

**Marysville City Council Work Session****April 6, 2015****7:00 p.m.****City Hall****Call to Order****Pledge of Allegiance****Roll Call****Approval of the Agenda****Committee Reports****Presentations****Discussion Items****Approval of Minutes** *(Written Comment Only Accepted from Audience.)*

1. Approval of the March 16, 2015 City Council Meeting Minutes.

**Consent**

2. Consider the March 18, 2015 Claims in the Amount of \$851,267.32; Paid by Check Number's 98658 through 98885 with Check Number 96961 Voided.
3. Consider the March 20, 2015 Payroll in the Amount of \$1,178,802.66; Paid by Check Number's 28716 through 28753.
4. Consider the March 25, 2015 Claims in the Amount of \$292,287.83; Paid by Check Numbers 98886 through 99044 with No Checks Voided.

**Review Bids**

5. Consider Awarding the 2015 Pavement Preservation Program to CEMEX Construction Materials Pacific LLC in the Amount of \$1,214,684.00 Including Washington State Sales Tax and Approve a Management Reserve of \$85,316.00 for a Total Allocation of \$1,300,000.00.
6. Consider Awarding the State Avenue Corridor Improvements (116<sup>th</sup> Street NE to 136<sup>th</sup> Street NE) to RRJ Company LLC in the Amount of \$2,925,746.00 Including Washington State Sales Tax and Approve a Management Reserve of \$300,000.00 for a Total Allocation of \$3,225,746.00.

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

***Work Sessions are for City Council study and orientation – Public Input will be received at the April 13, 2015 City Council meeting.***

**Marysville City Council Work Session****April 6, 2015****7:00 p.m.****City Hall**

7. Consider the Supplemental Agreement No. 2 to the Professional Services Agreement with BHC Consultants.
8. Consider the Lease Agreement with Allen Creek Community Church for the Purpose of Providing a Farmers Market at 1035 State Avenue from May 31, 2015 through October 31, 2015.
9. Consider the Final Plat of Rock Creek North Division 2, Phase 3.
10. Consider the Service Agreement with Frontier Communications of America, Inc.
11. Consider the Interlocal Cooperation Agreement with Snohomish County Concerning Acquisition of Property with Conservation Futures Funds.
12. Consider the Lease Agreement with Copiers Northwest, Inc. and Wells Fargo Financial Leasing, Inc. for the Lease of Two Canon Multifunction Copiers for Deployment to the Police Records and Patrol Departments.
13. Consider Accepting the SR 528 and 53<sup>rd</sup> Avenue NE Intersection Improvements Project with Transportation System, Inc., Starting the 45-Day Lien Filing Period for Project Closeout.
14. Consider the Professional Services Agreement Supplement No. 1 in the Amount of \$10,000.00 with Blue Marble Environmental LLC.
15. A **Resolution** of the City of Marysville Declaring Certain Electronic Items of Personal Property to be Surplus and Authorizing the Sale or Disposal thereof.

**Legal****Mayor's Business****Staff Business****Call on Councilmembers****Executive Session**

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

**Adjourn**

***Work Sessions are for City Council study and orientation – Public Input will be received at the April 13, 2015 City Council meeting.***

**Marysville City Council Work Session****April 6, 2015****7:00 p.m.****City Hall**

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

***Work Sessions are for City Council study and orientation – Public Input will be received at the April 13, 2015 City Council meeting.***

# *Index #1*



COUNCIL



*DRAFT*  
MINUTES

**Work Session**  
*March 16, 2015*

**Call to Order / Pledge of Allegiance**

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

**Roll Call**

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

- Mayor:** Jon Nehring
- Council:** Steve Muller, Kamille Norton, Jeff Seibert, Michael Stevens, Jeff Vaughan, and Donna Wright
- Absent:** Rob Toyer
- Also Present:** Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Attorney John Walker, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, and Recording Secretary Laurie Hugdahl.

Councilmember Stevens reported that Councilmember Toyer had notified him he would be absent and requested an excused absence.

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

**Approval of the Agenda**

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

**Committee Reports**

None

**Presentations**

Bronlea Mishner, the new Community and Media Relations Officer, discussed her background, her position's responsibilities, and her plans for the future.

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

1. Approval of the March 2, 2015 City Council Meeting Minutes.

**Consent**

2. Consider Approving the March 5, 2015 Payroll in the Amount of \$1,579,117.68; Paid by Check Numbers 28674 through 28715.
3. Consider Approving the February 25, 2015 Claims in the Amount of \$276,639.41; Paid by Check Numbers 98163 through 98300 with No Checks Voided.
4. Consider Approving the March 4, 2015 Claims in the Amount of \$1,330,146.16; Paid by Check Numbers 98301 through 98478 with Check Numbers 98174 and 98180 Voided.

**Review Bids**

5. Consider Awarding the Sunnyside Well Treatment Facility Project.

Director Nielsen stated that the bids will be opened on Thursday. This is for the Sunnyside Well Treatment project at 71<sup>st</sup> and 40<sup>th</sup>. The Engineer's Estimate is \$4.7 million and they will be paying for it with cash. This will produce about 3 million gallons of potable water for the City of Marysville.

Councilmember Stevens asked about the percentage of water the City will be producing versus its need. Director Nielsen stated that currently the City uses about 5 million gallons a day in the winter. The peak in the summer is about 12 million gallons a day. In total the City will be able to produce 9 million gallons a day.

6. Consider Awarding the State Avenue Corridor Improvements Project (116<sup>th</sup> Street NE to 136<sup>th</sup> Street NE).

Director Nielsen stated that this bid will be opened on Thursday. This is a Transportation Improvement Project. \$3 million of the \$4 million will be supported by TIB. This project will add the two additional lanes from 116<sup>th</sup> to 136<sup>th</sup> on the east side of State Avenue.

## **Public Hearings**

### **New Business**

7. Consider the Agreement with Sno-Isle Intercounty Rural Library District for Transfer of the Marysville Library Building.

CAO Hirashima explained that this agreement will facilitate the transfer of the Marysville library to the Sno-Isle library system. She discussed the status of the agreement.

8. Consider the Supplement Agreement No. 2 to the Professional Services Agreement with Osborn Consulting, Inc., Extending the Agreement End Date to June 30, 2015 for the North Marysville Regional Pond No. 2 Project.

Director Nielsen explained that this is a time extension for Pond 2.

9. Consider the Supplemental Agreement No. 1 to the Professional Services Agreement with BergerABAM, Extending the Agreement End Date to June 30, 2015 for the BNSF Railroad Grade Separation Study.

Director Nielsen stated that this is a time extension supplement with no cost to the City.

10. Consider the Supplemental Agreement No. 4 to the Professional Services Agreement with Murray, Smith & Associates, Inc., in the Amount of \$210,529.00 for the Sunnyside Well Treatment Facility Project.

Director Nielsen stated that this is the consultant that designed the treatment facility. This supplement will cover support services.

11. Consider the Supplemental Agreement No. 2 with James G. Murphy Co. for Auction Services.

Director Nielsen reported that this agreement would extend the auction services agreement.

12. Consider the Interlocal Agreement with King County Director's Association (KCDA) for Purchase and Contracting of Goods and Services.

Finance Director Langdon stated that this agreement would give the City another avenue for finding the best price for its goods.

Councilmember Stevens asked if this is the first time the City has made a purchase through KCDA. Finance Director Langdon replied that it is although they have been aware of them for quite a while.

# DRAFT

13. Consider the Professional Services Agreement with Snohomish County Economic Development Division for Reimbursement of Eligible Cost to Not Exceed \$10,000 Associated with the SR 9 Gateway Sign Project.

Director Ballew stated that this Snohomish County Lodging Tax Hotel/Motel Fund grant for \$10,000 would help pay for the new gateway monument.

14. Consider the Professional Services Agreement in the Amount of \$75,233.00 with MWH Constructors, Inc. for Materials Testing, Special Inspection, and On-Call CM Support.

Director Nielson stated that this agreement is for material testing and inspections.

15. Consider Accepting the 2014 Shoulder Improvement Program with Northend Excavation, Starting the 45-Day Lien Filing Period for Project Closeout.

Director Nielsen stated that this is to start the 45-day lien period for the shoulders that were completed on 92<sup>nd</sup>.

16. Consider the Mutual Agreement regarding credit for donation of property for transportation improvements.

CAO Hirashima explained that this is a housekeeping item related to LID 71. The City had agreed to credit the dedication of right-of-way for the 116<sup>th</sup> Street overcrossing project towards the property owner's LID payment assessment. This agreement would provide for that credit.

## Legal

### Mayor's Business

Mayor Nehring had the following comments:

- Seven Lakes Dental ribbon cutting is this Wednesday at 2:00 p.m.
- Thanks to everyone for their work last weekend. It was very productive, and there was a lot of great feedback.

### Staff Business

Sandy Langdon reminded the Council that there will be a Finance Committee meeting on Wednesday. She also gave an update on requirements she learned about for the TBD Board composition.

Kevin Nielsen stated he is enjoying this weather and his staff is getting a lot of work done. The City will be going out to bid soon for 2015 overlays.

Jim Ballew:

- He gave an update on the golf course transition. There was a challenge with switching over phones and computers, but it is all back online now.
- He announced that Savannah Perkins was selected as the Marysville Strawberry Festival Queen.
- The City will be thanking Marysville Noon Rotary Club on Wednesday with a lunch at the ranch.
- He gave an update on the Baxter Building which is looking very good.
- Youth basketball is over. Youth soccer registration is up about 10%.

John Walker stated the need for an executive session to discuss one pending litigation item with no action and expected to take ten minutes.

Gloria Hirashima stated the Parks and Community Development will have tables at the Lakewood School District Open House on Tuesday. Staff is also scheduling a public meeting for March 28 for a Subarea Plan for Lakewood in order to get public feedback.

### **Call on Councilmembers**

Steve Muller commented that Dennis Niva's service was nice.

Kamille Norton said she enjoyed the conference last week.

Donna Wright:

- She enjoyed the Council's time in Washington DC. She was on the Tax Reform Committee. It is always nice to hear what other states are doing. The Military Communities Committee is a fairly new committee, but it was nice to get together with other communities with similar issues. Senator John McCain came to talk to them which was a highlight.
- She explained that the cities of Arlington and Darrington are receiving a medal of valor. Her grandson who was one of the first citizens on the scene is one of the representatives from Darrington receiving the award that so she will be attending that ceremony next Wednesday.

Jeff Seibert:

- He agreed that the conference was good. He reviewed some of the workshops he attended.
- The gateway sign on 529 looks nice.

Jeff Vaughan had no comments.

Michael Stevens commented that Washington DC was a nice opportunity for the City.

*DRAFT***Adjournment**

Council recessed at 7:28 p.m. for five minutes before reconvening in executive session for ten to discuss on pending litigation item with no action expected.

**Executive Session**

- A. Litigation** – one pending litigation item, RCW 42.30.110(1)(i)
- B. Personnel**
- C. Real Estate**

Executive session ended and public meeting reconvened at 7:43 p.m.

**Adjournment**

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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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: April 13, 2015**

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

Please see attached.

<p><b>RECOMMENDED ACTION:</b></p> <p>The Finance and Executive Departments recommend City Council approve the <b>March 18, 2015</b> claims in the amount of <b>\$851,267.32</b> paid by <b>Check No.'s 98658 through 98885 with Check No. 96961 voided.</b></p>
<p><b>COUNCIL ACTION:</b></p>



BLANKET CERTIFICATION  
**CLAIMS**  
FOR  
**PERIOD-3**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$851,267.32 PAID BY CHECK NO.'S 98658 THROUGH 98885 WITH CHECK NO. 96961 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 **13<sup>TH</sup> DAY OF APRIL 2015.**

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

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST  
 FOR INVOICES FROM 3/12/2015 TO 3/18/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98658	REVENUE, DEPT OF	SALES & USE TAXES-FEB 2015	CITY CLERK	0.09
	REVENUE, DEPT OF		COMMUNITY DEVELOPMENT-	8.86
	REVENUE, DEPT OF		INFORMATION SERVICES	20.96
	REVENUE, DEPT OF		POLICE ADMINISTRATION	33.49
	REVENUE, DEPT OF		CITY STREETS	121.97
	REVENUE, DEPT OF		ER&R	173.72
	REVENUE, DEPT OF		PRO-SHOP	182.67
	REVENUE, DEPT OF		GENERAL FUND	203.25
	REVENUE, DEPT OF		WATER/SEWER OPERATION	205.57
	REVENUE, DEPT OF		RECREATION SERVICES	2,451.45
	REVENUE, DEPT OF		GOLF COURSE	3,423.55
	REVENUE, DEPT OF		STORM DRAINAGE	11,211.26
	REVENUE, DEPT OF		SOLID WASTE OPERATIONS	32,359.02
	REVENUE, DEPT OF		UTIL ADMIN	61,627.32
98659	3M	FILM AND TRANSFER TAPE	TRANSPORTATION MANAGEM	2,036.73
98660	ABRAMS, TAWNI	REFUND CLASS FEES	PARKS-RECREATION	40.00
98661	ADVANTAGE BUILDING S	JANITORIAL SERVICE	WATER FILTRATION PLANT	43.33
	ADVANTAGE BUILDING S		COMMUNITY CENTER	383.17
	ADVANTAGE BUILDING S		WASTE WATER TREATMENT F	463.65
	ADVANTAGE BUILDING S		ADMIN FACILITIES	619.00
	ADVANTAGE BUILDING S		MAINT OF GENL PLANT	647.79
	ADVANTAGE BUILDING S		UTIL ADMIN	750.70
	ADVANTAGE BUILDING S		PARK & RECREATION FAC	829.31
	ADVANTAGE BUILDING S		PUBLIC SAFETY BLDG.	1,085.75
	ADVANTAGE BUILDING S		COURT FACILITIES	1,091.50
98662	ALBERTSONS	INMATE SUPPLIES	DETENTION & CORRECTION	57.80
98663	ALBERTSONS	MEETING SUPPLIES	UTIL ADMIN	13.03
	ALBERTSONS		UTIL ADMIN	64.00
98664	ALL BATTERY SALES &	BATTERY JUMP BOX	POLICE PATROL	380.80
98665	AMERICAN CLEANERS	DRY CLEANING	OFFICE OPERATIONS	44.66
	AMERICAN CLEANERS		POLICE ADMINISTRATION	93.57
	AMERICAN CLEANERS		POLICE PATROL	99.22
	AMERICAN CLEANERS		DETENTION & CORRECTION	109.00
98666	ANDERTON, MIKE	UTILITY TAX REBATE	NON-DEPARTMENTAL	49.36
98667	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	26.33
	ARAMARK UNIFORM		EQUIPMENT RENTAL	44.30
98668	ARCHITECTURAL CABINE	CABINETS	PARK & RECREATION FAC	2,023.68
98669	ARIES, EVELYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.22
98670	ARLINGTON POWER	TRIMMER REPAIR	ROADSIDE VEGETATION	19.86
	ARLINGTON POWER	EDGER BLADES	ROADSIDE VEGETATION	27.20
	ARLINGTON POWER		SIDEWALKS MAINTENANCE	54.40
98671	BACKSTROM CURB	SIDEWALK REPAIR	SIDEWALKS MAINTENANCE	3,101.32
98672	BANK OF AMERICA	TRAVEL REIMBURSEMENT	EXECUTIVE ADMIN	6.00
	BANK OF AMERICA		EXECUTIVE ADMIN	34.09
98673	BANK OF AMERICA	TRAINING/SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	75.00
	BANK OF AMERICA		PARK & RECREATION FAC	230.00
98674	BANK OF AMERICA	POSTAGE REIMBURSEMENT	MUNICIPAL COURTS	18.17
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	33.21
	BANK OF AMERICA		PARK & RECREATION FAC	53.81
	BANK OF AMERICA		LEGAL-GENL	79.52
	BANK OF AMERICA		EXECUTIVE ADMIN	171.55
	BANK OF AMERICA		UTILITY BILLING	287.79
	BANK OF AMERICA		FINANCE-GENL	370.95
98675	BANK OF AMERICA	SUPPLY/TRAVEL REIMBURSEMENT	UTIL ADMIN	1,101.45
	BANK OF AMERICA		WATER RESERVOIRS	1,172.79
98676	BANK OF AMERICA	TRAVEL/SUPPLY/TRAINING REIMBUR	MUNICIPAL COURTS	69.92
	BANK OF AMERICA		PARK & RECREATION FAC	241.79

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 3/12/2015 TO 3/18/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98676	BANK OF AMERICA	TRAVEL/SUPPLY/TRAINING REIMBUR	UTIL ADMIN	241.79
	BANK OF AMERICA		FINANCE-GENL	241.80
	BANK OF AMERICA		LEGAL - PROSECUTION	241.80
	BANK OF AMERICA		PERSONNEL ADMINISTRATIO	241.80
	BANK OF AMERICA		POLICE ADMINISTRATION	241.80
	BANK OF AMERICA		CITY COUNCIL	247.76
	BANK OF AMERICA		EXECUTIVE ADMIN	794.60
	BANK OF AMERICA		EXECUTIVE ADMIN	849.25
	BANK OF AMERICA		COMMUNITY DEVELOPMENT-	2,190.00
	BANK OF AMERICA		EXECUTIVE ADMIN	2,304.31
98677	BARRETT, SUZANNE	INSTRUCTOR SERVICES	RECREATION SERVICES	16.80
	BARRETT, SUZANNE		RECREATION SERVICES	126.00
98678	BAYLEY, LILLY MAY	INTERPRETER SERVICES	COURTS	150.00
98679	BICKFORD FORD	SEAL	EQUIPMENT RENTAL	11.73
	BICKFORD FORD	LIGHT ASSEMBLY	EQUIPMENT RENTAL	21.00
	BICKFORD FORD	RESISTOR	EQUIPMENT RENTAL	24.33
	BICKFORD FORD	ANTENNA, BASE AND CABLE	EQUIPMENT RENTAL	54.68
	BICKFORD FORD	BRAKE LINE	EQUIPMENT RENTAL	113.52
	BICKFORD FORD	HOSE ASSEMBLY	EQUIPMENT RENTAL	117.77
	BICKFORD FORD	FUEL PUMP	EQUIPMENT RENTAL	408.51
98680	BILLING DOCUMENT SPE	MAINTENANCE FEE	UTILITY BILLING	88.00
98681	BLACK ROCK CABLE INC	I-NET LEASE	CENTRAL SERVICES	536.93
98682	BOWER, DAVID	UTILITY TAX REBATE	NON-DEPARTMENTAL	55.33
98683	BOYS & GIRLS CLUBS	CDBG-KITCHEN RENO	COMMUNITY DEVELOPMENT-	10,000.00
98684	BRIM TRACTOR	BRAKE FLUID	EQUIPMENT RENTAL	43.50
98685	BROWN, LANORA	UTILITY TAX REBATE	NON-DEPARTMENTAL	68.34
98686	BROWN, PHYLLIS		NON-DEPARTMENTAL	32.65
	BROWN, PHYLLIS		UTIL ADMIN	38.45
	BROWN, PHYLLIS		UTIL ADMIN	143.30
98687	BROWN, TODD	INSTRUCTOR SERVICES	RECREATION SERVICES	71.40
98688	BUHR, M.E.	UTILITY TAX REBATE	NON-DEPARTMENTAL	53.10
98689	BUNDY CARPETS INC	CARPET AND INSTALLATION	FACILITY REPLACEMENT	7,097.89
98690	BUTTON GEAR	GEAR BAG	WATER DIST MAINS	39.16
98691	BYERS, E W	UB 911110000004 1609 3RD ST	WATER/SEWER OPERATION	19.99
98692	C R HARNDEN CO INC	RED MAPLE	SIDEWALKS MAINTENANCE	107.70
98693	CABLES PLUS	CAT 5 CABLES	INFORMATION SERVICES	-5.90
	CABLES PLUS		COMPUTER SERVICES	72.94
98694	CAPITAL ONE COMMERC	SUPPLY REIMBURSEMENT	EXECUTIVE ADMIN	24.24
	CAPITAL ONE COMMERC		RECREATION SERVICES	33.75
	CAPITAL ONE COMMERC		EXECUTIVE ADMIN	93.83
	CAPITAL ONE COMMERC		PARK & RECREATION FAC	120.43
	CAPITAL ONE COMMERC		EXECUTIVE ADMIN	147.89
	CAPITAL ONE COMMERC		WATER DIST MAINS	190.71
98695	CAPTAIN DIZZYS EXXON	CAR WASHES	POLICE PATROL	85.50
98696	CARDWELL, IRATXE	INTERPRETER SERVICES	COURTS	100.00
98697	CARRS ACE	SNIPS, STAPLER, CLEANER, WRENC	PARK & RECREATION FAC	76.23
98698	CARTER, GILBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.14
98699	CATHOLIC COMMUNITY	CDBG-CHORE SERVICES	COMMUNITY DEVELOPMENT-	460.03
98700	CEMEX	ASPHALT	ROADWAY MAINTENANCE	137.09
	CEMEX		ROADWAY MAINTENANCE	137.59
	CEMEX		ROADWAY MAINTENANCE	147.91
	CEMEX		ROADWAY MAINTENANCE	343.98
98701	CHAMPION BOLT	HARDWARE	ROADSIDE VEGETATION	39.50
98702	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,358.29
98703	CODE PUBLISHING	ELEC UPDATES	CITY CLERK	104.57
98704	COMPASS HEALTH	MENTAL HEALTH FIRST AID TRAINI	EXECUTIVE ADMIN	539.00
98705	CONCUT, INC	SAW BLADES	SEWER MAIN COLLECTION	356.84

**CITY OF MARYSVILLE  
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FOR INVOICES FROM 3/12/2015 TO 3/18/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98705	CONCUT, INC	SAW BLADES	ROADWAY MAINTENANCE	356.85
98706	CONSOLIDATED TECH	IGN MONTHLY CHARGE	OFFICE OPERATIONS	195.00
98707	COOP SUPPLY	RAKES, SPREADING FORK AND SPRE	ROADSIDE VEGETATION	172.90
98708	CORNWELL TOOLS	SHOP TOOLS	EQUIPMENT RENTAL	190.50
98709	CORRECTIONS, DEPT OF	INMATE MEALS	DETENTION & CORRECTION	3,863.92
98710	CORRECTIONS, DEPT OF	WORK CREW-JAN 2015	ROADSIDE VEGETATION	596.23
98711	COUGAR TREE SERVICE	STUMP GRINDING	ROADSIDE VEGETATION	544.00
98712	COUNTRY GREEN TURF	TURF	SIDEWALKS MAINTENANCE	13.61
98713	CUROTTO-CAN, THE	COMPLETE ARM	ER&R	-568.81
	CUROTTO-CAN, THE	PIVOT PIN, CYLINDER, BEARINGS	ER&R	-41.28
	CUROTTO-CAN, THE		EQUIPMENT RENTAL	510.36
	CUROTTO-CAN, THE	COMPLETE ARM	EQUIPMENT RENTAL	7,032.57
98714	DAGGETT, KIM	TRAINING REIMBURSEMENT	UTIL ADMIN	11.54
98715	DAY WIRELESS SYSTEMS	RADIO REPAIR	POLICE PATROL	368.55
98716	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	POLICE INVESTIGATION	57.25
	DB SECURE SHRED		DETENTION & CORRECTION	57.25
	DB SECURE SHRED		OFFICE OPERATIONS	57.25
	DB SECURE SHRED		POLICE PATROL	57.32
98717	DELL	DESKTOP PC	WASTE WATER TREATMENT F	1,231.38
98718	DELTA PROPERTY MANAG	UB 420761610003 4018 166TH ST	WATER/SEWER OPERATION	195.46
98719	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-1283	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-1710	POLICE PATROL	43.52
98720	DIERCK, NORMA JEAN	UTILITY TAX REBATE	NON-DEPARTMENTAL	107.40
98721	DIXON, ROLLAND		UTIL ADMIN	38.45
	DIXON, ROLLAND		UTIL ADMIN	143.30
98722	DLT SOLUTIONS	SOFTWARE	COMPUTER SERVICES	129.47
98723	DOMINTE, ELANA	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
98724	DOPPS, MARIA C.	INTERPRETER SERVICES	COURTS	104.56
	DOPPS, MARIA C.		COURTS	117.06
98725	DOYLE, CHRISTINE	UTILITY TAX REBATE	UTIL ADMIN	38.45
	DOYLE, CHRISTINE		NON-DEPARTMENTAL	49.67
	DOYLE, CHRISTINE		UTIL ADMIN	143.30
98726	E&E LUMBER	BASKET STRAINER	UTIL ADMIN	10.43
	E&E LUMBER	RAGS AND CLEANER	MAINT OF GENL PLANT	27.12
	E&E LUMBER	SIDEWALK REPAIR SUPPLIES	SIDEWALKS MAINTENANCE	32.03
	E&E LUMBER	RULER AND KNIFE BLADE	FACILITY MAINTENANCE	33.92
	E&E LUMBER	SHOP SUPPLIES	SIDEWALKS MAINTENANCE	44.42
	E&E LUMBER	PLYWOOD	PUBLIC SAFETY BLDG.	66.35
	E&E LUMBER	PAINTING SUPPLIES AND CEDAR	MAINT OF GENL PLANT	116.84
98727	EAGLE FENCE	FENCE REPAIR	STORM DRAINAGE	114.24
	EAGLE FENCE	SLATS	PUBLIC SAFETY BLDG.	641.92
	EAGLE FENCE	FENCE REPAIR	ROADWAY MAINTENANCE	816.00
	EAGLE FENCE		SEWER MAIN COLLECTION	1,398.08
98728	EAST JORDAN IRON WOR	FRAMES AND GRATES	STORM DRAINAGE	980.18
98729	ECO 3	TRAINING-DAGGETT	UTIL ADMIN	300.00
98730	ENVIRONMENTAL RES	2015 PROFICIENCY TESTING	WATER/SEWER OPERATION	-39.65
	ENVIRONMENTAL RES		WASTE WATER TREATMENT F	490.19
98731	ERICKSEN, MARILYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.52
98732	EVERETT COMMUNITY CO	CERTIFICATION-COBB	UTIL ADMIN	59.00
	EVERETT COMMUNITY CO	CERTIFICATION-GILBERT	ENGR-GENL	59.00
	EVERETT COMMUNITY CO	CERTIFICATION-GRUENHAGEN	ENGR-GENL	59.00
	EVERETT COMMUNITY CO	CERTIFICATION-KINNEY, S	UTIL ADMIN	59.00
98733	EVERETT DIST. COURT	BAIL POSTED	GENERAL FUND	2,500.00
98734	EVERETT OFFICE	FILE CABINET	EQUIPMENT RENTAL	65.52
98735	EVERETT STEEL CO	STEEL ANGLES	SIDEWALKS MAINTENANCE	116.20
98736	EVERETT TIRE & AUTO	FRONT END ALIGNMENT	EQUIPMENT RENTAL	100.96

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98736	EVERETT TIRE & AUTO	4-WHEEL THRUST ANGLE ALIGNMENT	EQUIPMENT RENTAL	151.43
	EVERETT TIRE & AUTO	TIRES (6)	ER&R	834.50
	EVERETT TIRE & AUTO	TIRES (18)	ER&R	1,155.65
98737	EVERETT, CITY OF	LAB ANALYSIS	WATER QUAL TREATMENT	16.20
	EVERETT, CITY OF		WASTE WATER TREATMENT F	965.70
	EVERETT, CITY OF	ANIMAL SHELTER FEES	ANIMAL CONTROL	3,335.00
98738	EVERGREEN MANOR	GROUP AND WORKBOOK	EQUIPMENT RENTAL	55.00
98739	FARRINGTON, LINDA M	UB 020761000000 8624 55TH AVE	WATER/SEWER OPERATION	44.12
98740	FEDEX	SHIPPING EXPENSE	COMPUTER SERVICES	76.28
98741	FENTON, KATHRYN	UTILITY TAX REBATE	NON-DEPARTMENTAL	136.59
98742	FIELDS, BRIAN L & KI	UB 580851000001 17632 11TH AVE	WATER/SEWER OPERATION	21.39
98743	FIRESTONE	TIRES (4)	EQUIPMENT RENTAL	553.39
98744	FRONTIER COMMUNICATI	PHONE CHARGES	CRIME PREVENTION	7.61
	FRONTIER COMMUNICATI		ANIMAL CONTROL	7.61
	FRONTIER COMMUNICATI		COMMUNITY CENTER	7.61
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	7.61
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	7.61
	FRONTIER COMMUNICATI		CITY CLERK	15.22
	FRONTIER COMMUNICATI		LEGAL-GENL	15.22
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	15.22
	FRONTIER COMMUNICATI		YOUTH SERVICES	22.83
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	22.83
	FRONTIER COMMUNICATI	ACCT #36065150331108105	EXECUTIVE ADMIN	27.61
	FRONTIER COMMUNICATI	PHONE CHARGES	GOLF ADMINISTRATION	30.43
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	38.04
	FRONTIER COMMUNICATI		FINANCE-GENL	38.04
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	38.04
	FRONTIER COMMUNICATI		RECREATION SERVICES	38.04
	FRONTIER COMMUNICATI		STORM DRAINAGE	38.04
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	38.04
	FRONTIER COMMUNICATI		COMPUTER SERVICES	45.64
	FRONTIER COMMUNICATI	ACCT #36065347410509955	WASTE WATER TREATMENT F	49.61
	FRONTIER COMMUNICATI	PHONE CHARGES	PARK & RECREATION FAC	53.26
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	60.87
	FRONTIER COMMUNICATI		UTILITY BILLING	60.87
	FRONTIER COMMUNICATI	ACCT #36065852920604075	PERSONNEL ADMINISTRATIO	67.31
	FRONTIER COMMUNICATI	PHONE CHARGES	ENGR-GENL	68.48
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	68.48
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	68.48
	FRONTIER COMMUNICATI	ACCT #36065894930725005	RECREATION SERVICES	69.59
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	69.60
	FRONTIER COMMUNICATI	PHONE CHARGES	MUNICIPAL COURTS	83.69
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	83.69
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	91.30
	FRONTIER COMMUNICATI	ACCT #36065891800622955	LIBRARY-GENL	95.45
	FRONTIER COMMUNICATI	PHONE CHARGES	DETENTION & CORRECTION	98.91
	FRONTIER COMMUNICATI		UTIL ADMIN	144.56
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	167.39
	FRONTIER COMMUNICATI	ACCT #36065852920604075	MUNICIPAL COURTS	225.36
	FRONTIER COMMUNICATI	PHONE CHARGES	POLICE PATROL	334.77
98745	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	CRIME PREVENTION	0.08
	FRONTIER COMMUNICATI		SOLID WASTE CUSTOMER EX	0.08
	FRONTIER COMMUNICATI		PURCHASING/CENTRAL STOF	0.12
	FRONTIER COMMUNICATI		ANIMAL CONTROL	0.30
	FRONTIER COMMUNICATI		RECREATION SERVICES	0.39
	FRONTIER COMMUNICATI		FACILITY MAINTENANCE	0.44
	FRONTIER COMMUNICATI		YOUTH SERVICES	0.56

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98745	FRONTIER COMMUNICATI	LONG DISTANCE CHARGES	GOLF ADMINISTRATION	0.75
	FRONTIER COMMUNICATI		GENERAL SERVICES - OVERH	0.76
	FRONTIER COMMUNICATI		CITY CLERK	1.17
	FRONTIER COMMUNICATI		EQUIPMENT RENTAL	1.30
	FRONTIER COMMUNICATI		LEGAL-GENL	2.64
	FRONTIER COMMUNICATI		COMMUNITY CENTER	2.69
	FRONTIER COMMUNICATI		PERSONNEL ADMINISTRATIO	3.36
	FRONTIER COMMUNICATI		POLICE ADMINISTRATION	3.86
	FRONTIER COMMUNICATI		ENGR-GENL	5.42
	FRONTIER COMMUNICATI		LEGAL - PROSECUTION	5.61
	FRONTIER COMMUNICATI		UTILITY BILLING	5.86
	FRONTIER COMMUNICATI		STORM DRAINAGE	6.92
	FRONTIER COMMUNICATI		EXECUTIVE ADMIN	8.03
	FRONTIER COMMUNICATI		COMPUTER SERVICES	8.19
	FRONTIER COMMUNICATI		FINANCE-GENL	8.40
	FRONTIER COMMUNICATI		WASTE WATER TREATMENT F	8.74
	FRONTIER COMMUNICATI		UTIL ADMIN	9.23
	FRONTIER COMMUNICATI		OFFICE OPERATIONS	9.67
	FRONTIER COMMUNICATI		DETENTION & CORRECTION	9.92
	FRONTIER COMMUNICATI		MUNICIPAL COURTS	14.10
	FRONTIER COMMUNICATI		POLICE PATROL	16.41
	FRONTIER COMMUNICATI		PARK & RECREATION FAC	17.02
	FRONTIER COMMUNICATI		POLICE INVESTIGATION	20.10
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	37.40
98746	FULLERTON & ASSOCIAT	PARK EXPANSION PROJECT	PLANNING & COMMUNITY DE	960.00
98747	GENUINE AUTO GLASS	REPAIR CREDIT	EQUIPMENT RENTAL	-195.84
	GENUINE AUTO GLASS	TRACTOR REPAIR	EQUIPMENT RENTAL	195.84
	GENUINE AUTO GLASS	WINDSHIELD REPLACEMENT	EQUIPMENT RENTAL	282.88
98748	GLOBAL CAPACITY	INTERNET SERVICES	COMPUTER SERVICES	109.89
98749	GONZALEZ LEON, YESEN	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
98750	GOTCHA PEST CONTROL	PEST CONTROL	ADMIN FACILITIES	272.00
	GOTCHA PEST CONTROL		PUBLIC SAFETY BLDG.	272.00
98751	GOVCONNECTION INC	KEYBOARD	IS REPLACEMENT ACCOUNTS	53.01
	GOVCONNECTION INC	CAT 5 COUPLER ADAPTERS	COMPUTER SERVICES	68.59
	GOVCONNECTION INC	KEYBOARDS AND SURGE PROTECTORS	COMPUTER SERVICES	158.69
	GOVCONNECTION INC	CAMERA	EXECUTIVE ADMIN	548.00
98752	GRAINGER	SWITCH	SOURCE OF SUPPLY	198.15
98753	GREATAMERICA FINANCI	POSTAGE MACHINE LEASE PAYMENT	POLICE INVESTIGATION	28.04
	GREATAMERICA FINANCI		POLICE PATROL	28.04
	GREATAMERICA FINANCI		OFFICE OPERATIONS	28.04
	GREATAMERICA FINANCI		DETENTION & CORRECTION	28.04
	GREATAMERICA FINANCI		POLICE ADMINISTRATION	28.04
	GREATAMERICA FINANCI		CITY CLERK	35.06
	GREATAMERICA FINANCI		EXECUTIVE ADMIN	35.06
	GREATAMERICA FINANCI		FINANCE-GENL	35.06
	GREATAMERICA FINANCI		PERSONNEL ADMINISTRATIO	35.06
	GREATAMERICA FINANCI		UTILITY BILLING	35.06
	GREATAMERICA FINANCI		LEGAL - PROSECUTION	35.06
	GREATAMERICA FINANCI		COMMUNITY DEVELOPMENT-	43.41
	GREATAMERICA FINANCI		ENGR-GENL	43.41
	GREATAMERICA FINANCI		UTIL ADMIN	43.41
98754	GREEN RIVER CC	TRAINING-GILBERT	UTIL ADMIN	100.00
98755	GREENSHIELDS	HYDRAULIC FITTING	EQUIPMENT RENTAL	3.65
98756	GREG RAIRDONS DODGE	SEAT BELT ASSEMBLY	EQUIPMENT RENTAL	151.56
98757	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	225.00
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	262.50
	GRIFFEN, CHRIS		LEGAL - PUBLIC DEFENSE	262.50

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98758	GROUP HEALTH	DOT PYHSICALS	PARK & RECREATION FAC	95.00
	GROUP HEALTH		EQUIPMENT RENTAL	95.00
	GROUP HEALTH		GENERAL SERVICES - OVERT	190.00
	GROUP HEALTH		SOLID WASTE OPERATIONS	306.00
	GROUP HEALTH		UTIL ADMIN	496.00
	GROUP HEALTH	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	745.00
98759	HACH COMPANY	WATER QUALITY TESTING SUPPLIES	WATER QUAL TREATMENT	865.59
98760	HARBOR MARINE MAINT.	ENGINE FLUSH	EQUIPMENT RENTAL	8.89
	HARBOR MARINE MAINT.	QUICK DISCONNECT STEERING PACK	EQUIPMENT RENTAL	167.97
98761	HD FOWLER COMPANY	PIPES AND END CAPS	SEWER MAIN COLLECTION	235.27
	HD FOWLER COMPANY	COPPER TUBING	WATER/SEWER OPERATION	309.43
	HD FOWLER COMPANY	CLAMPS	WATER/SEWER OPERATION	358.59
	HD FOWLER COMPANY	RESETTERS	WATER/SEWER OPERATION	458.40
98762	HD SUPPLY WATERWORKS	BOLT KITS AND GASKETS	SOURCE OF SUPPLY	74.20
	HD SUPPLY WATERWORKS	NEPTUNE CLOCKS	WATER SERVICES	309.30
98763	HE MITCHELL CO	ENTRY LEVER, CYLINDER AND TAIL	PARK & RECREATION FAC	521.02
98764	HENRY, ETHELEEN	UTILITY TAX REBATE	NON-DEPARTMENTAL	75.63
98765	HULSE, THOMAS		NON-DEPARTMENTAL	93.68
98766	HUNTER, PATRICIA F.		NON-DEPARTMENTAL	59.49
98767	HUSKY DOOR CORP	DOOR CASING	UTIL ADMIN	35.95
98768	HYLARIDES, LETTIE	INTERPRETER SERVICES	COURTS	104.03
	HYLARIDES, LETTIE		COURTS	162.50
98769	INSLEE, BEST, DOEZIE	EMPLOYMENT INVESTIGATION	PERSONNEL ADMINISTRATIO	10,876.50
98770	INTERSTATE BATTERY	BATTERIES	ER&R	421.06
98771	JOHNSON, DOROTHY	UTILITY TAX REBATE	NON-DEPARTMENTAL	44.93
98772	JUSTICE SYSTEMS CORP	VIDEO SYSTEM	DETENTION & CORRECTION	571.20
	JUSTICE SYSTEMS CORP	VIDEO COURT MACHINE REPAIR & R	DETENTION & CORRECTION	2,232.58
98773	KEHLER, STEVE & ELIZ	UB 846000010000 7216 78TH DR N	WATER/SEWER OPERATION	38.18
98774	KENWORTH NORTHWEST	REPAIR 2004 PETE COMPACTOR	EQUIPMENT RENTAL	2,812.73
98775	KUPRIYANOVA, SVETLAN	INTERPRETER SERVICES	COURTS	150.00
98776	LAKEWOOD SCHOOL DIST	FACILITY USAGE-LAKEWOOD	RECREATION SERVICES	306.96
98777	LAND, PETER & RENEE	UB 983311000000 3311 80TH AVE	WATER/SEWER OPERATION	46.71
98778	LARSEN, MARILYN	UTILITY TAX REBATE	UTIL ADMIN	38.45
	LARSEN, MARILYN		NON-DEPARTMENTAL	51.11
	LARSEN, MARILYN		UTIL ADMIN	143.30
98779	LARSON/VARNELL	UB 225222100000 5222 122ND PL	WATER/SEWER OPERATION	65.86
98780	LEONARD, REMY	PRO-TEM SERVICE	MUNICIPAL COURTS	185.00
98781	LES SCHWAB TIRE CTR	TIRES (4)	ER&R	907.52
	LES SCHWAB TIRE CTR	TIRES (8)	EQUIPMENT RENTAL	3,246.41
98782	LICENSING, DEPT OF	ANDERSON, JOHN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ATKINS, TINA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BARTLESON, DONNA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BARTLESON, JAY (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BLOOD, CHRISTOPHER, (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BONN, JUSTIN (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BROWN, EDWARD (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BURGESS, JAMES (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CALBERO, CEDRIC (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CLEMENT, BRANDIE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	COLSON, THOMAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	GUSS, EARL (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HENRIE, SCOTT (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MARTWICK, STEFANIE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MICALLEF, BEVERLY (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MOJICA RODRIGUEZ, LUIS (ORIGIN	GENERAL FUND	18.00
	LICENSING, DEPT OF	PATNAUDE, ADAM (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	PETERSON, MORGAN (ORIGINAL)	GENERAL FUND	18.00

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98782	LICENSING, DEPT OF	PRINDLE, MICHAEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	RATLIFF, DOUGLAS (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	ROBERTS, AARON (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SAMUELSON, BRIAN (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	SEARS, MICHAEL (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	STEVENS, VICTORIA (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	THOMASON, DEIRDE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WAGNER, GEORGE (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WEBER, NICK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WIXSON, ANNIETTA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WOOLERY-TOONSTRA, WENDY (ORIGI	GENERAL FUND	18.00
	LICENSING, DEPT OF	WRIGHT, LANCE (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	KNUDSON, DENNIS (LT RENEWAL)	GENERAL FUND	21.00
98783	LOWES HIW INC	TOOLS AND HARDWARE	MAINT OF GENL PLANT	3.08
	LOWES HIW INC	HARDWARE	MAINT OF GENL PLANT	16.49
	LOWES HIW INC	INFLATOR, WIRE BRUSH AND FITTI	WATER DIST MAINS	23.72
	LOWES HIW INC	MAT	ADMIN FACILITIES	25.82
	LOWES HIW INC	TOOLS AND HARDWARE	FACILITY MAINTENANCE	41.72
	LOWES HIW INC	BOXES AND CLEANER	FACILITY REPLACEMENT	46.87
	LOWES HIW INC	LADDER	PUMPING PLANT	60.98
	LOWES HIW INC	TOOL BOX, HUMIDIFIERS, HOSES A	WATER RESERVOIRS	145.63
	LOWES HIW INC		WATER DIST MAINS	555.00
98784	LUNSFORD, JULIE A	UTILITY TAX REBATE	NON-DEPARTMENTAL	37.37
	LUNSFORD, JULIE A		UTIL ADMIN	38.45
	LUNSFORD, JULIE A		UTIL ADMIN	143.30
98785	MACARELLO, JULIE		NON-DEPARTMENTAL	10.73
	MACARELLO, JULIE		UTIL ADMIN	38.45
	MACARELLO, JULIE		UTIL ADMIN	182.26
98786	MACAULAY, BRUCE		NON-DEPARTMENTAL	51.40
98787	MAILFINANCE	LEASE PAYMENT	CITY CLERK	22.97
	MAILFINANCE		EXECUTIVE ADMIN	22.97
	MAILFINANCE		FINANCE-GENL	22.97
	MAILFINANCE		PERSONNEL ADMINISTRATIO	22.97
	MAILFINANCE		UTILITY BILLING	22.97
	MAILFINANCE		LEGAL - PROSECUTION	22.97
	MAILFINANCE		COMMUNITY DEVELOPMENT-	22.97
	MAILFINANCE		ENGR-GENL	22.97
	MAILFINANCE		UTIL ADMIN	22.97
	MAILFINANCE		POLICE INVESTIGATION	22.98
	MAILFINANCE		POLICE PATROL	22.98
	MAILFINANCE		OFFICE OPERATIONS	22.98
	MAILFINANCE		DETENTION & CORRECTION	22.98
	MAILFINANCE		POLICE ADMINISTRATION	22.98
98788	MALLORY SAFETY	CARRYING BAG	WATER RESERVOIRS	50.09
	MALLORY SAFETY	SAFETY HARNESS AND SUPPLIES	WATER RESERVOIRS	855.82
98789	MARYSVILLE AWARDS	NAMEPLATE	DETENTION & CORRECTION	16.32
98790	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	42.38
	MARYSVILLE PRINTING	FORMS	MUNICIPAL COURTS	64.04
	MARYSVILLE PRINTING	BUSINESS CARDS	POLICE PATROL	84.76
	MARYSVILLE PRINTING	ENVELOPES	UTILITY BILLING	155.56
	MARYSVILLE PRINTING	CASE JACKETS	POLICE PATROL	632.13
98791	MARYSVILLE ROTARY	MEMBERSHIP DUES-SMITH, R	POLICE ADMINISTRATION	450.00
98792	MARYSVILLE SCHOOL	MITIGATION FEES-FEB 2015	SCHOOL MIT FEES	276,107.00
98793	MARYSVILLE, CITY OF	UTILITY SERVICE-3RD & STATE	PARK & RECREATION FAC	21.79
	MARYSVILLE, CITY OF	UTILITY SERVICE-60 STATE AVE	MAINT OF GENL PLANT	28.87
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	69.13
	MARYSVILLE, CITY OF	UTILITY SERVICE-316 CEDAR AVE	PARK & RECREATION FAC	102.96



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98793	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	PARK & RECREATION FAC	112.96
	MARYSVILLE, CITY OF	UTILITY SERVICE-1050 COLUMBIA	PARK & RECREATION FAC	113.85
	MARYSVILLE, CITY OF	UTILITY SERVICE-601 DELTA AVE	NON-DEPARTMENTAL	141.53
	MARYSVILLE, CITY OF	UTILITY SERVICE-1ST & STATE #I	PARK & RECREATION FAC	175.39
	MARYSVILLE, CITY OF	UTILITY SERVICE-6802 84TH ST N	PRO-SHOP	191.30
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	MAINT OF GENL PLANT	192.41
	MARYSVILLE, CITY OF	UTILITY SERVICE-61 STATE AVE	PARK & RECREATION FAC	193.59
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	ROADWAY MAINTENANCE	221.64
	MARYSVILLE, CITY OF	UTILITY SERVICE-7115 GROVE ST	MAINTENANCE	253.06
	MARYSVILLE, CITY OF	UTILITY SERVICE-6810 84TH ST N	MAINTENANCE	540.60
	MARYSVILLE, CITY OF	UTILITY SERVICE-514 DELTA AVE	COMMUNITY CENTER	637.48
	MARYSVILLE, CITY OF	UTILITY SERVICE-1015 STATE AVE	COURT FACILITIES	673.85
	MARYSVILLE, CITY OF	UTILITY SERVICE-1326 1ST ST #B	STORM DRAINAGE	724.44
	MARYSVILLE, CITY OF	UTILITY SERVICE-1049 STATE AVE	ADMIN FACILITIES	743.80
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	EQUIPMENT RENTAL	788.68
	MARYSVILLE, CITY OF	UTILITY SERVICE-7007 GROVE ST	MAINTENANCE	1,058.35
	MARYSVILLE, CITY OF	UTILITY SERVICE-80 COLUMBIA AV	WASTE WATER TREATMENT F	1,446.84
	MARYSVILLE, CITY OF		WASTE WATER TREATMENT F	2,024.53
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	2,847.67
98794	MCDANIEL, CURTIS	UTILITY TAX REBATE	NON-DEPARTMENTAL	23.22
98795	MCCLOUGHLIN & EARDLEY	LIGHTBARS	ER&R	-87.86
	MCCLOUGHLIN & EARDLEY		ER&R	1,086.26
98796	MEIR, RITA	UTILITY TAX REBATE	NON-DEPARTMENTAL	41.91
98797	MONTES, DORALISHA	UB 761354130000 8210 74TH PL N	WATER/SEWER OPERATION	370.06
98798	NATL LEAGUE OF CIT	2015 MEMBERSHIP DUES	NON-DEPARTMENTAL	5,401.00
98799	NELSON PETROLEUM	GREASE	EQUIPMENT RENTAL	598.84
98800	NEWMAN TRAFFIC SIGNS	STOP SIGNS AND PLAYGROUND SIGN	CITY STREETS	-199.19
	NEWMAN TRAFFIC SIGNS		TRANSPORTATION MANAGEM	2,462.69
98801	NORTH COAST ELECTRIC	ANNUAL SUPPORT	WASTE WATER TREATMENT F	8,037.26
98802	NORTH SOUND HOSE	HOSE ENDS	WASTE WATER TREATMENT F	30.05
98803	NORTHUP GROUP	PRE-EMPLOYMENT SCREENING	POLICE ADMINISTRATION	340.00
98804	NOYES, SIGNA	UTILITY TAX REBATE	NON-DEPARTMENTAL	40.41
98805	NURNBERG SCIENTIFIC	WATER QUALITY TESTING SUPPLIES	WATER QUAL TREATMENT	57.50
98806	NYMAN, DANA	UB 987304000000 7304 30TH ST N	WATER/SEWER OPERATION	13.68
98807	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT-	1.60
	OFFICE DEPOT		UTIL ADMIN	10.37
	OFFICE DEPOT		ENGR-GENL	15.36
	OFFICE DEPOT		UTIL ADMIN	25.11
	OFFICE DEPOT		ENGR-GENL	25.11
	OFFICE DEPOT		TRANSPORTATION MANAGEM	51.16
	OFFICE DEPOT		SOLID WASTE OPERATIONS	54.15
	OFFICE DEPOT		OFFICE OPERATIONS	103.42
	OFFICE DEPOT		POLICE INVESTIGATION	157.74
	OFFICE DEPOT		POLICE PATROL	175.84
	OFFICE DEPOT		POLICE INVESTIGATION	223.63
	OFFICE DEPOT		POLICE INVESTIGATION	228.41
98808	OVERHEAD DOOR COMPAN	DOORS (2)	PARK & RECREATION FAC	5,411.71
98809	OZONIA NORTH AMERICA	BALLASTS	WASTE WATER TREATMENT F	1,386.12
98810	PAPE MACHINERY	WINDOW ASSEMBLY	EQUIPMENT RENTAL	580.27
98811	PART WORKS INC, THE	WATCHDOG METER PARTS	WATER CROSS CNTL	324.44
	PART WORKS INC, THE		WATER CROSS CNTL	3,497.57
98812	PARTS STORE, THE	CORE REFUND	EQUIPMENT RENTAL	-60.45
	PARTS STORE, THE		EQUIPMENT RENTAL	-9.57
	PARTS STORE, THE	WIPER BLADES	EQUIPMENT RENTAL	8.26
	PARTS STORE, THE	ADHESIVE REMOVER	EQUIPMENT RENTAL	29.72
	PARTS STORE, THE	CENTER LINK	EQUIPMENT RENTAL	36.38
	PARTS STORE, THE	ACCESSORY BELTS	EQUIPMENT RENTAL	45.43

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 3/12/2015 TO 3/18/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98812	PARTS STORE, THE	BULBS	ER&R	54.31
	PARTS STORE, THE	BUSHING KITS	EQUIPMENT RENTAL	65.30
	PARTS STORE, THE	FLUID	SOLID WASTE OPERATIONS	86.37
	PARTS STORE, THE	ACCESSORY BELTS	EQUIPMENT RENTAL	149.73
	PARTS STORE, THE	IDLER ARM AND SPRING COMPRESSO	EQUIPMENT RENTAL	156.01
	PARTS STORE, THE	BRAKE CALIPERS W/CORE CHARGE	EQUIPMENT RENTAL	168.86
	PARTS STORE, THE	FRONT AND REAR SHOCKS	EQUIPMENT RENTAL	168.92
	PARTS STORE, THE	BRAKE SHOES, BRAKE DRUMS, KITS	EQUIPMENT RENTAL	224.64
	PARTS STORE, THE	TIE RODS AND BALL JOINTS	EQUIPMENT RENTAL	268.65
98813	PARTSMASTER	WELDING AND GRINDING SUPPLIES	EQUIPMENT RENTAL	277.51
98814	PEACE OF MIND	MINUTE TAKING SERVICE	CITY CLERK	117.60
98815	PETROCARD SYSTEMS	FUEL CONSUMED	STORM DRAINAGE	62.84
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	129.33
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	139.94
	PETROCARD SYSTEMS		PARK & RECREATION FAC	265.28
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-	289.37
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERT	1,757.92
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	2,656.72
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	2,744.01
	PETROCARD SYSTEMS		POLICE PATROL	5,133.04
98816	PHAM, JOSEPH	INTERPRETER SERVICES	COURTS	125.00
98817	PIGSKIN UNIFORMS	UNIFORM-ZARETZKE AND VERMEULEN	POLICE PATROL	512.66
98818	PILCHUCK RENTALS	BLADES	SIDEWALKS MAINTENANCE	84.73
	PILCHUCK RENTALS		ROADWAY MAINTENANCE	339.46
98819	PLATT ELECTRIC	LIGHT BULBS	ADMIN FACILITIES	24.15
	PLATT ELECTRIC	PUMP SUPPLIES	STORM DRAINAGE	28.09
	PLATT ELECTRIC	TIES AND BASES	COURT FACILITIES	77.40
	PLATT ELECTRIC	DOOR SENSORS	WATER FILTRATION PLANT	119.84
98820	PNCWA	2015 MEMBERSHIP DUES (8)	UTIL ADMIN	80.00
98821	POLLARDWATER.COM	VALVE	WATER DIST MAINS	234.52
	POLLARDWATER.COM	ANIT-SIEZE	WATER DIST MAINS	256.00
98822	POTTER, BRENT	MEAL REIMBURSEMENT	ROADWAY MAINTENANCE	13.06
98823	PREFERRED ELECTRIC	ELECTRICAL REPAIR-JENNINGS PAR	PARK & RECREATION FAC	462.40
	PREFERRED ELECTRIC	ELECTRICAL SUPPLIES AND REPAIR	WASTE WATER TREATMENT F	859.19
98824	PRICE, MARSHA	UB 986302510001 6302 51ST PL N	WATER/SEWER OPERATION	22.36
98825	PUD	ACCT #2054-2741-2	PARK & RECREATION FAC	6.91
	PUD	ACCT #2052-8364-1	STREET LIGHTING	7.82
	PUD	ACCT #2050-2647-6	STREET LIGHTING	9.53
	PUD	ACCT #2045-8436-1	STREET LIGHTING	14.86
	PUD	ACCT #2050-2647-6	STREET LIGHTING	14.91
	PUD	ACCT #2045-8436-1	STREET LIGHTING	19.69
	PUD	ACCT #2026-7070-9	STREET LIGHTING	55.20
	PUD	ACCT #2011-4215-5	TRANSPORTATION MANAGEM	70.07
	PUD	ACCT #2025-7611-2	STREET LIGHTING	99.77
	PUD	ACCT #2008-0070-4	STREET LIGHTING	109.28
	PUD	ACCT #2048-7913-4	TRAFFIC CONTROL DEVICES	131.02
	PUD	ACCT #2033-4458-5	STREET LIGHTING	186.87
	PUD	ACCT #2008-1280-8	PUMPING PLANT	454.50
	PUD	ACCT #2024-6155-4	SEWER LIFT STATION	1,014.78
	PUD	ACCT #2026-0420-3	STREET LIGHTING	1,387.66
	PUD	ACCT #2025-7611-2	STREET LIGHTING	1,895.70
	PUD	ACCT #2026-0420-3	STREET LIGHTING	2,081.49
	PUD	ACCT #2028-8209-8	STREET LIGHTING	8,444.60
	PUD		STREET LIGHTING	13,208.21
98826	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG.	36.62
	PUGET SOUND ENERGY	ACCT #200024981520	COMMUNITY CENTER	53.96
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	104.13

**CITY OF MARYSVILLE  
 INVOICE LIST**

FOR INVOICES FROM 3/12/2015 TO 3/18/2015

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98826	PUGET SOUND ENERGY	ACCT #200007781657	PRO-SHOP	106.36
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	368.40
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	400.00
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	768.27
	PUGET SOUND ENERGY	ACCT #200010703029	PUBLIC SAFETY BLDG.	1,076.61
98827	PUGET SOUND SECURITY	SECURITY SERVICES	PROBATION	753.38
	PUGET SOUND SECURITY		MUNICIPAL COURTS	2,260.12
98828	QALTEK	CALIBRATION LEAK TEST	UTIL ADMIN	654.00
98829	QUADRA CEILING	MATERIAL AND REPAIR	MAINT OF GENL PLANT	533.12
98830	ROMAINE ELECTRIC	STARTER	EQUIPMENT RENTAL	106.95
98831	ROODZANT, AUGUSTA	UTILITY TAX REBATE	NON-DEPARTMENTAL	56.30
98832	RUCKER, DANIEL	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
98833	RV & MARINE SUPPLY	WATER PUMP	EQUIPMENT RENTAL	107.71
98834	RYAN HERCO PRODUCTS	DAUBER	WATER FILTRATION PLANT	8.73
	RYAN HERCO PRODUCTS	PVC PARTS	WATER FILTRATION PLANT	9.15
	RYAN HERCO PRODUCTS		WATER FILTRATION PLANT	27.45
	RYAN HERCO PRODUCTS		WATER FILTRATION PLANT	57.32
	RYAN HERCO PRODUCTS		WATER FILTRATION PLANT	71.59
	RYAN HERCO PRODUCTS	PVC GLUES, PRIMERS AND TOOLS	WATER FILTRATION PLANT	225.85
98835	SARAGIH, TIGOR	UB 790920000000 5817 65TH AVE	WATER/SEWER OPERATION	29.18
98836	SCORE	INMATE HOUSING-FEB 2015	DETENTION & CORRECTION	28,815.00
98837	SCOTT, JOYCE	UTILITY TAX REBATE	NON-DEPARTMENTAL	16.92
	SCOTT, JOYCE		UTIL ADMIN	38.45
	SCOTT, JOYCE		UTIL ADMIN	143.30
98838	SCWBOA	BASKETBALL REFEREES	RECREATION SERVICES	3,437.00
98839	SEIBERT, JEFF	TRAVEL REIMBURSEMENT	CITY COUNCIL	678.20
98840	SHERWIN WILLIAMS	PAINT AND LADDER	PUBLIC SAFETY BLDG.	185.67
	SHERWIN WILLIAMS	PAINT	PUBLIC SAFETY BLDG.	481.23
98841	SIEMENS INDUSTRY, IN	LEVEL SENSOR	WASTE WATER TREATMENT F	707.20
98842	SKAGIT PLUMBING	RESTROOM REPAIR	LIBRARY-GENL	163.20
	SKAGIT PLUMBING		LIBRARY-GENL	399.25
98843	SMITH, DENNIS	UTILITY TAX REBATE	NON-DEPARTMENTAL	59.45
98844	SNO CO TREASURER	ACCT #1183315704121	CRIME VICTIM	1,465.25
98845	SONITROL	MONITORING SERVICE	PARK & RECREATION FAC	132.00
	SONITROL		UTIL ADMIN	133.00
	SONITROL		COMMUNITY CENTER	142.00
	SONITROL		PUBLIC SAFETY BLDG.	160.00
	SONITROL	INTRUSION MONITORING AND PERMI	PARK & RECREATION FAC	249.35
	SONITROL	MONITORING SERVICE	MAINT OF GENL PLANT	286.00
	SONITROL		ADMIN FACILITIES	333.00
	SONITROL		WASTE WATER TREATMENT F	491.26
	SONITROL	SYSTEM INSTALLATION	PARK & RECREATION FAC	1,562.37
98846	SOUND PUBLISHING	EMPLOYMENT AD	GENERAL SERVICES - OVERH	30.00
98847	SOUND SAFETY	JEANS-LEWIS	FACILITY MAINTENANCE	47.23
	SOUND SAFETY		FACILITY MAINTENANCE	94.46
	SOUND SAFETY	JEANS-HAVELLANA	SOLID WASTE OPERATIONS	127.76
	SOUND SAFETY	T-SHIRTS, LONG SLEEVE AND POLO	ER&R	359.97
	SOUND SAFETY	T-SHIRTS AND HOODIES	ER&R	411.76
98848	SOUTHERN COMPUTER	HP BATTERIES	COMPUTER SERVICES	261.12
98849	SPRINGBROOK NURSERY	BARK	ROADSIDE VEGETATION	350.00
98850	STANG, JONNY	UTILITY TAX REBATE	NON-DEPARTMENTAL	103.90
98851	STAPLES	OFFICE SUPPLIES	MUNICIPAL COURTS	20.65
	STAPLES		MUNICIPAL COURTS	102.82
	STAPLES		UTILITY BILLING	148.90
	STAPLES		COMMUNITY DEVELOPMENT-	161.09
98852	STATE PATROL	FINGERPRINT ID SERVICES	GENERAL FUND	191.75
	STATE PATROL	BACKGROUND CHECKS	PERSONNEL ADMINISTRATIO	230.00

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/12/2015 TO 3/18/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98853	STERLING DOOR	DOOR CLOSER	PUBLIC SAFETY BLDG.	420.43
98854	STOKES, MEAGHAN	UB 094702144000 4702 144TH PL	WATER/SEWER OPERATION	177.21
98855	STRAND, DELORA	UTILITY TAX REBATE	NON-DEPARTMENTAL	59.72
98856	STRAWBERRY LANES	INSTRUCTOR SERVICES	RECREATION SERVICES	245.00
98857	SUN BADGE CO	BADGE REPAIR REFUND	POLICE PATROL	-44.53
	SUN BADGE CO	BADGES	GENERAL FUND	-43.31
	SUN BADGE CO	BADGE REPAIR REFUND	GENERAL FUND	3.53
	SUN BADGE CO	BADGES	POLICE PATROL	546.81
98858	SUSON, MARIO	INTERPRETER SERVICES	COURTS	175.00
98859	SWAN, MARY ELAINE	UTILITY TAX REBATE	NON-DEPARTMENTAL	34.03
98860	SWANSON, AMANDA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
98861	SWANSON, SCOTT & ROB	UB 651445280002 10133 62ND DR	WATER/SEWER OPERATION	707.28
98862	TAKLO, ROBERT	UTILITY TAX REBATE	NON-DEPARTMENTAL	28.07
98863	TENORIO, MARIA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
98864	THYSSENKRUPP ELEVATO	PREVENTATIVE MAINTENANCE	PUBLIC SAFETY BLDG.	212.23
	THYSSENKRUPP ELEVATO		ADMIN FACILITIES	212.23
98865	TITLEIST	UMBRELLAS	GOLF COURSE	81.16
	TITLEIST	OUTERWEAR	GOLF COURSE	87.30
	TITLEIST	GOLF PANTS AND SHOES	GOLF COURSE	210.16
	TITLEIST	APPAREL	GOLF COURSE	321.46
	TITLEIST	GOLF SHOES	GOLF COURSE	496.23
	TITLEIST	GOLF BALLS	GOLF COURSE	918.32
98866	TOOLS PLUS	WRENCH SETS	WATER/SEWER OPERATION	-34.11
	TOOLS PLUS		WATER DIST MAINS	421.69
98867	TRAFFIC SAFETY SUPPL	POSTS AND ANCHOR SLEEVES	TRANSPORTATION MANAGEM	2,061.77
98868	UNITED PARCEL SERVIC	SHIPPING EXPENSE	TRANSPORTATION MANAGEM	14.82
	UNITED PARCEL SERVIC		POLICE PATROL	661.15
98869	VERIZON	AMR LINES	METER READING	256.72
98870	VINYL SIGNS & BANNER	VINYL DECALS	COMMUNITY CENTER	190.40
98871	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	GENERAL FUND	85.50
	WA STATE TREASURER		GENERAL FUND	49,117.48
98872	WALLING, PAULA	UTILITY TAX REBATE	NON-DEPARTMENTAL	19.40
98873	WAPRO	2015 WAPRO SPRING TRAINING-BRO	CITY CLERK	165.00
98874	WASTE MANAGEMENT	YARDWASTE AND RECYCLING SERVIC	RECYCLING OPERATION	106,261.77
98875	WAVEDIVISION HOLDING	INTERNET SERVICES	COMPUTER SERVICES	500.00
	WAVEDIVISION HOLDING		COMPUTER SERVICES	597.42
98876	WEBCHECK	WEBCHECK SERVICES-FEB 2015	UTILITY BILLING	809.47
98877	WEED GRAAFSTRA	LEGAL SERVICES	UTIL ADMIN	502.25
	WEED GRAAFSTRA		UTIL ADMIN	1,578.57
	WEED GRAAFSTRA		LEGAL-GENL	1,578.58
	WEED GRAAFSTRA		UTIL ADMIN	1,667.25
	WEED GRAAFSTRA		GMA - STREET	2,529.72
	WEED GRAAFSTRA		LEGAL-GENL	14,860.75
98878	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	POLICE INVESTIGATION	205.12
98879	WESTERN PETERBILT	SEAT BELT	EQUIPMENT RENTAL	255.83
98880	WESTERN SYSTEMS	BATTERY BACKUP SYSTEM	TRANSPORTATION MANAGEM	9,584.28
98881	WIDE FORMAT COMPANY	MAINTENANCE AGREEMENT KIP PRIN	UTIL ADMIN	106.62
98882	WILBUR-ELLIS	ESPLANADE	WATER SUPPLY MAINS	196.86
	WILBUR-ELLIS		WATER DIST MAINS	196.86
	WILBUR-ELLIS		WATER RESERVOIRS	196.87
	WILBUR-ELLIS	ROUNDUP AND CROSSBOW	WATER RESERVOIRS	466.27
	WILBUR-ELLIS		WATER SUPPLY MAINS	466.28
	WILBUR-ELLIS		WATER DIST MAINS	466.28
98883	WMTA	2015 CONFERENCE REGISTRATION-L	FINANCE-GENL	210.00
98884	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	UTIL ADMIN	44.46
	ZEE MEDICAL SERVICE		ENGR-GENL	44.46
	ZEE MEDICAL SERVICE		COURT FACILITIES	140.42

**CITY OF MARYSVILLE**  
**INVOICE LIST**  
**FOR INVOICES FROM 3/12/2015 TO 3/18/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98884	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT	COMMUNITY DEVELOPMENT-	164.83
98885	ZWEBER, MARY	UB 070650000001 5805 95TH ST N	WATER/SEWER OPERATION	43.25

WARRANT TOTAL:

**852,588.91**

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

CHECK #96961      CHECK LOST IN MAIL      (1321.59)

**851,267.32**

# *Index #3*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 13, 2015**

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

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the March 20, 2015 payroll in the amount \$1,178,802.66 Check No.'s 28716 through 28753.

**COUNCIL ACTION:**

# *Index #4*



**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 13, 2015**

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

Please see attached.

**RECOMMENDED ACTION:**

The Finance and Executive Departments recommend City Council approve the **March 25, 2015** claims in the amount of **\$292,287.83** paid by **Check No.'s 98886 through 99044 with no Check No. voided.**

**COUNCIL ACTION:**

**CLAIMS**  
FOR  
**PERIOD-3**

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **\$292,287.83 PAID BY CHECK NO.'S 98886 THROUGH 99044 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 **13<sup>TH</sup> DAY OF APRIL 2015.**

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

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

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COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/19/2015 TO 3/25/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
98886	ADKISSON, RUSLYN	JURY DUTY	COURTS	11.10
98887	AMERICAN RED CROSS	CPR/AED BLOODBORNE PATHOGENS (	EXECUTIVE ADMIN	361.00
98888	ANDERSON, BARBARA	JURY DUTY	COURTS	13.30
98889	APS, INC.	POST BASE LABELS	CITY CLERK	12.67
	APS, INC.		EXECUTIVE ADMIN	12.67
	APS, INC.		FINANCE-GENL	12.67
	APS, INC.		PERSONNEL ADMINISTRATIO	12.67
	APS, INC.		UTILITY BILLING	12.67
	APS, INC.		LEGAL - PROSECUTION	12.67
98890	ARAMARK UNIFORM	UNIFORM SERVICE	EQUIPMENT RENTAL	38.00
98891	ARLINGTON POWER	STIHL REPAIR	STORM DRAINAGE	45.15
	ARLINGTON POWER	TRIMMER REPAIR	STORM DRAINAGE	54.94
	ARLINGTON POWER		STORM DRAINAGE	57.66
	ARLINGTON POWER		STORM DRAINAGE	65.31
	ARLINGTON POWER		STORM DRAINAGE	230.66
98892	ASM AFFILIATES, INC.	POLESAW, TRIMMER & EDGER REPAI	GMA - STREET	772.00
98893	ASSN OF WA CITIES	PROFESSIONAL SERVICES	PERSONNEL ADMINISTRATIO	26,145.78
98894	BALCKBURN, SUMMER	2015 WORKERS COMP RETRO PROGRA	PARKS-RECREATION	55.00
98895	BALLEW, JAMES B	REFUND CLASS FEES	PERSONNEL ADMINISTRATIO	631.03
98896	BANK OF AMERICA	KAYAK REIMBURSEMENT	EXECUTIVE ADMIN	12.00
	BANK OF AMERICA	MEETING REIMBURSEMENT	EXECUTIVE ADMIN	16.27
98897	BANK OF AMERICA	SUPPLY REIMBURSEMENT	COMPUTER SERVICES	0.80
	BANK OF AMERICA		UTILITY BILLING	6.99
	BANK OF AMERICA		COMPUTER SERVICES	55.67
98898	BANK OF AMERICA	EMPLOYEE APPRECIATION	PERSONNEL ADMINISTRATIO	180.04
98899	BANK OF AMERICA	MEAL REIMBURSEMENT	OFFICE OPERATIONS	192.39
98900	BANK OF AMERICA	ADVERTISING REIMBURSEMENT	ENGR-GENL	300.00
98901	BANK OF AMERICA	SUPPLY REIMBURSEMENT	COMMUNITY CENTER	151.98
	BANK OF AMERICA		PARK & RECREATION FAC	516.78
98902	BANK OF AMERICA	TRAVEL REIMBURSEMENT	POLICE ADMINISTRATION	678.06
98903	BANK OF AMERICA	POSTAGE/MEAL REIMBURSEMENT	GENERAL FUND	-10.82
	BANK OF AMERICA		POLICE PATROL	133.78
	BANK OF AMERICA		POLICE PATROL	295.30
	BANK OF AMERICA		POLICE ADMINISTRATION	830.00
98904	BANK OF AMERICA	TRAVEL/TRAINING REIMBURSEMENT	POLICE TRAINING-FIREARMS	1,834.40
98905	BELCHER, ALEXANDRA	REFUND CLASS FEES	PARKS-RECREATION	45.00
98906	BICKFORD FORD	SPARK PLUGS AND COIL	EQUIPMENT RENTAL	600.90
98907	BODDA, DEBRA	REFUND CLASS FEES	PARKS-RECREATION	64.00
98908	BOTSCH, CHARLENE	JURY DUTY	COURTS	13.30
98909	BRINKS INC	ARMORED TRUCK SERVICE	COMMUNITY DEVELOPMENT-	103.20
	BRINKS INC		UTIL ADMIN	103.20
	BRINKS INC		GOLF ADMINISTRATION	186.12
	BRINKS INC		UTILITY BILLING	189.78
	BRINKS INC		POLICE ADMINISTRATION	362.95
	BRINKS INC		MUNICIPAL COURTS	362.96
98910	BUELL, JOHN	MEAL REIMBURSEMENT	WATER DIST MAINS	11.67
98911	BUSTOS, LAWRENCE	UB 980187000000 5900 64TH ST N	GARBAGE	50.28
98912	CARRS ACE	SIGNAL AND SIGN SHOP SUPPLIES	STREET LIGHTING	219.49
98913	CASTLE PROPERTIES^	UB 331412895000 4404 148TH ST	WATER/SEWER OPERATION	17.73
98914	CASTRO, PATRICK	JURY DUTY	COURTS	12.50
98915	CHEA, SAVY	UB 450520000000 4801 138TH ST	WATER/SEWER OPERATION	15.79
98916	CMS COMMUNICATIONS	MITEL PHONE REPAIR	COMPUTER SERVICES	431.88
98917	COATINGS NORTHWEST	EXTERIOR PAINTING OF KBCC	FACILITY REPLACEMENT	13,904.64
98918	COMMERCIAL FIRE	FIRE EXTINGUISHER SERVICE	ER&R	24.69
98919	COMPUCOM SYSTEMS	REMOTE DESKTOP LICENSES	SOURCE OF SUPPLY	411.60
	COMPUCOM SYSTEMS		COMPUTER SERVICES	1,234.77
98920	COOP SUPPLY	K9 FOOD	K9 PROGRAM	56.57
	COOP SUPPLY	K9 FOOD AND SUPPLIES	K9 PROGRAM	63.62
98921	CRIE, CANDEN	REFUND CLASS FEES	PARKS-RECREATION	25.00
98922	CTX MORTGAGE CO LLC	UB 221520000001 4411 122ND PL	WATER/SEWER OPERATION	24.20
98923	DAVIS, DEBORAH	JURY DUTY	COURTS	12.20

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98924	DB SECURE SHRED	MONTHLY SHREDDING SERVICE	CITY CLERK	7.46
	DB SECURE SHRED		FINANCE-GENL	7.46
	DB SECURE SHRED		UTILITY BILLING	7.47
	DB SECURE SHRED		LEGAL - PROSECUTION	11.19
	DB SECURE SHRED		EXECUTIVE ADMIN	11.20
98925	DEAL, TONYA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
98926	DICK, MICHAEL	JURY DUTY	COURTS	12.80
98927	DICKS TOWING	TOWING EXPENSE-AOA1751	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE-MP15-1097	POLICE PATROL	43.52
	DICKS TOWING	TOWING EXPENSE	EQUIPMENT RENTAL	718.08
98928	E&E LUMBER	STORAGE HOOKS, POLES, BAGS, TA	PURCHASING/CENTRAL STOF	12.47
	E&E LUMBER	GRAFFITI SUPPLIES	COMMUNITY DEVELOPMENT-	15.63
	E&E LUMBER	EXTENSION POLE AND RODS	STORM DRAINAGE	48.64
	E&E LUMBER	PS BLDG SUPPLIES	PUBLIC SAFETY BLDG.	66.97
	E&E LUMBER	SMALL TOOLS	WASTE WATER TREATMENT F	100.64
	E&E LUMBER	STORAGE HOOKS, POLES, BAGS, TA	ER&R	467.43
98929	EAST JORDAN IRON WOR	VALVE LIDS	WATER/SEWER OPERATION	367.13
98930	ECONOMIC ALLIANCE	ECONOMIC FORECAST-STEVENS	CITY COUNCIL	35.00
98931	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	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	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	189.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	356.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	968.00
98932	ESRI	SOFTWARE MAINTENANCE	STORM DRAINAGE	5,331.74
	ESRI		COMMUNITY DEVELOPMENT-	5,331.75
	ESRI		UTIL ADMIN	5,493.31
98933	EVERETT STAMP WORKS	BUILDING DEPT STAMPS	COMMUNITY DEVELOPMENT-	109.25
	EVERETT STAMP WORKS		COMMUNITY DEVELOPMENT-	713.47
98934	FIRESTONE	TIRES (6)	EQUIPMENT RENTAL	1,825.10
98935	FIZ, ROBIN	JURY DUTY	COURTS	11.90
98936	FRONTIER COMMUNICATI	ACCT #36065125170927115	STREET LIGHTING	45.47
	FRONTIER COMMUNICATI	ACCT #36065774950927115	STREET LIGHTING	45.47
	FRONTIER COMMUNICATI	ACCT #36065836350725085	UTIL ADMIN	46.27
	FRONTIER COMMUNICATI		COMMUNITY DEVELOPMENT-	46.27
	FRONTIER COMMUNICATI	ACCT #36065831360617105	MUNICIPAL COURTS	64.91
	FRONTIER COMMUNICATI	ACCT #36065962121015935	MAINT OF GENL PLANT	64.91
	FRONTIER COMMUNICATI	ACCT #36065976670111075	OFFICE OPERATIONS	64.91
	FRONTIER COMMUNICATI	ACCT #36065827660617105	MUNICIPAL COURTS	65.06
	FRONTIER COMMUNICATI	ACCT #36065191230801065	WATER FILTRATION PLANT	91.76
	FRONTIER COMMUNICATI	ACCT #25300981920624965	SEWER LIFT STATION	93.22
98937	GENUINE AUTO GLASS	WINDSHIELD REPLACEMENT	EQUIPMENT RENTAL	369.30
98938	GOVCONNECTION INC	SCADA NIC UPGRADE	WATER CAPITAL PROJECTS	242.34
98939	GRAY, DOMINIQUE	JURY DUTY	COURTS	13.30
98940	GREEN RIVER CC	WA OPERATOR WORKSHOP-AVEY	UTIL ADMIN	225.00
98941	GRIFFEN, CHRIS	PUBLIC DEFENDER	LEGAL - PUBLIC DEFENSE	262.50
98942	GROSSMAN, CALLI	REFUND CLASS FEES	PARKS-RECREATION	90.00
98943	HARRIS, SHELLIE	JURY DUTY	COURTS	11.60
98944	HASLER, INC	POSTAGE	MUNICIPAL COURTS	8.30
	HASLER, INC		PERSONNEL ADMINISTRATIO	9.47

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98944	HASLER, INC	POSTAGE	PARK & RECREATION FAC	18.58
	HASLER, INC		EXECUTIVE ADMIN	25.21
	HASLER, INC		LEGAL-GENL	25.46
	HASLER, INC		UTIL ADMIN	34.29
	HASLER, INC		COMMUNITY DEVELOPMENT-	104.57
	HASLER, INC		FINANCE-GENL	140.08
	HASLER, INC		UTILITY BILLING	185.59
	HASLER, INC		POLICE ADMINISTRATION	248.45
98945	HATLOE'S DECORATING	CARPET	FACILITY REPLACEMENT	1,540.52
98946	HD FOWLER COMPANY	PARTS REFUND	WATER SERVICE INSTALL	-223.93
	HD FOWLER COMPANY		WATER SERVICE INSTALL	-136.90
	HD FOWLER COMPANY	QUICK JOINT, ADAPTER AND POLY	WATER SERVICE INSTALL	337.17
	HD FOWLER COMPANY	METER BOX COVERS	WATER/SEWER OPERATION	574.25
	HD FOWLER COMPANY	SADDLES	WATER SERVICE INSTALL	648.80
	HD FOWLER COMPANY	HYDRANT REPLACEMENT PARTS	WATER CAPITAL PROJECTS	882.86
	HD FOWLER COMPANY	PIPE, BALL VALVES, COVERS AND	WATER SERVICE INSTALL	1,340.62
	HD FOWLER COMPANY	DI PIPE FOR HYDRANT REPLACEMEN	WATER CAPITAL PROJECTS	2,996.28
98947	HIMALAYA HOMES-RENTA	UB 987711320000 7711 32ND ST N	WATER/SEWER OPERATION	51.04
98948	HOGGART, BRIANNE	JURY DUTY	COURTS	12.20
98949	HOLTE, KATY	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
98950	HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE TA	NON-DEPARTMENTAL	3,378.87
98951	HUSTED, BETH & GREG	UB 760005000000 5311 71ST AVE	WATER/SEWER OPERATION	0.82
	HUSTED, BETH & GREG		WATER/SEWER OPERATION	105.90
98952	IMPERIO, SHELLAH	JURY DUTY	COURTS	11.10
98953	INTERSTATE AUTO PART	RECHARGEABLE LED FLASHLIGHTS	SOLID WASTE OPERATIONS	552.12
	INTERSTATE AUTO PART		EQUIPMENT RENTAL	552.12
98954	ISS-WONDERWARE	SUPPORT LICENSES	WATER CAPITAL PROJECTS	5,503.85
98955	K2 DATA SYSTEMS INC	SCADA UPGRADE	WATER CAPITAL PROJECTS	18,705.00
98956	KENNEDY/JENKS CONSUL	PROFESSIONAL SERVICES	WATER CAPITAL PROJECTS	239.04
98957	LARSON, HANNAH	WITNESS FEES	MUNICIPAL COURTS	15.60
98958	LASTING IMPRESSIONS	HATS AND EMBROIDERY	ER&R	233.05
98959	LEEED	AMMUNITION	POLICE TRAINING-FIREARMS	1,851.50
98960	LES SCHWAB TIRE CTR	TIRES (2)	ER&R	504.18
	LES SCHWAB TIRE CTR	TIRES (4)	ER&R	986.94
	LES SCHWAB TIRE CTR	TIRES (9)	ER&R	2,136.81
98961	LICENSING, DEPT OF	BARBIERI, JAMES (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BONTRAGER, CHRISTINA (ORIGINAL	GENERAL FUND	18.00
	LICENSING, DEPT OF	BOWLES, ROGER (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	BRADY, PATRICK (ORIGINAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	CONRADY, MATTHEW (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	FINLEY, JOSEPH (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	HERR, DANA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MAIN, JAMES (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	MARABLE, JEROME (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WHITE, PAMELA (RENEWAL)	GENERAL FUND	18.00
	LICENSING, DEPT OF	WILSON, LAWRENCE (ORIGINAL)	GENERAL FUND	18.00
98962	LYNCH, BRANDON L & H	UB 848424690000 8424 69TH ST N	WATER/SEWER OPERATION	248.72
98963	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	1,373.22
98964	MACPHERSON'S PROPERT	UB 985006000001 5006 67TH AVE	WATER/SEWER OPERATION	74.41
98965	MAKERS	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT-	3,553.75
98966	MARYSVILLE PRINTING	2015 UTILITY BILLING GUIDE	UTILITY BILLING	2,812.48
98967	MCCANN, CAMERON	REFUND CLASS FEES	PARKS-RECREATION	55.00
98968	MCLOUGHLIN & EARDLEY	STROBE REPLACEMENTS	ER&R	-12.44
	MCLOUGHLIN & EARDLEY	STROBE LIGHT	ER&R	-10.49
	MCLOUGHLIN & EARDLEY		ER&R	129.68
	MCLOUGHLIN & EARDLEY	STROBE REPLACEMENTS	ER&R	153.76
98969	MCPHERSON, LISA	JURY DUTY	COURTS	12.50
98970	MECHAM, BRANDON	UB 110470000000 4526 94TH PL N	WATER/SEWER OPERATION	2,000.00
98971	MENO, RICKEY	JURY DUTY	COURTS	12.20
98972	MEYER, AIRRON		COURTS	12.20
98973	MICROFLEX INC	SALES TAX AUDIT PROGRAM-FEB 20	FINANCE-GENL	51.75

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98974	MINNICH, GREG	JURY DUTY	COURTS	12.20
98975	MONDO-BOARDMAN, M		COURTS	13.30
98976	MONTGOMERY, TERRESSA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
98977	MSVL PLAZA ASSOC	UB 960140000000 1346 STATE AVE	WATER/SEWER OPERATION	234.07
98978	NATIONAL BARRICADE	SIGNS	TRANSPORTATION MANAGEM	981.85
	NATIONAL BARRICADE	CONES AND SIGNS	WATER DIST MAINS	1,469.34
98979	NC MACHINERY COMPANY	SEPARATORS AND FILTERS	ER&R	842.41
98980	NEHRING, JON	REIMBURSE TAXI	EXECUTIVE ADMIN	10.00
	NEHRING, JON		CITY COUNCIL	30.00
98981	NIELSEN, TERRY	JURY DUTY	COURTS	12.20
98982	NIELSON, CARMEN		COURTS	10.56
98983	NORTH COAST ELECTRIC	ELECTRICAL SUPPLIES	WASTE WATER TREATMENT F	87.44
98984	OBOM CONSTRUCTION	RELEASE RETAINAGE	GENERAL FUND	4,785.00
98985	OFFICE DEPOT	OFFICE SUPPLY CREDIT	POLICE PATROL	-20.66
	OFFICE DEPOT	OFFICE SUPPLIES	POLICE PATROL	20.66
	OFFICE DEPOT		POLICE INVESTIGATION	22.83
	OFFICE DEPOT		POLICE INVESTIGATION	83.03
	OFFICE DEPOT		EXECUTIVE ADMIN	99.10
	OFFICE DEPOT		EXECUTIVE ADMIN	201.63
	OFFICE DEPOT		POLICE PATROL	247.95
	OFFICE DEPOT		LEGAL - PROSECUTION	320.78
98986	OLOMC 46 LLC*	UB 131334500000 11906 46TH AVE	WATER/SEWER OPERATION	154.55
98987	PACIFIC POWER BATTER	BATTERY CABLE ENDS	EQUIPMENT RENTAL	2.92
98988	PAPE MACHINERY	OIL FILTERS	ER&R	82.02
98989	PARTS STORE, THE	GAS CAP	EQUIPMENT RENTAL	8.93
	PARTS STORE, THE	TUBING AND HARDWARE	STORM DRAINAGE	163.53
	PARTS STORE, THE	FILTERS, WIPER BLADES AND HEAD	ER&R	313.07
	PARTS STORE, THE	FILTERS, WD40, BUNGEE CORDS AN	ER&R	366.90
98990	PATRIARCA, CARMELITA	UB 741470400000 5906 57TH DR N	WATER/SEWER OPERATION	5.00
	PATRIARCA, CARMELITA		WATER/SEWER OPERATION	83.84
98991	PAYMENTUS	TRANSACTION FEES-FEB 2015	UTILITY BILLING	10,677.48
98992	PILCHUCK RENTALS	WIRE AND SPARK PLUG	STORM DRAINAGE	25.56
98993	PUD	ACCT #2024-6102-6	MAINT OF GENL PLANT	32.55
	PUD	ACCT #2009-7395-6	SEWER LIFT STATION	49.93
	PUD	ACCT #2031-9973-2	TRANSPORTATION MANAGEM	84.34
	PUD	ACCT #2004-4880-1	TRANSPORTATION MANAGEM	87.85
	PUD	ACCT #2021-7595-6	TRAFFIC CONTROL DEVICES	97.88
	PUD	ACCT #2020-0351-3	PUMPING PLANT	233.74
	PUD	ACCT #2016-2888-0	WASTE WATER TREATMENT F	258.62
	PUD	ACCT #2048-2122-7	TRAFFIC CONTROL DEVICES	360.47
	PUD	ACCT #2054-1976-5	PUBLIC SAFETY BLDG.	379.07
	PUD	ACCT #2016-7563-4	WASTE WATER TREATMENT F	910.04
	PUD	ACCT #2015-8728-4	WASTE WATER TREATMENT F	1,043.68
	PUD	ACCT #2008-2454-8	MAINT OF GENL PLANT	1,257.97
	PUD	ACCT #2021-7733-3	MAINT OF GENL PLANT	1,524.08
	PUD	ACCT #2011-4725-3	PUMPING PLANT	2,744.76
	PUD	ACCT #2003-0347-7	WATER FILTRATION PLANT	3,057.72
	PUD	ACCT #2014-6303-1	PUBLIC SAFETY BLDG.	3,349.90
	PUD	ACCT #2016-3968-9	MAINT OF GENL PLANT	3,363.43
	PUD	ACCT #2015-7792-1	PUMPING PLANT	3,790.28
	PUD	ACCT #2020-0499-0	LIBRARY-GENL	3,888.03
	PUD	ACCT #2020-7500-8	WASTE WATER TREATMENT F	6,134.23
	PUD	ACCT #2014-2063-5	WASTE WATER TREATMENT F	9,963.65
	PUD	ACCT #2017-2118-0	WASTE WATER TREATMENT F	14,317.93
98994	PUGET SOUND SECURITY	SPARE KEYS	EQUIPMENT RENTAL	134.64
98995	QUATTRIN, PATTY	JURY DUTY	COURTS	13.30
98996	QUILCEDA COMMUNITY	CDBG-WILLOW PLACE UPGRADES	COMMUNITY DEVELOPMENT-	2,846.30
98997	RASAR, DAVID	REIMBURSE MILEAGE	STORM DRAINAGE	59.92
98998	RAY ALLEN MANUFACTUR	K9 SUPPLIES	GENERAL FUND	-36.25
	RAY ALLEN MANUFACTUR		K9 PROGRAM	448.16
98999	REGAN, TERAH	REFUND CLASS FEES	PARKS-RECREATION	25.00

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99000	RICOH USA, INC.	PRINTER/COPIER METER READS	MAINTENANCE	8.26
	RICOH USA, INC.		COMMUNITY CENTER	9.59
	RICOH USA, INC.		MUNICIPAL COURTS	12.40
	RICOH USA, INC.		GENERAL SERVICES - OVERH	17.18
	RICOH USA, INC.		UTILITY BILLING	24.90
	RICOH USA, INC.	PRINTER/COPIER CHARGES	MAINTENANCE	27.73
	RICOH USA, INC.		COMMUNITY CENTER	27.73
	RICOH USA, INC.	PRINTER/COPIER METER READS	CITY CLERK	27.77
	RICOH USA, INC.		FINANCE-GENL	27.77
	RICOH USA, INC.		TRIBAL GAMING-GENL	37.32
	RICOH USA, INC.	PRINTER/COPIER CHARGES	POLICE PATROL	65.77
	RICOH USA, INC.		TRIBAL GAMING-GENL	74.84
	RICOH USA, INC.	PRINTER/COPIER METER READS	PROBATION	77.19
	RICOH USA, INC.	PRINTER/COPIER CHARGES	GENERAL SERVICES - OVERH	87.69
	RICOH USA, INC.	PRINTER/COPIER METER READS	ENGR-GENL	92.29
	RICOH USA, INC.	PRINTER/COPIER CHARGES	LEGAL - PROSECUTION	131.22
	RICOH USA, INC.	PRINTER/COPIER METER READS	PARK & RECREATION FAC	135.07
	RICOH USA, INC.		LEGAL - PROSECUTION	137.00
	RICOH USA, INC.	PRINTER/COPIER CHARGES	ENGR-GENL	143.75
	RICOH USA, INC.		POLICE INVESTIGATION	144.18
	RICOH USA, INC.	PRINTER/COPIER METER READS	EXECUTIVE ADMIN	144.66
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	158.53
	RICOH USA, INC.		UTIL ADMIN	172.36
	RICOH USA, INC.		POLICE INVESTIGATION	173.68
	RICOH USA, INC.	PRINTER/COPIER CHARGES	UTILITY BILLING	178.81
	RICOH USA, INC.	PRINTER/COPIER METER READS	DETENTION & CORRECTION	182.18
	RICOH USA, INC.	PRINTER/COPIER CHARGES	EXECUTIVE ADMIN	186.24
	RICOH USA, INC.		POLICE PATROL	194.66
	RICOH USA, INC.		CITY CLERK	199.44
	RICOH USA, INC.		FINANCE-GENL	199.44
	RICOH USA, INC.		PERSONNEL ADMINISTRATIO	206.95
	RICOH USA, INC.		PROBATION	212.17
	RICOH USA, INC.		WASTE WATER TREATMENT F	235.15
	RICOH USA, INC.	PRINTER/COPIER METER READS	COMMUNITY DEVELOPMENT-	251.67
	RICOH USA, INC.	PRINTER/COPIER CHARGES	DETENTION & CORRECTION	260.96
	RICOH USA, INC.	PRINTER/COPIER METER READS	POLICE PATROL	284.55
	RICOH USA, INC.	PRINTER/COPIER CHARGES	PARK & RECREATION FAC	308.59
	RICOH USA, INC.		UTIL ADMIN	377.22
	RICOH USA, INC.		COMMUNITY DEVELOPMENT-	583.19
	RICOH USA, INC.	PRINTER/COPIER METER READS	OFFICE OPERATIONS	723.25
	RICOH USA, INC.	PRINTER/COPIER CHARGES	OFFICE OPERATIONS	849.25
99001	ROY ROBINSON	VEHICLE REPAIR	EQUIPMENT RENTAL	1,429.81
99002	SAPPINGFIELD, TROY	JURY DUTY	COURTS	13.30
99003	SAUNDERS, CHAD		COURTS	13.30
99004	SCORE	INMATE MEDICAL SERVICES	DETENTION & CORRECTION	20.84
99005	SEASIDE LANDSCAPE	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
99006	SEAWESTERN INC	VOICE BOX	DRUG ENFORCEMENT	1,839.94
99007	SEIBERT, JEFF	TRAVEL REIMBURSEMENT	CITY COUNCIL	124.68
99008	SHEPARD, CARLA	RENTAL DEPOSIT REFUND	GENERAL FUND	100.00
99009	SHERMAN, KRISTINA	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
99010	SHERWIN WILLIAMS	PAINTING SUPPLIES	FACILITY MAINTENANCE	98.16
99011	SHORT, JAMES S	UB 104728000000 4728 88TH PL N	WATER/SEWER OPERATION	25.00
99012	SMARSH INC	SETUP FEE/MOBILE TEXT	INFORMATION SERVICES	-11.18
	SMARSH INC		COMPUTER SERVICES	29.38
	SMARSH INC		COMPUTER SERVICES	108.80
99013	SNAP-ON INCORPORATED	WRENCH	EQUIPMENT RENTAL	105.56
	SNAP-ON INCORPORATED	SPRING, RATCHETS, SOCKET & COI	EQUIPMENT RENTAL	487.50
99014	SNO CO FINANCE	COMPLETE BUILD UP OF VEHICLE	EQUIPMENT RENTAL	6,516.06
99015	SONSRAY MACHINERY	SWITCH, HARNESS AND CORDS	EQUIPMENT RENTAL	706.65
	SONSRAY MACHINERY	PIVOT PIN, WASHER, SEAL AND BU	EQUIPMENT RENTAL	1,209.00
99016	SOUND PUBLISHING	LEGAL ADS	COMMUNITY DEVELOPMENT-	46.34

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99017	STAPLES	OFFICE SUPPLY CREDIT	EXECUTIVE ADMIN	-63.65
	STAPLES	OFFICE SUPPLIES	ENGR-GENL	17.83
	STAPLES		PERSONNEL ADMINISTRATIO	56.04
	STAPLES		STORM DRAINAGE	98.36
	STAPLES		EXECUTIVE ADMIN	126.71
	STAPLES		COMMUNITY DEVELOPMENT-	213.73
99018	STEVE & SHARON KENNE	UB 300240000000 5621 135TH PL	WATER/SEWER OPERATION	25.35
99019	STRATEGIES 360	PROFESSIONAL SERVICES	GENERAL SERVICES - OVERF	3,781.37
	STRATEGIES 360		WASTE WATER TREATMENT F	3,781.37
	STRATEGIES 360		UTIL ADMIN	5,041.82
99020	TAYLOR, DAUPHNE	UB 844000030000 7007 78TH DR N	WATER/SEWER OPERATION	11.20
99021	TECHNICAL WATERPROOF	RESEAL WINDOWS	LIBRARY-GENL	7,833.60
99022	THARP & CO	UB 721210000000 7121 19TH DR N	WATER/SEWER OPERATION	76.61
99023	TOLMAN, ROBERT	JURY DUTY	COURTS	14.90
99024	TRANSPORTATION, DEPT	BIA PROJECT COSTS	GMA - STREET	1,006.39
99025	TYLER TECHNOLOGIES	UBCIS TRAINING	UTILITY BILLING	1,175.00
99026	UNITED PARCEL SERVIC	SHIPPING EXPENSE	GMA - STREET	0.19
	UNITED PARCEL SERVIC		SEWER LIFT STATION	1.40
	UNITED PARCEL SERVIC		POLICE PATROL	2.18
	UNITED PARCEL SERVIC		UTILITY LOCATING	3.53
	UNITED PARCEL SERVIC		GMA - STREET	10.68
99027	VAN DAM'S ABBEY	RECARPET HALLWAY	UTIL ADMIN	1,933.63
99028	VERIZON	WIRELESS CHARGES	SOLID WASTE CUSTOMER EX	21.50
	VERIZON		PURCHASING/CENTRAL STOF	21.50
	VERIZON		ANIMAL CONTROL	29.65
	VERIZON		GOLF ADMINISTRATION	43.00
	VERIZON		UTILITY BILLING	43.25
	VERIZON		CRIME PREVENTION	45.24
	VERIZON		MUNICIPAL COURTS	54.42
	VERIZON		FINANCE-GENL	54.42
	VERIZON		PERSONNEL ADMINISTRATIO	54.42
	VERIZON		YOUTH SERVICES	70.83
	VERIZON		WATER SUPPLY MAINS	80.04
	VERIZON		LEGAL-GENL	90.50
	VERIZON		OFFICE OPERATIONS	94.96
	VERIZON		EQUIPMENT RENTAL	97.42
	VERIZON		LEGAL - PROSECUTION	108.84
	VERIZON		PROPERTY TASK FORCE	108.84
	VERIZON		FACILITY MAINTENANCE	108.84
	VERIZON		ENGR-GENL	140.42
	VERIZON		PARK & RECREATION FAC	140.42
	VERIZON		RECREATION SERVICES	161.92
	VERIZON		SOLID WASTE OPERATIONS	172.00
	VERIZON		EXECUTIVE ADMIN	182.44
	VERIZON		DETENTION & CORRECTION	187.68
	VERIZON		COMMUNITY DEVELOPMENT-	212.03
	VERIZON		STORM DRAINAGE	287.97
	VERIZON		POLICE INVESTIGATION	325.49
	VERIZON		GENERAL SERVICES - OVERF	456.94
	VERIZON		POLICE ADMINISTRATION	604.37
	VERIZON		COMPUTER SERVICES	640.17
	VERIZON		WASTE WATER TREATMENT F	674.45
	VERIZON		UTIL ADMIN	1,112.22
	VERIZON		POLICE PATROL	3,515.35
99029	VINSON, NATHANIEL	JURY DUTY	COURTS	15.00
99030	VINYL PRODUCTS	MATTRESSES (50)	GENERAL FUND	-560.51
	VINYL PRODUCTS		DETENTION & CORRECTION	6,929.85
99031	VOGAN, MARIELLA	UTILITY TAX REBATE	NON-DEPARTMENTAL	57.56
99032	WAGASKY, DOMINGA E	UB 091672500000 9706 52ND AVE	WATER/SEWER OPERATION	223.50
99033	WAGGONER, GINA	REFUND BUSINESS LICENSE FEES	GENL FUND BUS LIC & PERMI	50.00
99034	WEST PAYMENT CENTER	WEST INFORMATION CHARGES	LEGAL - PROSECUTION	704.26



**CITY OF MARYSVILLE  
 INVOICE LIST**

**FOR INVOICES FROM 3/19/2015 TO 3/25/2015**

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
99035	WESTERN PETERBILT	ANTENNA AND CABLE	EQUIPMENT RENTAL	30.89
99036	WESTLING, GAYLE WESTLING, GAYLE	REFUND RENTAL FEES AND DEPOSIT	PARKS-RECREATION GENERAL FUND	50.00 100.00
99037	WINDERMERE RELOCATIO	UB 141361090002 12126 41ST AVE	WATER/SEWER OPERATION	132.49
99038	WOMER & ASSOCIATES	PROFESSIONAL SERVICES	COMMUNITY DEVELOPMENT-	268.75
99039	WOODHULL, TONI WOODHULL, TONI WOODHULL, TONI	UTILITY TAX REBATE	UTIL ADMIN NON-DEPARTMENTAL UTIL ADMIN	38.45 68.39 143.30
99040	WRIGHT, DONNA	REIMBURSE TRAVEL EXPENSES	CITY COUNCIL	426.15
99041	WRIGHT, JAMIE	REFUND CLASS FEES	PARKS-RECREATION	74.00
99042	YAKIMA COUNTY DOC	INMATE HOUSING-FEB 2015	DETENTION & CORRECTION	14,637.08
99043	YBARRA, LESLIE G	UB 452119290000 13816 53RD AVE	WATER/SEWER OPERATION	21.84
99044	ZAHNOW, BRAD	REIMBURSE BAT EXAM AND TRAININ	UTIL ADMIN	235.00

WARRANT TOTAL:

**292,287.83**

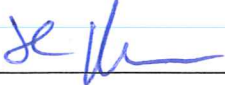
REASON FOR VOIDS:  
 UNCLAIMED PROPERTY  
 INITIATOR ERROR  
 WRONG VENDOR  
 CHECK LOST/DAMAGED IN MAIL

# *Index #5*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: April 13, 2015**

<b>AGENDA ITEM:</b> Contract Award – 2015 Pavement Preservation Program	
<b>PREPARED BY:</b> Jeff Laycock, Project Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> Certified Bid Tabulation, Vicinity Map	
<b>BUDGET CODE:</b> 10200030.548000.TB501 10200030.548000.M1501	<b>AMOUNT:</b> \$1,300,000.00

**SUMMARY:**

The 2015 Pavement Preservation Program includes the resurfacing of streets as shown on the attached vicinity map. The project includes Transportation Benefit District funds and City Preservation Funds.

The project was advertised for a March 31, 2015 bid opening. The City received 5 bids as shown on the attached bid tabulation. The low bidder was JB Asphalt, but their bid was rejected due to an irregular bid. The next low bidder was CEMEX Construction Materials Pacific LLC at \$1,214,684.00. The engineer's estimate was \$1,285,605.25. CEMEX constructed the 2014 pavement preservation projects. References have been checked and found to be satisfactory.

Schedule A (10200030.548000.TB501)	\$760,547.00
Schedule B (10200030.548000.M1501)	\$454,137.00
Total (includes sales tax)	\$1,214,684.00

Management Reserve:	\$85,316.00
Construction Total:	\$1,300,000.00

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the 2015 Pavement Preservation Program contract with CEMEX Construction Materials Pacific LLC in the amount of \$1,214,684.00 including Washington State Sales Tax and approve a management reserve of \$85,316.00 for a total allocation of \$1,300,000.00.

2015 Pavement Preservation Program

Certified Bid Tab

3/31/2015

Apparent Low Bid

Bid Rejected due to Proposal Form Not Properly Executed



Schedule A - 10200030.541000.TB501

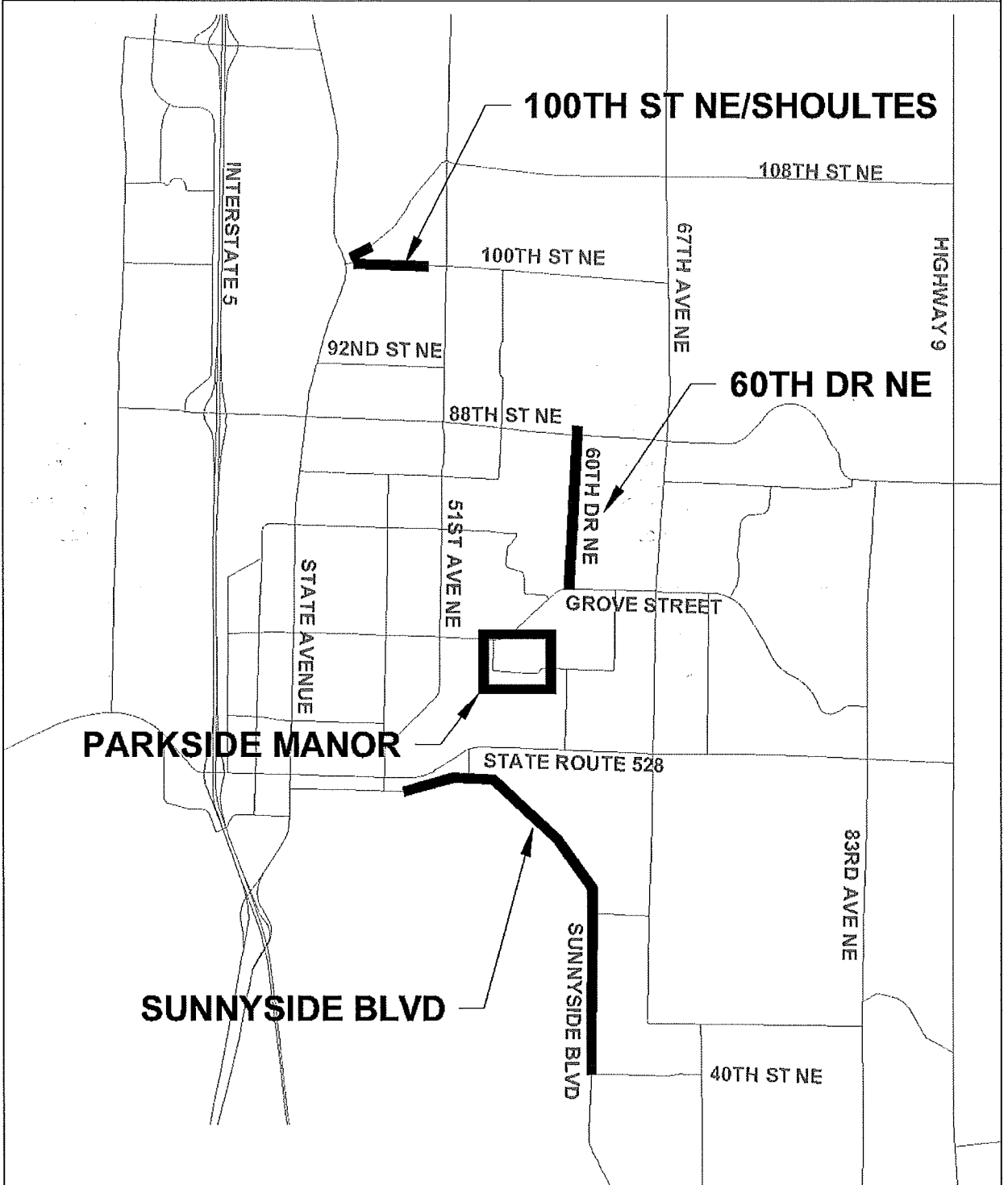
Section Item	Description	Quantity	Units	Engineer's Estimate		Cemex		Granite Construction		Northshore Paving		Lakeside	
				Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1 MINOR CHANGES	EST	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
1-07.15	2 SPCC PLAN	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$500.00
1-09.7	3 MOBILIZATION	LS	1	\$61,621.50	\$61,621.50	\$60,000.00	\$60,000.00	\$8,400.00	\$8,400.00	\$53,850.00	\$53,850.00	\$81,250.00	\$100,000.00
1-10.5	4 PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$150,000.00	\$150,000.00	\$40,000.00	\$40,000.00	\$65,000.00	\$65,000.00	\$122,500.00	\$122,500.00	\$81,250.00	\$110,000.00
2-03.5	5 UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CY	150	\$55.00	\$8,250.00	\$3,750.00	\$5,625.00	\$5.00	\$750.00	\$5.00	\$750.00	\$5.00	\$750.00
4-04.5	6 CRUSHED SURFACING TOP COURSE	TON	100	\$50.00	\$5,000.00	\$2,500.00	\$2,500.00	\$8.00	\$800.00	\$8.00	\$800.00	\$8.00	\$800.00
4-04.5	7 CRUSHED SURFACING BASE COURSE	TON	115	\$50.00	\$5,750.00	\$2,500.00	\$2,500.00	\$8.00	\$920.00	\$8.00	\$920.00	\$8.00	\$920.00
5-04.5	8 PAVEMENT REPAIR EXCAVATION INCL. HAUL	SV	4075	\$8.00	\$32,600.00	\$2,875.00	\$28,725.00	\$4.00	\$16,300.00	\$4.00	\$16,300.00	\$4.00	\$16,300.00
5-04.5	9 PLANNING BITUMINOUS PAVEMENT	SV	21815	\$3.50	\$76,352.50	\$3.00	\$65,445.00	\$2.80	\$61,082.00	\$2.80	\$61,082.00	\$2.80	\$61,082.00
7-05.5	10 HMA CI. 1/2 IN PG 64-22	TON	3875	\$82.00	\$318,650.00	\$84.00	\$325,950.00	\$339.00	\$1,319,725.00	\$87.30	\$338,617.50	\$87.30	\$338,617.50
7-05.5	11 ADJUST MANHOLE	EACH	16	\$500.00	\$8,000.00	\$800.00	\$12,800.00	\$450.00	\$7,200.00	\$685.00	\$10,960.00	\$400.00	\$6,400.00
7-05.5	12 ADJUST CATCH BASIN	EACH	31	\$500.00	\$15,500.00	\$500.00	\$15,500.00	\$360.00	\$11,160.00	\$485.00	\$15,035.00	\$400.00	\$12,000.00
8-04.5	13 PROPERTY RESTORATION	EACH	31	\$8,000.00	\$2,480.00	\$8,000.00	\$2,480.00	\$3,900.00	\$11,700.00	\$7,800.00	\$23,400.00	\$8,500.00	\$25,500.00
8-04.5	14 GEMENT CONC. TRAFFIC CURB AND GUTTER	LS	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$3,900.00	\$3,900.00	\$7,800.00	\$7,800.00	\$8,500.00	\$25,500.00
8-04.5	15 GEMENT CONC. PAVEMENT CURB	LS	440	\$18.00	\$7,920.00	\$18.00	\$7,920.00	\$18.00	\$7,920.00	\$18.00	\$7,920.00	\$18.00	\$7,920.00
8-04.5	16 RAISED PAVEMENT MARKER TYPE 1	HUN	24	\$250.00	\$6,000.00	\$200.00	\$4,800.00	\$240.00	\$5,760.00	\$240.00	\$5,760.00	\$240.00	\$5,760.00
8-04.5	17 RAISED PAVEMENT MARKER TYPE 2	HUN	9	\$350.00	\$3,150.00	\$400.00	\$3,600.00	\$360.00	\$3,240.00	\$388.00	\$3,492.00	\$350.00	\$3,150.00
8-13.5	18 ADJUST MONUMENT CASE AND COVER	EACH	9	\$350.00	\$3,150.00	\$400.00	\$3,600.00	\$280.00	\$2,520.00	\$485.00	\$4,365.00	\$325.00	\$2,925.00
8-13.5	19 ADJUST MONUMENT CASE AND COVER	EACH	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$500.00	\$500.00
8-14.5	20 GEMENT CONC. SIDEWALK	SV	280	\$150.00	\$42,000.00	\$123.00	\$34,440.00	\$205.00	\$57,400.00	\$132.00	\$36,960.00	\$125.00	\$35,000.00
8-14.5	21 GEMENT CONC. SIDEWALK	SV	280	\$50.00	\$14,000.00	\$48.00	\$13,440.00	\$24.00	\$6,720.00	\$50.95	\$14,266.00	\$47.00	\$13,160.00
8-20.5	22 DETECTABLE WARNING SURFACE	EACH	3	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$2,300.00	\$6,900.00	\$2,500.00	\$7,500.00	\$1,300.00	\$3,900.00
8-22.5	23 REPAVE TRAFFIC LOOP	LF	2325	\$0.75	\$1,743.75	\$0.56	\$1,294.50	\$0.40	\$930.00	\$0.41	\$953.25	\$0.55	\$1,278.75
8-22.5	24 PAINTED LINE	LF	625	\$1.00	\$625.00	\$1.00	\$625.00	\$0.62	\$389.50	\$0.62	\$389.50	\$0.55	\$343.75
8-22.5	25 PAINTED WIDE LINE	LF	65	\$15.00	\$975.00	\$10.00	\$650.00	\$5.50	\$357.50	\$5.50	\$357.50	\$10.00	\$975.00
8-22.5	26 PLASTIC WIDE LINE	LF	300	\$3.00	\$900.00	\$3.00	\$900.00	\$2.00	\$600.00	\$2.00	\$600.00	\$2.40	\$720.00
8-22.5	27 PLASTIC STOP LINE	LF	120	\$10.00	\$1,200.00	\$8.00	\$960.00	\$7.50	\$900.00	\$7.60	\$912.00	\$3.25	\$384.00
8-22.5	28 PLASTIC CROSSWALK	SP	625	\$8.00	\$5,000.00	\$5.60	\$3,500.00	\$5.00	\$3,125.00	\$5.00	\$3,125.00	\$5.50	\$3,437.50
8-22.5	30 PLASTIC TRAFFIC ARROW	EACH	17	\$150.00	\$2,550.00	\$80.00	\$1,360.00	\$52.00	\$884.00	\$61.55	\$1,046.35	\$55.00	\$935.00
Schedule A Construction Total					\$820,190.25		\$655,803.50		\$760,547.00		\$768,905.50		\$844,304.50

Schedule B - 10200030.546000.M1501

Section Item	Description	Quantity	Units	Engineer's Estimate		Cemex		Granite Construction		Northshore Paving		Lakeside	
				Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1 MINOR CHANGES	EST	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
1-07.15	2 SPCC PLAN	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
1-09.7	3 MOBILIZATION	LS	1	\$34,500.00	\$34,500.00	\$35,000.00	\$35,000.00	\$4,000.00	\$4,000.00	\$38,875.00	\$38,875.00	\$50,000.00	\$75,000.00
2-03.5	5 UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CY	400	\$55.00	\$22,000.00	\$30,000.00	\$13,200.00	\$72,000.00	\$72,000.00	\$57,475.00	\$57,475.00	\$55,000.00	\$55,000.00
4-04.5	6 CRUSHED SURFACING TOP COURSE	TON	120	\$50.00	\$6,000.00	\$3,000.00	\$3,000.00	\$4.00	\$480.00	\$4.00	\$480.00	\$4.00	\$480.00
4-04.5	7 CRUSHED SURFACING BASE COURSE	TON	250	\$50.00	\$12,500.00	\$3,000.00	\$3,000.00	\$8.00	\$2,000.00	\$8.00	\$2,000.00	\$8.00	\$2,000.00
5-04.5	8 PAVEMENT REPAIR EXCAVATION INCL. HAUL	SV	3500	\$8.00	\$28,000.00	\$5.00	\$17,500.00	\$5.00	\$17,500.00	\$5.00	\$17,500.00	\$5.00	\$17,500.00
5-04.5	9 PLANNING BITUMINOUS PAVEMENT	SV	4425	\$3.50	\$15,487.50	\$3.00	\$13,275.00	\$5.00	\$22,125.00	\$4.85	\$21,461.25	\$5.00	\$22,125.00
7-05.5	10 HMA CI. 1/2 IN PG 64-22	TON	3050	\$82.00	\$250,100.00	\$83.00	\$253,150.00	\$94.00	\$286,700.00	\$87.30	\$266,285.00	\$86.00	\$264,400.00
7-05.5	11 ADJUST MANHOLE	EACH	13	\$500.00	\$6,500.00	\$500.00	\$6,500.00	\$430.00	\$5,390.00	\$465.00	\$6,435.00	\$400.00	\$5,200.00
7-05.5	12 ADJUST WATER VALVE	EACH	10	\$350.00	\$3,500.00	\$260.00	\$900.00	\$440.00	\$1,540.00	\$465.00	\$3,585.00	\$255.00	\$892.50
8-02.5	13 PROPERTY RESTORATION	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$7,800.00	\$7,800.00	\$4,500.00	\$13,500.00
8-09.5	15 RAISED PAVEMENT MARKER TYPE 1	HUN	11	\$350.00	\$3,850.00	\$240.00	\$840.00	\$170.00	\$594.00	\$388.00	\$3,880.00	\$400.00	\$1,400.00
8-09.5	16 RAISED PAVEMENT MARKER TYPE 2	HUN	3	\$350.00	\$1,050.00	\$384.00	\$1,353.60	\$1,170.00	\$4,131.00	\$388.00	\$1,382.40	\$355.00	\$1,265.00
8-13.5	17 ADJUST MONUMENT	EACH	8	\$350.00	\$2,800.00	\$280.00	\$980.00	\$400.00	\$1,400.00	\$465.00	\$1,720.00	\$225.00	\$787.50
8-22.5	18 PAINTED LINE	LF	2850	\$0.50	\$1,425.00	\$0.56	\$1,587.00	\$0.40	\$1,140.00	\$0.41	\$1,162.50	\$0.55	\$1,567.50
8-22.5	19 PAINTED WIDE LINE	LF	1750	\$0.75	\$1,312.50	\$2.00	\$3,500.00	\$2.00	\$3,500.00	\$0.62	\$1,085.00	\$0.62	\$1,085.00
8-22.5	20 PLASTIC STOP LINE	LF	26	\$10.00	\$260.00	\$13.50	\$351.00	\$7.50	\$195.00	\$7.60	\$197.60	\$11.25	\$292.50
8-23.5	21 PLASTIC TRAFFIC ARROW	SP	180	\$6.00	\$1,080.00	\$10.00	\$1,800.00	\$5.00	\$900.00	\$5.00	\$900.00	\$5.00	\$900.00
Schedule B Construction Total					\$465,415.00		\$411,980.00		\$481,650.00		\$496,266.35		\$554,509.50
CONSTRUCTION TOTAL					\$1,285,605.25		\$1,067,783.50		\$1,242,197.00		\$1,265,161.50		\$1,398,814.00



# VICINITY MAP




# *Index #6*



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

**CITY COUNCIL MEETING DATE:** April 13, 2015

<b>AGENDA ITEM:</b> Contract Award – State Avenue Corridor Improvements (116 <sup>th</sup> St NE to 136 <sup>th</sup> St NE)	
<b>PREPARED BY:</b> Jeff Laycock, Project Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> Certified Bid Tabulation, Vicinity Map	
<b>BUDGET CODE:</b> 30500030.563000, R1404	<b>AMOUNT:</b> \$3,225,746.00

**SUMMARY:**

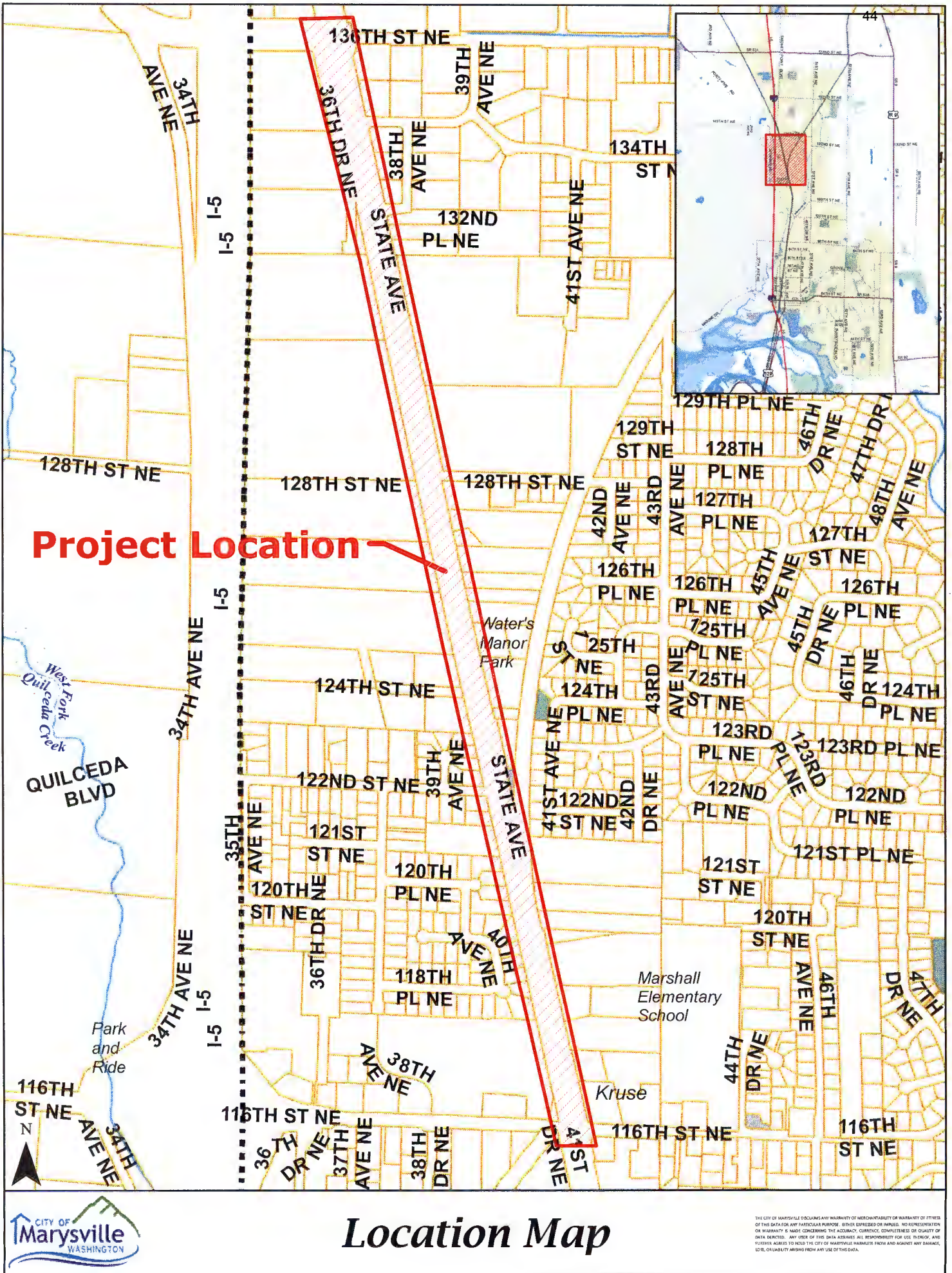
The State Avenue Corridor Improvements project from 116<sup>th</sup> St NE to 136<sup>th</sup> St NE includes widening from its current three lane section to a five lane section, adding curb, gutter and sidewalk, stormwater improvements, street lighting on the east side and replacing the signal at the intersection of 128<sup>th</sup> St NE. The project is funded in part by the Transportation Improvement Board (TIB). The total TIB contribution towards construction is estimated at \$2,501,614.

The project was advertised for a March 19, 2015 bid opening. The City received 10 bids as shown on the attached bid tabulation. The low bidder was RRJ Company LLC at \$2,925,746.00. The engineer's estimate was \$3,261,419.50. References have been checked and found to be satisfactory.

Contract Bid (Includes Sales Tax):	\$2,925,746.00
Management Reserve:	\$300,000.00
Construction Total:	\$3,225,746.00
<u>TIB (Construction Estimated)</u>	<u>\$2,501,614.00</u>
Total Cost to City (Construction):	\$724,132.00

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the State Avenue Corridor Improvements (116<sup>th</sup> St NE to 136<sup>th</sup> St NE) contract with RRJ Company LLC in the amount of \$2,925,746.00 including Washington State Sales Tax and approve a management reserve of \$300,000.00 for a total allocation of \$3,225,746.00.









R1404 - State Avenue Corridor Improvements  
Certified Bid Tab

Apparent Low Bid

BID ADDITIVE

Section	Item	Description	Quantity	Units	Engineer's Estimate		SRV Construction, Inc.		RRJ Company LLC		Reese Construction Co		Rodarte Construction		Kamins Construction	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1A	Minor Change	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
1-09.7	2A	Mobilization	1	LS	\$22,880.00	\$22,880.00	\$6,500.00	\$6,500.00	\$1,820.00	\$1,820.00	\$5,000.00	\$5,000.00	\$22,000.00	\$22,000.00	\$11,550.00	\$11,550.00
1-10.5	3A	Project Temporary Traffic Control	1	LS	\$40,000.00	\$40,000.00	\$14,600.00	\$14,600.00	\$9,245.00	\$9,245.00	\$13,000.00	\$13,000.00	\$6,000.00	\$6,000.00	\$17,512.00	\$17,512.00
5-04.5	4A	Planing Bituminous Pavement	17,000	SY	\$3.00	\$51,000.00	\$1.10	\$18,700.00	\$1.80	\$30,600.00	\$2.00	\$34,000.00	\$1.50	\$42,500.00	\$3.63	\$61,710.00
5-04.5	5A	HMA C 1/2" PG 64-22	2,250	TDN	\$80.00	\$180,000.00	\$80.00	\$180,000.00	\$80.40	\$180,900.00	\$78.00	\$175,500.00	\$80.00	\$180,000.00	\$82.80	\$186,300.00
6-20.5	6A	Replace Traffic Loop	5	EA	\$1,000.00	\$5,000.00	\$1,100.00	\$5,500.00	\$1,101.00	\$5,505.00	\$1,000.00	\$5,000.00	\$1,250.00	\$6,250.00	\$1,100.00	\$5,500.00
<b>BID ADDITIVE</b>						<b>\$308,880.00</b>		<b>\$235,300.00</b>		<b>\$238,070.00</b>		<b>\$252,500.00</b>		<b>\$266,750.00</b>		<b>\$292,572.00</b>
<b>BID TOTAL (BASE BID + BID ADDITIVE)</b>						<b>\$3,261,419.50</b>		<b>\$2,933,591.00</b>		<b>\$2,925,746.00</b>		<b>\$3,097,185.00</b>		<b>\$3,102,392.50</b>		<b>\$3,263,889.54</b>







R1404 - State Avenue Corridor Improvements Certified Bid Tab

3/19/2015

BASE BID

Table with columns: Section, Item, Description, Quantity, Units, Engineer's Estimate (Unit Prices, Total Price), Tricon Construction (Unit Prices, Total Price), Taylors Excavators (Unit Prices, Total Price), Colaresario Bros (Unit Prices, Total Price), Road Construction MW (Unit Prices, Total Price), Granite Construction (Unit Prices, Total Price). Rows include items like Minor Change, Record Drawings, SPOC Plan, Mobilization, Project Temporary Traffic Control, etc.

BASE BID \$2,953,530.00 \$2,988,306.00 \$3,110,870.00 \$2,698,268.50 \$3,661,816.00 \$3,671,423.50





R1404 - State Avenue Corridor Improvements  
Certified Bid Tab

BID ADDITIVE

Section	Item	Description	Quantity	Units	Engineer's Estimate		Trimaxx Construction		Taylors Excavators		Colaresculo Bros		Road Construction NW		Granite Construction	
					Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price	Unit Prices	Total Price
1-04.4	1A	Minor Change	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
1-09.7	2A	Mobilization	1	LS	\$22,880.00	\$22,880.00	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$2,000.00	\$2,000.00
1-10.5	3A	Project Temporary Traffic Control	1	LS	\$40,000.00	\$40,000.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$18,500.00	\$18,500.00	\$40,000.00	\$40,000.00
5-04.5	4A	Planing Bituminous Pavement	17,000	SY	\$3.00	\$51,000.00	\$2.00	\$34,000.00	\$2.25	\$38,250.00	\$3.20	\$54,400.00	\$4.00	\$68,000.00	\$1.30	\$22,100.00
5-04.5	5A	HMA CI 1/2" PG 64-22	2,250	TON	\$80.00	\$180,000.00	\$95.00	\$213,750.00	\$80.00	\$180,000.00	\$84.30	\$189,675.00	\$87.00	\$195,750.00	\$90.00	\$202,500.00
8-20.5	6A	Replace Traffic Loop	5	EA	\$1,000.00	\$5,000.00	\$1,500.00	\$7,500.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$950.00	\$4,750.00	\$1,100.00	\$5,500.00
<b>BID ADDITIVE</b>						<b>\$308,880.00</b>		<b>\$318,250.00</b>		<b>\$288,250.00</b>		<b>\$294,075.00</b>		<b>\$312,000.00</b>		<b>\$282,100.00</b>
<b>BID TOTAL (BASE BID + BID ADDITIVE)</b>						<b>\$3,261,419.50</b>		<b>\$3,286,558.00</b>		<b>\$3,375,120.00</b>		<b>\$3,792,333.50</b>		<b>\$3,875,615.00</b>		<b>\$3,953,523.50</b>




# *Index #7*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 04/13/2015**

<b>AGENDA ITEM:</b> Supplemental Agreement No. 2 to the Professional Service Agreement with BHC Consultants	
<b>PREPARED BY:</b> Kari Chennault, Water Resources Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works	
<b>ATTACHMENTS:</b> 2 signed copies of Supplemental Agreement No. 2	
<b>BUDGET CODE:</b> 40142480.541000	<b>AMOUNT:</b> \$85,380

**SUMMARY:**

The Membrane Filtration Pilot Study done at the City's Wastewater Treatment Facility was complete in 2014. The findings of the Project were presented to the City's Public Works Committee on January 9, 2015 and a Report of the findings was finalized in January 2015. Based on the recommendations in the Membrane Treatment Pilot Testing Report and the feedback from the Committee, City Staff have worked with the consultant to develop a Scope of Services that will provide a schematic level design for membrane treatment. A Report will be prepared that will outline an implementation proposal for the treatment facility and provide an updated opinion of probable construction cost, schematic and layout for the facility. The Report will also provide an overview of permitting issues and considerations regarding distribution of reclaimed water and managing reclaimed water infrastructure.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute Supplemental Agreement No. 2 to the Professional Services Agreement between the City of Marysville and BHC Consultants.

**SUPPLEMENTAL AGREEMENT NO. 2  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF MARYSVILLE AND  
BHC CONSULTANTS**

This Supplemental Agreement No. 2 is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the City of Marysville, hereinafter called the "City" and **BHC Consultants**, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for **the Membrane Filtration Pilot Study at the City's Wastewater Treatment Facility**, hereinafter called the "Project," said Agreement being dated **April 14, 2014**; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for **the addition of the Membrane Treatment Schematic Design** for this Agreement,

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

Each and every provision of the Original Agreement for Professional Services dated **April 14, 2014**, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 2.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph VI.1 Payments, Section (a), the second sentence is amended to include the additional Consultant fee of **\$85,380** and shall read as follows: "...shall total payment under this agreement exceed **\$219,169.**"

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

PROFESSIONAL SERVICES AGREEMENT – Supplemental - Page 1 of 2

W/forms/municipal/MV0038.B PSA Supplemental 2014

Original Agreement	<u>\$133,789.00</u>
Supplemental Agreement No.1	<u>\$0.00</u>
Supplemental Agreement No.2	<u>\$85,380</u>
Grand Total	<u>\$219,169</u>


3. 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 **March 1, 2016**.

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

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Mayor


BHC CONSULTANTS

  
By: Craig P. Chambers  
Its President

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

PROFESSIONAL SERVICES AGREEMENT – Supplemental - Page 2 of 2

W/forms/municipal/MV0038.B PSA Supplemental 2014



## Exhibit A1 Scope of Services

### City of Marysville Membrane Treatment Schematic Design

#### Statement of Understanding

This Scope of Work for continued BHC Consultants, LLC (BHC) engineering planning services includes development of a schematic design based on recently pilot tested hollow-fiber membrane bioreactor (MBR) technology to produce Class A reclaimed water and reduce nitrogen from effluent at the City of Marysville's (City's) wastewater treatment plant (WWTP). The schematic design will be based on conclusions and recommendations from the December 2013 Class A Reclaimed Water Feasibility Study (Feasibility Study) and the January 2015 Membrane Treatment Pilot Testing Report (Pilot Report). The new MBR facility will consist of MBR feed from one of the complete mix lagoon cells, screening/straining for protection of the membranes, anoxic tanks for denitrification, aerobic tanks for nitrification, membrane tanks, membrane and aeration blowers, permeate and return pumping. Additionally, the facility will ultimately include equalization storage, ultraviolet (UV) disinfection and conveyance pumping for Class A reclaimed water. The inclusion of these latter components in the initial implementation phase will depend on potential demand and the City's ultimate plans for reclaimed water. At the conclusion of the schematic design effort, a report will be prepared that will outline an implementation plan for the new MBR facility (including integration with the existing lagoon process, location and phasing of the facility) and provide an updated opinion of probable construction cost, schematic and layout for the facility. The report will also provide an overview of permitting issues and considerations regarding distribution of reclaimed water and managing reclaimed water infrastructure.

The purpose of developing a Schematic Design Report is to provide a long-range plan for implementation and expansion of the MBR facility. In doing so, the City can plan appropriately when making future decisions on a number of wastewater utility issues: replacement of equipment at the WWTP that will ultimately become obsolete, use of available space on the WWTP site, future funding requirements, future changes in regulatory requirements, continued use of the City of Everett's outfall, and the availability of and demand for reclaimed water. Because the schematic design is being developed at the request of the City and for the City's consideration only at this point, the Schematic Design Report will not be submitted for review or approval by Washington State Department of Ecology (Ecology). However, it is recommended that the City invite Ecology to participate in the project meetings to gain their feedback, so that it might be incorporated into this effort and further considered moving forward.

Following schematic design, the next phase of the project would be to prepare an amendment to the current Sewer Comprehensive Plan and a WWTP Facility Plan Update for review and approval by Ecology. Much of the effort that would go into the WWTP facility plan update will have already been completed as part of the Feasibility Study, Pilot Report and this schematic design.

#### City Responsibilities

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

- Participate in project meetings.
- Provide consolidated review comments on the draft Schematic Design Report.
- Help identify areas to be considered for locating the new MBR facility.
- Provide requested information, as available, pertaining to items including: record drawings for the WWTP, WWTP operating data and discharge monitoring reports, potential reclaimed water users, utility information, geotechnical reports, GIS/critical areas information, operation and maintenance (O&M) costs for pumping to Everett, future Everett outfall improvement, existing sand filter O&M costs, sand filter equipment replacement costs, established or potential plans for areas within and surrounding the WWTP, and potable water pricing structure.
- Collect samples from existing lagoon Complete Mix Cell 2A during spring 2015 and test for TSS, total COD, soluble COD and time-to-filter.

- Provide necessary composite samplers for sample collection.
- Cost and labor associated with collection, delivery, and testing of samples at an accredited laboratory.

## Schedule

BHC Consultants, LLC (BHC) will undertake to complete the Scope of Work based on the milestones listed below, assuming notice-to-proceed (NTP) is provided on or before April 15, 2015.

- Kickoff Meeting – 04/29/2015 (2 weeks following NTP)
- MBR Facility Location Workshop – 06/24/2015 (8 weeks following Kickoff Meeting)
- MBR Facility Phasing Workshop – 09/02/2015 (10 weeks following MBR Facility Location Workshop)
- Submit draft Schematic Design Report – 10/28/2015 (8 weeks following MBR Facility Phasing Workshop)
- Draft Report Review Workshop – 11/11/2015 (2 weeks following submittal of the draft report)
- Submit Final Report – 12/09/2015 (4 weeks following the Draft Report Review Workshop)

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

## Exclusions

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

- Preparation of a Sewer Comprehensive Plan Amendment and WWTP Facility Plan Update meeting the requirements of WAC 173-240-050 and -060. However, the information included in the previously prepared Feasibility Study, Pilot Report and this schematic design can be utilized and expanded to meet many of the requirements for a WWTP Facility Plan Update. These documents will need to be submitted to Ecology for review and approval before proceeding beyond schematic design.
- Geotechnical investigations and site survey.
- Outfall analysis, including a mixing zone study for the Steamboat Slough.
- Preparation of a SEPA checklist, SERP, and cross-cutter review. The SEPA checklist and SERP would be completed as part of the WWTP Facility Plan Update. The cross-cutter review, required for any project to be eligible for federal funding, would be conducted following completion of a 30% design. These steps must be completed if federal funding through the state revolving fund is desired.
- Cultural resources survey, biological assessment and environmental permitting.
- Final design and construction services.

## Budget

The budget for this Scope of Work is \$85,380. BHC will be compensated by the City on a time and materials basis based on the attached budget estimate. Compensation shall not exceed the budgeted amount without prior authorization from the City.

## Scope of Services

### Task 1- Project Coordination and Management

Receivables:

- Invoicing requirements, as applicable, from the City.

Work Tasks:

- 1.1 Project setup, invoicing and communication with City staff.
- 1.2 Manage the project and coordinate the project team.
- 1.3 QA/QC review of the draft Schematic Design Report and workshop presentation materials.

Deliverables:

- Invoices

## Task 2 – Schematic Design Development

### Receivables:

- Identification of areas to be considered for location of the new MBR facility.
- Test results for samples collected from Complete Mix Cell 2A.
- Responses to requests for information, pending availability of requested information.

### Work Tasks:

- 2.1 BHC will conduct a cost/benefit analysis of potential areas identified by the City for location of the new MBR facility and recommend the apparent best location. It is assumed that the City will select up to 3 locations for analysis, which will be identified during the project kickoff meeting. BHC will consider the following as part of the analysis:
- 1) Impacts to delineated critical areas and resulting mitigation requirements and permitting implications.
  - 2) Proximity of the area to 100-year flood plain limits and anticipated soil conditions, based on available geotechnical information.
  - 3) Accessibility (staff and delivery vehicles, operations work flow) and suitability of the areas under consideration given established or potential plans for the WWTP site and surrounding area.
  - 4) Amount of space available for further expansion.
  - 5) Scale of earthwork and dewatering required to make the area suitable for construction, based on available geotechnical and site survey information.
  - 6) Necessary yard piping modifications and resulting impacts to current treatment processes.
  - 7) Assessment of power supply and distribution to serve the new MBR facility.
  - 8) Potential for reuse of existing structures (e.g., sand filter structure for MBR tanks, existing CCT for reclaimed water storage, etc.).
- 2.2 BHC will conduct a cost/benefit analysis of up to four (4) different phasing alternatives using different initial sizes for the new MBR facility and different implementation timelines for expansion and incorporation of reclaimed water production into the new MBR facility. Incorporation of reclaimed water would include addition of equalization storage, a separate UV disinfection system, and conveyance pumping and piping.
- 1) BHC will confirm or modify the overall phasing approach, as described in the Feasibility Study and Pilot Report, with the City. The current approach is based on an initial phase in which the new MBR facility would provide filtration and nitrogen removal for a portion of the influent flow and blend the permeate with the remaining effluent. The next phase would expand the MBR facility to treat all of the dry weather flow in the same manner, such that the WWTP could meet the permit requirements for discharge to Steamboat Slough year-round. The final phase would further expand the MBR facility to replace the biological treatment function of the lagoons, so that all influent year-round flows would be equalized and treated through the MBR facility.
  - 2) BHC will identify current and future wastewater flow and load projections based on the 2011 Sewer Comprehensive Plan.
  - 3) BHC will develop sizing criteria based on the conclusions and recommendations included in the Pilot Report (e.g., longer SRT, cleaning regimen, flux rates) and obtain updated quotes from vendors for major equipment items with sufficient breakdown to calculate equipment costs for the different phasing alternatives.
  - 4) BHC will assess the potential impacts of MBR feed from Complete Mix Cell 2A on flux rate, sizing and costs by comparing test results for TSS, total COD, soluble COD and time-to-filter taken from this location in spring 2015 with test results of the pilot study feed taken from the second facultative lagoon during summer 2014. Given that the samples will be collected before significant seasonal algae growth, it is expected that results would also be reflective of a potential alternate backwash discharge into the second facultative lagoon.
  - 5) BHC will refine sizing of support systems and equipment (i.e., UV disinfection, process blowers and aeration, mixing, pumping, storage and conveyance) from the earlier Feasibility Study.

- 6) BHC will develop an overall schematic, site layout, and opinion of probable construction cost to treat all projected flows and loads through a new MBR Facility, ultimately replacing the existing lagoon treatment process. This will serve as the basis for phasing alternatives and also be used to determine space requirements for the analysis of facility locations.
- 7) BHC will identify and quantify offset costs (e.g., pumping to Everett, future Everett outfall improvement, sand filter O&M costs, sand filter equipment replacement costs, potential future nitrogen removal requirements, and cost of reduced potable water demand) and incorporate these into the cost/benefit analysis. Filter replacement costs will be calculated based on life expectancy of 16 existing filters that are approximately 20 years old and 32 which are approximately 10 years old.
- 8) BHC will develop and compare opinion of probable costs for phased construction, O&M costs and 20-year life-cycle costs for each phasing alternative.
- 9) BHC will summarize differences in costs, effluent quality impacts and blending, suitability for future expansion, and impacts on initial capacity for each phasing alternative and recommend the apparent best alternative.

Deliverables: None

### **Task 3 – Prepare Schematic Design Report**

Receivables:

- City comments on draft Schematic Design Report.

Work Tasks:

- 3.1 BHC will prepare a phased process schematic and phased site layout for the selected phasing alternative, which will be in addition to the overall schematic and overall site layout for the ultimate facility.
- 3.2 BHC will provide an overview of anticipated permitting requirements and considerations regarding future production of reclaimed water in the Schematic Design Report.
  - 1) BHC will provide an overview of NPDES permit requirements that would likely be implemented for production of reclaimed water and discuss considerations for design and construction in light of the anticipated Reclaimed Water Rule.
  - 2) BHC will communicate with Ecology to confirm that a water rights impairment analysis would not be required prior to using reclaimed water.
  - 3) BHC will identify other project permitting requirements (e.g., building permit, electrical permit, shoreline permit, etc.).
  - 4) BHC will summarize potential operational, design, utility management and public involvement considerations that would be applicable to implementation of reclaimed water infrastructure.
- 3.3 BHC will prepare a draft Schematic Design Report. Comments from the City on the draft report will be incorporated into a final Schematic Design Report.

Deliverables:

- Draft Schematic Design Report
- Final Schematic Design Report

### **Task 4 – Meetings and Site Visits**

Receivables: None

Work Tasks:

- 4.1 Kickoff Meeting – Two representatives from BHC will attend the kickoff meeting. The purpose of the kickoff meeting is to discuss project scope and schedule, discuss and confirm evaluation criteria for

- MBR facility location, identify up to 3 locations to evaluate for placement of the new MBR facility and confirm or modify the overall phasing approach outlined in the Feasibility Study and Pilot Report.
- 4.2 Workshop Meetings – Two representatives from BHC will attend each of three (3) workshop meetings. BHC will provide workshop materials to the City in advance of the meeting summarizing initial results of analyses and recommendations. These materials will be provided as a PowerPoint presentation and may include figures, graphs, opinions of probable cost, comparison tables, etc.
- 1) The first workshop meeting will focus on discussion of results from evaluation of facility locations and identify up to four (4) phasing alternatives for the new MBR facility based on a combination of different initial sizes and timelines for expansion and incorporation of reclaimed water. This workshop meeting will also involve discussion and confirmation of evaluation criteria for analysis of phasing alternatives.
  - 2) The second workshop meeting will focus on discussing analysis of MBR facility phasing alternatives.
  - 3) The third workshop meeting will provide an overview of the draft Schematic Design Report and involve discussion of City comments on the draft report.
- 4.3 Site Visits – Two representatives from BHC will make two (2) site visits during the project. One site visit will be for the purpose of reviewing potential facility locations and the second site visit will be for the purpose of reviewing existing infrastructure to assess its potential for modification and reuse.

Deliverables:

- Meeting agendas
- Meeting minutes
- Presentation materials for the workshop meetings

**BUDGET SPREADSHEET**

P.M.: Tom Giese

Project No.: 15-10329.02

Date: 2/26/15

Project Name Marysville WWTP Membrane Treatment Schematic Design

Task No.	Task Description	Princ. Eng. Dorn/Howard \$210		Proj. Manager Giese \$193		Sr. Proj. Engr. Kelsey/Gibson/Dahl \$195		Staff Engineer McClaskey/Love \$115		CAD Drafter Caldwell \$100		Project Admin Pierson \$103		Clerical/WP Sifferman \$78		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1	<b>Project Coordination and Management</b>	Hourly Billing Rate:															
1.1	Project Setup, Invoicing and Communication with City		\$0	16	\$3,088		\$0		\$0		\$0	12	\$1,236		\$0	28	\$4,324
1.2	Project Management and Coordination	4	\$840	16	\$3,088		\$0		\$0		\$0		\$0		\$0	20	\$3,928
1.3	QA/QC Review of Schematic Design Report	16	\$3,360		\$0		\$0		\$0		\$0		\$0		\$0	16	\$3,360
2	<b>Schematic Design Development</b>																
2.1	MBR Facility Location Cost/Benefit Analysis		\$0	48	\$9,264	22	\$4,290	28	\$3,220	4	\$400		\$0		\$0	102	\$17,174
2.2	MBR Facility Phasing Cost/Benefit Analysis		\$0	64	\$12,352	2	\$390	64	\$7,360	16	\$1,600		\$0		\$0	146	\$21,702
3	<b>Prepare Schematic Design Report</b>																
3.1	Phased Schematic and Site Layout		\$0	2	\$388		\$0	8	\$920	12	\$1,200		\$0		\$0	22	\$2,508
3.2	Overview of Permitting and Reclaimed Water Considerations		\$0	4	\$772	20	\$3,900		\$0		\$0		\$0		\$0	24	\$4,672
3.3	Prepare Draft and Final Schematic Design Report		\$0	36	\$6,948	20	\$3,900	6	\$690		\$0		\$0	10	\$780	72	\$12,318
4	<b>Meetings and Site Visits</b>																
4.1	Kickoff Meeting		\$0	8	\$1,544	5	\$975		\$0		\$0		\$0		\$0	13	\$2,519
4.2	Workshop Meetings (3 Total)		\$0	27	\$5,211	15	\$2,925		\$0		\$0		\$0		\$0	42	\$8,136
4.3	Site Visits (2 Total)		\$0	10	\$1,930	10	\$1,950		\$0		\$0		\$0		\$0	20	\$3,880
<b>TOTAL DIRECT LABOR</b>		20	\$4,200	231	\$44,683	94	\$18,330	106	\$12,190	32	\$3,200	12	\$1,236	10	\$780	505	\$84,519
<b>TOTAL REIMBURSABLE EXPENSES</b>		\$783 (Mileage, reproductions, mailings)															\$783
		Markup @ 10%															\$78
<b>TOTAL BUDGET</b>																	<b>\$85,380</b>

# *Index #8*

EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE:** April 13, 2015

<b>AGENDA ITEM:</b> Farmers Market Lease	
<b>PREPARED BY:</b> Jim Ballew	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Parks and Recreation	
<b>ATTACHMENTS:</b> Lease Agreement Market Proposal	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The city supported a Farmers Market in Comeford Park from 2003 through 2005 before the vendor terminated his lease agreement with the city due to relocation. As a part of the Healthy Communities project staff have been seeking vendors to operate a farmers market. Through these efforts staff has worked with representative with the Allen Creek Church as they were also looking to start a community farmers market in Marysville.

Allen Creek Community Church has extensive experience in managing customer service oriented businesses and has provided the city with a business plan with its Market Proposal. The Market will be located adjacent to City Hall in the vacant parking lot on Saturdays from 8:00am to 3:00pm beginning on May 30<sup>th</sup> through October 31, 2015 excluding June 20<sup>th</sup> which is the Strawberry Festival.

The Lease fee is \$100 per month payable in advance before the first of the month for the duration of the agreement.

<b>RECOMMENDED ACTION:</b> Staff recommends the City Council consider authorizing the Mayor to sign the Lease Agreement with the Allen Creek Community Church for the purpose of providing a Farmers Market at 1035 State Avenue from May31, 2015 through October 31, 2015.
--



## LEASE

THIS LEASE, made in duplicate this 27<sup>th</sup> day of February, 2015 between the CITY OF MARYSVILLE hereinafter referred to as Lessor, and Allen Creek Community Church of Marysville, Washington, hereinafter referred to as Lessee,

### WITNESSETH:

1. The Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, a portion of those certain properties situated in Snohomish County, Washington, and described as follows:

A portion of the following described property Parcel A:

1035 State Avenue- Sec 28 Twp 30 Range 05 Parcel No. 30052800215700

The initial lease premises will be the portion of the above-described property depicted in Exhibit A- Parcel A. hereinafter called the "premises."

2. **PURPOSE:** The premises are to be used for the purpose of operating a Farmers Market and for no other purpose, without the written consent of Lessor. For purposes of this agreement, farmers market means an open-air market, including temporary stalls, for sale of produce, plants, flowers, handmade goods, prepared food and arts and crafts. The sale of alcoholic beverages and tobacco products are prohibited.

Lessee's use of the lease premises shall be **nonexclusive**.

3. **TERM:** The term of this lease shall be from May 1, 2015 to October 31, 2015; provided, this lease will be for Farmers Market Activities \_\_\_\_\_ only from 8:00 a.m to 3:00 p.m., unless otherwise authorized in writing by Lessor. The site will not be available for use on the third weekend of June due to the city's use of the property for the annual Strawberry Festival.

4. **EXTENSION:** If at the end of the lease term, or any extension thereof, Lessee has performed all terms and conditions of this lease in a manner reasonably satisfactory to Lessor, (in Lessor's sole subjective discretion), Lessee shall have the option to renew this lease for the following season (i.e. from May through October of each year), not to exceed a total of two (2) extensions.

If Lessee elects to exercise the extension right, Lessee shall give written notice to Lessor of the desire to extend not later than December 1st of the year prior to the next extension period. Lessor shall give written notice to Lessee of its acceptance or denial of the extension not later than ninety (90) days prior to commencement of the extension period.

5. **RENT:** Lessee covenants and agrees to pay the Lessor as rental for said premises a minimum monthly rental of \$100.00, in advance payable, on or before the 1st day of each month of the lease term.

6. **VENDOR SUBLESSEES:** Lessee is specifically granted the right to let stall spaces to vendors who will be subtenants of Lessee. During the initial lease term, the stall space rental shall not exceed \$40.00 per stall. In the event of the extension of this lease as provided above, the stall rental shall not increase more than \$5.00 per stall per year. Each Sub-lessee shall be required to secure a City business license as a condition of any sublease or participation in the farmers market.

7. **UTILITIES:** Lessee shall pay the City for water and electric utilities on or before the 1st day of each month for the prior months use of such utilities. Lessee shall provide a minimum of one portable restroom on site that complies with American Disabilities requirements for public use during any and all hours the Market operates. Portable facilities acquired for use by patrons will be maintained weekly and insured against loss by the Lessee for the duration of this agreement. Said facilities can remain on site for the duration of this Agreement and may be locked during periods the market is closed.

Lessee shall be solely responsible for and promptly pay all other charges for other utilities which may be used by Lessee on the leased premises.

8. **CONDITION OF PROPERTY:** The premises have been inspected and are accepted by Lessee in their present condition.

9. **IMPROVEMENTS/MODIFICATIONS:** Lessee shall not make any material modifications on the leased property or to it without the prior written consent of the Lessor. All improvements placed upon the property by the Lessee will become the property of the Lessor at the end of the lease unless the parties have made other written agreement with respect to such improvements; PROVIDED, upon written demand from Lessor to Lessee given within thirty (30) days after expiration or termination of this lease, Lessee shall remove any improvements made by Lessee and restore the affected portion of the lease premises to its condition prior to commencement of this lease. Such removal and restoration shall be completed within thirty (30) days after Lessor's demand to Lessee for such removal.

#### 10. **LIABILITY INSURANCE**

The Lessee 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 Lessee's operation and use of the leased Premises.

##### **No Limitation**

Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

##### **A. Minimum Scope of Insurance**

Lessee shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Lessee's Commercial General Liability insurance

policy using ISO Additional Insured-Managers' or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

2. Property insurance shall be written on an all risk basis.

**A. Minimum Amounts of Insurance**

Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

**B. Other Insurance Provisions**

The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they 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 Lessee's insurance and shall not contribute with it.

**C. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**D. Verification of Coverage**

Lessee shall furnish the City with original certificates, a copy of the additional insured endorsement, and a copy of the amendatory endorsements evidencing the insurance requirements of the Lessee.

**E. Waiver of Subrogation**

Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

**F. Notice of Cancellation**

The Lessee shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

**G. Failure to Maintain Insurance**

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days notice to the Lessee to correct the breach, terminate the Lease 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.

11. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:** Lessee and all vendors shall obtain all required business licenses and permits and pay all license and vendor fees required by law or City ordinance. Lessee shall comply with all laws, ordinances, orders, and regulations affecting the leased premises and their cleanliness, safety, occupation and use. Lessee will not perform any act or carry on any practices that may injure the leased premises or be a nuisance or menace to the public or adjoining premises.

Leasehold Excise Tax. During any month when tenant does not qualify for exemption from leasehold excise tax pursuant to Chapter 82.29A RCW, as additional rent Tenant shall pay to Landlord with the monthly rent a sum equal to 12.84% of the monthly rent for leasehold excise tax.

12. **INDEMNIFICATION:** Lessee shall defend, indemnify and hold the Lessor, its officers, elected officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including attorneys fees and costs of suit, arising out of or resulting from the acts, errors or omissions of the Lessee in performance of this lease, except for injuries or damages caused by the sole negligence of Lessor.

The obligations of the Lessee under this section arising by reason of any occurrence taking place during the term of this lease shall survive any termination of this lease.

13. **LIENS AND INSOLVENCY:** Lessee shall keep the leased premises and the property in which the leased premises are situated, free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at Lessor's option.

14. **ASSIGNMENT:** EXCEPT as provided above, Lessee shall not assign this lease or any part thereof and shall not let or sublet the whole or any portion of the premises without the written consent of the Lessor. This lease shall not be assignable by operation of law. If consent is once given by the Lessor to the assignment of this lease, or any interest therein, Lessor shall not be barred from afterwards refusing to consent to any further assignment.

15. **ACCESS:** Lessee will allow Lessor free access at all reasonable times to the leased premises for the purpose of making inspection to assure compliance with the provisions of this lease.

16. **NOTICES:** Any notice required to be served in accordance with the terms of this lease, shall be sent by mail, addressed in care of the address stated below.

17. **DEFAULT & RE-ENTRY:** If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the Lessor may cancel this lease upon giving the notice required by law, and re-enter said premises, but notwithstanding such re-entry by the Lessor, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and Lessee covenants and agrees to

make good to the Lessor any deficiency arising from a re-entry and re-letting of the premises at a lesser rental than herein agreed to. The Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Lessor.

18. **COSTS AND ATTORNEY'S FEES:** If by reason of any default on the part of the Lessee it becomes necessary for the Lessor to employ an attorney or in case Lessor shall bring suit to recover any rent due hereunder, or for breach of any provision of this lease or to recover possession of the leased premises, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease and Lessor shall prevail in such action, then and in any of such events Lessee shall pay Lessor a reasonable attorney's fee and all costs and expenses expended or incurred by the Lessor in connection with such default or action.

19. **NON-WAIVER OF BREACH:** The failure of the Lessor to insist upon strict performance of any of the covenants and agreements of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

20. **HEIRS AND SUCCESSORS:** Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

21. **HOLD OVER:** If the Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this lease, such tenancy shall be for an indefinite period of time on a month to month tenancy, which tenancy may be terminated as provided by the Laws of the State of Washington. During such tenancy Lessee agrees to pay to the Lessor the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all the terms, covenants, and conditions as herein specified, so far as applicable.

IN WITNESS WHEREOF the parties hereto have executed this lease the day and year first above written.

CITY OF MARYSVILLE, Lessor

By: \_\_\_\_\_  
JON NEHRING  
MAYOR

Address: 1049 State Avenue  
Marysville, WA 98270

By:  \_\_\_\_\_  
Lessee- Dan Hazen - Executive Pastor  
Allen Creek Community Church

Address: 7314 44<sup>th</sup> Ave NE  
Marysville, WA 98270

STATE OF WASHINGTON )  
  )ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Dan Hazen is the person who appeared before me, and said person acknowledged that HE/SHE signed this instrument, on oath acknowledged that HE/SHE was authorized to execute the instrument, and acknowledged it as the owner of the City of Marysville to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 27<sup>th</sup> day of February, 2015.

Kristine M. Waldo  
Kristine M. Waldo

(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Marysville  
My commission expires 7-1-16

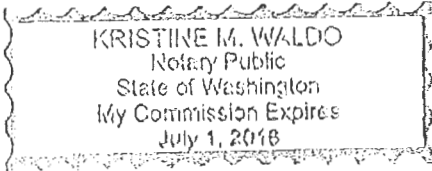
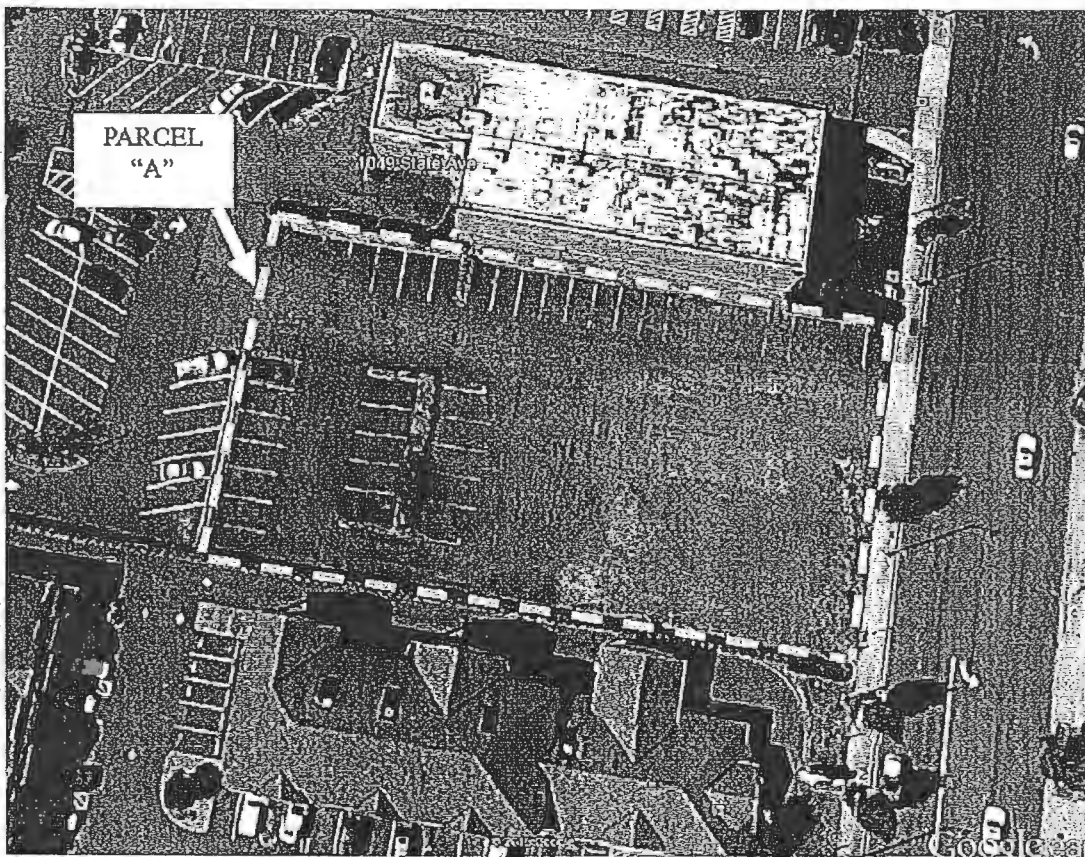


Exhibit A  
Parcel



Parking for patrons of the Farmers Market is available outside of the area depicted as Parcel A and within the parking facilities and boundaries of City Hall 1049 State Avenue.



## **Marysville Farmers Market**

### **Vision:**

Marysville Farmers Market is the place to be on a Saturday in Marysville. The market is a vibrant, loving place where local consumers can meet local producers and know where their goods are coming from while having a great time in the process. Civic leaders, business leaders, consumers and producers enjoying music, conversation and the spirit of Marysville. Marysville Farmers Market is dedicated to making Marysville a healthier community in every facet.

### **Mission Statement:**

The Marysville Farmer's Market exists to fund local compassion programs by creating profitable and sustainable relationships between producers and consumers in the Greater Marysville area.

### **Healthy Communities:**

The Marysville Farmers Market will partner with the Marysville Healthy Communities program in any way possible. Our visions align to create a healthier Marysville in every facet of life. The support of the leadership at the City of Marysville has been integral to our research success and will be integral moving forward in creating a successful market.

### **Description:**

The Marysville Farmer's Market will be a North Snohomish County community venue operating for the 5 month farmers grow season. The market will be held on Saturdays, from 10am-2pm from May 30th - September 26th except on June 20th, where we will observe the Strawberry Festival with the rest of our community.



Marysville is in need of a local outdoor marketplace to enhance awareness and access to fresh locally grown produce, local art, and to showcase performers. The market's focus will be on local food. In the past, markets in Marysville have become craft fairs rather than markets very quickly. The Marysville Farmers Market will have 70% or more of its vendors main product focus be local food, with an emphasis on locally grown produce to ensure this does not happen again and that the market becomes sustainable.

AC3 Community Center, under the 501(c)3 Allen Creek Community Church, has addressed such a needed community venue. By meeting with local farmers, artisans, educators, school districts, small businesses, and local government, there is a general consensus that the Marysville Farmer's Market is a viable nonprofit and is preparing to be launched in the spring of 2015.

AC3 Community Center and BAM (Business As Mission) Board will be the site managers of the proposed project. While the small businesses will be responsible for their own cash/credit sales, AC3 will manage space rental, signage, advertising, permits, lot rental, EBT (Electronic Benefits Transfer) for patrons, and general operating logistics. The revenue produced by this project will be directed back into the AC3 Community Center which supports a member run co-op farm (First Fruits), a Snohomish County food bank and resource center (Seeds of Grace), and other community accessed special projects run by volunteers.

### **Projected Outcome:**

We envision the market to become a sustainable, eventually zero waste, market place. By centering not only on commerce, but by educating students, farmers, and the community at large about sustainable living and green grow practices, we feel that this endeavor will have a huge impact on the constituents accessing the Marysville Farmer's Market. Our priority is to bring community together to create a diverse meeting place of local growers, artisans, producers, and performers. We are creating a place where people can get local, healthy produce and support local small businesses in Marysville.

### **Market Managers:**

**Jared Galde** – Jared has a passion for the Marysville community. He learned early in life the power of a hard day's work at the age of 14 working at Strand's Fuel on Sunnyside Boulevard. Since graduating from MPHS in 2001, Jared has continued to display this self-motivation. After working in lumber sales for Boise Cascade for nearly a decade, he has turned to carrying on his mother's legacy by becoming a broker at All Family Real Estate and Investment, LLC, the family owned real estate firm in Marysville. Jared strives to break the mold of the common real estate agent, procuring business by loving people and being a helpful member of the community. He looks to bring his communication skills to the Marysville Farmers Market board of directors with eyes on maintaining effective communication with vendors and sponsors as our operations manager.

**Bet Galde** – Bet has passion for her family and her community to eat local, organic food. Her passion for organization and her effective problem solving skills were honed for 8 years working for the City of Marysville. Since leaving the city to pursue motherhood fulltime, she's gracefully displaying her creative thinking and leadership skills in raising two little boys while coordinating and decorating weddings and other celebrations. She has a love of farmers markets and wants to bring these skills to the Marysville Farmer's Market board of directors in an effort to make Marysville a better place for her children to grow up in.

**Tina Waldo** – Tina has a passion for keeping things in order. Her organizational skills are a huge part of who she is. Tina has displayed her love of keeping things in order while working in finance and accounting for the past 20 years. She's studying business currently at Washington Cash while operating her own small business selling her delicious baked goods. Tina has a huge heart, the heart of a servant. She loves to give and keep on giving without asking for anything in return. She hopes to bring her organizational skills to the Marysville Farmers Market board of directors as our administrative manager.

**Valen Gibbs** – Valen is passionate about fitness. She's passionate about feeding her family, local, healthy, organic ingredients. She obtained her bachelor's degree in business marketing at Walla Walla 7th Day Adventist. Her work background includes owning and operating a floral shop, being a purchasing manager where she learned the art of negotiation and relationship maintenance and now is a full time mother of two children. Valen has an eye for quality and a magnetic personality. She hopes to bring these skills to the Marysville Farmers Market board of directors with a focus on maintaining the quality and "feel" of the market.

**Kim Adcock** – Kim has a passion for the local farming community. As a board member of the First Fruits Coop and the owner of the property where the farm is located, Kim is heavily involved in day to day farming operation. Her love of people and communication started early as she studied public relations and communication arts at North Dakota State University. Kim's leadership skills have been on display for many years. From owning and operating a local sign business to being a former board member for the local LeTip chapter and currently leading in First Fruits as well as other women's ministries at AC3. Kim loves the Marysville community, raising three awesome kids while finding time to give back at every turn. She hopes to bring her skill set to the Marysville Farmers Market board of directors with an eye on procuring sponsorships and maintaining productive relationships with local farmers, vendors and sponsors.

**Jan Hayes** – Jan has is passionate about the local farming community. As the manager of First Fruits Coop, she has woven herself in to the fabric of the local farming community creating lasting relationships within it. Jan worked for the University of Washington for 25 years, she is now retired and serving her community through First Fruits. Jan looks to bring this love of farming to the Marysville Farmers Market board of directors with eyes on maintaining a healthy number of local, organic farms at the market.

# *Index #9*

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: April 13, 2015**

AGENDA ITEM: Final Plat Approval Rock Creek North Division 2, Phase 3	AGENDA SECTION: New Business	
PREPARED BY: Cheryl Dungan, Senior Planner	APPROVED BY:	
ATTACHMENTS: 1. Hearing Examiner's Decision dated May 26, 2005 2. Site Plan 3. Vicinity Map 4. Final Plat Checklist		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

**DESCRIPTION:**

On May 26, 2005, the Snohomish County Hearing Examiner approved the preliminary plat of Rock Creek North, creating 160 lots on approximately 44.5 acres. The applicant is constructing the project in 5 phases. Phase 1 which consisted of 20 lots was constructed and recorded on July 24, 2013. Phase 2 which consists of 15 lots was constructed and recorded on February 20, 2014. Phase 3, which consists of 36 lots has been constructed and is ready to be recorded.

The plat is generally located at 7227 83<sup>rd</sup> Ave NE.

The applicant has met all conditions of final plat approval.

RECOMMENDED ACTION: City staff recommends the City Council approve and authorize the Mayor to sign the Final Plat of Rock Creek North Division 2, Phase 3.
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COUNCIL ACTION:
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## Snohomish County

### DECISION of the SNOHOMISH COUNTY DEPUTY HEARING EXAMINER

#### Hearing Examiner's Office

Email: [Hearing.Examiner@co.snohomish.wa.us](mailto:Hearing.Examiner@co.snohomish.wa.us)

**Robert J. Backstein**  
Hearing Examiner

**Ed Good**  
Deputy Hearing Examiner

M/S 405  
3000 Rockefeller Ave.  
Everett, WA 98201

(425) 388-3538  
FAX (425) 388-3201

DATE OF DECISION: May 26, 2005

PLAT/PROJECT NAME: *Rock Creek North*

APPLICANT/  
LANDOWNER: Harbour Homes, Inc.

FILE NO.: 04 100385

TYPE OF REQUEST: 160 lot subdivision on 44.47 acres utilizing lot size averaging

DECISION (SUMMARY): **APPROVAL** subject to precondition and conditions.

#### BASIC INFORMATION

GENERAL LOCATION: The property is located at 7227 83<sup>rd</sup> Avenue NE, Marysville, WA.

ACREAGE: 44.47 acres

NUMBER OF LOTS: 160

AVERAGE LOT SIZE: 5,792 square feet

MINIMUM LOT SIZE: 4,916 square feet

DENSITY: 3.60 du/ac (gross)  
7.52 du/ac (net)

ZONING: Residential-9,600 (R-9,600)

#### COMPREHENSIVE PLAN DESIGNATION:

General Policy Plan Designation: Urban Low Density Residential (4-6 du/ac)  
Subarea Plan: Marysville  
Subarea Plan Designation: Rural (1 du/2.3 ac), with an Environmentally Sensitive Area Overlay

**UTILITIES:**

Water/Sewer: City of Marysville (proposed)

SCHOOL DISTRICT: Marysville No. 25

FIRE DISTRICT: No. 22

**SELECTED AGENCY RECOMMENDATIONS:**Department of:

Planning and Development Services (PDS): Approval subject to a precondition and conditions.

Public Works (DPW): Approval subject to a precondition and conditions.

**INTRODUCTION**

The applicant filed the Master Application on April 20, 2004. (Exhibit 1)

The Hearing Examiner (Examiner) made a site familiarization visit on May 16, 2005

The Department of Planning and Development Services (PDS) gave proper public notice of the open record hearing as required by the county code. (Exhibits 15, 16 and 17)

A SEPA determination was made on April 7, 2005. (Exhibit 14) No appeal was filed.

The Examiner held an open record hearing on May 17, 2005, the 127<sup>th</sup> day of the 120-day decision making period. Witnesses were sworn, testimony was presented, and exhibits were entered at the hearing.

**PUBLIC HEARING**

The public hearing commenced on May 17, 2005 at 9:00 a.m..

1. The Examiner announced that he had read the PDS staff report, reviewed the file and viewed the area and therefore was generally apprised of the particular request involved.
2. The applicant, Harbor Homes, Inc., was represented by Luay Joudeh of D. R. Strong Consulting Engineers, Inc. Snohomish County was represented by David Radabaugh of the Department of Planning & Development Services and by Andy Smith of the Department of Public Works.
3. Dean Fink, who owns a parcel abutting the subject site on the north, testified at the hearing with concerns about drainage, grading, vegetation, traffic, his water well, and impacts of the proposed development on his 95 year-old neighbor, Mr. Campbell, who has lived at this vicinity since 1941. Mr. Fink's attorney, Cynthia Thomas, by letter dated April 22, 2005, points out that Mr. Fink has an exclusive easement across the proposed plat and has not granted any right to cross it with a plat road.
4. The hearing concluded at 10:37 a.m.

**NOTE:** The above information summarizes the information submitted to the Examiner at the hearing. However, for a full and complete record, verbatim audio tapes of the hearing are available in the Office of the Hearing Examiner.



## FINDINGS, CONCLUSIONS AND DECISION

### FINDINGS OF FACT

Based on all the evidence of record the following findings of fact entered.

1. The applicant, Harbour Homes, Inc., proposes a 160-lot subdivision known as Rock Creek North on 44.47 acres bounded by SR-9 on the east. The City of Marysville abuts on the west and north. The western boundary is 83<sup>rd</sup> Avenue NE. The site is bisected by a Type 4 stream with associated wetlands. The stream flows into Lake Martha. But for one bridge, the stream and all wetlands will be in Native Growth Protection Areas.
2. Approximately 18 acres of the site's 44.5 acres (40%) will be covered by impervious surface. Witness Fink submitted into evidence seven colored photographs showing storm water standing on his property's west corner in April 2005. The applicant responds that the storm drainage plans for the project are engineered to detain runoff and then disperse it through the Native Growth Protection Areas.
3. Mr. Fink points out that grading will fill between 6,600 and 10,000 trucks. He is concerned that that amount of grading and hauling might (1) damage his utilities, which are located in his easement (above-mentioned), (2) cause vibrations resulting in collapse of his unlined well, (3) remove so much vegetation that wind will blow down what trees remain, (4) cause physical or emotional harm to 95-year-old neighbor, Mr. Campbell. (Mr. Fink has 130-foot trees standing within 30-feet of his porch.)
4. The applicant responds that the grading is "balanced"; i.e., grading will not involve export or import of fill. (Presumptively, that results in less truck movement and noise and vibration than would be the case if the trucks were entering and leaving the site.) The applicant also responds (1) that no site work will be deep enough to cause Mr. Fink's well walls to collapse, (2) that the applicant will hire a locator service to find and mark Mr. Fink's utilities, (3) that the density of residences per acre is higher in adjoining Marysville than in the County's R-9600 zoning on the subject site and (4) Marysville has placed a condition on all plats to the north to participate in improving 87<sup>th</sup> Avenue NE to neighborhood collector standards. The applicant commented that the loss of trees and resultant risk to the stability of what trees remain is, at times, an unavoidable risk of land development.
5. The Examiner expressed hope that some accommodation could be found to ease the impact of such change in the vicinity on the 95-year-old neighbor but acknowledged that there is no specific requirement to do so. The Examiner finds as fact that the PDS staff report has correctly analyzed the nature of the application, the issues of concern, the application's consistency with adopted codes and policies and land use regulations, and the State Environmental Protection Act (SEPA). The staff report is hereby adopted by the Examiner as if set forth in full herein unless otherwise noted. The master list of exhibits and witnesses which is a part of this file and which exhibits were considered by the Examiner is hereby made a part of this file as if set forth in full herein.
6. The project would comply with park mitigation requirements under Chapter 30.66A SCC (Title 26A SCC) by the payment of \$1,040.00 for each new single-family home.
7. The DPW reviewed the request with regard to traffic mitigation and road design standards. This review covered Title 13 SCC and Chapter 30.66B SCC (Title 26B SCC) as to road system capacity, concurrency, inadequate road conditions, frontage improvements, access and circulation, and dedication/deeding of right-of-way, state highway impacts, impacts on other streets and roads, and

Transportation Demand Management. As a result of this review, the DPW has determined that the development is concurrent and has no objection to the requests subject to various conditions.

8. School mitigation requirements under Chapter 30.66C SCC (Title 26C SCC) have been reviewed and set forth in the conditions.
9. The PDS Engineering Division has reviewed the concept of the proposed grading and drainage review pursuant to Chapter 30.63A SCC (Title 24 SCC) and recommends approval of the project subject to conditions which would be imposed during the full detailed drainage plan.
10. The Snohomish County Health District has no objection to this proposal provided that public water and sewer are furnished.
11. Public water and sewer service will be available for this development as well as electrical power.
12. The property is designated Urban Low Density Residential (ULDR 4-6 du/ac) on the General Policy Plan (GPP) Future Land Use Map (FLUM) and is located within an Urban Growth Area (UGA). According to the GPP, the ULDR designation covers various subarea plan designations which would allow mostly detached housing developments on larger lot sizes. Land in this category may be developed at a density of 4-6 du/ac and one of the implementing zones is the R-9,600 zone which is the case here.
13. The request complies with the Snohomish County Subdivision Code, Chapter 30.41A SCC (Title 19 SCC) as well as the State Subdivision Code, RCW 58.17. The proposed plat complies with the established criteria therein and makes the appropriate provisions for public, health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students.
14. The proposal has been evaluated by PDS for compliance with the lot size averaging provisions of SCC 30.41A.240 and SCC 30.23.210. This proposal is consistent with these provisions.
15. The request is consistent with Section 30.70.100 SCC (Section 32.50.100 SCC), which requires, pursuant to RCW 36.70B.040, that all project permit applications be consistent with the GMACP, and GMA-based county codes.
16. Any finding of fact in this decision which should be deemed a conclusion is hereby adopted as such.

### **CONCLUSIONS OF LAW**

Based on the findings of fact entered above the following conclusions of law are entered.

1. The Examiner having fully reviewed the PDS staff report, hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, policies, principles, conditions and their effect upon the request. It is therefore hereby adopted by the Examiner as a conclusion as if set forth in full herein, in order to avoid needless repetition. There are no changes to the recommendations of the staff report.
2. The Department of Public Works recommends that the request be approved as to traffic use subject to certain conditions.



3. The request is consistent with the GMACP; GMA-based County codes; and the type and character of land use permitted on the site and the permitted density with the applicable design and development standards.
4. The application should be approved subject to the following stipulations.

### PRECONDITION

The preliminary plat map (Exhibit 18) shall be modified so that the lots and access easements shall not be within Native Growth Protection Areas (NGPA).

### CONDITIONS

- A. The preliminary plat received by the Department of Planning and Development Services on April 21, 2005 (Exhibit 18), as modified by the Precondition above, shall be the approved plat configuration. Changes to the approved plat are governed by SCC 30.41A.330.
- B. Prior to initiation of any further site work; and/or prior to issuance of any development/construction permits by the county:
  - i. All site development work shall comply with the requirements of the plans and permits approved pursuant to Condition A, above.
  - ii. The platlor shall mark with temporary markers in the field the boundary of all Native Growth Protection Areas (NGPA) required by Chapter 30.62 SCC, or the limits of the proposed site disturbance outside of the NGPA, using methods and materials acceptable to the county.
  - iii. A Final Mitigation Plan shall be submitted for review and approval during the construction review phase of this project, based on the January 9, 2005 Conceptual Compensatory Mitigation Program by Habitat Technologies (Exhibit 4).
  - iv. Certificates of water and sewer availability shall be obtained from the City of Marysville.
- C. The following additional restrictions and/or items shall be indicated on the face of the final plat:
  - i. "The lots within this subdivision will be subject to school impact mitigation fees for the Marysville School District No. 25 to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for four existing parcels. Lots 1 through 4 shall receive credit."
  - ii. Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single-family residential building permit:
    - \$1,924.83 per lot for mitigation of impacts on county roads paid to the County,
    - \$2.45 per lot for impacts to Washington State Department of Transportation project DOT-22 (SR 9 at SR528) paid to the County,

\$1,222.43 per lot for impacts to the City of Marysville paid to the City. Proof of payment to the city is required.

\$205.72 per lot for impacts to the City of Arlington paid to the City. Proof of payment to the city is required.

\$74.32 per lot for TDM paid to the County per SCC 30.66B.630.

These payments are due prior to or at the time of building permit issuance for each single-family residence. Notice of these mitigation payments shall be contained in any deeds involving this subdivision or the lots therein. Once building permits have been issued all mitigation payments shall be deemed paid by the Department of Planning and Development Services.

- iii. Ten feet of right-of-way along the development's frontage and parallel with 83<sup>rd</sup> Avenue NE shall be dedicated to Snohomish County on the final recorded plat. [SCC 30.66B.510, SCC 30.66B.520]
- iv. All Critical Areas shall be designated Native Growth Protection Areas (NGPA) (unless other agreements have been made) with the following language on the face of the plat;

"All NATIVE GROWTH PROTECTION AREAS shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in SCC 32.10.110(29)(a), (c), and (d) are allowed when approved by the County."

D. Prior to recording of the final plat:

- i. The developer shall pay the County \$1,040.00 per new dwelling unit as mitigation for parks and recreation impacts in accordance with Chapter 30.66A SCC; provided, however, the developer may elect to postpone payment of the mitigation requirement until issuance of a building permit for that lot. The election to postpone payment shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the subdivision.
- ii. Urban frontage improvements shall be constructed along the parcel's frontage on 83rd Avenue NE to the specifications of the Department of Public Works. [SCC 30.66B.410]
- iii. A waiting area 10 foot by 15 feet for school children shall be constructed along the development on 83<sup>rd</sup> Avenue NE to the specifications of the Department of Public Works. [RCW 58.17.110]
- iv. Public road access shall be provided to all lots within the development [SCC 30.24.052].
- v. Native Growth Protection Area boundaries (NGPA) shall have been permanently marked on the site prior to final inspection by the county, with both NGPA signs and adjacent markers which can be magnetically located (e.g.: rebar, pipe, 20 penny nails, etc.). The plat may use other permanent methods and materials provided they are first approved by the county. Where an NGPA boundary crosses another boundary (e.g.: lot, tract, plat, road, etc.), a rebar marker with surveyors' cap and license number must be placed at the line crossing.

NGPA signs shall have been placed no greater than 100 feet apart around the perimeter of the NGPA. Minimum placement shall include one Type 1 sign per wetland, and at least one Type 1 sign shall be placed in any lot that borders the NGPA, unless otherwise approved by the county biologist. The design and proposed locations for the NGPA signs shall be submitted to the Land Use Division for review and approval prior to installation.

- vi. The final wetland mitigation plan shall be completely implemented.
  - vii. The following easement shall be extinguished:
    - a. Snohomish County Auditor's File Number (AFN) 8905110242
    - b. AFN 7808020195 and 8811290342
    - c. AFN 8906010223
  - viii. The area of the easement (Auditor's File Number 8603280301, as amended by Auditor's File Number 8905160403) intersected by the north stub of 85<sup>th</sup> Avenue NE to the north boundary of the plat shall be constructed to public road standards if the adjacent property to the east (Tax Parcel Number 300525-002-017-00) develops or the easement is extinguished prior to final plat approval.
- E. All development activity shall conform to the requirements of Chapter 30.63A SCC.

Nothing in this permit/approval excuses the applicant, owner, lessee, agent, successor or assigns from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project.

Preliminary plats which are approved by the county are valid for five (5) years from the date of approval and must be recorded within that time period unless an extension has been properly requested and granted pursuant to SCC 30.41A.300.

5. Any conclusion in this decision which should be deemed a finding of fact is hereby adopted as such.

**DECISION:**

The request for a 160 lot subdivision utilizing lot size averaging is hereby APPROVED, subject to the precondition and conditions set forth in Conclusion 4, above.

Decision issued this 26<sup>th</sup> day of May, 2005.



Ed Good, Deputy Hearing Examiner



<b>EXPLANATION OF RECONSIDERATION AND APPEAL PROCEDURES</b>
---

The decision of the Hearing Examiner is final and conclusive with right of appeal to the County Council. However, reconsideration by the Examiner may also be sought by one or more parties of record. The following paragraphs summarize the reconsideration and appeal processes. For more information about reconsideration and appeal procedures, please see Chapter 30.72 SCC and the respective Examiner and Council Rules of Procedure.

### Reconsideration

Any party of record may request reconsideration by the Examiner. A petition for reconsideration must be filed in writing with the Office of the Hearing Examiner, 2<sup>nd</sup> Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington, (Mailing Address: M/S #405, 3000 Rockefeller Avenue, Everett WA 98201) on or before **JUNE 6, 2005**. There is no fee for filing a petition for reconsideration. **“The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing.”** [SCC 30.72.065]

A petition for reconsideration does not have to be in a special form but must: contain the name, mailing address and daytime telephone number of the petitioner, together with the signature of the petitioner or of the petitioner’s attorney, if any; identify the specific findings, conclusions, actions and/or conditions for which reconsideration is requested; state the relief requested; and, where applicable, identify the specific nature of any newly discovered evidence and/or changes proposed by the applicant.

The grounds for seeking reconsideration are limited to the following:

- (a) The Hearing Examiner exceeded the Hearing Examiner’s jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching the Hearing Examiner’s decision;
- (c) The Hearing Examiner committed an error of law;
- (d) The Hearing Examiner’s findings, conclusions and/or conditions are not supported by the record;
- (e) New evidence which could not reasonably have been produced and which is material to the decision is discovered; or
- (f) The applicant proposed changes to the application in response to deficiencies identified in the decision.

Petitions for reconsideration will be processed and considered by the Hearing Examiner pursuant to the provisions of SCC 30.72.065. Please include the County file number in any correspondence regarding this case.

### Appeal

An appeal to the County Council may be filed by any aggrieved party of record. Where the reconsideration process of SCC 30.72.065 has been invoked, no appeal may be filed until the reconsideration petition has been disposed of by the hearing examiner. An aggrieved party need not file a petition for reconsideration but may file an appeal directly to the County Council. If a petition for reconsideration is filed, issues subsequently raised by that party on appeal to the County Council shall be limited to those issues raised in the petition for reconsideration. Appeals shall be addressed to the Snohomish County Council but shall be filed in writing with

the Department of Planning and Development Services, 2<sup>nd</sup> Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington (Mailing address: M/S #604, 3000 Rockefeller Avenue, Everett, WA 98201) on or before **JUNE 9, 2005** and shall be accompanied by a filing fee in the amount of five hundred dollars (\$500.00); PROVIDED, that the filing fee shall not be charged to a department of the County or to other than the first appellant; and PROVIDED FURTHER, that the filing fee shall be refunded in any case where an appeal is dismissed without hearing because of untimely filing, lack of standing, lack of jurisdiction or other procedural defect. [SCC 30.72.070]

An appeal must contain the following items in order to be complete: a detailed statement of the grounds for appeal; a detailed statement of the facts upon which the appeal is based, including citations to specific Hearing Examiner findings, conclusions, exhibits or oral testimony; written arguments in support of the appeal; the name, mailing address and daytime telephone number of each appellant, together with the signature of at least one of the appellants or of the attorney for the appellant(s), if any; the name, mailing address, daytime telephone number and signature of the appellant's agent or representative, if any; and the required filing fee.

The grounds for filing an appeal shall be limited to the following:

- (a) The decision exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching his decision;
- (c) The Hearing Examiner committed an error of law; or
- (d) The Hearing Examiner's findings, conclusions and/or conditions are not supported by substantial evidence in the record. [SCC 30.72.080]

Appeals will be processed and considered by the County Council pursuant to the provisions of Chapter 30.72 SCC. Please include the County file number in any correspondence regarding the case.

Staff Distribution:

Department of Planning and Development Services: David Radabaugh  
 Department of Public Works: Andrew Smith

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation." A copy of this Decision is being provided to the Snohomish County Assessor as required by RCW 36.70B.130.

This decision is binding but will not become effective until the above precondition(s) have been fulfilled and acknowledged by the Department of Planning and Development Services (PDS) on the original of the instant decision. Document(s) required for fulfillment of the precondition(s) must be filed in a complete, executed fashion with PDS not later than May 26, 2016

1. "Fulfillment" as used herein means recordation with the County Auditor, approval/acceptance by the County Council and/or Hearing Examiner, and/or such other final action as is appropriate to the particular precondition(s).
2. One and only one six month period will be allowed for resubmittal of any required document(s) which is (are) returned to the applicant for correction.
3. This conditional approval will automatically be null and void if all required precondition(s) have not been fulfilled as set forth above; PROVIDED, that:
  - A. The Examiner may grant a one-time extension of the submittal deadline for not more than twelve (12) months for just cause shown if and only if a written request for such extension is received by the Examiner prior to the expiration of the original time period; and
  - B. The submittal deadline will be extended automatically an amount equal to the number of days involved in any appeal proceedings.

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**ACKNOWLEDGMENT OF FULFILLMENT OF PRECONDITIONS**

The above imposed precondition(s) having been fulfilled by the applicant and/or the successors in interest, the Department of Planning and Development Services hereby states that the instant Decision is effective as of \_\_\_\_\_.

Certified by:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

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Parties of Record Register  
 04-100385 SD ROCK CREEK NORTH  
 HRG: 5/17/05 UPDATED 5/25/05(KD)  
 04100385 KW

HARBOUR HOMES INC  
 906 SE EVERETT MALL WAY  
 EVERETT WA 98208

SNOHOMISH HEALTH DISTRICT  
 BRENT RAASINA  
 3020 RUCKER AVE SUITE 104  
 EVERETT WA 98201-3900

SNO CO DEPT OF PUBLIC WORKS  
 ANDREW SMITH  
 3000 ROCKEFELLER AVE M/S 607  
 EVERETT WA 98201

SNO CO PLAN & DEV/LAND USE DIV  
 DAVID RADABAUGH  
 3000 ROCKEFELLER AVE M/S 604  
 EVERETT WA 98201

DR STRONG CONSULTING  
 LUAY JOUDEH/JAMES BARNETT  
 10604 NE 38TH PL #101  
 KIRKLAND WA 98033

JOHN SIGLER  
 7025 83RD AVE NE  
 MARYSVILLE WA 98270

NORMAN C WEBB  
 7125 83RD AVE NE  
 MARYSVILLE WA 98270

JOHN W HOLTUM  
 2754 S IRENELLA LN  
 CAMANO ISLAND WA 98292

DAVID KELLER  
 6911 83RD AVE NE  
 MARYSVILLE WA 98270

NEDRA SHUMAKER  
 7003 83RD AVE NE  
 MARYSVILLE WA 98270

MJ SCOTT  
 509 OLIVE WAY #533  
 SEATTLE WA 98104

FAMILY QUALITY CONST & DEV II  
 11406 AIRPORT RD  
 EVERETT WA 98204

DEAN FINK  
 7131 83RD AVE NE  
 MARYSVILLE WA 98270-6525

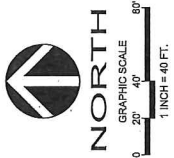
REAL PROPERTY LAW GROUP  
 CYNTHIA THOMAS  
 1218 THIRD AVE, SUITE 1900  
 SEATTLE WA 98101

MARYSVILLE SCHOOL DISTRICT  
 JOSEPH LEGARE  
 4220 80TH ST NE  
 MARYSVILLE WA 98270-3498

CITY OF MARYSVILLE  
 LIBBY GRAGE  
 80 COLUMBIA AVE  
 MARYSVILLE WA 98270

RECORDING NO. VOL/PG SHEET 4 OF 5

ROCK CREEK NORTH DIVISION 2, PHASE 3  
A REPLAT OF TRACTS 996 AND 997, ROCK CREEK NORTH DIVISION 2, PHASE 1, A.F.N. 201307245001,  
A PORTION OF THE NW 1/4, SEC. 25, TWP. 30N., RGE. 5E., W.M.,  
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON



**LEGEND**  
FOUND MONUMENT AS NOTED  
SET STANDARD CITY OF MARYSVILLE MONUMENT WITH BRASS DISK STAMPED "MS 37855" IN MONUMENT CASE  
5/8" REBAR WITH PLASTIC CAP FOR ADJACENT LOCATIONS  
OTHERWISE  
SET 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 37855"  
BSBL BUILDING SETBACK LINE  
PDE PRIVATE STORM DRAINAGE EASEMENT  
E.A. EASEMENT PROVISIONS  
SEE SHEETS 3 AND 5, OF 5 FOR ADJACENT EASEMENT LOCATIONS  
15' PUBLIC STORM DRAINAGE EASEMENT  
10' PUBLIC STORM DRAINAGE EASEMENT  
15' PUBLIC STORM DRAINAGE EASEMENT  
10' PUBLIC STORM DRAINAGE EASEMENT

**TRACT 999**  
156,644 S.F.  
NHPA SEE DEDICATION SHT. 1

**TRACT 995**  
271,604 S.F.  
STORM DRAINAGE EASEMENT  
SEE DEDICATION SHT. 1

**TRACT 996**  
156,644 S.F.  
NHPA SEE DEDICATION SHT. 1

**TRACT 997**  
304,623 S.F.  
FUTURE DEVELOPMENT  
SEE DEDICATION SHT. 1

**TRACT 998**  
156,644 S.F.  
NHPA SEE DEDICATION SHT. 1

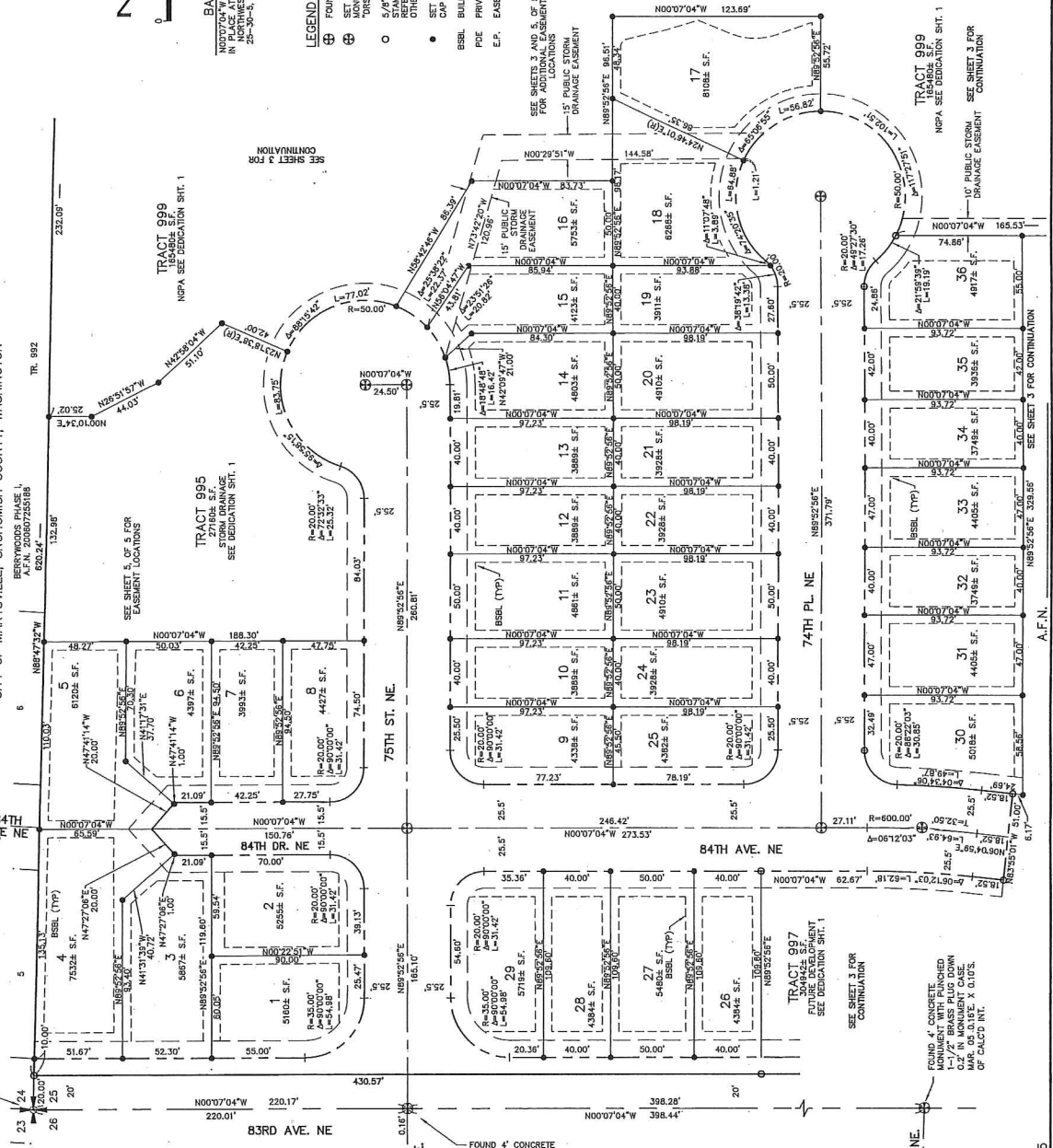
**TRACT 999**  
156,644 S.F.  
NHPA SEE DEDICATION SHT. 1

**TRACT 999**  
156,644 S.F.  
NHPA SEE DEDICATION SHT. 1

**TRACT 999**  
156,644 S.F.  
NHPA SEE DEDICATION SHT. 1

**TRACT 999**  
156,644 S.F.  
NHPA SEE DEDICATION SHT. 1

**TRACT 999**  
156,644 S.F.  
NHPA SEE DEDICATION SHT. 1

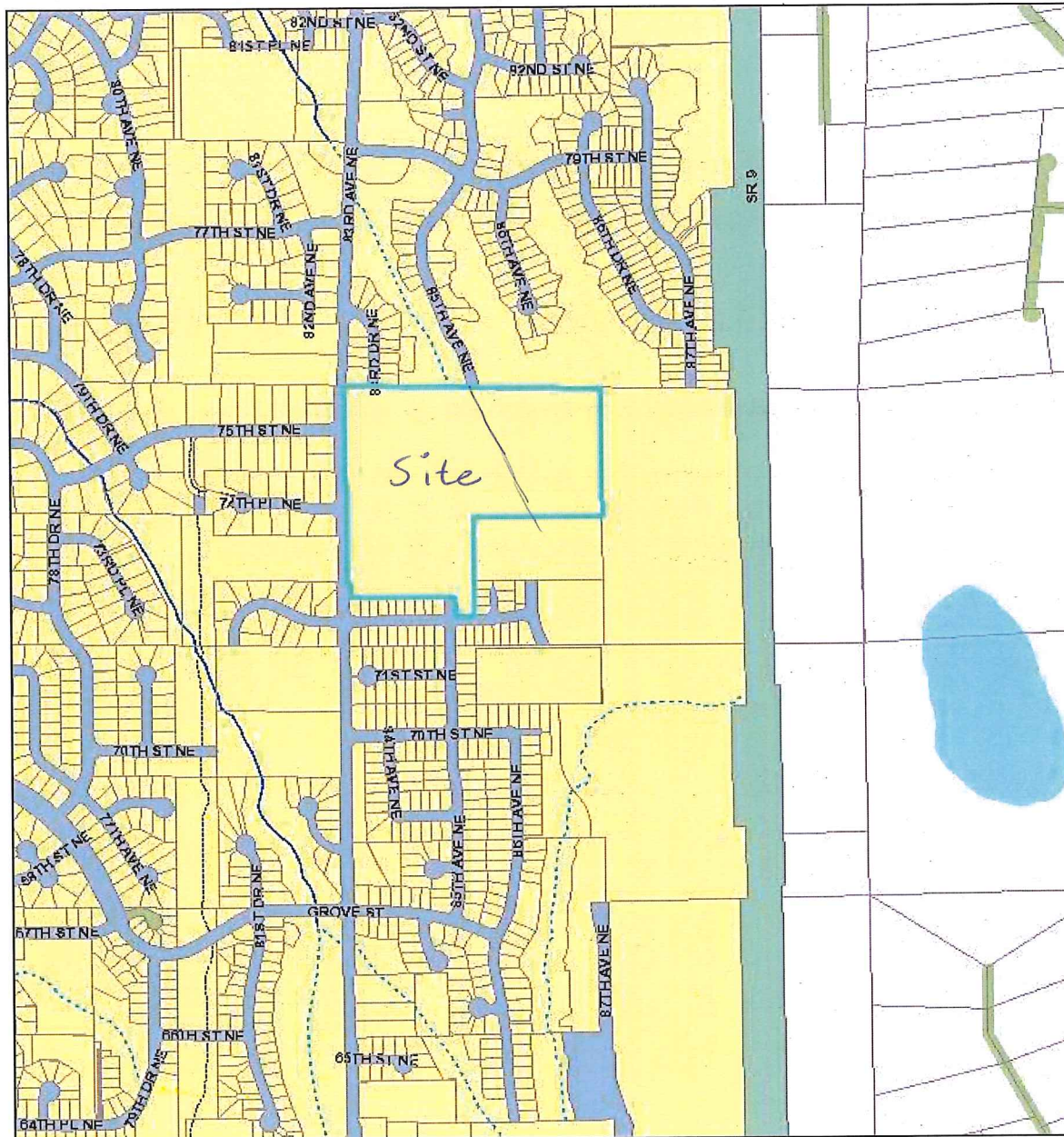


**D.R. STRONG**  
CONSULTING ENGINEERS  
ENGINEERS PLANNERS SURVEYORS  
607 7TH AVENUE AIRLAND, WA 98003  
P 425.827.2303 F 425.827.2343  
www.drsstrong.com

JOB NO. 11034

ZA 05-118415

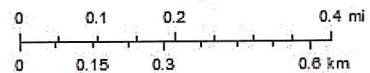




October 15, 2014

1:12,683

- |  |   |
|--|---|
|  Parcels          |  STATE OF WASHINGTON |
|  Railroad         |  Streets             |
|  MUNICIPALITY     |  Trails              |
|  PRIVATE          |  Arlington airport   |
|  RAILROAD         |  Water bodies        |
|  SNOHOMISH COUNTY |   |



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED.



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

### FINAL PLAT CHECK LIST

Plat Name:	<u>Rock Creek North Div 2, Phase 3</u>	PA #	
Item	Department	Initials	Date
1. Plat Map- Checked & Approved	Land Dev.	SAS	3/2/15
	Planning	COW	3/5/15
2. Letter of Segregation to Assessor	Planning	COW	3/5/15
3. Water System/Sewer System			
Letter of Acceptance	Const. Insp.	SAS	2/24/15
Asbuilts – Including Digital Files	Const. Insp.	SA	2/24/15
Bill(s) of Sale	Const. Insp.	SAC	2/24/15
Maintenance and Warranty Funding	Const. Insp.	SAS	2/27/15
4. Road/Storm Sewer			
Letter of Acceptance	Const. Insp.	SAS	2/24/15
Asbuilts – Including Digital Files	Const. Insp.	SAS	3/5/15
Bill(s) of Sale	Const. Insp.	SAS	2/24/15
Maintenance and Warranty Funding	Const. Insp.	SAS	2/27/15
5. Performance Bond – Submitted/Approved		N/A	
(If Required - Road and Storm Drain Only)	Const. Insp.	N/A	
6. Inspection Fees - Calculated and Paid	Const. Insp.	SAS	2/24/15
7. Final Plat Fee - Calculated and Paid	Planning	COW	11/20/14
8. TIP Fees: _____	Planning	COW	3-5-15



9. Parks Mitigation Fees: _____	Planning	CDD	3-2-15
10. School District Mitigation Fees: _____	Planning	CDD	3-2-15
11. Signage and Striping Installed	Const. Insp.	SAS	2/17/15
12. Final Grading and TESC Inspection	Const. Insp.	SAS	2/17/15
13. Satisfied Hearing Examiner's Conditions of Approval	Planning	CDD	3-2-15
14. Utility/Recovery/Main Fees	Land Dev.	SAS	3/2/15

**Plat Approved for Recording:**

Community Development Director: \_\_\_\_\_

Date: \_\_\_\_\_

City Engineer: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Note: The final plat will not be scheduled before the City Council until this checklist is complete.

# *Index #10*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 4/13/2015**

<b>AGENDA ITEM:</b> Authorizing the Mayor to sign Service Agreement with Frontier Communications of America, Inc.	
<b>PREPARED BY:</b> Worth Norton	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Finance - Information Services	
<b>ATTACHMENTS:</b> Frontier Services Schedule Number S-0000051792 Frontier Services Agreement (FSA)	
<b>BUDGET CODE:</b> Multiple 542 communications accounts	<b>AMOUNT:</b> \$99,198.00 + Fees and Taxes
<b>SUMMARY:</b>	

An RFP was done in 2011 for the City's communication services and Frontier won that RFP. This is an extension of those same terms. This service agreement is required for us to get the same pricing for new services. It will be a 36 month term.

A new communication company that did not respond to the original RFP was allowed to bid on these services. They could not meet all of the requirements and their bid on the items they could bid on came in higher than Frontier's pricing.

<b>RECOMMENDED ACTION:</b> City staff recommends that the City Council authorizes the Mayor to sign the attached Service Agreement with Frontier Communications of America, Inc.
---



**BUSINESS LOCAL & LD SERVICES SCHEDULE**

Frontier Confidential

This is Schedule Number S-0000051792 to the Frontier Services Agreement dated April 14, 2015 ("FSA") by and between City of Marysville, Washington ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

**Service Location:**

Street Address: **1049 State Ave.**  
 City, State, Zip: **Marysville, WA 98270**

Schedule Date: **April 14, 2015**  
 Service Term: **36**

Local Service	Quantity	NRC	MRC
Business Lines	55	\$	\$1,408.00
Centrex		\$	\$
DIDs	6	\$	\$90.00
ISDN PRI	3	\$	\$1,050.00
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service: Block of 10 / DIDS	3	\$	\$7.50

Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Other LD Service:		\$	\$
Other LD Service:		\$	\$

Standard Domestic Block Of Time Plans:	Overage Rate	Minutes / MRC
1+ outbound for T1 / PRI / Centrex / B1s	\$0.06/min.	10,000 min. @ \$200/mo.
Toll Free for T1 / PRI / Centrex / B1s	\$0.06/min.	0 min. @ \$0/mo.
Alternate Domestic Block Of Time Plans:	Overage Rate	Minutes / MRC
1+ outbound for T1 / PRI / Centrex / B1s	\$0.04/min.	0 min. @ \$0/mo
Toll Free for T1 / PRI / Centrex / B1s	\$0.05/min.	0 min @ \$0/mo.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

<b>Frontier Communications of America, Inc.</b>			
<i>Frontier's Signature:</i>		<i>Customer's Signature:</i>	
<b>Printed Name:</b>	Brian MacWhirter	<b>Printed Name:</b>	
<b>Title:</b>	VP Sales	<b>Title:</b>	
<b>Date:</b>	3-13-15	<b>Date:</b>	





This Frontier Services Agreement ("FSA") is effective as of April 14, 2015 ("Effective Date"), by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and City of Marysville Washington, whose primary address is 1049 State Ave., Marysville, WA 98270 ("Customer").

This document incorporates the complete Frontier Services Agreement terms and conditions at <http://www.Frontier.com/FSA> as an integral part of the agreement (collectively, the "FSA").

**Provision of Services and Equipment**

Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules issued by Frontier and executed by Customer.

Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

**Term**

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

**Payment**

Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

**Cancellation and Early Termination Charges**

If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this FSA are intended to establish liquidated damages in the event of termination and are not intended as a penalty.

**Dispute Resolution**

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

**Authorization and Entire Agreement**

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA, the terms and conditions, including the Limitation of liability, warranty, indemnification, breach and other terms and conditions, at <http://www.Frontier.com/FSA>, and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

Frontier Communications of America, Inc.			
Frontier's Signature:		Customer's Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	
Contractual Notice:	Frontier Communications 111 Field Street Rochester, NY 14620 Attn: Legal Department	Contractual Notice:	Attn:



# *Index #11*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE:** April 13, 2015

<b>AGENDA ITEM:</b> Interlocal Cooperation Agreement with Snohomish County Conservation Futures for Property Acquisition	
<b>PREPARED BY:</b> Jim Ballew	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Parks and Recreation	
<b>ATTACHMENTS:</b> Interlocal Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$240,000.00
<b>SUMMARY:</b>	

The City's application was selected through the Conservation Futures Grant program as a grant recipient for funds to reimburse the city for the acquisition of the Crane Property. The Conservation Futures Fund is administered by Snohomish County and provides funding for property identified for public use in a passive and or conservancy setting. The City has been awarded \$240,000 for the reimbursement of acquisition costs associated with the Crane Property acquisition approved by the City Council.

The acquisition is expected to close this month and reimbursement will be requested through the attached Interlocal Agreement with Snohomish County.

**RECOMMENDED ACTION:**

Staff recommends the City Council consider authorization of the mayor to sign the attached Interlocal Cooperation Agreement between Snohomish County and the City of Marysville Concerning Acquisition of property with Conservation Futures Funds.

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE  
CONCERNING  
ACQUISITION OF PROPERTY WITH CONSERVATION FUTURES FUNDS**

THIS INTERLOCAL COOPERATION AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE CONCERNING ACQUISITION OF PROPERTY WITH CONSERVATION FUTURES FUNDS (this "Agreement"), is made and entered into this 1st day April, 2015, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF MARYSVILLE, a Washington municipal corporation (the "City") pursuant to Chapter 39.34 RCW.

**RECITALS**

A. The County manages a Conservation Futures funding program pursuant to RCW 84.34.200 et seq. and Chapter 4.14 Snohomish County Code.

B. Cities and towns located in Snohomish County, nonprofit historic preservation corporations, and nonprofit nature conservancy corporations or associations as such are described in RCW 84.34.210 are eligible to apply to the County for resources to fund acquisition of interests or rights in real property located within Snohomish County that meet the conservation criteria described in RCW 84.34.210 et seq.

C. The City applied for resources from the Snohomish County Conservation Futures Property Tax Fund to purchase unimproved real property located in the City at 5222 60<sup>th</sup> Place NE, Marysville, WA and more particularly described in Section 1 below (hereinafter referred to as the "Property").

D. The Snohomish County Conservation Futures Program Advisory Board, at their November 28<sup>th</sup> 2015 carefully considered the project sponsor request and, after review, recommended funding the request of the City of Marysville for Two Hundred Forty Thousand Dollars (\$240,000.00) from the Snohomish County Conservation Futures Property Tax Fund.

E. On February \_\_\_\_, 2015, the Snohomish County Council, by Motion No. 15-\_\_\_\_, allocated funding in the amount of Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) to the City of Marysville from the Snohomish County Conservation Futures Property Tax Fund for that purpose.

**NOW, THEREFORE**, in consideration of the mutual promises set out below and for other good and valuable consideration, the Parties agree as follows:

**1. Identification of Property.** The Property is located in the City of Marysville, Washington and is generally legally described as follows:

SEE ATTACHED EXHIBIT A.

**2. Purpose of Property Acquisition.** The Property is to be acquired for the purpose of conserving open spaces and areas as authorized by RCW 84.34.200 et seq., and for conservation and for passive, public recreation.

**3. Duration.** This Agreement shall become effective when executed by both parties and posted on the County's Interlocal Agreements website (the "Effective Date"). If the Property is acquired within the time frame provided in Section 5.1 below, this Agreement shall be in effect perpetually, subject to any amendments agreed to in writing by the parties. If the Property is not acquired within the time frame provided in Section 5.1 below, this Agreement shall be terminated; PROVIDED, HOWEVER, that the County and the City may mutually agree in writing, prior to termination, upon an extension of time.

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

**County's Initial Administrator:**

Tom Teigen, Director  
Snohomish County Parks and  
Recreation  
6705 Puget Park Drive  
Snohomish, WA 98296

**City's Initial Administrator:**

City of Marysville  
Office of the Mayor  
6915 Armar Road  
Marysville, WA 98270

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

**5. Duties of the City to Acquire, Operate, Maintain and Conserve.** The City shall:

5.1 Acquire the Property within twelve (12) months of the Effective Date of this Agreement and upon closing maintain, operate and conserve the Property for open space and passive park purposes. The City shall undertake all reasonable efforts to acquire the Property but if the owner of is not a willing seller, the City shall not utilize the power of eminent domain to acquire the Property.

- 5.2 Immediately following acquisition of the Property, execute and record an instrument conveying a Conservation Easement for the Property to the County in substantially the form of attached hereto as Exhibit B (the "Conservation Easement").
- 5.3 Submit an annual report to the County on February 1 of each subsequent year detailing compliance with all on-going requirements of this Agreement.
- 5.4 Forward a copy of the recorded deed conveying the Property and a copy of the executed Conservation Easement for the Property to the County as soon as the same are returned from the Snohomish County Auditor.
- 5.5 Provide an identifying sign, the size and design of which shall be approved by the Snohomish County Department of Parks and Recreation, at the entrance to the Property which shall be in plain sight in perpetuity, listing the County as a participant in the acquisition of the Property through the Snohomish County Conservation Futures Program.
- 5.6 Fund any improvements that are made to the Property from revenue sources other than Conservation Futures Program Funds and limit any such improvements to those that meet the requirements and intent of RCW 84.34.200 et. seq. and the Conservation Easement.
- 5.7 Submit to the County a long-term maintenance plan for the Property and any improvements within three (3) months of the completed Property acquisition.
- 5.8 Pay to the County at the end of each calendar year a pro rata share of any income the City has realized from the Property, less the City's costs of operation and maintenance of the Property. The pro rata share will be equal to the percentage of the cost of acquisition funded by the County pursuant to this Agreement. This information shall be submitted as part of the February 1 annual report to the Snohomish County Department of Parks and Recreation.
- 5.9 Pay to the County, upon sale of any of the City's interest in the Property, or any portion thereof, a pro rata share of any consideration received, less the costs of improvements funded by the City. The pro rata share will be equal to the percentage of the cost of acquisition funded by the County pursuant to this Agreement.
- 5.10 Pay on a current basis all taxes or assessments levied on Property-related activities and the Property; PROVIDED, HOWEVER, that nothing contained herein will modify the City's right to contest any such tax, and the

City will not be deemed to be in default as long as it is, in good faith, contesting the validity or amount of any such taxes.

5.11 Obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals related to the purchase, ownership, and on-going maintenance and management of the Property.

**6. Payment from the County.** The County shall provide financial assistance to the City in the amount of up to \$240,000.00 from the Conservation Futures Fund for the acquisition of the Property. Payment shall be made within ten (10) days of County receipt of a City invoice submitted with documentation of imminent purchase of the Property and transfer of title, provided the City has complied with all of the terms of this Agreement. In no event shall the County be obligated to provide any payment to the City in excess of the actual purchase price of the Property. Any obligations of the County beyond the current fiscal year are subject to appropriation of funds for the specific purpose of funding this Agreement in accordance with its Charter and applicable law.

**7. Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination.

**8. Records, Inspections and Audits.** The City will keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The County may, at its sole discretion, from time to time whether before or after acquisition of the Property or termination of this Agreement inspect all books and records and other materials related to any matters covered by this Agreement and not otherwise privileged, belonging to the City or any contractor or to elect to have an audit conducted to verify acquisition-related costs through the date of the acquisition, income from the Property, maintenance and operation costs, and the cost of post-acquisition improvements. Such books, records and other materials shall be made available for County inspection during regular business hours within a reasonable time of the request. If the County elects to conduct such an audit, it will give notice to the City, and such audit will be conducted as soon as is reasonably feasible thereafter, but County payments to the City (if any) will not be delayed pending the outcome of the audit. Such audit will be conducted by an auditor selected by the County, and the County will, except as provided herein, pay the cost of such audit. The City agrees to cooperate with the auditor and to make available for examination at its principal office all of its books, records, correspondence and other documents deemed necessary to conduct the audit by the auditor. If the audit reveals a variation equal to five percent (5%) or more of the cost of acquiring the Property, then the City will pay the cost of the audit, not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00).

The City will preserve all records for a period of seven (7) years; PROVIDED, HOWEVER, that if the City proposes to dispose of any documents materially related to the Property for a period less than seven (7) years, then the City will deliver the same to the County for disposition by the County.

The County may at all times enter the Property to determine the City's compliance with the terms and conditions of this Agreement or to post notices. Any person or persons who may have an interest in the purposes of the County's visit may accompany the County.

The City acknowledges and agrees that its obligations under this Section 8 will survive termination of this Agreement.

**9. Risk of Loss.** All of the City's personal property of any kind or description whatsoever, or that of its employees, agents, contractors, and/or invitees placed on the Property shall be at the City's sole risk, and the County will not be liable for any damage done to, or loss of, such personal property.

**10. Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the City shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the City and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the City (a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this Section or in compliance with an order of a court of competent jurisdiction.

**11. Hold Harmless and Indemnification.** The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the

activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Properties and this Agreement; PROVIDED, that the above indemnification does not apply to those damages caused by the sole negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

**12. Dispute Resolution.** The Parties agree to use their best efforts to resolve disputes and other matters arising out of this Agreement or the ongoing administration of this Agreement. If a dispute arises, then (i) within ten (10) business days of a written request by either Party, the City's designated representative and County's designated representative shall meet and resolve the issue; if these parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to the City's Mayor and to the Director of the Snohomish County Department of Parks and Recreation; if these parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue shall be submitted for mediation; if mediation does not successfully resolve the dispute, then (iv) either Party may file suit in a court of competent jurisdiction. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

**13. Notice.** All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator or Administrator's designee at the addresses set forth in Section 1.4 above. Notice delivered by email shall be deemed given as of the date and time received by the recipient.



#### **14. Miscellaneous.**

**14.1. Entire Agreement; Amendments.** This Agreement shall constitute the full and complete Agreement of the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may be amended only by written agreement of the parties, executed in the same manner as provided by the Interlocal Cooperation Act, Chapter 39.34 RCW, governing the execution of this Agreement.

**14.2. Interpretation.** This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

**14.3. Governing Law and Stipulation of Venue.** This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

**14.4. Rights and Remedies.** The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law except as otherwise provided in this Agreement.

**14.5. No Third Party Rights.** It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any persons other than the Parties.

**14.6. Binding on Successors.** All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

**14.7. No Waiver.** Payment by the County under this Agreement shall not constitute a waiver by the County of any claims it may have against the City for any breach of this Agreement or for failure of City to perform the work or actions, as specified in this Agreement. Forbearance of the rights of the parties under this

Agreement will not constitute waiver of entitlement to exercise their respective rights as to any future acts or omissions by the offending party.

**14.8. No Employee Relationship.** In performing work and services pursuant to this Agreement, the City, its employees, consultants, agents, and representatives shall be acting as agents of the City and shall not be deemed or construed to be employees or agents of the County in any manner whatsoever. The City shall not hold itself out as, nor claim to be, an officer or employee of the County and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of County. The City shall be solely responsible for any claims for wages or compensation by the City's employees, consultants, agents, and representatives, including sub-consultants, or any agency, and shall defend, indemnify and hold County harmless therefrom.

**14.9 Conflicts between Attachments and Text.** Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

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

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

**14.12 No Assignment.** This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

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

**14.14 No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

**14.15 No Separate Entity Necessary.** The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

**14.16 Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

**SNOHOMISH COUNTY:**

**CITY OF MARYSVILLE:**

\_\_\_\_\_  
John Lovick                                  Date  
Snohomish County Executive

\_\_\_\_\_  
By:  
City Mayor

APPROVED AS TO FORM:

Attest:

\_\_\_\_\_  
Deputy Prosecuting Attorney      Date

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

APPROVED AS TO FORM:

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

## EXHIBIT A

### Legal Description

**For APN/Parcels ID(s): 300527-003-038-00, 300527-003-046-00, 300527-003-082-00 and 300534-002-008-00**

**Parcel A:**

That portion of the East 40 feet of Lot 12, Block 1, Bayview Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 52, records of Snohomish County, Washington;  
And that portion of Blocks 9 and 10, Vacated Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington, described as follows:

Beginning at the intersection of the South line of Sunnyside Boulevard and the West line of the East 40 feet of Lots 1 and 12, said Block 1;  
thence South along said West line 150 feet to the true point of beginning;  
thence East parallel to the North line of said Lot 12 120 feet;  
thence South parallel to the West line of vacated Clayton Street in said vacated Park Addition 178 feet;  
thence West 80 feet to the West line of said vacated Park Addition;  
thence North, along said West line 150 feet to the North line of Judson Street;  
thence West along said North line 40 feet to the West line of the East 40 feet of Lot 12, of said Block 1;  
thence North along said West line 28 feet more or less to the Point of Beginning.

(Also known as Lot 2 of Snohomish County Short Plat No. SP458(9-78) recorded under recording no. 7906080437).

Together with an undivided 1/3 interest in a private road for ingress, egress and utilities over, under and across a 20 foot strip of land described as follows:

The East 20 feet of the West half of vacated Clayton Street lying Southerly of Sunnyside Boulevard in the vacated Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington, within the Southwest Quarter of the Southwest Quarter of said Section 27, Township 30 North, Range 5 East, W.M.

**Parcel B:**

That portion of Block 10, vacated Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington, in the Southwest Quarter of Southwest Quarter of Section 27, Township 30 North, Range 5 East, W.M., described as follows:

Beginning at the intersection of the South line of Sunnyside Boulevard and the West line of the East 40 feet of Lots 1 and 12, Block 1, Bay View Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 52, records of Snohomish County, Washington;

thence South along the West line 150 feet;  
 thence East, parallel to the North line of said Lot 12, 120 feet;  
 thence South parallel to the West line of vacated Clayton Street in said vacated Park Addition 178 feet to the true point of beginning;  
 thence West 80 feet to the West line of said vacated Park Addition;  
 thence South, along said West line, 180 feet to a point which lies 30 feet North of the North line of the Northwest Quarter of Section 34, Township 30 North, Range 5 East, W.M.;  
 thence East, along said North line 80 feet;  
 thence North 180 feet to the true point of beginning;

(Also known as Lot 3 of Snohomish County Short Plat No. SP458(9-78) recorded under recording no. 7906080437).

Together with an undivided 1/3 interest in a private road for ingress, egress and utilities over, under, through and across a 20 foot strip of land described as follows:

The East 20 feet of the West half of vacated Clayton Street lying Southerly of Sunnyside Boulevard in the vacated Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington, within the Southwest Quarter of Southwest Quarter of Section 27, Township 30 North, Range 5 East, W.M.

**Parcel C:**

The East half of the Northwest Quarter of the Northwest Quarter of Section 34, Township 30 North, Range 5 East, W.M.; Except the West 20 feet thereof;

(Also known as a portion of Lot 4 of Snohomish County Short Plat No. SP458(9-78) recorded under recording no. 7906080437);

Together with an undivided 1/3 interest in private road for ingress, egress and utilities over, under and across a 20 foot strip of land described as follows:

The East 20 feet of the West half of vacated Clayton Street lying Southerly of Sunnyside Boulevard in the vacated plat of Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington, within the Southwest Quarter of the Southwest Quarter of Section 27, Township 30 North, Range 5 East of the Willamette Meridian.

Together with the following described parcel:

That portion of the Southwest Quarter of Section 27, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Commencing at the Southeast corner of said subdivision;  
 thence South  $89^{\circ} 21'36''$  West, along the South line of said Southwest quarter, 1711.51 feet to the true point of beginning of the herein described parcel;  
 thence North  $00^{\circ} 38'24''$  West 11.20 feet;  
 thence South  $89^{\circ} 21'36''$  West, parallel with said South line, 150.00 feet to the centerline of Clayton Avenue, according to the vacated plat of Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington;

thence South  $02^{\circ} 12'54''$  East, along said centerline, 11.21 feet to the South line of aforesaid Southwest quarter;  
 thence North  $89^{\circ} 21'36''$  East, along said South line, 149.69 feet to the true point of beginning;

(Also known as Parcel 5 of City of Marysville Boundary Line Adjustment recorded under recording no. 9406090674, records of Snohomish County, Washington).

Except that portion of Lot 4 of Short Plat lying within that portion of the East half of the Northwest Quarter of the Northwest Quarter of said Section 34, lying South of the following described line:

Commencing at the Northeast corner of the said East half;  
 thence South  $01^{\circ} 55'17''$  East along the East line of the said East half a distance of 606.09 feet to the Point of Beginning;  
 thence South  $85^{\circ} 02'29''$  West a distance of 655.22 feet to the West line of the said East half and the point of ending.

(pursuant to City of Marysville Boundary Line Adjustment No. 04-005 recorded under recording no. 200501315235).

Together with that portion of the Southwest Quarter of the Southwest Quarter of Section 27, Township 30 North, Range 5 East, W.M., records of Snohomish County, Washington, described as follows:

Beginning at the Southwest corner of vacated Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington, which point is on the South line of said subdivision, 660 feet Easterly of the Southwest corner of said Section 27;  
 thence North along the West line of said vacated plat, 30 feet;  
 thence East 80 feet;  
 thence South 30 feet to the South line of the Southwest Quarter of said Section 27;  
 thence West along said South line 80 feet to the Point of Beginning;

(Also known as a portion of Lot 4, Snohomish County Short Plat No. SP458(9-78) recorded under recording no. 7906080437).

Situate in the County of Snohomish, State of Washington.

**EXHIBIT B****Conservation Easement**

After Recording Return to:  
 Assistant Clerk  
 Snohomish County Council  
 3000 Rockefeller Avenue MS 609  
 Everett, WA 98201

Document Title: Grant of Conservation Easement

Reference Numbers:

Grantor: City of Marysville, a municipal corporation of the State of Washington

Grantee: Snohomish County, a political subdivision of the State of Washington

Abbreviated Legal Description:

Additional legal on page

Assessor's Property Tax Parcel No.: 30053400200800, 30052700303800, 30052700304600  
 and 30052700308200

**GRANT OF CONSERVATION EASEMENT**

This grant of a perpetual CONSERVATION EASEMENT (hereinafter "Conservation Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by the City of Marysville, a municipal corporation of the State of Washington (hereinafter "Grantor"), to Snohomish County, a political subdivision of the State of Washington (hereinafter "Grantee" or "County"), in perpetuity as holder of the Conservation Easement pursuant to RCW 64.04.130.

**RECITALS**

A. Grantor is the sole owner in fee simple of the property legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the "Protected Property"), which consists of approximately 10.13 acres of land, located on tax parcel(s) 30053400200800, 30052700303800, 30052700304600 and 30052700308200 Snohomish County, Washington; and

B. Grantor warrants that Grantor has good legal title to the Protected Property, as well as the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances except those general exceptions contained in the title policy and any special exceptions shown on the Preliminary Commitment that are accepted by the Grantee; and



C. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or waste on the Protected Property; and

D. The Protected Property possesses significant long-term natural and open space values ("Conservation Values") of great importance to the people of Snohomish County for passive recreation; and

E. This Conservation Easement is authorized by RCW 64.04.130, the provision of state law governing conservation easements; and

F. The Grantor and the Grantee intend and have the common purpose of retaining the Protected Property for open space and passive recreation by placing restrictions on the use of the Protected Property, which shall continue as a servitude running with the land, and authorizing Grantee to monitor and enforce such restrictions, as described herein; and

G. To document the present condition of the Protected Property so that Grantee or its assigns are able to monitor future uses and assure compliance with the terms of this Conservation Easement, Grantee has, at its expense, prepared baseline data consisting of photographs and other documentation summarized in Exhibit B and incorporated herein by reference as though set forth in full (the "Baseline Documentation") that the parties agree provide an accurate representation of the Protected Property as of the date of this Conservation Easement; and

H. Snohomish County, as the Grantee of this Conservation Easement, is a qualified holder of conservation easements under RCW 64.04.130; and

I. This Conservation Easement is being purchased with funds provided, in part, by the County's Conservation Futures Program pursuant to RCW 84.34.200, RCW 84.34.210, RCW 84.34.220 and chapter 4.14 SCC, which authorizes Snohomish County to purchase conservation easements for the purpose of protecting open space and timber land through restrictions on incompatible uses of the land;

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein and in payment of one dollar (\$1.00) and other valuable consideration by Grantee, the receipt of which is hereby acknowledged by Grantor, and pursuant to the laws of the State of Washington, including chapters 64.04 and 84.34 of the Revised Code of Washington, the parties agree as follows:

I. Grant. Grantor hereby grants to the Grantee a perpetual Conservation Easement over, under, across and through the Protected Property, as described

in Exhibit A attached hereto, to protect, preserve, maintain, improve, restore, limit future use of or otherwise conserve the Protected Property as open space pursuant to chapter 84.34 RCW.

II. Purpose. The purpose of this Conservation Easement is to assure that the Protected Property will be retained forever in its natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values. Grantor intends that this Conservation Easement will confine the use of, or activity on, the Protected Property to such uses and activities that are consistent with this purpose. This statement of purpose is intended as a substantive provision of the Conservation Easement. Any ambiguity or uncertainty regarding the application of the provisions of this Conservation Easement will be resolved so as to further this purpose.

III. Rights of the Grantee. Grantor hereby conveys to the Grantee all rights necessary to accomplish the purpose of this Conservation Easement, including, without limitation, the following:

- A. The right to protect, conserve, maintain, improve and restore the Conservation Values of the Protected Property;
- B. The right to enter the Protected Property or allow Grantee's invitees or licensees to enter, at a reasonable time and upon prior written notice to the Grantor, for the following purposes (i) to make general inspection of the Protected Property to monitor compliance with this Conservation Easement; (ii) to protect, preserve, maintain, improve and restore the Conservation Values of the Protected Property; and (iii) to mitigate or terminate any violation or otherwise enforce the provisions of this Conservation Easement.
- C. The right to enjoin any use of, or activity on, the Protected Property that is inconsistent with the purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such area or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, all in accordance with Section XI.
- D. The right to enforce the terms of this Conservation Easement, consistent with Section XI.
- E. The right to place a sign on the Protected Property which acknowledges this Conservation Easement, any conditions on

access, and any funding contribution to the acquisition of the Conservation Easement.

The foregoing are rights, not obligations, and shall not create any third party rights of enforcement.

#### IV. Permitted Uses and Activities.

- A. Grantor reserves to itself, and to its successors and assigns all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. In the event Grantor plans to undertake actions that could be inconsistent with the purpose of this Conservation Easement, Grantor shall provide Grantee written notice of such intent not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement. Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's notice. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action proposed would be inconsistent with the purpose of this Conservation Easement.
  
- B. Any improvements to the Protected Property shall be limited to those which are passive in nature and meet the requirements and intent of RCW 84.34.200-220. Passive improvements include, but are not limited to, trails, interpretive centers, viewpoints, picnicking facilities, access, restrooms, playgrounds and restoration projects. Active recreational improvements are prohibited. Such improvements include, but are not limited to ball fields, use by motorized vehicles, swimming pools, and recreation centers.
  
- C. Nothing herein precludes the Grantor from demolishing, removing, and remediating existing improvements on the property as of the date of this Conservation Easement.

V. Prohibited Uses and Activities. Neither Grantor nor its licensees or invitees shall use the Protected Property for any activity or purpose that is inconsistent with the purpose of this Easement. Without limiting the generality

of the foregoing, the following activities are expressly prohibited in the Protected Property:

- A. The placement or construction of any buildings, structures, improvements or equipment of any kind except as permitted in subsection IV. B;
- B. The continuation, creation, expansion or intensification of any use or activity that is contrary to the purpose of this Conservation Easement or prohibited in this section;
- C. Mining or extraction of soil, sand, gravel, oil, natural gas or other mineral;
- D. Dumping or accumulation of trash or refuse;
- E. The use of motorized vehicles except for those necessary to conduct the uses permitted under this Conservation Easement; and
- F. Any construction, expansion, repair or other development activity that would result in more than ten percent (10%) of the area of the Protected Property being covered with impervious surfaces, including, without limitation, asphalt, concrete, gravel, buildings, or ponds.

VI. Transfer of Property. The Grantor agrees to:

- A. *Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, leasehold interests.*
- B. Describe the Conservation Easement in and append it to any contract for the transfer of any interest in the Protected Property.
- C. Give written notice to the Grantee of the transfer of any interest in all or any portion of the Protected Property no later than forty five (45) days prior to the date of such transfer. Such notice to the Grantee shall include the name, address and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of the Grantor to perform any act required by this subsection shall not impair the validity of this Conservation Easement or limit its enforceability.

VII. Extinguishment. This Conservation Easement may be terminated or extinguished, whether in whole or in part, only under one or more of the following circumstances:

- A. By judicial determination, by a court having jurisdiction over the Conservation Easement, those circumstances have rendered the purpose of this Conservation Easement impossible to achieve.
- B. In the event all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired in lieu of condemnation, whether by public, corporate or other authority, except by the parties hereto.

VIII. Proceeds. In the event of termination or extinguishment of this Conservation Easement, Grantee shall be compensated by Grantor for the fair market value of its interest in the Protected Property as determined by either a real estate appraiser licensed by the State of Washington or a court of competent jurisdiction.

IX. Transfer or Assignment of the Conservation Easement. *This Conservation Easement is transferable, but Grantee may assign its rights under this Conservation Easement only to an agency or organization that is authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250, or otherwise qualified at the time of transfer under §170(h) of the Internal Revenue Code of 1986. As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the purpose of this Conservation Easement.*

X. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep, and maintenance of the Protected Property.

- A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property.
- B. Attorneys' fees and costs for enforcement. If the Grantee commences and successfully prosecutes an enforcement action pursuant to Section XI below, the Grantor shall pay all reasonable costs and expenses associated with the enforcement action, including but not limited to, reasonable attorneys' fees.

XI. Enforcement & Monitoring. Grantee shall have the authority to enforce the terms of this Conservation Easement. To exercise this authority and thereby further the purpose of this Conservation Easement, the Grantee shall have the

following rights under this Conservation Easement, which are subject to the stated limitations:

- A. Entry onto Protected Property with Reasonable Notice. If the Grantee has reason to believe that a violation of the terms of this Conservation Easement has occurred or is occurring, the Grantee shall have the right to enter the Protected Property, provided that reasonable advance notice is given to the Grantor, for the purpose of inspecting it for violations of any requirement set forth in this Conservation Easement. Additionally, the Grantee shall have the right to enter the Protected Property at least once a year, at a mutually agreed time, for purposes of inspection and compliance monitoring regardless of whether Grantee has reason to believe that a violation of this Conservation Easement exists.
- B. Enforcement Mechanisms and Remedial Measures. If the Grantee finds what it believes to be a violation of this Conservation Easement, it may, at its discretion, use any available legal or equitable remedy to secure compliance, including but not limited to seeking injunctive relief and/or specific performance requiring the Grantor to cease and desist all activity in violation of the terms of this Conservation Easement and to return the Protected Property to its condition prior to any violation(s). Except when an imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor written notice of the violation and thirty (30) days in which to take corrective action prior to commencing any legal action. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time or constitute a waiver of its rights. Grantee may use the Baseline Documentation as a basis for enforcing the provisions of this Conservation Easement, but is not limited to the use of the Baseline Documentation to show a change of conditions.
- C. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.
- D. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the

injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- E. Costs of Enforcement. In the event Grantee must enforce the terms of this Conservation Easement, any costs of restoration necessitated by acts or omissions of Grantor, its agents, employees, contractors, invitees or licensees in violation of the terms of this Conservation Easement and Grantee's reasonable enforcement expenses, including reasonable attorneys' and consultants' fees and costs, shall be borne by Grantor, its successors or assigns.
- F. Waiver of Defenses. Grantor acknowledges it has carefully reviewed this Conservation Easement and has consulted or had the opportunity to consult with counsel of its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel or prescription.
- G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor to abate, correct or restore any condition in the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement or the like.

XII. Hold Harmless. Grantor hereby agrees to release and hold harmless, indemnify and defend Grantee, its officers, elected and appointed officials, employees and agents (collectively "Indemnified Parties") from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' and consultants' fees arising from or in any way connected with:

- A. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Protected Property that is not a consequence of an activity of the Indemnified Parties

undertaken under the rights granted to Grantee under this Conservation Easement;

- B. Violations or alleged violations of, or other failure to comply with, any federal, state or local law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including without limitation CERCLA (42 U.S.C. 9601 et seq.) and MTCA (ch. 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Protected Property, unless such violations or alleged violations are due to the sole acts or omissions of any of the Indemnified Parties on the Protected Property;
- C. The presence or release in, on, from or about the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement of any substance hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

XIII. Recordation. Grantee shall record this instrument in the Office of the Snohomish County Auditor and may re-record it at any time.

XIV. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to another party under the terms of this Conservation Easement shall be in writing and either served at or mailed to:

Grantee: Snohomish County  
 County Executive Office  
 3000 Rockefeller Avenue, M/S #407  
 Everett, WA 98201

Grantor(s): City of Marysville  
 Office of the Mayor  
 6915 Armar Road  
 Marysville, WA 98270

or to such other address as any party from time to time shall designate by written notice to others.

**XV. General Provisions.**

- A. Amendment. If circumstances arise under which an amendment to this Conservation Easement would be appropriate, the Grantor



and Grantee may jointly amend this Conservation Easement by a written instrument to be recorded with the Snohomish County Auditor, provided that such an amendment does not diminish the effectiveness of this Conservation Easement in carrying out its purpose to permanently preserve and protect in perpetuity the Conservation Values of the Protected Property.

- B. Controlling Law. The interpretation or performance of this Conservation Easement shall be governed by the laws of the State of Washington and the Laws of the United States. Any legal proceeding regarding this Conservation Easement shall be initiated in Snohomish County Superior Court.
- C. Interpretation. This Conservation Easement shall be interpreted to resolve any ambiguities and questions of the validity of specific provisions to give maximum effect to its preservation purpose, as stated in Section II, above. If the Grantor has any doubt concerning the Conservation Easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said Protected Property, it may submit a written request to the Grantee for consideration and approval of such use.
- D. Definitions. Any masculine term used in this Conservation Easement shall include the female gender. The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in their place, shall be held to mean and include respectively the above named Grantor, its successors, and assigns, and the above-named Grantee, its successors and assigns.
- E. Entire agreement. This Conservation Easement sets forth the entire agreement of the parties with respect to the issues addressed herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to these issues, all of which are merged herein.
- F. No forfeiture. Nothing in this Conservation Easement shall result in a forfeiture or revision of Grantor's title in any respect.
- G. Successors. As stated in the above recitals, all covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

- H. Severability. If any portion of this Conservation Easement is declared unlawful or invalid, the remainder of the Conservation Easement shall remain in full force and effect.
- I. Authority of signatories. The individuals executing this Conservation Easement warrant and represent that they are duly authorized to execute and deliver this Conservation Easement.
- J. No merger. If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

XVI. Environmental Compliance.

- A. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge, Grantor and the Protected Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Protected Property and its use, including without limitation all federal, state and local environmental laws, regulations and requirements.
- B. Grantor further represents and warrants that there has been no release, dumping, burying, abandonment or migration from offsite onto the Property of any substances, materials or wastes that are hazardous, toxic, dangerous or harmful or are designated as, or contain components that are subject to regulation as hazardous, toxic, dangerous or harmful by any federal, state or local law, regulation, statute or ordinance. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values . No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notice of violation, penalties, claims, demand letters or other notifications relating to a breach of environmental laws.
- C. Remediation. If at any time there occurs or has occurred a release in, on or about the Property of any substances now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its containment and

remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case Grantee shall be responsible for remediation.

TO HAVE AND TO HOLD unto GRANTEE SNOHOMISH COUNTY, its respective successors and assigns forever.

IN WITNESS WHEREOF the parties have, by their authorized officers, set their own hands as of the day and year first stated above.

GRANTOR:

\_\_\_\_\_  
By:  
Its: City Mayor

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF SNOHOMISH            )

I, \_\_\_\_\_ certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument; on oath stated that (he/she) was authorized to execute the instrument; and acknowledged it, as the \_\_\_\_\_ of the \_\_\_\_\_, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.  
My Commission Expires: \_\_\_\_\_.

Attest:

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

APPROVED AS TO FORM

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

ACCEPTED BY GRANTEE:

On \_\_\_\_\_, 201\_ the Snohomish County Council adopted Motion \_ - \_\_\_\_ authorizing the County Executive to accept the Conservation Easement, pursuant to RCW 64.04.130.

GRANTEE:  
SNOHOMISH COUNTY

By: \_\_\_\_\_  
John Lovick  
Snohomish County Executive

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF SNOHOMISH            )

I, \_\_\_\_\_ certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument; on oath stated that (he/she) was authorized to execute the instrument; and acknowledged it, as the \_\_\_\_\_ of Snohomish County, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.  
My Commission Expires: \_\_\_\_\_.

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney    Date

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY SUBJECT TO CONSERVATION EASEMENT

**For APN/Parcels ID(s): 300527-003-038-00, 300527-003-046-00, 300527-003-082-00 and 300534-002-008-00**

**Parcel A:**

That portion of the East 40 feet of Lot 12, Block 1, Bayview Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 52, records of Snohomish County, Washington;  
And that portion of Blocks 9 and 10, Vacated Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington, described as follows:

Beginning at the intersection of the South line of Sunnyside Boulevard and the West line of the East 40 feet of Lots 1 and 12, said Block 1;  
thence South along said West line 150 feet to the true point of beginning;  
thence East parallel to the North line of said Lot 12 120 feet;  
thence South parallel to the West line of vacated Clayton Street in said vacated Park Addition 178 feet;  
thence West 80 feet to the West line of said vacated Park Addition;  
thence North, along said West line 150 feet to the North line of Judson Street;  
thence West along said North line 40 feet to the West line of the East 40 feet of Lot 12, of said Block 1;  
thence North along said West line 28 feet more or less to the Point of Beginning.

(Also known as Lot 2 of Snohomish County Short Plat No. SP458(9-78) recorded under recording no. 7906080437).

Together with an undivided 1/3 interest in a private road for ingress, egress and utilities over, under and across a 20 foot strip of land described as follows:

The East 20 feet of the West half of vacated Clayton Street lying Southerly of Sunnyside Boulevard in the vacated Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington, within the Southwest Quarter of the Southwest Quarter of said Section 27, Township 30 North, Range 5 East, W.M.

**Parcel B:**

That portion of Block 10, vacated Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington, in the Southwest Quarter of Southwest Quarter of Section 27, Township 30 North, Range 5 East, W.M., described as follows:

Beginning at the intersection of the South line of Sunnyside Boulevard and the West line of the East 40 feet of Lots 1 and 12, Block 1, Bay View Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 52, records of Snohomish County, Washington;  
 thence South along the West line 150 feet;  
 thence East, parallel to the North line of said Lot 12, 120 feet;  
 thence South parallel to the West line of vacated Clayton Street in said vacated Park Addition 178 feet to the true point of beginning;  
 thence West 80 feet to the West line of said vacated Park Addition;  
 thence South, along said West line, 180 feet to a point which lies 30 feet North of the North line of the Northwest Quarter of Section 34, Township 30 North, Range 5 East, W.M.;  
 thence East, along said North line 80 feet;  
 thence North 180 feet to the true point of beginning;

(Also known as Lot 3 of Snohomish County Short Plat No. SP458(9-78) recorded under recording no. 7906080437).

Together with an undivided 1/3 interest in a private road for ingress, egress and utilities over, under, through and across a 20 foot strip of land described as follows:

The East 20 feet of the West half of vacated Clayton Street lying Southerly of Sunnyside Boulevard in the vacated Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington, within the Southwest Quarter of Southwest Quarter of Section 27, Township 30 North, Range 5 East, W.M.

**Parcel C:**

The East half of the Northwest Quarter of the Northwest Quarter of Section 34, Township 30 North, Range 5 East, W.M.; Except the West 20 feet thereof;

(Also known as a portion of Lot 4 of Snohomish County Short Plat No. SP458(9-78) recorded under recording no. 7906080437);

Together with an undivided 1/3 interest in private road for ingress, egress and utilities over, under and across a 20 foot strip of land described as follows:

The East 20 feet of the West half of vacated Clayton Street lying Southerly of Sunnyside Boulevard in the vacated plat of Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington, within the Southwest Quarter of the Southwest Quarter of Section 27, Township 30 North, Range 5 East of the Willamette Meridian.

Together with the following described parcel:

That portion of the Southwest Quarter of Section 27, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:  
 Commencing at the Southeast corner of said subdivision;  
 thence South 89 ° 21'36" West, along the South line of said Southwest quarter, 1711.51 feet to the true point of beginning of the herein described parcel;  
 thence North 00 ° 38'24" West 11.20 feet;

thence South  $89^{\circ} 21'36''$  West, parallel with said South line, 150.00 feet to the centerline of Clayton Avenue, according to the vacated plat of Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington;  
 thence South  $02^{\circ} 12'54''$  East, along said centerline, 11.21 feet to the South line of aforesaid Southwest quarter;  
 thence North  $89^{\circ} 21'36''$  East, along said South line, 149.69 feet to the true point of beginning;

(Also known as Parcel 5 of City of Marysville Boundary Line Adjustment recorded under recording no. 9406090674, records of Snohomish County, Washington).

Except that portion of Lot 4 of Short Plat lying within that portion of the East half of the Northwest Quarter of the Northwest Quarter of said Section 34, lying South of the following described line:

Commencing at the Northeast corner of the said East half;  
 thence South  $01^{\circ} 55'17''$  East along the East line of the said East half a distance of 606.09 feet to the Point of Beginning;  
 thence South  $85^{\circ} 02'29''$  West a distance of 655.22 feet to the West line of the said East half and the point of ending.

(pursuant to City of Marysville Boundary Line Adjustment No. 04-005 recorded under recording no. 200501315235).

Together with that portion of the Southwest Quarter of the Southwest Quarter of Section 27, Township 30 North, Range 5 East, W.M., records of Snohomish County, Washington, described as follows:

Beginning at the Southwest corner of vacated Park Addition to Marysville, Washington, according to the Plat thereof recorded in Volume 2 of Plats, page 61, records of Snohomish County, Washington, which point is on the South line of said subdivision, 660 feet Easterly of the Southwest corner of said Section 27;  
 thence North along the West line of said vacated plat, 30 feet;  
 thence East 80 feet;  
 thence South 30 feet to the South line of the Southwest Quarter of said Section 27;  
 thence West along said South line 80 feet to the Point of Beginning;

(Also known as a portion of Lot 4, Snohomish County Short Plat No. SP458(9-78) recorded under recording no. 7906080437).

Situate in the County of Snohomish, State of Washington.

## EXHIBIT B

### (BASELINE DOCUMENTATION)

#### **I. CURRENT CONDITIONS**

Property has four structures associated with farming, storage and residential uses. All structures have been abandoned. Access road is gravel and accessible from 61<sup>st</sup> Street NE and Sunnyside Blvd. Property is adjacent to the Qwuloolt Estuary Restoration Area and gently slopes from north to south into wetland owned by the Tulalip Tribes.

#### **II. PROPERTY DATA**

**A. Present Use. Residential**

**B. Accessibility and Road Frontage. Accessible from 61<sup>st</sup> Street NE, Marysville WA**

**C. Land Area. 10.13 Acres**

**D. Land Shape. Squared Parcel**

**E. Land Contour and Elevations. Sloping to Level**

**F. Minerals and Soil.**

**G. Flood Zone Information. Located in 100 year flood plain**

**H. Flora.- Grasses, Blackberries and Alder/cottonwood**

**I. Wetlands. Approximatey 3 acres of Class IV**

#### **III. PICTORIAL ASSESSMENT OF CURRENT SITE CONDITIONS**



The following photographs of the Protected Property are not in recordable form and are available and on file with the Snohomish County Parks and Recreation Department:

- 
- 
- 
- 


Said photographs demonstrate current site conditions, features, typical flora, and impact of human development

# *Index #12*

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** April 13, 2015

<b>AGENDA ITEM:</b> Authorizing the lease of two copiers from Copiers Northwest using KCDA contract # 11-213	
<b>PREPARED BY:</b> Worth Norton	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Finance / Information Services	
<b>ATTACHMENTS:</b> Copiers Northwest Program Agreement Copiers Northwest Sales Order Wells Fargo Financial Leasing Amendment to Agreement Wells Fargo Financial Leasing Non-Appropriation Addendum Copiers Northwest Equipment Removal Form	
<b>BUDGET CODE:</b> 00104110.545000	<b>AMOUNT:</b> \$ 80,160.96
<b>SUMMARY:</b>	

The Police Records and Patrol departments have two multifunction copiers that need to be replaced. Currently, the two copiers are failing on a regular basis and have occasionally failed at the same time and at least 5 times on weekends when service was not available. These copiers are also used for critical faxes including warrants and being out of services is a public safety issue.

After evaluation, both Records staff and IS staff believe the current Ricoh copiers are not suitable for use in such a demanding 24/7 environment. After looking at multiple options, Canon copiers were chosen to replace the existing copiers. These Canon copiers have an exception duty cycle and Copiers Northwest offers additional service options.

The existing Ricoh copiers have 6 months left on their lease. By using the King County Director’s Association (KCDA) contract # 11-213 and leasing from Copiers Northwest, we are able to get a buyout for the remaining lease and the best price for the new lease. The lease is for 48 months and includes toner for 40,500 copies per month before an additional per copy charge begins.

<b>RECOMMENDED ACTION:</b> City staff recommends that the City Council authorizes the Mayor to sign agreements with Copiers Northwest and Wells Fargo Leasing for the lease of two multifunction copiers for deployment to the Police Records and Patrol Departments.
--

**PROGRAM AGREEMENT**

Supplier: Copiers Northwest, Inc. Customer: City of Marysville  
(Full Legal Name) (Full Legal Name)

601 Dexter Ave. N 1049 State Avenue  
(Street Address) (Street Address)

Seattle WA. 98109 King Marysville WA. 98270 Snohomish  
(City) (State) (Zip) (County) (City) (State) (Zip) (County)

**PLEASE CHECK ONE:**       Per Machine Minimum       Consolidated Minimum

Make / Model / Accessories	Serial Number	Minimum Number of Impressions	Minimum Monthly Payment	Excess Per Copy Charge
1. <u>Canon IRC7260</u>	_____	<u>33,000 (B/W)</u>	<u>\$1,670.02</u>	<u>\$0.0045</u>
2. <u>Canon IR6265</u>	_____	<u>7,500 (Color)</u>	<u>Inc.</u>	<u>\$0.045</u>
3. _____	_____	_____	_____	_____

Color Print Controller Extended Warranty:  Yes  No      TOTALS: \_\_\_\_\_

**TRANSACTION TERMS:**      1 MONTH ADVANCE PAYMENT: \$0.00  
(plus applicable taxes)

Term 48 Months

METER READING PREFERENCE (monthly if not checked)  Quarterly  Other (\_\_\_\_)

Equipment Location: 1635 Grove St. City: Marysville State: WA. Zip: 98270  
(if different from Customer address above)

Customer Contact: Worth Norton Telephone: 360.363.8029 Email: wnorton@marysvillewa.gov

**We have written this Agreement in plain language because we want you to understand its terms. Please read your copy of this Agreement carefully and feel free to ask us any questions you may have. The word "Agreement" means this FlexPlan Program Agreement. The words "you" and "your" mean the Customer named above. The words "we," "us", and "our" refer to the Owner named below. The abbreviation "CNW" refers to Copiers Northwest, Inc.**

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. PROVIDED THAT YOU ARE NOT IN DEFAULT UNDER THE AGREEMENT, YOU WILL HAVE THE OPTION TO UPGRADE THE EQUIPMENT INTO A NEW AGREEMENT. THE BALANCE DUE ON THIS AGREEMENT WILL BE REFINANCED INTO A NEW AGREEMENT WITH SUCH BALANCE DETERMINED BY US BUT NOT TO INCLUDE AN EARLY TERMINATION PENALTY. THE UPGRADE REQUEST WILL ALSO BE SUBJECT TO YOU ACQUIRING THE NEW EQUIPMENT FROM COPIERS NORTHWEST, INC. AND SUBJECT TO OUR CREDIT APPROVAL. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS AGREEMENT. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE OWNER HAS ACCEPTED AND EXECUTED THIS AGREEMENT. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS LOCATED WHERE THIS AGREEMENT IS ACCEPTED AND EXECUTED BY OWNER.

**ACCEPTED BY:** \_\_\_\_\_ **CUSTOMER:** \_\_\_\_\_  
(Legal Name) (Legal Name)

**BY:** \_\_\_\_\_ **BY: X** \_\_\_\_\_  
(Signature of Authorized Signer) (Signature of Authorized Signer)

**TITLE:** \_\_\_\_\_ **TITLE:** Mayor  
(Print Name and Title) (Print Name and Title)

**DATE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **FED TAX ID#:** 91-6001459

**UNCONDITIONAL GUARANTY**

In consideration of Owner entering into the above Agreement in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Owner, its successors and assigns, the prompt payment and performance of all obligations under this Agreement. We agree that (a) this is a guaranty of payment and not of collection, and that Owner can proceed directly against us without disposing of any security or seeking to collect from Customer, (b) we waive all defenses and notices, including those of protest, presentment and demand, (c) Owner may renew, extend or otherwise change the terms of the Agreement without notice to us and we will be bound by such changes and (d) we will pay all of Owner's costs of enforcement and collection. This guaranty survives the bankruptcy of Customer and binds our administrators, successors and assigns. Our obligations under this guaranty continue even if Customer becomes insolvent or bankrupt or is discharged from bankruptcy and we agree not to seek to be repaid by Customer in the event we must pay Owner. THIS GUARANTY WILL BE GOVERNED BY THE SAME STATE LAW AS THE AGREEMENT. WE AGREE TO JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS IN THE SAME STATE AND COUNTY.

**PERSONAL:** \_\_\_\_\_ **PERSONAL:** \_\_\_\_\_  
By: \_\_\_\_\_, Individually By: \_\_\_\_\_, Individually

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

1. **AGREEMENT.** Copiers Northwest, Inc. (CNW) has agreed to provide **FULL SERVICE AND SUPPLY MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER (EXCEPT FOR FAXES AND WIDE FORMAT DEVICES), DEVELOPER AND PARTS NECESSARY TO PRODUCE COPIES. YOU MUST PURCHASE PAPER AND STAPLES, IF APPLICABLE, SEPARATELY.**
2. **MAINTENANCE.** Program Agreement service covers normal wear and tear on the Equipment. You agree to provide adequate power for the Equipment. You acknowledge that (a) we are not responsible for any service, repair, or maintenance of the Equipment, and (b) we are not a party to any maintenance service agreement. You agree to provide meter readings at the request of CNW. You agree to pay for maintenance service outside of CNW's normal business hours or service required by your negligence or misuse of the Equipment at the CNW's customary rates. Connected products (peripherals) of any type are not included with this Agreement unless customer has selected connection monthly base fee. **ONCE WE ACCEPT THIS AGREEMENT, YOU MAY NOT CANCEL AT ANY TIME DURING THE TERM.** You agree to be bound by all the terms of this Agreement.
3. **DELIVERY AND ACCEPTANCE OF EQUIPMENT:** Acceptance of the Equipment occurs upon delivery. This lease commences upon delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require. Delivery and installation costs are your responsibility. If you have signed a purchase contract for the Equipment, by signing this Agreement you assign your rights, but none of your obligations under it, to us. As you will have possession of the Equipment from the date of its delivery and acceptance, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered and accepted by you until the Commencement Date. The payment for this interim period will be based on the Minimum Monthly Payment, the number of days in that period, and based on a month of 30 days.
4. **COPY CHARGES.** Each month during the Term of this Agreement, you agree to pay us the applicable Minimum Monthly Payment (plus applicable taxes) for each unit of Equipment on the date we tell you. In return for the Minimum Monthly Payment you are entitled to use the Minimum Number of Copies each month. You also agree to pay us the Excess Per Copy Charge for each metered copy which exceeds the Minimum Number of Copies (plus applicable taxes). We may estimate the number of copies used if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess copies upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay less than the Minimum Monthly Payment. **You agree that we may increase the Minimum Monthly Payment and/or Excess Per Copy Charge each year during the Term of this Agreement by an amount not to exceed seven percent (7%) of the Minimum Monthly Payment, and/or the Excess Per Copy Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower.** At our option you will: (a) provide us by telephone or facsimile the actual meter reading when requested by us, (b) allow us (or our agent) access to the Equipment to obtain meter reading, or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic reading device periodically.
- The Minimum Monthly Payment is due whether or not you receive an invoice from us. If you have a dispute with us regarding the Equipment, you will continue to pay us all Minimum Monthly Payments and Excess Per Copy Charges without deduction or withholding any amounts. You will pay us any required Advance Payment or Security Deposit when you sign this Agreement. Security Deposits and Advance Payments may be commingled and do not earn interest. Provided you are not in default, we may apply your Security Deposit to the last Minimum Monthly Payment or we may refund the Security Deposit to you when the Term expires and the Equipment is returned in accordance with Section 17. If we collect more than one payment as Advance Payment, we may apply such Advance Payment to the Minimum Monthly Payment(s) due at the end of the Term. Restrictive endorsements on checks you send to us will not reduce your obligations to us. **Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Minimum Monthly Payments and Excess Per Copy Charges.**
5. **UNCONDITIONAL OBLIGATION. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL MINIMUM MONTHLY PAYMENTS DUE UNDER THIS AGREEMENT AND ANY OTHER AMOUNTS DUE FOR THE FULL TERM, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST MINIMUM MONTHLY PAYMENTS OR OTHER AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER.**
6. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING PROVIDED TO YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS AGREEMENT. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGEMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** You are aware of the name of the Equipment manufacturer and you will contact the manufacturer for a description of your warranty rights. Provided you are not in default under this Agreement, you may enforce all warranty rights directly against the manufacturer of the Equipment. You agree to settle any dispute you may have regarding performance of the Equipment directly with the supplier.
7. **TITLE.** The Equipment is and shall remain our sole property.
8. **USE, MAINTENANCE AND REPAIR.** You will not move the Equipment from the Equipment Location without our advance written consent. If we grant you written permission to relocate the Equipment to a new Equipment Location, any maintenance, service and supply costs which may be included in the Minimum Monthly Payment or any Excess Per Copy Charges, may be increased by us at our sole discretion. You will give us reasonable access to the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all manuals and instructions and keep it eligible for any manufacturer's certifications. You will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.
9. **TAXES.** You agree to pay when due all sales and use taxes, personal property and all other taxes and charges, license and registration fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Lease or as billed by us. You agree to pay us any estimated property taxes when we request payment. You agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay us a late charge (as described in the paragraph titled Collection Expenses, Overdue Payment) on such payments if applicable with the next payment. You agree to pay us a monthly fee or an annual fee if billed annually, to reimburse us for our costs of preparing, reviewing and filing any such returns. You agree, and we have the right to (i) bill monthly or annually the estimated applicable personal property taxes together with the fees described herein and (ii) bill any remaining estimated amount due upon assessment of such taxes. Your estimated monthly payment will be based on the full amount of such taxes, without regard to any discounts we may obtain. You also agree to appoint us a your attorney-in-fact to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use.
10. **INDEMNITY.** We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, manufacture, selection, purchase, agreement, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after the Agreement has expired for acts of omissions which occurred during the Terms of this Agreement.
11. **IDENTIFICATION.** You authorize us to insert or correct missing information on this Agreement, including your official name, serial numbers and any other information describing the Equipment. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.
12. **LOSS OR DAMAGE.** You are responsible for any loss of the Equipment from any cause at all whether or not insured, from the time the Equipment is shipped to you until it is returned to us. If any item or Equipment is lost, stolen or damaged, you will promptly notify us of such event. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us an amount equal to the Net Book Value (as defined in Section 15) of the lost, stolen or damaged Equipment. If you have satisfied your obligations under this Section 12, we will forward to you any insurance proceeds which we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 15 of this Agreement.
13. **INSURANCE.** You agree to keep the Equipment fully insured against loss with us as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than we may tell you, naming us as additional insured, until you have met all of your obligations under this Agreement. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 15 days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the Equipment at your expense, or we may charge you a monthly charge due to the increased credit risk to us as well as to cover our increased internal overhead costs of requesting proof of physical damage insurance from you in the event that we obtain insurance as stated above, you will pay all insurance premiums and related charges.
14. **DEFAULT.** You will be in default under this Agreement if any of the following happens: (a) we do not receive any Monthly Minimum Payment and Excess Per Copy Charges or other payment due hereunder within 10 days after its due date, or (b) you or any of your guarantors become insolvent, are liquidated or dissolved, merge, transfer substantially all stock or assets, stop doing business, or assign rights or property for the benefit of creditors, or (c) a petition is filed by or against you or any of your guarantors under any bankruptcy or insolvency law, or (d) (for individuals) you or any of your guarantors die, or have a guardian appointed, or (e) any representation you have made in this Agreement shall prove to have been false or misleading in any material respect, or (f) you or any of your guarantors break any promise made in this Agreement or any guaranty and do not correct the default within 10 days after we send you written notice of the default, or (g) you default on any other Agreement between you and us (or our affiliates).
15. **REMEDIES.** Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following: (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by you to us under this Agreement, plus (ii) all Minimum Monthly Payments remaining through the end of the Term, discounted at the higher of 8% or the lowest rate allowed by law, plus (iii) the fair market value of the Equipment (collectively, the "Net Book Value"); We have the right to require you to make the Equipment available to us for repossession during reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. You will not make any claims against us or the Equipment for trespass, damage or any other reason. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sales or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although you agree we have no obligation to sell the Equipment, if we do sell the Equipment, we will reduce the Net Book Value by the amounts we receive. You will immediately pay us the remaining Net Book Value. You agree (a) that we only need to give you 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (c) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default.
16. **YOUR OPTIONS AT END OF TERM.** No more than ninety (90) days but not less than thirty (30) days prior to the expiration of the Term or any Renewal Term (as such term is defined below), you shall give us written notice of your intention at the end of the Term or such Renewal Term to either (a) continue paying Minimum Monthly Payments and Excess Per Copy Charges until the Equipment is received and accepted by us pursuant to Section 17, or (b) return the Equipment to us at the end of the Term or Renewal Term pursuant to Section 17. If you fail to provide us with written notice in the time frame referenced above, or having notified us, you fail to return the Equipment in accordance with Section 17, the Term of this Agreement shall automatically renew for an additional twelve (12) months (each, a "Renewal Term") and all of the provisions of this Agreement shall continue to apply, including your obligation to pay the Minimum Monthly Payments and Excess Per Copy Charges. We reserve the right to limit the number of Renewal Terms available to you.
17. **RETURN OF EQUIPMENT.** CNW will pick up Equipment at your location at the end of the term or at the time of upgrade in accordance with Section 26, provided the Equipment is located within CNW's service area. If (a) a default occurs, or (b) if the Equipment is not located within CNW's service area, you will immediately return the Equipment to any location(s) and aboard any carrier(s) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 8, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories. You will continue to pay Minimum Monthly Payments and Excess Per Copy Charges until the Equipment is received and accepted by us.
18. **YOUR REPRESENTATIONS.** You state for our benefit that as of the date of this Agreement (a) you have the lawful power and authority to enter into this Agreement, (b) the individuals signing this Agreement have been duly authorized to do so on your behalf, (c) by entering into this Agreement you will not violate any law or other Agreement to which you are a party, (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement, and (e) all financial information you have provided us is true and accurate and provides a good representation of your financial condition.
19. **YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the Term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership, (b) you will provide to us such financial information as we may reasonably request from time to time, and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligations under this Agreement.
20. **ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-AGREEMENT OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** You will not attach any of the Equipment to any real estate. We may, without notifying you, sell, assign, or transfer this Agreement and our interests in the Equipment. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. However, any such assignment, sale, or transfer of this Agreement of the Equipment will not relieve us of any obligations we may have to you under this Agreement. If you are given notice of a new owner of this Agreement, you agree to respond to any requests about this Agreement and to pay the new owner all Minimum Monthly Payments and Excess Per Copy Charges and other amounts due under this Agreement.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by this Agreement, and our expenses will be in addition to the Minimum Monthly Payments and Excess Per Copy Charges which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of this Agreement, you agree to pay a fee for such privilege.
22. **MISCELLANEOUS.** This Agreement contains our entire Agreement and supersedes any conflicting provision of any Equipment purchase order or any other Agreement. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of up to \$79.00 to cover our documentation and investigation costs.
23. **NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement, or by facsimile transmission to our facsimile telephone number, with oral confirmation of receipt. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.
24. **WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL.** To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Agreement, (b) reject or revoke acceptance of the Equipment; (c) recover damages from us for any breach of warranty or for any other reason; and (d) grant a security interest in any Equipment in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which require us to sell or otherwise use any Equipment to reduce our damages, which require us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.** We will not be liable for specific performance of this Agreement or for any losses, damages, delay or failure to deliver Equipment.
25. **UCC FILINGS.** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the Equipment.
26. **UPGRADE OPTION.** You may upgrade any item of Equipment provided (a) at least 30 days prior to such upgrades, you notify us in writing of your intention to upgrade the Equipment and the serial number of each item of Equipment to be upgraded, (b) we credit appropriate the new transaction, (c) we and you sign a new Program Agreement covering the new Equipment, (d) the new Equipment is acquired from Copiers Northwest, Inc., (e) you return the upgraded item(s) of Equipment to us in accordance with Section 17 of this Agreement, and (f) no default shall have occurred under this Agreement.



# SALES ORDER

601 Dexter Ave N Seattle, WA 98109  
 P: (206) 282-1200 F: (206) 282-2010  
 www.copiersnw.com

**Sales Order No:**  
**Date:** 2/25/2015  
**Account No:**

**Bill to:** City of Marysville  
 1049 State Avenue  
 Marysville, WA 98270  
**Phone:** (360) 363-8000

**Ship To:** City of Marysville  
 1049 State Avenue  
 Marysville, WA 98270  
**Phone:** (360) 363-8000

Account Manager	P.O. Number	Sale Type	Payment Terms	Requested Delivery Week
Christian Colasono		Lease		
Delivery Contact	Delivery Contact Email	IT Contact	IT Contact Email	
Sandra Gyurkovics	sgyurkovics@marysvillewa.gov	Sandra Gyurkovics	sgyurkovics@marysvillewa.gov	

**Delivery Instructions:** CNW WILL CONTACT CUSTOMER WITH SPECIFIC DELIVERY DATE.  
 Customer has been approved for KCDA pricing; Contract # 11-213. Customer will receive a check for lease satisfaction on current Ricoh 6001 & C6501 for \$6,214.03 to satisfy current lease. CNW will pick-up & store Ricoh's until ~ 60 days before lease termination. CNW will ship Ricoh's back to the leasing company's specified return address. Customer will pay no fees for storage & return.

Qty	Item Number	Model	Description	Unit Price	Total Amount
1	5988B013AA	IR6265STAPL	imageRUNNER ADVANCE 6265 w/ Staple Finishr P1 *BUNDLE*		Se lease for details
1	3674B004AA	IR6265STAPL	Direct Print Kit (for PDF/XPS)-H1 eLan <13>		
1	5595B001AA	IR6265STAPL	Additional Memory Type D (512MB) <12>		
1	5992B002AA	IR6265STAPL	Super G3 FAX Board-AL1		
1	6001B005AA	IR6265STAPL	PCL Printer Kit-AV1 <1> eLan		
1	6002B006AA	IR6265STAPL	PS Printer Kit-AV1 <1> eLan		
1	5775B014AA	IRC7260STAPL	imageRUNNER Advance C7260 Base w/Staple Finisher *BUNDLE*		
1	3674B004AA	IRC7260STAPL	Direct Print Kit (for PDF/XPS)-H1 elan <3> <14>		
1	3723B002AA	IRC7260STAPL	Utility Tray-A2		
1	3732B009AA	IRC7260STAPL	Super G3 FAX Board-AD2		
1	5595B001AA	IRC7260STAPL	Additional Memory Type D (512MB)		
1	5798B003AA	IRC7260STAPL	PCL Printer Kit-AS1 elan <1>		
1		PDF Pro Office			
10	6315AE15AA	PDF Pro Office	Volume License (5-39) 1 year M&S		

TERMS: COPIERS NORTHWEST, INC., (Seller) retains title to all equipment and supplies listed above until purchase price is paid in full. This is a binding and non-cancelable contract. In the event Buyer defaults on payment the Buyer remains liable for this debt and the payment of any legal fees or other cost incurred in any action to collect this debt. Buyer gives Seller security interest in the property purchased in this agreement. Refer to warranty on reverse side. Changes to the original terms on the back side of this Sales Order are not valid unless initialed by an officer of Copiers Northwest.

<b>Subtotal</b>	Se lease for details
<b>Delivery</b>	
<b>Sales Tax</b>	Enter Sales Tax
<b>TOTAL</b>	
<b>LESS DEPOSIT</b>	
<b>TOTAL DUE</b>	\$0.00

**Customer has completed:**  Equipment Removal Form  No Pickup Associated with Sale

**ACCEPTED BY COPIERS NORTHWEST**

**ACCEPTED BY CUSTOMER**

✓  
 \_\_\_\_\_  
 Copiers Northwest Officer Date

✓  
 \_\_\_\_\_  
 Authorized Signature Required Date

\_\_\_\_\_  
 Printed Name Title

\_\_\_\_\_  
 Printed Name Title

Revision 1410a

### **Copiers Northwest Sales Order Terms and Conditions**

Copiers Northwest, Inc warrants that new equipment sold pursuant to this equipment order will be free of defects in workmanship and materials for a period of ninety (90) days from the date of delivery. This warranty does not cover defects or damage resulting from in-transit handling, negligence or improper operation or maintenance of equipment.

Should any failure to conform with this warranty appear within ninety (90) days, Copiers Northwest, Inc. shall, upon notification, correct such nonconformity. Said correction, at Copiers Northwest, Inc.'s option, shall be made either by repairing any defective part or parts, or by making available a repaired or replaced part.

**THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THE WARRANTY OF THE TITLE AND THE WARRANTY AGAINST PATENT INFRINGEMENT. THIS WARRANTY DOES NOT COVER CONSEQUENTIAL DAMAGES.**

Buyer warrants that they have examined the above described goods or a sample or model thereof. Buyer does not rely on any warranty with regard to defects which said examination, under the circumstances thereof, ought to have been revealed to them.

No warranties have been made by Seller in reference to the above described goods unless expressly included in this written sales agreement between Buyer and Seller.

Copiers Northwest, Inc. shall have no obligation to install equipment accessories or to repair or replace equipment in the event that repair or replacement are required due to abuse, accident, theft, or damage to the machine caused by repairs performed by someone other than an authorized Copiers Northwest, Inc representative.

All software installed at Customer's location is governed by software manufacturer's licensing agreement. Maintenance of the licensing agreement is the Customer's responsibility.

Changes in the operating environment, (including, but not limited to changes to operating system, network software, software application changes, hardware and software upgrades, etc.) may result in the need for configuration adjustments or other network services to restore functional capabilities. Such services shall be billed at the then current Copiers Northwest, Inc. digital service rate or deducted from the customers pre-paid block time program purchased separately when applicable.

Customer acknowledges that it is Customer's responsibility to maintain a current backup of their program and data files to restore any lost data. Customer agrees that under no circumstances shall Copiers Northwest, Inc. be held responsible for any loss of data or any consequential damages.

Copiers Northwest, Inc. will provide phone support for a period of 30 days after installation of product at no charge. After the 30 day period phone support will be billed the current rate of \$25.00 for each 15 minute increment.

All requests for installation services or training not covered under this agreement shall be billable at the then current Copiers Northwest, Inc. digital service rates.

Copiers Northwest, Inc. is under no circumstances responsible for any data, documents, images, or any other information stored on or in the device, the device hard drive(s), or any memory module(s).

Standard connectivity installation will include up to a maximum of up to 2 hours of onsite support. The standard installation includes the supplied print drivers and/or any scan software included. Subsequent visits for any reason after the initial connection will be billed at the then current digital service rate (currently \$175.00/hr) unless customer has purchased Professional Services blocks of time. Customer will provide an active network port, adequate space for the MFP device(s), and a key individual for installation support, workstation setup and print driver overview training. This print driver overview training is provided at no charge at the time of the initial installation with this package. Customer also agrees to provide print server access for server based printer applications as well as all required network protocol information pertaining to the purchased options.

\_\_\_\_\_  
Customer Initials



**AMENDMENT TO AGREEMENT**

This amendment is dated \_\_\_\_\_ and is entered into by and among Wells Fargo Financial Leasing, Inc. (“WFFL”), Copiers Northwest, Inc. (“Dealer”) and CITY OF MARYSVILLE (“Customer,” “You” or “Your”).

RE: Program Agreement app # 859349 (the “Agreement”)

Customer hereby acknowledges Dealer’s assignment of the Agreement to WFFL. Customer has requested that Dealer invoice Customer for all amounts due under the Agreement. As an administrative convenience to you, WFFL hereby authorizes Dealer to invoice you and collect amounts due from You under the Agreement. You agree that the amounts due under the Agreement are and shall be unconditionally due and not subject to any holdback, defense or set-off for any reason. You may pay the amounts due under the Agreement directly to Dealer for Dealer’s remittance back to WFFL. You further acknowledge that WFFL, may, at any time, in its sole discretion, bill you directly for the payments due pursuant to the Agreement. WFFL or its assigns may do this in the event Dealer no longer desires or is capable of transmitting payments to us or for any other reason in WFFL’s or its assigns’ sole discretion.

WFFL may assign its rights under the Agreement to a third party without notice to Customer and Customer agrees that it will pay any such assignee the payments due under the Agreement upon any demand therefore from the assignee. The Customer agrees that the rights of WFFL’s assignee will not be subject to any claims, defenses or set-offs that the Customer may have against WFFL or Dealer.

**AGREED AND ACKNOWLEDGED:**

**Wells Fargo Financial Leasing, Inc.**

**Copiers Northwest, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Customer: CITY OF MARYSVILLE**

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Print Name

X \_\_\_\_\_  
Title

X \_\_\_\_\_  
Date\*\*

NON-APPROPRIATION ADDENDUM TO LEASE NO. \_\_\_\_\_

BETWEEN

Wells Fargo Financial Leasing, Inc

AS "LESSOR"

AND

City of Marysville

AS "LESSEE"

DATE OF LEASE: \_\_\_\_\_

If Lessee requests from its legislative body of funding authority funds to be paid to Lessor under this Lease and,

1. Notwithstanding the making of such request in accordance with appropriate procedures, such legislative body or funding authority does not appropriate funds to be paid to Lessor in the next occurring renewal term; and
2. Such non-appropriation did not result from any act or failure to act of Lessee; and
3. Lessee has exhausted all funds legally available for obligations under the Lease; and
4. There is no other legal procedure by which payment can be made to Lessor; then

Lessee may, upon prior written notice to Lessor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the equipment to Lessor at Lessee's expense and thereupon be released from its obligation to make any further rental payments to Lessor, provided:

- (a) Lessor has received a written opinion from Lessee's counsel verifying items 1 through 4 above; and
- (b) the equipment is returned to lessor in compliance with the terms of the Lease; and
- (c) the notice is accompanied by payment of all amounts then due to Lessor under this Lease; and
- (d) Lessee does not directly or indirectly purchase, lease or in any way acquire any services or equipment which in whole or part are essentially the same services or equipment supplied or provided hereunder, for the balance of the appropriation period following Lessee's exercise of its termination rights provided herein and also for the next following appropriation period.

Lessor's remedies following such termination shall be to retain all sums paid hereunder by Lessee including any advance rental payments and security deposit, take possession of the equipment, and/or sell, dispose of, hold, use or lease the equipment as Lessor in its sole discretion may desire, without any duty to account to Lessee.

Lessee agrees that the terms and conditions of this Lease and this Addendum conform with the terms and conditions of any purchase order, bid or other specifications issued regarding the equipment covered by the Lease or, if they do not conform, that the terms and conditions of this Lease and this Addendum shall prevail over any conflicting terms of a purchase order bid or other specifications. Lessee verifies that the Lease is a valid and binding obligation of the Lessee and that Lessee has consulted with its legal counsel and confirmed that the terms of the Lease are not violative of any applicable state or federal law.

This Addendum is hereby made a part of and incorporated into the Lease referred to above as of this \_\_\_\_\_ Day \_\_\_\_\_ of 20 15.

City of Marysville

(Lessee)

Wells Fargo Financial Leasing, Inc.

(Lessor)

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_



601 Dexter Ave N Seattle, WA 98109  
 P: (206) 282-1200 F: (206) 282-2010  
 www.copiersnw.com

### Equipment Removal Form

**Customer:** City of Marysville  
**Address:** 1049 State Avenue  
 Marysville, WA 98270  
**Phone:** (360) 363-8000  
**Account Rep:** Christian Colasono

This document must be completed prior to authorizing and scheduling any equipment pickups. Please list the equipment and complete the "Trade In Section" OR- the "Lease Return Section". Additional equipment can be listed on page two of this form.

	Make	Model	Serial	Lease Return or Trade In
1	Ricoh	MP6001	V691560049	Lease Return
2	Ricoh	MPC6501	V7610700517	Lease Return

#### Trade In Section

By initialing the box to the left, I the undersigned agree that all equipment marked "Trade In" "TI" or "Customer Owned" is free and clear of any liens or encumbrances. The title and ownership of this equipment is transferred to Copiers NW, Inc. Copiers NW is under no circumstance responsible for any data, documents, images, or other information stored on or in the device, the device hard drive(s), or any memory module(s).

Initials

#### Lease Return Section

**Please fill out a separate copy of this form for each different lease.** If you are trading in customer owned equipment, you do not need to complete this section. Additional equipment on the same lease can be listed on page two of this form.

**Copiers NW Leased Equipment** - Copiers Northwest will manage my equipment return as part of the lease upgrade and/or buyout as the originating dealer of the returned equipment.

**Non-Copiers NW Leased Equipment** - Customer must fill out the following sections as a requirement of CNW picking up the equipment and returning it to the leasing company.

**A Lease Copy** - Please submit a copy of the lease for the equipment listed above and/or on page two of this form. It contains important terms and conditions that may dictate ownership and return information.

**B Letter of Intent** - A letter of intent is usually sent 30 to 120 days prior to lease end, and **it is Customer's responsibility to notify Leasing Company of their intention to return the equipment.** It is important that you check the terms and conditions of your lease for specific requirements.

Customer Contact 1 Email: emiranda@marysvillewa.gov

Customer Contact 2 Email: sgyurkovics@marysvillewa.gov

**C Shipping Instructions** - **Return shipping instructions must be forwarded immediately upon receipt to CNW via certified mail to the address above ATTN: LEASING or via email to equipmentreturns@copiersnw.com.**

Expected Return Date: 9/1/2015

**D Buyout Check** - The Buyout Check to you, Customer, is intended to offset the remaining stream of payments due under the existing lease contract. Customer is solely responsible for this lease contract(s) and Copiers Northwest accepts no responsibility for any additional charges unless specifically noted.

**Maximum Buyout Amount:** \$6,214.03

**No buyout check**

Check Options:  Buyout to be paid by Copiers Northwest to Customer who will pay Leasing Company.

Buyout to be paid by Copiers Northwest to Leasing Company. A copy of the buyout invoice from the Leasing Co must be provided to CNW to select this option.

Notes:

Copiers NW agrees to remit any buyout check included in the new lease within 30 business days of the funding of the new lease unless Customer has failed to provide sufficient documentation including: lease copy, letter of intent, shipping instructions and/or signed lease buyout letter. Copiers NW agrees to store said equipment at Customer's request for a period not to exceed 90 days from removal from Customer's location. After 90 days, Copiers NW reserves the right to charge storage fees until the equipment is shipped back to Leasing Company. Copiers NW is not responsible for damaged or stolen equipment. Customer must maintain insurance coverage on equipment until said equipment is received by Leasing Company or Leasing Company's agent. Copiers NW is under no circumstance responsible for any data, documents, images, or any other information stored on or in the device, the device hard drive(s), or any memory module(s).

ACCEPTED BY COPIERS NORTHWEST

ACCEPTED BY CUSTOMER

\_\_\_\_\_  
 Authorized Signature Required / Date

\_\_\_\_\_  
 Authorized Signature Required / Date

Printed Name / Title

Revision 1410a

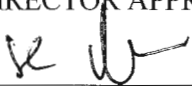
Printed Name / Title

# *Index #13*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE: April 13, 2015**

AGENDA ITEM: Project Acceptance: SR 528 & 53 <sup>rd</sup> Ave NE Intersection Improvements	
PREPARED BY: Ryan Morrison, Project Engineer	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: <ul style="list-style-type: none"> <li>• Letter of Physical Completion</li> <li>• Vicinity Map Exhibit</li> </ul>	
BUDGET CODE: 3050030.563000, R0902	AMOUNT: N/A

**SUMMARY:**

The City Council awarded the “SR 528 & 53<sup>rd</sup> Ave NE Intersection Improvements” contract to Transportation Systems, Inc. on September 9, 2013 in the amount of \$310,949.00.

Transportation Systems physically completed the work for this project on January 14, 2015. The project contract was completed at a total cost of \$365,808.46, which is \$54,859.46 more, or 17.7% above the original bid amount but within the management reserve of \$63,410.61 which includes the added management reserve of 33,410.61 that was approved by Council under Change Order #1 for replacement of the ADA ramps.

The work performed under this Contract was inspected by City Engineering staff and WSDOT staff and found to be physically complete in accordance with the approved plans and specifications.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council Authorize the Mayor to accept the SR 528 &amp; 53<sup>rd</sup> Ave NE Intersection Improvements project, starting the 45-day lien filing period for project closeout.</p>
---



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

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

January 14, 2015

Transportation Systems, Inc.  
Attn: Bryson Huie  
6917 166<sup>th</sup> Ave E.  
Sumner, WA 98390

**Subject: SR 528 & 53<sup>rd</sup> Ave NE Intersection Improvements – Notice of Physical Completion**

Dear Bryson,

In accordance with Section 1-05.11(2) of the Special Provisions, this project was considered physically complete as of Monday January 12, 2015. The project will be subject to federal inspection in accordance with Section 1-07.12 of the Special Provisions.

This notification does not constitute final acceptance. Recommendation for final acceptance will be sent to the City Council for approval upon acceptance by WSDOT and at the first available council meeting.

You will also be required to submit the following:

1. Affidavit of Wages Paid for TSI and all subcontractors
2. DBE Quarterly Report
3. Submit and process a final pay request

Upon obtaining all affidavits and acceptance I will submit a notice of completion of public works project to obtain the following:

1. Certificate of Release from the Department of Revenue
2. Certificate of Release from the Employment Security Department
3. Certificate of Release from the Department of L&I

It has been a pleasure working with TSI on this project. I look forward to working with you on future projects with the City.

Sincerely,

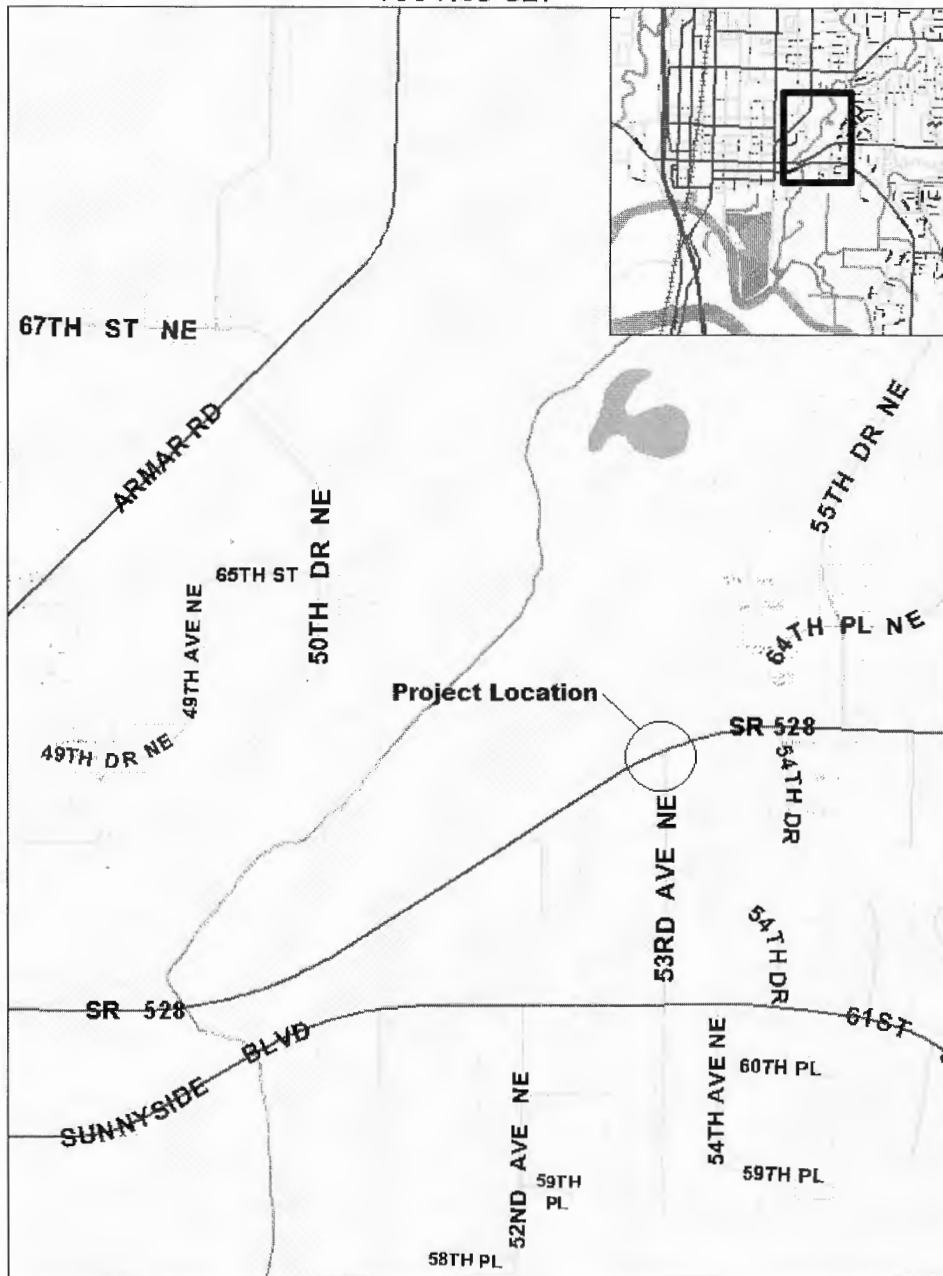
A handwritten signature in cursive script that reads "Ryan R. Morrison". A horizontal line is drawn through the signature.

Ryan Morrison  
Project Engineer

VICINITY MAP EXHIBIT

# Vicinity Map

T30 R05 S27

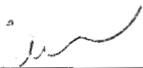


# *Index #14*



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

**CITY COUNCIL MEETING DATE: April 13, 2015**

AGENDA ITEM: Supplemental Professional Services Agreement with Blue Marble Environmental LLC	
PREPARED BY: Karen Latimer, Operations Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS: 1. Professional Services Agreement Supplement No. 1	
BUDGET CODE: 41046290.541000	AMOUNT: \$10,000.00

**SUMMARY:**

This Professional Services Agreement Supplement No. 1 with Blue Marble Environmental LLC will provide additional financial resources to allow completion of all tasks identified in the scope of work. More effort was needed than originally anticipated to support the highly successful business recycling pilot program. The scope of work provided for mailing a business pilot recycling program informational postcard to 320 businesses, with an expectation that 100 businesses would respond and 25 businesses would start or expand waste reduction and recycling programs. An overwhelming response to this program yielded start up or expansion of waste reduction and recycling programs at 146 businesses.

Scope of work tasks to be completed with the additional funding are:

- Monitor multi-family recycling programs; take cart weights and tabulate program statistics; and continue to provide on-site assistance to multi-family property managers and owners
- Monitor and support recycling stations recently placed at strategic locations throughout the downtown core; support businesses providing sponsorship of recycling stations
- Monitor and support businesses participating in the business recycling pilot program
- Evaluate school recycling programs; provide support to enhance and expand as needed

**RECOMMENDED ACTION:** Staff recommends that Council Authorize the Mayor to sign and execute Professional Services Agreement Supplement No. 1 in the amount of \$10,000.00 with Blue Marble Environmental LLC.

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF MARYSVILLE  
AND  
BLUE MARBLE ENVIRONMENTAL LLC**

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This Supplemental Agreement No. 1 is made and entered into on the \_\_\_\_ day of April, 2015, between the City of Marysville, hereinafter called the "City" and Blue Marble Environmental LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the Waste Reduction and Recycling Outreach Assistance and Education Program, hereinafter called the "Project," said Agreement being dated September 23, 2013; and

WHEREAS, more effort was needed than originally anticipated to support the highly successful business pilot recycling program, and

WHEREAS, the City desires to complete all tasks identified in the scope of work, and

WHEREAS, both parties desire to supplement said Agreement, by amending the total amount payable to Consultant for this agreement to provide for completion of all tasks identified in the scope of work dated September 23, 2013,

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 September 23, 2013 shall remain in full force and effect, except as modified in the following section:

1. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY," Paragraph IV.I "PAYMENTS," the second sentence is amended to include the additional Consultant fee of \$10,000.00 and shall read as follows: "...shall the compensation paid to Consultant under this Agreement exceed \$112,100.63 without the written agreement of the Consultant and the City."

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

Original Agreement	\$102,100.63
Supplemental Agreement No.1	\$ 10,000.00
Grand Total	\$112,100.63

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

BLUE MARBLE ENVIRONMENTAL LLC

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

# *Index #15*

## CITY OF MARYSVILLE AGENDA BILL

### EXECUTIVE SUMMARY FOR ACTION

**CITY COUNCIL MEETING DATE:** April 13, 2015

<b>AGENDA ITEM:</b> Authorizing the surplus of equipment which is no longer compatible with the City's technology infrastructure.	
<b>PREPARED BY:</b> Worth Norton	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Finance / Information Services	
<b>ATTACHMENTS:</b> Resolution No. _____	
<b>BUDGET CODE:</b> 50300090	<b>AMOUNT:</b> 0.00
<b>SUMMARY:</b>	

The attached resolution contains a list of technology hardware that is currently inoperable, or obsolete. All of the laptops on this list have been tested and will not run the new Police or Community Development software. All of the servers on this list have been replaced with a new energy efficient virtual server system which also provides additional disaster recovery options.

The City's Information Services Department is committed to green technology based on reduce, reuse, and recycle. First the City will reuse all PCs that can be used in a less demanding situation within the City prior to being surplus if the costs of retaining the PCs are lower than replacing them. Then all PCs that are still in good enough condition will be sold. Only PCs that are damaged or have no useable value will be recycled.

These PCs will be completely cleaned of all data and reformatted with their original operating systems. All purchasers will be required to sign a letter of understanding that PCs are considered hazardous waste and must be disposed of properly.

We expect to be able to auction off some of the PCs using an "eBay style" purchase now or best bid format. This system has been successfully used for eight years and has sold approximately 120 surplus PCs and other miscellaneous technology.

**RECOMMENDED ACTION:**

City staff recommends that the City Council authorizes the Mayor to sign the resolution declaring certain items of personal property to be surplus and authorizing the sale and 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.

WHEREAS, the following list of equipment has reached the end of its useful lifecycle.

WHEREAS, by determination of the City's Information Services Department, the following list of equipment is not compatible with the City's technology infrastructure.

WHEREAS, the following hardware, as identified, is considered hazardous waste and must be disposed of either through hazardous waste recycling or resale with a signed understanding of eventual hazardous waste disposition.

NOW THEREFORE, 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.

Brand	Model	Serial #	Brand	Model	Serial #
Dell	Latitude D530	1N7S9G1	Dell	PowerEdge 1600SC	585F041
Dell	Latitude D530	2BH17G1	Dell	PowerEdge 2800	494GZ91
Dell	Latitude D530	2G90MG1	Dell	PowerEdge 2800	H94GZ91
Dell	Latitude D530	40NP4G1	Dell	PowerEdge 2850	2N9GLB1
Dell	Latitude D530	4G90MG1	Dell	PowerEdge 2900	B12MPC1
Dell	Latitude D530	5G90MG1	Dell	PowerEdge R300	CT3HPH1
Dell	Latitude D530	5T0KLH1	Dell	PowerVault 114T	31DCJD1
Dell	Latitude D530	7C7PXF1	Dell	PowerVault 114X	35JKWN1
Dell	Latitude D530	7DYHDH1	Dell	Precision 490	HM93HD1
Dell	Latitude D530	8S0KLH1	Dell	Precision T3400	36V4QH1
Dell	Latitude D530	BG90MG1	Dell	Precision T3400	7LQLFG1
Dell	Latitude D531	19897F1	Alesis	ProActive Speakers	10000998-0422A
Dell	OptiPlex 390	6VH48V1	Canon	DM-GL2 Camcorder	132102810964
Dell	OptiPlex 390	7R5X1D1	Panasonic	CF-18 Tablet	E0CE562F04
Dell	OptiPlex 745	4LLCKC1	Panasonic	CF-25 Tablet	7HKSA02230
Dell	OptiPlex 745	7736WC1	WatchGuard	Firebox 700	203416900
Dell	OptiPlex 745	8MMKLD1	WatchGuard	Firebox SSL VPN	808401469-E655
Dell	OptiPlex 745	8PLCKC1	WatchGuard	Firebox x700	808124483-D8A8

RESOLUTION -1

Dell	OptiPlex 745	CCNG7F1	WatchGuard	Firebox x700	808124620-B94F
Dell	OptiPlex 745	F2L9CC1	WatchGuard	Firebox x750e	908555932-C347
Dell	OptiPlex 745	JNLCKC1	WatchGuard	Firebox x750e	908566878-38D1

The City is hereby authorized to sell or dispose of the above referenced items in a manner which, by the direction of the Information Services Manager, nets the greatest amount to the City.

PASSED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of April, 2015.

CITY OF MARYSVILLE

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

ATTEST:

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

Approved as to form:

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