulting Services, Inc. Staff is recommending that Council authorize the Mayor to sign the agreement. There were no comments or questions.

11. Consider an **Ordinance** Relating to Exemptions from Extending Sewer to any New

Land Division Located Greater than 200 Feet from a Sewer Main and the Maximum Lot Size for the Proposed Land Division by Amending Section 14.01.050 of the Marysville Municipal Code

Planning Manager Holland reviewed this item.

12. Consider an **Ordinance** Amending Chapter 6.24 of the Municipal Code, Defining Public Nuisances and Updating Definitions

City Attorney Walker stated this is the most current attempt at putting together what the Council has been working through. *Junk* has been clarified. The definitions of *garbage* and *trash* have also been clarified. He reviewed other proposed clarifications regarding recyclables, tires, oil, appliance, etc. Some abatement language has also been added to enable the City to clean up the property. The Hearing Examiner process would still be available, but it wouldn't be necessary for abatement.

Councilmember Seibert asked if the abatement language is only related to public nuisance items. City Attorney Walker affirmed that it is. Councilmember Seibert referred to open storage in the backyard and asked how they would know if something on the property would constitute a nuisance until they started going through it. City Attorney Walker replied if it was in the front yard it wouldn't be allowed. In the back yard it would be allowed unless it was clearly garbage or trash.

Councilmember Muller commented that the City wouldn't do abatement until staff had contacted the property owner several times. By that point they would be clear on what was in the backyard. CAO Hirashima agreed that they would have to build a case for abatement. If it's screened from public view there wouldn't be an issue.

Councilmember Norton asked what would be an example of an immediate threat to public health or safety. City Attorney Walker suggested it could be a gushing septic system or something egregious like that.

Mayor Nehring stated that the abatement provision can be helpful as another tool in criminal prosecution. There may be some citizens that this will fast forward the process, but in all likelihood it will take the same amount of time. There would still need to be a substantial case of fines and citations with the property owner. In roughly 95% of cases the City gets compliance so this would only apply to about 5% of cases.

Councilmember Norton asked if these code changes would help with some of the problem homes. CAO Hirashima thought that they would help with some of the more difficult cases since it will be a more straightforward process.

Councilmember Muller spoke generally in support of this document but expressed concern about it being overused by citizens.

Councilmember Seibert asked about the section regarding inoperable vehicles section. City Attorney Walker explained that the only thing that has changed with that section is the number.

## **Legal**

### **Mayor's Business**

Mayor Nehring had the following comments:

- Thanks to everyone for their work over the 4<sup>th</sup> of July, especially Police and Fire.
- Thanks also to staff, Council, and everyone helping out with this discussion.

### **Staff Business**

Sandy Langdon had no comments.

Paul Kinney had no comments.

Tara Mizell commented that Poochapalooza, Junk in the Trunk, Rods on Third, and the Farmers market are all happening around the city this weekend.

Chris Holland had no comments.

Commander Goldman:

- Strawberry Festival was the smoothest he has seen in 27 years.
- He gave a summary of numbers related to the 4<sup>th</sup> of July for July 1-5. The purpose was to educate and enforce the laws related to possession and use of fireworks and minimize damage to property and injuries. The priority given was to respond to complaints, self-initiate and patrol city parks. Focusing on the City parks was an excellent preventative strategy. July 1-5 there were two officers on patrol between 8 p.m. and 2 a.m. focused solely on fireworks complaints. They responded and self initiated based on the fireworks focused data they received. The officers had the ability to note repeat complaints to enable more efficient responses. There was also a Pro-act team focusing on fireworks. Patrol officers also took the opportunity if they had it. Police handed out stacks of preprinted fliers to each fireworks stand and encouraged them to hand them out. The fliers reviewed what is legal and what isn't. Overall there were 62 warnings given and 15 tickets. The weather and the day of the week the 4<sup>th</sup> fell on played a significant role in the decrease in calls.

Councilmember Muller asked about the dividing point between a warning and a ticket. Commander Goldman explained that it is not always clear because there are many factors involved.

Mayor Nehring noted that Everett uses reader boards really effectively. Marysville could do something similar next year. Commander Goldman agreed that this will be a great education tool next year.

Councilmember Muller asked how garbage was today. Paul Kinney replied that it wasn't terrible, but they did get a few reports of fireworks piled up around mailboxes.

Chief McFalls stated that Fire opened the Fire Operation Center last night but there was a surprisingly low number of calls. There were six fireworks related injuries last night which was half of last year's numbers in the same timeframe. He thinks a lot of people know that it's the last year, and it seems like people are more safe and sane.

Jon Walker had no comments.

Gloria Hirashima had no comments.

### **Call on Councilmembers**

Rob Toyer asked for confirmation that there were no major house fires or injuries. Chief McFalls replied that there was nothing serious.

Jeff Vaughan said he enjoyed festivities on the 4<sup>th</sup>. It is with some sadness that he and some friends had their get-together last night knowing it was the last year they would be able to have their fireworks activity. He expressed disappointment that a few people messed it up for the rest of the citizens. He stated that people are looking to leave town next year because of the regulations.

Jeff Seibert asked Paul Kinney about the maximum slope on wheelchair access at an intersection. Paul Kinney said he would look into it for him. Councilmember Seibert noted that the new ramps at 88<sup>th</sup> and 35<sup>th</sup> have a high grade, and the ramp looks steep.

Steve Muller commented that in Kirkland everyone still had their get-togethers, but then walked down to the fireworks show as part of the celebration. He thinks there are still opportunities to enjoy the 4<sup>th</sup> of July.

Donna Wright had no comments.

Kamille Norton had no comments.

*DRAFT*

**Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 7:45 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
April O'Brien  
Deputy City Clerk

# *Index #17*

<b>Call to Order/Pledge of Allegiance/Roll Call</b>	7:00 p.m.
<b>Approval of the Agenda</b>	Approved
<b>Committee Reports</b>	
<b>Audience Participation</b>	
<b>Presentation</b>	
<b>Approval of Minutes</b>	
Consider Approval of the June 6, 2016 City Council Work Session Minutes	Approved
Consider Approval of the June 13, 2016 City Council Meeting Minutes	Approved
<b>Consent Agenda</b>	
Consider Approval of the June 22, 2016 Claims in the Amount of \$521,957.61; Paid by EFT Transactions and Check Numbers 109097 through 109274 with No Checks Voided	Approved
Consider Approval of the Mother Nature's Window Caretaker Services Agreement and Lease Agreement with David and Betty Nelson	Approved
Consider Approval of the Barkly Manor Modification (SERJ Development) and authorize the Execution of all Necessary Documentation in Order to Relinquish the Restrictive Covenant Recorded Under Auditor's File Number 2416572 (Barkly Manor Restrictive Covenant), Subject to Dedication of 38th Avenue NE in a Desired Alignment Substantially Similar to that Depicted and to Execute all Necessary Documentation Accepting Dedications of Rights-of-Way for Future 37th and 38th Avenue NE	Approved
Consider Approval of the Interlocal Agreement between the City of Stanwood and the City of Marysville for Outdoor Video Services	Approved
Consider Approval of the Local Agency State Aid Project Prospectus and Local Agency Supplemental Funding Agreement with WSDOT thereby Securing Construction Funding for the Grove Street Pedestrian and Bicycle Improvements (State Ave to Cedar Ave)	Approved
Consider Acceptance of the 2015 Biosolids Removal with American Process Group, Inc. and Reuse Project, Starting the 45-day Lien Filing Period for Project Closeout	Approved
Consider Approval of the Professional Services Agreement in the Amount of \$61,940.00 with Stantec Consulting Services Inc.	Approved
Consider Approval of the June 29, 2016 Claims in the Amount of \$562,941.22; Paid by EFT Transactions and Check Number 109275 through 109442 with Check Numbers 85559 and 108226 Voided	Approved
Consider Approval of the July 5, 2016 Payroll in the Amount of \$1,873,928.07; Paid by EFT Transactions and Check Numbers 30037 through 30079	Approved
<b>Review Bids</b>	
Consider Awarding the Grove Street Pedestrian and Bicycle Improvement Project with SRV Construction, Inc. in the Amount of \$396,366.75 Including Washington State Sales Tax and Approve a Management Reserve of \$35,000 for a Total Allocation of \$431,366.75	Approved

<b>Public Hearings</b>	
<b>New Business</b>	
Consider Approval of an <b>Ordinance</b> Relating to Exemptions from Extending Sewer to any New Land Division Located Greater than 200 Feet from a Sewer Main and the Maximum Lot Size for the Proposed Land Division by Amending Section 14.01.050 of the Marysville Municipal Code	Approved Ord. No. 3028
Consider Approval of an <b>Ordinance</b> Amending Chapter 6.24 of the Municipal Code, Defining Public Nuisances and Updating Definitions	Approved Ord. No. 3029
<b>Legal</b>	
<b>Mayor's Business</b>	
Consider Approval of the Reappointment to Salary Commission: Tom King	Approved
<b>Staff Business</b>	
<b>Call on Councilmembers</b>	
<b>Adjournment</b>	8:35 p.m.
<b>Executive Session</b>	8:40 p.m.
Potential Litigation – Two items	No action
<b>Adjournment</b>	9:40 p.m.

COUNCIL*DRAFT*  
MINUTES**Regular Meeting**

July 11, 2016

**Call to Order / Pledge of Allegiance**

Mayor Nehring called the meeting to order at 7:00 p.m. Pastor Dennis Niva 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 Jon Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Community Development Director Dave Koenig, Fire Chief Martin McFalls, and Recording Secretary Laurie Hugdahl.

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

**Committee Reports****Audience Participation**

Mike Oleson, 9412 - 57<sup>th</sup> Drive NE, referred to proposed code amendments regarding nuisance homes. He distributed photos of nuisance homes in his neighborhood dating back to 2014 and reviewed his history with code enforcement and filling out an online complaint form. He said he got excellent support from Officer McLeod who was very helpful in explaining the process. Mr. Oleson was upset that the charges were ultimately dropped because the City felt his neighbor was in compliance. He disagreed with this assessment. Another neighbor also filed a complaint form about the same situation and

was told that the outcome is still pending. He commented that the new code amendments deal with garbage in the back yard, but the debris he is referring to is visible from the street. He also pointed out that there are animals that have to deal with this too. He feels this is an animal control issue. He commented that the adjacent property smells of animal feces, rats, and garbage and interferes with neighbor's right to enjoy his back yard. He concluded by complimenting staff. He thanked Chief Smith and his staff for their efforts watching the house which has resulted in fewer short stay visits to this house. He also thanked Parks Director Ballew for his presentation recently regarding the Mother Nature's Window Master Plan. Finally, he thanked the Mayor, Council, and staff for allowing him to speak.

Ron Friesen, 4714 – 124<sup>th</sup> Place NE, commented on why he believes codes aren't being enforced. He stated that four steps are required to fix the problems. The City needs to: 1) fix the code, which is an ongoing process; 2) provide more code enforcement officers (four full-time) to deal with neglected homes, graffiti abatement efforts, junked vehicles, zombie houses which have been condemned, monitor commercial properties; 3) allow code enforcement officers to take action on violations they witness without requiring a request for assistance, and 4) revise the enforcement process by going the abatement route. He commended the Council on its work on step 1 and encouraged them to continue working on steps 2, 3, and 4.

Leon D. Soper, 5305 – 90<sup>th</sup> Street NE Marysville, WA, expressed concerns about the City of Marysville taking over the Fire Department. He doesn't believe this is a good move for the citizens. He stated that the Fire Department is excellent now, and he would hate to see it get cut. He spoke in support of a Regional Fire Authority (RFA). He would like to see this go to a vote of the citizens.

Terrence Nies, 4131 – 126<sup>th</sup> Place NE, Marysville, WA 98271, also spoke in support of a Regional Fire Authority. He spoke against the City taking over the Fire District. He noted that the calls are up 30% since 2010, and the Fire Department remains understaffed. He noted that the Fire District has to dip into its reserve fund each year just to pay for expenses.

Larry Nelson, 11022 - 46<sup>th</sup> Avenue NE, Marysville, WA, expressed support for the RFA. He discussed his concerns and asked about the City's vision for the Fire Department. He expressed concern about splitting the fire department.

Kate Songhurst, 15521 Sturtevant Ave, Stanwood, WA, spoke as an employee and member of Local 3219. She works as a firefighter paramedic and asked the Council to consider being an RFA. She stated that a study done by the City of Marysville showed that it was in the best interest of the public to become a Regional Fire Authority. She expressed concerns about being able to serve citizens and protect them in a timely manner.

Cody Brooke, 1417 – 80<sup>th</sup> Ave SE, Lake Stevens, firefighter paramedic, member of Local 3219, spoke in support of an RFA in order to provide better service to the community.

Chris Vold, 7105 – 67<sup>th</sup> Drive NE, Marysville, WA 98270, referred to Ordinance 3025 regarding limiting disabled parking in the city limits. He stated it is in violation of RCW 46.19.050 (5) because it's not clearly posted on the street, and the City should not be able to enforce it.

Ed Bailey, 13132 – 48<sup>th</sup> Ave NE, Marysville, WA, thanked the Council for their work on code enforcement. He thanked Councilmember Stevens for coming out to take a look at the neighborhood. He hopes they can continue to work together for the betterment of the Marysville community and improve the houses that need to be upgraded. He stated that following the KING 5 news story a worker was out at the house the next day to remove a tree that was on the roof. He thanked the Marysville Globe for their article which led to the KING 5 coverage. He urged the Council to fully support the code enforcement people to get the city cleaned up.

Charles Smith, 7110 - 67<sup>th</sup> Drive NE, Marysville, WA, spoke regarding the car that's been parked in front of his house for 2½ years without moving. He stated that the Council recently passed an ordinance regarding the situation. He requested that Council now take action on removing the car. The owner of the car told an officer he had been driving it which is false information. Mr. Smith said he has been trying to work with the family, but they have made no action to move the car. He stated that his whole neighborhood is fed up with this situation and he cannot do work on his own property because this car is blocking it. He urged the city to get more code enforcement since it is badly needed.

Chief Smith stated that the police are very aware of the situation and are prepared to take action.

Mrs. Smith echoed her husband's comments.

Ron Friesen, 4714 – 124<sup>th</sup> Place NE, referred to a handout he distributed regarding New Business item 12 proposed code changes. He stated he is in favor of the amendments with some concerns. He encouraged the Council to look more at abatement instead of punishment. Additionally, after the third violation, he thinks it should state that fines "shall" accrue. He thinks the section about salvage items effectively undermines the whole nuisance code because anything can be referred to as salvage. He strongly urged the Council to delete that item. He thinks garbage service should be mandatory. He referred to the section about the number of tires allowed to be stored on property and noted that 12 seems like an arbitrary number. He recommended zero. When thinking about what constitutes a junk car he suggested that cars parked in the neighborhood should be licensed, and they should be roadworthy unless they are designated as off-road vehicles. He expressed great concern about the language regarding open storage being screened from public view. Finally, he applauded the abatement language.

Mike Doyle 7113 67<sup>th</sup> Drive NE, Marysville, WA stated he is the recipient of the other junked vehicle that is an issue. He displayed a picture of the truck that has been parked

in front of his house for two years. It moves for a couple hours a week, but otherwise is always in front of his yard. He stated that one dwelling in his cul-de-sac has five vehicles and is encroaching on the rest of the neighborhood. He asked if there is a limit to the number of vehicles people can have for a given residence.

Mark Johnson, 12433 – 48<sup>th</sup> Drive NE, Marysville, spoke regarding code enforcement. He stated that one neighbor has every vehicle he's ever owned in the last 40 years parked next to his house. Code enforcement came out and determined there was no violation. He expressed concern about zombie vehicles such as unused cars, motor homes, etc. that are throughout the community. These are not being addressed by the proposed code changes.

Chris Hottinger, 7713 – 56<sup>th</sup> Drive NE, Marysville, WA, also expressed concern about houses with junked cars and drug use. He noted his family does not feel safe in his neighborhood. He is a UPS driver, and noted that Marysville has a reputation for drugs and issues it needs to deal with.

Michelle Taylor, 4828 - 129<sup>th</sup> Place NE, Marysville, WA, also expressed concern about parked cars in her neighborhood. She noted that this is a safety concern because emergency vehicles can barely get through. Cars are parked on the sidewalks and kids can barely get through. She asked about a code provision that limits the number of vehicles that a house can have.

Ryan Hold, 7105 – 67<sup>th</sup> Drive NE, Marysville, WA, expressed concerns about the City's compliance with state and federal code. He stated that he understands his neighbors' concerns about parking, but noted that he has tried to get designated handicapped parking without getting any response. He stated this is required by federal law and the Americans with Disabilities Act.

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

1. Consider Approval of the June 6, 2016 City Council Work Session Minutes

Councilmember Stevens stated he would be abstaining as he was absent at the June 6 meeting.

**Motion** made by Councilmember Muller, seconded by Councilmember Toyer, to approve the June 6, 2016 City Council Work Session Minutes. **Motion** passed 6-0 with Councilmember Stevens abstaining.

2. Consider Approval of the June 13, 2016 City Council Meeting Minutes

Councilmember Norton stated she would be abstaining as she was not at the June 13 meeting.

*DRAFT*

**Motion** made by Councilmember Stevens, seconded by Councilmember Muller, to approve the June 13, 2016 City Council Meeting Minutes. **Motion** passed 6-0 with Councilmember Norton abstaining.

### **Consent**

3. Consider Approval of the June 22, 2016 Claims in the Amount of \$521,957.61; Paid by EFT Transactions and Check Numbers 109097 through 109274 with No Checks Voided
5. Consider Approval of the Mother Nature's Window Caretaker Services Agreement and Lease Agreement with David and Betty Nelson
6. Consider Approval of the Barkly Manor Modification (SERJ Development) and authorize the Execution of all Necessary Documentation in Order to Relinquish the Restrictive Covenant Recorded Under Auditor's File Number 2416572 (Barkly Manor Restrictive Covenant), Subject to Dedication of 38th Avenue NE in a Desired Alignment Substantially Similar to that Depicted and to Execute all Necessary Documentation Accepting Dedications of Rights-of-Way for Future 37th and 38th Avenue NE
7. Consider Approval of the Interlocal Agreement between the City of Stanwood and the City of Marysville for Outdoor Video Services
8. Consider Approval of the Local Agency State Aid Project Prospectus and Local Agency Supplemental Funding Agreement with WSDOT thereby Securing Construction Funding for the Grove Street Pedestrian and Bicycle Improvements (State Ave to Cedar Ave)
9. Consider Acceptance of the 2015 Biosolids Removal with American Process Group, Inc. and Reuse Project, Starting the 45-day Lien Filing Period for Project Closeout
10. Consider Approval of the Professional Services Agreement in the Amount of \$61,940.00 with Stantec Consulting Services Inc.
14. Consider Approval of the June 29, 2016 Claims in the Amount of \$562,941.22; Paid by EFT Transactions and Check Number 109275 through 109442 with Check Numbers 85559 and 108226 Voided
15. Consider Approval of the July 5, 2016 Payroll in the Amount of \$1,873,928.07; Paid by EFT Transactions and Check Numbers 30037 through 30079

**Motion** made by Councilmember Vaughan, seconded by Councilmember Wright, to approve Consent Agenda items 3, 5, 6, 7, 8, 9, 10, 14, and 15. **Motion** passed unanimously (7-0)

**Review Bids**

4. Consider Awarding the Grove Street Pedestrian and Bicycle Improvement Project with SRV Construction, Inc. in the Amount of \$396,366.75 Including Washington State Sales Tax and Approve a Management Reserve of \$35,000 for a Total Allocation of \$431,366.75

Director Nielsen stated there are two funding partners with this project - TIB and WSDOT Pedestrian and Bicycle Improvements. WSDOT is contributing about \$200,000 to the project; the TIB is contributing about \$136,000, and the City is contributing about \$95,000. The City's match is from the TBD. He pointed out how they are leveraging the TBD money to get more money from outside agencies to do improvements.

Councilmember Stevens asked if the improvements are designed to accommodate the potential overpass. Director Nielsen said they are not but these are on surface and the overpass will probably be above grade. They probably can be incorporated somehow.

**Motion** made by Councilmember Muller, seconded by Councilmember Seibert, to authorize the Mayor to sign and execute the Grove Street Pedestrian and Bicycle Improvement Project with SRV Construction in the amount of \$396,366.75 Including Washington State Sales Tax and Approve a Management Reserve of \$35,000 for a Total Allocation of \$431,366.75. **Motion** passed unanimously (7-0)

**Public Hearings****New Business**

11. Consider Approval of an **Ordinance** Relating to Exemptions from Extending Sewer to any New Land Division Located Greater than 200 Feet from a Sewer Main and the Maximum Lot Size for the Proposed Land Division by Amending Section 14.01.050 of the Marysville Municipal Code

Community Development Director Koenig explained that currently in the City you can subdivide property into two lots but one of the lots has to be the minimum size of 12,500 square feet. This ordinance would provide flexibility to allow two lots without the restriction of minimum size for septic tanks.

**Motion** made by Councilmember Vaughan, seconded by Councilmember Stevens, to adopt Ordinance No. 3028. **Motion** passed unanimously (7-0)

12. Consider Approval of an **Ordinance** Amending Chapter 6.24 of the Municipal Code, Defining Public Nuisances and Updating Definitions

City Attorney Walker stated he had no further comments regarding this item.

Councilmember Stevens asked staff's opinion regarding section 6.24.040 subsection 24(d) which Mr. Friesen feels negates the whole revision effort. City Attorney Walker

disagreed with this interpretation and explained that storing garbage is not open storage; it's storing trash. He stated he is very comfortable with the way it is written.

Councilmember Muller said he didn't want to put this off any longer even though it may need tweaking in the future.

**Motion** made by Councilmember Wright, seconded by Councilmember Toyer, to adopt Ordinance No. 3029. **Motion** passed unanimously (7-0)

## Legal

### Mayor's Business

13. Consider Approval of the Reappointment to Salary Commission: Tom King

**Motion** made by Councilmember Seibert, seconded by Councilmember Wright, to approve the Mayor's appointment of Tom King to the Salary Commission. **Motion** passed unanimously (7-0).

Other:

- There will be a meeting next Monday at 6:00 p.m. regarding the criminal justice tax measure that is before the voters.
- There were a lot of great events over the weekend. Thanks to everyone who helped to make them happen.

### Staff Business

Sandy Langdon stated there is no need for a Finance Committee in July. There was consensus to cancel the July meeting.

Jon Walker stated the need for an Executive Session to discuss two matters related to potential litigation for 20 minutes with no action.

Kevin Nielsen:

- He stated that the City is totally in compliance with state and federal laws regarding ADA parking on city streets. He stressed that staff has researched this extensively and is very comfortable with it.
- He stated that the City will be removing parking on arterial streets.
- The traffic circles on 92<sup>nd</sup> look a little different. They have the City of Marysville stamped in the concrete.
- The weather forecast is clear.

Jim Ballew:

- He is grateful for the good weather forecast.
- Concerts and movies in the park start this week.

# DRAFT

- Jennings Park has become a hotspot of interest with teenagers playing Pokémon Go.
- The Mothers Nature Window meeting was very lively. Staff learned a lot from the surrounding neighbors. Staff is grateful for the opportunity to meet with the neighbors. They plan to retool this and come back.
- The City has been very busy. Junk in the Trunk, Poochapalooza, Farmers Market, and Rods on Third all happened last weekend.

Chief McFalls had no further comments. He thanked the Council for hearing the Fire District members' comments.

Dave Koenig reported that the Planning Commission will be meeting tomorrow to discuss the two-year extension of subdivision short plats that are about to expire. The industry has asked the City to consider allowing those to be extended for two additional years. This will come before the Council in September. Most of these short plats were approved in Marysville and therefore meet city standards. Staff is proposing that if they meet the current standards, extensions could be given for two years. This gives some flexibility to the building community regarding construction of the subdivisions.

Chief Smith:

- Thanks to Council for the code enforcement changes. He appreciates the fact that the community came out to talk. He stressed that the employees of the City are working hard as hard as they can to meet the needs of the citizens. The City has a great workforce which is doing everything it can.
- It has been a rough week for law enforcement in general. He is proud of the Marysville Police Department, the City, and community support. He stated that the Police Department strives to have high standards and will continue to do so.

Gloria Hirashima thanked the Council for taking action on the code enforcement ordinance they did tonight. She also commended them on the thorough way they went about it. She noted that the Council has heard complaints about code enforcement over the past few months, but this is a very broad area. She discussed the complexity of the citizen comments and the issues raised.

## **Call on Councilmembers**

Jeff Vaughan:

- Thanks to City Attorney Walker for his good work on the code amendments and interpreting Council's comments and concerns.
- He stated that under the leadership of Mayor Nehring a lot has been done to clean up the City in numerous ways. He stated that the Mayor was instrumental in the Community Beautification grant program that provides money to clean up neighborhoods; Clean Sweep Week where the City focuses on various areas of the City to clean up; graffiti elimination program which has been extremely successful; and Pride of Marysville Neighborhood Improvement Awards which sets a standard of something that property owners could use as an example of

what they can do. Regarding abatement, the City has been involved with many abatement efforts at city cost. Recently the Council has backed the Mayor in illegal camping enforcement which has helped to clean up some areas. The Mayor has also been in communication with Senator Patty Murray and Congressman Larson's office regarding the problem of homes that have been foreclosed, are owned by banks, and are sitting empty. He also reviewed the tremendous improvements that have been made with crime reduction.

- He discussed the comments of Chief Brown of the Dallas Police Department and stated that there are lessons to be learned from that press conference.

Mayor Nehring thanked the Council and staff for their support and funding of his initiatives to improve the City.

Donna Wright thanked Chief Smith for his heartfelt remarks.

Jeff Seibert:

- He commended Councilmember Vaughan for his comments. He commended Councilmember Vaughan for his work with the graffiti issue.
- He asked Director Nielsen about ADA cuts at 88<sup>th</sup> and 36<sup>th</sup>. There was discussion about the requirements and the possibilities.
- He attended the car show at the courthouse. There were 60 cars and 4 new sponsors for trophies.

Michael Stevens:

- Thanks to all the citizens who came out to express their concerns.
- He commended City Attorney Walker for his work on the Ordinance.
- The Fire Board Meeting has been moved to Tuesday, July 26.
- He stated that Battalion Chief Taylor has been making the rounds with his impressive voice. He kicked off the 4<sup>th</sup> of July celebration at Gas Works Park recently as well as a Mariners game. He thanked Battalion Chief Taylor for serving in that capacity too.

Rob Toyer said he thinks it's great that the citizens came to express their opinions.

Steven Muller:

- Thanks to Jeff Vaughan for his comments.
- He commended City Attorney Walker for his work on the Ordinance.

Kamille Norton:

- She expressed appreciation for the work of the City Attorney and the work of the Council.
- She appreciates the thoroughness of the Council in going through this problem.
- She agreed that Chief Brown's press conference was impactful. She noted how important it is for the different branches of government to work together to solve community problems.

*DRAFT*

Council recessed at 8:35 p.m. until 8:40 p.m. before reconvening for 20 minutes in Executive Session to discuss two potential litigation items.

### **Executive Session**

- A. Litigation – Two items, RCW 42.30.110(1)(i)
- B. Personnel
- C. Real Estate

Executive session extended ten minutes.

Executive session extended 15 minutes.

Executive session extended 15 minutes.

Executive session ended and public meeting reconvened at 9:40 p.m.

### **Adjournment**

Seeing no further business Mayor Nehring adjourned the meeting at 9:40 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Mayor  
Jon Nehring

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April O'Brien  
Deputy City Clerk

# *Index #2*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 25, 2016**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **July 6, 2016** claims in the amount of **\$2,602,607.11** paid by **EFT transactions** and **Check No. 109443 through 109596 with no Check No. voided.**

**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 **\$2,602,607.11 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 109443 THROUGH 109596 WITH NO CHECK NO. VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **25<sup>th</sup> DAY OF JULY 2016.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/30/2016 TO 7/6/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109443	CHICAGO TITLE INSURA	PURCHASE & SALES AGREEMENT-BIS	GMA-PARKS	5,000.00
109444	ACTIVE NETWORK LLC	CLASS & MAINTENANCE SUPPORT RE	COMPUTER SERVICES	681.98
109445	ALS LABORATORY	LAB ANALYSIS	STORM DRAINAGE	25.00
	ALS LABORATORY		STORM DRAINAGE	405.00
109446	AMERICAN PROCESS	PAY ESTIMATE #3	UTILITY CONSTRUCTION	-69,291.08
	AMERICAN PROCESS		SEWER CAPITAL PROJECTS	385,821.66
109447	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	68.22
109448	AUSTIN, ROBERT & PIX	UB 761303620000 7714 74TH DR N	WATER/SEWER OPERATION	196.47
109449	BALLEW, JAMES B	REIMBURSE MILEAGE	EXECUTIVE ADMIN	50.04
109450	BEST WAY COMMUNICATI	RADIOS	ER&R	3,168.38
109451	BHC CONSULTANTS	PROFESSIONAL SERVICES	SEWER CAPITAL PROJECTS	10,494.50
109452	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	1,964.99
109453	BOONYATIPANON,SUDARA	REFUND CLASS FEES	PARKS-RECREATION	28.00
109454	BRICKYARD PRODUCTION	CHILDRENS CONCERT 7/13/16	RECREATION SERVICES	800.00
109455	BSN SPORTS, INC	STOPWATCHES	RECREATION SERVICES	163.38
	BSN SPORTS, INC	VOLLEYBALLS	RECREATION SERVICES	357.63
109456	BUELL, JOHN	REIMBURSE MEAL	UTIL ADMIN	15.00
	BUELL, JOHN	REIMBURSE MEALS-TRAINING	UTIL ADMIN	40.19
	BUELL, JOHN	REIMBURSE CDL RENEWAL FEES	UTIL ADMIN	102.00
109457	BURSELL, ADAM R	UB 331421000000 15108 45TH DR	WATER/SEWER OPERATION	41.70
109458	CAJAL, JULIE	REFUND CLASS FEES	PARKS-RECREATION	99.00
109459	CAPITAL ONE COMMERC	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	8.97
	CAPITAL ONE COMMERC		EXECUTIVE ADMIN	30.48
	CAPITAL ONE COMMERC		GMA - STREET	31.98
	CAPITAL ONE COMMERC		WATER DIST MAINS	32.72
	CAPITAL ONE COMMERC		COMMUNITY EVENTS	77.30
109460	CARRS ACE	PROPANE TORCH AND PAINT	WATER QUAL TREATMENT	25.62
	CARRS ACE	SAMPLE STATION PARTS	WATER RESERVOIRS	28.96
	CARRS ACE	FILTERS	WASTE WATER TREATMENT F	49.04
109461	CASCADE NATURAL GAS	NATURAL GAS CHARGES	WATER FILTRATION PLANT	360.85
109462	CENTRAL WELDING SUPP	RAINGEAR	ER&R	1,355.04
109463	CHAMBERS, JENNIFER	UB 989470000001 6104 44TH PL N	WATER/SEWER OPERATION	117.65
109464	CHAMBERS, JENNIFER		GARBAGE	191.76
109465	CHELEDINAS, DANIEL	UB 041620000000 6314 95TH ST N	WATER/SEWER OPERATION	129.23
109466	CHEMTRADE CHEMICALS	ALUMINUM SULFATE	WASTE WATER TREATMENT F	4,074.59
	CHEMTRADE CHEMICALS		WASTE WATER TREATMENT F	4,080.17
109467	CNR INC	EOC PHONES	EXECUTIVE ADMIN	1,830.58
109468	COMCAST	CABLE SERVICE-KBCC	BAXTER CENTER APPRE	51.54
109469	COOK, DEBRA	UB 981472763000 14727 43RD AVE	WATER/SEWER OPERATION	97.00
109470	COOP SUPPLY	CLEANER	WATER DIST MAINS	18.54
	COOP SUPPLY	NO TRESPASSING SIGNS	SOURCE OF SUPPLY	59.09
	COOP SUPPLY		WASTE WATER TREATMENT F	59.10
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	59.99
109471	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	2,061.13
109472	CRMA INVESTMENTS LLC	UB 761301296801 7521 82ND AVE	GARBAGE	108.64
109473	CUMMINS NORTHWEST	REPAIR ATS	UTIL ADMIN	1,193.94
109474	DAWN, CELIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109475	DEPALMA, ARLINE	INSTRUCTOR SERVICES	COMMUNITY CENTER	250.80
109476	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	SOURCE OF SUPPLY	113.83
	DIAMOND B CONSTRUCT		PARK & RECREATION FAC	238.39
	DIAMOND B CONSTRUCT		NON-DEPARTMENTAL	267.32
	DIAMOND B CONSTRUCT		MAINT OF GENL PLANT	289.96
	DIAMOND B CONSTRUCT		COMMUNITY CENTER	352.22
	DIAMOND B CONSTRUCT		WATER FILTRATION PLANT	720.35

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109476	DIAMOND B CONSTRUCT	HVAC MAINTENANCE	MAINTENANCE	788.15
	DIAMOND B CONSTRUCT		COURT FACILITIES	942.84
	DIAMOND B CONSTRUCT		UTIL ADMIN	958.94
	DIAMOND B CONSTRUCT		ADMIN FACILITIES	1,017.86
	DIAMOND B CONSTRUCT		WASTE WATER TREATMENT F	1,205.57
	DIAMOND B CONSTRUCT		PUBLIC SAFETY BLDG.	1,665.06
109477	DIAMOND VETERINARY	ANIMAL CARE	ANIMAL CONTROL	774.13
109478	DICKS TOWING	TOWING EXPENSE-MP16-0505	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-0959	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-9470	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-9623	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-9703	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-9990	POLICE PATROL	43.64
109479	E&E LUMBER	INSECT FOGGERS	PARK & RECREATION FAC	9.42
	E&E LUMBER	MISC BITS	MAINTENANCE	24.70
	E&E LUMBER	TORCH BLADE	MAINTENANCE	26.17
	E&E LUMBER	ELECTRICAL STRIPS	PARK & RECREATION FAC	47.10
	E&E LUMBER	LUMBER, HINGE AND FASTENERS	WATER RESERVOIRS	99.31
	E&E LUMBER	BAGS, RAGS, SPRAY, TAPE, KNIFE	ER&R	540.89
109480	EAGLE FENCE	FENCE REPAIR	PUBLIC SAFETY BLDG.	114.56
109481	ECCOS DESIGN LLC	SITE DESIGN	PARK & RECREATION FAC	1,424.00
109482	ECOLOGY, DEPT. OF	HAZARDOUS WASTE GENERATION FEE	UTIL ADMIN	49.00
109483	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	43.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
109484	ELLIOT REPOSA & TIFF	UB 160460000003 4507 128TH PL	WATER/SEWER OPERATION	26.16
109485	ENVIRONMENTAL PRODUC	SHIPPING EXPENSE	WATER/SEWER OPERATION	-5.85
	ENVIRONMENTAL PRODUC		WATER DIST MAINS	70.16
109486	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	32.40
	EVERETT, CITY OF		WASTE WATER TREATMENT F	2,181.10
	EVERETT, CITY OF	ANIMAL SHELTER FEES-MAY 2016	ANIMAL CONTROL	4,296.00
109487	EVERGREEN RURAL WATE	FALL CONFERENCE-FILORI	UTIL ADMIN	275.00
109488	EYLANDER, JIM	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109489	FEDEX	SHIPPING EXPENSE	PARK & RECREATION FAC	25.52
109490	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE ADMINISTRATION	43.97
	FRONTIER COMMUNICATI		ADMIN FACILITIES	43.97
	FRONTIER COMMUNICATI		COMMUNICATION CENTER	43.97
	FRONTIER COMMUNICATI		UTILITY BILLING	43.97
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERT	43.97
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	43.97
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	87.93
	FRONTIER COMMUNICATI		POLICE PATROL	87.93
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	87.93
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	87.93
	FRONTIER COMMUNICATI		COMMUNITY CENTER	87.93

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109490	FRONTIER COMMUNICATI	PHONE CHARGES	GOLF ADMINISTRATION	87.93
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	175.86
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	219.80
	FRONTIER COMMUNICATI		UTIL ADMIN	302.03
109491	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.11
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.11
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.16
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	0.30
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.38
	FRONTIER COMMUNICATI		CITY CLERK	0.40
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.44
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	0.54
	FRONTIER COMMUNICATI		ANIMAL CONTROL	0.61
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.66
	FRONTIER COMMUNICATI		COMMUNITY CENTER	2.29
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	2.68
	FRONTIER COMMUNICATI		FINANCE-GENL	3.57
	FRONTIER COMMUNICATI		STORM DRAINAGE	3.96
	FRONTIER COMMUNICATI		LEGAL-GENL	4.04
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	4.16
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	4.85
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	5.38
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	5.48
	FRONTIER COMMUNICATI		COMPUTER SERVICES	6.26
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	6.39
	FRONTIER COMMUNICATI		POLICE PATROL	6.48
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	8.03
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	8.63
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	9.16
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	9.63
	FRONTIER COMMUNICATI		UTILITY BILLING	9.79
	FRONTIER COMMUNICATI		ENGR-GENL	11.40
	FRONTIER COMMUNICATI		UTIL ADMIN	11.41
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	15.44
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	24.22
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	33.20
109492	GALLS, LLC	FLASHLIGHT CHARGERS	ER&R	491.78
109493	GLOBALSTAR INC.	PHONE CHARGES	OFFICE OPERATIONS	68.97
109494	GOVCONNECTION INC	UPS APC BATTERY	COMPUTER SERVICES	500.77
	GOVCONNECTION INC	FIBER END POINT GBIC'S	CENTRAL SERVICES	1,372.48
109495	GRAINGER	MAGNETIC JAW	WATER QUAL TREATMENT	82.15
	GRAINGER	MULTIMETER	WATER QUAL TREATMENT	98.19
	GRAINGER	EXTRACTOR SET AND INSPECTION M	WATER FILTRATION PLANT	132.72
	GRAINGER	WISE	WATER QUAL TREATMENT	228.91
109496	GREENSHIELDS	CAB PROTECTOR, MOUNTING KIT AN	EQUIPMENT RENTAL	1,426.15
109497	GROUP HEALTH	DOT PHYSICALS	PARK & RECREATION FAC	285.00
109498	HAGGLUND, JOANNA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109499	HAMMOND, TERRY	UB 080147440000 9502 52ND DR N	WATER/SEWER OPERATION	154.20
109500	HANSON, DAYNA	REFUND CLASS FEES	PARKS-RECREATION	80.00
109501	HARBOR FREIGHT TOOLS	WINCH, WRENCHES, HEAD LAMPS AN	WATER DIST MAINS	289.21
109502	HARWOOD, LESLIE A.	UB 800260000001 6122 57TH AVE	WATER/SEWER OPERATION	204.80
109503	HD FOWLER COMPANY	SPRINKLER HEAD REPAIR PARTS	ROADSIDE VEGETATION	10.50
109504	HE MITCHELL CO	LUBRICANT	WATER RESERVOIRS	138.26
109505	HINRICKSEN, ELEANOR	UB 980098980047 12226 54TH DR	WATER/SEWER OPERATION	25.38
109506	HONG-VAN, DO	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00

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109507	JUBIE, MARIE	REFUND CLASS FEES	PARKS-RECREATION	34.00
109508	KEEFE, RYAN M	REIMBURSE MEALS-TRAINING	UTIL ADMIN	48.53
109509	KELLER SUPPLY COMPAN	FACILITY REPAIR PARTS	MAINT OF GENL PLANT	40.04
109510	KESSELRINGS	AMMUNITION	POLICE TRAINING-FIREARMS	3,929.57
109511	KINGSFORD, ANDREA KINGSFORD, ANDREA	REIMBURSE DAY CAMP SUPPLIES	RECREATION SERVICES	52.17
			RECREATION SERVICES	357.48
109512	KNOLES, BROOKE	REFUND CLASS FEES	PARKS-RECREATION	295.00
109513	KNUDSEN, KAREN		PARKS-RECREATION	42.00
109514	KRUTSINGER, JANET	RENTAL DEPOSIT REFUND	GENERAL FUND	300.00
109515	LAKE INDUSTRIES	DRAIN ROCK	STORM DRAINAGE	109.67
109516	LASTING IMPRESSIONS	UNIFORM SHIRTS-CHAPLAINS	POLICE ADMINISTRATION	149.00
	LASTING IMPRESSIONS	TSHIRTS-VOLLEYBALL	RECREATION SERVICES	255.73
109517	LES SCHWAB TIRE CTR LES SCHWAB TIRE CTR	REPAIR FLAT	EQUIPMENT RENTAL	69.82
			EQUIPMENT RENTAL	106.92
109518	LOWES HIW INC	STAPLE GUN AND STAPLES	MAINT OF GENL PLANT	9.61
	LOWES HIW INC		FACILITY MAINTENANCE	25.14
	LOWES HIW INC	ROTARY TOOL AND BINS	WATER FILTRATION PLANT	66.30
	LOWES HIW INC	TIES AND SIGNS	WATER RESERVOIRS	67.55
	LOWES HIW INC	KEY BOX, HAMMER AND SM TOOLS	WATER DIST MAINS	175.02
109519	MARYFEST	FASHION SHOW ATTENDEES	EXECUTIVE ADMIN	225.00
109520	MARYSVILLE FIRE DIST MARYSVILLE FIRE DIST	FIRE CONTROL/EMERGENCY AID SER	FIRE-EMS	200,667.67
			FIRE-GENL	610,535.83
109521	MARYSVILLE PRINTING MARYSVILLE PRINTING	ENVELOPES JULY 4TH FLYER PRINTING	COMMUNITY CENTER	81.92
			POLICE PATROL	545.50
109522	MARYSVILLE SCHOOL	FACILITY USAGE-TMS	RECREATION SERVICES	111.00
109523	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES	STORM DRAINAGE	5,056.73
109524	MCLOUGHLIN & EARDLEY MCLOUGHLIN & EARDLEY	LED LIGHTBARS	ER&R	-129.14
			ER&R	1,548.28
109525	MICROFLEX INC	SALES TAX AUDIT PROGRAM	FINANCE-GENL	20.00
109526	MIZELL, TARA	REIMBURSE DAY CAMP SUPPLIES	RECREATION SERVICES	138.06
109527	NATIONAL BARRICADE	NO PARKING SIGNS	TRANSPORTATION MANAGEM	647.96
109528	NEHRING, JON	REIMBURSE PARKING FEES	EXECUTIVE ADMIN	10.00
109529	NORTH CENTRAL LABORA	BROTH AMPULES	WASTE WATER TREATMENT F	381.60
109530	NORTHSTAR CHEMICAL NORTHSTAR CHEMICAL	SODIUM HYPOCHLORITE	WATER FILTRATION PLANT	976.00
			WATER QUAL TREATMENT	1,444.00
109531	NOWACKI, JOHN	UB 038104880000 8104 88TH ST N	WATER/SEWER OPERATION	35.82
109532	NURNBERG SCIENTIFIC NURNBERG SCIENTIFIC	CAPS HOSES, CAPS AND BARBS	SOURCE OF SUPPLY	506.22
			SOURCE OF SUPPLY	799.54
109533	NYITRAY, SANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	126.00
109534	OFFICE DEPOT	OFFICE SUPPLIES	EXECUTIVE ADMIN	5.18
	OFFICE DEPOT		POLICE INVESTIGATION	20.50
	OFFICE DEPOT		POLICE PATROL	25.94
	OFFICE DEPOT		K9 PROGRAM	26.72
	OFFICE DEPOT		ENGR-GENL	29.88
	OFFICE DEPOT		POLICE INVESTIGATION	30.54
	OFFICE DEPOT		UTIL ADMIN	38.60
	OFFICE DEPOT		POLICE INVESTIGATION	41.06
	OFFICE DEPOT		ENGR-GENL	44.36
	OFFICE DEPOT		POLICE PATROL	53.48
	OFFICE DEPOT		UTIL ADMIN	64.55
	OFFICE DEPOT		ENGR-GENL	66.07
	OFFICE DEPOT		POLICE PATROL	70.06
	OFFICE DEPOT		EXECUTIVE ADMIN	104.15
	OFFICE DEPOT		EXECUTIVE ADMIN	159.56
	OFFICE DEPOT		POLICE PATROL	188.27

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109534	OFFICE DEPOT	OFFICE SUPPLIES	POLICE INVESTIGATION	307.90
109535	ORSBORN, MARISA	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
109536	PACIFIC POWER BATTER	BATTERIES	SEWER PRETREATMENT	51.29
109537	PART WORKS INC, THE	FAUCETS	PARK & RECREATION FAC	133.92
109538	PARTS STORE, THE	ERASER	EQUIPMENT RENTAL	78.49
	PARTS STORE, THE	WIPER BLADES, FILTERS WW FLUID	ER&R	178.72
	PARTS STORE, THE	ADDITIVE	SOLID WASTE OPERATIONS	523.16
109539	PENNEY, JOAN	ENTERTAINMENT-OPERA HOUSE 7/13	OPERA HOUSE	300.00
109540	PETTY CASH- POLICE	FESTIVAL/CONFERENCE/MEETING SU	POLICE ADMINISTRATION	6.99
	PETTY CASH- POLICE		POLICE INVESTIGATION	15.91
	PETTY CASH- POLICE		POLICE PATROL	79.74
109541	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	32.92
	PGC INTERBAY LLC		PRO-SHOP	49.00
	PGC INTERBAY LLC		MAINTENANCE	78.21
	PGC INTERBAY LLC		MAINTENANCE	195.84
	PGC INTERBAY LLC		PRO-SHOP	200.00
	PGC INTERBAY LLC		PRO-SHOP	207.10
	PGC INTERBAY LLC		MAINTENANCE	272.00
	PGC INTERBAY LLC		MAINTENANCE	400.75
	PGC INTERBAY LLC		MAINTENANCE	556.33
	PGC INTERBAY LLC		PRO-SHOP	1,120.00
	PGC INTERBAY LLC		MAINTENANCE	1,158.75
	PGC INTERBAY LLC		PRO-SHOP	1,205.04
	PGC INTERBAY LLC		MAINTENANCE	1,355.51
	PGC INTERBAY LLC		MAINTENANCE	1,590.55
	PGC INTERBAY LLC		MAINTENANCE	1,721.99
	PGC INTERBAY LLC		GOLF COURSE	3,617.53
109542	PLATT ELECTRIC	ELECTRICAL PARTS	MAINTENANCE	29.16
	PLATT ELECTRIC	FUSE PULLERS	SOURCE OF SUPPLY	70.06
	PLATT ELECTRIC	NEW OUTLETS AND MICS PARTS	MAINT OF GENL PLANT	109.00
	PLATT ELECTRIC	FUSES	SOURCE OF SUPPLY	216.24
109543	PREMIER GOLF CENTERS	MANAGEMENT SERVICES-GOLF COURS	GOLF ADMINISTRATION	8,088.00
109544	PUBLIC SAFETY SELECT	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	375.00
109545	PUGET SOUND SECURITY	KEYS MADE	STORM DRAINAGE	7.36
	PUGET SOUND SECURITY		PARK & RECREATION FAC	25.14
	PUGET SOUND SECURITY		EQUIPMENT RENTAL	43.86
109546	RICOH USA, INC.	PRINTER/COPIER CHARGES	GENERAL SERVICES - OVERH	13.44
	RICOH USA, INC.		COMMUNITY CENTER	17.77
	RICOH USA, INC.		OFFICE OPERATIONS	18.72
	RICOH USA, INC.		CITY CLERK	23.92
	RICOH USA, INC.		FINANCE-GENL	23.92
	RICOH USA, INC.		PROPERTY TASK FORCE	61.86
	RICOH USA, INC.		PROBATION	86.90
	RICOH USA, INC.		WASTE WATER TREATMENT F	92.00
	RICOH USA, INC.		PARK & RECREATION FAC	106.16
	RICOH USA, INC.		ENGR-GENL	120.44
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	157.03
	RICOH USA, INC.		POLICE PATROL	207.50
	RICOH USA, INC.		UTIL ADMIN	328.43
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	778.27
109547	RICOH USA, INC.		CITY CLERK	13.90
	RICOH USA, INC.		FINANCE-GENL	13.91
	RICOH USA, INC.		COMMUNITY CENTER	27.81
	RICOH USA, INC.		MUNICIPAL COURTS	39.62
	RICOH USA, INC.		PROPERTY TASK FORCE	75.04

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109547	RICOH USA, INC.	PRINTER/COPIER CHARGES	OFFICE OPERATIONS	81.19
	RICOH USA, INC.		GENERAL SERVICES - OVERH	87.93
	RICOH USA, INC.		ENGR-GENL	144.14
	RICOH USA, INC.		POLICE INVESTIGATION	144.58
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	152.34
	RICOH USA, INC.		WASTE WATER TREATMENT F	196.18
	RICOH USA, INC.		PROBATION	212.75
	RICOH USA, INC.		POLICE PATROL	261.15
	RICOH USA, INC.		PARK & RECREATION FAC	309.44
	RICOH USA, INC.		UTIL ADMIN	378.27
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	584.80
109548	ROBBINS, TAMARA	INSTRUCTOR SERVICES	COMMUNITY CENTER	12.00
	ROBBINS, TAMARA		COMMUNITY CENTER	189.34
109549	RYAN HERCO PRODUCTS	TANK COVER	SOURCE OF SUPPLY	75.58
	RYAN HERCO PRODUCTS	CONTAINER	SOURCE OF SUPPLY	242.04
109550	S&S WORLDWIDE	SUMMER CAMP SUPPLIES	GENERAL FUND	-30.81
	S&S WORLDWIDE		RECREATION SERVICES	369.33
109551	SCIENTIFIC SUPPLY	PETRI DISHES AND FILTER PAPER	WASTE WATER TREATMENT F	478.21
109552	SENIOR SERVICES OF S	ADVERTISING	COMMUNITY CENTER	125.00
109553	SHERWIN WILLIAMS	PAINT AND SUPPLIES	MAINT OF GENL PLANT	226.36
109554	SHRED-IT US	MONTHLY SHREDDING SERVICE	UTIL ADMIN	13.68
109555	SISKUN POWER EQUIPME	WEEDEATER LINE	WATER RESERVOIRS	82.28
109556	SIX ROBBLEES INC	2" BALL	EQUIPMENT RENTAL	31.79
109557	SKAGIT PLUMBING	PLUMBING REPAIRS	PARK & RECREATION FAC	464.82
109558	SMITH, MAURYA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109559	SMOKEY POINT CONCRET	ROCK	WATER DIST MAINS	1,019.35
	SMOKEY POINT CONCRET		ROADWAY MAINTENANCE	1,019.35
	SMOKEY POINT CONCRET		SEWER MAIN COLLECTION	1,019.35
109560	SNO CO AUDITOR	RECORDING FEES	COMMUNITY DEVELOPMENT-	1,716.00
109561	SNO CO PUBLIC WORKS	SOLID WASTE CHARGES	SOLID WASTE OPERATIONS	149,572.00
109562	SNO CO TREASURER	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	151.94
109563	SOUND SAFETY	JEANS-BILLIEU	UTIL ADMIN	100.35
	SOUND SAFETY	HEARING PROTECTION	ER&R	147.55
	SOUND SAFETY	WATERPROOF OVERALLS	ER&R	172.90
	SOUND SAFETY	JEANS-GEIST	UTIL ADMIN	190.47
	SOUND SAFETY	RAINGEAR	ER&R	217.85
	SOUND SAFETY	GLOVES	ER&R	340.39
109564	STAPLES	OFFICE SUPPLIES	CITY COUNCIL	14.47
	STAPLES		COMMUNITY EVENTS	15.49
	STAPLES		PARK & RECREATION FAC	18.62
	STAPLES		RECREATION SERVICES	27.91
	STAPLES		CITY CLERK	125.75
	STAPLES		PERSONNEL ADMINISTRATIO	139.33
	STAPLES		PARK & RECREATION FAC	252.60
109565	STATE PATROL	ACCESS USER FEE	OFFICE OPERATIONS	534.00
109566	STERLING RENTALS	OPERA HOUSE LEASE PAYMENT-JULY	OPERA HOUSE	4,961.60
109567	STEVENS, MICHAEL A.	REIMBURSE PSRC GEN ASSEMBLY/AW	CITY COUNCIL	62.21
109568	SUEZ TREATMENT	BALLASTS	WASTE WATER TREATMENT F	2,779.87
109569	SUMMIT LAW GROUP	GRIEVANCE ARBITRATION	PERSONNEL ADMINISTRATIO	256.50
109570	SUN BADGE CO	BADGE AND HOLDER	GENERAL FUND	-12.33
	SUN BADGE CO		POLICE PATROL	147.83
109571	SUPPLYWORKS	DEGREASER AND BLEACH	ER&R	363.85
109572	SURPLUS AMMO & ARMS	AMMUNITION	POLICE TRAINING-FIREARMS	17,282.45
109573	SWICK-LAFAVE, JULIE	REIMBURSE JAIL SUPPLIES	DETENTION & CORRECTION	368.99
109574	SYKES, CASSANDRA	INSTRUCTOR SERVICES	COMMUNITY CENTER	376.64

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 6/30/2016 TO 7/6/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109575	SYSTEMS INTERFACE	TELEMETRY TECH SUPPORT SERVICE	UTIL ADMIN	295.00
109576	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	236.04
109577	UNITED RECYCLING	GEDDES MARINA CLEAN UP	STORM DRAINAGE	15,302.20
109578	UTILITIES UNDERGROUN	EXCAVATION NOTICES	UTILITY LOCATING	395.78
109579	VANCE, PATTY	REFUND CLASS FEES	PARKS-RECREATION	17.00
109580	VANKOPP, DEBBY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109581	VILLEGAS, CHARLES	SUMMER CONCERT SERIES 7/15/16	RECREATION SERVICES	750.00
109582	WADDELL, BARBARA	UB 331422100001 15100 45TH DR	WATER/SEWER OPERATION	68.56
109583	WADDELL, BARBARA		GARBAGE	104.34
109584	WASHINGTON TRACTOR	HARDWARE	SMALL ENGINE SHOP	20.16
	WASHINGTON TRACTOR	HOUSING	SMALL ENGINE SHOP	260.24
109585	WASTE MANAGEMENT	YARDWASTE/RECYCLE SERVICE	RECYCLING OPERATION	113,579.87
109586	WATSON, COREY	REIMBURSE MEALS-TRAINING	UTIL ADMIN	50.06
109587	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	408.00
109588	WEED GRAAFSTRA	SETTLEMENT AGREEMENT-CHAMBERS	GMA - STREET	17,500.00
109589	WEED GRAAFSTRA	SETTLEMENT AGREEMENT-KNOWLES	GMA - STREET	19,300.00
109590	WESTERN GRAPHICS	CITY LOGO'S	ER&R	1,277.24
109591	WETZEL, JAKE	REIMBURSE MEALS-TRAINING	TRAINING	25.58
109592	WHEELER, COURTNEY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109593	WHITE CAP CONSTRUCT	LASER LEVEL	PARK & RECREATION FAC	927.34
109594	WRIGHT, DONNA	REIMBURSE MILEAGE AND PARKING	CITY COUNCIL	44.34
	WRIGHT, DONNA		CITY COUNCIL	57.91
109595	ZIONS BANK	SAFEKEEPING FEES-MAY-AUG 2016	FINANCE-GENL	625.00
109596	ZUMAR INDUSTRIES	ROUND-A-BOUT SIGNS	TRANSPORTATION MANAGEM	1,400.08

**WARRANT TOTAL: 2,602,607.11**

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

# *Index #3*

## CITY OF MARYSVILLE

## EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 25, 2016

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

Please see attached.

## RECOMMENDED ACTION:

The Finance and Executive Departments recommend City Council approve the **July 13, 2016** claims in the amount of **\$766,693.43** paid by **EFT transactions** and **Check No. 109597 through 109742 with Check No.'s 109014 & 109033** voided.

## COUNCIL ACTION:

**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 **\$766,693.43 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 109597 THROUGH 109742 WITH CHECK NO.'S 109014 & 109033 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 **25<sup>th</sup> DAY OF JULY 2016.**

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

INVOICE LIST  
 FOR INVOICES FROM 7/7/2016 TO 7/13/2016

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109597	ABEL CURBING, INC.	STRIPING	PARK & RECREATION FAC	730.97
	ABEL CURBING, INC.		PARK & RECREATION FAC	1,112.82
	ABEL CURBING, INC.		PARK & RECREATION FAC	1,221.92
	ABEL CURBING, INC.		PARK & RECREATION FAC	1,467.40
109598	ACTIVE NETWORK LLC	PARKS DEPT CLASS SOFTWARE UPDA	IS REPLACEMENT ACCOUNTS	2,497.80
109599	AKAGI, JAMES & JULIE	UB 983231000000 3231 64TH AVE	GARBAGE	70.68
109600	ALDEN, CHARLES & ALL	UB 690022000001 4518 92ND ST N	WATER/SEWER OPERATION	68.26
109601	ALHAKIM, ANTOINE E	UB 985217000001 5217 61ST DR N	WATER/SEWER OPERATION	196.11
109602	AMERICAN CLEANERS	DRY CLEANING	CRIME PREVENTION	39.18
	AMERICAN CLEANERS		POLICE PATROL	64.23
	AMERICAN CLEANERS		DETENTION & CORRECTION	75.27
	AMERICAN CLEANERS		POLICE ADMINISTRATION	90.41
	AMERICAN CLEANERS		OFFICE OPERATIONS	115.40
109603	AMERICAN RED CROSS	CPR/FIRST AID/BP TRAINING (14)	EXECUTIVE ADMIN	490.00
109604	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	68.22
109605	ARLINGTON, CITY OF	SURFACE WATER REVENUE BILLING-	WATER/SEWER OPERATION	59,806.32
109606	ARMSTRONG, ROBERT H	UB 710240000000 8018 38TH DR N	WATER/SEWER OPERATION	22.23
109607	BARCODES WEST	NEW WORLD LABELS & RIBBONS	TRIBAL GAMING-GENL	872.35
109608	BUILDERS EXCHANGE	LEGAL ADS	ARTERIAL STREET-GENL	0.15
	BUILDERS EXCHANGE		STORM DRAINAGE	45.00
	BUILDERS EXCHANGE		WATER CAPITAL PROJECTS	45.00
109609	CABLES PLUS	EOC CABLES	GENERAL FUND	-35.75
	CABLES PLUS		EXECUTIVE ADMIN	428.58
109610	CARRS ACE	CARABINERS AND HOOK	ROADWAY MAINTENANCE	28.26
	CARRS ACE	SIMPLE GREEN, BOTTLES AND GLAD	TRANSPORTATION MANAGEM	41.94
	CARRS ACE	PAINT	ROADWAY MAINTENANCE	66.51
	CARRS ACE	CAN, BIBS AND HARDWARE	PARK & RECREATION FAC	77.94
109611	CENTRAL WELDING SUPP	GLOVES AND EARMUFFS	ER&R	280.49
109612	CHARLOTTE MARIS	UB 984716000002 4716 68TH DR N	GARBAGE	105.16
	CHARLOTTE MARIS		GARBAGE	225.29
109613	CHILDERS, JOEL	UB 452162320001 5631 138TH PL	WATER/SEWER OPERATION	6.98
109614	CLEAN CUT TREE & STU	TREE REMOVAL	PARK & RECREATION FAC	5,455.00
109615	CODE PUBLISHING	ELEC UPDATES	CITY CLERK	1,543.77
109616	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	80.01
	COMMERCIAL FIRE	BRACKETS	ER&R	621.87
109617	CONSOLIDATED ELECTRI	BALLASTS AND STREET LAMPS	STREET LIGHTING	544.42
109618	COOP SUPPLY	PLATES	TRAFFIC CONTROL DEVICES	37.07
	COOP SUPPLY	K-9 FOOD	K9 PROGRAM	59.99
109619	CRISTIANO'S	INTERVIEW PANEL LUNCH	UTIL ADMIN	42.98
109620	CUZ CONCRETE PROD	RINGS	ROADWAY MAINTENANCE	57.57
109621	DATA QUEST LLC	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	75.00
109622	DELL	SECURITY LOCK	TECHNOLOGY REPLACEMEN	32.72
	DELL	PARKS POS PC	TECHNOLOGY REPLACEMEN	679.87
109623	DICKS TOWING	TOWING EXPENSE-MP16-1400	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-2305	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-2374	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE-MP16-2807	POLICE PATROL	43.64
	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	185.47
109624	DIGITAL DOLPHIN SUPP	TONER	GENERAL FUND	-50.89
	DIGITAL DOLPHIN SUPP		POLICE ADMINISTRATION	610.08
109625	DILGARD, DAVID AND M	UB 030160260000 8718 57TH DR N	WATER/SEWER OPERATION	21.46
109626	DUNLAP INDUSTRIAL	RETURN HOOKS	STORM DRAINAGE	-23.59
	DUNLAP INDUSTRIAL	RAKE HANDLES AND TAMPER	ROADWAY MAINTENANCE	113.02
	DUNLAP INDUSTRIAL	BLADES	MAINT OF GENL PLANT	302.70

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/7/2016 TO 7/13/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109627	E&E LUMBER	LUMBER	TRAFFIC CONTROL DEVICES	6.70
	E&E LUMBER	WOOD AND CONCRETE	PUBLIC SAFETY BLDG.	17.13
	E&E LUMBER	LATCHES	PUBLIC SAFETY BLDG.	20.19
	E&E LUMBER	LUMBER	SIDEWALKS MAINTENANCE	41.89
	E&E LUMBER	RATCHETS	ROADWAY MAINTENANCE	62.81
109628	EAGLE FENCE	FENCE RENTAL	PARK & RECREATION FAC	654.60
109629	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	10.50
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	12.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	24.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	41.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	62.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
109630	ELZA, SARAH	UB 241590120000 5633 105TH PL	WATER/SEWER OPERATION	48.00
109631	EVERETT OFFICE	RECEPTION STATION DESK AND ETC	PROBATION	1,217.56
109632	EVERETT STEEL CO	SKID STEER PLATE	ROADWAY MAINTENANCE	281.08
109633	EVERETT TIRE & AUTO	TIRES	EQUIPMENT RENTAL	318.22
	EVERETT TIRE & AUTO		ER&R	599.59
109634	FAHEY, HEATHER	UB 094731147000 4731 147TH PL	WATER/SEWER OPERATION	28.00
109635	FASTENAL COMPANY	HARDWARE	ROADWAY MAINTENANCE	75.51
109636	FEDEX	SHIPPING EXPENSE	PUMPING PLANT	11.23
109637	FEI	AMR PROGRAMMING	WATER SERVICE INSTALL	6,334.90
109638	FELDMAN & LEE P.S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	42,000.00
109639	FERRELLGAS	PROPANE CHARGES	SOLID WASTE OPERATIONS	40.46
	FERRELLGAS		WATER SERVICE INSTALL	40.46
	FERRELLGAS		TRAFFIC CONTROL DEVICES	40.46
	FERRELLGAS		ROADWAY MAINTENANCE	40.46
109640	FOREMOST PROMOTIONS	CRIME PREVENTION SUPPLIES	GENERAL FUND	-80.58
	FOREMOST PROMOTIONS	NATIONAL NIGHT OUT SUPPLIES	GENERAL FUND	-25.67
	FOREMOST PROMOTIONS		CRIME PREVENTION	307.72
	FOREMOST PROMOTIONS	CRIME PREVENTION SUPPLIES	CRIME PREVENTION	966.06
109641	FRAMERATE	TECH ASSURANCE PROGRAM	EXECUTIVE ADMIN	240.00
109642	FRONTIER COMMUNICATI	ACCT #36065173190324995	TRAFFIC CONTROL DEVICES	52.08
	FRONTIER COMMUNICATI	ACCT #36065833580311025	POLICE PATROL	53.35
	FRONTIER COMMUNICATI	ACCT #36065770750721145	POLICE PATROL	53.52
109643	GARDA CL NORTHWEST	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	109.73
	GARDA CL NORTHWEST		UTIL ADMIN	109.73
	GARDA CL NORTHWEST		UTILITY BILLING	219.44
	GARDA CL NORTHWEST		GOLF ADMINISTRATION	220.50
	GARDA CL NORTHWEST		POLICE ADMINISTRATION	438.90
	GARDA CL NORTHWEST		MUNICIPAL COURTS	438.90
109644	GOVCONNECTION INC	EOC NETWORKING	EXECUTIVE ADMIN	686.24
109645	GREENSHIELDS	CLAMPS AND ROPE	ROADWAY MAINTENANCE	49.99
	GREENSHIELDS	SEPERATOR	WASTE WATER TREATMENT F	132.51
	GREENSHIELDS	HYDRAULIC HOSE ASSEMBLY	EQUIPMENT RENTAL	271.98
109646	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	187.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	300.00
109647	HAGGEN INC.	PRACTICAL EXAM TESTING LUNCHES	UTIL ADMIN	42.19
109648	HD FOWLER COMPANY	PIPE CUTTERS AND CUTTER WHEELS	WATER DIST MAINS	246.55
	HD FOWLER COMPANY	METER BOXES AND LIDS	WATER SERVICES	391.51
109649	HD SUPPLY WATERWORKS	COUPLINGS	WATER/SEWER OPERATION	81.61
109650	HERTZ EQUIPMENT RENT	REPLACE BACKHOE WINDSHIELD	STORM DRAINAGE	1,565.96
	HERTZ EQUIPMENT RENT	EXCAVATOR RENTAL	PARK & RECREATION FAC	1,685.61

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/7/2016 TO 7/13/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109650	HERTZ EQUIPMENT RENT	DOZER RENTAL	WATER DIST MAINS	1,767.43
109651	HIMALAYA HOMES-RENTA	UB 241590120000 5633 105TH PL	WATER/SEWER OPERATION	115.08
109652	HYATT, MIKE & KENNDA	UB 610260000000 3725 120TH ST	WATER/SEWER OPERATION	136.58
109653	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	112.50
	HYLARIDES, LETTIE		COURTS	112.50
109654	INTERSTATE AUTO PART	WRENCHES	EQUIPMENT RENTAL	87.26
	INTERSTATE AUTO PART	SPOTLIGHT ASSEMBLIES	ER&R	453.03
109655	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	281.65
109656	JAMES W FOWLER CO	PAY ESTIMATE #3	WATER CAPITAL PROJECTS	401,474.91
109657	JONES, JOSH	UB 780770000000 5808 60TH DR N	GARBAGE	192.35
109658	KAMAN INDUSTRIAL TEC	FLANGE BEARING	EQUIPMENT RENTAL	452.46
109659	KENNEDY, SARA & DAN	UB 983123000000 3123 72ND AVE	WATER/SEWER OPERATION	372.94
109660	KENWORTH NORTHWEST	REPAIR VEHICLE #J024	EQUIPMENT RENTAL	1,247.23
109661	KIM, JAMIE S.	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	225.00
109662	KING COUNTY	BAIL POSTED	GENERAL FUND	1,000.00
109663	KRISTJANSON, LORI	UB 933560000001 1902 7TH ST	WATER/SEWER OPERATION	42.33
109664	LAKE INDUSTRIES	CONCRETE/ASPHALT HAULED	SEWER MAIN COLLECTION	90.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	90.00
	LAKE INDUSTRIES	CONCRETE/METAL HAULED	SEWER MAIN COLLECTION	110.00
	LAKE INDUSTRIES		ROADWAY MAINTENANCE	110.00
109665	LAKE STEVENS SCHOOL	MITIGATION FEES-JUNE 2016	SCHOOL MIT FEES	28,080.00
109666	LASTING IMPRESSIONS	WINDOW CLINGS	EXECUTIVE ADMIN	348.57
	LASTING IMPRESSIONS	WOOL HATS	ER&R	459.38
109667	LATIMER, KAREN	REIMBURSE SAFETY TRAINING SUPP	UTIL ADMIN	39.28
109668	LEMMON, DON	SUMMER CONCERT SERIES 7/29/16	RECREATION SERVICES	700.00
109669	LES SCHWAB TIRE CTR	LABOR CREDIT PER INV 323002921	ER&R	-106.92
	LES SCHWAB TIRE CTR	TIRES	EQUIPMENT RENTAL	440.36
	LES SCHWAB TIRE CTR		ER&R	2,012.09
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	2,176.83
109670	LIENHARD, JOHN F	SUMMER CONCERT SERIES 8/12/16	RECREATION SERVICES	750.00
109671	MAI, PHUOC	UB 846125000000 6125 81ST PL N	WATER/SEWER OPERATION	62.55
109672	MARYSVILLE FORD	SWITCH	EQUIPMENT RENTAL	75.87
109673	MARYSVILLE PRINTING	MUSIC & MOVIES HANDOUTS (1000)	RECREATION SERVICES	110.19
	MARYSVILLE PRINTING	CAFR-15 COPIES	FINANCE-GENL	239.26
109674	MARYSVILLE SCHOOL	MITIGATION FEES-JUNE 2016	SCHOOL MIT FEES	25,438.00
109675	MCLOUGHLIN & EARDLEY	POLICE CAR OUTFITTING EQUIPMEN	ER&R	-56.57
	MCLOUGHLIN & EARDLEY		ER&R	-40.02
	MCLOUGHLIN & EARDLEY		ER&R	-19.08
	MCLOUGHLIN & EARDLEY		ER&R	-8.82
	MCLOUGHLIN & EARDLEY		ER&R	-4.29
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	51.47
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	105.77
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	228.74
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	479.82
	MCLOUGHLIN & EARDLEY		EQUIPMENT RENTAL	678.17
109676	MICRO DATA	CITATION AND INFRACTION FORMS	POLICE PATROL	1,393.91
109677	MOBILE WIRELESS LLC	WIRELESS CONNECTIVITY UPGRADE	GENERAL FUND	-2,061.15
	MOBILE WIRELESS LLC		TECHNOLOGY REPLACEMEN	24,711.15
109678	MODULAR SPACE	TRAILER RENTAL	WASTE WATER TREATMENT F	97.99
	MODULAR SPACE		WATER QUAL TREATMENT	97.99
	MODULAR SPACE		STORM DRAINAGE	98.00
109679	MOTOR TRUCKS	FILTERS AND ANTIFREEZE	ER&R	450.80
109680	MYERS, BERNICE E	UB 802310000000 6413 ARMAR RD	WATER/SEWER OPERATION	18.98
109681	NELSON PETROLEUM	HEAVY DUTY GREASE	ER&R	197.75
109682	NORTHWESTERN AUTO	REPAINT PATROL CAR #P139	EQUIPMENT RENTAL	1,729.34

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/7/2016 TO 7/13/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109683	NW PROPERTY MANAGEME	UB 761282492402 7813 63RD ST N	GARBAGE	203.19
109684	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	32.05
	OFFICE DEPOT		POLICE ADMINISTRATION	86.52
	OFFICE DEPOT	CHAIRS	POLICE INVESTIGATION	436.38
	OFFICE DEPOT	CUPS-JAIL	DETENTION & CORRECTION	507.45
109685	ONEAL, RODERICK & LA	UB 848423720000 8423 72ND PL N	WATER/SEWER OPERATION	98.65
109686	PACIFIC GOLF & TURF	WHEELS AND BLADES	SMALL ENGINE SHOP	322.46
109687	PARTS STORE, THE	CLIP	EQUIPMENT RENTAL	4.87
	PARTS STORE, THE	CLIPS	EQUIPMENT RENTAL	21.27
	PARTS STORE, THE	AIR FRESHENERS	SOLID WASTE OPERATIONS	32.62
	PARTS STORE, THE	FILTER KITS AND OIL	ER&R	43.77
	PARTS STORE, THE	ADDITIVE AND OIL	ER&R	162.01
109688	PEACE OF MIND	MINTUE TAKING SERVICE	CITY CLERK	207.70
109689	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
109690	PLATT ELECTRIC	SALES TAX RATE DIFFERENCE INV	STREET LIGHTING	0.38
	PLATT ELECTRIC	GRAY WIRE	STREET LIGHTING	19.26
	PLATT ELECTRIC	CONNECTORS	SEWER LIFT STATION	29.71
	PLATT ELECTRIC	FIBER FILLER, TAPE AND CONNECT	SEWER LIFT STATION	94.06
109691	POSITIVE PROMOTIONS	CRIME PREVENTION SUPPLIES	GENERAL FUND	-57.57
	POSITIVE PROMOTIONS		CRIME PREVENTION	690.18
109692	PROJECTOR PEOPLE	EOC PROJECTOR	GENERAL FUND	-314.68
	PROJECTOR PEOPLE	SCREEN	GENERAL FUND	-57.15
	PROJECTOR PEOPLE		EXECUTIVE ADMIN	685.15
	PROJECTOR PEOPLE	EOC PROJECTOR	EXECUTIVE ADMIN	3,772.68
109693	PUBLIC FINANCE	LID 71 ADMINISTRATION	INTEREST & OTHER DEBT SE	1,171.35
109694	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	7.16
	PUD	ACCT #2052-8364-1	STREET LIGHTING	8.56
	PUD	ACCT #2050-2647-6	STREET LIGHTING	10.42
	PUD	ACCT #2021-7786-1	PUMPING PLANT	14.84
	PUD	ACCT #2013-8099-5	PUMPING PLANT	15.37
	PUD	ACCT #2045-8436-1	STREET LIGHTING	16.25
	PUD	ACCT #2050-2647-6	STREET LIGHTING	16.29
	PUD	ACCT #2027-9116-6	PUMPING PLANT	18.18
	PUD	ACCT #2009-9853-2	PARK & RECREATION FAC	18.92
	PUD	ACCT #2019-3119-3	PARK & RECREATION FAC	19.12
	PUD	ACCT #2045-8436-1	STREET LIGHTING	21.55
	PUD	ACCT #2026-7070-9	STREET LIGHTING	24.54
	PUD	ACCT #2203-3923-8	TRAFFIC CONTROL DEVICES	43.21
	PUD	ACCT #2023-6853-6	TRANSPORTATION MANAGEM	43.72
	PUD	ACCT #2201-5310-0	TRANSPORTATION MANAGEM	46.97
	PUD	ACCT #2021-0219-0	TRANSPORTATION MANAGEM	47.95
	PUD	ACCT #2008-0070-4	STREET LIGHTING	53.88
	PUD	ACCT #2021-8367-9	TRANSPORTATION MANAGEM	59.77
	PUD	ACCT #2008-6930-3	TRANSPORTATION MANAGEM	67.06
	PUD	ACCT #2023-6819-7	PUMPING PLANT	89.21
	PUD	ACCT #2025-7611-2	STREET LIGHTING	115.94
	PUD	ACCT #2033-4458-5	STREET LIGHTING	193.83
	PUD	ACCT #2001-6459-8	SOURCE OF SUPPLY	219.64
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	291.22
	PUD	ACCT #2016-3963-0	GOLF ADMINISTRATION	519.10
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,490.08
	PUD	ACCT #2010-9896-9	PUMPING PLANT	1,783.53
	PUD	ACCT #2025-7611-2	STREET LIGHTING	2,202.96
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,235.11
109695	PUMPTECH INC	CORD CUP ASSEMBLY	SEWER LIFT STATION	1,634.28

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/7/2016 TO 7/13/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109696	PURCELL, NANCY & DAN	UB 551390000000 17906 SMOKEY P	WATER/SEWER OPERATION	524.42
109697	RANDALL, FAIN & JANE	UB 080133000004 9618 53RD DR N	WATER/SEWER OPERATION	62.34
109698	REILLY, WILLIAM H &	UVI SENSOR	PUMPING PLANT	856.96
109699	REVENUE, DEPT OF	2ND QTR LEASEHOLD TAX 2016	PARK & RECREATION FAC	231.12
	REVENUE, DEPT OF		GMA - STREET	306.88
	REVENUE, DEPT OF		GOLF COURSE	1,487.95
	REVENUE, DEPT OF		GENERAL FUND	1,524.69
109700	ROBINETT HOMES LLC	UB 981800700000 18007 25TH AVE	WATER/SEWER OPERATION	0.72
	ROBINETT HOMES LLC		WATER/SEWER OPERATION	111.10
109701	ROBINETT HOMES LLC	UB 981800300000 18003 25TH AVE	WATER/SEWER OPERATION	55.56
109702	ROBINETT HOMES LLC	UB 981801100000 18011 25TH AVE	WATER/SEWER OPERATION	79.28
109703	ROMAINE ELECTRIC	ALTERNATOR	EQUIPMENT RENTAL	129.83
109704	ROSENBLATT, ELI	CHILDRENS SUMMER CONCERT 7/27/	RECREATION SERVICES	800.00
109705	SAFEWAY INC.	MEETING SUPPLIES	EXECUTIVE ADMIN	13.72
109706	SCHNEIDER, MICHAEL	UB 731080000000 6909 20TH DR N	WATER/SEWER OPERATION	33.20
109707	SHERWIN WILLIAMS	PAINT	TRAFFIC CONTROL DEVICES	111.33
	SHERWIN WILLIAMS		TRAFFIC CONTROL DEVICES	124.05
	SHERWIN WILLIAMS	TRAFFIC PAINT	TRAFFIC CONTROL DEVICES	1,113.29
109708	SHRED-IT US	MONTHLY SHREDDING SERVICE	LEGAL - PROSECUTION	11.19
	SHRED-IT US		EXECUTIVE ADMIN	11.20
109709	SISKUN POWER EQUIPME	ENGINE OIL	ER&R	614.84
109710	SMOKEY POINT CONCRET	ECO BLOCKS	ROADWAY MAINTENANCE	245.56
	SMOKEY POINT CONCRET	CONCRETE	TRANSPORTATION MANAGEM	732.61
109711	SNAP-ON INCORPORATED	ANGLE CUTTER	EQUIPMENT RENTAL	51.50
	SNAP-ON INCORPORATED	FLUSH CUTTERS	EQUIPMENT RENTAL	53.46
	SNAP-ON INCORPORATED	SOCKETS AND PICK TOOL KIT	EQUIPMENT RENTAL	457.54
109712	SNO CO FINANCE	VEHICLE REPAIR #P120	EQUIPMENT RENTAL	3,924.16
109713	SNO CO PUBLIC WORKS	PROJECT BILLING-88TH & 51ST	TRANSPORTATION MANAGEM	277.16
109714	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	1,135.65
109715	SOLID WASTE SYSTEMS	DOOR STOPPERS	ER&R	95.48
109716	SOUND SAFETY	RAINGEAR	FACILITY MAINTENANCE	117.88
	SOUND SAFETY	GLOVES	ER&R	170.20
	SOUND SAFETY		DETENTION & CORRECTION	659.95
109717	SOUTHERN COMPUTER	EOC SETUP PERIPHERALS	EXECUTIVE ADMIN	171.12
	SOUTHERN COMPUTER		EXECUTIVE ADMIN	1,641.99
	SOUTHERN COMPUTER	EOC NETWORKING	EXECUTIVE ADMIN	1,668.36
	SOUTHERN COMPUTER		EXECUTIVE ADMIN	4,333.15
109718	SPRINGBROOK NURSERY	TOPSOIL	TRAFFIC CONTROL DEVICES	183.09
109719	SUBURBAN PROPANE	PROPANE TANK RENTAL	PARK & RECREATION FAC	65.46
109720	SUN BADGE CO	BADGES	GENERAL FUND	-45.82
	SUN BADGE CO	BADGE	GENERAL FUND	-10.61
	SUN BADGE CO		POLICE PATROL	127.11
	SUN BADGE CO	BADGES	POLICE PATROL	191.47
	SUN BADGE CO		POLICE ADMINISTRATION	357.85
109721	SUPPLYWORKS	LAUNDRY DETERGENT	WATER DIST MAINS	118.55
109722	TACOMA SCREW PRODUCT	WASHERS	EQUIPMENT RENTAL	5.35
109723	TAIT, MATT	UB 200830000000 4729 133RD PL	WATER/SEWER OPERATION	37.02
109724	TAYLOR'S EXCAVATING	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-7.70
	TAYLOR'S EXCAVATING		WATER/SEWER OPERATION	1,150.00
109725	TEERLINK, AHREN & A	UB 985024000001 5024 60TH AVE	WATER/SEWER OPERATION	496.76
109726	TRANSPORTATION, DEPT	BRIDGE INSPECTION	TRAFFIC CONTROL DEVICES	267.93
109727	TRAVIS & TRACY BRADF	UB 201280000000 13328 51ST AVE	WATER/SEWER OPERATION	54.82
109728	TYLER BUSINESS FORMS	AP & PR CHECK STOCK	GENERAL FUND	-43.68
	TYLER BUSINESS FORMS		FINANCE-GENL	523.63
109729	UNITED PARCEL SERVIC	SHIPPING EXPENSE	POLICE PATROL	33.66

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/7/2016 TO 7/13/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109730	UNITED RECYCLING	DEMOLITION DEBRIS CONTAINERS-G	STORM DRAINAGE	1,249.20
	UNITED RECYCLING		STORM DRAINAGE	14,249.80
109731	VANDERWALKER,M	REIMBURSE MILEAGE	POLICE ADMINISTRATION	91.48
109732	VERIZON	AMR LINES	METER READING	236.78
109733	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	389.50
	WA STATE TREASURER		GENERAL FUND	44,483.97
109734	WALRUS BAND	SUMMER CONCERT SERIES 7/22/16	RECREATION SERVICES	600.00
109735	WASHINGTON TRACTOR	GASKET	SMALL ENGINE SHOP	5.43
	WASHINGTON TRACTOR	WHEEL ASSEMBLY	SMALL ENGINE SHOP	207.24
	WASHINGTON TRACTOR	SHAFT	SMALL ENGINE SHOP	274.31
109736	WATCH SYSTEMS	RSO NOTIFICATIONS	POLICE INVESTIGATION	101.02
109737	WEBCHECK	WEBCHECK SERVICES-JUNE 2016	UTILITY BILLING	2,081.63
109738	WEED GRAAFSTRA	LEGAL SERVICE	GMA - STREET	612.00
	WEED GRAAFSTRA		GMA - STREET	1,471.75
	WEED GRAAFSTRA		UTIL ADMIN	1,774.62
	WEED GRAAFSTRA		LEGAL-GENL	1,774.63
	WEED GRAAFSTRA		GMA - STREET	3,125.65
109739	WESTERN PETERBILT	WARNING SWITCHES	ER&R	104.22
109740	WILLDAN FINANCIAL	ARBITRAGE REBATE SERVICE-LTGO	NON-DEPARTMENTAL	2,500.00
109741	WM LOGISTICS LLC	ON-SITE TRAINING COSTS	SOLID WASTE OPERATIONS	2,013.74
109742	WOODBURY, MICHAEL A	ARBORIST REPORT	PARK & RECREATION FAC	2,850.00

**WARRANT TOTAL: 767,130.76**

CHECK # 109014      INITIATOR ERROR      (42.33)

CHECK # 109033      CLASS CANCELED      (395.00)

**REASON FOR VOIDS:**

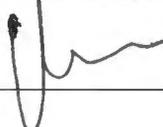
- UNCLAIMED PROPERTY
- INITIATOR ERROR
- WRONG VENDOR
- CHECK LOST/DAMAGED IN MAIL

**766,693.43**

# *Index #4*

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

**CITY COUNCIL MEETING DATE: July 25, 2016**

<b>AGENDA ITEM:</b> Supplemental Agreement No. 1 to the Professional Service Agreement with Systems Interface, Inc. for the Filter Reject Project	
<b>PREPARED BY:</b> Jeff Cobb, Wastewater Treatment Plant Lead	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works	
<b>ATTACHMENTS:</b> 2 Copies of a Supplemental Agreement No. 1	
<b>BUDGET CODE:</b> 40230594.563000.S1501	<b>AMOUNT:</b> \$0

**SUMMARY:**

The City's Wastewater Treatment Plant rejects approximately 1 MGD of sewage back into the lagoon that cannot be filtered out. The piping has been installed for a rerouted reject network that would not require this liquid to be pumped a second time at the West Trunk Lift Station. This Agreement would allow for Systems Interface, Inc. to do the programming and start up work to efficiently and cost effectively pump reject liquid back into the lagoon's mix cells.

The attached Supplemental Agreement No. 1 represents a no cost time extension to the existing contract with Systems Interface, Inc. that is currently set to expire on August 15, 2016. The supplement will extend the agreement until September 30, 2016.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute Supplemental Agreement No. 1 to the Professional Services Agreement for the Filter Reject Project between the City of Marysville and Systems Interface, Inc.

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF MARYSVILLE AND  
SYSTEMS INTERFACE, INC**

This Supplemental Agreement No. 1 is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Marysville, hereinafter called the "City" and Systems Interface, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the Filter Reject Project, hereinafter called the "Project," said Agreement being dated March 29, 2016 and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for a no cost time extension for this Agreement,

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

Each and every provision of the Original Agreement for Professional Services dated March 29, 2016, shall remain in full force and effect, except as modified in the following sections:

1. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight, September 30, 2016.

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

CITY OF MARYSVILLE

SYSTEMS INTERFACE, INC.

By: \_\_\_\_\_  
Jon Nehring, Mayor

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
April O'Brien, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jon Walker, City Attorney

# *Index #5*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 25, 2016**

<b>AGENDA ITEM:</b> I-5 / SR529 Interchange Expansion Project Supplement No. 4 to Professional Services Agreement with HDR Engineering	
<b>PREPARED BY:</b> Jeff Laycock, City Engineer	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works / Engineering	
<b>ATTACHMENTS:</b> PSA Supplement No. 4	
<b>BUDGET CODE:</b> 30500030.563000 R1402	<b>AMOUNT:</b> \$0.00
<b>SUMMARY:</b>	

The City contracted with HDR Engineering on February 24, 2014 to assist with preliminary design (including preparation of an Interchange Justification Report), SEPA and NEPA environmental review, and permitting for its I-5 / SR529 Interchange Expansion Project. With the exception of environmental review and permitting, this work is now largely complete.

The attached Supplement No. 4 to the City's agreement with HDR provides for a revised agreement end date and no-cost time extension from July 31, 2016 to December 31, 2016, allowing additional time for completion of environmental review as well as continued permit coordination with the US Army Corps of Engineers.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the attached Supplement 4, a no-cost time extension, to the City's agreement with HDR Engineering, Inc.



Washington State  
Department of Transportation

<b>Supplemental Agreement No. 4</b>	Organization and Address HDR Engineering, Inc.
Agreement Number <b>R-1402</b>	500 108th Avenue NE, Suite 1200 Bellevue, WA 98004-5549
Project Number <b>R-1402</b>	Phone (425) 450-6200
Project Title Interstate 5 / SR 529 Interchange Expansion	Maximum Amount Payable ( <u>Un-changed</u> ) <b>\$1,393,837.00</b>
Description of Work No additional services will be performed under this supplement. Supplement 4 represents a no-cost time extension only.	

The Local Agency of the CITY OF MARYSVILLE  
desires to supplement the agreement entered into with HDR Engineering, Inc.  
and executed on February 24, 2014 and identified as Agreement No. R-1402

and Supplemental Agreement No. 1, executed on June 9, 2015 (\$0).

and Supplemental Agreement No. 2, executed on September 15, 2015 (\$0).

and Supplemental Agreement No. 4, executed on January 11, 2016 (\$0).

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

I

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: All work shall be completed by December 31, 2017.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action. Dated this \_\_\_\_\_ day of July, 2016.

By: Karen Doherty, VP

By: Jon Nehring, Mayor

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

# *Index #18*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 25, 2016**

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 20, 2016 payroll in the amount \$972,000.80, EFT Transactions and Check No.'s 30081 through 30118 with Check No. 30080 issued.

**COUNCIL ACTION:**

# *Index #19*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 25, 2016**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **July 20, 2016** claims in the amount of **\$1,052,227.84** paid by **EFT transactions** and **Check No. 109743 through 109908 with no Check No.'s voided.**

**COUNCIL ACTION:**

**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 **\$1,052,227.84 PAID BY EFT TRANSACTIONS AND CHECK NO.'S 109743 THROUGH 109908 WITH NO CHECK NO.'S 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 **25<sup>th</sup> DAY OF JULY 2016.**

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

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/14/2016 TO 7/20/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109743	REVENUE, DEPT OF	SALES AND USE TAXES-JUNE 2016	CITY CLERK	0.11
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	2.45
	REVENUE, DEPT OF		RECREATION SERVICES	17.59
	REVENUE, DEPT OF		INFORMATION SERVICES	29.22
	REVENUE, DEPT OF		POLICE ADMINISTRATION	40.59
	REVENUE, DEPT OF		WATER/SEWER OPERATION	203.45
	REVENUE, DEPT OF		GOLF ADMINISTRATION	697.05
	REVENUE, DEPT OF		GENERAL FUND	1,898.89
	REVENUE, DEPT OF		ER&R	2,582.52
	REVENUE, DEPT OF		UTILITY CONSTRUCTION	2,595.90
	REVENUE, DEPT OF		STORM DRAINAGE	5,986.43
	REVENUE, DEPT OF		GOLF COURSE	13,374.48
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	30,149.28
	REVENUE, DEPT OF		UTIL ADMIN	64,482.27
109744	CHICAGO TITLE INSURA	CLOSING COSTS	GMA-PARKS	212,583.80
109745	ADVANTAGE BUILDING S	JANITORIAL SERVICES	WATER FILTRATION PLANT	81.19
	ADVANTAGE BUILDING S		COMMUNITY CENTER	811.88
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	811.88
	ADVANTAGE BUILDING S		UTIL ADMIN	811.88
	ADVANTAGE BUILDING S		COURT FACILITIES	1,217.81
	ADVANTAGE BUILDING S		ADMIN FACILITIES	1,217.81
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	1,510.09
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	1,623.74
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	3,653.43
109746	AGREEMENT DYNAMICS	CONSTRUCTION WORK GROUP SERVIC	UTIL ADMIN	375.00
	AGREEMENT DYNAMICS	FACILITATOR SERVICES	SOLID WASTE OPERATIONS	625.00
109747	ALBERTSONS	BATTERIES AND LATE FEES	EQUIPMENT RENTAL	3.96
	ALBERTSONS		UTIL ADMIN	5.00
	ALBERTSONS		ROADWAY MAINTENANCE	10.00
109748	ALBERTSONS	PARKS & REC SUPPLIES	BAXTER CENTER APPRE	18.73
	ALBERTSONS		RECREATION SERVICES	34.48
	ALBERTSONS		RECREATION SERVICES	91.50
	ALBERTSONS		RECREATION SERVICES	185.56
109749	AMADEO, JESSE	SOFTBALL REGISTRATION REFUND	PARKS-RECREATION	500.00
109750	AMERICAN PLANNING	MEMBERSHIP DUES-HOLLAND	COMMUNITY DEVELOPMENT-	8.00
109751	AMERICAN SOCCER COMP	SOCCER BALLS	GENERAL FUND	-21.12
	AMERICAN SOCCER COMP		RECREATION SERVICES	253.12
109752	ARAMARK UNIFORM	UNIFORM SERVICE	SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		SMALL ENGINE SHOP	6.55
	ARAMARK UNIFORM		EQUIPMENT RENTAL	68.22
	ARAMARK UNIFORM		EQUIPMENT RENTAL	68.22
109753	ATHERHOLT, JONATHAN	UB 091790000000 9411 50TH AVE	WATER/SEWER OPERATION	31.42
109754	BECK, KERRY	RENTAL DEPOSIT REFUND	GENERAL FUND	200.00
109755	BILLING DOCUMENT SPE	TRANSACTION FEES	UTILITY BILLING	921.85
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	2,649.60
109756	BOB BARKER COMPANY	INMATE SUPPLIES	DETENTION & CORRECTION	28.15
109757	BOYD, RAE	INMATE MEDICAL CARE	DETENTION & CORRECTION	1,800.00
109758	BSN SPORTS, INC	BASKETBALLS	RECREATION SERVICES	344.77
109759	CARRS ACE	SCRUB BRUSHES	SIDEWALKS MAINTENANCE	17.98
	CARRS ACE	KEY RINGS AND HARDWARE	SOLID WASTE OPERATIONS	24.32
109760	CATHOLIC COMMUNITY	CHORE SERVICES-JUNE 2016	COMMUNITY DEVELOPMENT-	354.86
	CATHOLIC COMMUNITY	CHORE SERVICES-MAY 2016	COMMUNITY DEVELOPMENT-	356.22
	CATHOLIC COMMUNITY	CHORE SERVICES-APRIL 2016	COMMUNITY DEVELOPMENT-	396.55
109761	CEMEX	ASPHALT	ROADWAY MAINTENANCE	210.52
109762	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,362.04



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 7/14/2016 TO 7/20/2016**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
109780	FIRE PROTECTION INC	EMERGENCY CALL OUT	MAINTENANCE	447.31
109781	FIRESTONE	TIRES	EQUIPMENT RENTAL	387.94
109782	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.81
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.81
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.81
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.81
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.81
	FRONTIER COMMUNICATI		CITY CLERK	15.62
	FRONTIER COMMUNICATI		GOLF ADMINISTRATION	15.62
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	15.62
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIOI	23.43
	FRONTIER COMMUNICATI	ACCT #36065894930725005	RECREATION SERVICES	30.29
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	30.30
	FRONTIER COMMUNICATI	PHONE CHARGES	YOUTH SERVICES	31.23
	FRONTIER COMMUNICATI		PROPERTY TASK FORCE	31.23
	FRONTIER COMMUNICATI		LEGAL-GENL	31.23
	FRONTIER COMMUNICATI		STORM DRAINAGE	31.23
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	31.59
	FRONTIER COMMUNICATI	PHONE CHARGES	LEGAL - PROSECUTION	39.04
	FRONTIER COMMUNICATI		RECREATION SERVICES	39.04
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERF	39.04
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	39.04
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	46.85
	FRONTIER COMMUNICATI		FINANCE-GENL	46.85
	FRONTIER COMMUNICATI		COMPUTER SERVICES	46.85
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	52.18
	FRONTIER COMMUNICATI	PHONE CHARGES	PARK & RECREATION FAC	54.66
	FRONTIER COMMUNICATI		UTILITY BILLING	62.47
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	70.28
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	70.28
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	70.28
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	78.08
	FRONTIER COMMUNICATI	ACCT #36065372080111165	OPERA HOUSE	79.99
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIOI	80.74
	FRONTIER COMMUNICATI	PHONE CHARGES	MUNICIPAL COURTS	85.89
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	101.51
	FRONTIER COMMUNICATI		ENGR-GENL	124.94
	FRONTIER COMMUNICATI		UTIL ADMIN	148.36
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	179.59
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	239.02
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	320.15
109783	GEORGE, DAVID	ENTERTAINMENT 7/21/16	OPERA HOUSE	300.00
109784	GILL, DANESHA	UB 281242954000 12429 54TH DR	WATER/SEWER OPERATION	143.13
	GILL, DANESHA		WATER/SEWER OPERATION	144.50
109785	GOTCHA PEST CONTROL	PEST CONTROL	WATER/SEWER OPERATION	-0.45
	GOTCHA PEST CONTROL		GENERAL FUND	-0.45
	GOTCHA PEST CONTROL		GENERAL FUND	-0.45
	GOTCHA PEST CONTROL		WATER/SEWER OPERATION	-0.45
	GOTCHA PEST CONTROL		WATER FILTRATION PLANT	163.65
	GOTCHA PEST CONTROL		COURT FACILITIES	163.65
	GOTCHA PEST CONTROL		ADMIN FACILITIES	163.65
	GOTCHA PEST CONTROL		SEWER SERVICE INSTALLATI	163.65
109786	GOVERNMENT PORTFOLIO	INVESTMENT ADVISORY SERVICE-2N	FINANCE-GENL	4,375.00
109787	GRAINGER	AIR FILTERS	WASTE WATER TREATMENT F	29.42
	GRAINGER	SUMP PUMP FLOAT	WATER DIST MAINS	141.36

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109788	GRANDVIEW INC	UB 058706000000 8706 58TH DR N	WATER/SEWER OPERATION	145.47
109789	GRANITE CONST	STAKES, MARKING PAINT AND STAK	GMA-PARKS	98.30
	GRANITE CONST		GMA-PARKS	300.22
109790	GRAVES, KIMBERLY	REFUND CLASS FEES	PARKS-RECREATION	54.00
109791	GREEN RIVER CC	CERT EXAM PREP-BRYANT, K	UTIL ADMIN	300.00
109792	H & H NORTHWEST	REFUND PRE-APP FEES	COMMUNITY DEVELOPMENT	350.00
109793	HANKE, MISTY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109794	HD FOWLER COMPANY	REPAIR BAND AND GASKET	STORM DRAINAGE	56.10
109795	HENNIG, JEANINE TULL	INSTRUCTOR SERVICES	RECREATION SERVICES	97.20
	HENNIG, JEANINE TULL		RECREATION SERVICES	110.16
	HENNIG, JEANINE TULL		RECREATION SERVICES	188.00
	HENNIG, JEANINE TULL		RECREATION SERVICES	317.52
109796	HERBERT, JULIE	REFUND CLASS FEES	PARKS-RECREATION	32.00
109797	HERITAGE DENTAL LAB	SOFTBALL REGISTRATION REFUND	PARKS-RECREATION	500.00
109798	HERTZ EQUIPMENT RENT	LIGHT TOWER RENTAL	ROADWAY MAINTENANCE	577.88
109799	HORIZON	HERBICIDE CREDIT	ROADSIDE VEGETATION	-393.26
	HORIZON		ROADSIDE VEGETATION	-307.42
	HORIZON		ROADSIDE VEGETATION	-28.25
	HORIZON	HERBICIDE	ROADSIDE VEGETATION	307.42
	HORIZON		ROADSIDE VEGETATION	1,124.44
109800	INGERSOL, KIMBERLY	UB 300740000000 13221 51ST AVE	WATER/SEWER OPERATION	32.98
109801	IRON MOUNTAIN	ROCK	ROADWAY MAINTENANCE	332.21
109802	J. THAYER COMPANY	BOOKCASE AND WALL PANEL	WATER DIST MAINS	555.86
	J. THAYER COMPANY	OFFICE SUPPLIES	WATER DIST MAINS	672.35
109803	J.A. BRENNAN ASSOC	PROFESSIONAL SERVICES	GMA-PARKS	1,163.40
109804	JAMES, RONALD	UB 131101100000 11011 47TH AVE	WATER/SEWER OPERATION	57.38
109805	JOHNSON, MATTHEW	UB 780066000000 6302 53RD PL N	GARBAGE	94.51
109806	JOHNSON, TRISTIN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109807	JUDD & BLACK	DRYER REPAIR	PUBLIC SAFETY BLDG.	291.56
	JUDD & BLACK	REFRIGERATOR	PUBLIC SAFETY BLDG.	1,607.05
109808	K2 DATA SYSTEMS INC	PROFESSIONAL SERVICES	WASTE WATER TREATMENT F	250.00
	K2 DATA SYSTEMS INC		WATER FILTRATION PLANT	250.00
109809	KARSNER, KEVIN & KAT	UB 751040400001 7518 46TH PL N	WATER/SEWER OPERATION	184.68
109810	LAB/COR, INC.	CRYPTO GIARDIA	WATER QUAL TREATMENT	810.00
109811	LABOR & INDUSTRIES	L & I 2ND QTR 2016	MUNICIPAL COURTS	1.85
	LABOR & INDUSTRIES		OPERA HOUSE	32.17
	LABOR & INDUSTRIES		CITY CLERK	37.53
	LABOR & INDUSTRIES		MUNICIPAL COURTS	58.70
	LABOR & INDUSTRIES		RECREATION SERVICES	105.00
	LABOR & INDUSTRIES		COMMUNITY CENTER	232.78
	LABOR & INDUSTRIES		ROADWAY MAINTENANCE	245.06
	LABOR & INDUSTRIES		POLICE PATROL	532.82
109812	LABOR & INDUSTRIES	NDFF PURCHASER/USER	POLICE ADMINISTRATION	75.00
	LABOR & INDUSTRIES		POLICE ADMINISTRATION	75.00
109813	LANCE, GABE	REIMBURSE TUITION COSTS-EVCC	SOLID WASTE OPERATIONS	631.75
109814	LASTING IMPRESSIONS	POLO	OPERA HOUSE	14.18
	LASTING IMPRESSIONS		OPERA HOUSE	32.25
	LASTING IMPRESSIONS	CITY OF MARYSVILLE JACKETS (5)	STORM DRAINAGE	122.36
	LASTING IMPRESSIONS		COMMUNITY DEVELOPMENT-	186.89
	LASTING IMPRESSIONS	BASKETBALL CAMP SHIRTS	RECREATION SERVICES	280.43
	LASTING IMPRESSIONS	TRACK CAMP SHIRTS	RECREATION SERVICES	280.43
109815	LAU, ALLEN	UB 890961000002 5725 GROVE ST	WATER/SEWER OPERATION	11.73
109816	LAUBACH, JESSICA	UB 094557148000 4557 148TH ST	WATER/SEWER OPERATION	20.14
109817	LICENSING, DEPT OF	ENGINEER LICENSE RENEWAL-NIELS	UTIL ADMIN	174.00
109818	LOWES HIW INC	SHIELD AND COVER	ADMIN FACILITIES	21.54

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109818	LOWES HIW INC	HYDRANT PAINTING SUPPLIES	HYDRANTS	83.58
109819	LUKSAN, CHERENE	REFUND CLASS FEES	PARKS-RECREATION	125.00
109820	MAILFINANCE	POSTAGE LEASE PAYMENT	PROBATION	128.59
	MAILFINANCE		MUNICIPAL COURTS	385.80
109821	MARYSVILLE FORD	LATCH CREDIT	EQUIPMENT RENTAL	-50.36
	MARYSVILLE FORD	ACTUATOR	EQUIPMENT RENTAL	62.59
	MARYSVILLE FORD	LATCH, LAMP AND HARDWARE	EQUIPMENT RENTAL	102.61
	MARYSVILLE FORD	DOOR LATCH	EQUIPMENT RENTAL	102.90
109822	MARYSVILLE PRINTING	BUSINESS CARDS	OFFICE OPERATIONS	93.27
109823	MARYSVILLE ROTARY	ROTARY HALF DUES	POLICE ADMINISTRATION	735.00
109824	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	22.22
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	28.22
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	70.53
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 1ST ST #B	STORM DRAINAGE	105.05
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	116.17
	MARYSVILLE, CITY OF	UTILITY SERVICE-1632 1ST ST	NON-DEPARTMENTAL	120.05
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	121.22
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	136.24
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	144.39
	MARYSVILLE, CITY OF	UTILITY SERVICE-1620 1ST ST	GMA - STREET	167.29
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	195.13
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	199.93
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-4TH & 15 IRR	PARK & RECREATION FAC	313.92
	MARYSVILLE, CITY OF	UTILITY SERVICE-4800 152ND ST	RECREATION SERVICES	470.92
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	649.88
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	763.24
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	984.92
	MARYSVILLE, CITY OF	UTILITY SERVICE-1ST & STAVE AV	PARK & RECREATION FAC	1,096.90
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	1,811.64
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	2,049.23
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,868.24
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	5,021.96
109825	MATTHEWS, RYAN & ADR	UB 800375630001 5714 69TH ST N	WATER/SEWER OPERATION	32.16
109826	MAUL FOSTER & ALONGI	PROFESSIONAL SERVICES	STORM DRAINAGE	545.00
109827	MERRILL, DANIELLE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109828	MM COMFORT SYSTEMS	REFUND ELEC PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
	MM COMFORT SYSTEMS	REFUND MECH PERMIT FEES	NON-BUS LICENSES AND PEF	90.00
109829	MONTGOMERY, AMY & ST	UB 984611000000 4611 57TH DR N	WATER/SEWER OPERATION	43.80
109830	MORGAN, MARIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109831	MOTOR TRUCKS	ANTENNA	EQUIPMENT RENTAL	18.14
	MOTOR TRUCKS	RADIO, SPRING, ANTENNA, CABLE	EQUIPMENT RENTAL	126.92
109832	MULLIGAN, MICHAEL	RECOVERY CONTRACT #245-SEWER	WATER-UTILITIES/ENVIRONM	-50.00
	MULLIGAN, MICHAEL		WATER/SEWER OPERATION	3,489.20
109833	NAVIA BENEFIT	FLEX PLAN FEES-JUNE 2016	PERSONNEL ADMINISTRATION	66.40
109834	NORTH COAST ELECTRIC	THERMOSTATS	SEWER LIFT STATION	211.08
109835	NORTH SOUND EMERG	INMATE MEDICAL CARE	DETENTION & CORRECTION	885.00
109836	NORTHWEST PLAYGROUND	PLAYGROUND REPAIR PARTS	PARK & RECREATION FAC	141.20
	NORTHWEST PLAYGROUND	PLAYGROUND EQUIPMENT	PARK & RECREATION FAC	30,390.68
109837	OFFICE DEPOT	OFFICE SUPPLIES	STORM DRAINAGE	2.72
	OFFICE DEPOT		WASTE WATER TREATMENT F	2.72
	OFFICE DEPOT		UTIL ADMIN	5.11
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	9.81
	OFFICE DEPOT		EXECUTIVE ADMIN	38.39

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109837	OFFICE DEPOT	WASTEBASKETS	RECREATION SERVICES	68.24
	OFFICE DEPOT	OFFICE SUPPLIES	OFFICE OPERATIONS	94.63
	OFFICE DEPOT		WATER FILTRATION PLANT	120.97
	OFFICE DEPOT		WASTE WATER TREATMENT F	120.97
	OFFICE DEPOT		ENGR-GENL	169.82
	OFFICE DEPOT		POLICE PATROL	250.00
	OFFICE DEPOT		DETENTION & CORRECTION	250.00
	OFFICE DEPOT		COMMUNITY DEVELOPMENT-	273.69
109838	OLASON, MONICA	INSTRUCTOR SERVICES	RECREATION SERVICES	19.20
	OLASON, MONICA		RECREATION SERVICES	48.00
	OLASON, MONICA		RECREATION SERVICES	76.80
	OLASON, MONICA		RECREATION SERVICES	124.80
109839	ORSBOM, MARISA	REFUND CLASS FEES	PARKS-RECREATION	199.00
109840	PAC RIM CODE SERVICE	BUILDING DEPT PLAN REVIEW	COMMUNITY DEVELOPMENT-	1,750.00
109841	PARKINS, STEPHANIE	REFUND ANIMAL LICENSE FEES	NON-BUS LICENSES AND PEF	25.00
109842	PARTS STORE, THE	TENSIONER CREDIT	EQUIPMENT RENTAL	-31.22
	PARTS STORE, THE	TENSIONER	EQUIPMENT RENTAL	38.59
	PARTS STORE, THE	TENSIONER AND BELT	EQUIPMENT RENTAL	63.13
	PARTS STORE, THE	BRAKE ROTORS, BRAKE PADS AND B	EQUIPMENT RENTAL	429.41
109843	PAYMENTUS	TRANSACTION FEES-JUNE 2016	UTILITY BILLING	18,320.48
109844	PEACE OF MIND	MINUTE TAKING SERVICE	COMMUNITY DEVELOPMENT-	155.00
	PEACE OF MIND		CITY CLERK	198.40
109845	PETERSEN, JELAN	UB 714812000000 4812 84TH ST N	WATER/SEWER OPERATION	7.99
109846	PETROCARD SYSTEMS	FUEL CONSUMED	COMPUTER SERVICES	35.68
	PETROCARD SYSTEMS		STORM DRAINAGE	37.55
	PETROCARD SYSTEMS		ENGR-GENL	87.30
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	109.46
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	185.17
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	467.71
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,385.64
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERH	2,370.49
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	3,173.85
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	3,234.14
	PETROCARD SYSTEMS		POLICE PATROL	5,612.51
109847	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	18.80
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	23.73
	PGC INTERBAY LLC		PRO-SHOP	48.53
	PGC INTERBAY LLC		MAINTENANCE	48.53
	PGC INTERBAY LLC		PRO-SHOP	112.93
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	122.31
	PGC INTERBAY LLC		PRO-SHOP	125.17
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	135.64
	PGC INTERBAY LLC		PRO-SHOP	148.25
	PGC INTERBAY LLC		MAINTENANCE	215.93
	PGC INTERBAY LLC		MAINTENANCE	230.14
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	247.00
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	258.91
	PGC INTERBAY LLC		PRO-SHOP	266.10
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	305.44
	PGC INTERBAY LLC		GOLF COURSE	328.41
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	366.00
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	534.74
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	541.89
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	PRO-SHOP	705.80
	PGC INTERBAY LLC		PRO-SHOP	757.99

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109847	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	892.31
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	931.46
	PGC INTERBAY LLC		MAINTENANCE	946.56
	PGC INTERBAY LLC		GOLF COURSE	1,456.50
	PGC INTERBAY LLC		MAINTENANCE	1,636.17
	PGC INTERBAY LLC		GOLF COURSE	6,833.00
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	PRO-SHOP	7,260.23
	PGC INTERBAY LLC	PROFESSIONAL SERVICES	MAINTENANCE	11,592.57
	PGC INTERBAY LLC	GOLF COURSE PAYROLL	MAINTENANCE	11,594.58
109848	PHILLIPS, SUZANNE	UB 761303160401 7915 72ND DR N	WATER/SEWER OPERATION	144.86
109849	PILCHUCK RENTALS	TRIMMER LINE	STORM DRAINAGE	141.83
	PILCHUCK RENTALS	HONDA MOWERS	WATER RESERVOIRS	1,177.30
	PILCHUCK RENTALS		ROADSIDE VEGETATION	1,177.30
109850	PLATT ELECTRIC	RETURN LIGHTS, HOLE SAW, COVER	COURT FACILITIES	-339.50
	PLATT ELECTRIC	LIGHTS, SAW, COVERS AND DUST B	COURT FACILITIES	339.50
	PLATT ELECTRIC	LIGHTS, HOLE SAW, COVERS AND D	COURT FACILITIES	340.44
109851	PLITMAN, VLADISLAV	INTERPRETER SERVICES	COURTS	150.00
109852	POSTAL SERVICE	POSTAGE	PROBATION	750.00
	POSTAL SERVICE		MUNICIPAL COURTS	2,250.00
109853	POWDER FAB	POWDER COATING	PARK & RECREATION FAC	245.48
109854	PUBLIC SAFETY TESTIN	SUBSCRIPTION FEES	PERSONNEL ADMINISTRATIO	824.00
109855	PUD	ACCT #2011-4209-8	PARK & RECREATION FAC	7.83
	PUD	ACCT #2042-5946-9	TRAFFIC CONTROL DEVICES	16.70
	PUD	ACCT #2042-6034-3	TRAFFIC CONTROL DEVICES	16.70
	PUD	ACCT #2042-6262-0	TRAFFIC CONTROL DEVICES	16.70
	PUD	ACCT #2051-9537-3	PARK & RECREATION FAC	17.81
	PUD	ACCT #2054-8182-3	GOLF ADMINISTRATION	17.81
	PUD	ACCT #2200-2050-7	STREET LIGHTING	22.41
	PUD	ACCT #2048-2969-1	STREET LIGHTING	23.60
	PUD	ACCT #2000-6146-3	PARK & RECREATION FAC	25.79
	PUD	ACCT #2005-0161-7	TRANSPORTATION MANAGEM	25.81
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	33.83
	PUD	ACCT #2020-1181-3	PUMPING PLANT	41.38
	PUD	ACCT #2035-0002-0	STREET LIGHTING	43.61
	PUD	ACCT #2022-9424-5	SEWER LIFT STATION	48.40
	PUD	ACCT #2025-2469-0	PUMPING PLANT	49.60
	PUD	ACCT #2006-6043-9	STREET LIGHTING	52.83
	PUD	ACCT #2039-9634-3	STREET LIGHTING	61.31
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	62.37
	PUD	ACCT #2023-0330-1	SEWER LIFT STATION	67.68
	PUD	ACCT #2052-3773-8	TRAFFIC CONTROL DEVICES	81.95
	PUD	ACCT #2032-9121-6	GENERAL SERVICES - OVERF	91.17
	PUD	ACCT #2052-3927-0	TRAFFIC CONTROL DEVICES	92.08
	PUD	ACCT #2013-4666-5	SEWER LIFT STATION	109.47
	PUD	ACCT #2019-0963-7	SEWER LIFT STATION	135.99
	PUD	ACCT #2200-2051-1	STREET LIGHTING	168.43
	PUD	ACCT #2008-1280-8	PUMPING PLANT	288.45
	PUD	ACCT #2000-2187-1	COURT FACILITIES	1,161.87
	PUD	ACCT #2016-1747-9	ADMIN FACILITIES	1,434.75
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,872.14
	PUD		STREET LIGHTING	13,876.93
109856	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG.	10.83
	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	38.73
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	44.34
	PUGET SOUND ENERGY	ACCT #2200092074345	OPERA HOUSE	45.28

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109856	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	55.58
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	57.54
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	69.76
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	82.93
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	189.11
109857	RAIN FOR RENT	WEIR BOX, CAMLOCK, PIPE AND EL	STORM DRAINAGE	1,401.94
109858	REED, BECKY & SCOTT	UB 220000000000 12627 48TH AVE	WATER/SEWER OPERATION	35.27
109859	RHEMA ELECTRIC, LLC	REFUND ELEC PERMIT FEES	COMMUNITY DEVELOPMENT	50.00
	RHEMA ELECTRIC, LLC		COMMUNITY DEVELOPMENT	50.00
109860	RUSHER, DARLA	REFUND CLASS FEES	PARKS-RECREATION	59.00
109861	RYAN GENERAL CONST	HYDRANT METER REFUND	WATER-UTILITIES/ENVIRONM	-152.10
	RYAN GENERAL CONST		WATER/SEWER OPERATION	1,150.00
109862	SANDERSON, SAMANTHA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109863	SAVOI, CORKY	REFUND CLASS FEES	PARKS-RECREATION	25.00
109864	SCHEELINE, TRAVIS E	UB 334333000000 4333 149TH PL	WATER/SEWER OPERATION	21.01
109865	SCHELLER, DONNA	UB 281500222001 12730 58TH AVE	WATER/SEWER OPERATION	71.63
109866	SCREEN PRINTING	HAT W/EMBROIDERY	GENERAL SERVICES - OVERF	17.47
109867	SEGRS, TRISTAN & LI	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
109868	SHEETS, KIRK	UB 091473746000 14737 47TH AVE	GARBAGE	232.55
109869	SHIRLEY, DEBRA	UB 762270000000 6508 63RD DR N	WATER/SEWER OPERATION	25.05
109870	SHRED-IT US	MONTHLY SHREDDING SERVICE	CITY CLERK	1.52
	SHRED-IT US		FINANCE-GENL	1.52
	SHRED-IT US		UTILITY BILLING	1.52
	SHRED-IT US		PERSONNEL ADMINISTRATIO	4.56
	SHRED-IT US		COMMUNITY DEVELOPMENT-	4.56
	SHRED-IT US		ENGR-GENL	4.56
	SHRED-IT US		UTIL ADMIN	4.56
109871	SINGH, MANOJ	UB 151460000002 12631 43RD AVE	WATER/SEWER OPERATION	247.77
109872	SIX ROBBLEES INC	CONTROLLER	ER&R	167.10
109873	SNOOK, JUNE	REFUND CLASS FEES	PARKS-RECREATION	125.00
109874	SNOPAC	ACCESS ASSESSMENT	COMMUNICATION CENTER	3,427.89
	SNOPAC	DISPATCH SERVICES	COMMUNICATION CENTER	79,587.31
109875	SNYDER, CANON	DJ SERVICES-SENIOR DANCE 6/21/	COMMUNITY CENTER	300.00
	SNYDER, CANON	DJ SERVICES-SENIOR DANCE 7/19/	COMMUNITY CENTER	300.00
109876	SOLID WASTE SYSTEMS	INV # 0085053-IN CREDIT	EQUIPMENT RENTAL	-7,289.56
	SOLID WASTE SYSTEMS	REPLACE CANOPY, MAKE REPAIRS A	EQUIPMENT RENTAL	4,906.18
	SOLID WASTE SYSTEMS	REPLACE CANOPY/REPAIR/DIAGNOSE	EQUIPMENT RENTAL	7,289.56
109877	SOUND PUBLISHING	ADVERTISING	RECREATION SERVICES	175.00
109878	SOUND PUBLISHING	LEGAL ADS	CENTRAL SERVICES	44.18
	SOUND PUBLISHING		CITY CLERK	191.27
109879	SOUND PUBLISHING	ADVERTISING	OPERA HOUSE	300.00
109880	SOUND PUBLISHING	EMPLOYMENT ADS	WASTE WATER TREATMENT F	99.60
	SOUND PUBLISHING		UTIL ADMIN	323.51
	SOUND PUBLISHING		ENGR-GENL	402.35
109881	SOUND SAFETY	JEANS-GESSNER, KR	UTIL ADMIN	140.76
	SOUND SAFETY	BOOTS-COBB	UTIL ADMIN	193.23
	SOUND SAFETY	BOOTS AND JEANS-EVANS	UTIL ADMIN	330.67
109882	SPRINGBROOK NURSERY	TRUCK RENTAL-GEDDES CLEAN UP	STORM DRAINAGE	5,737.50
109883	STAPLES	OFFICE SUPPLIES	COMMUNITY CENTER	68.57
	STAPLES		RECREATION SERVICES	139.64
109884	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	132.00
109885	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERF	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT F	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
109886	SUEZ TREATMENT	BALLAST ASSEMBLY AND FAN	WATER/SEWER OPERATION	-32.19



# *Index #6*

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

**CITY COUNCIL MEETING DATE: July 25, 2016**

<b>AGENDA ITEM:</b> Contract Award – SR 528 Pedestrian Signal (HAWK)	
<b>PREPARED BY:</b> Jeff Laycock, City Engineer	<b>DIRECTOR APPROVAL:</b>  
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> Certified Bid Tab, Vicinity Map	
<b>BUDGET CODE:</b> 30500030.563000, R1501	<b>AMOUNT:</b> \$250,559.00

**SUMMARY:**

The SR 528 Pedestrian Signal project will construct a new High-Intensity Activated crosswalk (HAWK) beacon on State Route 528 between Alder Avenue and Quinn Avenue. The project includes construction of sidewalk ramps, a median refuge island and associated striping.

The project is funded in part by City of Marysville Community Development Block Grant (CDBG) funds.

The project was advertised for a July 14, 2016 bid opening. The City received four bids as shown on the attached bid tabulation. The low bidder was Totem Electric at \$250,559.00. The engineer's estimate is \$240,732. References have been checked and found to be satisfactory.

Contract Bid:	\$250,559.00
<u>Management Reserve:</u>	<u>\$25,055.90</u>
Total:	\$275,614.90

<u>Community Development Block Grant (CDBG):</u>	<u>\$240,000.00</u>
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Total Construction Cost to the City:	\$35,614.90
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**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the SR 528 Pedestrian Signal (HAWK) project with Totem Electric in the amount of \$250,559.00 including Washington State Sales Tax and approve a management reserve of \$25,055.90 for a total allocation of \$275,614.90.

Vicinity Map





**SR528 Pedestrian Signal (HAWK)  
30500030.563000.R1501  
Certified Bid Tab**

7/14/2016

SPEC.	ITEM	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Taylor's Excavating		Totem Electric		Titan Earthworks		Transportation Systems	
					UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE	UNIT PRICES	TOTAL PRICE
1-04.4(1)	1	Minor Changes	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
1-05.5	2	Roadway Surveying	1	LS	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$4,521.00	\$4,521.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00
1-05.18	3	Record Drawings (Minimum Bid \$500)	1	LS	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$599.00	\$599.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
1-07.15	4	SPCC Plan	1	LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,256.00	\$1,256.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
1-09.7	5	Mobilization	1	LS	\$17,832.00	\$17,832.00	\$17,000.00	\$17,000.00	\$23,637.00	\$23,637.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
1-10.5	6	Project Temporary Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$22,098.00	\$22,098.00	\$30,000.00	\$30,000.00	\$34,048.00	\$34,048.00
2-02.5	7	Removal of Structure and Obstruction	1	LS	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,599.00	\$1,599.00	\$3,200.00	\$3,200.00	\$5,500.00	\$5,500.00
4-04.5	8	Crushed Surfacing Top Course	25	TON	\$50.00	\$1,250.00	\$40.00	\$1,000.00	\$70.00	\$1,750.00	\$70.00	\$1,750.00	\$150.00	\$3,750.00
5-04.5	9	Commercial HMA	20	TON	\$165.00	\$3,300.00	\$300.00	\$6,000.00	\$246.00	\$4,920.00	\$275.00	\$5,500.00	\$425.00	\$8,500.00
8-01.5	10	Erosion/Water Pollution Control	1	LS	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,212.00	\$2,212.00	\$2,100.00	\$2,100.00	\$3,850.00	\$3,850.00
8-02.5	11	Property Restoration	1	LS	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$3,406.00	\$3,406.00	\$3,700.00	\$3,700.00	\$2,500.00	\$2,500.00
8-04.5	12	Cement Conc. Traffic Curb and Gutter	40	LF	\$35.00	\$1,400.00	\$75.00	\$3,000.00	\$72.00	\$2,880.00	\$90.00	\$3,600.00	\$80.00	\$3,200.00
8-04.5	13	Cement Conc. Pedestrian Curb	40	LF	\$30.00	\$1,200.00	\$35.00	\$1,400.00	\$72.00	\$2,880.00	\$90.00	\$3,600.00	\$80.00	\$3,200.00
8-04.5	14	Mountable Cement Conc. Traffic Curb	150	LF	\$25.00	\$3,750.00	\$50.00	\$7,500.00	\$40.00	\$6,000.00	\$40.00	\$6,000.00	\$35.00	\$5,250.00
8-14.5	15	Cement Conc. Curb Ramp Type Parallel A	2	EA	\$2,000.00	\$4,000.00	\$5,000.00	\$10,000.00	\$1,833.00	\$3,666.00	\$2,900.00	\$5,800.00	\$2,950.00	\$5,900.00
8-14.5	16	Detectable Warning Surface	50	SF	\$35.00	\$1,750.00	\$60.00	\$3,000.00	\$57.00	\$2,850.00	\$28.00	\$1,400.00	\$65.00	\$3,250.00
8-14.5	17	Cement Concrete Sidewalk	10	SY	\$75.00	\$750.00	\$125.00	\$1,250.00	\$97.00	\$970.00	\$90.00	\$900.00	\$250.00	\$2,500.00
8-20.5	18	Traffic Signal System - SR 528 Pedestrian Signal (HAWK) Complete	1	LS	\$175,000.00	\$175,000.00	\$180,000.00	\$180,000.00	\$156,768.00	\$156,768.00	\$147,000.00	\$147,000.00	\$137,542.00	\$137,542.00
8-21.5	19	Permanent Signing	1	LS	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$1,385.00	\$1,385.00	\$3,200.00	\$3,200.00	\$2,200.00	\$2,200.00
8-22.5	20	Pavement Markings	1	LS	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$2,162.00	\$2,162.00	\$1,900.00	\$1,900.00	\$4,875.00	\$4,875.00
<b>CONSTRUCTION TOTAL</b>						<b>\$240,732.00</b>		<b>\$265,550.00</b>		<b>\$250,559.00</b>		<b>\$254,450.00</b>		<b>\$263,065.00</b>



# *Index #7*

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

**CITY COUNCIL MEETING DATE: July 25, 2016**

<b>AGENDA ITEM:</b> Contract Award – Ebey Waterfront Trail	
<b>PREPARED BY:</b> Kyle Woods, Project Engineer	<b>DIRECTOR APPROVAL:</b>  JL
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> Certified Bid Tabulation, Vicinity Map	
<b>BUDGET CODE:</b> 310000076.563000.P1301	<b>AMOUNT:</b> \$300,000.00

**SUMMARY:**

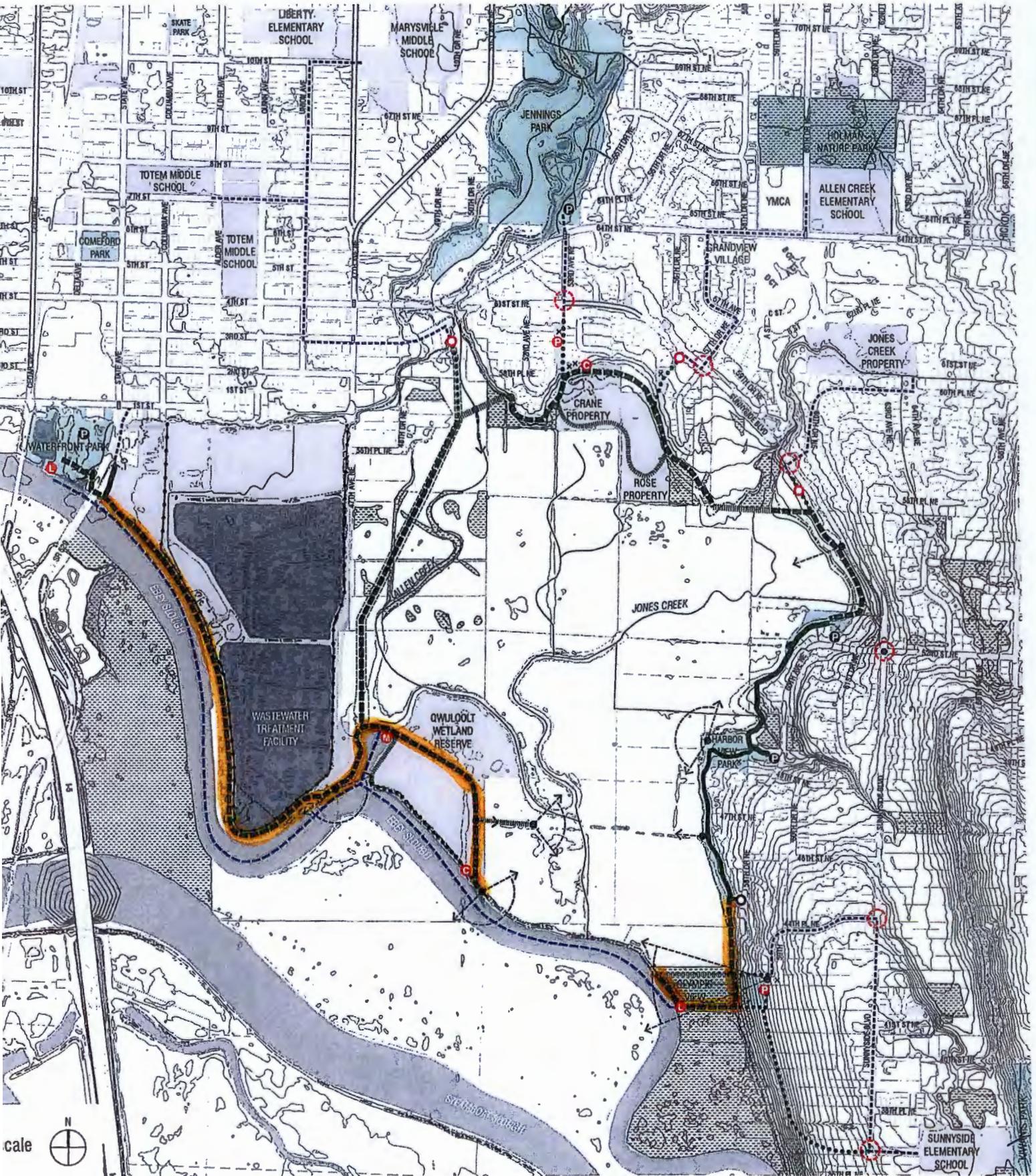
The Ebey Waterfront Trail project includes paving 1.71 miles of asphalt trail as shown on the attached vicinity map. The project is funded in part by the Aquatic Lands Enhancement Account (ALEA) grant. The grant requires a 50% match.

The project was advertised for a July 14, 2016 bid opening. The City received 5 bids as shown on the attached bid tabulation. The low bidder was Granite Construction at \$267,840.50. The engineer's estimate was approximately \$495,314.00. References have been checked and found to be satisfactory.

Project Bid Including Sales Tax	\$267,840.50
<u>Management Reserve:</u>	<u>\$32,159.50</u>
Construction Total:	\$300,00.00
<u>ALEA Grant 50% Match:</u>	<u>\$150,000.00</u>
Total Cost to the City:	\$150,000.00

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Ebey Waterfront Trail contract with Granite Construction in the amount of \$267,840.50 including Washington State Sales Tax and approve a management reserve of \$32,159.50 for a total allocation of \$300,000.00





**EBEY WATERFRONT TRAIL  
31000076.563000.P1301  
Certified Bid Tab**

7/14/2016

SPEC	ITEM	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Granite Construction		Quilceda Paving & Const.		Cemex		Trinity		Fidalgo	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1-04.4	1	Minor Changes	1	EST	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
1-07.15	3	SPCC Plan	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$1,250.00	\$1,250.00	\$250.00	\$250.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00
1-09.7	4	Mobilization	1	LS	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$32,000.00	\$32,000.00	\$100,000.00	\$100,000.00	\$22,000.00	\$22,000.00
5-04.5	5	HMA C1 1/2 pg 64-22	2,250	TON	\$186.00	\$418,500.00	\$100.00	\$225,000.00	\$115.50	\$259,875.00	\$115.00	\$258,750.00	\$93.00	\$209,250.00	\$132.00	\$297,000.00
<b>SUBTOTAL</b>					<b>\$454,000.00</b>		<b>\$245,500.00</b>		<b>\$291,125.00</b>		<b>\$301,000.00</b>		<b>\$329,250.00</b>		<b>\$331,000.00</b>	
SALES TAX (9.1%)					\$41,314.00		\$22,340.50		\$26,492.38		\$27,391.00		\$29,961.75		\$30,121.00	
<b>PROJECT TOTAL</b>					<b>\$495,314.00</b>		<b>\$267,840.50</b>		<b>\$317,617.38</b>		<b>\$328,391.00</b>		<b>\$359,211.75</b>		<b>\$361,121.00</b>	



# *Index #8*

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

**CITY COUNCIL MEETING DATE: 7/25/2016**

AGENDA ITEM: Approval of Special Event Permit Application; Downtown Merchants Association	
PREPARED BY: Carol Mulligan DEPARTMENT: Community Development	DIRECTOR APPROVAL:
ATTACHMENTS: 1. Copy of Special Event Permit Application 2. Copy of site maps. 3. MMC 5.46.	
BUDGET CODE:	AMOUNT:

SUMMARY:

The Downtown Marysville Merchants' Association has submitted an application to obtain a Special Event Permit to conduct "**Handmade & Homgrown**", a street fair and marketplace event to promote local arts, crafts, food and fun in a family-oriented environment, to be held on Friday, August 12<sup>th</sup> through Sunday, August 14<sup>th</sup>, 2016. The applicant has requested the temporary street closure at the event location on 3<sup>rd</sup> Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from 2<sup>nd</sup> Street to the alley between 3<sup>rd</sup> Street and 4<sup>th</sup> Street in order to conduct this proposed event. City staff has reviewed all related department comments and determined that this application has been submitted in its entirety and to the satisfaction of all said departments.

**RECOMMENDED ACTION:** City staff recommends City Council approve the application for Marysville Downtown Merchants Association to conduct a special event on August 12<sup>h</sup>, August 13<sup>th</sup>, and August 14<sup>th</sup>, 2016, including the street closure of 3<sup>rd</sup> Street between State Avenue and Alder Avenue, as well as on Columbia Avenue from 2<sup>nd</sup> Street to the alley between 3<sup>rd</sup> Street and 4<sup>th</sup> Street, as requested by the applicant.

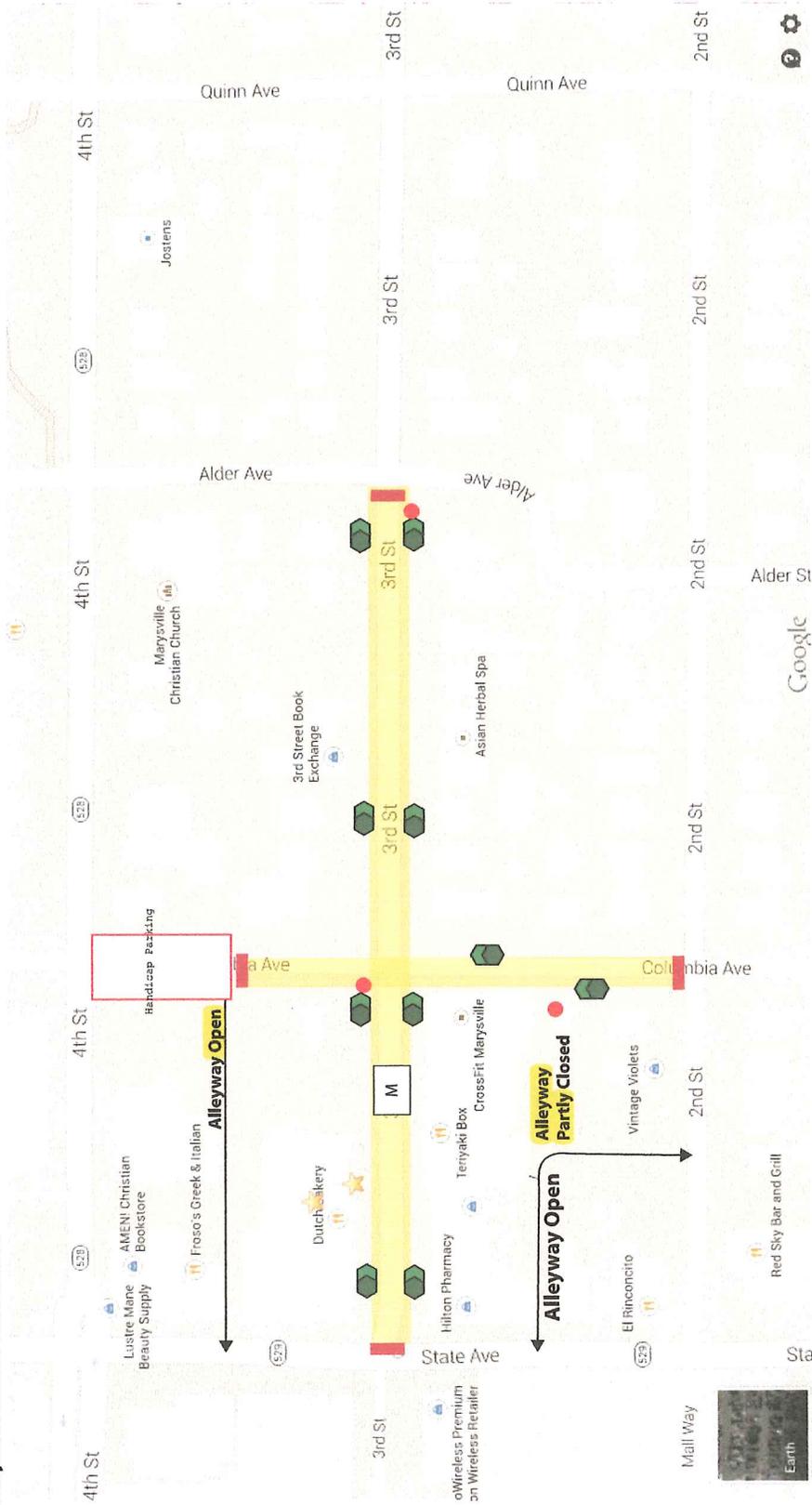


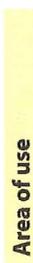
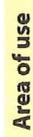
## SPECIAL EVENT PERMIT APPLICATION

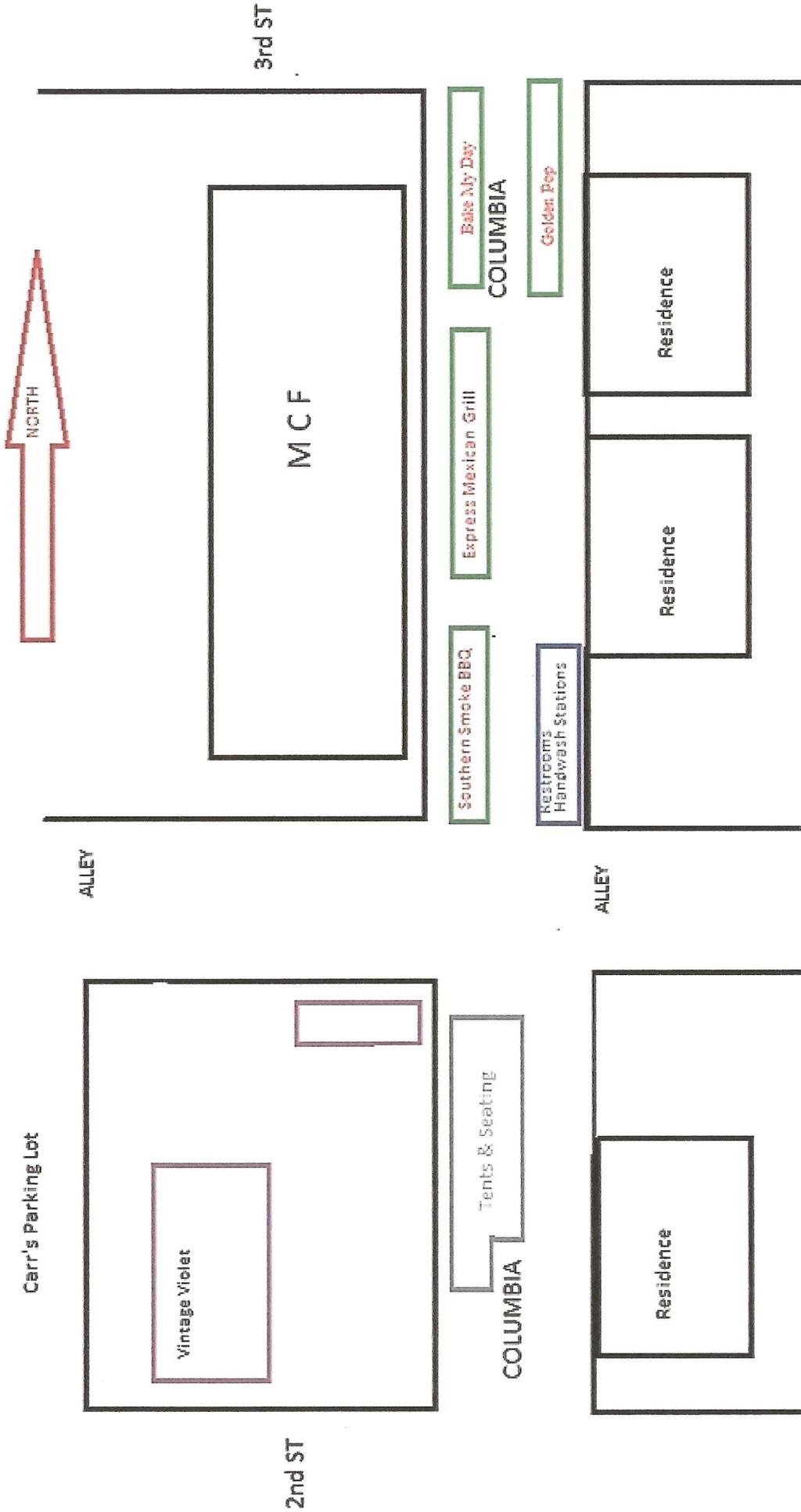
Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270  
 (360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Monday - Friday 7:30 AM - 4:00 PM

FOR AGENCY USE	Date:	File:	Fee: \$100.00
	NAME OF EVENT		PROPOSED DATES
	MARYSVILLE STREET FESTIVAL		AUG 12, 13 & 14, 2016
	APPLICANT	SPONSORING NON-PROFIT	EVENT ORGANIZER
Name	DMMA	DMMA	Dana A. Wren
Mailing Address	1510 3rd ST		
City, State, ZIP	MARYSVILLE, WA 98270		
Phone (home/office)	WRENHAVEN 360 657-5005		
Phone (cell)	206-612-6124		
E-mail	wrenhaven@aol.com		
SITE INFORMATION			
Set-up date/time	AUG 12 0700	Dismantling Date/time	AUG 14 1500
Estimated number of participants	1500	Will admission fee be charged? (please note amount)	No
Will alcohol be served at event? (if yes please explain)	No		
Type of activity planned (Describe event) and Proposed Activities	Vendors selling wares, handmade; home grown Food vendors on Columbia		
Location to be used (Describe area to be used, attach map/route plan)	3rd ST - State to Alder Columbia - 2nd to 4th		
List any City Assistance that May be Required.	List attached		
Does event involve political or religious activity intended primarily for the communication or expression of ideas?	No		

Marysville Street Festival 2016



-  Garbage & Recycle Cans Supplied by the City
-  Dumpster Supplied by City
-  Marysville Booth in previous seating area
-  3 Restrooms, 1 ADA Restroom & Washhand Station
-  Area of use



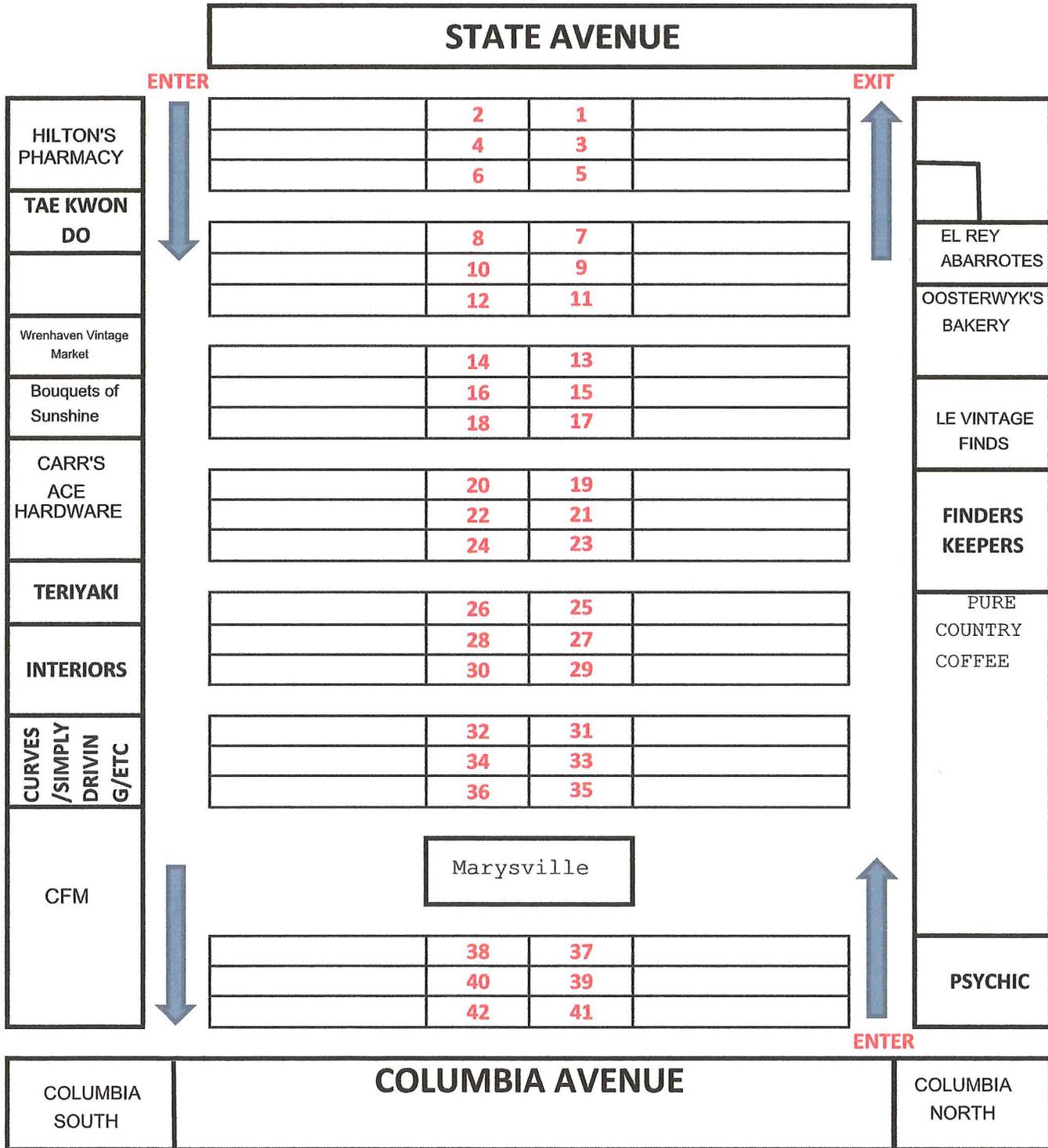
### MSF H & H VENDOR MAP

# MARYSVILLE STREET FESTIVAL

"Handmade & Homegrown"

\*Even numbered booth - enter Third ST from State AVE, head East along the right curb

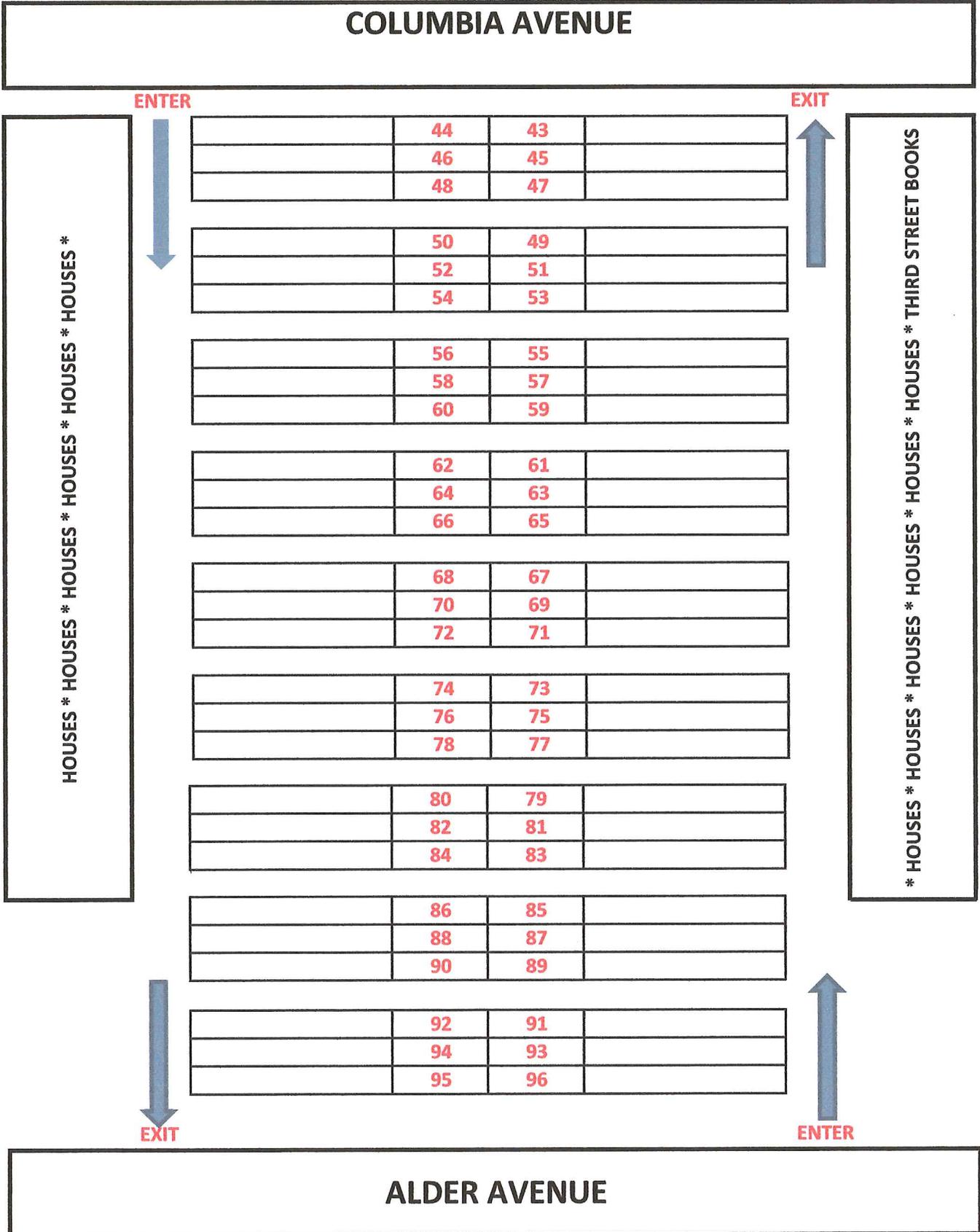
\*Odd numbered booth - enter Third ST from Columbia AVE and head West along the right curb



**BOOTH LAYOUT/FINDER**

\*Even numbered booth - enter Third ST from State AVE, head East along the right curb

\*Odd numbered booth - enter Alder and head West along the right curb



## Chapter 5.46 SPECIAL EVENTS

### Sections:

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

### **5.46.010 Definitions.**

Terms used in this chapter shall have the following meanings:

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

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

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

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

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

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

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

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

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

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

#### **5.46.020 Special event permit required.**

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

#### **5.46.025 Exceptions to special event permit requirement.**

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

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

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

(b) Private events held entirely on private property that do not involve the use of or have an impact on public property or facilities and that do not require the provision of city public safety services;

(c) Funeral and wedding processions on private properties;

(d) Groups required by law to be so assembled;

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

#### **5.46.030 Permit application.**

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

- (ii) Certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event; and
  - (iii) Attached to which shall be a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
- (f) All permit applications shall include:
- (i) A statement of the purpose of the special event;
  - (ii) A statement of fees to be charged for the special event, including admissions tax documentation;
  - (iii) The proposed location of the special event;
  - (iv) Dates and times when the special event is to be conducted;
  - (v) The approximate times when assembly for, and disbanding of, the special event is to take place;
  - (vi) The proposed locations of the assembly or production area;
  - (vii) The specific proposed site or route, including a map and written narrative of the route;
  - (viii) The proposed site of any reviewing stands and/or vending areas;
  - (ix) The proposed site for any disbanding area;
  - (x) Proposed alternative routes, sites or times, where applicable;
  - (xi) The approximate number of persons, animals, and vehicles that will constitute the special event;
  - (xii) The kinds of animals anticipated to be part of the special event;
  - (xiii) A description of the types of vehicles to be used in the special event;
  - (xiv) The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise;
  - (xv) The number and location of potable sanitation facilities;
  - (xvi) Other equipment or services necessary to conduct the special event with due regard for participant and public health and safety;
  - (xvii) The number of persons proposed or required to monitor or facilitate the special event and provide spectator or participant control and direction for special events using city streets, sidewalks, or facilities, including use of public or private law enforcement personnel;
  - (xviii) Provisions for first aid or emergency medical services, or both, based on special event risk factors;
  - (xix) Insurance and surety bond information;
  - (xx) Any special or unusual requirements that may be imposed or created by virtue of the proposed special event activity;

- (xxi) The marketing plan with proposed timelines associated with marketing the activity to the general public;
- (xxii) Event timeline documenting activities from event set-up to event tear-down;
- (xxiii) Parking areas;
- (xxiv) Identify city assistance being requested; and
- (xxv) Any other information required by the city. (Ord. 2901 § 1, 2012).

#### **5.46.040 Approval.**

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

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

#### **5.46.050 Fees.**

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

#### **5.46.060 Departmental analysis.**

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

#### **5.46.070 Insurance required.**

Except as otherwise provided in this chapter, the applicant is required to obtain and present evidence of comprehensive liability insurance naming the city of Marysville, its officials, officers, employees and agents as additional insured for use of streets, public rights-of-way and publicly owned property such

as parks. The insurance policy shall be written on an occurrence basis and shall provide a minimum coverage of \$1,000,000 for individual incidents, \$2,000,000 aggregate, per event, against all claims arising from permits issued pursuant to this chapter. The insurance policy period shall be for a period not less than 24 hours prior to the event and extending for a period of not less than 24 hours following completion of the event. In circumstances presenting a significantly high risk of liability the city may, in its discretion, increase the minimum insurance requirements, and in circumstances presenting a significantly low risk of liability, the city may in its discretion reduce the minimum insurance requirements. (Ord. 2901 § 1, 2012).

#### **5.46.080 Denial of permit.**

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

- (1) The event will disrupt traffic within the city of Marysville beyond practical solution;
- (2) The event will protrude into the public space open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the public;
- (3) The event will interfere with access to emergency services;
- (4) The location or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents;
- (5) The event will require the diversion of so many city employees that it would unreasonably affect other city services;
- (6) The application contains incomplete or false information;
- (7) The applicant fails to provide proof of insurance;
- (8) The applicant fails to obtain a city business license and/or fails to pay the special event permit fee and/or the applicant has failed to pay all fees due from previous special events;
- (9) The applicant failed to provide proof of sufficient monitors for crowd control and safety at least one week prior to the event;
- (10) The applicant has failed to provide proof of sufficient on- or off-site parking or shuttle services, or both, when required, to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the special event;
- (11) The applicant has failed to conduct a previously authorized or exempted special event in accordance with law and/or the terms of a permit;
- (12) The special event application conflicts with permits issued on same date and location creating hardship or financial burden to already permitted events;
- (13) The applicant does not meet current zoning requirements;
- (14) The applicant fails to obtain local, county, state and federal permits as required;
- (15) The city reasonably determines that the proposed special event conflicts with an already approved special event scheduled for same date(s). (Ord. 2901 § 1, 2012).

#### **5.46.090 Appeal.**

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

#### **5.46.100 Sanitation.**

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

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

#### **5.46.110 Revocation of special event permit.**

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

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

- (a) That the special event cannot be conducted without violating the provisions of this chapter and/or conditions for the special event permit issuance;
- (b) The special event is being conducted in violation of the provisions of this chapter and/or any condition of the special event permit;
- (c) The special event poses a threat to health or safety;
- (d) The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter;
- (e) The special event permit was issued in error or contrary to law;
- (f) The applicant has not paid all fees when due; or
- (g) The applicant has failed to provide confirmation or proof that it has obtained the minimum number of required volunteers to perform safety functions.

(3) Except as provided in this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.

(4) If there is an emergency requiring immediate revocation of a special event permit, the city may notify the permit holder verbally of the revocation. (Ord. 2901 § 1, 2012).

#### **5.46.120 Cost recovery for unlawful special event.**

Whenever a special event is conducted without a special event permit when one is required or is conducted in violation of the terms of an issued special event permit, the event organizer shall be responsible for, and the city shall charge the event organizer for, all costs incurred as a result of the

#### **5.46.130 Expressive activity special event.**

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

- (1) Where the special event will not require temporary street closures, cost recovery pursuant to MMC 5.46.050 shall be limited solely to a fee based on the cost of processing the permit application.
- (2) The insurance requirement of MMC 5.46.070 shall be waived; provided, that the event organizer has filed with the application a verified statement that he or she intends the special event purpose to be First Amendment expression and the cost of obtaining insurance is financially burdensome and would constitute an unreasonable burden on the right of First Amendment expression. The verified statement shall include the name and address of one insurance broker or other source for insurance coverage contacted to determine premium rates for coverage.
- (3) Where the special event will require temporary street closures and any one or more of the conditions of subsection (4) of this section are present requiring the city to provide services in the interest of public health, safety, and welfare, the special event coordinator may condition the issuance of the special event permit upon payment of actual, direct costs incurred by the city to a maximum of \$500.00. Any fee schedule adopted by the city shall contain a provision for waiver of, or a sliding scale for payment of, fees for city services, including police costs, on the basis of ability to pay.
- (4) The city may deny a special event permit for a demonstration, rally or march if:
  - (a) The special event will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route;
  - (b) The special event will cause an irresolvable conflict with construction or development in the public right-of-way or at a public facility;
  - (c) The special event will block traffic lanes or close streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on streets designated as arterials by the city's public works department.
  - (d) The special event will require the diversion of police employees from their normal duties;
  - (e) The concentration of persons, animals, or vehicles will unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets;
  - (f) The special event will substantially interfere with another special event for which a permit has already been granted or with the provision of city services in support of other scheduled special events; or
  - (g) The special event will have significant adverse impact upon residential or business access and traffic circulation in the same general venue.
- (5) With regard to the permitting of expressive activity special events where the provisions of this section conflict with the provisions in any other section of this chapter, the provisions of this section shall prevail. (Ord. 2901 § 1, 2012).

**5.46.140 Penalties for violation.**

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

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**The Marysville Municipal Code is current through Ordinance 3023, passed June 14, 2016.**

Disclaimer: The City Clerk's Office has the official version of the Marysville Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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# *Index #9*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: July 25, 2016**

<b>AGENDA ITEM:</b> Local Agency State Aid Project Prospectus and Local Agency State Funding Agreement with WSDOT for the Citywide Intersection Improvement Project	
<b>PREPARED BY:</b> Jesse Hannahs, Traffic Engineer	<b>DIRECTOR APPROVAL:</b>  JL
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> Vicinity Map Local Agency Project Prospectus Local Agency Funding Agreement	
<b>BUDGET CODE:</b> 30500030.563000, R1503	<b>AMOUNT:</b> N/A

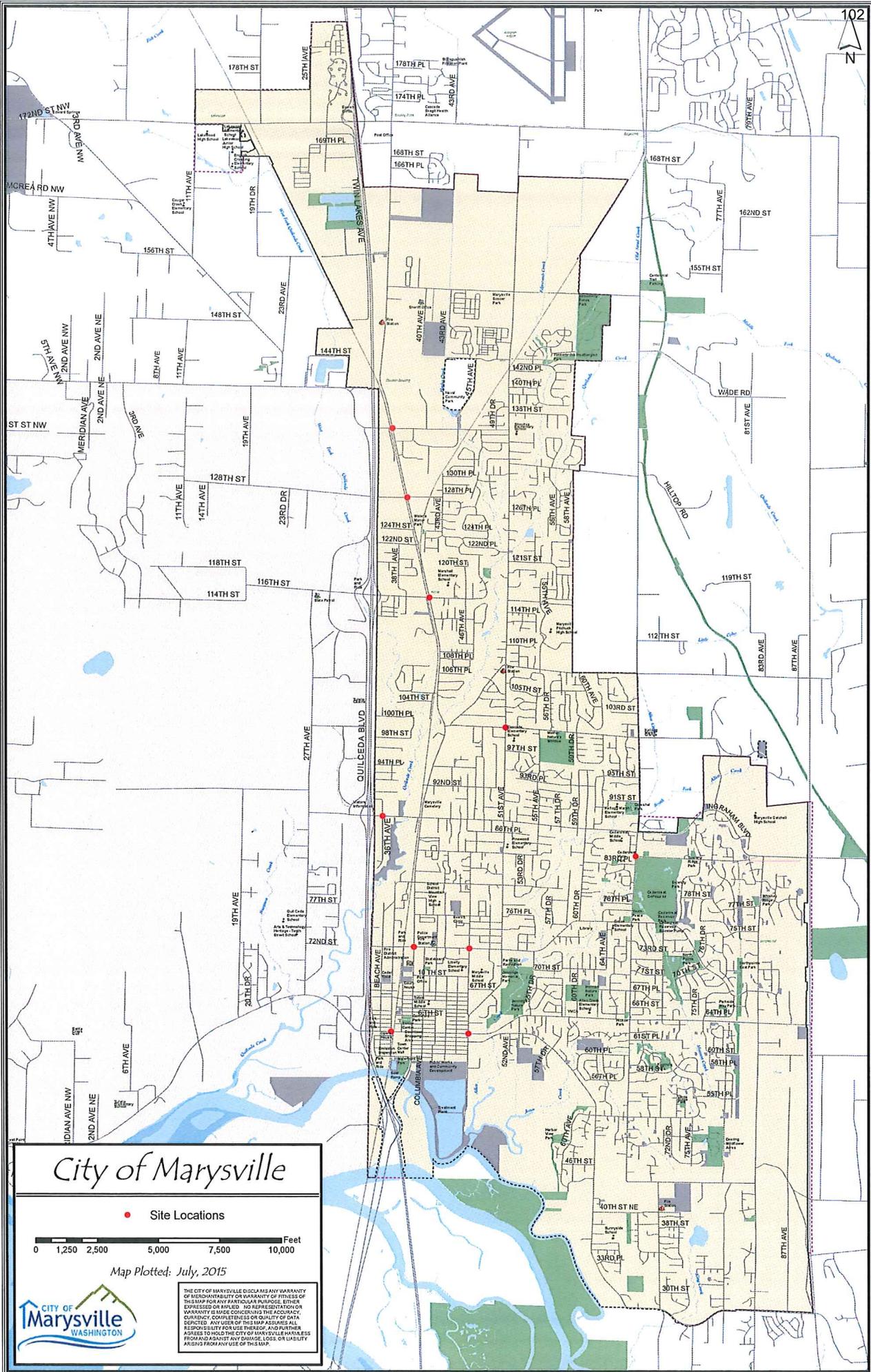
**SUMMARY:**

The City was awarded \$422,000 in federal funds (\$47,000 for design and \$375,000 for construction) under the WSDOT Highway Safety Improvement Program (HSIP) for the Citywide Intersection Improvement Project. The City is required to provide a 10% match for design. The project will improve traffic signal operations at seven intersections, increase visibility of traffic signal heads with the installation of reflective signal head backplates at two intersections and upgrade railroad/traffic signal interconnect equipment, circuitry and operations at four intersections. Signal operations will be improved with the installation of flashing yellow arrow (FYA) left turn signal displays at six intersections and installation of advanced vehicle detection at one State Avenue intersection.

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

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the Local Agency Federal Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby securing design funding for the Citywide Intersection Improvement Project.



**City of Marysville**

• Site Locations

0 1,250 2,500 5,000 7,500 10,000 Feet

Map Plotted: July, 2015

**CITY OF Marysville WASHINGTON**

THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS MAP FOR ANY PARTICULAR PURPOSE. EITHER EXPRESS OR IMPLIED, FOR REPAIRS OR OTHER WARRANTY, COMPLETION OR QUALITY OF DATA DEPICTED. ANY USER OF THIS MAP ASSUMES ALL RESPONSIBILITY FOR USE THEREOF, AND FURTHER AGREES TO HOLD THE CITY OF MARYSVILLE HARMLESS FROM AND AGAINST ANY DAMAGE, LOSS, OR LIABILITY ARISING FROM ANY USE OF THIS MAP.



Prefix		Route	( )	Date	7/19/2016
Federal Aid Project Number				DUNS Number	
Local Agency Project Number	R1503	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Citywide Intersection Improvement Project		Start Latitude	N/A	Start Longitude	N/A
		End Latitude	N/A	End Longitude	N/A
Project Termini From - To N/A N/A		Nearest City Name Marysville		Project Zip Code (+ 4) 98270	
Begin Mile Post N/A	End Mile Post N/A	Length of Project N/A		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 0745	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 10,38,39,44		Congressional District(s) 2		Urban Area Number 1

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$53,200	\$6,200	\$47,000	September	2016
R/W	\$2,000	\$2,000		November	2016
Const.	\$375,000		\$375,000	April	2017
<b>Total</b>	<b>\$430,200</b>	<b>\$8,200</b>	<b>\$422,000</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width N/A	Number of Lanes N/A
<p>Left turn signal phasing at six intersections is currently either permissive only with three section signal heads or protected/permissive with five section doghouse style signal heads. FYA dleft turn phasing has been shown to provide greater intersection safety. One intersection slated for advance vehicle detection currently has no advanced detection upon the arterial approaches with a 35 mph speed limit. Advance detection will provide increase safety through better signal operations. Two intersections currently have black backplates with no reflective tape. Reflective tape will provide greater signal visibility. Four intersections currently have simultaneous railroad/traffic signal interconnection circuitry only. Work will enable additional safety circuits for preemption.</p>	

**Description of Proposed Work**

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

Improve signal operations at 7 intersections (flashing yellow arrow (FYA) left turn signal displays at 6 intersections and advanced vehicle detection at 1 intersection), increase visibility of traffic signal heads (reflective signal head backplates) at 2 intersections and upgrade railroad/traffic signal interconnect at four intersections.

Local Agency Contact Person Jeff Laycock, PE	Title City Engineer	Phone 363-363-8274
Mailing Address 80 Columbia Ave	City Marysville	State WA
		Zip Code 98270

By  \_\_\_\_\_

Project Prospectus Approval

Title City Engineer Date 7/20/16

Approving Authority \_\_\_\_\_

Agency City of Marysville	Project Title Citywide Intersection Improvement Project	Date 7/19/2016
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	N/A	N/A

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

Performance of Work		
Preliminary Engineering Will Be Performed By Agency Staff	Others 0 %	Agency 100 %
Construction Will Be Performed By Contractor to be determined by low-bid process	Contract 100 %	Agency 0 %

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

Environmental Considerations  
 Project scope is exempt from NEPA and SEPA however would be reevaluated if scope of work were to be altered.

Agency City of Marysville	Project Title Citywide Intersection Improvement Project	Date 7/19/2016
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**Right of Way**

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
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**Utilities**

No utility work required  
 All utility work will be completed prior to the start of the construction contract  
 All utility work will be completed in coordination with the construction contract

**Railroad**

No railroad work required  
 All railroad work will be completed prior to the start of the construction contract  
 All railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

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

Remarks

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

Agency City of Marysville

Date \_\_\_\_\_

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

# Local Agency Agreement

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

<b>CFDA No. 20.205</b> (Catalog of Federal Domestic Assistance) <b>Project No.</b> _____ <b>Agreement No.</b> _____ For OSC WSDOT Use Only
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The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

## Project Description

Name Citywide Intersection Improvement Project Length N/A  
 Termini N/A

## Description of Work

Improve signal operations at 7 intersections (flashing yellow arrow (FYA) left turn signal displays at 6 intersections and advanced vehicle detection at 1 intersection), increase visibility of traffic signal heads (reflective signal head backplates) at 2 intersections and ungrade railroad/traffic signal interconnect at four intersections.

Project Agreement End Date: April 30, 2018  
 Proposed Advertisement Date: \_\_\_\_\_

Claiming Indirect Cost Rate

Yes  No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
<b>PE</b>			
<u>90</u> % a. Agency	52,223.00	5,223.00	47,000.00
b. Other			
c. Other			
Federal Aid Participation Ratio for PE			
d. State <i>Non-Participating</i>	1,000.00	1,000.00	
e. Total PE Cost Estimate (a+b+c+d)	53,223.00	6,223.00	47,000.00
<b>Right of Way</b>			
<u>0</u> % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
<b>Construction</b>			
k. Contract			
l. Other			
m. Other			
n. Other			
<u>0</u> % o. Agency			
Federal Aid Participation Ratio for CN			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	53,223.00	6,223.00	47,000.00

Agency Official

Washington State Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Director, Local Programs

Date Executed \_\_\_\_\_

**State Ad and Award**

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

**Local Force or Local Ad and Award**

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

**Provisions**

**I. Scope of Work**

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

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

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

**II. Delegation of Authority**

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

**III. Project Administration**

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

**IV. Availability of Records**

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

**V. Compliance with Provisions**

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

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

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

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

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

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

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

## **VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

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

### **1. Project Construction Costs**

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

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

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

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

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

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

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

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

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

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

## **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## **IX. Payment of Billing**

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

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

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

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

## XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

## XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

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

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

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

## XIII. Liquidated Damages

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

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

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

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

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

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

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

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

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

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

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

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

#### **XVII. Assurances**

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

### **Additional Provisions**

# *Index #10*

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

**CITY COUNCIL MEETING DATE: July 25<sup>th</sup>, 2016**

<b>AGENDA ITEM:</b> Professional Services Agreement – Carroll’s Creek Emergency Generator	
<b>PREPARED BY:</b> Adam Benton, Project Engineer	<b>DIRECTOR APPROVAL:</b>  JL
<b>DEPARTMENT:</b> Public Works, Engineering	
<b>ATTACHMENTS:</b> 2 Original Copies of the Professional Services Agreement, Exhibit A - Scope of Services	
<b>BUDGET CODE:</b> 40230594.563000, S1601	<b>AMOUNT:</b> \$102,021.00

**SUMMARY:**

This Professional Services Agreement will provide the City with design, engineering, bidding support and construction oversight services for the Carrol’s Creek lift station emergency generator. Design and engineering will also be completed for the Cedarcrest Vista and Kellogg Ridge lift stations under this agreement. These sites will serve as alternates if construction at Carroll’s Creek is deemed to be too complicated or costly. The recommended consultant for this work is Stantec Consulting Services Inc. After following the City’s consultant selection process for professional services, staff ultimately determined that Stantec Consulting Services Inc. was best-suited for this project.

It is staff’s opinion that the negotiated fee of \$102,021.00 is fair and consistent with industry standard for the type of work at hand. In light of these facts, staff is confident that the City would be well-served by Stantec Consulting Services Inc. as it relates to this project.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and Stantec Consulting Services Inc. in the amount of \$102,021.00.
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND STANTEC CONSULTING SERVICES 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 Stantec Consulting Services Inc., a New York Corporation licensed to do business in Washington State (“Consultant”).

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

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services regarding the design and construction oversight of a stationary diesel fueled generator installation at the Carroll’s Creek Lift Station, including electrical system modifications to connect the generator to the station via an automatic transfer switch as described in Article II. This Agreement also provides for the design of stationary diesel fueled generators at two alternate locations, Cedarcrest Vista and Kellogg Ridge 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 26<sup>th</sup>, 2016 and shall terminate at midnight, December 31<sup>st</sup>, 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)*

Will 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, em-ployees 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. 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 **\$102,021.00** 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:

**Adam Benton**  
**Project Engineer**  
**80 Columbia Avenue**  
**Marysville, WA 98270**

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

**Darold Woodward**  
**Senior Project Manager**  
**11130 NE 30<sup>th</sup> Place, Suite 200**  
**Bellevue, WA 98004**

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

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

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

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

**V.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

### **V.5 SEVERABILITY**

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

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

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

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

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

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

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

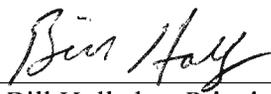
V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

CITY OF MARYSVILLE

STANTEC CONSULTING SERVICES INC.

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

By  \_\_\_\_\_  
Bill Holladay, Principal

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

**Exhibit A**  
**Scope of Services**

## **Exhibit A Scope of Work**

### **City of Marysville Wastewater Pump Station Generator Upgrades**

The City of Marysville is hereby referred to as “the City” and Stantec is referred to as “the Consultant.”

#### **Project Description**

This project involves the construction of a stationary electric generator at one City wastewater pump station site along with design of installations at two additional sites:

1. Carroll’s Creek – 18111 25th Ave NE
2. Cedarcrest Vista – 8102 67th Ave NE
3. Kellogg Ridge – 6618 105<sup>th</sup> St NE

The project includes the design of a fixed diesel fueled generator installation along with electrical system modifications to connect the generator to the station via an automatic transfer switch. The generator will be specified as an integrated manufacturer’s package including a fuel tank from the manufacturer.

#### **Project Deliverables**

All draft and final deliverables are to be provided to the City in the following formats:

1. PDF documents suitable for printing and reproduction

The City will create and distribute additional copies of the deliverables as required.

#### **Task 100 – Project Management**

##### **Services**

The Consultant shall organize, manage, and coordinate the disciplines required to accomplish the services required for this project. The Consultant shall coordinate its work with efforts performed by City staff. The Consultant shall provide project management and contract administration services.

1. Prepare agendas and draft and final meeting notes and attend project team management meetings with City staff to be held every four weeks by telephone. The initial kickoff meeting will be held in person in City offices.
2. Prepare and attend internal project team meetings required for team communication and discussion of key issues/solutions. Minutes for the significant meetings will be kept.

3. Prepare monthly invoices and progress reports. Progress reports to include a description of completed work, upcoming work, and schedule and budget status.
4. Email communication with City on a weekly basis to address project status and issues and phone communication as needed regarding specific project tasks.
5. Manage internal staff and compliance with Stantec Project Management and Quality practices.

### **City Responsibilities**

1. Attend Team meetings
2. Review and comment on draft meeting minutes
3. Review status memos and process invoices

### **Deliverables**

1. Meeting agendas and notes, including revisions as required
2. Monthly invoices and progress reports as described above

### **Task 200 – Initial Design (30%)**

The Consultant shall provide the following services for the initial design of the generator installations. Related services such as survey and geotechnical investigation, and preparation of a basis of design memorandum are included in this task.

### **Services**

The Consultant shall provide the following services for the initial design generator services.

1. Survey and geotechnical investigation to support structural design
2. Develop a basis of design memorandum documenting basic electrical, mechanical, and structural design choices and selections including electrical system configuration and other key project features.
3. Preliminary site plan layouts for the station

The survey effort includes the following elements:

- Survey tasks for field control and topographic surveying (including any traffic control and/or safety compliance requirements within City, County or State rights-of-way)
- Survey research
- Calculations
- Office support and base mapping
- Development of survey data for use in the preparation of digital terrain model and AutoCAD base map for the project based upon discussions with the City
- Horizontal and vertical control tied into local monumentation (Snohomish County, WSDOT, USCGS) and produced on Washington State Plane-North, NAD 83/91 for horizontal datum and NAVD 88 for vertical datum.

- Topographic survey to identify existing features features in the existing pump station sites for use as a base drawing for the design

The geotechnical investigation will include the following elements:

- Site investigation
- Drilling and soil sampling

### **City Responsibilities**

Provide requested information to Consultant including and not limited to:

1. CAD and drawing standards, if applicable
2. Record drawings of the station electrical system configurations and control panels – as these are unavailable for some sites, we anticipate that the City will inquire with the original panel manufacturer to request drawings.
3. Record drawings of the station construction projects indicating underground elements of the existing station piping, electrical, and communications systems.

### **Deliverables**

1. Basis of Design memorandum including engineer's opinion of probable construction costs
2. Survey field notes as required
3. Survey base CAD files to be used for design by the Consultant
4. Up to two legal description and drawing exhibits suitable for use in easement documents by the City
5. Geotechnical report

### **Assumptions**

1. The City will request and arrange for private and City utility locates and locate marks on the site for inclusion in base mapping
2. This survey effort will not produce a recorded boundary survey.

### **Task 300 – Final Design Carroll's Creek**

The Consultant shall provide the following services for the final design of the generator.

The anticipated drawing list for the project includes five sheets:

- Title/sheet list/location plan
- Electrical Legend
- Structural Notes
- Site plan and details including structural, electrical, and mechanical
- Electrical one line, control diagram and details

### **Services**

The Consultant shall provide the following services for the final design.

1. Development of plans and drawings as listed
2. Development of technical specifications for the generator, fuel system, and other project equipment and features
3. Development of an engineer's opinion of probably construction cost
4. Produce final Issued for Bid plans and specifications

#### **Deliverables**

1. PDF form Final Design (90%) plans, specifications and engineer's opinion of probable construction costs
2. PDF version of IFB plans and specifications for City use
3. One original signed version of IFB plans and specifications for City files

#### **Assumptions**

1. Landscape architecture design services and drawings are not included
2. Assistance with permitting is not included

### **Task 400 – Bidding Services Carroll's Creek**

#### **Services**

The Consultant shall provide the following support services related to this task:

1. Prepare responses to questions from bidders as required during the bid period
2. Bid evaluation assistance

#### **Deliverables**

The Consultant shall provide the following deliverables related to this task:

1. Email responses to questions from bidders as required during the bid period for the City's use in responding to bidders
2. Bid evaluation review email

#### **Assumptions**

1. The City will prepare and insert required bidding and contract documents including the Instructions to Bidders and standard City Terms and Conditions.
2. Advertisement, reproduction, and distribution of plans and specifications to bidders will be performed by the City.

### **Task 500 – Construction Services Carroll's Creek**

#### **Services**

The Consultant shall provide the following support services related to this task:

1. Review of shop drawings for the major equipment and materials specified for this project

- a. Generator and fuel tank
  - b. Control panel PLC connection drawings
2. Review and assistance with responses to up to two Contractor RFIs
3. Construction observation:
  - a. We have included hours for on-site construction observation by a member of the Stantec construction observation group. This will include review of site earthwork, foundation during construction, and equipment installation.
  - b. Each technical team member also will travel to the two sites for a final walk-through visit once construction is complete and prepare a construction punch-list.
  - c. Observation of Contractor demonstration of completed system including SCADA monitoring
4. Preparation of a set of record drawings based a revised set of the Consultant's original drawings. For features and information that was presented by the Contractor as part of shop drawings or equipment drawings, features on the record drawings will be marked as Superseded with an indication of where project record information is located.

#### **Deliverables**

1. Shop drawing review documents
2. RFI responses by email
3. Construction field reports
4. Preparation of punchlist items

#### **Assumptions**

1. Drawing revisions will not be required for RFI responses
2. At the City's option, specialty steel and concrete inspection and testing will be performed by others at the direction of the City.

#### **Task 600 – Final Design Cedarcrest Vista**

The Consultant shall provide the following services for the final design of the generator.

The anticipated drawing list for the project includes eleven sheets:

- Title/sheet list/location plan
- Electrical Legend
- Structural Notes
- Site plan and details including structural, electrical, and mechanical
- Electrical one line, control diagram and details

#### **Services**

The Consultant shall provide the following services for the final design.

1. Development of plans and drawings as listed

2. Development of technical specifications for the generator, fuel system, and other project equipment and features
3. Development of an engineer's opinion of probably construction cost
4. Produce final Issued for Bid plans and specifications

### **Deliverables**

1. PDF form Final Design (90%) plans, specifications and engineer's opinion of probable construction costs
2. PDF version of IFB plans and specifications for City use
3. One original signed version of IFB plans and specifications for City files

### **Assumptions**

3. Landscape architecture design services and drawings are not included
4. Assistance with permitting is not included

### **Task 700 – Final Design Kellogg Ridge**

The Consultant shall provide the following services for the final design of the generator.

The anticipated drawing list for the project includes eleven sheets:

- Title/sheet list/location plan
- Electrical Legend
- Structural Notes
- Site plan and details including structural, electrical, and mechanical
- Electrical one line, control diagram and details

### **Services**

The Consultant shall provide the following services for the final design.

1. Development of plans and drawings as listed
2. Development of technical specifications for the generator, fuel system, and other project equipment and features
3. Development of an engineer's opinion of probably construction cost
4. Produce final Issued for Bid plans and specifications

### **Deliverables**

1. PDF form Final Design (90%) plans, specifications and engineer's opinion of probable construction costs
2. PDF version of IFB plans and specifications for City use
3. One original signed version of IFB plans and specifications for City files

### **Assumptions**

1. Landscape architecture design services and drawings are not included

2. Assistance with permitting is not included

## **Exhibit A Scope of Work**

### **City of Marysville Wastewater Pump Station Generator Upgrades**

The City of Marysville is hereby referred to as “the City” and Stantec is referred to as “the Consultant.”

#### **Project Description**

This project involves the construction of a stationary electric generator at one City wastewater pump station site along with design of installations at two additional sites:

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3. Kellogg Ridge – 6618 105<sup>th</sup> St NE

The project includes the design of a fixed diesel fueled generator installation along with electrical system modifications to connect the generator to the station via an automatic transfer switch. The generator will be specified as an integrated manufacturer’s package including a fuel tank from the manufacturer.

#### **Project Deliverables**

All draft and final deliverables are to be provided to the City in the following formats:

1. PDF documents suitable for printing and reproduction

The City will create and distribute additional copies of the deliverables as required.

#### **Task 100 – Project Management**

##### **Services**

The Consultant shall organize, manage, and coordinate the disciplines required to accomplish the services required for this project. The Consultant shall coordinate its work with efforts performed by City staff. The Consultant shall provide project management and contract administration services.

1. Prepare agendas and draft and final meeting notes and attend project team management meetings with City staff to be held every four weeks by telephone. The initial kickoff meeting will be held in person in City offices.
2. Prepare and attend internal project team meetings required for team communication and discussion of key issues/solutions. Minutes for the significant meetings will be kept.

3. Prepare monthly invoices and progress reports. Progress reports to include a description of completed work, upcoming work, and schedule and budget status.
4. Email communication with City on a weekly basis to address project status and issues and phone communication as needed regarding specific project tasks.
5. Manage internal staff and compliance with Stantec Project Management and Quality practices.

### **City Responsibilities**

1. Attend Team meetings
2. Review and comment on draft meeting minutes
3. Review status memos and process invoices

### **Deliverables**

1. Meeting agendas and notes, including revisions as required
2. Monthly invoices and progress reports as described above

### **Task 200 – Initial Design (30%)**

The Consultant shall provide the following services for the initial design of the generator installations. Related services such as survey and geotechnical investigation, and preparation of a basis of design memorandum are included in this task.

### **Services**

The Consultant shall provide the following services for the initial design generator services.

1. Survey and geotechnical investigation to support structural design
2. Develop a basis of design memorandum documenting basic electrical, mechanical, and structural design choices and selections including electrical system configuration and other key project features.
3. Preliminary site plan layouts for the station

The survey effort includes the following elements:

- Survey tasks for field control and topographic surveying (including any traffic control and/or safety compliance requirements within City, County or State rights-of-way)
- Survey research
- Calculations
- Office support and base mapping
- Development of survey data for use in the preparation of digital terrain model and AutoCAD base map for the project based upon discussions with the City
- Horizontal and vertical control tied into local monumentation (Snohomish County, WSDOT, USCGS) and produced on Washington State Plane-North, NAD 83/91 for horizontal datum and NAVD 88 for vertical datum.

- Topographic survey to identify existing features features in the existing pump station sites for use as a base drawing for the design

The geotechnical investigation will include the following elements:

- Site investigation
- Drilling and soil sampling

### **City Responsibilities**

Provide requested information to Consultant including and not limited to:

1. CAD and drawing standards, if applicable
2. Record drawings of the station electrical system configurations and control panels – as these are unavailable for some sites, we anticipate that the City will inquire with the original panel manufacturer to request drawings.
3. Record drawings of the station construction projects indicating underground elements of the existing station piping, electrical, and communications systems.

### **Deliverables**

1. Basis of Design memorandum including engineer's opinion of probable construction costs
2. Survey field notes as required
3. Survey base CAD files to be used for design by the Consultant
4. Up to two legal description and drawing exhibits suitable for use in easement documents by the City
5. Geotechnical report

### **Assumptions**

1. The City will request and arrange for private and City utility locates and locate marks on the site for inclusion in base mapping
2. This survey effort will not produce a recorded boundary survey.

### **Task 300 – Final Design Carroll's Creek**

The Consultant shall provide the following services for the final design of the generator.

The anticipated drawing list for the project includes five sheets:

- Title/sheet list/location plan
- Electrical Legend
- Structural Notes
- Site plan and details including structural, electrical, and mechanical
- Electrical one line, control diagram and details

### **Services**

The Consultant shall provide the following services for the final design.

1. Development of plans and drawings as listed
2. Development of technical specifications for the generator, fuel system, and other project equipment and features
3. Development of an engineer's opinion of probably construction cost
4. Produce final Issued for Bid plans and specifications

#### **Deliverables**

1. PDF form Final Design (90%) plans, specifications and engineer's opinion of probable construction costs
2. PDF version of IFB plans and specifications for City use
3. One original signed version of IFB plans and specifications for City files

#### **Assumptions**

1. Landscape architecture design services and drawings are not included
2. Assistance with permitting is not included

### **Task 400 – Bidding Services Carroll's Creek**

#### **Services**

The Consultant shall provide the following support services related to this task:

1. Prepare responses to questions from bidders as required during the bid period
2. Bid evaluation assistance

#### **Deliverables**

The Consultant shall provide the following deliverables related to this task:

1. Email responses to questions from bidders as required during the bid period for the City's use in responding to bidders
2. Bid evaluation review email

#### **Assumptions**

1. The City will prepare and insert required bidding and contract documents including the Instructions to Bidders and standard City Terms and Conditions.
2. Advertisement, reproduction, and distribution of plans and specifications to bidders will be performed by the City.

### **Task 500 – Construction Services Carroll's Creek**

#### **Services**

The Consultant shall provide the following support services related to this task:

1. Review of shop drawings for the major equipment and materials specified for this project

- a. Generator and fuel tank
  - b. Control panel PLC connection drawings
2. Review and assistance with responses to up to two Contractor RFIs
3. Construction observation:
  - a. We have included hours for on-site construction observation by a member of the Stantec construction observation group. This will include review of site earthwork, foundation during construction, and equipment installation.
  - b. Each technical team member also will travel to the two sites for a final walk-through visit once construction is complete and prepare a construction punch-list.
  - c. Observation of Contractor demonstration of completed system including SCADA monitoring
4. Preparation of a set of record drawings based a revised set of the Consultant's original drawings. For features and information that was presented by the Contractor as part of shop drawings or equipment drawings, features on the record drawings will be marked as Superseded with an indication of where project record information is located.

### **Deliverables**

1. Shop drawing review documents
2. RFI responses by email
3. Construction field reports
4. Preparation of punchlist items

### **Assumptions**

1. Drawing revisions will not be required for RFI responses
2. At the City's option, specialty steel and concrete inspection and testing will be performed by others at the direction of the City.

### **Task 600 – Final Design Cedarcrest Vista**

The Consultant shall provide the following services for the final design of the generator.

The anticipated drawing list for the project includes eleven sheets:

- Title/sheet list/location plan
- Electrical Legend
- Structural Notes
- Site plan and details including structural, electrical, and mechanical
- Electrical one line, control diagram and details

### **Services**

The Consultant shall provide the following services for the final design.

1. Development of plans and drawings as listed

2. Development of technical specifications for the generator, fuel system, and other project equipment and features
3. Development of an engineer's opinion of probably construction cost
4. Produce final Issued for Bid plans and specifications

#### **Deliverables**

1. PDF form Final Design (90%) plans, specifications and engineer's opinion of probable construction costs
2. PDF version of IFB plans and specifications for City use
3. One original signed version of IFB plans and specifications for City files

#### **Assumptions**

3. Landscape architecture design services and drawings are not included
4. Assistance with permitting is not included

### **Task 700 – Final Design Kellogg Ridge**

The Consultant shall provide the following services for the final design of the generator.

The anticipated drawing list for the project includes eleven sheets:

- Title/sheet list/location plan
- Electrical Legend
- Structural Notes
- Site plan and details including structural, electrical, and mechanical
- Electrical one line, control diagram and details

#### **Services**

The Consultant shall provide the following services for the final design.

1. Development of plans and drawings as listed
2. Development of technical specifications for the generator, fuel system, and other project equipment and features
3. Development of an engineer's opinion of probably construction cost
4. Produce final Issued for Bid plans and specifications

#### **Deliverables**

1. PDF form Final Design (90%) plans, specifications and engineer's opinion of probable construction costs
2. PDF version of IFB plans and specifications for City use
3. One original signed version of IFB plans and specifications for City files

#### **Assumptions**

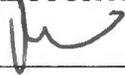
1. Landscape architecture design services and drawings are not included

2. Assistance with permitting is not included

# *Index #11*

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

**CITY COUNCIL MEETING DATE: 7/25/2016**

AGENDA ITEM: Surplus Vehicles and Equipment	
PREPARED BY: Doug Bye, Public Works Superintendent DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: Resolution declaring certain items to be surplus.	
BUDGET CODE: 501186365.359000 (Fleet Replacement Fund)	AMOUNT: TBD

**SUMMARY:**

Fleet Services is requesting to surplus Vehicles and Equipment as shown on the attached resolution.

The surplus vehicles will be auctioned off at the next available opportunity and proceeds from the sales will be placed in the fleet services replacement fund.

**RECOMMENDED ACTION:**

Staff recommends that Council Authorize the Mayor to sign Resolution No. \_\_\_\_\_, declaring items of personal property to be surplus and authorizing the sale or disposal thereof.

CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

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

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

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

Asset #	Year	Description	Serial #	Quantity
P116	2005	Ford Crown Victoria	2FAHP71W85X150785	1
P123	2007	Ford Crown Victoria	2FAHP71WX7X135952	1
P141	2006	Ford Crown Victoria	2FAHP71W96X140607	1
03644	1999	Summa Sign Pro T1400 Sign Cutter (54")	770107-10013	1
W-06	1994	Valve Actuator	4402	1
W-03	1996	Barrel Lift – Model M478	87853	1
W22	1990	Ariens Walk Behind Mower	NA	1
02269	2004	Wemco 25.5hp Pump	9311624-1	1
02270	2004	Wemco 25.5hp Pump	9311624-2	1
02271	2004	Wemco 25.5hp Pump	9311624-3	1
02253	1994	Milton Roy Chemical Pump	204637-2	1
02254	1994	Milton Roy Chemical Pump	204637-1	1

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

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_\_ day of

\_\_\_\_\_ 2016.

CITY OF MARYSVILLE

\_\_\_\_\_  
MAYOR

Attest:

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

Approved as to Form:

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

# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL****EXECUTIVE SUMMARY FOR ACTION****CITY COUNCIL MEETING DATE: 7/25/16**

<b>AGENDA ITEM:</b>	
Ordinance to Refund \$5,300,000 of bonds to obtain lower interest rate	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Sandy Langdon/Jon Walker	
<b>DEPARTMENT:</b>	
Finance/Legal	
<b>ATTACHMENTS:</b>	
Ordinance	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

This ordinance authorizes the sale and delivery of one or more series of limited tax general obligation bonds in the aggregate principal amount not to exceed \$5,300,000 to provide funds necessary to pay the costs of refunding all or a portion of the City's outstanding callable Limited Tax General Obligation Bonds, Series 2007A. This will allow the city to refinance these bonds at a lower interest rate, resulting in a cost-savings for the city.

**RECOMMENDED ACTION:**

Staff recommends that the Council consider approving the ordinance authorizing the sale and delivery of general obligation bonds in an amount not to exceed \$5,300,000.

## CITY OF MARYSVILLE, WASHINGTON

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of one or more series of limited tax general obligation bonds in the aggregate principal amount not to exceed \$5,300,000 to provide funds necessary to pay the costs of refunding all or a portion of the City's outstanding callable Limited Tax General Obligation Bonds, Series 2007A; fixing or setting parameters with respect to certain terms and covenants of the bonds; providing for and authorizing the purchase of certain obligations out of the proceeds of the sale of the bonds and for the use and application of the money derived from those investments; authorizing the execution of one or more agreements with a refunding escrow agent or trustee; providing for the call, payment and redemption of the outstanding bonds to be refunded; appointing the City's designated representative to approve the final terms of the sale of the bonds and to take certain other actions with respect to carrying out the refunding and issuance of the bonds; and providing for other related matters.

Passed July 25, 2016

*This document prepared by:*

*Foster Pepper PLLC  
1111 Third Avenue, Suite 3000  
Seattle, Washington 98101  
(206) 447-4400*

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Exhibit C	Form of Disclosure Policy	

*\*The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

## CITY OF MARYSVILLE, WASHINGTON

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Marysville, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of one or more series of limited tax general obligation bonds in the aggregate principal amount not to exceed \$5,300,000 to provide funds necessary to pay the costs of refunding all or a portion of the City's outstanding callable Limited Tax General Obligation Bonds, Series 2007A; fixing or setting parameters with respect to certain terms and covenants of the bonds; providing for and authorizing the purchase of certain obligations out of the proceeds of the sale of the bonds and for the use and application of the money derived from those investments; authorizing the execution of one or more agreements with a refunding escrow agent or trustee; providing for the call, payment and redemption of the outstanding bonds to be refunded; appointing the City's designated representative to approve the final terms of the sale of the bonds and to take certain other actions with respect to carrying out the refunding and issuance of the bonds; and providing for other related matters.

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

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “*2007A Bond Ordinance*” means Ordinance No. 2700 of the City authorizing the issuance of the 2007A Bonds.

(b) “*2007A Bonds*” means the City's Limited Tax General Obligation Bonds, Series 2007A, issued pursuant to the 2007A Bond Ordinance.

(c) “*Acquired Obligations*” means the Government Obligations used to accomplish the Refunding Plan.

(d) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity of a Series.

(e) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(f) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.

(g) “*Bond Counsel*” means the firm of Foster Pepper PLLC, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(h) “*Bond Fund*” means the Limited Tax General Obligation Refunding Bond Fund, 2016 of the City created for the payment of principal of and interest on the Bonds.

(i) “*Bond Purchase Agreement*” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance. In the case of a competitive sale, the official notice of sale, the Purchaser’s bid and the award by the City shall constitute the Bond Purchase Agreement for purposes of this ordinance.

(j) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(k) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(l) “*City*” means the City of Marysville, Washington, a code city duly organized and existing under the laws of the State.

(m) “*City Contribution*” means legally available money of the City, in addition to proceeds of the Bonds, necessary or advisable to accomplish the Refunding Plan, as determined by the Designated Representative.

(n) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(o) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(p) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(q) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(r) “*Final Terms*” means the terms and conditions for the sale of a Series of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds (if the refunding bonds are issued for savings purposes).

(s) “*Finance Officer*” means the Finance Director or such other officer of the City who succeeds to substantially all of the responsibilities of that office.

(t) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(u) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(v) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(w) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated November 14, 1997, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(x) “*MSRB*” means the Municipal Securities Rulemaking Board.

(y) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(z) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(aa) “*Purchaser*” means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, underwriter or private placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of any Series of the Bonds.

(bb) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(cc) “*Record Date*” means the Bond Registrar’s close of business on the 15<sup>th</sup> day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(dd) “*Redemption Date*” means December 1, 2017.

(ee) “*Refunded Bonds*” means all or a portion of the Refunding Candidates selected by the Designated Representative to be refunded with the proceeds of a Series of the Bonds.

(ff) “*Refunding Candidates*” means the 2007A Bonds maturing on and after December 1, 2018.

(gg) “*Refunding Plan*” means (as further described in the applicable Refunding Trust Agreement):

(1) the deposit with the Refunding Trustee of an amount of proceeds of a Series of the Bonds sufficient (together with the City Contribution, if necessary) to acquire

the Acquired Obligations to be held by the Refunding Trustee with cash, if necessary;

- (2) the application of the principal of and interest on the Acquired Obligations (and any other cash balance) to the payment of principal of and interest on the Refunded Bonds when due up to and including the Redemption Date, and the call, payment and redemption of the then-outstanding Refunded Bonds on the Redemption Date at a price of par; and
- (3) the payment of costs of issuing the Series of the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan.

(hh) “*Refunding Trust Agreement*” means a refunding trust or escrow agreement between the City and the Refunding Trustee, dated as of the Issue Date of each Series of the Bonds, providing for the carrying out of the Refunding Plan.

(ii) “*Refunding Trustee*” means the trustee or escrow agent, or any successor trustee or escrow agent, designated by the Designated Representative to serve as refunding trustee to carry out the Refunding Plan.

(jj) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book–entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(kk) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(ll) “*SEC*” means the United States Securities and Exchange Commission.

(mm) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(nn) “*Series of the Bonds*” or “*Series*” means a series of Bonds issued pursuant to this ordinance.

(oo) “*State*” means the State of Washington.

(pp) “*System of Registration*” means the system of registration for the City’s bonds and other obligations set forth in Ordinance No. 1405 of the City.

(qq) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

(rr) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 17 of this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *The 2007A Bonds.* Pursuant to the 2007A Bond Ordinance, the City issued the 2007A Bonds for the purpose of paying the costs of transportation projects for the City, including reconstruction of primary corridors and construction of “missing links” within the City’s infrastructure. The City reserved the right to redeem the 2007A Bonds maturing on or after December 1, 2018, prior to their maturity on or after December 1, 2017, at a price of par plus accrued interest to the date fixed for redemption. There are presently outstanding \$4,885,000 principal amount of callable 2007A Bonds maturing on December 1 of each of the years 2018 through 2019, inclusive, 2022 through 2025, inclusive, and 2027, and bearing various interest rates from 4.00% to 4.375%.

(b) *The Refunding.* After due consideration, it appears to the City Council that all or a portion of the Refunding Candidates may be refunded by the issuance and sale of the limited tax general obligation refunding bonds authorized herein so that a savings will be effected by the difference between the principal and interest cost over the life of the applicable Series of the Bonds and the principal and interest cost over the life of the applicable Refunded Bonds but for such refunding, which refunding will be effected by carrying out the Refunding Plan.

(c) *The Bonds.* For the purpose of providing the funds necessary to carry out the Refunding Plan and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the City’s Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in one or more Series in aggregate principal amount not to exceed \$5,300,000. The Bonds shall be issued to provide the funds necessary to carry out the Refunding Plan.

Section 4. Appointment of Designated Representative; Description of Bonds. The Finance Officer and the City’s Chief Administrator are each appointed as the Designated Representative of the City, both with the individual authority to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond

Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

#### Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and

the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate Of Authentication. This Bond is one of the fully registered City of Marysville, Washington, Limited Tax General Obligation Refunding Bonds, 2016.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A, if not previously redeemed under any optional redemption provisions or purchased and surrendered for cancellation under the provisions set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase prices) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the

manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Officer shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

**Section 9. Failure To Pay Bonds.** If the principal of any Bond is not paid when the Bond is properly presented at its maturity date or date fixed for redemption, the City shall be

obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 10. Bond Fund and Deposit of Bond Proceeds. The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

All proceeds of the Bonds shall be deposited with the Refunding Trustee and used to carry out the Refunding Plan as set forth in Section 15 of this ordinance.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Officer is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) A Series of the Bonds may be designated as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code, if the following conditions are met: ]

- (1) the Series does not constitute “private activity bonds” within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed \$10,000,000; and
- (3) the amount of tax-exempt obligations, including the Series, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed \$10,000,000.

Section 13. Amendatory and Supplemental Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 14. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or

defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 15. Refunding of the Refunded Bonds.

(a) *Appointment of the Refunding Trustee; Selection of Refunded Bonds.* The Designated Representative is authorized to appoint the Refunding Trustee and to select the Refunding Candidates to be refunded by each Series of the Bonds. The Designated Representative may choose to refund fewer than all of the Refunding Candidates. The Refunded Bonds, as selected by the Designated Representative, shall be identified in the applicable Bond Purchase Agreement and/or the applicable Refunding Trust Agreement.

(b) *Deposit of Bond Proceeds; Purchase of Acquired Obligations.* Proceeds from the sale of each Series of the Bonds in an amount sufficient to carrying out the applicable Refunding Plan shall be deposited immediately upon the receipt thereof with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds under the 2007A Bond Ordinance by providing for the payment of the amounts required to be paid by the Refunding Plan.

The Designated Representative is authorized for each Series of the Bonds to direct the Refunding Trustee to discharge such obligations by the Refunding Trustee's simultaneous purchase of Acquired Obligations, bearing interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amounts required to be paid by the Refunding Plan. The Acquired Obligations shall be listed and more particularly described in the Refunding Trust Agreement, but are subject to substitution as set forth below. The Designated Representative is authorized and directed to approve the Acquired Obligations, if any, to be purchased.

The Finance Officer is authorized to cause the City to transfer to the Refunding Trustee the City Contribution, if any, immediately preceding the Issue Date. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to carry out the Refunding Plan shall be returned to the City as soon as reasonably practicable following the Issue Date and used in accordance with this ordinance.

(c) *Substitution of Acquired Obligations.* Prior to the purchase of any Acquired Obligations, the City reserves the right to substitute other noncallable, nonprepayable Government Obligations ("Substitute Obligations") for any of such Acquired Obligations if, (i) in the opinion of Bond Counsel the interest on the Bonds and the Refunded Bonds will remain excluded from gross income for federal income tax purposes under Sections 103, 148 and 149(d) of the Code, and (ii) such substitution will not impair the timely payment of the amounts required to be paid by the Refunding Plan, as verified by a nationally recognized independent certified public accounting firm. The City may use any savings created by the foregoing substitution to pay interest on the Bonds on the first interest payment date.

After the purchase of Acquired Obligations, if any, by the Refunding Trustee, the City reserves the right to substitute therefor money and/or Substitute Obligations subject to the conditions that such money or Substitute Obligations held by the Refunding Trustee will be

sufficient to carry out the Refunding Plan, that such substitution will not cause the Bonds and the Refunded Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and regulations thereunder in effect on the date of such substitution and applicable to obligations issued on the Issue Date, and that the City obtains, at its expense: (i) a verification by a nationally recognized independent certified public accounting firm confirming that the payments of principal of and interest on the Substitute Obligations, if paid when due, and any other money held by the Refunding Trustee will be sufficient to carry out the Refunding Plan; and (ii) an opinion from Bond Counsel to the effect that the disposition and substitution or purchase of such Substitute Obligations, under the statutes, rules and regulations then in force and applicable to the Bonds or the Refunded Bonds, will not cause the interest on the Bonds or the Refunded Bonds to be included in gross income for federal income tax purposes and that such disposition and substitution or purchase is in compliance with the statutes and regulations applicable to the Bonds or the Refunded Bonds. Any surplus money resulting from the sale, transfer, other disposition or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used to pay debt service on the Bonds.

(d) *Administration of Refunding Plan.* The Refunding Trustee is authorized and directed to purchase the Acquired Obligations (or Substitute Obligations) and to make the payments required to be made pursuant to the Refunding Plan from the Acquired Obligations (or Substitute Obligations) and money deposited with the Refunding Trustee pursuant to this ordinance and the Refunding Plan. All Acquired Obligations (or Substitute Obligations) and money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the 2007A Bond Ordinance, this ordinance, chapter 39.53 RCW and other applicable laws of the State and the Refunding Trust Agreement. All necessary and proper fees, compensation and expenses of the Refunding Trustee and all other costs incidental to the setting up of the escrow to accomplish the Refunding Plan and costs related to the issuance, sale and delivery of the Bonds, including bond printing, rating service fees, verification fees, Bond Counsel's fees and other related expenses, shall be paid out of the proceeds of the Bonds. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to purchase the Acquired Obligations and provide a beginning cash balance, if any, and pay the costs of issuance of the Bonds shall be returned to the District and deposited in the Bond Fund to pay debt service on the Bonds on the next payment date.

(e) *Authorization for Refunding Trust Agreement.* To carry out the Refunding Plan, the Designated Representative is authorized and directed to approve, execute and deliver to the Refunding Trustee the Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with the payment, redemption and retirement of the Refunded Bonds as provided herein and stating that the provisions for payment of the fees, compensation and expenses of the Refunding Trustee set forth therein are satisfactory to it. Prior to executing the Refunding Trust Agreement, the Designated Representative is authorized to make such changes therein that do not change the substance and purpose thereof or that assure that the escrow provided therein and the Bonds are in compliance with the requirements of federal law governing the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(f) *Call for Redemption of the Refunded Bonds.* Effective upon the Issue Date, the City calls for redemption all of the Refunded Bonds on the Redemption Date, at par plus accrued interest. Such calls for redemption shall be irrevocable after the delivery of the Bonds to the Purchaser. The date on which the Refunded Bonds are herein called for redemption is the first date on which the Refunded Bonds may be called. The Refunding Trustee is authorized and directed to give or cause to be given such notices as required, at the times and in the manner required, pursuant to the 2007A Bond Ordinance and the Refunding Trust Agreement in order to effect the redemption of the Refunded Bonds prior to their stated maturity dates.

(g) *Additional Findings.* Prior to the execution of any Bond Purchase Agreement, the Designated Representative must determine, on behalf of the City, that the issuance, sale and delivery of that particular Series of the Bonds will effect a net present value savings to the City and its taxpayers as set forth in paragraph (i)(3) of Exhibit A attached hereto. The City Council finds and determines that such net present value savings is a substantial savings and that achieving such net present value savings by issuing Bonds is in the best interest of the City and in the public interest. In making the finding and determination that the issuance, sale and delivery of a Series of the Bonds will effect the foregoing net present value savings, the Designated Representative shall give consideration to the fixed maturities of the Bonds of that Series and the Refunded Bonds to be refunded by such Series, the costs related to the issuance, sale and delivery of such Series and the known earned income from the investment of the proceeds of the issuance and sale of such Series and the City Contribution, if any, used in the Refunding Plan pending payment and redemption of the Refunded Bonds to be redeemed.

The Designated Representative further must find and determine that the money to be deposited with the Refunding Trustee to carry out the Refunding Plan will discharge and satisfy the obligations of the City under the 2007A Bond Ordinance with respect to the Refunded Bonds, and the pledges, charges, trusts, covenants and agreements of the City therein made or provided for as to the Refunded Bonds, and that the Refunded Bonds shall no longer be deemed to be outstanding under the 2007A Bond Ordinance immediately upon the deposit of such money with the Refunding Trustee.

#### Section 16. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale or by competitive sale in accordance with a notice of sale consistent with this ordinance, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that a Series of the Bonds is to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement for each Series of the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase

Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that a Series of the Bonds is to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth parameters for the Final Terms and any other bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of each Series of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall open bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and accept the winning bidder's offer to purchase that Series of the Bonds, with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate, consistent with the terms of this ordinance, and such award shall constitute the Bond Purchase Agreement. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City's best interest to do so. If all bids are rejected, that Series of the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 17. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of that final official statement to purchasers and potential purchasers of a Series of the Bonds.

(c) *Undertaking to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for a Series of the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of a Series of the Bonds in substantially the form attached as Exhibit B.

(d) *Disclosure Policy.* The Finance Director is authorized and directed to adopt and implement the City's written disclosure policy in substantially the form attached as Exhibit C to facilitate compliance by the City with securities laws and to promote best practices regarding disclosure.

Section 18. General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 19. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 20. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Marysville, Washington, at an open public meeting thereof, this 25<sup>th</sup> day of July, 2016.

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Mayor

ATTEST:

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Deputy City Clerk

APPROVED AS TO FORM:

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Bond Counsel

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**PARAMETERS FOR FINAL TERMS OF THE BONDS**

- (a) Principal Amount. The Bonds may be issued in one or more Series and shall not exceed the aggregate principal amount of \$5,300,000.
- (b) Date or Dates. Each Bond shall be dated the Issue Date, which date may not be later than one year after the effective date of this ordinance.
- (c) Denominations, Name, etc. The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.
- (d) Interest Rate(s). Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months, or such other method that may be set forth in a Bond Purchase Agreement for a direct placement) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 5.0%, and the true interest cost to the City for each Series of the Bonds may not exceed 2.5%.
- (e) Payment Dates. Interest shall be payable at fixed rates semiannually on dates acceptable to the Designated Representative, commencing no later than one year following the Issue Date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments, on dates acceptable to the Designated Representative.
- (f) Final Maturity. The Bonds shall mature no later than December 1, 2027.
- (g) Redemption Rights. The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:
- (1) Optional Redemption. Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date.
  - (2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior

to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

(h) Price.

The purchase price for each Series of the Bonds may not be less than 98% or more than 125% of the stated principal amount of that Series, and the underwriters' discount may not exceed 1.5% of the stated principal amount of that Series.

(i) Other Terms and Conditions.

(1) A Series of the Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date.

(2) The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

(3) Each Series of the Bonds shall produce a minimum net present value savings to the City and its taxpayers of 5% (as a percentage of the Refunded Bonds refunded by such Series). Net present value savings means the aggregate difference between (i) annual debt service on the Refunded Bonds to be refunded, less (ii) annual debt service on the corresponding Series of the Bonds (including expenses related to costs of issuance of that Series of the Bonds) discounted to the Issue Date using the yield on that Series of the Bonds as the discount rate, plus (iii) excess cash, if any, distributed to the City on the Issue Date, and less (iv) the amount of the City Contribution, if any, made on such Issue Date.

[Form of]  
**UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE**

**City of Marysville, Washington**  
**Limited Tax General Obligation Refunding Bonds, 2016**

The City of Marysville, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. \_\_\_ of the City (the “Bond Ordinance”).:

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b)(i) (“annual financial information”);
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(iii) Timely notice of a failure by the City to provide the required annual financial information described in paragraph (b)(i) on or before the date specified in paragraph (b)(ii).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

(i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time; (2) authorized, issued and outstanding balance of general obligation debt; and (3) [references to the specific sections of the Official Statement to be inserted upon publication of the Official Statement];

(ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City's fiscal year ending December 31, 2016; and

(iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

If not submitted as part of the annual financial information described in paragraph (b)(i) above, the City will provide or cause to be provided to the MSRB audited financial statements, when and if available.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City's obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Officer or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this Undertaking.

[Form of]  
**DISCLOSURE POLICY**

As an issuer of municipal securities, the City of Marysville, Washington (the “City”) is subject to the antifraud provisions of the Securities Act of 1933 and the Securities and Exchange Act of 1934 and the Securities Act of Washington (chapter 21.70 RCW). These acts impose various obligations on the City, including requiring disclosure of material information regarding its publicly-offered bonds to allow investors to make informed decisions. All documents and statements prepared or made in connection with the purchase or sale of the City’s securities cannot contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading.

This policy is designed to assist the City in its compliance with securities laws and to promote best practices regarding disclosure.

The City has three major disclosure obligations: (1) to prepare an official statement for all public offerings of its securities that is delivered to the underwriter(s) for distribution to potential and actual purchasers and that sets forth the terms of the securities and information regarding the City, (2) to provide ongoing disclosure in compliance with paragraph (b)(5) of Securities and Exchange Commission Rule 15c2-12 (“Rule 15c2-12”), and (3) if and when the City provides information that can reasonably be expected to be relied on by the market, to ensure that the information is not inaccurate or misleading.

**1. Official Statements and Other Disclosure Documents**

The City prepares an official statement for each publicly offered security offering. The City’s staff and the City’s bond counsel/underwriter/financial advisor are responsible for preparing the official statement. If the City requests a rating, a rating presentation is prepared.

**2. Procedure and Timeline for Preparing Official Statements**

In advance of each financing, the Finance Director determines the financing team, including members of the City’s staff, financial advisor(s), bond counsel and underwriters (for negotiated offerings only). Currently, the City’s bond counsel compiles official statements and the City’s underwriters and financial advisors compile the rating presentations. The Finance Director and respective preparers of the official statement and the rating presentation are responsible for providing drafts of the official statement or sections of the official statement, as appropriate, drafts of the rating presentation and investor presentation, if applicable, to the financing team and other City officials in a timely manner to provide adequate time for such individuals to perform a thorough review. The financial advisor or underwriter prepares a schedule for each financing, including dates for distributing drafts of the official statement and financing team calls and meetings to discuss the official statement.

The Finance Director shall provide certain sections of the disclosure documents to individuals with subject matter knowledge of that section for their review and comments.

The Finance Director shall review the disclosure documents to provide a broader perspective.

The City's City Council shall be given a copy of the official statement in advance of its publication and be given the opportunity to comment and ask questions.

**a. Training**

The City shall provide periodic training opportunities to staff who participate in the City's debt offerings regarding disclosure obligations and best practices. Such training sessions shall include education on the City's disclosure obligations under applicable securities laws and responsibilities and potential liabilities regarding such obligations.

**b. Document Retention**

The Finance Director shall with respect to each bond issue for as long those bonds remain outstanding, plus three years, printed copies of each preliminary and final official statement and any written certifications or opinions relating to disclosure matters. The Finance Director is not required to retain drafts of any disclosure materials.

**c. Certifications and Opinions**

In connection with the closing of bonds, the transcript will include a disclosure counsel opinion, if applicable, City attorney's certificate or opinion regarding litigation, and a certificate of the City regarding the official statement.

**3. Ongoing Disclosure**

Each time the City issues publicly-offered securities it enters into a written undertaking to provide continuing disclosure for the benefit of the holders and beneficial owners of the securities as required by Rule 15c2-12. The undertakings require the City not later than nine months after the end of each fiscal year, to provide to the MSRB an annual report consisting of the City's financial statements and specified historical financial and operating data. In each undertaking, the City also agrees to provide or cause to be provided, in a timely manner, not in excess of 10 business days after the occurrence of the event, to the MSRB notice of the occurrence of the "Listed Events," as defined in the undertaking.

The Finance Director is responsible for complying with each undertaking, including to file the annual reports within the specified time and to provide timely notice of any Listed Event. In addition, Finance Director is registered with EMMA and familiar with the filing requirements and procedures. The duty to comply with the undertaking shall be included in the Finance Director's job description. The Finance Director shall keep a record of each undertaking and a copy of each filing pursuant to the undertakings. Any failure to comply with an undertaking shall be disclosed in future City official statements for five years. The Finance Director shall sign up with EMMA for email reminders.

#### 4. Speaking to the Market

The SEC has stated that when a municipal issuer of outstanding securities provides “information to the public that is reasonably expected to reach investors and the trading market, those disclosures are subject to the antifraud provisions”; the information cannot be misleading or contain incorrect information. In order to violate the antifraud rules, the misrepresentation must be made publicly, must be material, must involve a security traded on an efficient market and must be such as would induce a reasonable, relying investor to misjudge the value of the security. Examples of information that could be relied on by investors in the City’s outstanding securities include ongoing disclosure filings, audited financial statements, investor presentations, and financial information posted on the City’s website.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF MARYSVILLE, WASHINGTON

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\_\_\_\_\_, Finance Director

## CERTIFICATION

I, the undersigned, Deputy City Clerk of the City of Marysville, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. \_\_\_\_ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on July 25, 2016, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date is July \_\_, 2016.

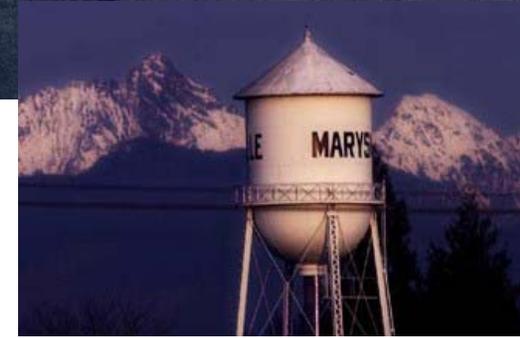
3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: July 25, 2016.

CITY OF MARYSVILLE, WASHINGTON

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April O'Brien, Deputy City Clerk



## Refunding Overview and Market Update



1200 Fifth Avenue, Suite 1220  
Seattle, Washington 98101

*July 25, 2016*

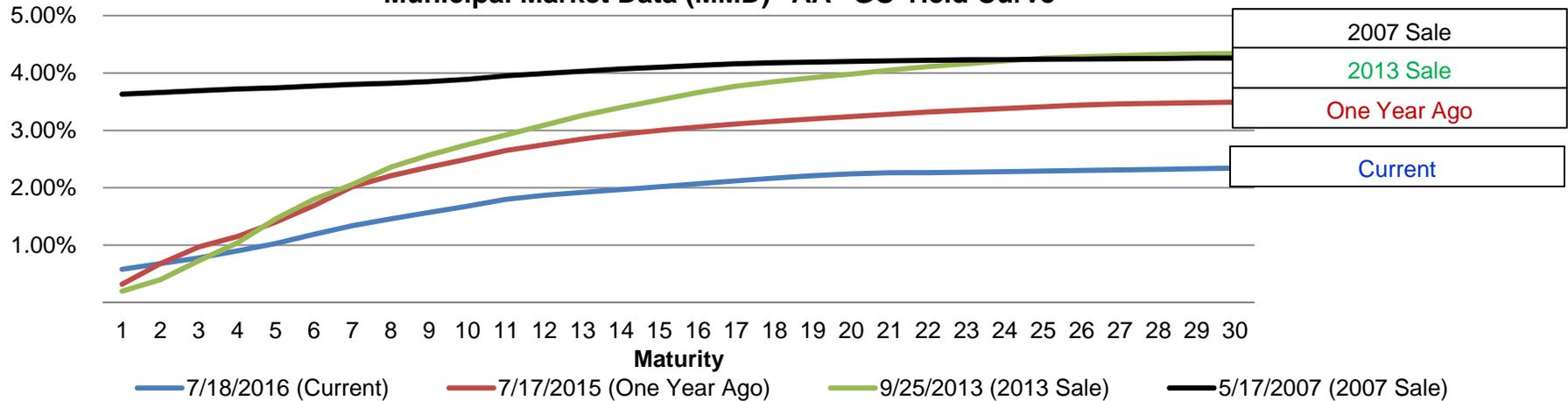


# Overview

- Market Update
- Outstanding City Debt
- Refunding Opportunity – 2007A LTGO Bonds
- Remaining Steps

# Market Update

**Municipal Market Data (MMD) "AA" GO Yield Curve**



**Bond Buyer 20-Bond GO Index vs. 30-Year Treasury**

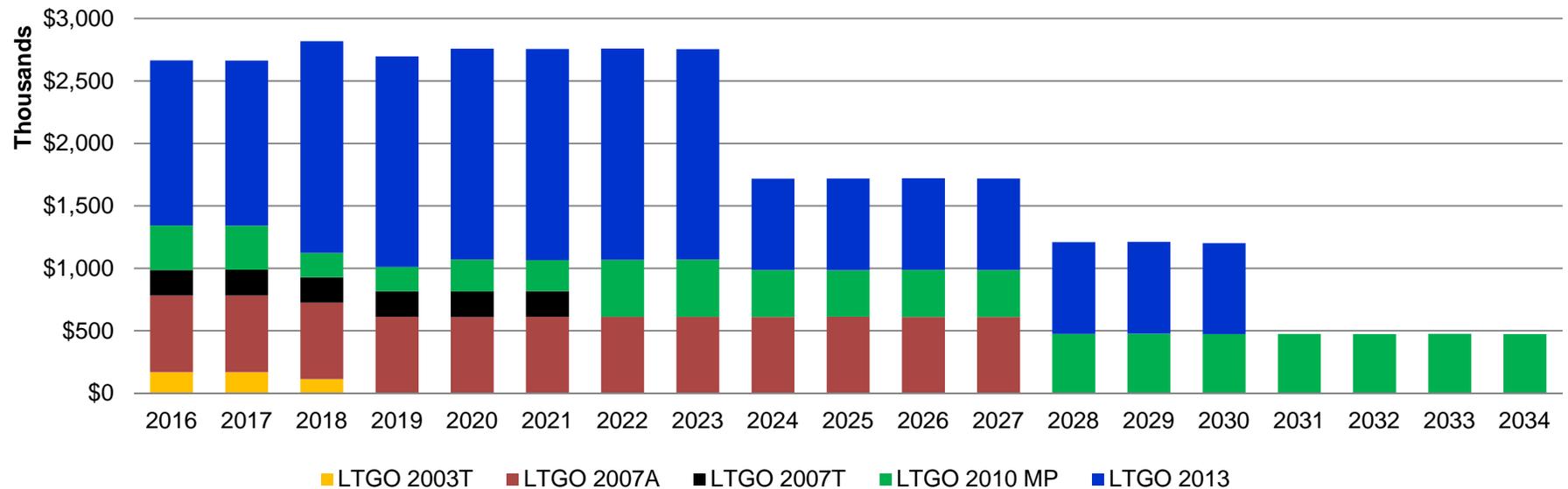


Source: TM3 and Bond Buyer

# Outstanding City Debt

Series	Purpose	Issue Size	Delivery Date	Final Maturity	Call Date	Outstanding Coupons	Outstanding Par
LTGO 2003T	Remodeling of the Pro-Shop/Restaurant	\$1,740,982	8/06/2003	08/1/2018	NC	5.250%	\$418,434
LTGO 2007A	Fund street improvements	8,045,000	5/30/2007	12/1/2027	12/01/17	4.000 - 4.375%	5,650,000
LTGO 2007T	Refund the City's outstanding 1997 LTGO Bonds	2,120,000	5/30/2007	12/1/2021	NC	5.250 - 5.434%	1,030,000
LTGO 2010 MP	Fund the acquisition of property and buildings for government activities, currently refund the 1998 LTGO Bonds	6,180,000	10/20/2010	12/1/2034	12/01/20	2.000 - 5.000%	4,690,000
LTGO 2013	Fund transportation projects, including repayment of interim financing; currently refund the 2003 LTGO Bonds	15,320,000	10/16/2013	12/1/2030	12/01/23	3.250 - 5.000%	13,950,000
<b>Total</b>							<b>\$25,738,434</b>

## City Debt Service



Note: Outstanding Debt as of July 18, 2016

# Refunding Opportunity – 2007A LTGO Bonds

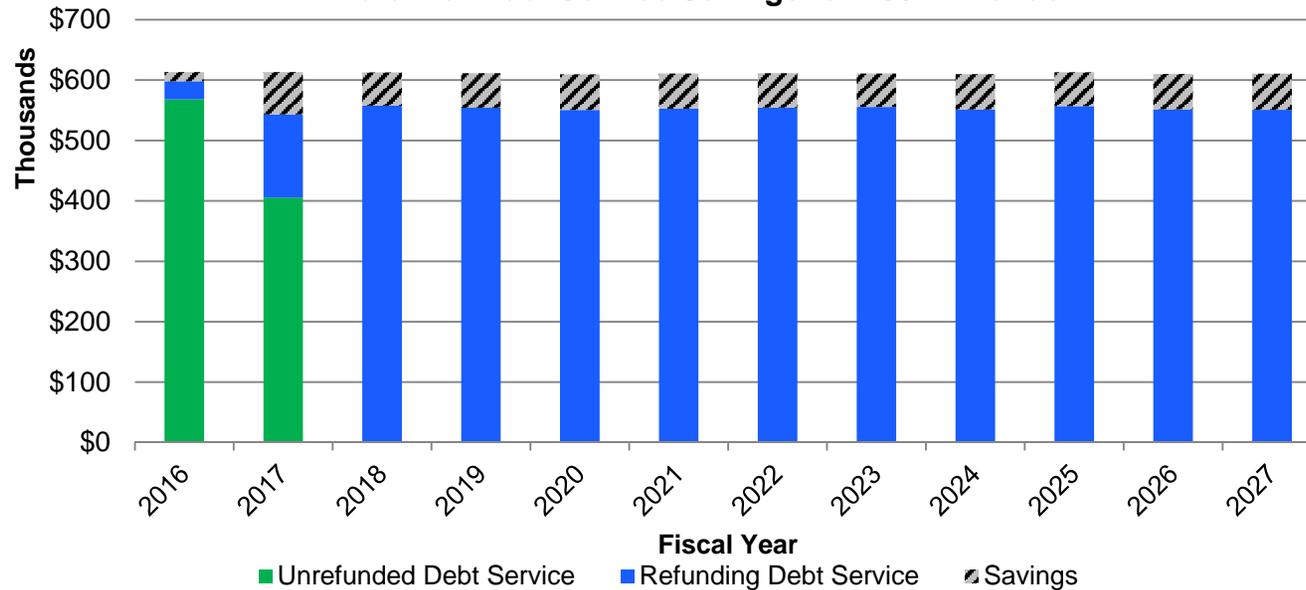
- On May 30, 2007 the City issued Limited Tax General Obligation Bonds, Series 2007A to fund street improvements
- \$4,885,000 of the bonds are callable and may be advance refunded at any time
  - Call Date: 12/1/17
  - Refundable Interest Rates: 4.000% - 4.375%

### Refunding Statistics

NPV Savings	\$608,621
NPV Savings %	12.46%
Avg. Annual Savings*	\$57,513
True Interest Cost	1.53%
Negative Arbitrage	\$55,115
Refunded Par	\$4,885,000
Refunding Par	\$4,705,000

\*Years 2018 to 2027

Potential Debt Service Savings for 2007A Bonds



Year	Savings
2016	\$15,191
2017	70,114
2018	55,114
2019	57,314
2020	59,014
2021	58,209
2022	56,994
2023	55,369
2024	58,581
2025	56,244
2026	58,494
2027	59,794
<b>Total</b>	<b>\$660,430</b>



Note: Market Rates as of July 18, 2016

# Next Steps

- To complete the refunding, the following steps are planned
  - **City Council adoption of bond ordinance – 7/25**
  - Rating agency review and rating assigned – By 8/4
  - Complete and post Preliminary Official Statement – By 8/5
  - Bond sale – Week of 8/15
  - Proceeds deposited into refunding escrow – 9/13
  - 2007A Bonds redeemed – 12/1/17



# Contact Information

## **PFM Financial Advisors, LLC**

1200 Fifth Avenue | Suite 1220 | Seattle, WA 98101 | [www.pfm.com](http://www.pfm.com)

### **Susan Musselman, Director**

(360) 445-0238 | [musselmans@pfm.com](mailto:musselmans@pfm.com)

### **Thomas Toepfer, Senior Managing Consultant**

(206) 858-5360 | [toepfert@pfm.com](mailto:toepfert@pfm.com)

### **Matt Langford, Analyst**

(206) 858-5366 | [langfordm@pfm.com](mailto:langfordm@pfm.com)



# *Index #15*

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

**CITY COUNCIL MEETING DATE: 07/25/16**

<b>AGENDA ITEM:</b> State Avenue/100 <sup>th</sup> St NE Water Main Repair Emergency Resolution	
<b>PREPARED BY:</b> Jeff Laycock, City Engineer	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works, Engineering	
<b>ATTACHMENTS:</b> A Resolution declaring an emergency and waiving the requirement for public bidding for water main repairs at State Ave and 100 <sup>th</sup> St NE.	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> N/A

**SUMMARY:**

The existing asbestos cement water main near 100<sup>th</sup> St NE and State Avenue ruptured on July 18, 2016. The water line was quickly isolated by crews. The eroded slope is currently barricaded off and covered with visqueen to prevent saturation of the soils which could lead to additional slope failure. Permanent repairs are currently being determined and will follow soon after the City enters into a contract with a general contractor capable of performing the emergency repairs to the water main and the eroded slope.

The process to develop plans and specifications followed by competitively bidding the repair project would take nearly three to six-months to complete. The repair of the water main is required to reinstate full operational capacity of the water system, assuring adequate pressure and fire flow to the City's customers, and to restore the slope to prevent any more failure to surrounding property.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the Emergency Resolution waiving public bidding requirements for permanent repairs to the water main near State Avenue and 100 <sup>th</sup> St NE.
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CITY OF MARYSVILLE  
Marysville, Washington

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,  
WASHINGTON DECLARING AN EMERGENCY AND WAIVING THE  
REQUIREMENT FOR PUBLIC BIDDING FOR REPAIRS TO THE WATER  
MAIN NEAR STATE AVENUE AND 100<sup>TH</sup> ST NE

**WHEREAS**, the City experienced a water main rupture on July 18, 2016 near State Avenue and 100<sup>th</sup> St NE due in part to aging asbestos cement pipe erosion across steep slopes; and

**WHEREAS**, this rupture was unforeseen and beyond the control of the City; and

**WHEREAS**, a lapse in the repair poses operational risks to the City's water system, including reduced pressure and fire flow to the service area; and

**WHEREAS**, the reduced pressure and fire flow presents a real, immediate threat to the proper performance of essential municipal functions resulting in an emergency situation as defined in RCW 39.04.280(3); and

**WHEREAS**, the process for competitively bidding a permanent repair to the water main and associated restoration will take approximately three to six-months to complete; and

**WHEREAS**, said emergency requires the immediate attention of a general contractor capable of performing the repairs; NOW, THEREFORE,

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

Section 1. The City Council adopts as its findings of fact the recitals above.

Section 2. Pursuant to RCW 39.04.280, the City Council declares that an emergency existing as of July 18, 2016 and waives the competitive bidding requirement for the State Avenue and 100<sup>th</sup> St NE water main repair.

Section 3. The Mayor or his designee is authorized to enter into and execute an agreement with a general contractor as to be determined.

PASSED by City Council and APPROVED by the Mayor this \_\_\_\_\_ day of July, 2016.

CITY OF MARYSVILLE

By \_\_\_\_\_  
JON NEHRING, Mayor

ATTEST:

By \_\_\_\_\_  
APRIL O'BRIEN, Deputy City Clerk

Approved as to form:

By \_\_\_\_\_  
JON WALKER, City Attorney

# *Index #13*

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

**CITY COUNCIL MEETING DATE: July 25, 2016**

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

Summary:

Mayor Nehring is requesting the appointment of William Foster to fill Joshua Anderson's position, serving until March 10, 2022.

RECOMMENDED ACTION: Mayor Nehring recommends the City Council confirm the appointment of William Foster to the Civil Service Commission.
COUNCIL ACTION:

**Office of the Mayor**  
**Jon Nehring**  
1049 State Avenue  
Marysville, WA 98270  
Phone: 360-363-8000  
Fax: 360-651-5033  
marysvillewa.gov

**APPOINTMENT**

I, Jon Nehring, duly elected and acting Mayor of the City of Marysville, do hereby appoint William Foster as a member of the CIVIL SERVICE COMMISSION of the City of Marysville, pursuant to the provisions of the Marysville Municipal Code 2.16.020; dated this 25 day of July, 2016.

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M A Y O R

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

Dated this 25 day of July, 2016

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WILLIAM FOSTER

This term of appointment expires the 10 day of March, 2022.

# *Index #14*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 25, 2016**

AGENDA ITEM: Community and Housing Development Citizen Advisory Committee Appointments	AGENDA SECTION:	
PREPARED BY: Amy Hess, Associate Planner	APPROVED BY:	
ATTACHMENTS: Ordinance 2897		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

On February 8, 2015 Marysville City Council confirmed the appointments of the youth, parks board, planning commission and council members to serve on the Community and Housing Development Citizen Advisory Committee (CAC). The CAC makes recommendations to City Council related to the City’s Community Development Block Grant (CDBG) program.

The youth, parks board, planning commission and council member terms are for 1 year and expired on July 9, 2016. Mayor Nehring is requesting the following appointments to the CAC:

<b>First</b>	<b>Last</b>	<b>Representing</b>	<b>Term</b>
Cassnadra	Kunselman	Youth	1 year (maximum of 3-terms)
Tom	King	Parks Board	1- year
Roger	Hoen	Planning Commission	1-year
Kamille	Norton	Council	1-year
Donna	Wright	Council	1-year

**RECOMMENDED ACTION:**

Mayor Nehring recommends City Council confirm the appointments to the Community and Housing Development Citizen Advisory Committee.

**COUNCIL ACTION:**

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**CITY OF MARYSVILLE**  
**Marysville, Washington**

**ORDINANCE NO. 2897**

**AN ORDINANCE OF THE CITY OF MARYSVILLE, WASHINGTON,  
 ESTABLISHING A CITIZEN ADVISORY COMMITTEE FOR HOUSING AND  
 COMMUNITY DEVELOPMENT; AND ADDING A NEW CHAPTER 2.92 TO  
 THE MARYSVILLE MUNICIPAL CODE.**

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

Section 1. A new Chapter 2.92 of the Marysville Municipal Code, entitled Citizen Advisory Committee for Housing and Community Development, is hereby adopted to read as follows:

**2.92.010 Advisory committee established.**

The citizen advisory committee for housing and community development is hereby established. The purpose of the committee is to act as an advisory board to city staff, the mayor and city council related to Community Development Block Grant (CDBG) plans and funding.

**2.92.020 Membership and terms of office.**

(1) Membership. The citizen advisory committee for housing and community development shall consist of nine (9) members who shall serve without compensation, each of whom shall be appointed by the mayor, subject to confirmation by the city council.

(2) Terms of appointment. With respect to the members appointed and confirmed to serve on the committee, the following provisions shall apply:

(a) All members shall reside within the corporate limits of the city.

(b) Appointments shall reflect a balance of interests and should be equally proportionate and contain no more than:

(i) Four (4) members shall represent the following communities, entities, or interests: business, educational, faith, charity, civic, low- and moderate-income persons, persons with disabilities, senior citizens, racially and ethnically diverse populations.

(ii) One (1) member shall be a youth representative of high school age.

(iii) Two (2) members shall be city council members.

(iv) One (1) member shall be a representative of the Marysville planning commission.

(v) One (1) member shall be a representative of the parks and recreation board.

(c) The terms of the members shall be as follows:

(i) Members appointed under subsection 2(b)(i) shall serve three (3) year terms.

(ii) The youth representative shall be appointed to at least a one (1) year term, but may be appointed to as much as a three (3) year term; and

(iii) The council, planning commission and parks and recreation board representatives shall be appointed to a one (1) year term.

(d) If a vacancy is created prior to the expiration of any member's term, the vacancy shall be filled by a person appointed by the mayor, subject to council confirmation. A person so appointed shall serve the remainder of the unexpired term.

(e) The mayor may remove any committee member from office whenever it is deemed to be in the public interest.

#### **2.92.030 Committee organization.**

The citizen advisory committee for housing and community development shall annually elect one of its members to serve as chairperson. Each of the members shall have one vote in all business coming before the committee. Five (5) members shall constitute a quorum for the transaction of business. A majority vote of those members present shall be necessary for the adoption or approval of any recommendation. The mayor shall appoint staff to assist the committee in the preparation of those reports and records as are necessary for the proper operation of the committee. The committee shall hold public meetings as necessary, and the notice of the time and place thereof shall be published as required by law and kept in the office of the city clerk.

#### **2.92.040 Advisory duties and responsibilities.**

The citizen advisory committee for housing and community development shall have the following advisory duties and responsibilities:

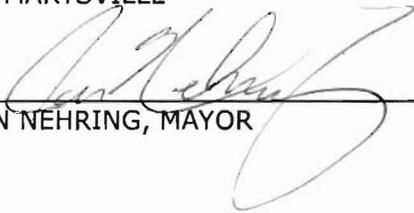
- (1) Evaluation and recommendation of a consolidated plan, and amendments thereto;
- (2) Evaluation and recommendation of an annual action plan, and amendments thereto;
- (3) Evaluation and recommendation on funding requests submitted to the city;
- (4) Review of program performance reports; and
- (5) Perform such other duties as may be requested by the mayor and city council.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or work 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 take effect and be in force five (5) days after its passage, approval and publication as provided by law.

PASSED by the City Council and APPROVED by the Mayor this 14<sup>th</sup> day of May, 2012.

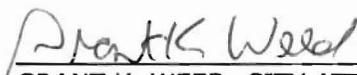
CITY OF MARYSVILLE

By:   
JON NEHRING, MAYOR

Attest:

By:   
SANDY LANGDON, CITY CLERK

Approved as to form:

By:   
GRANT K. WEED, CITY ATTORNEY

Date of Publication: 5/16/12

Effective Date: 5/21/12